

In the Matter of the Application of St. Joseph )  
Light & Power Company, a Missouri corporation, )  
for a Certificate of Public Convenience and Neces- ) Case No. 16,734  
sity to Construct, Own, Operate and Maintain a )  
345,000 Volt Transmission Line in a Portion of )  
Atchison County, Missouri )

A P P L I C A T I O N

The application of St. Joseph Light & Power Company respectfully represents and shows that:

1 - St. Joseph Light & Power Company (hereinafter called the Applicant) is a public utility corporation duly organized and existing under the laws of the State of Missouri, having its principal office and place of business at 520 Francis Street, St. Joseph, Missouri.

2 - The names, titles and addresses of the persons to whom correspondence or communications in regard to this application are to be addressed are as follows:

Donald W. Runquist, President  
St. Joseph Light & Power Company  
520 Francis Street  
St. Joseph, Missouri 64501

Sprague, Wilcox & Houts, Attorneys  
804 Corby Building  
St. Joseph, Missouri 64501.

3 - Applicant is principally engaged in the generation, transmission, distribution and sale of electric energy and to a lesser extent, in the furnishing of industrial steam, steam heating, gas, water and transportation service to the public in ten (10) counties in Northwest Missouri.

4 - By this Application a Certificate of Public Convenience and Necessity is sought by Applicant to construct, own, operate and maintain a 345,000 volt transmission line in a certain portion of Atchison County, which is outside of Applicant's certificated territory, to form a part of a 345,000 volt interconnecting transmission line.

5 - On December 31, 1968 Applicant entered into a Transmission Line Agreement, an Electric Interconnection and Interchange Agreement, and a Power Flow Agreement with Iowa Power & Light Company, copies of the same being hereto attached, made a part hereof and marked Exhibits "A", "B" and "C", respectively, whereby Applicant is to construct, maintain and operate the Missouri portion of a 345 KV transmission line from Consumers Public Power District, Cooper Plant, in Nebraska, to Iowa Power & Light Company's sub-station located near Des Moines, Iowa, as shown on the plat marked Exhibit "D" attached hereto and made a part hereof.

6 - Applicant's portion of the proposed 345 KV interconnection will be approximately twenty-three (23) miles in length, the particular route of which is shown on the plat marked Exhibit "E" attached hereto and made a part hereof, and which is particularly described as:

Beginning near the northeast corner of Section Thirty-four (34), Township Sixty-seven (67) north, Range Thirty-nine (39) west and continuing in a southwesterly direction across Sections Four (4), and Eight (8), Township Sixty-six (66) north, Range Thirty-nine (39) west; Sections Seven (7), Thirteen (13), Twenty-five (25), Twenty-two (22), Twenty-seven (27), Twenty-eight (28) and Thirty-two (32) in Township Sixty-six (66) north, Range Forty (40) west; and Sections One (1), Eleven (11), Fifteen (15), Twenty-one (21), Twenty (20), Twenty-nine (29), Thirty (30) and Thirty-one (31) in Township Sixty-five (65) north, Range Forty-one (41) west; Section Thirty-six (36), Township Sixty-five (65) north, Range Forty-two (42) west; and Sections One (1), Two (2), Eleven (11), Ten (10) and Fifteen (15) in Township Sixty-four (64) north, Range Forty-two (42) west.

The above-described interconnection is proposed to consist of a modern three-phase "H" frame, wood pole, electric transmission line located on a 165 foot right-of-way with one (1) 150 foot dead-end steel structure on the Missouri side of the Missouri River crossing.

7 - The estimated cost of construction of said interconnection is estimated to be \$1,300,000.00, which sum includes estimated right-of-way acquisitions as well as structures for the river crossing. Applicant proposes to finance such construction out of funds available for that purpose in its treasury.

8 - A copy of the franchise granted Applicant by the County Court of Atchison County to erect and maintain transmission and distribution lines along or across the public roads and highways of that portion of Atchison County, Missouri hereinabove referred to is attached hereto, marked Exhibit "F" and made a part hereof.

