

STATE CORPORATION COMMISSION

BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS

APR 20 2007

 Docket
Room

In the Matter of the Application of Aquila, Inc., d/b/a)
Aquila Networks - KGO, for Approval of the) Docket No. 07-AQLG-431-RTS
Commission to Make Certain Changes in its Rates for)
Natural Gas Service)

**JOINT MOTION TO APPROVE
STIPULATED SETTLEMENT AGREEMENT**

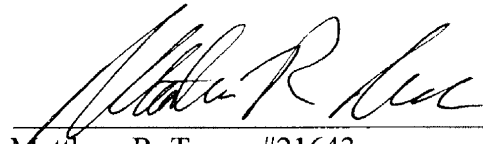
COME NOW the Staff of the State Corporation Commission of the State of Kansas ("Staff" and "Commission," respectively), Aquila, Inc., d/b/a Aquila Networks - KGO ("Aquila"), the Citizens' Utility Ratepayer Board ("CURB"), Unified School District No. 259 ("USD 259") and Cornerstone Energy, Inc. ("Cornerstone") (collectively, "Joint Movants"), and pursuant to K.A.R. 82-1-230a, request that the Commission issue an Order approving the Stipulated Settlement Agreement ("Agreement") attached as Exhibit A. In support of this Motion, the Joint Movants state and allege as follows:

1. On November 1, 2006, Aquila filed an Application in this docket requesting an increase in its natural gas rates. Pursuant to K.S.A. 66-117, this matter was suspended by the Commission until June 29, 2007.
2. On November 3, 2006, December 4, 2006, and February 22, 2007, CURB, Cornerstone and USD 259, respectively, were granted intervention in this proceeding to represent the interests of their clients. The City of Wichita, Kansas ("Wichita") was granted intervention in this proceeding on January 11, 2007.
3. On April 10, 2007, the parties to this proceeding commenced settlement discussions. On April 11, 2007, the Joint Movants were able to reach a final settlement, the terms of which are reflected in the Agreement. Wichita did not participate in the settlement discussions with the Joint

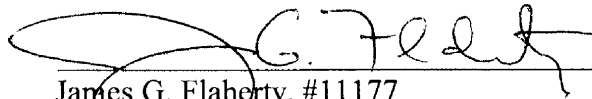
reflected in the Agreement. Wichita did not participate in the settlement discussions with the Joint Movants. Wichita has indicated, however, it will not oppose the Commission's approval of the Agreement.

4. Aquila, Staff, CURB, USD 259 and Cornerstone believe the Agreement represents a reasonable and fair resolution of this matter and the terms contained therein are in the public interest. Joint Movants, therefore, request the Agreement be approved by the Commission.

WHEREFORE, for the reasons set forth herein, Aquila, Staff, CURB, Cornerstone and USD 259 request this Joint Motion be granted and the Agreement attached hereto be approved.



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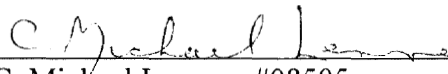
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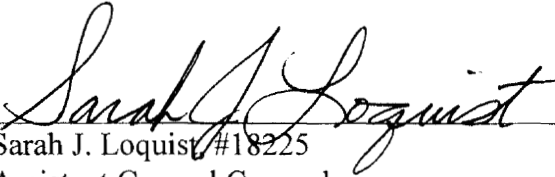
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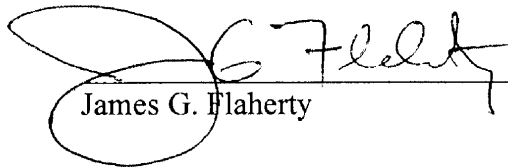
Attorneys for Cornerstone Energy, Inc.

VERIFICATION

STATE OF KANSAS)
)ss:
COUNTY OF FRANKLIN)

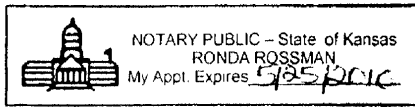
James G. Flaherty, of lawful age, being first duly sworn on oath, states:


That he is the attorney for Aquila, Inc., named in the foregoing Joint Motion to Approve Stipulated Settlement Agreement, and is duly authorized to make this affidavit; that he has read the foregoing Joint Motion, and knows the contents thereof; and that the facts set forth therein are true and correct to the best of his knowledge, information and belief.



James G. Flaherty

SUBSCRIBED AND SWORN to before me this 18th day of April, 2007.





Notary Public

My Commission Expires:

BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS

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Aquila Networks - KGO, for Approval of the)	Docket No. 07-AQLG-431-RTS
Commission to Make Certain Changes in its Rates for)	
Natural Gas Service)	

STIPULATED SETTLEMENT AGREEMENT

This Stipulated Settlement Agreement ("Agreement") is entered into between and among the Staff of the State Corporation Commission of the State of Kansas ("Staff"), Aquila, Inc., d/b/a Aquila Networks - KGO ("Aquila"), the Citizens' Utility Ratepayer Board ("CURB"), Unified School District No. 259 ("USD 259"), and Cornerstone Energy, Inc. ("Cornerstone"). This Agreement is being submitted to the Commission for its approval pursuant to K.A.R. 82-1-230a.

I. BACKGROUND

1. On November 1, 2006, Aquila filed an Application in this docket requesting an increase in its natural gas rates. Pursuant to K.S.A. 66-117, this matter was suspended by the Commission until June 29, 2007. On January 11, 2007, the Commission issued an Order that established a procedural schedule. This matter is currently set for hearing on April 23-27, 2007.

2. The following parties have requested and been granted intervention in this proceeding: CURB, USD 259, Cornerstone and the City of Wichita, Kansas ("Wichita").

3. On April 10, 2007, Staff, Aquila, CURB, USD 259 and Cornerstone discussed the possibility of reaching a settlement of this case. On April 11, 2007, the signatory parties to this Agreement were able to reach a final settlement position, recorded in this Agreement, in settlement of Aquila's revenue requirements, certain other outstanding issues, and certain rate design issues.

Wichita did not participate in the settlement discussions with the signatory parties, but has indicated it will not oppose the Commission's approval of this Agreement.

4. The signatory parties believe the Agreement is a full and fair resolution of the issues presented in Aquila's Application, and is just and reasonable. The signatory parties agree that any issue not specifically addressed by this Agreement should not be resolved by implication of the execution of this Agreement, and shall remain reserved for determination on the merits in any future proceeding.

II. SETTLEMENT PROVISIONS

5. Acceptance by the signatory parties of this Agreement is conditioned upon entry of a final order of the Commission approving the Agreement in its entirety. Failure to enter the Order, or failure for any reason of the Order to become final, voids this Agreement. Should the Commission not approve this Agreement in its entirety, the signatory parties reserve all of their respective litigation rights, including, but not limited to: cross examining all witnesses in a subsequent hearing on the merits of this matter, presenting arguments and briefs in support of their respective positions, requesting reconsideration of any Commission Orders and appealing any Commission Order to the Courts.

A. REVENUE REQUIREMENT

6. The signatory parties agree that the Commission should authorize a rate increase of \$5,100,000.00 to Aquila's annual revenue requirement. The new rates shall be effective for natural gas usage on and after June 1, 2007, provided that Aquila's tariffs are in compliance with this

Agreement and the Commission's Order. Staff agrees to use its best efforts to review the tariffs in order to implement the new rates for usage on or after June 1, 2007. However, Staff cannot guarantee that the new tariffs will be effective by June 1, 2007.

B. TARIFF PROPOSALS AND ADJUSTMENTS

7. Aquila's demand based rate design proposal is not adopted in this case.

8. Aquila defers implementation of its proposed Energy Efficiency Programs so it can review the Staff's Report and Recommendation and any subsequent Commission Order in the Commission's Energy Efficiency General Investigation, Docket No. 07-GIMX-247-GIV.

9. For notification for enrollment and changes to transportation service, the date for notification for the SCTS-A and SVTS-A customers shall be June 1 each year. Notification for the ITS-A customers remains unchanged under Aquila's tariffs. Large volume customers and large volume aggregated customers (LVTS-A and OLVTS-A customers) can sign up or make changes to their service at any time during the year. In implementing these tariff changes, Aquila agrees to work with SCTS-A and SVTS-A transport customers and marketers during the first year of implementation to avoid any conflict with existing contracts and to allow new transport customers to apply for transportation service outside the notification restrictions contained in the tariffs by extending the notification date from June 1, 2007 to September 1, 2007.

C. RATE DESIGN

10. The rates and rate design resulting from the \$5.1 million increase are set forth in the attached Schedule 1, which is incorporated herein by reference.

D. CARRYING CHARGES AND ALLOCATION OF COSTS FOR GSRS SURCHARGE

11. K.S.A. 2006 Supp. 66-2201, *et seq.*, enacted by the Kansas Legislature on April 12, 2006, permits a natural gas public utility operating within the State of Kansas to file a petition with the Commission to establish a gas system reliability surcharge ("GSRS"). The surcharge will allow for the adjustment of the utility's rates and charges to provide for the recovery of costs for eligible infrastructure system replacements. The signatory parties agree that for the applications of K.S.A. 2006 Supp. 66-2201, *et seq.*, or other instances where a Commission-approved carrying charge is needed, the debt/equity ratio shall be 49.27%/50.73%, the cost of debt shall be 7.13% and the cost of equity shall be equal to the average of the cost of equity used or agreed to be used by the Commission in calculating the GSRS surcharge for the other Kansas gas utility companies.

12. For settlement purposes and allocating costs among customer classes in a K.S.A. 2006 Supp. 66-2201, *et seq.* filing, such costs shall be allocated among Aquila's classes of customers consistent with the allocations in Schedule 1 to this Agreement, as referenced in paragraph 10.

E. USD 259'S TRANSPORTATION ISSUE AND CONDITIONAL APPROVAL OF THIS AGREEMENT

13. Aquila and USD 259 have agreed to enter into an agreement to address the transportation issue raised by USD 259 during the settlement conference. The signatory parties have no objection to said agreement.

14. USD 259 has indicated to the signatories to the Agreement that USD 259's acceptance of this Agreement is subject to and conditioned upon the Agreement being approved by USD 259's Board at its April 23, 2007, Board Meeting.

F. HYDROGEN SULFIDE (H₂S) CONVERSION COSTS

15. The parties agree that Aquila is allowed to begin amortizing an amount equal to \$271,226.96 over a three year period for costs associated with the conversion of customers from high hydrogen sulfide (H₂S) natural gas to other energy sources. This equates to an annual amortization amount of \$90,408.99. The conversion cost amount set forth in this paragraph accounts for a contribution by ONEOK Field Services Company ("OFS") in the amount of \$150,000.00, which OFS has agreed to contribute to Aquila under an agreement between Aquila and OFS. The \$90,408.99 annual amortization amount is included in the \$5.1 million revenue requirement and is not in addition to said revenue requirement amount.

G. PROPERTY TAX

16. Aquila does not currently have an Ad Valorem Surcharge Rider. If Aquila does file for said surcharge in the future, the signatory parties agree the test period ad valorem tax expenses are \$2,614,041.

H. REVISIONS TO AQUILA'S GENERAL TERMS AND CONDITIONS AND OTHER TARIFFS

17. The signatory parties agree to the changes to Aquila's general terms and conditions and other tariffs set forth in Schedule 2 attached to this Agreement and ask the Commission to approve said changes.

I. WEATHER NORMALIZATION ADJUSTMENT HEAT SENSITIVE FACTORS

18. With respect to Aquila's Weather Normalization Adjustment ("WNA"), the signatory parties agree to the heat sensitive factors set forth in Schedule 3 attached to this Agreement and ask

the Commission to approve said factors.

J. BAD DEBT GAS COST CALCULATION

19. With respect to Aquila's Bad Debt Gas Cost Recovery Mechanism, the signatory parties agree to the method of calculation set forth in Schedule 4 attached to this Agreement and ask the Commission to approve said method of calculation.

K. RESERVATIONS

20. This Agreement fully resolves all issues specifically addressed in this document between the signatory parties. The terms of this Agreement constitute a fair and reasonable resolution of the issues addressed herein.

21. The terms and provisions of this Agreement have resulted from negotiations between the signatory parties and are interdependent. In the event the Commission does not approve and adopt the terms of the Agreement in their entirety, any signatory party has the option to terminate this Agreement and, if so terminated, none of the signatories hereto shall be bound by, prejudiced, or in any way affected by any of the agreements or provisions hereof.

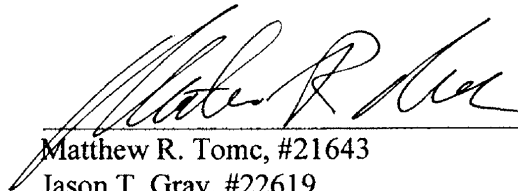
22. Unless (and only to the extent) otherwise specified in this Agreement, the signatories to this Agreement shall not be prejudiced, bound by, or affected in any way by the terms of the Agreement: (1) in any future Commission or Court proceeding; (2) in any proceeding currently pending under a separate docket; and/or (3) in this proceeding, if the Commission decides not to approve this Agreement in its entirety or in any way conditions its approval of the same. The Commission's approval of this Agreement shall have no precedential effect in any other proceeding.

23. This Agreement does not prejudice or waive any signatory party's legal rights, positions, claims, assertions or arguments in any proceedings in this docket, or any other proceeding before this Commission or in any Court.

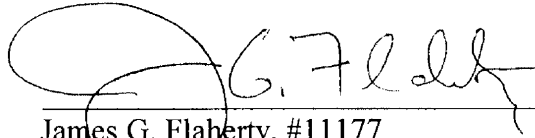
24. If the Commission accepts this Agreement in its entirety and incorporates the same into its final Order in this docket, the signatory parties intend to be bound by its terms and the Commission's Order incorporating its terms as to all issues addressed herein, and will not appeal the Commission's Order on those issues.

25. The signatory parties respectfully request the Commission accept this Agreement in its entirety and incorporate the same into its final Order in this docket in an expedited manner so that Aquila's tariffs can be approved and the new rates can go into effect for natural gas usage rendered on and after June 1, 2007.

IN WITNESS WHEREOF, the signatory parties have executed and approved this Agreement, effective as of the 20 day of April, 2007, by subscribing their signatures below.



