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OFFICE OF THE SECRETARY

UNITED STATES OF AMERICA

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BEFORE THE

FEDERAL ENERGY REGULATORY COMMISSION

FEDERAL ENERGY
REGULATORY COMMISSION

UtiliCorp United Inc.

)

Docket No. EC01-____-____

**APPLICATION FOR APPROVAL OF
TRANSFER OF CONTROL OVER TRANSMISSION FACILITIES**

Pursuant to section 203 of the Federal Power Act (FPA), 16 U.S.C.

§ 824b, and Part 33 of the Commission's regulations, 18 C.F.R. § 33.1 et seq.,

UtiliCorp United Inc. (UtiliCorp) hereby submits this application for authorization for UtiliCorp to transfer control over the transmission facilities of its Missouri Public Service, St. Joseph Light and Power and WestPlains Energy-Kansas divisions to the Midwest Independent System Operator, Inc. (MISO).

I. DESCRIPTION OF THE APPLICANT AND OVERVIEW OF THE TRANSACTION

UtiliCorp, a Delaware corporation, is an international energy and services company. UtiliCorp participates in both regulated and non-regulated activities and serves electric and gas utility customers in Missouri, Kansas, Iowa, Nebraska, Colorado, Michigan and Minnesota. UtiliCorp provides electric service through four operating divisions: the WestPlains Energy-Colorado division, 1/ the WestPlains Energy-Kansas division, the St. Joseph Light and Power division, and the Missouri Public Service division. Each UtiliCorp division also sells and/or

1/ The WestPlains Energy-Colorado division is located in the Western Interconnection and is not a proposed participant in the MISO.

purchases power at wholesale and offers open access transmission service under approved Commission tariffs. UtiliCorp is also an energy marketer through its subsidiary, Aquila Energy Marketing Corporation.

UtiliCorp currently owns approximately 80% of the voting securities of Aquila. Aquila markets natural gas and electricity to industrial and wholesale customers in the Continental United States and Canada. Aquila has the authority to make market-based power sales under a jurisdictional tariff. Through its Aquila Gas Pipeline Corporation subsidiary, Aquila gathers and processes natural gas in Texas and Oklahoma. The remainder of Aquila is publicly held.

By order dated September 16, 1998, the Commission conditionally authorized the establishment of the MISO. 2/

Under section 203 of the FPA, the Commission approves applications if they are "consistent with the public interest." In Exhibit J, the Applicants demonstrate that the transaction is consistent with the public interest. The Commission's policy for determining whether an application is consistent with the public interest under section 203 is to apply the three-part test established in Order No. 592, Inquiry Concerning the Commission's Merger Policy Under the Federal Power Act: Policy Statement, FERC Stats. & Regs. ¶ 31,044 (1996), reconsideration, 79 FERC ¶ 61,321 (1997) (Merger Policy Statement). In applying the three part criteria, however, the Commission has clarified that where a transaction does not

2/ Midwest Independent Transmission System Operator, Inc., 84 FERC ¶ 61,231 (1998).

raise competitive concerns, then applicants need not submit a traditional competitive analysis. ^{3/} As explained in Exhibit J, the Applicants believe that the present application raises no issues regarding competition.

II. FILING REQUIREMENTS UNDER PART 33

The Commission has not required detailed compliance with the requirements of Part 33 for other transmission owner applications to transfer operational control over transmission facilities to a proposed RTO. For that reason and because much of the information required pursuant to Section 33 is not relevant to such a transaction, UtiliCorp requests waiver of the requirements of Part 33 not specifically addressed herein. Subject to this request for waiver, UtiliCorp provides the following information with respect to 18 C.F.R. § 33.2.

1. The exact business names and addresses of principal business offices.

The exact name of UtiliCorp is UtiliCorp United Inc. UtiliCorp's principal place of business is 20 W. 9th Street, , Kansas City, Missouri.

2. Persons authorized to receive notices and communications.

Notices and communications in respect to this application may be sent to:

^{3/} See Revised Filing Requirements Under Part 33 of the Commission's Regulations, 93 FERC ¶ 61,164 (Nov. 15, 2000), mimeo at 85.