9 - A copy of the construction permit from the Missouri State Highway Commission covering overhead crossing of highways where involved in this Application is marked Exhibit "G", attached hereto and made a part hereof.

10 - The line herein proposed will come in close proximity with facilities of the Atchison-Holt Electric Cooperative, Rock Port Telephone Company, N. W. Electric Power Cooperative, Inc., United Telephone Company of Missouri, Peoples Natural Gas Co., Department of Transportation of the Federal Aviation Administration and the Chicago, Burlington & Quincy Railroad Company. Construction waivers and consents for the proposed line from each of these companies and the Federal agency are marked Exhibits "G-1", "G-2", "G-3", "G-4", "G-5", "G-6 and "G-7", respectively, and made a part hereof.

11 - Electric service is rendered in this area only by Applicant and N. W. Electric Power Cooperative and the Atchison-Holt Electric Cooperative. However, no customers will receive service directly from the transmission line herein proposed.

12 - Public convenience and necessity will be served by the construction, operation and maintenance of said transmission line, and the same will permit an interchange of electric energy between the respective participants and make available reserve capacities so as to protect more adequately the growing load requirements of each participating system.

WHEREFORE Applicant requests this Commission to grant a Certificate of Public Convenience and Necessity authorizing it to construct, own, operate and maintain that portion of the 345 KV in Atchison County, Missouri which is outside Applicant's certificated territory as herein described.

Dated at St. Joseph, Missouri this 4th day of April, 1969.

ST. JOSEPH LIGHT & POWER COMPANY

By Donald W. Runquist  
President

Attest:

Howard Christensen  
Howard Christensen  
Secretary-Treasurer

SPRUE, WILCOX & HOLTS

By

Charles S. Wilcox  
Charles S. Wilcox

TRANSMISSION LINE AGREEMENT

THIS AGREEMENT made and entered into this 31st day of December, 1968, by St. Joseph Light & Power Company, a Missouri corporation (hereinafter called "St. Joseph"), and Iowa Power and Light Company, an Iowa corporation (hereinafter called "Iowa Power"),

W I T N E S S E T H:

WHEREAS, St. Joseph owns and operates an electric utility system located generally in northwestern Missouri and Iowa Power owns and operates an electric utility system located generally in central and southwestern Iowa, and

WHEREAS, under the terms of a Facilities Agreement dated August 30, 1966, entered into by Iowa Power and Consumers Public Power District (hereinafter called the "District"), a public corporation and political subdivision of the State of Nebraska, the District is constructing on the Missouri River near Brownville, Nebraska, a nuclear power plant (herein called "Cooper Station"), one half of the output of which Iowa Power has agreed to purchase on a long term basis, and

WHEREAS, under the terms of said Facilities Agreement Iowa Power has agreed to provide a 345 Kv transmission line extending from Hills, Iowa, to Des Moines, Iowa, and thence to a point of interconnection with the facilities of the District on the Missouri River at Cooper Station, which line is scheduled for commercial operation by May 1, 1970, and Iowa Power is now engaged in constructing the portion of said line that will lie within the State of Iowa, and

WHEREAS, discussions have been had between St. Joseph and Iowa Power with respect to the construction, operation, use and maintenance of that portion of said line within the State of Missouri running from the Iowa-Missouri border to Cooper Station, and St. Joseph has agreed to assume the responsibility for such construction, operation and maintenance and to make such portion of said line

EXHIBIT A

Page \_\_\_\_\_ Of \_\_\_\_\_

App. Exhibit No. A  
Date 5/1/69 Case No. 16734  
Reporter D. Sullivan

available to Iowa Power for its use upon its completion in accordance with the terms and conditions hereinafter set forth.

IT IS THEREFORE AGREED, in consideration of the foregoing and of the mutual covenants and undertakings of the parties, as follows:

1. St. Joseph hereby agrees to construct and to place in commercial operation on or before May 1, 1970 that portion of the projected Hills-Das Moines-Cooper Station 345 Kv line within the State of Missouri running from the Iowa-Missouri border to Cooper Station, to interconnect with Iowa Power's portion of said line at the Iowa-Missouri border, and with the facilities of the District at the Missouri-Nebraska border. The St. Joseph portion of the line shall follow a line route to be selected by Iowa Power and its construction shall conform to specifications to be provided by Iowa Power.