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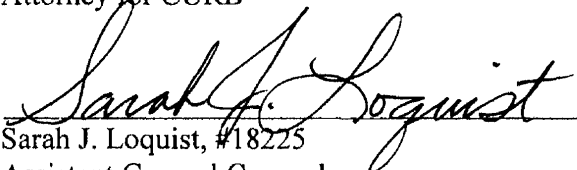
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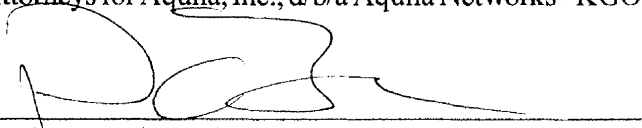
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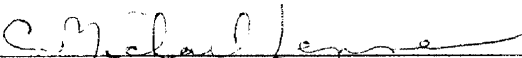
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Aquila, Inc. - KGO
Final Rate Design
USING STAFF'S NORMALIZED UNITS, \$5.1 MILLION INCREASE

	[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	[I]	[J]	[K]	[L]
Line Number	Description	Total Company	Residential	Small Commercial	Small Volume				Large Volume			
					Firm	Interruptible	Trans.	Total	Firm	Interruptible	Trans.	Total
1	<u>Units - Current Rates</u>											
2	Number of Customers	104,180	94,010	8,225	1,175	65	526	1,766	33	12	134	179
3	Volume - therms	132,877,466	68,764,710	11,678,410	12,965,980	765,130	5,891,281	19,622,391	2,672,570	1,328,030	28,811,355	32,811,955
			Normalized units from Staff (weather and irrigation - all other units status quo with rate filing)									
4	<u>Current Rates</u>											
5	Cost of Gas - \$/therm		0.8804	0.8804	0.8804	0.8804	0.0000		0.8804	0.8804	0.0000	
6	Commodity Charge - \$/therm		0.15108	0.15108	0.11500	0.11500	0.11500		0.05900	0.05900	0.05900	
7	Customer Charge - \$/month		12.00	17.00	30.00	30.00	30.00		225.00	225.00	225.00	
8	<u>Revenues Under Current Rates</u>											
9	Cost of Gas - \$	86,435,762	60,542,301	10,281,986	11,415,598	673,641	0	12,089,239	2,353,003	1,169,233	0	3,522,236
10	Commodity Charge - \$	16,345,827	10,388,972	1,764,374	1,491,088	87,990	677,497	2,256,575	157,682	78,354	1,699,870	1,935,905
11	Customer Charge - \$	16,334,400	13,537,440	1,677,900	423,000	23,400	189,360	635,760	90,000	32,400	360,900	483,300
12	Total - \$	119,115,989	84,468,713	13,724,261	13,329,685	785,031	866,857	14,981,574	2,600,684	1,279,987	2,060,770	5,941,441
13	<u>Units - Traditional Rate Design</u>											
14	Number of Customers	104,180	94,010	8,225	1,175	65	526	1,766	33	12	134	179
15	Volume - therms	132,877,466	68,764,710	11,678,410	12,965,980	765,130	5,891,281	19,622,391	2,672,570	1,328,030	28,811,355	32,811,955
16	<u>Traditional Rate Design</u>											
17	Cost of Gas - \$/therm		0.8804	0.8804	0.8804	0.8804	0.0000		0.8804	0.8804	0.0000	
18	Commodity Charge - \$/therm		0.14524	0.14524	0.12500	0.12500	0.12500		0.05900	0.05900	0.05900	
19	Customer Charge - \$/month		16.00	22.75	40.00	40.00	40.00		256.00	256.00	256.00	
20	<u>Revenues Under Traditional Rate Design</u>											
21	Cost of Gas - \$	86,435,762	60,542,301	10,281,986	11,415,598	673,641	0	12,089,239	2,353,003	1,169,233	0	3,522,236
22	Commodity Charge - \$	16,072,263	9,987,386	1,696,172	1,620,748	95,641	736,410	2,452,799	157,682	78,354	1,699,870	1,935,905
23	Customer Charge - \$	21,692,913	18,049,920	2,245,425	564,000	31,200	252,480	847,680	102,400	36,864	410,624	549,888
24	Total - \$	124,200,938	88,579,608	14,223,584	13,600,345	800,482	988,890	15,389,718	2,613,084	1,284,451	2,110,494	6,008,029
25	<u>Difference</u>											
26	Cost of Gas - \$	0	0	0	0	0	0	0	0	0	0	0
27	Commodity Charge - \$	(273,564)	(401,586)	(68,202)	129,660	7,651	58,913	196,224	0	0	0	0
28	Customer Charge - \$	5,358,513	4,512,480	567,525	141,000	7,800	63,120	211,920	12,400	4,464	49,724	66,588
29	Total - \$	5,084,949	4,110,894	499,323	270,660	15,451	122,033	408,144	12,400	4,464	49,724	66,588
		15,252	Amount attributable to increase to be collected from Wholesale and Transportation customers									
		5,100,201										
30	<u>Percent Difference</u>											
31	Cost of Gas - %	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
32	Commodity Charge - %	-1.67%	-3.87%	-3.87%	8.70%	8.70%	8.70%	8.70%	0.00%	0.00%	0.00%	0.00%
33	Customer Charge - %	32.81%	33.33%	33.82%	33.33%	33.33%	33.33%	33.33%	13.78%	13.78%	13.78%	13.78%
34	Total - %	4.27%	4.87%	3.64%	2.03%	1.97%	14.08%	2.72%	0.48%	0.35%	2.41%	1.12%

SCHEDULE 2

REVISIONS TO AQUILA'S GENERAL TERMS AND CONDITIONS AND OTHER TARIFFS

AQUILA, INC. D/B/A AQUILA NETWORKS-KGO
(Name of Issuing Utility)

Schedule TI, Fifth Revised

Deleted: Fourth

KANSAS GAS OPERATIONS

Replacing: Index No. 29, Schedule TI, 4th Revised, Sheet 1 of 2
which was filed 5/04/05

Formatted: Superscript

Deleted: 3rd

(Territory to which schedule is applicable)
No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 1 of 2 Sheets

Deleted: 9/2/03

TRANSPORTATION SERVICES INDEX

INDEX NUMBER

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RATE SCHEDULES	
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AQUILA, INC. D/B/A AQUILA NETWORKS-KGO

(Name of Issuing Utility)

Schedule TI, Third Revised

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KANSAS GAS OPERATIONS

(Territory to which schedule is applicable)

Replacing: Index No. 29, Schedule TI, 2nd Revised, Sheet 2 of 2
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Sheet 1 of 4 Sheets

TRANSPORTATION SERVICES DEFINITIONS

AGGREGATION - The practice of combining the nominations and balancing of gas delivered to more than one end-user from receipt point(s) served by a common pipeline. Aggregation of End-Users is allowed only on a common pipeline. To qualify for aggregation service, irrigators must be served by a common pipeline, and all other Customers must be served by a common pipeline and be situated behind the same town border station, unless Aggregator subscribes to the Optional Aggregation Service. End-Users with telemetry may not be aggregated into the same Aggregation Pool as End-Users without telemetry.

AGGREGATION POOL: An "aggregation pool" shall be defined as one or more End-Users, with each End-Use meter qualifying under the applicable rate schedule for transportation service. End-Users in different rate classes (SCIS-A, SVTS-A, LVTS-A, ITS-A, or OLVTS-A) may not be aggregated into the same Aggregation Pool unless Aggregator subscribes to the Optional Aggregation Service. End-Users with telemetry may not be aggregated into the same Aggregation Pool as End-Users without telemetry. Any Supplier, Marketer or Broker that serves more than one End-User(s) that are eligible to be pooled for the purpose of forming an Aggregation Pool will be deemed to be an Aggregator, and will be required to execute a Marketer Agreement.

AGGREGATOR - A Customer who (as a marketer, supplier, or other entity) is responsible for the Aggregation of gas delivered to more than one end-user.

BALANCING - The effort to match the quantity of transport gas received by the Company for the account of a Customer with the quantity of the gas delivered to End-User(s) for the account of that Customer.

CLOSED GATHERING SYSTEM - Gathering system with only one supply source. An isolated system with no interconnects to an interstate pipeline, intrastate pipeline, or other source of gas besides the single supplier.

CRITICAL DAY - Any day during which, in the sole judgment of the interstate pipeline, service is limited due to capacity constraints, operational problems, or any other cause. It shall be deemed an Operational Flow Order (OFO) Day on Company's affected areas. Customer notification shall be as determined by the pipeline; no additional communication by Company shall be required.

CUSTOMER - Any person, association, firm, public or private corporation, or any agency of the federal, state, or local government or legal entity who has entered into a Service Agreement with Company for the transportation of gas hereunder. Customer may be the End-User or may be a third party supplier (or Aggregator) of gas to the End-User(s).

DAILY NOMINATION REQUIREMENT - The quantity of gas required to be delivered to Company at receipt point(s) for the account of Customer in order to meet 1) Customer's daily requirement for flowing gas (gas physically delivered to end-user(s)), 2) Losses, and 3) Correction of Customer's Out-of-Balance condition existing at the end of the preceding gas day.

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AQUILA, INC. D/B/A AQUILA NETWORKS-KGO

Schedule SCTS-A

(Name of Issuing Utility)

KANSAS GAS OPERATIONS

Replacing: Index No. 31, Schedule TCA, 3rd Revised, Sheet 1 of 2, which was filed 5/04/05

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 1 of 1 Sheets

SMALL COMMERCIAL TRANSPORTATION SERVICE - AGGREGATED (SCTS-A)

1. Availability: Service under this rate schedule is available to Customers (Aggregators), who cause gas to be delivered to individually metered, non-residential End-Users whose individual annual usage is anticipated to be less than or equal to 500 Mcf. Service under this rate schedule for delivery of gas is not available to end-users who use gas for irrigation pumping. This service is available in all service areas in Kansas.

2. Service Considerations: Customer may modify End-Users aggregated under this rate schedule during the annual enrollment and change period, as set forth in Index No. 39, Transportation Service Terms and Conditions. Service hereunder is provided with no requirements for recording equipment or telemetry at the delivery point. Without such equipment, daily deliveries must be estimated based on available data including meter reading dates, normal Customer load characteristics, actual weather conditions, meter readings and other available data. Company shall estimate daily deliveries based on such data for all delivery points where recording equipment and telemetry is not installed, or where such equipment malfunctions. In the event Customer desires Company to use actual daily metered data for service hereunder, Customer shall request Company to install such recording equipment, with the Customer being responsible for costs associated with the Company acquiring and installing such recording equipment. In the event Company, in its sole opinion, determines that recording equipment is required to facilitate balancing, Company shall install such recording equipment, with Customer being responsible for costs associated with the Company acquiring and installing such recording equipment.

3. Monthly Charges: End-User's Monthly Bill shall be determined as a sum of the following:

Facility Charge: \$22.75 per Delivery Point per Month

Delivery Charge: \$0.14524 per Therm Delivered

L&U Charge: the Company's systemwide Lost and Unaccounted (L&U) Account as computed in the Company's annual PGA, and applied on a volumetric basis to the quantity of gas delivered to the End-User.

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Steven M. Jurek Vice President, Regulatory Services

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AQUILA, INC. D/B/A AQUILA NETWORKS-KGO Schedule TCA, Third Revised (Name of Issuing Utility)

KANSAS GAS OPERATIONS Replacing: Index No. 31, Schedule TCA, 2nd Revised, Sheet 1 of 2 (Territory to which schedule is applicable) which was filed 8/2/00

No supplement or separate understanding shall modify the tariff as shown hereon. Sheet 1 of 1 Sheets

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Schedule SCTS-A

(Name of Issuing Utility)

KANSAS GAS OPERATIONS

NEW SCHEDULE

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Sheet 2 of 2 Sheets

(Small capacity, if it is tariff as shown hereon)

SMALL COMMERCIAL TRANSPORTATION SERVICE - AGGREGATED (SCTS-A) (continued)

Other Charges Billed to Total Aggregated Pool: As applicable from Tariff Sheet OTC, Index No. 37, including:

- _____ Aggregation Charge
- _____ Daily Out-of-Balance Charge
- _____ Non-Telemetered Daily Balancing Service Charge
- _____ Unauthorized Delivery Charge
- _____ Monthly Cashout Charge
- _____ Nomination Charge

Optional Services Billed to Either Aggregator or End-User: As applicable from Tariff Sheets OTS, Index No. 38, including:

- _____ Telemetered Daily Balancing Service
- _____ Firm Standby Service
- _____ Monthly Balancing Service
- _____ Negotiated Service
- _____ Return to Sales Service
- _____ Standby Service
- _____ Aggregator Billing Service
- _____ Aggregation Service

4. General Rules, Regulations, Terms and Conditions: Service hereunder is subject to Company's General Rules and Regulations and Company's Transportation Rules and Regulations on file with the State Corporation Commission.

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Steven M. Jurek Vice President, Regulatory Services

AQUILA, INC. D/B/A AQUILA NETWORKS-KGO
(Name of Issuing Utility)

Schedule SVTS-A, Third Revised

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Replacing: Index No. 32, Schedule SVTS-A, 2nd Revised, Sheet 1 of 2,
which was filed 5/04/05

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Sheet 1 of 2 Sheets

SMALL VOLUME TRANSPORTATION SERVICE - AGGREGATED (SVTS-A)

- Availability:** Service under this rate schedule is available to Customers (Aggregators), who cause gas to be delivered to individually metered, non-residential End-Users whose individual annual usage is anticipated to be above 500 Mcf and not exceed 5,000 Mcf. Service under this rate schedule for delivery of gas is not available to end-users who use gas for irrigation pumping. This service is available in all service areas in Kansas.
- Service Considerations:** Customer may modify End-Users aggregated under this rate schedule during the annual enrollment and change period, as set forth in Index No. 39, Transportation Service Terms and Conditions. Service hereunder is provided with no requirements for recording equipment or telemetry at the delivery point. Without such equipment, daily deliveries must be estimated based on available data including meter reading dates, normal small volume Customer load characteristics, actual weather conditions, meter readings and other available data. Company shall estimate daily deliveries based on such data for all delivery points where recording equipment and telemetry is not installed, or where such equipment malfunctions. In the event Customer desires Company to use actual daily metered data for service hereunder, Customer shall request Company to install such recording equipment, with the Customer being responsible for costs associated with the Company acquiring and installing such recording equipment. In the event Company, in its sole opinion, determines that recording equipment is required to facilitate balancing, Company shall install such recording equipment, with Customer being responsible for costs associated with the Company acquiring and installing such recording equipment.