For UtiliCorp:

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Vice President – Regulatory Affairs
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Counsel:

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Hogan & Hartson, L.L.P.
Columbia Square
555 Thirteenth Street, N.W.
Washington, DC 20004
Telephone: (202) 627-5633
Facsimile: (202) 637-5910
E-mail: jrlilyestrom@hhlaw.com

The Applicant also requests that the foregoing persons be placed on the official service list for this proceeding.

3. A description of the applicant

Please see Exhibit A attached hereto for a description of all business activities of UtiliCorp.

4. Description of jurisdictional facilities

Please see Exhibit G attached hereto for a list of the jurisdictional facilities to be transferred to the MISO.

5. Narrative description of the proposed transaction for which Commission authorization is requested

As described more fully above, UtiliCorp proposes to transfer operational control over the transmission facilities of its Missouri Public Service, St. Joseph Light and Power and WestPlains Energy-Kansas divisions to the MISO.

6. Contracts and documents

Attached hereto as Exhibit I is a copy of the Agreement of the Transmission Facilities Owners to organize the Midwest Independent Transmission System Operator, Inc., a Delaware Non-Stock Corporation, as executed by UtiliCorp.

7. Facts relied upon to demonstrate that the proposed transaction is consistent with the public interest.

In addition to the description of the transaction above, please see Exhibit J attached hereto for facts demonstrating that the transaction is consistent with the public interest.

8. Map of facilities.

Maps of the transmission systems of Missouri Public Service, WestPlains Energy-Kansas and St. Joseph Light and Power are attached as Exhibit K.

9. Identification of other regulatory approvals necessary
and related orders.

See Exhibit L

III. CONCLUSION

WHEREFORE, for the foregoing reasons, UtiliCorp respectfully requests that the Commission approve this Application pursuant to section 203 of the Federal Power Act.

Respectfully submitted,



John R. Lilyestrom
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Washington, D.C. 20004
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Counsel for
UtiliCorp United Inc.

August 20, 2001

VERIFICATION

STATE OF MISSOURI

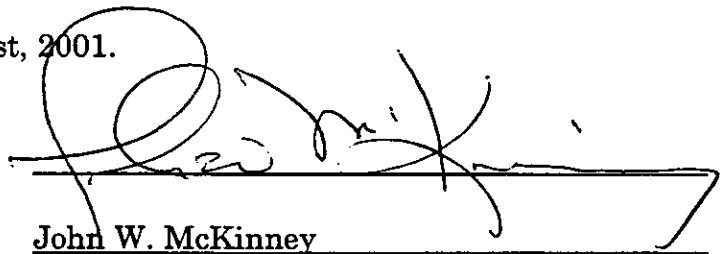
COUNTY OF

Jackson

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) SS
)

John W. McKinney, being duly sworn on oath, deposes and says that he is the Vice President-Regulatory Services of UtiliCorp United Inc., that he has read the foregoing Application and attached Exhibits and knows the contents thereof, and that the same are true and correct to the best of his knowledge, information, and belief.

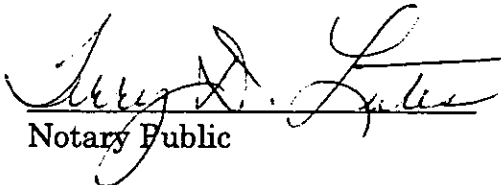
Dated this 13th day of August, 2001.



John W. McKinney

Vice President-Regulatory Services
UtiliCorp United Inc.

IN WITNESS whereof, I have hereunto set my hand and official seal the day and year last above written.


Notary Public

(Notarial Seal)

My commission expires:

8-20-2004

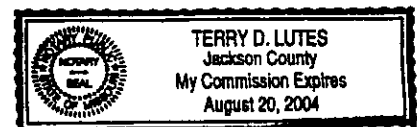


Exhibit A

**Description of the Business Activities of the Applicants,
Including Relevant Regulatory Authorizations.**

UtiliCorp, a Delaware corporation, is an international energy and services company. UtiliCorp participates in both regulated and non-regulated activities and serves electric and gas utility customers in Missouri, Kansas, Iowa, Nebraska, Colorado, Michigan, and Minnesota through six utility divisions. UtiliCorp is also an energy marketer through its current subsidiary, Aquila. UtiliCorp is regulated by the Commission and various state public utility commissions.

Exhibit B

Exhibit B

List of all energy subsidiaries and energy affiliates, percentage ownership of each subsidiary and affiliate, and a description of the primary business of each subsidiary and affiliate of each applicant.