2. Upon completion of such portion of line and its availability for commercial operation, St. Joseph shall certify to Iowa Power its total cost. Iowa Power agrees to pay to St. Joseph (1) as fixed charges each month, one-twelfth of an annual fixed charge rate of fifteen per cent (15 %) of the total cost of such portion of line and (2) the total cost of labor and material for operating and maintaining such portion plus normal labor and material overhead expense for the accounting period during which the charges were incurred. It is further agreed that the above stated annual fixed charge rate shall be subject to review and adjustment according to the actual costs to St. Joseph for the components of interest, depreciation and ad valorem taxes comprising said rate.

3. St. Joseph further agrees to purchase, install, own, operate and maintain on said portion of line such additional future equipment and facilities appropriate to the operation, use and maintenance of such transmission line as Iowa Power may from time to time request. The cost of any such additional equipment

and facilities shall be added to the initial cost of the line portion and fixed charges thereon paid by Iowa Power with and according to the payment provided in Paragraph 2.

4. St. Joseph agrees that upon written request from Iowa Power it will remove any part of the equipment which is the subject of this agreement and which in the sole judgment of Iowa Power is no longer required. Such removed equipment may be replaced with other equipment as in Paragraph 3 above provided. Iowa Power agrees to purchase any equipment so removed by St. Joseph for a price equal to its removal cost plus the initial installed cost of said equipment less depreciation of three per cent (3%) per annum for each year it has been in service. In such event, the amount upon which fixed charges are computed, as set forth in Paragraph 2 above, shall be reduced by the amount of the initial installed cost of the equipment removed.

5. On the termination of this agreement 33 years from the date of its execution or at any earlier termination date, Iowa Power agrees to buy and St. Joseph agrees to sell to Iowa Power or to its nominee all equipment and facilities of St. Joseph which are the subject of this agreement, and to assign to it all franchises, rights of way and easements for such line, for a price equal to the original cost of said depreciable equipment depreciated at 3% per annum for each year the same has been in service, plus cost of removal less salvage if removed by St. Joseph, plus initial cost of non-depreciable items such as franchises, rights of way and easements.

6. In consideration hereof, Iowa Power shall have the exclusive right to use the capacity of said portion of line as long as this agreement is in force and effect, for the transmission of electric energy and to use the ancillary equipment of such line for purposes incidental to such transmission. Iowa Power may authorize St. Joseph or others to utilize all or any part of such line capacity upon terms to be agreed to between them. St. Joseph shall not have any right to utilize the



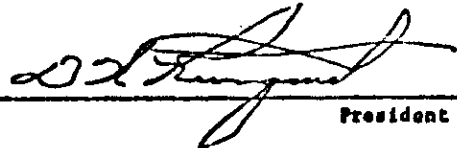
capacity of such portion of line, or to cause its electric system to be interconnected therewith at any point, without the consent of Iowa Power.

7. Nothing herein contained shall create legal liability on Iowa Power for injury to persons or property arising out of the construction, operation, ownership or maintenance of such portion of line and St. Joseph shall indemnify Iowa Power and hold it harmless from and against any and all claims arising therefrom or by reason of the acts of negligence of its agents or employees in connection therewith.

8. This agreement shall become effective upon its execution by the parties and upon approval by any regulatory authority having jurisdiction thereof and shall continue in force for a period of 33 years unless terminated either by mutual agreement or by written notice given by either party to the other at least five years in advance of the proposed date of termination. This agreement shall bind and inure to the benefit of the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first hereinabove written.

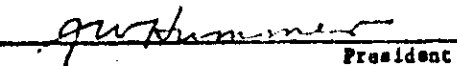
ST. JOSEPH LIGHT & POWER COMPANY

By   
President

ATTEST:

H. A. Christensen

IOWA POWER AND LIGHT COMPANY

By   
President

ATTEST:

  
Secretary

*Per  
R.M.*