

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

In The Matter of the Application of Aquila, Inc.)
for Permission and Approval and a Certificate of)
Public Convenience and Necessity Authorizing it)
to Acquire, Construct, Install, Own, Operate,)
Maintain, and otherwise Control and Manage)
Electrical Distribution Substation And Related)
Facilities in Cass County, Missouri (Near the)
City Of Peculiar).)

Case No. EA-2008-0279

STIPULATION AND AGREEMENT

As a result of discussions, the Staff of the Missouri Public Service Commission (“Staff”), the Office of the Public Counsel (“Public Counsel”), and Aquila, Inc., (“Aquila”), (collectively, the “Parties”), hereby submit the following stipulation and agreement (“Agreement”) to the Missouri Public Service Commission (“Commission”).

I. FACTUAL SUMMARY AND PROCEDURAL BACKGROUND

Aquila is an electrical corporation under the jurisdiction of the Commission as provided by law. On February 22, 2008, Aquila filed an application with the Commission, requesting a Certificate of Public Convenience and Necessity to construct, own, operate and manage an electrical distribution substation in Cass County, Missouri, near the City of Peculiar (the “Peculiar II Substation”), docketed as EA-2008-0279. Aquila subsequently filed a Motion for Expedited Treatment requesting that the Commission issue an order approving Aquila’s application by April 1, 2008, bearing an effective date no later than April 10, 2008 so that construction of this substation would be completed prior to the 2008 peak in-service date. The Commission issued an Order and Notice for interested parties to intervene by March 14, 2008, but no party intervened.

II. STIPULATED FACTS

The Parties stipulate to the following facts:

1. Aquila is a Delaware Corporation with its principal office and place of business at 20 West 9th Street, Kansas City, Missouri 64105-1711.

2. Aquila is a regulated public utility corporation subject to the Commission's jurisdiction under Missouri law. The Commission has authorized Aquila to conduct its business in its certificated areas in Missouri through its Aquila Networks--MPS and Aquila Networks--L&P operating divisions. As such, Aquila generates, transmits, distributes, and sells electric energy and power in those areas of Missouri certificated to it by the Commission.

3. The Peculiar II Substation and related facilities will be located in Cass County, near the City of Peculiar, Missouri.

4. The Commission has authorized Aquila, or its predecessors-in-interest, to construct, operate, and maintain electrical facilities, transmission lines and distribution systems and to render electrical service throughout portions of Cass County, Missouri, pursuant to various Orders, including its order in Case No. 9470. See Appendix A.

5. The Peculiar II Substation will be located on private property within the general electric service area the Commission certificated to Aquila's predecessor in Case No. 9470, legally described ("Tract I") as follows:

Part of the Northeast Quarter of the Northeast Quarter of Section 17, Township 45, Range 32, Cass County, Missouri, described as follows:

From the Northwest Corner of said Quarter Quarter Section, Run Thence South 0°41'32" East along the West Line thereof, 45.48 feet to a Point on the South Right-of-Way Line of Missouri State Route YY as now located; thence South 89°13'13" East along said Right-of-Way Line, 249.98 feet; thence South 1°22'06" East, 424.90 feet; thence North 89°10'17" West, parallel with the North Line of the Northeast Quarter of the Northeast Quarter of said Section 17, 255.00 feet to a Point on the West Line of said Quarter Quarter Section; thence North 0°41'32"

West along said West Line, 424.52 feet to the true Point of Beginning. Contains 2.46 Acres, more or less, subject to any existing easements.

6. Aquila holds deeds for Tract I in fee, and an easement for the transmission line interconnect. See Appendix B.

7. A map and aerial view of the Peculiar II Substation site are attached and marked as Appendix C. The Tract consists of approximately 2.46 acres of land, located at 9707 East Street along Route YY, generally located in Section 17, Township 45, Range 32, Cass County, Missouri.

8. The Topographical Survey and Site Development Plan of the Peculiar II Substation site, as well as its legal description is attached and marked as Appendix D. While these plans and specifications are accurate as of the date of this application, they remain subject to change and supplementation. The estimated cost of the project is \$3.8 million. Aquila plans to finance construction of the Peculiar II Substation with funds on hand or available to it through existing lines of credit. It will not be project-financed.

9. The Peculiar II Substation will promote public convenience and necessity in that it will serve customers in Cass County.

10. The Peculiar II Substation will be a new 161kV substation to replace an old and overloaded existing 69kV substation built in 1971, located at 9707 East Street, Route YY west of Harper Street. The new substation would be built next to the older substation on the same tract of land, and the old substation will be dismantled after the new substation goes into service.

11. The new facilities will bring several benefits, including improved system reliability, increased service capacity for existing and expected growth, and reduce the need for additional electric lines from the existing substation so it can deliver power to its customers safely, efficiently and reliably.

12. Aquila asserts that the current substation serving this area, located on this same tract of land as described in Paragraph 5 above, does not have sufficient capability to provide reliable electrical service to the current and future development in this area.

13. On February 14, 2008, during a regularly scheduled public meeting, Cass County Board of Zoning Adjustment unanimously approved a Non-Conforming Use permit for Aquila to build the new substation. Appendix E.

III. THE AGREEMENT

A. Approval of the Substation

Based on and subject to the conditions, limitations, stipulations and agreements set forth herein, the Parties agree that the Commission should grant to Aquila permission and approval to construct, install, own, operate, maintain and otherwise control and manage the Peculiar II Substation in that the exercise by Aquila of the rights and privileges set forth in the application is necessary or convenient for the public service.

The Parties further agree that the Peculiar II Substation will promote public convenience and necessity in that it will serve customers in Cass County. Moreover, the Parties agree that the current plans and specifications for the Peculiar II Substation are attached and marked as Appendix C. In addition, the Parties agree that the Commission should authorize Aquila to enter into, execute, deliver and perform the necessary arrangements and documents to facilitate the project described above including the authority to make such limited modifications to the plans and specifications set forth in Appendix C as are reasonably necessary to effectuate the authority hereinabove granted.