Given the nature of the transaction at issue herein, UtiliCorp requests waiver of the requirement to file this exhibit.

Exhibit C

**Organizational Charts Showing Current and Proposed
Corporate Organization and Structures.**

Given the nature of the transaction at issue herein, UtiliCorp requests
waiver of the requirement to file this exhibit.

Exhibit D

Exhibit D

**Description of Joint Ventures, Alliances, and Tolling Arrangements,
Including RTO-Related Transfers to Which Either the Applicants or Their
Affiliates or Subsidiaries are Parties.**

Given the nature of the transaction at issue herein, UtiliCorp requests
waiver of the requirement to file this exhibit.

Exhibit E

Identify of Common Directors and Officers of the Applicants

Given the nature of the transaction at issue herein, UtiliCorp requests
waiver of the requirement to file this exhibit.

Exhibit F

**Description and Location of Wholesale Power Sales Customers and
Unbundled Transmission Services Served by Applicants, their
Affiliates, and Their Subsidiaries.**

Given the nature of the transaction at issue herein, UtiliCorp requests
waiver of the requirement to file this exhibit.

Exhibit G

Description of Jurisdictional Facilities Owned or Controlled by the Applicants, Their Affiliates, or Their Subsidiaries.

Listed below are the affected jurisdictional facilities (excerpted from UtiliCorp's most recent FERC Form No. 1).

TRANSMISSION LINE STATISTICS

Line No.	DESIGNATION		VOLTAGE (KV) (Indicate where other than 60 cycle, 3 phase)		Type of Supporting Structure (e)	LENGTH (Pole miles) (in the case of underground lines report circuit miles)		Number of Circuits (h)	Size of Conductor and Material (i)	COST OF LINE (include in Column (j) Land, Land rights, and clearing right-of-way)		
	From (a)	To (b)	Operating (c)	Designed (d)		On Structure of Line Designated (f)	On Structures of Another Line (g)			Land (j)	Construction and Other Costs (k)	Total Cost (l)
1	OVERTON	STILLWELL	345.00	345.00	H FRAME WP	57.96		1	2-795MCM	497,189	3,026,696	3,523,885
2	CAMP CLARK 161 SUB	NEVADA 161 SUB	161.00	161.00	H FRAME WP	15.00		1	795 MCM	231,674	1,912,525	2,144,199
3	ARCHIE SUB 026	ADRIAN SUB 014	161.00	161.00	H FRAME WP	11.33		1	795 MCM	35,776	246,779	282,555
4	CLINTON SUB 824	SEDALIA W. SUB 764	161.00	161.00	H FRAME WP	36.20		1	795 MCM	133,442	849,360	982,802
5	SEDALIA W. SUB 764	INTERC. OVERTON	161.00	161.00	H FRAME WP	43.05		1	795 MCM	75,138	873,999	949,137