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3. **Monthly Charges:** End-User's Monthly Bill shall be determined as a sum of the following:

Facility Charge: \$40.00 per Delivery Point per Month

Delivery Charge: \$0.12500 per Therm Delivered

L&U Charge: the Company's systemwide Lost and Unaccounted (L&U) Account as computed in the Company's annual PGA, and applied on a volumetric basis to the quantity of gas delivered to the End-User.

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/S/ Susan K. Duffy

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Schedule LVTS-A, Fourth Revised

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KANSAS GAS OPERATIONS

Replacing: Index 33, Schedule LVTS-A, 3rd Revised Sheet 1 of 2

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Sheet 1 of 2 Sheets

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LARGE VOLUME TRANSPORTATION SERVICE - AGGREGATED (LVTS-A)

- 1. Availability: Service under this rate schedule is available to Customers (Aggregators), who cause delivery to individually metered, non-residential end-users whose individual annual usage is anticipated to be above 5,000 Mcf and not exceed 9,000 Mcf. Service under this rate schedule for delivery of gas is not available to end-users who use gas for irrigation pumping. This service is available in all service areas in Kansas.
- 2. Service Considerations: Customer may modify End-Users aggregated under this rate schedule as set forth in Index No. 39, Transportation Service Terms and Conditions unless, in the opinion of the Company, special circumstances exist. Service hereunder is provided with no requirements for recording equipment or telemetry at the delivery point. Without such equipment, daily deliveries must be estimated based on available data including meter reading dates, normal Customer load characteristics, actual weather conditions, meter readings and other available data. Company shall estimate daily deliveries based on such data for all delivery points where recording equipment and telemetry is not installed, or where such equipment malfunctions. In the event Customer desires Company to use actual daily metered data for service hereunder, Customer shall request Company to install such recording equipment, with the Customer being responsible for costs associated with the Company acquiring and installing such recording equipment. In the event Company, in its sole opinion, determines that recording equipment is required to facilitate balancing, Company shall install such recording equipment, with Customer being responsible for costs associated with the Company acquiring and installing such recording equipment.
- 3. Monthly Charge: End-User's Monthly Bill shall be determined as a sum of the following:

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Facility Charge: \$ 256.00 per Delivery Point per Month
Delivery Charge: \$ 0.05900 per Therm Delivered

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L&U Charge: the Company's systemwide Lost and Unaccounted (L&U) Account as computed in the Company's annual PGA, and applied on a volumetric basis to the quantity of gas delivered to End-User.

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AQUILA, INC. D/B/A AQUILA NETWORKS-KGO

Schedule LVTS, Fifth Revised

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Replacing: Index 34, Schedule LVTS, 4th Revised, Sheet 1 of 1 which was filed 5-4-05

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No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 1 of 1 Sheets

LARGE VOLUME TRANSPORTATION SERVICE (LVTS)

- 1. Availability: Service under this rate schedule is available to individually metered non-residential end-use or wholesale Customers, whose annual usage is anticipated to exceed 9,000 Mcf and do not use gas for irrigation pumping. This service is available in all service areas in Kansas.
2. Service Considerations: Customer is responsible for costs associated with the Company acquiring and installing telemetry equipment at the delivery point.
3. Monthly Charge: End-User's Monthly Bill shall be determined as a sum of the following:

Facility Charge: \$256.00 per Delivery Point per Month

Delivery Charge: \$ 0.05900 per Therm Delivered

L&U Charge: the Company's systemwide Lost and Unaccounted (L&U) Account as computed in the Company's annual PGA, and applied on a volumetric basis to the quantity of gas delivered to End-User.

Other Charges Billed to Total Aggregated Pool: As applicable from Tariff Sheet OTC, Index No. 37, including:

Daily Out-of-Balance Charge Unauthorized Delivery Charge
Monthly Cashout Charges Nomination Charge

Optional Services Billed to Either Aggregator or End-User: As applicable from Tariff Sheet OTS, Index No. 38, including:

Telemetered Daily Balancing Service Firm Standby Service
Monthly Balancing Service Negotiated Service
Return to Sales Service Standby Service

- 4. General Rules, Regulations, Terms and Conditions: Service hereunder is subject to Company's General Rules and Regulations and Company's Transportation Rules and Regulations on file with the State Corporation Commission.

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Steven M. Jurek Vice President, Regulatory Services

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Schedule ITS-A, Fourth Revised

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Replacing: Index 35, Schedule ITS-A, 3rd Revised, Sheet 1 of 2 which was filed 5/04/05

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Sheet 1 of 2 Sheets

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IRRIGATION TRANSPORTATION SERVICE - AGGREGATED (ITS-A)

- Availability:** Service under this rate schedule is available to Customers (Aggregators) who cause to be delivered not less than 10,000 Mcf per year to individually metered, non-residential End-Users who use gas for irrigation pumping. This service is available in all service areas in Kansas.
- Service Considerations:** Customer may modify those End-Users aggregated under this rate schedule during either of the two (2) enrollment and change periods in the year, as set forth in Index No. 39, Transportation Service Terms and Conditions. Service hereunder is provided with no requirements for recording equipment or telemetry at the delivery point. Without such equipment, daily deliveries must be estimated based on available data including meter reading dates, irrigation Customer load characteristics, actual weather conditions, meter readings and other available data. Company shall estimate daily deliveries based on such data for all delivery points where recording equipment and telemetry is not installed, or where such equipment malfunctions. In the event Customer desires Company to use actual daily metered data for service hereunder, Customer shall request Company to install such recording equipment, with the Customer being responsible for costs associated with the Company acquiring and installing recording equipment. Should the pipeline delivering gas to the Company or the Company, in its sole opinion, require installation of recording equipment to facilitate balancing, Company shall install such recording equipment, with Customer being responsible for costs associated with the Company acquiring and installing recording equipment.
- Monthly Charge:** Customer's Monthly Bill shall be determined as a sum of the following:

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Facility Charge: \$25.00 per Delivery Point per Month

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Delivery Charge: \$ 0.05100 per Therm Delivered

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L&U Charge: the Company's systemwide Lost and Unaccounted (L&U) Account as computed in the Company's annual PGA, and applied on a volumetric basis to the quantity of gas delivered to End-User.

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Replacing: Index No. 36, Schedule OLVTS-A, 1st Revised, Sheet 1 of 2 which was filed 5/04/05

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Sheet 1 of 2 Sheets

OPTIONAL LARGE VOLUME TRANSPORTATION SERVICE - AGGREGATED (OLVTS-A)

- 1. **Availability:** Service under this **optional** rate schedule is available to Customers (Aggregators), who cause delivery to individually metered, non-residential end-users whose individual annual usage is anticipated to be above 9,000 Mcf and not exceed 30,000 Mcf; i.e. only customers from the LVTS rate schedule (Index No. 34) with annual usage above 9,000 Mcf and not to exceed 30,000 Mcf. This service is available in all service areas in Kansas.
- 2. **Service Considerations:** Customer may modify End-Users aggregated under this rate schedule, as set forth in Index No. 39, Transportation Service Terms and Conditions unless, in the opinion of the Company, special circumstances exist. Service under this optional rate schedule requires recording equipment or telemetry at the delivery point. Customer is responsible for costs associated with the Company acquiring and installing telemetry equipment at the delivery point.

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3. **Monthly Charge:** End-User's Monthly Bill shall be determined as a sum of the following:

Facility Charge: \$ 256.00 per Delivery Point per Month

Delivery Charge: \$ 0.05900 per Therm Delivered

L&U Charge: the Company's systemwide Lost and Unaccounted (L&U) Account as computed in the Company's annual PGA, and applied on a volumetric basis to the quantity of gas delivered to End-User.

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Other Charges Billed to Total Aggregated Pool: As applicable from Tariff Sheet OTC, Index No. 37, including:

- Aggregation Charge
- Daily Out-of-Balance Charge
- Unauthorized Delivery Charge
- Monthly Cashout Charge
- Nomination Charge

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KANSAS GAS OPERATIONS

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Sheet 1 of 8 Sheets

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OTHER TRANSPORTATION CHARGES

The following charges shall apply to Customers taking service under Company's Transportation Rate Schedules:

1. AGGREGATION CHARGE: An aggregation charge shall be charged per pool of End-Users when they form a pool for the purpose of nominating and balancing transportation deliveries on a common pipeline and behind a town border station. This charge is in addition to the monthly charges set forth in the Company's Transportation Rate Schedules SCTS-A, SVTS-A, LVTS-A, ITS-A, and OLVT-A. This charge shall be a one-time charge of \$100.00 per pool of End Users.
2. DAILY OUT-OF-BALANCE CHARGE: A daily charge shall apply to any Customer served through Northern Natural Gas, Panhandle Eastern Pipeline or any other pipeline that subsequently adopts daily scheduling charges, and whose Out-of-Balance Condition exceeds the Daily Scheduling Tolerance. This daily charge is applied to the daily quantities by which Customer's Out-of-Balance Condition exceeds Customer's Daily Scheduling Tolerance. Actual daily delivery quantities shall be used to determine the Out-of-Balance Condition for Customers with recording equipment or telemetry. Estimated daily delivery quantities shall be used to determine the Out-of-Balance Condition for Customers without recording equipment or telemetry, or where such equipment malfunctions. Estimated daily delivery quantities shall be determined based on available data including nominated quantities, meter readings, Customer load characteristics, actual weather conditions, and other information.

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This daily charge is accumulated and assessed monthly. This charge is in addition to the charges set forth in each of the Company's Transportation Rate Schedules. For each pipeline, the FERC approved charges apply. The monthly charge for any Customer served through Northern Natural Gas shall be the sum of the following charges:

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Steven M. Jurek Vice President, Regulatory Services

AQUILA, INC. D/B/A AQUILA NETWORKS-KGO
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Sheet 2 of 8 Sheets

OTHER TRANSPORTATION CHARGES (continued)

A. Daily Scheduling Charges, **Normal Days**. On days of Normal temperature and Normal deliveries, the following charges will be in effect:

1. A tolerance of +/- 5% of confirmed nomination will be applied.
2. For consumption within tolerance, no scheduling charges will be applied.
3. For consumption outside tolerance, a scheduling charge shall be applied to the volume exceeding tolerance equal to the maximum effective Northern Natural Gas TI rate for the Customer's market area.

B. Daily Scheduling Charges, **System Overrun Limitation**. On days that interstate pipelines declare a System Overrun Limitation as defined in their tariff, the following charges will be in effect:

1. For consumption greater than the confirmed nomination, the following charges will be applied:
 - a. For consumption up to 105% of confirmed nomination, \$1.00 per Dekatherm in excess of confirmed nomination up to 105%.
 - b. For consumption greater than 105% of confirmed nomination, \$10.77 per Dekatherm in excess of 105% of confirmed nomination.
2. For consumption less than the confirmed nomination, there is no charge.

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Sheet 4 of 8 Sheets

OTHER TRANSPORTATION CHARGES (continued)

On Critical Days Daily Out-of-Balance Charges otherwise applicable shall be waived if Customer is in an Overage condition. When Operational Flow Orders have been made, Daily Out-of-Balance Charges otherwise applicable shall be waived if Customer is in an Overage condition.

- 3. NON-TELEMETERED DAILY BALANCING SERVICE CHARGE: All non-telemetered aggregation pools on Northern Natural Gas, Southern Star, and any other pipeline that subsequently adopts daily scheduling charges shall subscribe to this balancing service. The charge shall be \$0.0090 per Therm per month for Company's Transportation Rate Schedules SCTS-A, SVTS-A, ITS-A, and LVTS-A. Customers shall be exempt from Daily Out of Balance Charges, except during a critical day or when an operational flow order is imposed.
- 4. UNAUTHORIZED DELIVERY CHARGE: An unauthorized delivery charge shall apply to Customer(s) whose receipts are less than deliveries during a Critical Day or when an Operational Flow Order is imposed. This daily charge is accumulated and assessed monthly. This charge is in addition to the monthly charges set forth in each of the Company's Transportation Rate Schedules. This charge shall apply when Deliveries or Operational Flow Ordered quantities are in excess of Receipts. For the purpose of applying this provision, deliveries shall be reduced by any quantity contracted under the optional Firm Standby Service.

The monthly charge shall be \$2.00 per Therm per day on Operational Flow Order days. On Critical Days, Negative Out-of Balance conditions shall be charged as follows: Up to 5% of confirmed nominations shall be charged at \$2.00 per Therm. The remaining Negative Out-of-Balance condition shall be charged at \$11.30 per Therm. [For aggregated pools only, if the aggregator delivers to the Company a volume equal to the volume of capacity assigned to the pool, no unauthorized delivery charges will be assessed.]

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Steven M. Jurek Vice President, Regulatory Services

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AQUILA, INC. D/B/A AQUILA NETWORKS-KGO

Schedule OTS, Fourth Revised

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KANSAS GAS OPERATIONS

Replacing: Index 38, Schedule OTS, 3rd Revised, Sheet 1 of 5 which was filed 5/04/05

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Sheet 1 of 5 Sheets

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OPTIONAL TRANSPORTATION SERVICES

The following optional services are available to transportation Customers. Customers may choose those services which best serve their needs. Customers shall designate on their Service Agreement which, if any of the following services they desire. All Optional Transportation Service charges are in addition to the monthly charges in the Company's Transportation Rate Schedules.

- 1. **TELEMETERED DAILY BALANCING SERVICE:** Under this optional service, Customer is provided additional operating flexibility through additional balancing tolerances in excess of normal Daily Scheduling Tolerances. This service is available for a minimum term of one (1) year for all schedules except Irrigation Service, which shall have a minimum term of six (6) months. The charge for this service, when subscribed to, shall be \$0.0090 per Therm per month for Company's Transportation Rate Schedules SCTS-A, SVTS-A, LVTS-A, ITS-A, and OLVTS-A. The charge for this service under Schedule LVTS shall be negotiated.

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Subscribers to this service shall be exempted from Daily Out of Balance Charges, except during a critical day or when an operational flow order is imposed.

- 2. **FIRM STANDBY SERVICE:** Under this optional service, Customer requests Company to provide firm standby service to Customer that will be available when Customer's own gas supply is interrupted or otherwise insufficient to meet Customer's requirements. This service is available for a minimum term of one (1) year. This service, when subscribed to, is in addition to the monthly charges set forth in each of the Company's Transportation Rate Schedules. This monthly charge shall be the sum of the following:

Demand Charge: One-hundred percent (100%) of the Current Demand Charge Component in Company's PGA per Therm delivered to Customer per Month

Sales Gas Charge: Company's Current Gas Cost plus \$ 0.01 per Therm of Firm Standby Service gas delivered to Customer per Month

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OPTIONAL TRANSPORTATION SERVICES (continued)

A Customer may elect to withdraw from the Firm Standby Service by notifying Company and making payment to Company of an amount equal to the sum of the remaining contract months Demand Charge.