B. Other Similar Stipulation and Agreements Due to the Precedential Impact of *StopAquila.org v. Aquila, Inc.*

The Parties entered into a Stipulation and Agreement regarding the Osceola and Raymore North Substations, Case Nos. EA-2006-0499 and EA-2006-0500, respectively, and the Commission approved those agreements on October 19, 2006. Additionally on August 28, 2007, the Commission approved the Parties' Stipulation and Agreement regarding the Pope Lane Substation in Case No. EA-2007-0244. In these Stipulation and Agreements, the parties agreed that the Western District Court of Appeals decision in *Harline v. Public Service Commission*, 343 S.W.2d 177 (Mo. App. 1960) and its progeny held that utility companies, such as Aquila, may construct and operate new electrical transmission and distribution lines within their Commission-certificated service areas without obtaining additional specific certificates of convenience and necessity from the Commission. However, the Western District's *StopAquila.org v. Aquila, Inc.*, 180 S.W.3d 24 (Mo. App. W.D. 2005) case created some uncertainty as to whether an electric utility may lawfully construct and operate any electrical substation, including a transmission substation, within the utility's certificated service area without first obtaining from the Commission a § 393.170.1 certificate of convenience and necessity that specifically authorizes the utility to construct and operate the electric substation.

The Staff and Public Counsel believe the holding in *StopAquila.org* does not require Aquila to seek a specific certificate of convenience and necessity from the Commission to construct and operate electrical substations. Aquila, however, interpreted the *StopAquila.org* holding as new binding precedent requiring additional approval from the Commission for Aquila to construct and operate new electric substations. Because of the need for the expedited construction of the Peculiar II Substation, the Parties agree that the Commission should exercise its discretion and issue certificates of convenience and necessity under § 393.170.1 RSMo.

authorizing Aquila to construct and operate the Peculiar II Substation so that Aquila can begin construction immediately.

C. Future “Test Case”

As part of the agreement in Case Nos. EA-2006-0499 and EA-2006-0500, Aquila agreed to file a “test case” in order to seek clarification from the court of appeals regarding whether utilities must obtain a certificate of convenience and necessity specifically authorizing the construction of a new substation.

As a result of that agreement, Aquila filed an application seeking a certificate of convenience and necessity to build a substation in Benton County, Case No. EA-2007-0245 (“Cole Camp Substation”). The Commission dismissed Case No. EA-2007-0245 on August 28, 2007, on the basis that Aquila, through a certificate of convenience and necessity issued in 1938, already had sufficient authority to construct and operate the Cole Camp Substation. In compliance with the agreement, Aquila filed a petition for review in the Circuit Court of Cole County, and that appeal is currently pending, but exhausting the appellate process in order to seek a final decision will take several more months. Because of the need for the expedited construction of the Peculiar II Substation, Aquila is requesting that the Commission exercise its discretion and issue a certificate of convenience and necessity under §393.170.1 RSMo authorizing Aquila to construct and operate the Peculiar II Substation. Accordingly, the Parties agree that the Peculiar II Substation application should be treated like the Raymore North, Osceola, and Pope Lane Substation applications and approved by the Commission.

D. The Agreement Is In the Public Interest

The Parties agree that the terms of the Agreement are in the public interest and should be approved by the Commission. Aquila asserts that approval will allow Aquila to provide safe,

reliable, and affordable electrical services to its customers served by this substation during the 2008 peak demand season.

IV. THE EFFECT OF THE AGREEMENT

A. This Agreement represents a negotiated settlement. This Agreement is based on the unique circumstances presented by Aquila to the signatory Parties. This Agreement shall not be construed to have precedential impact in any other Commission proceeding. Except as specified herein, the signatory Parties to this Agreement shall not be prejudiced, bound by, or in any way affected by the terms of this Agreement: (a) in any future proceeding; (b) in any proceeding currently pending under a separate docket; and/or (c) in this proceeding should the Commission decide not to approve this Agreement, or in any way condition its approval of same.

B. The provisions of this Agreement have resulted from negotiations among the signatory Parties and are interdependent. If the Commission does not approve and adopt the terms of this Agreement in total, it shall be void and no party hereto shall be bound, prejudiced, or in any way affected by any of the agreements or provisions hereof.

C. When approved and adopted by the Commission, this Agreement shall constitute a binding agreement among the signatory Parties hereto. The signatory Parties shall cooperate in defending the validity and enforceability of this Agreement and the operation of this Agreement according to its terms.

D. This Agreement does not constitute a contract with the Commission. Acceptance of this Agreement by the Commission shall not be deemed as constituting an agreement on the part of the Commission to forego the use of any discovery, investigative or other power which the Commission presently has. Thus, nothing in this Agreement is intended to impinge or restrict in any manner the exercise by the Commission of any statutory right, including the right

to access information, or any statutory obligation. Nothing in this Agreement is intended to impinge, restrict or limit in any way Public Counsel's discovery powers, including the right to access information and investigate matters related to Aquila.

E. This Agreement contains the entire agreement between the signatory Parties on the matters addressed herein. There are no other generally applicable agreements or arrangements that pertain to these matters. Silence in this Agreement on a particular topic or issue indicates that the signatory Parties reached no agreement on the handling of that topic or issue.

F. This Agreement shall become effective upon Commission approval without modification by final Commission order. Such order becomes "final" either by issuance of a Commission order on rehearing or, if no rehearing, on the effective date of the order.

G. This Agreement is being entered into for the purpose of disposing of all issues in this case and the matters specifically addressed in this Agreement. None of the Parties to this Agreement shall be deemed to have approved, accepted, agreed, consented or acquiesced to any ratemaking principle or procedural principle, including, without limitation, any method of cost determination or cost allocation or revenue related methodology, and none of the signatories shall be prejudiced or bound in any manner by the terms of this Agreement in this or any other proceeding, whether this Agreement is approved or not, except as otherwise expressly specified herein.

H. All Parties further understand and agree that the provisions of this Agreement relate only to the specific matters referred to in the Agreement and no Party waives any claim or right which it otherwise may have with respect to any matters not expressly provided for in this Agreement.

V. COMMISSION APPROVAL OF THE AGREEMENT

A. The Staff may file with the Commission suggestions or a memorandum in support of this Agreement. Aquila shall be served with a copy of any memorandum and shall be entitled to submit to the Commission, within ten (10) days of receipt of the Staff's memorandum, a responsive memorandum, which shall also be served on Staff. However, it is further understood and agreed that this is the entire agreement between the parties. No representations, promises, or understandings contained within the suggestions, memorandum, or responsive memorandum that may be filed in support of this Agreement shall be construed as a supplement or provision to this Agreement unless such representation, promise, or understanding is contained herein.

B. The Staff shall also have the right to provide, at any Agenda meeting at which this Agreement is noticed to be considered by the Commission, whatever oral explanation the Commission requests, provided that the Staff shall, to the extent reasonably practicable, provide other Parties with advance notice when the Staff shall respond to the request once such explanation is requested from Staff. Staff's oral explanation shall be subject to public disclosure, except to the extent it refers to matters that are privileged or protected from disclosure pursuant to any Protective Order issued in this case.