6	SIBLEY PLT SUB 820	WESTERN ELECT SUB 912	161.00	161.00	H FRAME WP	24.16		1	795 MCM	213,426	847,583	1,061,009
7	SIBLEY PLT SUB 820	SIBLEY 345 SUB 821	161.00	161.00	H FRAME WP	1.19		1	2-795 MCM	8,422	160,318	168,740
8	ADRIAN SUB 014	NEVADA 161 SUB 555	161.00	161.00	H FRAME WP	37.68		1	795 MCM	159,767	946,828	1,106,595
9	NASHUA SUB 548	SMITHVILLE 161 SUB 823	161.00	161.00	H FRAME WP	2.29		1	795 MCM	114,566	120,130	234,696
10	PRAIRIE LEE SUB 680	ARCHIE JCT SUB 026	161.00	161.00	H FRAME WP	29.08		1	795 MCM	507,596	4,738,082	5,245,678
11	SIBLEY PLT. SUB 820	NASHUA SUB 548	161.00	161.00	H FRAME WP	27.54		1	795 MCM	799,327	1,300,022	2,099,349
12	SEDALIA-OVERTON LINE	SEDALIA E. SUB 766	161.00	161.00	H FRAME WP	1.73		2	795 MCM	10,182	163,885	174,067
13	SMITHVILLE SUB 823	KCI SUB 370	161.00	161.00	H FRAME WP	9.94		1	795 MCM	315,960	422,812	738,772
14	KCI SUB 370	FERRELVIEW 161 SUB 216	161.00	161.00	SINGLE WP	4.61		1	795 MCM	346,672	159,969	506,641
15	RAYTOWN #1 SUB 702	BLUE SPRINGS E. SUB 064	161.00	161.00	SINGLE WP	12.01		1	795 MCM	504,333	1,344,158	1,848,491
16	OAK GROVE SUB 589	ODESSA SUB 591	161.00	161.00	H FRAME WP	10.33		1	795 MCM	173,231	605,610	778,841
17	BLUE SPRINGS E. SUB 064	OAK GROVE SUB 589	161.00	161.00	SINGLE WP	6.65		1	795 MCM	33,683	615,866	649,549
18	GREENWOOD E.C. SUB 284	GREENWOOD E.C.	161.00	161.00	H FRAME WP	0.32		1	477 MCM		43,865	43,865
19	SMITHVILLE-KCI LINE (016)	PLATTE CITY 161 SUB 658	161.00	161.00	H FRAME WP	2.98		2	795 MCM	160,172	280,517	440,689
20	LONGVIEW ROAD SUB 426	GRANDVIEW E. SUB 267	161.00	161.00	H FRAME WP	6.02		1	795 MCM	61,602	349,016	410,618
21	GRANDVIEW E. SUB 267	MARTIN CITY SUB 270	161.00	161.00	SINGLE WP	4.92		1	795 MCM	212,267	573,964	786,231
22	FERRELVIEW SUB 216	ROANRIDGE SUB 740	161.00	161.00	SINGLE WP	7.07		1	795 MCM	54,889	679,121	734,010
23	PLATTE CITY SUB 658	KP&L STRANGER CREEK	161.00	161.00	H FRAME WP	13.82		1	1192 MCM	911,496	2,838,748	3,750,244
24	LEXINGTON SUB 440	ODESSA SUB 591	161.00	161.00	SINGLE SP	14.86		1	795 MCM	254,247	2,273,534	2,527,781
25	LEXINGTON 161 SUB 440	SIBLEY PLANT SUB 820	161.00	161.00	H FRAME WP	28.09		1	477 MCM	139,539	1,023,423	1,162,962
26	PLEASANT HILL 663	RAYTOWN #1 SUB 702	161.00	161.00	H FRAME WP	18.18		1	795 MCM	61,881	2,055,701	2,117,582
27	WESTERN ELECT JCT	WESTERN ELEC SUB 912	161.00	161.00	SINGLE WP	2.01		1	795 MCM	17,379	208,486	225,865
28	SEDALIA WEST SUB	WARRENSBURG EAST Sub	161.00	161.00	SINGLE SP	27.64		1	795 MCM	56,942	3,227,023	3,283,965
29												
30												
31												