3. MONTHLY BALANCING SERVICE: Under this optional service, Customer is provided additional flexibility in being able to balance their receipts with deliveries on a monthly basis. Customer may negotiate a tolerance window and various cashout rates for overage and underage conditions. This service is available for a minimum term of one (1) year for all schedules, except Irrigation Service, which shall have a minimum term of six (6) months. This monthly charge is in addition to the monthly charges set forth in Company's Transportation Rate Schedules SCTS-A, SVTS-A, ITS-A, LVTS-A, LVTS, and OLVTS-A.

4. NEGOTIATED SERVICES: Under this optional service, Customer may request Company to negotiate the charges associated with the transportation of Customer-owned gas. The Company's decision to enter into discounted service agreement and the amount of the discount will be subject to review by the Commission at the Company's next rate case for the purpose of setting future rates. Discounted service agreements shall be granted only to retain or obtain a Customer who has a credible competitive alternative available. The amount of the discount from the maximum approved tariff rate shall be the least necessary to retain or obtain the customer.

Where discounted service agreements involve the Company's marketing affiliate, the Company shall file with the Commission a copy of the agreement, with all supporting documentation and worksheets, within ten (10) days of the date of the agreement.

A. Delivery Charge. If Customer elects to negotiate the Delivery Charge, and if Customer and Company cannot agree on a price, Company shall not be obligated to deliver Customer's gas until such time as a price can be agreed upon. Customer shall continue to be responsible for applicable tariff charges.

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Sheet 4 of 5 Sheets

OPTIONAL TRANSPORTATION SERVICES (continued)

D. Service Agreements. Customer shall enter into a Service Agreement. This service is available for a minimum term of one (1) year for Customers served under the SCTS-A, SVTS-A, LVTS-A, LVTS, and OLVTS-A rate schedules, and six months for Customers served under schedule ITS-A. A Customer may elect to withdraw from the Negotiated Service by notifying Company and making payment to Company of an amount equal to any discount provided by Company. In the event Company collects sums in excess of those under the applicable Rate Schedule, no refund shall be made to Customer.

This service, when subscribed to by Customer, is a negotiated adjustment to charges set forth in the Company's Transportation Rate Schedules SCTS-A, SVTS-A, LVTS-A, LVTS, ITS-A, and OLVTS-A.

5. RETURN TO SALES SERVICE: Under this optional service, Customer (or Customer for the account of End-User) requests Company to allow Customer or End-User the ability to return to the applicable sales tariff for their full requirement gas supply. Customer shall notify Company of intent to return to the applicable sales tariff prior to the beginning of Customer's or End-User's meter reading cycle unless the notification requirement is waived by Company. This service is available for a minimum term of one (1) year. This service, when subscribed to, is in addition to the monthly charges set forth in each of the Company's Transportation Rate Schedules. This monthly charge shall be the sum of the following:

Demand Charge: Fifty percent (50%) of the Current Demand Charge Component in Company's PGA per Therm delivered to Customer per Month, reduced by any Demand Charge amount contracted under optional Firm Standby Service.

A Customer may elect to withdraw from the Return to Sales Service by notifying Company and making payment equal to the sum of the remaining contract months Demand Charge.

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OPTIONAL TRANSPORTATION SERVICES (continued)

- 6. **STANDBY SERVICE:** Under this optional service, Customer requests Company, on a most reasonable efforts basis, to attempt to supply service to Customer when their own gas supply is interrupted. The service is only available to Customers with delivery points equipped with recording equipment or telemetry. This service, when subscribed to by Customer, is in addition to the monthly charges set forth in each of the Company's Transportation Rate Schedules. The charges for this service will be the Dispatcher's quoted rate for the gas supply provided.
- 7. **AGGREGATOR BILLING SERVICE:** Under this optional service, Aggregator requests that Company bill the Aggregator's transportation customers for the natural gas sold by Aggregator. The charge for this service shall be negotiated. In no event shall the price negotiated be less than the incremental costs of providing the service. Aggregator shall be required to execute a Billing Services Agreement.
- 8. **AGGREGATION SERVICE:** Under this optional service, Aggregator is provided additional flexibility in being able to nominate and balance their transportation receipts and deliveries for SCTS-A, SVTS-A, ITS-A, LVTS-A, and OLVTS-A end-users by pipeline segment as defined by the Company. End-users with recording equipment (telemetry) shall establish a separate pool from those without recording equipment. This service is available for a minimum of one (1) year. The charge for this service shall be \$0.00425 per Therm per month.

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TRANSPORTATION SERVICES TERMS AND CONDITIONS

The following terms and conditions shall apply to Customers taking service under Company's Transportation Rate Schedules:

- 1. **Balancing:** Customer shall have the obligation to balance gas receipts (transportation gas delivered to Company at the Receipt Point), with thermally equivalent gas deliveries (transportation gas delivered by Company to End User(s) at the Delivery Point(s)) on a monthly basis. In those areas where daily balancing applies, the Customer shall also have the obligation to balance on a daily basis. The difference between cumulative Receipts and cumulative Deliveries is considered an Out-of-Balance condition.

Upon termination of service hereunder, either the Customer shall purchase sufficient quantities of gas to satisfy any Negative Out-of-Balance condition or the Company shall purchase Customer's Positive Out-of-Balance quantities. These purchases shall be completed in accordance with the provisions of Company's Monthly Cashout Service. In addition, Customer shall be responsible for any other applicable charge(s) set forth in Company's Transportation Rate Schedules.

Delivery from systems with a single source of gas supply will use the transporting entity's statement as to volumes and heating value shall be taken as conclusive. Delivery from systems with multiple sources of gas supply shall be determined based on the heating value of the gas delivered to the End-User to determine the requirement for thermal balancing.

- 2. **Billing/Refunds:** The order of gas delivery for purposes of billing calculations will initially be to utilize Customer owned gas, including correction of any imbalance conditions and then utilize sales gas based on Company's applicable tariffs. Refunds from Company's sales made during the period will not be made to transport Customers.

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TRANSPORTATION SERVICES TERMS AND CONDITIONS (continued)

3. Curtailment/Interruption of Service: Transportation service provided by Company is based on Company's best efforts to deliver for the account of Customer, gas received for the account of the Customer. In the event of Force Majeure or system capacity limitations, it may be necessary to interrupt deliveries from time to time. If, in the sole opinion of Company, Transportation service interruption or curtailment is required, Company shall endeavor to curtail deliveries on the affected parts of its system in the following order. Irrigation, Large Volume, Small Volume, Small Commercial. (Note: Lower priced services shall be curtailed prior to services provided at higher prices).

If Company is required to curtail Transportation service, then such interruptions or curtailments shall be governed by Company's curtailment provisions associated with sales gas service, which are contained in Section 10 of Company's General Rules and Regulations.

Notwithstanding any provision to the contrary herein, Company may fully or partially curtail service to transportation service Customers when, in Company's opinion, curtailment or interruption is necessary to protect the delivery of gas to Customers with higher priority uses, or to protect the integrity of its system. Company shall allocate, as equitably as practicable, the capacity which is available, taking into consideration priority of use of other factors it deems necessary to ensure public health and safety.

4. Delinquent Payment Penalty: A late payment charge in an amount equal to two percent (2%) of the delinquent amount owed for current service will be added to the bill if payment is not received on or before the net due date stated on the bill. The net due date shall be the fifteenth (15th) day after the date of billing.

5. Delivery Volume Requirement: The Company is not required to deliver volumes of gas in excess of receipts.

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TRANSPORTATION SERVICES TERMS AND CONDITIONS (continued)

6. Failure to Comply: If Customer (or End-User) fails to comply with or perform any of the obligations of its part, the Company shall have the right to give Customer written notice of the Company's intention to terminate the Transportation on account of such failure, then the Company shall have the right to terminate such Transportation at the expiration of five days after the giving of said notice unless the Customer shall make good such failure. Termination of such Transportation for any such cause shall be a cumulative remedy as to the Company, and shall not release the Customer from its obligation to make payment of any amount or amounts due or to become due from the Customer to the Company under the applicable Schedule. In order to resume Transportation after termination of service hereunder, it shall be necessary for Customer to reapply for service.

7. Force Majeure: The term "force majeure" as employed herein shall mean acts and events not within the control of the party claiming suspension and shall include acts of God, strikes, lockouts, material or equipment or labor shortages, wars, riots, insurrections, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, interruptions by government or court orders, present or future orders of any regulatory body having proper jurisdiction, civil disturbances, explosions, breakage or accident to machinery or lines of pipes, freezing of wells or pipelines, and any other cause, whether of the kind herein enumerated or otherwise, not within the control of the party claiming suspension and which, by the exercise of due diligence, such party is unable to overcome.

If either the Company or Customer is rendered unable by force majeure to wholly or in part carry out its obligations under the provisions of any Rate Schedule, the obligations of the party affected by such force majeure, other than the obligation to make payments thereunder, shall be suspended during the continuance of any inability so caused but for no longer period; and such cause shall, in so far as possible, be remedied with all reasonable dispatch.

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KANSAS GAS OPERATIONS

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TRANSPORTATION SERVICES TERMS AND CONDITIONS (continued)

Notwithstanding the foregoing, the service provided by Company hereunder is limited to the transportation of Customer owned gas received by the Company for the account of Customer. In the event of a force majeure condition which restricts or limits Customer's ability to cause to be delivered to Company gas for the account of the Customer, Company is under no obligation to deliver gas to End-User for account of Customer which has not been received by Company for account of Customer. Company is under no obligation to sell gas to Customer or End-User beyond that contracted by Customer under the Firm Standby Service provision herein.

- 8. **Gas Quality:** All Customer-owned gas transported hereunder shall be of commercial quality. If, in Company's sole opinion, the gas tendered for transportation is not of commercial quality or is gas which will adversely impact the gas stream of Company, said gas shall not be transported.
- 9. **Gas Supply:** Customer shall arrange for the purchase of gas other than Company's supply and for the delivery of such gas to a Company receipt point(s). Customer shall execute a written Service Agreement for transportation services pursuant to the applicable Rate Schedule containing such terms and conditions as Company may reasonably require.
- 10. **Laws, Regulations, and Orders:** All Agreements and the respective rights and obligations of the parties hereto are subject to all present and future valid laws, orders, rules, and regulations of any legislative body, or duly constituted authority now or hereafter having jurisdiction and shall be varied and amended to comply with or conform to any valid rule, regulation, order, or direction of any board, tribunal, or administrative agency with jurisdiction that affects any of the provisions of the Agreement.

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AQUILA, INC. D/B/A AQUILA NETWORKS-KGO

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Sheet 5 of 9 Sheets

TRANSPORTATION SERVICES TERMS AND CONDITIONS (continued)

- 11. **Liability:** Gas shall be and shall remain the property of the Customer while being transported and delivered by the Company. The Company shall not be liable to the Customer for any loss arising from or out of Gas Transportation Service while in the Company's system or for any other cause, except for gross or willful negligence of the Company's own employees. The Company reserves the right to commingle gas of the Customer with other gas supplies. The Customer shall be responsible for determining the extent of and maintaining all insurance it deems necessary to protect its property interest in such gas before, during, and after receipt by the Company.
- 12. **Measurement:** All transport gas shall be measured on a Btu basis. Measurement shall be based on available information regarding volumes received and delivered, pressure and temperature conditions, and energy content of the gas stream. Company shall, at its sole discretion, determine the measurement equipment required to determine the receipts and deliveries of Customer owned gas transported hereunder.
- 13. **Minimum Term:** Customers shall have a minimum term of one (1) year service under the SCTS-A, SVTS-A, LVTS-A, LVTS, and OLVT-S-A rate schedules, and six months under schedule ITS-A. Customers on the Company's sales service who wish to initiate transportation service shall have at least one (1) month on Company's sales service before initiating transportation service. The Company at its sole discretion may allow a term less than the one (1) year or six month minimums.
- 14. **Nomination:** Customers are required to nominate daily. Customers requesting volumes to flow on the first day of any month shall contact Company's Gas Control Department via Company's Internet-enabled electronic bulletin board, known as Gas Track Online (<http://www.gastrackonline.com>) and inform them of the volumes to be transported by receipt point(s) and by delivery point(s). First of the month nominations and daily nominations via the Internet are due by 11:30 a.m. Central Time one day before the gas flows. Intra-day nomination for the 2nd through the 31st days of a month will be accepted until 5:00 p.m. Central Time. A confirmed pipeline nomination will also be accepted on a best effort basis on the day of gas flow. The Company shall have the right, in its sole discretion, to reject or change any nomination that it deems is being made in order to take unfair advantage of any tariff provision, including, but not limited to, monthly cashouts.

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KANSAS GAS OPERATIONS

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Sheet 6 of 9 Sheets

TRANSPORTATION SERVICES TERMS AND CONDITIONS (continued)

15. Notification for Enrollment and Changes to Transport: Customer, either individually or on behalf of aggregated End-User(s), shall notify Company of their intent to begin or change service to End-User under the applicable transportation rate schedules through the filing of an End User/Customer Transport Authorization Form, or amendment thereto with Company. Enrollment in transportation service or any changes to service (for example, a change in Aggregator) shall take place annually for End-Users under SCTS-A and SVTS-A rate schedules and semi-annually for End-Users under the ITS-A rate schedule.

a. Notification for End-User under SCTS-A and SVTS-A shall be received by the Company at least thirty (30) days prior to June 1 each year. Customers are on specified billing cycles that may not begin and end on a calendar month basis. Any enrollment or change in End-User transportation service shall begin with the customer's June nomination.

b. Notification for End-User under ITS-A rate schedule shall be received by the Company at least thirty (30) days prior to April 1 with the understanding that any enrollment or change in End-User transportation service shall begin with the customer's April nomination; and notification shall be received by the Company at least thirty (30) days prior to November 1 each year with the understanding that any enrollment or change in End-User transportation service shall begin with the customer's November nomination.

c. Notification for End-User under LVTS-A, and OLVTS-A shall be received by the Company at least thirty (30) days prior to the nomination deadline for the first day of the nomination calendar month.