C. In the event the Commission accepts the specific terms of the Agreement, the Parties waive, with respect to the issues resolved herein: their respective rights pursuant to Section 536.070(2), RSMo 2000 to call, examine and cross-examine witnesses; their respective rights to present oral argument and/or written briefs pursuant to Section 536.080.1 RSMo 2000; their respective rights to the reading of the transcript by the Commission pursuant to Section 536.080.2 RSMo 2000; and their respective rights to judicial review pursuant to Section 386.410 RSMo 2000.

D. To assist the Commission in its review of this Agreement, the Parties also request the Commission advise them of any additional information that the Commission may desire from the Parties relating to the matters addressed in this Agreement, including any procedures for furnishing such information to the Commission.

WHEREFORE, for the foregoing reasons, the undersigned Parties respectfully request the Commission determine that exercise of Aquila's right, privilege or franchise to construct the Peculiar II Substation is necessary or convenient for the public service, issue an order approving the Agreement and authorizing Aquila to construct, install, own, operate, maintain and otherwise control and manage the Peculiar II Substation, all subject to the specific terms and conditions contained in the Agreement.

Respectfully submitted,

/s/ Renee Parsons

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document was delivered by first class mail, electronic mail or hand delivery, on the 20th day of March, 2008, to the following:

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/s/ Robert S. Berlin

In the Matter of the Application of the MISSOURI PUBLIC SERVICE CORPORATION for a blanket Certificate of Convenience and Necessity, authorizing it to construct, operate, and maintain extensions to its electric transmission and distribution lines (exclusive of incorporated municipalities) in all or portions of Jackson, Lafayette, Pettis, Johnson, Cass, Bates, Henry, Benton, St. Clair, Vernon, Cedar, Barton, Dade, Harrison, Mercer, Grundy and Daviess Counties; and to authorize a proposed territorial boundary line in Livingston County; all within the State of Missouri; all of the territory and territorial boundary lines in the above mentioned Counties, being more fully shown and described on the maps and in the descriptions attached hereto, marked Exhibits A-1 to A-19, inclusive.

Case No. 9470.

Decided January 18, 1938.

- 1 (See Digest: Certificates of Convenience and Necessity, 32-34.) Electrical Extension. Local Consent. Service Area. An electrical utility, as a condition precedent to the granting of authority for the extension of its existing lines within a county, must show that it has received the consent of the county court, either for a specific line or for a prescribed area as the court may determine, and can only ask to have the record show the area in which it professes its willingness to furnish service should anyone want it and the conditions warrant the extension.
- 2 (See Digest: Monopoly and Competition, 7a.) Extensions. Blanket Certificate. Notice to Other Utilities. The Commission, in granting an electrical utility blanket authority to extend its lines anywhere within a prescribed area, held that notice of any actual extensions to be made under such general authority should be given to electric cooperative associations as well as to other public utilities whose service or the operation of whose lines may be adversely affected by the construction of a line, but that such notice was not necessary when a proposed line would not cross or parallel the line of a cooperative association or another utility.
- 3 (See Digest: Certificates of Convenience and Necessity, 12.) Electrical Extensions. Blanket Certificate. The Commission, in granting an electrical utility a blanket certificate authorizing the extension of its lines anywhere within a prescribed area, did so with the understanding that the utility was not seeking exclusive authority to operate in the area, but only that authority to extend its lines from its present or any future existing system, in order that prospective customers adjacent to the then existing system could receive service as promptly as possible and with minimum expense.
- 4 (See Digest: Service, 199-206.) Electrical Extensions. Public Benefit. It is beneficial to the public and desirous to allow an electrical utility to use its funds to make extensions in accordance with its existing extension rule where expected revenues will justify, at as low cost as good construction will permit, so that the public served will have the benefit of the lowest possible rates for the service to be rendered.

23 MO. P. S. C.

- 5 (See Digest: Arbitration.) Blanket Certificate. Arbitration of Disputes. The Commission, in granting an electrical utility a blanket certificate authorizing the extension of its lines anywhere within a prescribed area, provided in its order that after notice had been given to any other utility or electric cooperative association affected by a specific extension and the parties were unable to come to an agreement as to their rights and obligations, the matter could then be submitted to the Commission for arbitration.

APPEARANCES:

W. W. Graves for the Applicant.
R. W. Hedrick for Missouri Telephone Association.
P. W. Markham for Consumers Public Service Company.
Gregory Stockard for Barton County Electric Cooperative
and Ozark Electric Cooperative.
Richard Ashby for Livingston County.
Orville Ousley for City of Chillicothe.
R. E. Duffy for the Commission.

REPORT AND ORDER OF THE COMMISSION.

BY THE COMMISSION:

This case is before the Commission upon the application of the Missouri Public Service Corporation, hereinafter referred to as the applicant; for an order granting it a certificate of convenience and necessity to construct, maintain and operate, as a public utility, electric transmission and distribution lines for the purpose of furnishing electric service to the public in the counties of Jackson, Lafayette, Pettis, Johnson, Cass, Bates, Henry, Benton, St. Clair, Vernon, Cedar, Barton, Dade, Harrison, Mercer, Grundy and Daviess, all in the State of Missouri. The areas within said counties in which the applicant seeks authority to construct the electric lines, as the public convenience and necessity require, are more fully hereinafter described.

In Livingston County, in which applicant now maintains and operates electric transmission lines, it asks that the Commission designate in this case the rural area of that county in which the applicant shall be expected to construct and maintain electric lines for the purpose of serving the public located therein. It has heretofore received a certificate of convenience and necessity to construct, maintain and operate lines along designated routes, those lines now being in operation, but has not received authority to construct any additional lines along other routes. The County Court has not authorized it to locate electric pole lines along and across any other highways of that county.

The case was heard by the Commission at Jefferson City, Missouri, after due notice had been given, on the 17th day of December, 1937, at which time all interested parties were given an opportunity to be heard.

The applicant is a Missouri corporation engaged as a public utility in the rendition of water, gas and electric service in cities and towns, as well as rural areas adjacent to said cities and towns, in the aforesaid counties. Its principal operating office and post-office address is Warrensburg, Missouri.