TRANSMISSION LINE STATISTICS

Line No.	DESIGNATION		VOLTAGE (KV) (Indicate where other than 60 cycle, 3 phase)		Type of Supporting Structure	LENGTH (Pole miles) (in the case of underground lines report circuit miles)		Number of Circuits	Size of Conductor and Material	COST OF LINE (include in Column (j) Land, Land rights, and clearing right-of-way)		
	From (a)	To (b)	Operating (c)	Designed (d)		On Structure of Line Designated (f)	On Structures of Another Line (g)			Land (j)	Construction and Other Costs (k)	Total Cost (l)
32	MULLERGREN	HUTCHISON	230.00	230.00	WOOD-HF	65.75		1	795 MCM-ACSR	150,337	1,432,342	1,582,679
33	MULLERGREN PLANT	SPEARVILLE	230.00	230.00	WOOD-HF	61.45		1	795 MCM-ACSR	223,014	1,654,481	1,877,495
34	CONCORDIA	MANHATTAN	230.00	230.00	WOOD-HF	65.83		1	795 MCM-ACSR	222,357	4,883,488	5,105,845
35												
36					TOTAL	4,288.78	44.16	40		10,621,949	138,675,571	149,297,520

TRANSMISSION LINE STATISTICS

Line No.	DESIGNATION		VOLTAGE (KV) (Indicate where other than 60 cycle, 3 phase)		Type of Supporting Structure	LENGTH (Pole miles) (in the case of underground lines report circuit miles)		Number of Circuits	Size of Conductor and Material	COST OF LINE (include in Column (j) Land, Land rights, and clearing right-of-way)		
	From (a)	To (b)	Operating (c)	Designed (d)		On Structure of Line Designated (f)	On Structures of Another Line (g)			Land (j)	Construction and Other Costs (k)	Total Cost (l)
1	SEDGWICK COUNTY LINE	HARPER	138.00	138.00	WOOD-HF	27.72		1	226.8MCM-ACSR	85,320	565,634	650,954
2	HARPER	MEDICINE LODGE	138.00	138.00	WOOD-HF	32.23		1	226.8MCM-ACSR	49,864	442,696	492,560
3	MILAN TAP	MILAN	138.00	138.00	WOOD-HF	11.80		1	226.8MCM-ACSR	45,523	269,885	315,408
4												
5	115 KV LINES		115.00	115.00	WOOD-HF	753.59		1	226.8 & 477 MCM	1,403,912	17,493,928	18,897,840
7												
8	115 KV LINES		115.00	115.00	WOOD-HF	193.16		1	VARIOUS	186,953	4,494,294	4,681,247
10												
19										326,168	10,495,045	10,821,213
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32												
33												
34												
35												
36					TOTAL	4,288.78	44.16	40		10,621,571	138,675,571	149,297,520

TRANSMISSION LINES ADDED DURING YEAR

TRANSMISSION LINES ADDED DURING YEAR																
Line No.	LINE DESIGNATION		Line Length in Miles (c)	SUPPORTING STRUCTURE		CIRCUITS PER STRUCTURE		CONDUCTORS			Voltage KV (Operating) (k)	LINE COSTS				
	From	To		Type	Average Number per Miles (e)	Present	Ultimate	Size	Specifications	Configuration & Spacing		Land & Land Rights	Poles, Towers & Fixtures (m)	Conductors & Devices	Total	
	(a)	(b)		(d)	(e)	(f)	(g)	(h)	(i)	(j)		(l)	(m)	(n)	(o)	
1	Additions															
2	Odessa sub 591	Warransburg East sub 890	26.00	h frame sp		1	1	795 MCM				161	345,649	5,406,169	68,793	5,820,611
3																
4	Alterations-None															
5																
6																
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34																
35																
36																
37																
38																
39																
40																
41																
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43																
44	TOTAL		26.00			1	1						345,649	5,406,169	68,793	5,820,611

SUBSTATIONS

Line No.	Name and Location of Substation	Character of Substation	VOLTAGE (In Mva)			Capacity of Substation (In Service) (In MVA)	Number of Transformers In Service	Number of Spare Transformers	CONVERSION APPARATUS AND SPECIAL EQUIPMENT			Line No.
			Primary	Secondary	Tertiary				Type of Equipment	Number of Units	Total Capacity (In MVA)	
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)		
1	ADRIAN 014	DIST UNAT	161.00	12.00		13	1				1	
7	BLUE SPRINGS WEST 062	DIST UNAT	161.00	12.00		50	2				7	
8	BLUE SPRINGS EAST 064	TRANS UNAT	161.00	12.00		75	3				8	
9	BLUE SPRINGS SOUTH 065	DIST UNAT	161.00	12.00		30	1				9	
14	CLINTON, SPA 148	TRANS UNAT	161.00	69.00		100	2				14	
18	DUNCAN ROAD 198	DIST UNAT	161.00	12.00		30	1				18	
20	FERRELVIEW 161 216	DIST UNAT	161.00	25.00		100	2				20	
21	GRANDVIEW EAST 267	DIST UNAT	161.00	12.00		55	2				21	
24	GREENWOOD E.C. 284	TRANS ATTN	13.20	161.00		280	2				24	
25	HALLMARK 291	DIST UNAT	161.00	12.00		50	2				25	
26	HARRISONVILLE S. 311	TRANS UNAT	161.00	69.00		50	1				26	
27	K.C.I. 370	DIST ATTN	161.00	12.00		50	2				27	
29	LAKE WINNEBAGO 398	DIST UNAT	161.00	12.00		50	2				29	
30	LAKEWOOD 418	DIST UNAT	161.00	12.00		50	2				30	
31	LEE'S SUMMIT EAST 422	DIST UNAT	161.00	12.00		60	2				31	
33	LONGVIEW 161 426	DIST UNAT	161.00	12.00		50	2				33	
34	LONGVIEW 161 426	TRANS UNAT	161.00	69.00		100	1				34	
37	LEXINGTON 440	DIST UNAT	161.00	69.00		50	1				37	
39	MARTIN CITY 161 270	TRANS UNAT	161.00	69.00		50	1				39	