Notification shall include Customer and End-User(s) names and addresses; account number; service(s) to be subscribed for; billing information; and other information as Company or Customer may deem appropriate. Transportation Service will not commence until Customer has executed an End User/Customer Transport Authorization Form. Customer(s) who notifies Company on behalf of End-User of their intent to provide Transportation Service to End-User without End-User's approval shall pay a penalty of \$100 per End-User occurrence. Repeated occurrences by Customer will result in Customer not being permitted to continue Transportation Service. Any Supplier, Marketer or Broker that serves one or more End-User(s) that are eligible to be pooled for the purpose of forming an Aggregation Pool will be deemed to be an Aggregator, and will be required to execute a Marketer Agreement.

Termination of participation in an Aggregator's pool by an End-User, whether by choice of Aggregator or End-User, may necessitate a determination by Company of the amount of capacity needed to serve the End-User. Capacity determined necessary to serve End-User may be assigned to Company or Aggregator of End-User's choice.

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- 17. Operational Flow Order Penalty: Customer(s) who fail to deliver to Company for the account of Customer(s), specified Operational Flow Ordered quantities of gas shall be billed appropriate "Unauthorized Delivery" charges. Customer(s) who repeatedly fail to deliver to Company specified Operational Flow Ord(... [2]

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Steven M. Jurek Vice President, Regulatory Services

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TRANSPORTATION SERVICES TERMS AND CONDITIONS (continued)

- 16. Operational Balancing Agreement (OBA): Company shall have the right, but not the obligation, to enter into an OBA with any party delivering gas into the Company's system. Company shall at its sole discretion and on a nondiscriminatory basis determine which supplies necessitate an OBA with a Customer. Nothing in any OBA shall limit the Company's right to take any action that may be required to maintain system integrity.
- 17. Operational Flow Order Penalty: Customer(s) who fail to deliver to Company for the account of Customer(s), specified Operational Flow Ordered quantities of gas shall be billed appropriate "Unauthorized Delivery" charges. Customer(s) who repeatedly fail to deliver to Company specified Operational Flow Order quantities of gas will not be permitted to continue Transportation Service.
- 18. Recording and Telemetry Equipment: If, in Company's sole opinion, existing equipment is not sufficient to measure service under the applicable rate schedule, Company may install such equipment as it deems necessary. Company shall be allowed access for maintaining and operating such equipment. Customer shall be responsible for the costs associated with the Company acquiring and installing recording and/or telemetry equipment at the delivery point. When telemetry equipment is installed, the End-User will be required to provide telephone or other interfaces agreed to by the Company along with electrical connections available at the meter location.
- 19. Return to Sales Service: End-use Customer(s) or End-User(s) to whom the Company delivers gas hereunder do not purchase gas supplied by the Company. The service provided by the Company does not include the acquisition of gas and gas reserves for the sale to such end-use Customer or End-User. End-use Customer(s) or End-User(s) who receive gas delivered by the Company hereunder have no claim to purchase gas from the Company or from any of the Company's affiliates. Notwithstanding the foregoing, if an end-use Customer or End-User desires to purchase gas from the Company, Company will make its best efforts to accommodate said end-use Customer or End-User, if such accommodation does not adversely affect service to any of Company's other Customers. If an end-use Customer or End-User desires Company to maintain gas reserves so that Company will assure that said end-use Customer or End-User can purchase gas from Company, end-use Customer or End-User (or Customer for the account of End-User) must subscribe for Company's Return to Sales Service.

Deleted: 20. Service Agreement: Each prospective Customer is required to execute a Service Agreement. Such Service Agreement shall specify the service(s) requested by Customer, the method under which Customer elects to be billed, and the term of the agreement. Regardless of billing arrangements elected by Customer or End-User, they shall be responsible for payment for all service(s) provided.¶

¶

21. Successors and Assigns: Any party which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of any Customer shall be subject to the obligations of its predecessor in title under an Agreement. No other assignment of an Agreement or any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto of the non-assigning party, which consent shall not be unreasonably withheld. Any party may assign its respective right, title, and interest in and to under an Agreement to a trustee or trustees, individual or corporate, as security for bonds or other obligations or securities without the necessity of any such assignee becoming in any respect obligated to perform the obligation of the assignor under an Agreement and, if any such trustee be a corporation, without its being required to qualify to do business in any state in which performance of an Agreement may occur.

Issued _____
Month Day Year

Effective JUNE 1, 2007
Month Day Year

By _____
Signature

Steven M. Jurek Vice President, Regulatory Services

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Kansas Corporation Commission[]
May 4, 2005[]
/S/ Susan K. Duffy

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AQUILA, INC. D/B/A AQUILA NETWORKS-KGO

Schedule TTC, Second Revised

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(Name of Issuing Utility)

KANSAS GAS OPERATIONS

Replacing: Index No. 39, Schedule TTC, 1st Revised, Sheet 8 of 8, which was filed 5/04/05

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No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 8 of 9 Sheets

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TRANSPORTATION SERVICES TERMS AND CONDITIONS (continued)

20. Service Agreement: Each prospective Customer under the LVTS rate schedule is required to execute a Service Agreement. Such Service Agreement shall specify the service(s) requested by Customer, the method under which Customer elects to be billed, and the term of the agreement. The Company, at its sole discretion, may require customers under other rate schedules to execute a Service Agreement.

Each prospective Customer under SCTS-A, SVTS-A, ITS-A, LVTS-A, and OLVTS-A rate schedules shall execute an End User/Customer Transport Authorization Form with their Aggregator. In the event a current transportation customers changes Aggregators, customer shall execute a new End User/Customer Transportation Authorization Form.

Regardless of billing arrangements elected by Customer or End-User, they shall be responsible for payment for all service(s) provided.

21. Successors and Assigns: Any party which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of any Customer shall be subject to the obligations of its predecessor in title under an Agreement. No other assignment of an Agreement or any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto of the non-assigning party, which consent shall not be unreasonably withheld. Any party may assign its respective right, title, and interest in and to under an Agreement to a trustee or trustees, individual or corporate, as security for bonds or other obligations or securities without the necessity of any such assignee becoming in any respect obligated to perform the obligation of the assignor under an Agreement and, if any such trustee be a corporation, without its being required to qualify to do business in any state in which performance of an Agreement may occur.

22. Termination of Transportation: Customer, either individually or on behalf of aggregated End-User(s) shall notify Company whenever an End-User terminates transportation service. If End-User intends to return to the Company's sales service, notification is required at least thirty (30) days prior to the nomination deadline for the first day of the nomination calendar month. If such notification is not provided within said time frame, then service shall not terminate until the first day of the next applicable nomination calendar month.

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¶ End-Users that choose service from another Marketer must notify Company with a signed End-User Verification Form. Forms are available from Marketers or the Company. ¶

¶ Notification is required at least thirty (30) days prior to the nomination deadline for the first day of the End-User's billing cycle. If such notification is not provided within said time frame, then service from the original Marketer shall not terminate until the first day of the Company billing cycle for such End-User which begins at least thirty (30) days after receipt of the End-User Verification Form by the Company. ¶

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Issued _____
Month Day Year
Effective JUNE 1, 2007
Month Day Year
By _____
Signature
Steven M. Jurek Vice President, Regulatory Services

AQUILA, INC. D/B/A AQUILA NETWORKS-KGO
(Name of Issuing Utility)

Schedule TTC

KANSAS GAS OPERATIONS
(Territory to which schedule is applicable)

NEW SHEET

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 9 of 9 Sheets

TRANSPORTATION SERVICES TERMS AND CONDITIONS (continued)

23. Transportation Service Pipeline Capacity Assignment: The Company is offering its Customers additional flexibility in how they purchase and receive gas for their use. Customers may purchase their gas directly from a marketer, supplier, or other entity and then, under the Transportation Rate Schedules, decide which services shall be used to bring the gas to their end-use location. While there are a few necessary charges associated with the Transportation Rate Schedule, most have been left as optional, allowing the Customer to choose and pay for only the service(s) they want or require.

Consistent with the above and as a condition of Customer being able to subscribe to Company's Transportation Rate Schedules, Customer agrees to accept prorata assignment of Company's pipeline capacity based on the firm peak day requirements for Customer's end-use or for Customer's aggregated End-Users. The quantity of pipeline capacity assigned may be updated monthly to reflect any changes in Customer's end-use peak day requirements or Customer's aggregated end-user(s) peak day requirements.

The capacity assignment shall be for the remaining contract term at the maximum rate as published in the pipeline's tariff. After assignment, Customer shall deal directly with the interstate pipeline on all matters concerning this capacity.

If an End-User wishes to return to firm sales service, Company shall have the following options:

- 1) Accept the End-User as a firm sales customer without condition.
- 2) Accept the End-User as a firm sales customer only if the customer brings an equivalent amount of firm capacity to serve customer's firm requirements.
- 3) Accept the End-User as an interruptible customer only.

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Month Day Year

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Signature

Steven M. Jurek Vice President, Regulatory Services

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THE STATE CORPORATION COMMISSION OF KANSAS
Index No. 31

AQUILA, INC. D/B/A AQUILA NETWORKS-KGO

Schedule TCA, Third

Revised
(Name of Issuing Utility)

KANSAS GAS OPERATIONS
TCA, 2nd Revised, Sheet 1 of 2,

Replacing: Index No. 31, Schedule

(Territory to which schedule is applicable)
was filed 8/2/00

which

No supplement or separate understanding	Sheet 1 of 1
shall modify the tariff as shown hereon.	
Sheets	
<u>TRANSPORTATION SERVICE PIPELINE CAPACITY ASSIGNMENT</u>	
<p>The Company is offering its Customers additional flexibility in how they purchase and receive gas for their use. Customers may purchase their gas directly from a marketer, supplier, or other entity and then, under the Transportation Rate Schedules, decide which services shall be used to bring the gas to their end-use location. While there are a few necessary charges associated with the Transportation Rate Schedule, most have been left as optional, allowing the Customer to choose and pay for only the service(s) they want or require.</p>	
<p>Consistent with the above and as a condition of Customer being able to subscribe to Company's Transportation Rate Schedules, Customer agrees to accept prorata assignment of Company's pipeline capacity based on the firm peak day requirements for Customer's end-use or for Customer's aggregated End-Users. The quantity of pipeline capacity assigned may be updated monthly to reflect any changes in Customer's end-use peak day requirements or Customer's aggregated end-user(s) peak day requirements.</p>	
<p>The capacity assignment shall be for the remaining contract term at the maximum rate as published in the pipeline's tariff. After assignment, Customer shall deal directly with the interstate pipeline on all matters concerning this capacity.</p>	
<p>If an End-User wishes to return to firm sales service, Company shall have the following options: Accept the End-User as a firm sales customer without condition, Accept the End-User as a firm sales customer only if the customer brings an equivalent amount of firm capacity to serve customer's firm requirements, Accept the End-User as an interruptible customer only.</p>	

Issued	MAY 9, 2005		
	Month	Day	Year
Effective	JUNE 1, 2005		
	Month	Day	Year
By			
	Signature		
	Steven M. Jurek	Vice President, Regulatory Services	

05-AQLG-367-RTS
Approved
Kansas Corporation Commission
May 4, 2005
/S/ Susan K. Duffy

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16. Operational Balancing Agreement (OBA): Company shall have the right, but not the obligation, to enter into an OBA with any party delivering gas into the Company's system. Company shall at its sole discretion and on a nondiscriminatory basis determine which supplies necessitate an OBA with a Customer. Nothing in any OBA shall limit the Company's right to take any action that may be required to maintain system integrity.
17. Operational Flow Order Penalty: Customer(s) who fail to deliver to Company for the account of Customer(s), specified Operational Flow Ordered quantities of gas shall be billed appropriate "Unauthorized Delivery" charges. Customer(s) who repeatedly fail to deliver to Company specified Operational Flow Order quantities of gas will not be permitted to continue Transportation Service.
18. Recording and Telemetry Equipment: If, in Company's sole opinion, existing equipment is not sufficient to measure service under the applicable rate schedule, Company *may* install such equipment as it deems necessary. Company shall be allowed access for maintaining and operating such equipment. Customer shall be responsible for the costs associated with the Company acquiring and installing recording and/or telemetry equipment at the delivery point. When telemetry equipment is installed, the End-User will be required to provide telephone or other interfaces agreed to by the Company along with electrical connections available at the meter location.

