

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

In the Matter of the Application of Aquila,)	
Inc., d/b/a Aquila Networks - MPS and Aquila)	Case No. EO-2008-0046
Networks - L&P for Authority to Transfer)	
Operational Control of Certain Transmission)	
Assets to the Midwest Independent Transmission)	
System Operator, Inc.)	

**MIDWEST INDEPENDENT TRANSMISSION SYSTEM OPERATOR
INC.'S RESPONSE TO AQUILA'S SUGGESTION OF UNDISPUTED FACTS**

COMES NOW Midwest Independent Transmission System Operator, Inc. (hereinafter "Midwest ISO"), by and through counsel, and in response to Aquila's Suggestion of Undisputed Facts filed on March 21, 2008 states the following:

1. Midwest ISO has no objection to the statements of fact set forth in paragraphs 1-14; 16-18; 20-21 and 23.
2. Midwest ISO objects and does not agree to Paragraph 15 as written. Midwest ISO would stipulate to the following:

In December 20, 2002, UtiliCorp filed with FERC a protest against the Midwest ISO challenging the reasonableness of certain administrative costs being assessed by the Midwest ISO pursuant to Schedule 10 to the Midwest ISO tariff. That case was resolved by settlement (hereinafter, the "MISO Settlement"); one of the terms included a commitment by UtiliCorp to re-file for Commission approval to transfer to the Midwest ISO operational control of its transmission facilities by June 22, 2003, and to diligently pursue said approval. The settlement resulted in the addition of Schedule 10-B – Interim ISO Cost Recovery Adder to the Midwest ISO tariff that is applicable solely to Aquila, Inc. Schedule 10-B features a reduced rate per MWh relative to Schedule 10 and recovers only a

subset of the total costs of the Midwest ISO that are recovered under Schedule 10.

Schedule 10-B terminates as soon as: (1) state approval for the transfer of functional control is secured, and (2) systems integration and electrical connectivity through the prior transfer of control over the transmission system of Ameren-UE to the Transmission Provider either directly or through GridAmerica, LLC can be effectuated. Thereafter, Aquila, Inc. charges will be computed under Schedule 10 in like manner and to the same extent as the other Transmission-Owners.

3. Midwest ISO objects and will agree to Paragraph 19 on grounds that the consideration of the subject matter is premature and irrelevant, and furthermore, Midwest ISO disagrees with the manner in which paragraph 19 characterizes the terms and conditions of the MISO Agreement.

4. Midwest ISO objects and does not agree to Paragraph 22 on grounds that it is incomplete and therefore inaccurate.

Respectfully submitted,

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Certificate of Service

I hereby certify that a true and correct copy of the above and foregoing document was sent via e-mail on this 31st day of March, 2008 to:

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