SUBSTATIONS

Line No.	Name and Location of Substation (a)	Character of Substation (b)	VOLTAGE (In Mva)			Capacity of Substation (In Service) (In MVA) (f)	Number of Transformer s In Service (g)	Number of Spare Transformers (h)	CONVERSION APPARATUS AND SPECIAL EQUIPMENT			Line No.
			Primary (c)	Secondary (d)	Tertiary (e)				Type of Equipment (i)	Number of Units (j)	Total Capacity (In MVA) (k)	
3	NEVADA 161 555	TRANS UNAT	161.00	69.00		100	2		CAPACITORS	1	24	3
5	OAK GROVE 161 589	DIST UNAT	161.00	12.00		50	2					5
6	ODESSA 161 591	TRANS UNAT	161.00	69.00		33	1					6
7	ORRICK 595	DIST UNAT	161.00	12.00		9	1					7
9	PLATTE CITY 161 658	TRANS UNAT	161.00	25.00		30	1					9
10	PLEASANT HILL 161 663	TRANS UNAT	161.00	69.00		100	1					10
16	PRAIRIE LEE 680	TRANS UNAT	161.00	12.00		50	2					16
18	RAYTOWN #1 702	DIST UNAT	161.00	12.00		70	2					18
19	RAYTOWN #4 710	DIST UNAT	161.00	12.00		84	2		CAPACITORS	1	50	19
20	RICHMOND 161 729	DIST UNAT	161.00	12.00		50	2					20
21	ROANRIDGE 740	TRANS UNAT	161.00	69.00		50	1					21
22	SEDALIA WEST 764	TRANS UNAT	161.00	69.00		100	2					22
23	SEDALIA WEST 764	DIST UNAT	161.00	12.00		50	2					23
24	SEDALIA EAST 766	DIST UNAT	161.00	12.00		50	2					24
30	SIBLEY 161 820	TRANS ATTN	161.00	69.00		100	1					30
31	SIBLEY 161 820	TRANS ATTN	22.00	161.00		450	1					31
33	SIBLEY 345 821	TRANS UNAT	345.00	161.00	13.80	400	1					33
34	SMITHVILLE 161 823	DIST UNAT	161.00	13.80		40	2					34
35	STALEY ROAD 830	DIST UNAT	161.00	12.00		50	2					35
39	TWA 866	TRANS UNAT	161.00	12.00		50	2					39

SUBSTATIONS

Line No.	Name and Location of Substation	Character of Substation	VOLTAGE (In Mva)			Capacity of Substation (In Service) (In MVA)	Number of Transformers in Service	Number of Spare Transformers	CONVERSION APPARATUS AND SPECIAL EQUIPMENT			Line No.
			Primary	Secondary	Tertiary				Type of Equipment	Number of Units	Total Capacity (In MVA)	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	
3	NEVADA 161 555	TRANS UNAT	161.00	69.00		100	2		CAPACITORS	1	24	3
5	OAK GROVE 161 589	DIST UNAT	161.00	12.00		50	2					5
6	ODESSA 161 591	TRANS UNAT	161.00	69.00		33	1					6
7	ORRICK 595	DIST UNAT	161.00	12.00		9	1					7
9	PLATTE CITY 161 658	TRANS UNAT	161.00	25.00		30	1					9
10	PLEASANT HILL 161 663	TRANS UNAT	161.00	69.00		100	1					10
16	PRAIRIE LEE 680	TRANS UNAT	161.00	12.00		50	2					16
18	RAYTOWN #1 702	DIST UNAT	161.00	12.00		70	2					18
19	RAYTOWN #4 710	DIST UNAT	161.00	12.00		84	2		CAPACITORS	1	50	19
20	RICHMOND 161 729	DIST UNAT	161.00	12.00		50	2					20
21	ROANRIDGE 740	TRANS UNAT	161.00	69.00		50	1					21
22	SEDALIA WEST 764	TRANS UNAT	161.00	69.00		100	2					22
23	SEDALIA WEST 764	DIST UNAT	161.00	12.00		50	2					23
24	SEDALIA EAST 766	DIST UNAT	161.00	12.00		50	2					24
30	SIBLEY 161 820	TRANS ATTN	161.00	69.00		100	1					30
31	SIBLEY 161 820	TRANS ATTN	22.00	161.00		450	1					31
33	SIBLEY 345 821	TRANS UNAT	345.00	161.00	13.80	400	1					33
34	SMITHVILLE 161 823	DIST UNAT	161.00	13.80		40	2					34
35	STALEY ROAD 830	DIST UNAT	161.00	12.00		50	2					35
39	TWA 866	TRANS UNAT	161.00	12.00		50	2					39