AQUILA, INC. D/B/A AQUILA NETWORKS-KGO
(Name of Issuing Utility)

Schedule: INDEX, Fourth Revised

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KANSAS GAS OPERATIONS
(Territory to which schedule is applicable)

Replacing: Index 1, Schedule INDEX, 3rd Revised Sheet 1 of 4
 which was filed 5/4/2005

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No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 1 of 4 Sheets

GENERAL INDEX

Aquila, Inc. d/b/a Aquila Networks-KGO Kansas Gas Operations provides services under the following schedules:

<u>Schedule</u>	<u>Schedule Designation</u>	<u>Index Number</u>
Index	INDEX	1
Superseded Rate Schedule Index	Superseded Index	2 D
General Rules and Regulations Index	GRR	3
Definitions	GRR	4
Application for Service and Agreements	GRR	5
Credit and Security Deposit Regulations	GRR	6
Billing and Payment	GRR	7
Discontinuation of Service	GRR	8
Customer's Service Obligations	GRR	9
Company's Service Obligations	GRR	10
Line Extension Policy	GRR	11
Metering	GRR	12
General Language	GRR	13
Rate Schedule Index	RSI	14
Residential Service - 1	RS-1	15
Weather Normalization Adjustment Rider	WNA Rider	16
Accelerated Pipeline Replacement Rider	APR Rider	17
Small Commercial Service - 1	SC-1	18
Gathering System Low Pressure Service	GSLPS	19

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Effective JUNE 1, 2007
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Signature

Steven M. Jurek Vice President, Regulatory Services

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 Kansas Corporation Commission¶
 May 4, 2005¶
 /S/ Susan K. Duffy

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AQUILA, INC. D/B/A AQUILA NETWORKS-KGO

Schedule: INDEX, ~~Fourth~~ Revised

(Name of Issuing Utility)

KANSAS GAS OPERATIONS

Replacing: Index 1, Schedule INDEX, ~~3rd~~ Revised, Sheet 3 of 4
which was filed ~~5/4/2005~~

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 3 of 4 Sheets

GENERAL INDEX (continued)

<u>Schedule</u>	<u>Schedule Designation</u>	<u>Index Number</u>
Rate Schedules (continued):		
Transportation Services Index	T1	29
Transportation Definitions	TD	30
Small Commercial Transp. Svc. - Aggregated	SCTS-A	31
Small Volume Transp. Svc. - Aggregated	SVTS-A	32
Large Volume Transp. Svc. - Aggregated	LVTS-A	33
Large Volume Transp. Svc.	LVTS	34
Irrigation Transp. Svc. - Aggregated	ITS-A	35
Optional Large Volume Transp. Svc. - Aggreg.	OLVTS-A	36
Other Transportation Charges	OTC	37
Optional Transportation Services	OTS	38
Transportation Terms and Conditions	TTC	39

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Steven M. Jurek Vice President, Regulatory Services

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AQUILA, INC. D/B/A AQUILA NETWORKS-KGO

Schedule: INDEX, Fourth Revised

(Name of Issuing Utility)

KANSAS GAS OPERATIONS

Replacing: Index No. 1, Schedule INDEX, 3rd Revised, Sheet 4 of 4 which was filed 5/4/2005

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 4 of 4 Sheets

GENERAL INDEX (continued)

Index of Communities Served

Franchise Communities:

Andale	Liberal
Burdett	Maize
Cimarron	Meade
Colwich	Montezuma
Copeland	Moscow
Dodge City	Nickerson
Elkhart	Norwich
Ensign	Offerle
Fowler	Olivet
Garden City	Plains
Gueda Springs	Plevna
Goodland	Rolla
Hanston	Satanta
Hugoton	South Hutchinson
Hutchinson	Sterling
Jetmore	Sublette
Kanorado	Wichita
Lawrence	Willowbrook

Other Communities:

Ashton
Enterprise
Hackney
Haggard
Hayne
Johnson
Kingsdown
Milton
Mitchell
Mt. Vernon
Obeeville
Peck
Sayre
St. Marks
Wilroads Garden
Wright
Yoder
Yost

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 /S/ Susan K. Duffy

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AQUILA, INC. D/B/A AQUILA NETWORKS-KGO

Schedule SUPERSEDED INDEX

(Name of Issuing Utility) KANSAS GAS OPERATIONS

Replacing: Index No. 2C, Superseded Index, which was filed 5/4/2005

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 1 of 3 Sheets

Table with columns: New Index, Sched., Sheet, Desc./Title, Replaces Index, Schedule, Sheet, Eff. Date. It lists various utility schedules and their superseding versions.

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By _____
Signature

Steven M. Jurek Vice President, Regulatory Services

AQUILA, INC. D/B/A AQUILA NETWORKS-KGO

Schedule SUPERSEDED INDEX

(Name of Issuing Utility)

KANSAS GAS OPERATIONS

Replacing: Index No. 2C, Superseded Index

(Territory to which schedule is applicable)

which was filed 5/4/2005

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 2 of 3 Sheets

New			Replaces			Eff.	
Index	Sched.	Sheet	Desc./Title	Index	Schedule	Sheet	Date
22	SVI, 3 rd Rev	1 of 1	Small Volume Interruptible Service	22	SVI, 2 nd Rev	1 of 1	5-4-05
23	LVI, 3 rd Rev	1 of 1	Large Volume Interruptible Service	23	LVI, 2 nd Rev	1 of 1	5-4-05
24	IR, 3 rd Rev	1 of 1	Irrigation Service	24	IR, 2 nd Rev	1 of 1	5-4-05
25	WGS, 2 nd Rev	1 of 1	Wholesale Gas Service	25	WGS, 1 st Rev	1 of 1	5-4-05
29	TI, 5 th Rev	1 of 2	Transportation Svcs. Index	29	TI, 4 th Rev	1 of 2	5-4-05
29	TI, 3 rd Rev	2 of 2	Transportation Svcs. Index	29	TI, 2 nd Rev	2 of 2	5-4-05
30	TD, 5 th Rev	1 of 4	Transportation Svcs. Defins.	30	TD, 4 th Rev	1 of 4	5-4-05
31	SCTS-A	1 of 2	Small Comm - Aggreg	31	TCA, 3 rd Rev	1 of 1	5-4-05
31	SCTS-A	1 of 2	Small Comm - Aggreg				
32	SVTS-A, 3 rd Rev	1 of 2	Small Volume - Aggreg	32	SVTS-A, 2 nd Rev	1 of 2	5-4-05
33	LVTS-A, 4 th Rev	1 of 2	Large Volume - Aggreg	33	LVTS-A, 3 rd Rev	1 of 2	5-4-05
34	LVTS, 5 th Rev	1 of 1	Large Volume	34	LVTS, 4 th Rev	1 of 1	5-4-05
35	ITS-A, 4 th Rev	1 of 2	Irrigation - Aggreg	35	ITS-A, 3 rd Rev	1 of 2	5-4-05
36	OLVTS-A, 2 nd Rev	1 of 2	Optional Lg Vol - Aggreg	36	OLVTS-A, 1 st Rev	1 of 2	5-4-05
37	OTC, 5 th Rev	1 of 8	Other Transportation Chrgs	37	OTC, 4 th Rev	1 of 8	5-4-05
37	OTC, 3 rd Rev	2 of 8	Other Transportation Chrgs	37	OTC, 2 nd Rev	2 of 8	5-4-05
37	OTC, 3 rd Rev	4 of 8	Other Transportation Chrgs	37	OTC, 2 nd Rev	4 of 8	5-4-05
38	OTS, 4 th Rev	1 of 5	Other Transportation Svcs	38	OTS, 3 rd Rev	1 of 5	5-4-05
38	OTS, 4 th Rev	2 of 5	Other Transportation Svcs	38	OTS, 3 rd Rev	2 of 5	5-4-05
38	OTS, 4 th Rev	4 of 5	Other Transportation Svcs	38	OTS, 3 rd Rev	4 of 5	5-4-05
38	OTS, 3 rd Rev	5 of 5	Other Transportation Svcs	38	OTS, 2 nd Rev	5 of 5	5-4-05

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Steven M. Jurek Vice President, Regulatory Services

AQUILA, INC. D/B/A AQUILA NETWORKS-KGO

Schedule SUPERSEDED INDEX

(Name of Issuing Utility)

KANSAS GAS OPERATIONS

Replacing: Index No. 2C, Superseded Index
which was filed 5/4/2005

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 3 of 3 Sheets

New		Replaces		Eff.			
Index	Sched.	Sheet	Desc./Title	Index	Schedule	Sheet	Date
39	TTC, 4 th Rev	1 of 9	Transportation Terms & Conds.	39	TTC, 3 rd Rev	1 of 8	5-4-05
39	TTC, 3 rd Rev	2 of 9	Transportation Terms & Conds.	39	TTC, 2 nd Rev	2 of 8	5-4-05
39	TTC, 3 rd Rev	3 of 9	Transportation Terms & Conds.	39	TTC, 2 nd Rev	3 of 8	5-4-05
39	TTC, 3 rd Rev	4 of 9	Transportation Terms & Conds.	39	TTC, 2 nd Rev	4 of 8	5-4-05
39	TTC, 7 th Rev	5 of 9	Transportation Terms & Conds.	39	TTC, 6 th Rev	5 of 8	5-4-05
39	TTC, 4 th Rev	6 of 9	Transportation Terms & Conds.	39	TTC, 3 rd Rev	6 of 8	5-4-05
39	TTC, 3 rd Rev	7 of 9	Transportation Terms & Conds.	39	TTC, 2 nd Rev	7 of 8	5-4-05
39	TTC, 2 nd Rev	8 of 9	Transportation Terms & Conds.	39	TTC, 1 st Rev	8 of 8	5-4-05
39	TTC	9 of 9	Transportation Terms & Conds.				

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Steven M. Jurek Vice President, Regulatory Services

AQUILA, INC. D/B/A AQUILA NETWORKS-KGO
(Name of Issuing Utility)

Schedule GRR, Third Revised

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KANSAS GAS OPERATIONS
(Territory to which schedule is applicable)

Replacing: Index No. 5, Schedule GRR 2nd Revised, Sheet 1 of 7
which was filed 5/4/2005

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No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 1 of 7 Sheets

GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

2. Application for Service and Agreements

2.1 Applications, Compliance with Insulation Standards and Connection

(2.1-a) Application for Service:

Application for gas service shall be made by Customer to Company and upon acceptance of such application, the Company shall as promptly as practicable supply the Customer with service in accordance with rates, rules, terms, regulations and conditions as filed with and approved by the Commission.

(2.1-b) Customer Connection Charges: A non-refundable connect charge of ~~twenty (20)~~ dollars for domestic and commercial Customers and thirty six (36) dollars for irrigation Customers will be required unless otherwise specified in the rate schedule. After normal business hours the non-refundable connect charge shall be ~~twenty-five (25)~~ dollars for domestic and commercial Customers and seventy-two (72) dollars for irrigation Customers as filed in the Schedule of Service Fees (Section 4.3).

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Signature
Steven M. Jurek Vice President, Regulatory Services

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Kansas Corporation Commission[]
May 4, 2005[]
/S/ Susan K. Duffy

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AQUILA, INC. D/B/A AQUILA NETWORKS-KGO
(Name of Issuing Utility)

Schedule GRR, Fourth Revised

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KANSAS GAS OPERATIONS
(Territory to which schedule is applicable)

Replacing Schedule: Index No. 7, GRR, 3rd Revised, Sheet 1 of 12,
filed 6/1/2006

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No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 1 of 12 Sheets

GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

4. Billing and Payment

4.1 Meter Readings:

(4.1-a) Customer Read Meters: Meters shall be read by the Company in a range of no less than 26 days and no more than 36 days for monthly billing. The Company may vary its meter reads from this period to take into account the effects of connection, disconnections and for customers directly affected by rerouting.

Company may request Customers in sparsely populated areas to read their meters at intervals approximating the billing period. Requests for readings by the Customer shall be on printed forms provided by the Company, such forms to contain instructions as to methods of reading. In the event the Customer does not furnish a meter reading for two consecutive periods, Company may read the meter and charge Customer a meter reading charge of \$15.00 as filed in the Schedule of Service Fees.

Meter readings by Customer, though used for billing purposes, shall not be considered final. Such Customer's meters will be read at least once a year by Company and an adjusted bill, if required, shall be rendered pursuant to Section (4.2-e) of these Rules and Regulations. A final bill when service is discontinued, must be based upon an actual reading by the Company except as provided in Section (4.1-b).

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(4.1-b) Estimated Usage: Company may render a bill, other than a final bill when service is disconnected, based on estimated meter readings pursuant to Company's estimating procedures approved by the Commission, if the bill is rendered:

- (1) To seasonal Customers, pursuant to filed tariffs, and when an actual reading is obtained before each change in the seasonal cycle.
- (2) When extreme weather conditions, emergencies, work stoppages or other circumstances beyond Company's control prevent actual meter readings.

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Effective JUNE 1, 2007 _____
Month Day Year

By _____
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Steven M. Jurek Vice President, Regulatory Services

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/S/ Susan K. Duffy

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AQUILA, INC. D/B/A AQUILA NETWORKS-KGO
(Name of Issuing Utility)

Schedule GRR, Fourth Revised

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KANSAS GAS OPERATIONS
(Territory to which schedule is applicable)

Replacing Schedule: Index No. 7, GRR, 3rd Revised, Sheet 3 of 12,
filed 6/1/2006

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No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 3 of 12 Sheets

GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

(4.1-b) Estimated Usage: (Continued)

Meter readers having specific knowledge of a customer's circumstances should relay that information to the billing department whose responsibility is to calculate estimates according to established guidelines.

- (2) Maintain estimated bill records for at least 36 months and in the same manner as all customer billing history.
- (3) Clearly disclose on the bill that it is based on estimated meter reading by showing the entire word "Estimated".
- (4) Make any appropriate adjustment upon subsequent actual reading of the meter pursuant to Section 4.2-e of these Rules and Regulations.

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Company may not, however, render a bill based on estimated meter reading for more than three (3) consecutive billing periods or six (6) months, whichever is less. The Company may not render an estimated monthly bill more than a total of six times per year.

In situations where both the meter is inaccessible and the customer is not available to furnish a meter reading, the utility may render an estimated bill as necessary. Such customer's meters will be read at least once a year by the utility and an adjustment shall be made in accordance with Section 4.2-e. The Company may charge the customer a meter reading charge as provided in Section (4.1-a).

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Company may render a bill based on estimated meter reading when the Customer is paying under an even payment plan under which payments are based on an estimated or projected average usage if:

- (1) The plan has been approved by the Commission;
- (2) Actual meter readings are made, except as provided in (4.1-b) above; and
- (3) The disclosures required by (4.2-c) are made.

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When the billing period is less than 26 days or is longer than 36 days for any reason, the bill will be prorated based on a thirty (30) day billing period, except if the billing for the initial period covers six (6) days or less, a bill will not be issued and the amount will be included in the following month's billing.

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Schedule GRR, Fifth Revised

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Replacing Schedule: Index No. 7, GRR 4th Revised, Sheet 6 of 12,
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GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

(4.2-a) Late Payment Charges

When a bill becomes delinquent, a late payment charge in an amount equal to two percent (2%) of the delinquent amount owed for current natural gas will be added to the Customer's bill and collection efforts by Company will be initiated.

In the event that collection of a delinquent bill is at the Customer's premises, by any of the payment methods in Section 4.2-b, Company will require the payment of a collection charge of fifteen dollars (\$15.00), as filed in the Schedule of Service Fees (Section 4.3).

The Company may require a returned check charge not to exceed the maximum provided by K.S.A. 60-2610 for Customer checks returned for insufficient funds or any other reason.

The Company may require that the Customer make payment of bills by cash, certified checks or money orders. The Company will give seven (7) days notice to the Customer whenever checks will no longer be accepted for payment of bills.

(4.2-a) More Frequent Billing

If the Company determines that a large commercial or industrial Customer's ability to pay bills may be in jeopardy because of a deteriorating financial condition, bill payments may be required more frequently than monthly. Customers who become subject to more than monthly billing will be given at least twenty-four hours written notice of such status.

Evidence of deteriorating bill-paying ability may be manifested but not limited to the following indications: (1) lowered ratings by credit agencies; (2) failure to pay an undisputed bill before the delinquency date for three consecutive billing periods; (3) a general knowledge of the Customer's worsening financial condition from information imparted by other suppliers and vendors; and (4) newspaper and trade journal accounts.