The evidence shows that the applicant has received, by orders of the respective county courts hereinabove named, with the exception of Livingston County, authority to construct, maintain and operate electric distribution lines along and across the public streets, roads and alleys, and other public places and grounds in each of the counties above named. Certified copies of the court orders of those counties are filed as a part of the application in this case. The applicant has also been granted authority by the various municipalities wherein it now operates in the aforesaid counties to construct, maintain and operate electric transmission lines and distribution systems within the corporate limits of the said towns and villages. As a condition precedent to the granting of a certificate of convenience and necessity by this Commission in any of the towns now served, or for the construction of electric lines along certain routes in the above counties, the applicant has presented to the Commission proof that it had received the required consent of the proper municipal authorities or orders of the respective county courts for the location of the proposed pole line or lines along and across the streets, roads and highways of said incorporated or unincorporated areas, as the jurisdiction of the local authorities may require.

Attached to the application, marked Exhibits "A-1" to "A-19" inclusive, are maps and verbal descriptions of the respective areas of the counties in which the applicant seeks a certificate of convenience and necessity in this case to extend its lines. These exhibits show that the applicant does not ask that the authority sought cover all the counties above named. We note that the entire areas of Benton, Johnson and Harrison are included, while only portions of the others are included. A general map, marked Exhibit "A-1", shows the exact location of the lines delineating the territory in which the applicant seeks a certificate at this time, with the exception of Livingston County.

At the hearing the applicant corrected its petition wherein it describes the boundary line heretofore determined in a formal action before this Commission between the areas now served by the applicant and the Kansas City Power & Light Company. The two parties are in agreement in this description.

In Livingston County the applicant does not have authority from the county court to locate its lines as it may desire along the highways of that county, so without such consent of local authority it does not include in its petition a request for a certificate of convenience and necessity for that county, but asks that Commission declare the line it has shown in its exhibit, and

23 MO. P. S. C.

proposes to have it as a matter of record, as outlining the area in Livingston County wherein it should be expected to operate and extend service as against other public utilities which are now operating and may be called upon to serve the remaining portions of the county. As we mentioned above, it now has a line in that area, the northwestern part of Livingston County, and is operating a distribution system in the town of Chula. For these it has been granted, from time to time, certificates of convenience and necessity for the construction of the lines it now has in operation and for the operation of those lines.

[1] The Prosecuting Attorney of Livingston County appeared at the hearing and asked that the case be continued in order that the county could have more time to look into this case, but upon further presentation of the issues involved and the position of the applicant, it was determined that the hearing should be held. It was apparent at the hearing that the applicant was not in a position to present a request for any authority of any kind concerning its operations in Livingston County, and in reviewing the evidence submitted the Commission now finds that in view of Section 5193 of the 1929 Revised Statutes of Missouri, the applicant was in no position to present any request for authority to operate in Livingston County. It is now operating at certain points in that county, but should it desire to extend its lines, our understanding of the law is that it will be required to seek a certificate of convenience and necessity for any further extension, and as a condition precedent to the granting of such authority, it must show that it has received the consent of the county court either for the specific line or for a prescribed area, as the court may determine. Our view of the position of the applicant in this case insofar as Livingston County is concerned is that the applicant can only ask to have the record show the area in which it professes its willingness to furnish the service should anyone want it and the conditions warrant the extension. The Commission has no power to grant any right or privilege upon such request. Nothing further need be said on that point in this case.

The Consumers Public Service Company, with headquarters at Brookfield, Missouri, now engaged in furnishing electric service in Linn, Sullivan, possibly Grundy and Mercer Counties, appeared and was opposed to the applicant's proposed line wherein it runs north and south along the east side of the City of Princeton. The Consumers Public Service Company states that it now has a line extending to Princeton over which it purchases from the municipal plant at Princeton electrical energy for transmission over that line to its transmission system used in furnishing electric service to a number of cities and towns in those counties. The Consumers Public Service Company did not indicate that it had any demand for service in the area

involved at this time, and did not indicate when it may be called upon to furnish the service. The applicant likewise did not indicate that it had any calls for service in that particular area at this time. This conflict will be discussed further below.

The evidence shows that the applicant has paid the \$5.00 filing fee required by law.

Attached to the application, marked Exhibits "B-1" to "B-17" inclusive, are certified copies of the orders of the county courts that have granted the applicant authority to construct electric transmission and distribution lines along and across the highways of the respective counties. The counties are Jackson, Lafayette, Pettis, Johnson, Cass, Bates, Henry, Benton, St. Clair, Vernon, Cedar, Barton, Dade, Harrison, Mercer, Grundy and Daviess.

The applicant also files as Exhibits "C" to "C-11" inclusive, a list of the names of other electric utilities whose systems are adjacent to the territory in which it is located and in which it seeks the authority herein named. Copies of correspondence it has had with those utilities pertaining to this matter are also attached. Also, as Exhibits "D" to "D-20", is a list of the names of other public utilities, communication and pipeline, whose lines may be affected by the applicant's construction from time to time, together with correspondence it has had with those utilities. Its Exhibit "E" lists the names of all parties who are interested as owners or operators of telephone lines, mutual, individually owned or otherwise, to whom letters were sent setting forth the authority the applicant is asking in this case. All these parties were given notices of the hearing herein.

The applicant states that before constructing any of its transmission lines along the state highways it will secure from the State Highway Commission such authority as may be required by law for the proposed construction.

Applicant states that because of the increasing demand for electric service it is required continuously to extend and expand its transmission and distribution system, and that under the procedure it has heretofore followed under the laws of the State of Missouri, it has made an application for each extension, regardless of size, to serve new customers. During the year 1937, up to the date of the hearing, it made application for some 10 minor extensions, and it now has filed with it requests for service by parties located in rural territory, some of them very anxious to get the service at an early date. The applicant further states that each of these smaller extensions heretofore made have cost anywhere from \$31.00 to \$55.00 per extension. It claims that in some instances the cost of securing the certificate of convenience and necessity has amounted to more than the actual cost of constructing the physical property. By this case it hopes to eliminate that added cost, as well as expedite its procedure in arranging to take care of requests for service.

Applicant states that the transmission and distribution lines it will construct from time to time will be constructed in conformity with the National Electrical Safety Code, its specific rules and regulations on file with the Commission, and as the laws of the State of Missouri and the rules of this Commission may require. It further states that said lines and all equipment connected therewith will be maintained in a reasonably safe and adequate manner so as not to endanger the safety of the public or to interfere unreasonably with the service of other aerial lines.