32	LIBERTY WEST	DIST. UNAT	161.00	12.00		25	1					32
33												33
34												34
35												35
36												33
37												34
38												35
39												33
40	TOTAL ALL PAGES		18022.20	5668.36	333.00	8711	756	200		6	1,052	40

Exhibit H

**Description of Jurisdictional Facilities and Securities
Associated with or Affected by the Transaction**

Given the nature of the transaction at issue herein, UtiliCorp requests
waiver of the requirement to file this exhibit.

Exhibit I

Exhibit I

Contracts Relating to the Transaction

AGREEMENT OF
TRANSMISSION FACILITIES OWNERS TO ORGANIZE
THE
MIDWEST INDEPENDENT TRANSMISSION SYSTEM
OPERATOR, INC., A DELAWARE NON-STOCK CORPORATION

Please note that revisions filed at the Federal Energy Regulatory Commission ("Commission") on November 20, 2000 (and reflected herein) proposing to:

- (i) modify the Agreement to expand the Midwest ISO Advisory Committee to include certain Mid-Continent Area Power Pool ("MAPP") members and
- (ii) modify the revenue distribution allocations set forth in the Agreement to state that MAPP Transmission Owners that elect Network Transmission Service on behalf of their bundled retail load will not receive certain revenues associated with Point-to-Point Transmission Service

have not been accepted by the Commission. An order is expected at the end of January 2001.

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APPENDICES

Appendix A - Standards of Conduct

Appendix B - Planning Framework

Appendix C - Pricing and Revenue Distribution, Return of Start-up Costs, and Renegotiation Procedures for Grandfathered Agreements

Appendix D - Dispute Resolution

Appendix E - Framework for Operational Responsibilities

Appendix F - Bylaws

Appendix G - Agency Agreement

Appendix H - Transmission System Facilities

Article One

THIS AGREEMENT, including all appendices attached hereto (hereinafter "Agreement"), is entered into by the undersigned owners of electric transmission facilities for the purpose of organizing the Midwest Independent Transmission System Operator, Inc., a Delaware non-stock corporation (hereinafter "Midwest ISO").

ARTICLE ONE

DEFINITIONS

I. In General.

Unless the context otherwise specifies or requires, the following terms used in this Agreement, or in any appendix to this Agreement, shall have the respective meanings set forth below. Additional terms are defined for convenience of reference in other provisions of this Agreement. When used in this Agreement, or in any appendix to this Agreement, such additional terms shall have the respective meanings set forth in such other provisions of this Agreement.

A. Agency Agreement. The agreement appended hereto as Appendix G which allows Non-transferred Transmission Facilities to be offered for transmission service under the Transmission Tariff.

B. Effective Date. The effective date as to any signatory to this Agreement is the date this Agreement is signed by the signatory, except as to Governmental Entities, as to whom this Agreement will become effective only upon fulfillment of the conditions specified in Article Seven, Paragraph C of this Agreement.

Article One

C. **FERC.** The Federal Energy Regulatory Commission, or any successor agency.

D. **Good Utility Practice.** Any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act, to the exclusion of all others, but rather to be a range of acceptable practices, methods, or acts generally accepted in the region.

E. **He, Him, or His.** Includes "she," "her", or "hers", respectively.

F. **Member.** A person or business entity which is (i) an Eligible Customer, as defined in the Transmission Tariff, or (ii) an Owner, as defined herein, and which pays to the Midwest ISO, the non-refundable membership fees as required herein. Such person or entity shall be a Member during the period covered by the applicable membership fees unless earlier terminated pursuant to this Agreement.