If the company bills the Customer more than once a month, such bills shall include only gas consumption through that billing date. Company will resume billing the Customer on a once-a-month basis when Company becomes satisfied that Customer is no longer a credit risk.

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Replacing Schedule: Index No. 7, GRR, 4th Revised, Sheet 10 of 12,
which was filed, 6/1/2006

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No supplement or separate understanding shall modify the tariff as shown hereon. Sheet 10 of 12 Sheets

GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

If the Customer is paying under an Even Payment Plan, (described in (4.2-d) below) each bill shall clearly disclose the overage or underage of the amounts paid to date as compared to the cumulative actual usage, in dollars to date.

If the Customer is paying down an arrearage under the Cold Weather Rule or other payment plan, those monthly amounts shall be printed on the bill and clearly labeled.

(4.2-d) Even Payment Plan:

The Even Payment Plan is available to any residential Customer whose account is paid in full and who agrees to the conditions of the plan.

Under the Even Payment Plan, the Customer pays a uniform amount each month. In the twelfth (12th) month, the Customer's Even Pay account is balanced, and a new monthly payment amount is calculated. The new monthly payment amount includes an adjustment for the over/under collections from the prior twelve (12) month period. Customers may enroll in the program during any month of the year.

Monthly variations may result from rate increases, fluctuations in Purchased Gas Cost Adjustments, variations in usage, and weather conditions. However, the Even Payment Plan is designed to minimize large changes.

The Customer shall be entitled to receive natural gas service under the Even Payment plan providing Customer shall agree:

- (1) That failure to pay monthly installment on or before the delinquent date shall be cause for termination of the Even Payment Plan with respect to that Customer, in addition to other remedies permitted by the Rules and Regulations.
- (2) That the Even Payment Plan shall apply only to the premises then occupied by the Customer, and that if such premises are vacated, the Even Payment Plan with respect to the Customer shall immediately terminate.

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(Name of Issuing Utility)

Schedule GRR, First Revised

KANSAS GAS OPERATIONS
(Territory to which schedule is applicable)

Replacing Schedule: Index No. 7, GRR, Sheet 12 of 12, which was filed 6/1/2006

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No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 12 of 12 Sheets

GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

4.3 Service Fees Rate Schedule

The following Schedule of Fees and charges shall be collected by Company in accordance with the provisions of the Rules and Regulations.

	Type of Charge	Amount	Applicable Section of Rules
1.	Meter Test Fee	\$50.00	(9.2-d)
2.	Meter Reading Fee	15.00	(4.1-a)
3.	Collection Charge	15.00	(4.2-a)
4.	Returned Check Charge	30.00 (per KSA 60-2610)	(4.2-a)
5.	Connection/Reconnection <i>Plus**</i> Charges:		
		<u>Bus. Hours</u>	<u>After Hours*</u>
	Non-Irrigation	20.00	25.00 (2.1-b), (5.3)
	Irrigation	36.00	72.00 (2.1-b), (5.3)
6.	Disconnection Charge	15.00	(5.1-a)
7.	Temporary Service:		
	Minimum Fee	25.00	(2.3-a)
8.	Odorization Fee	48.00 per year	(7.5)
9.	Customer History Research***	Not to exceed \$5.00 per year per meter	
10.	Bill Payment		
	Pay in Person (cash, check, money order)	no fee	(4.2-b)
	Pay On-Line (credit card)	\$3.95 per transaction	(4.2-b)
	Pay By Phone (credit card)	\$3.95 per transaction	(4.2-b)
11.	Energy Diversion Trip Charge	\$25.00	(5.4-b)

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* After hours charges only if service at customer's request. Customers to be informed of the additional charge.
 ** Monthly Customer charges during period of disconnection according to Section 5.3.
 *** Residential Customers requesting personal information are exempt.

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Schedule GRR, Third Revised

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KANSAS GAS OPERATIONS
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Replacing: Index No. 8, Schedule GRR 2nd Revised, Sheet 3 of 15
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No supplement or separate understanding shall modify the tariff as shown hereon. Sheet 3 of 15 Sheets

GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

(5.1-a) Permissible Reasons: (Continued)

Except when requested by the Customer, if natural gas service is disconnected for any of the reasons stated above, the Company will require a Disconnection Charge of \$15.00 as set forth in the Schedule of Fees (Section 4.3).

(5.1-b) Nonpermissible Reasons to Discontinue Service: None of the following shall constitute sufficient cause for the Company to discontinue service:

- (1) The failure of a Customer to pay for special charges as defined in (4.2-c).
- (2) The failure of the Customer to pay for service received at a concurrent and separate metering point, residence or location. In the event of discontinuance or termination of service at a separate metering point, residence or location in accordance with these rules, Company may transfer any unpaid balance to any other service account with the Customer's written consent, provided, however, that in the event of the failure of the Customer to pay a final bill at any metering point, residence or location, Company may transfer such unpaid balance to any successive service account opened by the Customer for the same class of service, and may discontinue service at such successive metering point, residence or location for nonpayment of such transferred amount.
- (3) The failure of the Customer to pay for a different class of service received at the same location. The placing of more than one meter at the same location for the purpose of billing the consumption of specific devices under optional rate schedules or provisions is not construed as a different class of service for the purpose of this rule.

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GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

(5.4-b) Prohibitions on Disconnections: (Continued)

- 6) The Customer misrepresents his or her identity for the purpose of obtaining or retaining utility service; or
- 7) The Customer tenders an insufficient funds check as the initial payment or an installment payment under a Cold Weather Rule payment plan and does not cure the insufficient payment during the 10-day period after a disconnection is sent to the Customer

Under (1), (2), (3), and (4), the Company may disconnect service immediately. Under (5) or (6), the Company may disconnect service 48 hours after a disconnection notice is left on the Customer's door or personal or telephone contact is made and the telephone number of the Commission's Consumer Protection Office is given, or 10 days after notice is sent, whichever is quicker. Under (7), the Company may disconnect 10 days after notice is sent if the Customer has not cured the insufficient payment during that 10-day period.

Services disconnected under (3) or (4) above must be restored as soon as possible after the physical problems as defined therein have been corrected. Service disconnected under (5) must be restored as soon as possible after payment by the Customer of the full value of the diverted service. The value of the diverted service shall be estimated based on the historic use of the Customer of the residence. Customer shall also be charged the cost for any equipment damages. In addition, the Company will require an energy diversion trip charge of twenty-five (25) dollars for the service technician trip charges, as filed in the Schedule of Service Fees (Section 4.3).

(5.4-c) Responsibilities of Customers: In order to keep from having service disconnected when the temperature is 35 degrees or above, or to have service reconnected regardless of temperature, a Customer must comply with the following provisions. To qualify for the benefits of the Cold Weather Rule, the Customer shall:

- 1) Inform the Company of the Customer's inability to pay the bill in full;
- 2) Give sufficient information to allow the Company to make a payment agreement;

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Sheet 15 of 15 Sheets

GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

(5.4-e) Other Provisions:

The issuance of an insufficient funds check for the initial payment or for any installment of the payment plan, unless subsequently cured by the Customer, shall constitute a default of the CWR payment plan. A Customer who defaults on a CWR payment plan is not eligible for the arrearage average payment plan under Section (4.2-f) unless the arrearages from the prior CWR plan are paid.

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A Customer who defaults on a CWR payment plan is eligible to enter into a new CWR payment plan upon making an initial payment as set forth in (3) above, paying any disconnect and reconnect charges and complying with the provisions of Section (5.4-c).

A payment plan of any length that is negotiated by the Customer and the Company after the Customer has been informed of the payment plans required to be offered under the CWR is considered to be a CWR payment plan. However, a Customer with a payment plan of fewer than 11 months shall not be considered to be in default of the payment plan if the actual payments that have been made are equal or greater than the amount that would have been required under an 11-month payment plan for arrearages.

The Customer will be encouraged to renegotiate CWR payments if the customer receives utility or other lump sum assistance.

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Sheet 1 of 5 Sheets

GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

7. Company's Service Obligations

7.1 Delivery Pressure:

Delivery of natural gas by Company for domestic and general service is expected to approximate four ounces. However, in no event shall delivery pressure for such Customer be less than two ounces or more than two pounds per square inch as measured at the Customer's meter outlet.

Where the Customer has entered into a standard gas sales contract with the Company, deliveries of gas will be made at the pressure specified in such contract. The Customer shall install, operate and maintain at its own expense, such pressure regulating devices as may be necessary to regulate the pressure of gas after delivery to the Customer.

7.2 Quality:

Except for deliveries from a gas gathering system, natural gas delivered by Company shall be merchantable natural gas. The average gross heating value of the gas will be at least 800 Btu per cubic foot on a dry basis with a maximum dew point of 7 pounds of water per million cubic foot. The gross heating value shall be determined as frequently as necessary for reasonably accurate determinations, by means of adequate apparatus.

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The natural gas quality and pressure delivered to Farm Tap Delivery Point(s) from gas gathering systems may not provide adequate service reliability to customers. The gas quality and pressures may cause operational problems with gas-fired equipment. Unprocessed and untreated gas may contain quantities of water or hydrocarbon liquids, hydrogen sulfide, and other impurities, resulting in variable BTU content and percentage of hydrogen sulfide. Gas delivery pressures may decline significantly over time. Gas service is strictly dependent on adequate operating pressure, gas quality, and the production life of the gas wells connected to the gathering systems.

Nothing in this section shall be interpreted to mean that the Company is excused of the requirement to file an abandonment application with the Commission when it becomes necessary to discontinue service to any customer or customers regardless of the supply source of natural gas. Additionally, nothing in this section shall be interpreted to mean that the Commission cannot order the Company to pay reasonable fuel source conversion costs and related expenses to customers that have their service permanently discontinued.

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Sheet 2 of 5 Sheets

GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

7.3 Liability of Company and Emergency Repairs:

(7.3-a) Liability of Company: The Company will use reasonable diligence in furnishing a regular and uninterrupted service but in case such service should be interrupted, or fail by reason of an act of God or public enemy, accidents, strikes, or their equivalent, legal process, state or municipal interferences, breakdowns or injury to the equipment of the Company, extraordinary repairs, or failure of wellhead, gathering systems, intrastate pipeline, or interstate pipeline suppliers to furnish adequate quantity, pressure, or quality of natural gas, the Company will not be liable in damages for any such interruption of service.

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(7.3-b) Emergency Repairs: The Company reserves the right to shut off supply of gas at any time when such action is necessary for the purpose of making repairs or in case of any emergency. In such case, Company shall make every reasonable effort to restore service at the earliest practical moment. An interruption of service will not relieve Customer from any charges for service which has actually been rendered.

7.4 Information and Assistance to Customers:

(7.4-a) Request for Investigation: The Company is ready and anxious to render adequate and satisfactory service. If the Customer feels that service is not satisfactory, the nearest office of the Company should be advised in writing in order that a proper investigation may be made.

(7.4-b) Information Regarding Location and Character of Service: Upon request of any party interested therein, the Company shall furnish necessary information regarding the location of its gas mains and the character of service available to any location.

(7.4-c) Information Regarding Rates: The Company's rate schedules, general rules, regulations, terms and conditions are on file at the various offices of the Company for the information of any Customer interested therein. Upon request, the Company's agent in charge shall assist any interested party to procure information with reference thereof as may be desired.

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Sheet 8 of 10 Sheets

GENERAL RULES, REGULATIONS, TERMS AND CONDITIONS

10.1-c(05). Relief from Liability. Company shall be relieved of all liabilities, penalties, charges, payments, and claims of whatever kind, contractual or otherwise, resulting from or arising out of Company's failure to deliver all or any portion of the volumes of gas desired by a Customer or group of Customer because of curtailment of service. Company's relief shall apply if curtailment is according to the priority categories herein prescribed or from any other orders or directives of duly constituted authorities including, but not limited to, the Kansas Corporation Commission.

10.2 Title:

The Company warrants title to the natural gas it sells and that it has good right and lawful authority to sell the same.

10.3 Liability of Parties:

The Company and the Customer each assume full responsibility and liability for the maintenance and operation of their respective properties and shall indemnify and save harmless the other party from all liability and expense on account of any and all damages, claims or actions, including injury to and death of persons caused or contributed to by the negligent acts or omissions of such indemnifying party in connection with the installation, presence, maintenance and operation of the property and equipment of such party.

The Company shall not be liable to Customer for its failure to deliver gas and the Customer shall not be liable to Company for its failure to receive gas, when such failure on the part of either shall be due to accident, supplier low pressure, gas quality, or breakage of pipelines, machinery or equipment fires, floods, storms, weather conditions, strikes, riots, legal interferences, acts of God or public enemy, non-owned pipeline pressures, shutdowns for necessary repairs and maintenance,

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which was filed 5-4-05

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1 of 1 Sheets

RESIDENTIAL SERVICE (RS-1)

1. AVAILABILITY

This rate schedule is available to any individually metered, single-family residential Customer who uses the Company's gas service primarily for residential use. Residential use is defined as direct gas usage in a residential dwelling for space heating, air conditioning, cooking, water heating, refueling natural gas vehicles and other residential purposes. Service is not available under this rate schedule for resale to others or for standby service.

2. RATE

Customer Charge: \$16.00 per month Commodity Charge: All consumption \$0.14524 per Therm, plus Cost of Gas

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3. PENALTY FOR DELINQUENT PAYMENT

A late payment charge in an amount equal to two percent (2%) of the delinquent amount owed for current utility service will be added to the bill if payment is not received on or before the net due date stated on the bill. For residential Customers, the net due date shall be the last date on which payments can, in the normal and reasonable course of Company's procedures, be credited to the Customer's account in preparing next normal billing

4. GENERAL RULES AND REGULATIONS

Service hereunder is subject to the Company's Rules and Regulations on file with the State Corporation Commission.

5. COST OF GAS

Service hereunder is subject to the terms of Company's Purchased Gas Cost Adjustment on tariff schedule PGA-96. The cost of gas is in addition to the above rates.

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No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 3 of 3 Sheets

WEATHER NORMALIZATION ADJUSTMENT RIDER (Continued)

HSF_i = heat sensitive factor for current month, applicable to service schedule i, as approved in Docket No. 07-AQLG-431-RTS

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$nPHDD_m$ = normal HDDs for month prior to month m, determined according to provisions approved in Docket No. 03-AQLG-1076-TAR

$aPHDD_m$ = actual HDDs for month prior to month m, determined according to provisions approved in Docket No. 03-AQLG-1076-TAR

$PHSF_i$ = heat sensitive factor for prior month, applicable to service schedule i, as approved in Docket No. 07-AQLG-431-RTS

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CC_{mi} = customer count for month m, applicable to Service Schedule i

r_i = applicable margin rate for Service Schedule i

$aSalesTot$ = the sum of actual monthly sales over the current WNA Calculation Period applicable to Service Schedule i

8. The WNA Account Balance may be periodically reviewed by the Company and by the Commission. The WNA Factor may be revised by the Commission if it appears at any time on review that the WNA Account Balance at the end of the WNA Collection Period will be substantial.