In carrying out any construction program for which it now seeks authority, the applicant states that before the construction of any extension or before any major change is made in the location, phase or voltage of any existing electric transmission line in the territory described in this proceeding, it will give at least fifteen days' notice to any and all other public utility or utilities whose lines or system may be affected. In giving such notice applicant agrees to show, in sufficient detail, what the proposed construction or alteration will be, to enable the representatives of the affected utilities to determine what action they may desire to take with reference thereto. Wherever such extensions or major alterations may cause inductive or other electrical interference with the existing lines of other public utility or utilities, the expense, if any, incurred in making such changes shall be determined by agreement between the parties operating such lines and the applicant, and in case of failure of the parties to reach such agreement in settlement thereof, the matter may be submitted to the Commission for arbitration and determination in the manner provided for in Section 118 of the original Act creating the Public Service Commission of the State of Missouri, now Section 5241 of the 1929 Revised Statutes of Missouri.

[2-5] Counsel for the Barton County Electric Cooperative and the Ozark Electric Cooperative appeared in the interest of those cooperative associations. Those associations, incorporated under the laws of the State of Missouri, are composed of residents within the prescribed county or area who have associated themselves together and incorporated for the purpose of borrowing from the Federal Government, through the Rural Electrification Administration, funds necessary to construct rural lines within the area for the purpose of securing for themselves electric service. Their special interest in this case is that they be given notice the same as any other public utility by the applicant prior to the construction of any line the applicant may determine is required in the area in which it now seeks a certificate and in which the cooperative will operate. We see no reason why that information should not be given to the cooperative as well as to any other public utility. It must be understood, however, that with the granting of the authority herein sought by the applicant all parties of interest now existing in the counties have notice of the applicant's authority, and further, that if at any time in the

future the applicant determines to construct a line along a given highway, it will give notice to those utilities who may have lines along or across that particular highway or route of the line, whose service or the operation of whose line may be adversely affected by the construction and operation of the proposed line. If there is no other line along the highway or across it that may be crossed or paralleled by the construction of the applicant at the particular time, we see no reason why notice should be given to any utility, including the cooperative who may have lines in other parts of the county but not affected by the particular construction.

It is not understood by the Commission that the applicant is seeking exclusive authority to operate in the area, but authority to extend its electric lines from its present system or from the system that it may have in existence at any given time in the future, in order that prospective customers adjacent to the then existing system can receive electric service as promptly as possible and at minimum expense. It is required, 325 Mo. 1217, 315 S. W. (2) 67, to secure from this Commission a certificate of convenience and necessity before beginning any work to extend its service to new customers who reside outside of incorporated cities, towns and villages within the area herein prescribed. In order to avoid delay in securing that authority, which in turn delays the customer from receiving the service and increases the cost of the construction, it claims it seeks authority to extend its lines to new customers within the prescribed area in conformity with its extension rule now in effect or the extension rule it may have in effect at the time an extension is to be made.

A utility, under 315 Mo. 312, 286 S. W. 84, is required to extend its lines to a new customer or customers who will comply with the terms and requirements of that utility's extension rule. Likewise the Commission cannot require the utility to extend its lines to any new customer except in conformity with the existing extension rule that may be filed and in effect. So it is not understood that the applicant intends to change its practice in extending its lines to new customers within the prescribed area, but will continue to extend its lines in conformity with its extension rule, taking into account the various conditions, including economic conditions, surrounding each and every proposed extension. Of course the reasonableness of its extension rule can be examined at any time conditions may warrant. It therefore appears to the Commission beneficial to the public and desirous to allow the applicant to use its funds to make extensions where expected revenues will justify, at as low cost as good construction will permit so that the public served will have the benefit of the lowest possible rates for the service to be rendered. Should the Cooperative have electric lines in operation along the route wherein the applicant may desire to build electric lines, the

23 MO. P. S. C.

applicant, of course, will give the Cooperative notice of the proposed construction, and if the parties cannot agree upon the issues involved the matter may be submitted to the Commission for arbitration.

With reference to the objections made by the Consumers Public Service Company mentioned above, we see no reason at this time for making any changes in the line as proposed for Mercer County, because neither the applicant nor the Consumers Public Service Company has submitted to the Commission any proof that they expect in the near future to make any extensions in the rural area adjacent to the city of Princeton. Should the applicant have a request to extend its lines in that area that may adversely affect the Consumers Public Service Company but not now served by the Consumers Public Service Company, the matter can be brought to the attention of the Commission for determination of the particular issues that may be involved at that time, and should the Consumers Public Service Company have a request for service in the area now proposed to be covered by the applicant, it will be required to bring the matter to the attention of the Commission for a certificate of convenience and necessity to serve the area not heretofore served by it. Thereupon the applicant will be given proper notice of any proposed extension into the area included by the applicant in the present case.

Upon the evidence herein submitted, the Commission finds that the authority herein sought and that which the Commission can give should be granted. We find that similar authority has been granted to other utilities, and our records show that the granting of such authority has, in no instance, affected adversely the interests of the public served. Such authority has been granted the Union Electric Company of Missouri, the Kansas City Power & Light Company, The Empire District Electric Company, the Ozark Utilities Company and the Lawrence County Water, Light & Cold Storage Company.

After due consideration, it is therefore,

Ordered: 1. That the Missouri Public Service Corporation be and is hereby authorized to construct, maintain and operate electric transmission lines and distribution systems over, along and across the highways of the counties of Jackson, Lafayette, Pettis, Johnson, Cass, Bates, Henry, Benton, St. Clair, Vernon, Cedar, Barton, Dade, Harrison, Mercer, Grundy and Daviess, and along such other routes as may be properly provided in said counties, and along private rights-of-way as may be secured by the applicant, all in the State of Missouri, with authority to furnish electric service to all persons in the area for which this certificate is granted and in conformity with the extension rules that the applicant, from time to time, may have on file with this Commission and in effect, such area being fully described on the map filed herein by the applicant, attached to its application and marked Exhibit "A-1", with the boundary line changed as shown by the testimony taken in the hearing, wherein the applicant amended the boundary between it

and the Kansas City Power & Light Company. The aforesaid map is hereby referred to, with the said correction, and made a part of this order. The authority herein granted, however, does not grant permission to serve within the corporate limits of any municipality unless the consent of the proper municipal authorities shall first have been obtained, and until a certificate of convenience and necessity for the operation in said municipal area shall have been secured from this Commission.