G. **Non-owner Member.** A Member which is not an Owner.

Article One

H. Non-transferred Transmission Facilities. The booked transmission facilities not identified in Appendix H to this Agreement which are the subject of the Agency Agreement.

I. Owner. A utility or other entity which owns, operates, or controls facilities for the transmission of electricity in interstate commerce (as determined by the Midwest ISO by applying the seven-factor (7-factor) test of the FERC set forth in FERC Order No. 888, 61 Fed. Reg. 21,540, 21,620 (1996), or any successor test adopted by the FERC) and which is a signatory to this Agreement. A public utility holding company system shall be treated as a single Owner for purposes of this Agreement. Each Owner shall pay the applicable membership fees and become a Member. Any termination of a utility's or entity's status as an Owner shall be determined pursuant to this Agreement.

J. Transfer Date. The date established pursuant to Article Two, Section X, Paragraph B of this Agreement.

K. Transmission Tariff. The transmission tariff on file with the FERC under which the Midwest ISO will offer transmission service, or any successor tariff.

L. Transmission System. The transmission facilities of the Owners which are committed to the operation of the Midwest ISO by this Agreement. These facilities shall include (i) all networked transmission facilities above 100 kilovolts (hereinafter "kV"); and (ii) all networked transformers where the two (2) highest voltages qualify under the voltage criteria of item (i) above. The facilities may also include other facilities that the Midwest

Article One

ISO directs the Owner(s) to assign to it subject to the procedures set forth in Appendix B to this Agreement. The facilities comprising the Transmission System are identified in Appendix H to this Agreement. Appendix H shall be amended from time to time to reflect the addition of facilities to, or removal of facilities from, the Transmission System.

M. User. A Transmission Customer under the Transmission Tariff or an entity that is a party to a transaction under the Transmission Tariff.

Article Two

ARTICLE TWO

ORGANIZATION AND GOVERNANCE OF THE MIDWEST ISO

I. Character Of The Organization.

A. Organization of Non-stock, Not-for-profit Corporation.

1. This Agreement sets forth the terms and conditions pursuant to which the Midwest ISO shall be governed and, to the extent provided herein, pursuant to which it shall be operated.

2. The Midwest ISO is to be organized as a non-stock, not-for-profit corporation, pursuant to Title 8, Chapter 1 of the laws of the State of Delaware. The Midwest ISO is not to be organized for profit and shall be operated exclusively for the promotion of social welfare, in furtherance of the public policy reflected in the Order of the FERC approving this Agreement and FERC Order No. 888. The Midwest ISO intends to file an application with the Department of the Treasury, Internal Revenue Service, for recognition of exemption from federal taxation pursuant to Section 501 of the Internal Revenue Code of 1986, as amended, or a successor provision (hereinafter "Internal Revenue Code").

3. No part of the net earnings, if any, of the Midwest ISO shall inure to the benefit of any Midwest ISO Member, Director, Officer, employee, or any other interested private person. The Midwest ISO is authorized and empowered to pay reasonable compensation for services actually rendered and to make payments or

Article Two

distributions in furtherance of the purposes and objectives set forth in this Agreement, the attachments hereto, and the Transmission Tariff. No substantial part of the activities of the Midwest ISO shall be carrying on propaganda or otherwise attempting to influence legislation. The Midwest ISO shall not participate in or intervene in any political campaign on behalf of any candidate for public office.

4. Notwithstanding any other provision of this Agreement, if the Internal Revenue Service determines that the Midwest ISO qualifies as a tax-exempt, not-for-profit corporation, the Midwest ISO shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from taxation under the Internal Revenue Code, or successor provisions in any subsequent federal tax laws, or such other provision or successor provisions under which the Internal Revenue Service may recognize that the Midwest ISO is exempt from taxation. If the Midwest ISO does not qualify for such tax exemption, the Midwest ISO shall, consistent with its other obligations under this Agreement, minimize its federal and state tax obligations.

B. Declaration. By agreeing to and executing this Agreement, the Owners declare that (i) the Transmission System committed to the operation and control of the Midwest ISO, (ii) the Non-transferred Transmission Facilities, and (iii) all revenues from the provision of transmission service provided by the Midwest ISO shall be managed, administered, received, and collected, in the manner and subject to the terms and conditions set forth in this Agreement and any amendments to this Agreement.