9. The WNA Factor shall be calculated to the nearest \$0.0001/Mcf.

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KANSAS GAS OPERATIONS
(Territory to which schedule is applicable)

Replacing: Index No. 18, Schedule SC-1, 2nd Revised, Sheet 1 of 1
which was filed 5-4-05

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No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 1 of 1 Sheets

SMALL COMMERCIAL SERVICE (SC-1)

1. AVAILABILITY

This rate schedule is available to any individually metered, non-residential Customer who uses the Company's system and has experienced, or anticipates experiencing, an annual consumption of natural gas less than or equal to 500 MCF. Service is not available under this rate schedule for resale to others or for standby service.

2. RATE

Customer Charge: \$22.75 per month
plus Cost of Gas
Commodity Charge: All consumption \$0.14524 per Therm.

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Adjustable Rate: Company may reduce the Commodity Charge up to \$.1000 per Therm to meet a competitive alternative to Company's service. The Customer shall be required to sign a special agreement listing the reduced charge, term of service and other conditions of service.

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3. PENALTY FOR DELINQUENT PAYMENT

A late payment charge in an amount equal to two percent (2%) of the delinquent amount owed for current utility service will be added to the bill if payment is not received on or before the net due date stated on the bill. The net due date shall be the fifteenth (15th) day after date of billing, or meter reading in the case of self billing.

4. GENERAL RULES AND REGULATIONS

Service hereunder is subject to the Company's Rules and Regulations on file with the State Corporation Commission.

5. COST OF GAS

Service hereunder is subject to the terms of Company's Purchased Gas Cost Adjustment on tariff schedule PGA-96. The cost of gas is in addition to the above rates.

Issued _____
Month Day Year
Effective JUNE 1, 2007
Month Day Year
By _____
Signature
Steven M. Jurek Vice President, Regulatory Services

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Approved¶
Kansas Corporation Commission¶
May 4, 2005¶
/S/ Susan K. Duffy

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AQUILA, INC. D/B/A AQUILA NETWORKS-KGO
(Name of Issuing Utility)

Schedule SVF, Third Revised

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KANSAS GAS OPERATIONS

Replacing: Index No. 20, Schedule SVF, 2nd Revised, Sheet 1 of 1

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(Territory to which schedule is applicable)

filed 5-4-05

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No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 1 of 1 Sheets

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SMALL VOLUME FIRM SERVICE (SVF)

1. AVAILABILITY

This rate schedule is available to any individually metered, non-residential Customer using the Company's system who has experienced, or anticipates experiencing, an annual consumption of natural gas greater than 500 MCF, but less than or equal to 5,000 MCF. Service is not available under this rate schedule for resale to others or for standby service.

2. RATE

Customer Charge: \$40.00 per month plus Cost of Gas
Commodity Charge: All consumption \$0.12500 per Therm.

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3. PENALTY FOR DELINQUENT PAYMENT

A late payment charge in an amount equal to two percent (2%) of the delinquent amount owed for current utility service will be added to the bill if payment is not received on or before the net due date stated on the bill. The net due date shall be the fifteenth (15th) day after date of billing, or meter reading in the case of self billing.

4. GENERAL RULES AND REGULATIONS

Service hereunder is subject to the Company's Rules and Regulations on file with the State Corporation Commission

5. COST OF GAS

Service hereunder is subject to the terms of Company's Purchased Gas Cost Adjustment on tariff schedule PGA-96. The cost of gas is in addition to the above rates.

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Issued _____
Month Day Year

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Approved¶
Kansas Corporation Commission¶
May 4, 2005¶
/S/ Susan K. Duffy

By _____
Signature

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Steven M. Jurek Vice President, Regulatory Services

AQUILA, INC. D/B/A AQUILA NETWORKS-KGO
(Name of Issuing Utility)

Schedule LVF, Third Revised

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KANSAS GAS OPERATIONS

Replacing: Index 21, Schedule LVF, 2nd Revised, Sheet 1 of 1,
filed 5-4-05

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(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 1 of 1 Sheets

LARGE VOLUME FIRM SERVICE (LVF)

1. AVAILABILITY

This rate schedule is available to any individually metered, non-residential Customer using the Company's system who has experienced, or anticipates experiencing, an annual consumption of natural gas greater than 5,000 MCF. Service is not available under this rate schedule for resale to others or for standby service.

2. RATE

Customer Charge: \$256.00 per month
Commodity Charge: All consumption \$0.05900 per Therm, plus Cost of Gas

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3. PENALTY FOR DELINQUENT PAYMENT

A late payment charge in an amount equal to two percent (2%) of the delinquent amount owed for current utility service will be added to the bill if payment is not received on or before the net due date stated on the bill. The net due date shall be the fifteenth (15th) day after date of billing, or meter reading in the case of self billing

4. GENERAL RULES AND REGULATIONS

Service hereunder is subject to the Company's Rules and Regulations on file with the State Corporation Commission.

5. COST OF GAS

Service hereunder is subject to the terms of Company's Purchased Gas Cost Adjustment on tariff schedule PGA-96. The cost of gas is in addition to the above rates.

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Effective JUNE 1, 2007
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Approved¶
Kansas Corporation Commission¶
May 4, 2005¶
/S/ Susan K. Duffy

By _____
Signature

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Steven M. Jurek Vice President, Regulatory Services

AQUILA, INC. D/B/A AQUILA NETWORKS-KGO
(Name of Issuing Utility)

Schedule SVI, Third Revised

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KANSAS GAS OPERATIONS
(Territory to which schedule is applicable)

Replacing: Index No. 22, Schedule SVI, 2nd Revised, Sheet 1 of 1
which was filed 5-4-05

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No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 1 of 1 Sheets

SMALL VOLUME INTERRUPTIBLE SERVICE (SVI)

1. AVAILABILITY

This rate schedule is available, on interruptible terms only, to any individually metered, non-residential Customer using the Company's system who has experienced, or anticipates experiencing, an annual consumption of natural gas greater than 500 MCF and less than or equal to 5,000 MCF. Service is not available under this rate schedule for resale to others.

2. RATE

Customer Charge: \$40.00 per month
Commodity Charge: All consumption \$0.12500 per Therm, plus Cost of Interruptible Gas

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3. PENALTY FOR DELINQUENT PAYMENT

A late payment charge in an amount equal to two percent (2%) of the delinquent amount owed for current utility service will be added to the bill if payment is not received on or before the net due date stated on the bill. The net due date shall be the fifteenth (15th) day after date of billing, or meter reading in the case of self billing.

4. GENERAL RULES AND REGULATIONS

Service hereunder is subject to the Company's Rules and Regulations on file with the State Corporation Commission

5. COST OF GAS

Service hereunder is subject to the terms of Company's Purchased Gas Cost Adjustment on tariff schedule PGA-96, excluding the Demand Component "D". The Company's cost of gas will apply, and is in addition to the above rates.

Issued _____
Month Day Year

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Effective JUNE 1, 2007
Month Day Year

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Approved¶
Kansas Corporation Commission¶
May 4, 2005¶
/S/ Susan K. Duffy

By _____
Signature

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Steven M. Jurek Vice President, Regulatory Services

AQUILA, INC. D/B/A AQUILA NETWORKS-KGO
(Name of Issuing Utility)

Schedule: LVI, Third Revised

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KANSAS GAS OPERATIONS
(Territory to which schedule is applicable)

Replacing: Index 23, Schedule LVI, 2nd Revised, Sheet 1 of 1,
which was filed 5-4-05

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No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 1 of 1 Sheets

LARGE VOLUME INTERRUPTIBLE SERVICE (LVI)

1. AVAILABILITY

This rate schedule is available, on interruptible terms only, to any individually metered, non-residential Customer using the Company's system who has experienced, or anticipates experiencing, an annual consumption of natural gas greater than 5,000 MCF. Service is not available under this rate schedule for resale to others.

2. RATE

Customer Charge: \$256.00 per month
Commodity Charge: All consumption \$0.05900 per Therm, plus Cost of Interruptible Gas

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3. PENALTY FOR DELINQUENT PAYMENT

A late payment charge in an amount equal to two percent (2%) of the delinquent amount owed for current utility service will be added to the bill if payment is not received on or before the net due date stated on the bill. The net due date shall be the fifteenth (15th) day after date of billing, or meter reading in the case of self billing

4. GENERAL RULES AND REGULATIONS

Service hereunder is subject to the Company's Rules and Regulations on file with the State Corporation Commission.

5. COST OF GAS

Service hereunder is subject to the terms of Company's Purchased Gas Cost Adjustment on tariff schedule PGA-96, excluding the Demand Component "D." The Company's cost of gas will apply, and is in addition to the above rates.

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Month Day Year
By _____
Signature
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Approved[]
Kansas Corporation Commission[]
May 4, 2005[]
/S/ Susan K. Duffy

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AQUILA, INC. D/B/A AQUILA NETWORKS-KGO
(Name of Issuing Utility)

Schedule WGS, Second Revised

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KANSAS GAS OPERATIONS

Replacing Schedule: Index No. 25, WGS, 1st Rev, Sheet 1 of 1,
which was filed 5-4-05

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(Territory to which schedule is applicable)
No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 1 of 1 Sheets

WHOLESALE GAS SERVICE (WGS)

1. AVAILABILITY

This rate schedule is available to any natural gas distribution or municipally-owned gas distribution system (utility) for resale at points on the Company's transmission system where adequate pressure and capacity exists. Service hereunder is by contract only and includes Customers receiving wholesale service on the effective date hereof. Service hereunder is for 100 percent of customer's requirements.

2. RATE

Customer Charge: \$256.00 per month
Commodity Charge: All consumption \$0.05900 per Therm, plus Cost of Gas

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3. PENALTY FOR DELINQUENT PAYMENT

A late payment charge in an amount equal to two percent (2%) of the delinquent amount owed for current utility service will be added to the bill if payment is not received on or before the net due date stated on the bill. The net due date shall be the fifteenth (15th) day after date of billing, or meter reading in the case of self billing

4. GENERAL RULES AND REGULATIONS

Service hereunder is subject to the Company's Rules and Regulations on file with the State Corporation Commission.

5. COST OF GAS

Service hereunder is subject to the terms of Company's Purchased Gas Cost Adjustment on tariff schedule PGA-96. The cost of gas is in addition to the above rates.

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Month Day Year

Effective JUNE 1, 2007
Month Day Year

By _____
Signature

Steven M. Jurek Vice President, Regulatory Services

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Approved[]
Kansas Corporation Commission[]
May 4, 2005[]
/S/ Susan K. Duffy

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07-AQLG-431-RTS
Heat Sensitivity Factors (per Dekatherm) for Aquila's WNA

Rate Class	Weather Station	Current Month	Previous Month
Residential	Dodge City	0.003132	0.003941
	Garden City Exp	0.005348	0.010933
	Goodland	0.003322	0.010760
	Hutchinson	0.000000	0.014199
	Liberal	0.001992	0.008776
	Topeka	0.005103	0.010091
	Wichita	0.006931	0.007338
Small Commercial	Dodge City	0.008930	0.017685
	Garden City Exp	0.011636	0.025597
	Goodland	0.000000	0.021234
	Hutchinson	0.000000	0.023437
	Liberal	0.005567	0.021955
	Topeka	0.006919	0.025374
	Wichita	0.023495	0.028008
Small Volume Firm	Dodge City	0.000000	0.079291
	Garden City Exp	0.000000	0.093540
	Goodland	0.000000	0.121084
	Hutchinson	0.000000	0.125653
	Liberal	0.000000	0.073282
	Topeka	0.000000	0.113613
	Wichita	0.088152	0.145476
Large Volume Firm	Dodge City	0.000000	0.000000
	Garden City Exp	1.047478	0.842984
	Goodland	0.000000	0.366376
	Liberal	0.000000	0.472177
	Topeka	1.086994	0.000000
	Wichita	0.000000	1.218756

Source: JMS-1 (Current Month Residential-Dodge City), Current Month Residential-Liberal), JMS-3 (all other HSFs)

Per KCC Data Request 151
For Period Ended

	2006	2005
12 months ended September 30	1,333,470	1,198,059
8 months ended May 31	195,761	256,327
percent	15%	21%
Average	18.00%	
Current Threshold	862,193	
New Threshold	155,195	

Beginning June 1st, 100% of gas cost related to bad debt write-off and recoveries shall be run through the PGA.

For PGA year ended September 30, 2007, the gas cost threshold/ceiling will be set at \$862,193* 18%=\$155,195. This threshold/ceiling will relate to bad debt write-off's & recoveries for the time period of October 1, 2006 thru May 31, 2007.

Note: The 18% is obtained via comparing net write-off's for the 12 months ended September 30 as a percent of net write off's for the time period October 1 - May 31st. An average of 2006 & 2005 was used to establish this percent.

To summarize, for the time period Oct 1, 2006 - Sep 30, 2007: 100% of June 1, 2007 through September 30, 2007 would flow through the PGA and for the Oct 1, 2006 through May 31, 2007 we look at net write-offs compared to \$155,195 -- and the over/under would charge/credit the PGA. Future PGA yrs, 100% flows through the PGA.

CERTIFICATE OF SERVICE

07-AQLG-431-RTS

I, the undersigned, hereby certify that a true and correct copy of the above and foregoing Joint Motion To Approve Stipulated Settlement Agreement was placed in the United States mail, postage prepaid, or hand-delivered this 23rd day of April, 2007, to the following:

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jflaherty@abrflh.com

JON R. EMPSON, SR VP REGULATORY LEGISLATIVE
& GAS SUPPLY
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D/B/A AQUILA NETWORKS - WPK / AQUILA NETWORKS
- KGO
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LARRY HEADLEY
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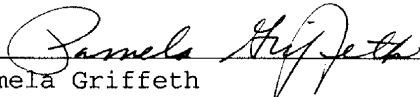
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CERTIFICATE OF SERVICE

07-AQLG-431-RTS

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Pamela Griffeth
Administrative Specialist