Ordered: 2. That said electric transmission and power lines and all equipment connected therewith shall be constructed so as to conform to the specific rules and regulations contained in the National Electrical Safety Code, issued by the United States Bureau of Standards, and where said transmission lines cross the tracks of any railroad company, said crossing shall be constructed so as to conform to the specific rules and regulations contained in the Commission's General Order No. 24, issued August 17, 1925. Furthermore, that said applicant herein shall maintain and operate said transmission lines and all equipment connected therewith in a reasonably safe and adequate manner so as not to endanger the safety of the public or to interfere unreasonably with the service of other aerial lines, and shall give reasonable notice to any other utility whose service might be affected by any proposed construction or change; and that the Commission fully retain jurisdiction of the parties and the subject matter of this proceeding, on the evidence now before the Commission, for the purpose of making such further order or orders as may be necessary.

Ordered: 3. Wherever said electric transmission lines may or do parallel aerial lines belonging to or operated by other companies or individuals or cross such line or lines or come in close proximity thereto so as to cause induction or other electrical interference, thereby making necessary changes in said line or lines or in the said line or lines of the applicant for the general benefit and safety of the public, the expense, if any accrued in making such changes shall be determined by an agreement between the parties operating such lines and the applicant, and in case of failure of the parties to reach such agreement in settlement thereof, the matter may be submitted to the Public Service Commission for arbitration and determination as provided for in Section 118 of the Original Act creating the Public Service Commission of this State, now Section 5241 of the Revised Statutes of Missouri for 1929.

Ordered: 4. That before beginning the construction of any electrical power and transmission line in the territory herein designated and before a change is made in the location, phase or voltage of any electric line that may be in operation, the applicant shall give all other utilities, associations or persons whose lines are or may be affected by such change or construction at least 15 days' written notice, showing in sufficient detail what the proposed construction or change will be to enable competent representatives of those utilities, associations or persons to determine what action the particular utility or utilities, associations or persons may desire to take with reference thereto.

Ordered: 5. That this order shall take effect ten days after the date hereof, and that the Secretary of the Commission shall forthwith serve on all parties interested herein, a certified copy of this report and order, and that the applicant and all other interested parties shall notify the Commission before the effective date of this order, in the manner prescribed by Section 25 of the Public Service Commission Law (Sec. 5145, R. S. Mo. 1929), whether the terms of this order are accepted and will be obeyed.

JAMES, Chr.; ANDERSON, BOYER, NORTON and FERGUSON,
CC., concur.

23 MO. P. S. C.

***SUPPLEMENTAL REPORT AND ORDER.**

The fourth paragraph of the Report and Order issued by the Commission herein on January 18, 1938, said paragraph appearing as the third paragraph on page 2 of the Report and Order, should state that the applicant is a Delaware corporation authorized to do business in the State of Missouri instead of stating that it is a Missouri corporation. To correct such statement this Supplemental Report and Order is issued.

It is, therefore,

Ordered: 1. That the fourth paragraph of the Report and Order issued herein on January 18, 1938, it being the third paragraph on page 2 of the aforesaid Report and Order, is hereby changed to read as follows:

"The applicant is a Delaware corporation, authorized to do business in Missouri, engaged as a public utility in the rendition of water, gas and electric service in cities and towns, as well as rural areas adjacent to said cities and towns, in the aforesaid counties. Its principal operating office and postoffice address is Warrensburg, Missouri."

Ordered: 2. That in all other respects the aforesaid Report and Order shall be and remain as originally issued.

Ordered: 3. That this Supplemental Report and Order be effective on January 28, 1938, and that the Secretary of the Commission serve certified copies of this Supplemental Report and Order upon all parties interested herein.

JAMES, Chr.; ANDERSON, BOYER, NORTON and FERGUSON,
CC., concur.

In the Matter of the Joint Application of P. W. Bone to sell
and O. B. PARSONS to purchase the Pineville Telephone
Company located at Pineville, Missouri.

Case No. 9364.

Decided January 18, 1938.

- 1 (See Digest: Consolidation, Merger, Transfer and Sale, 6-11.) Telephone Exchange. Purchase Price. Return. A purchase price of \$3,500 to be paid in cash for a telephone system that produces only \$1,206 in revenue per year should be proven as a proper price, at least to the extent that the system is well constructed and maintained.
- 2 (See Digest: Consolidation, Merger, Transfer and Sale, 6-11; Pleadings, Practice and Procedure, 1-3.) Telephone Exchange. Method of Purchase.

*Dated January 20, 1938.

CENTRAL FILE Missouri Warranty Deed

Cass Co-Poculhar Sub
1255 R12F106
1255 - R12F106

This Indenture, Made on the 20th day of October A. D., One

Thousand Nine Hundred and Seventy-one by and between

Nellie I. Allen, a widow.

of the County of Cass, State of Missouri part 1 of the first part, and

Missouri Public Service Company, a corporation,

of the County of Jackson, State of Missouri part 1 of the second part.

(Mailing address of said first named grantee is 10700 St. Highway 50, Kansas City, Mo.)

WITNESSETH: THAT THE SAID PART 1 OF THE FIRST PART, in consideration of the

sum of Ten Dollars and other valuable considerations ----- DOLLARS

to her paid by said part 1 of the second part (the receipt of which is hereby acknowledged), do

by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said part 1 of the second

part its successors heirs and assigns, the following described lots, tracts or parcels of land

lying, being and situate in the County of Cass, and State of Missouri, to-wit:

All that part of the Northeast Quarter of the Northeast Quarter of Section 17, Township 45, Range 32, in Cass County, Missouri, described as follows: Beginning at the Northwest corner of said Quarter Quarter Section; thence due East along the North line of said Quarter Quarter Section, a distance of 242.45 feet; thence South 2 degrees 02 minutes 05 seconds East, a distance of 470.13 feet; thence due West, a distance of 255.00 feet to a point on the West line of said Quarter Quarter Section; thence North 1 degrees 29 minutes 30 seconds West along said West line, a distance of 470.00 feet to the point of beginning, except that part on the North taken for Missouri State Route YY right of way.

This is D. more accurately describes 21 April 1971 W.D.

TO HAVE AND TO HOLD The premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the said part 1 of the second part and unto its successors heirs and assigns forever; the said first party

hereby covenanting that she is

lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that she has good right to convey the same; that the said premises are free and clear from any incumbrance done or suffered by her or those under whom she claims; and that she will

warrant and defend the title to the said premises unto the said part 1 of the second part and unto its successors heirs and assigns forever, against the lawful claims and demands of all persons whomsoever

IN WITNESS WHEREOF, The said part 1 of the first part has hereunto set her hand and seal the day and year above written.

(SEAL)

(SEAL)

(SEAL)

(SEAL)

MISSOURI ACKNOWLEDGMENT—UNMARRIED PERSON

STATE OF Missouri
COUNTY OF Cass

On this 11 day of January, 1972.

before me, Paul H. Smith, a Notary Public, personally appeared

Mellie I. Allen

known to me to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed. And she said Mellie I. Allen further declare herself to be single and unmarried.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cass County, Adj. to Jackson County, the day and year last above written.

My term expires 3/13/74, 1974.

Notary Public in and for said County and State.

Cass County, Adj. to Jackson County,

Paul H. Smith

MISSOURI ACKNOWLEDGMENT—MAN AND WIFE

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 19____

before me, _____, a Notary Public, personally appeared _____ and _____

his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____ the day and year last above written.

My term expires _____, 19____

Notary Public in and for said County and State.

29731

Warranty Deed

FROM

TO

Filed for record this 21 day of January, A.D. 1972
at 2:00 o'clock, 05 minutes, P. M.
Recorded in book 558 at page 651
By Mason Fall Recorder.
Recorder's Fee, \$ 3.00 Deputy.

RECORDED Fee 2.00
STATE USER FEE 1.00
TOTAL \$ 3.00

MISSOURI RECORDERS' ASSOCIATION

STATE OF Missouri
COUNTY OF Cass

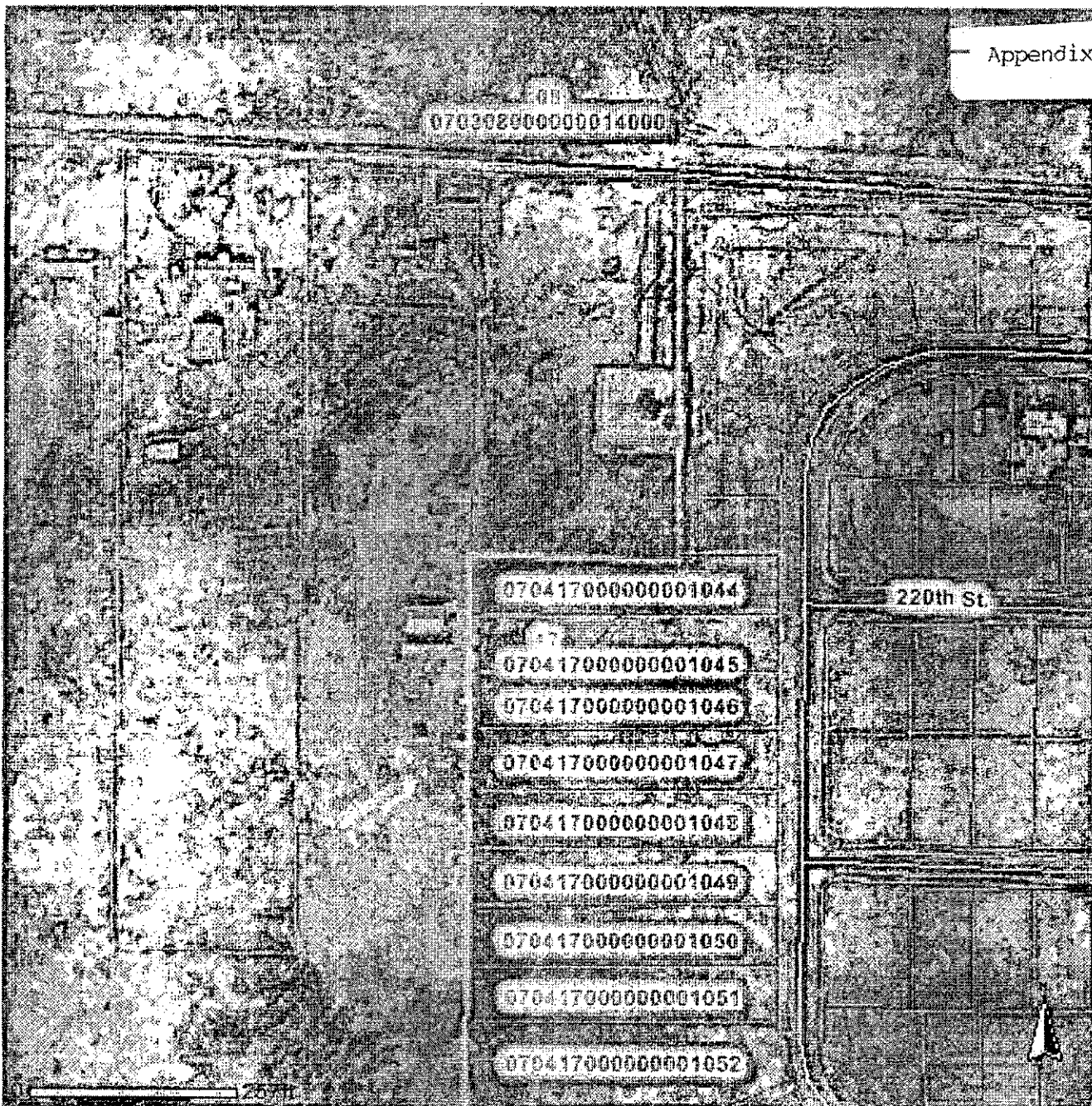
IN THE RECORDER'S OFFICE

I, Mason Fall, Recorder of said County, do hereby certify that the within instrument of writing was, at 2 o'clock and 05 minutes, P. M., on the 21 day of January, A. D., 1972, duly filed for record in my office, and is recorded in the records of this office, in book 558, at page 651.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Harrisonville, Mo. this 21st day of January, A. D., 1972.

Mason Fall Recorder.

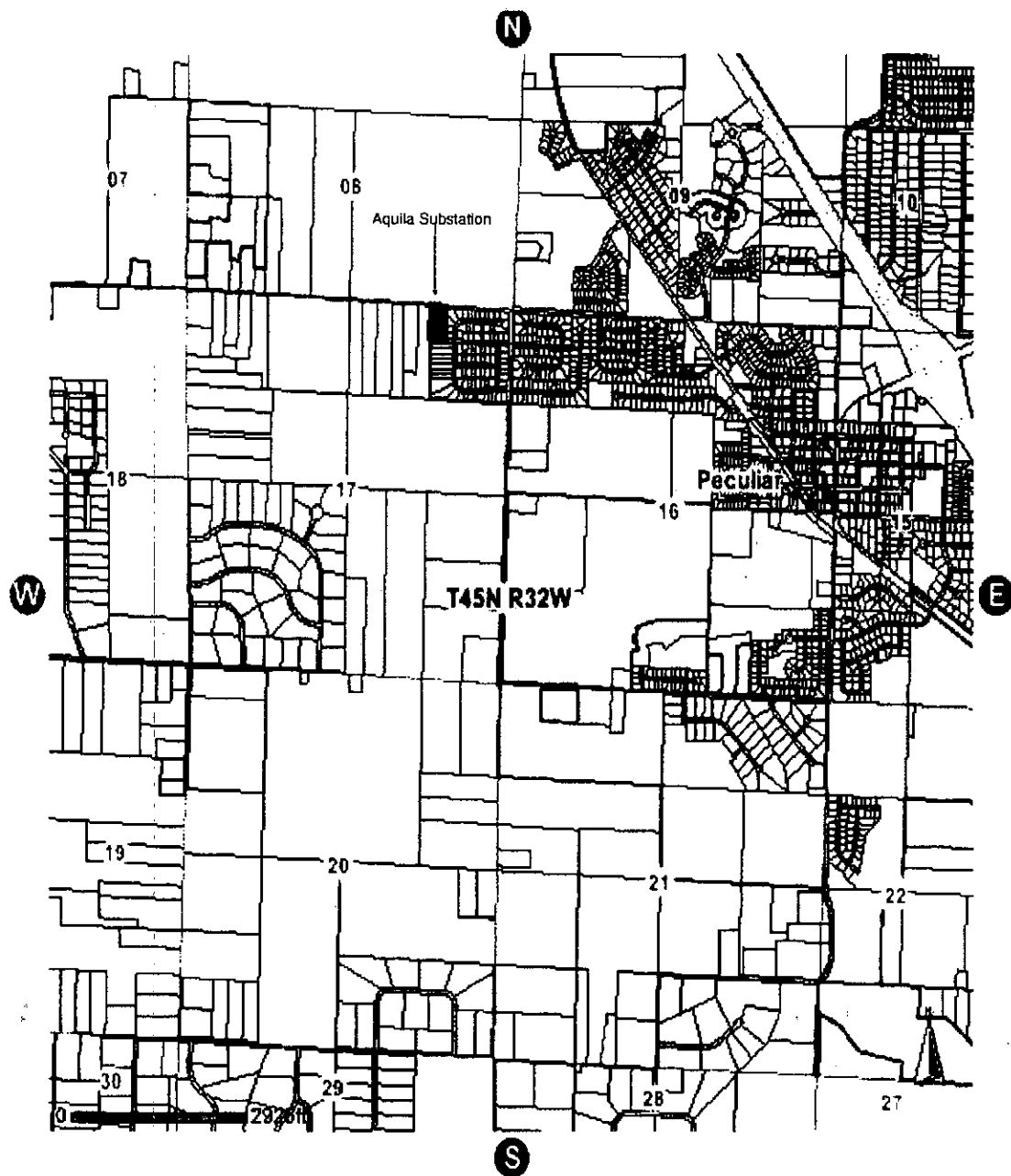
By [Signature] Deputy



Aquila Peculiar 69kV Substation

Outside City Limits

Detail



Parcel ID 070417000000002000

Sec/Twp/Rng 17-45-32

Property Address 9707 STATE ROUTE YY

Class

Acreage 2.72

Owner Name MISSOURI PUBLIC SERVICE

Owner Address MISSOURI PUBLIC SERVICE

10700 E 350 HIGHWAY
KANSAS CITY, MO 64138-

District

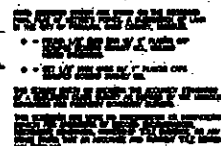
Brief Tax Description . BG NW CR NE NE E249' S470' W255' N470'

Aquila Peculiar 69kV Substation

Outside City Limits

Overview

UNITED STATES DEPARTMENT OF AGRICULTURE



- STREET LIGHT
- SIGNALING LIGHT
- POWER POLE
- TRANSFORMER
- WATER METER
- GAS METER
- GAS REGULATOR
- GAS SHUTTER
- MAIL BOX
- HYDRANT
- STREET SIGN
- CLEVERET
- SIGN
- TREE STUMP
- HURVICLE
- ROAD BUMP
- TELEPHONE POCKET
- BULLETIN BOARD
- SOL SIGN
- ANTENNA
- TELEPHONE ON COIL POLE
- FLAG POLE
- AIR MOUNT METAL BEND
- WIRE-COP HANGING
- STOP-OF-POSS MARKER
- WIRE POLE
- CHANGING FENCE
- WOOD FENCE
- SPIKE GUARDRAIL
- OVERHEAD POWER LINE
- OVERHEAD TELEPHONE LINE
- OVERHEAD CABLE TV LINE
- OVERHEAD CABLE TELEVISION LINE
- UNDERGROUND TELEPHONE LINE
- UNDERGROUND POWER LINE
- SHADOW SIGN
- STONE SIGN
- GAS
- WIRE
- CONC. — CONCRETE
- CIP — CAST-IN-PLACE CONCRETE
- P. — PIPE
- CONC. PIPE — CONCRETE PIPE
- VP — VERTICAL CLAY PIPE
- HP — HORIZONTAL POLYURETHANE PIPE
- V — VERTICAL CLAY
- MANHOLE INVERT
- BRUSH
- REF. SIGN

[illegible]

 BOWERS SURVEY COMPANY ESTABLISHED 1908 110 SOUTH UNIVERSITY AVE. SUITE 51 CHICAGO, ILL. 60606 TEL: 312-587-1100		ORDER NO. _____ QUOTE NO. _____ QUOTE DATE _____					
DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME
17	14	18	00	19	00	20	00



Appendix 6

**CASS COUNTY, MISSOURI
PLANNING AND ZONING DEPARTMENT****TRANSMITTAL**

Date: 8/29/07

To: Aquila Networks
Attn: Doug Lukenbill
Regarding:

cc: T. Lambertz, Codes
sent via facsimile to 816-737-7657

Peculiar, MO. Substation 161

.....
Doug,

The Board of Zoning Adjustment agreed to allow the expansion of this Non-Conforming Use in a public hearing on February 14th. The alterations allowed are those shown on your drawing No. 640-100, dated 9/4/07.

Your next step will be to make application for a building permit from our Codes Department, 816-380-8134.

Lee Morris

For Your Use ☒ For Your Information ☐ For Your Response ☐

Transmitted By: Lee Morris Via: Delivery ☐ Mail ☐ E-mail ☐ Facsimile ☒

Historic Courthouse, 102 E. Wall Street, Harrisonville, MO. 64701 Tel: 816-380-8131 Fax: 380-8130