Exhibit No.:
Issue: Property tax expense; Bad debt expense; Arbitration settlement; and, General plant reserve.
Witness: John P. Weisensee
Type of Exhibit: Surrebuttal Testimony
Sponsoring Party: Kansas City Power & Light Company
Case No.: ER-2012-0174
Date Testimony Prepared: October 8, 2012

MISSOURI PUBLIC SERVICE COMMISSION

CASE NO.: ER-2012-0174

SURREBUTTAL TESTIMONY

OF

JOHN P. WEISENSEE

ON BEHALF OF

KANSAS CITY POWER & LIGHT COMPANY

Kansas City, Missouri
October 2012

SURREBUTTAL TESTIMONY

OF

JOHN P. WEISENSEE

Case No. ER-2012-0174

Q: Please state your name and business address.

A: My name is John P. Weisensee. My business address is 1200 Main Street, Kansas City, Missouri, 64105.

Q: Are you the same John P. Weisensee who prefiled Direct and Rebuttal Testimony in this matter?

A: Yes, I am.

Q: What is the purpose of your Surrebuttal Testimony?

A: The purpose of my testimony is to rebut various Missouri Public Service Commission ("MPSC" or "Commission") Staff ("Staff") witnesses and Office of Public Counsel ("OPC") witness Ted Robertson on the following issues:

- Property tax expense;
- Bad debt expense;
- Arbitration settlement; and
- General plant reserve.

PROPERTY TAX EXPENSE

Q: Please discuss the property tax cxpense issue.

A: Staff witness Patricia Gaskins recommends that property tax expense in the true-up be calculated by applying a tax ratio based on 2011 property tax payments to January 1, 2011 plant and apply that ratio to January 1, 2012 plant. While Kansas City Power &

Light Company ("KCP&L" or the "Company") witness Harold "Steve" Smith had indicated in his Direct Testimony in this case that KCP&L would want to incorporate plant additions through the true-up date in the true-up calculation, the Company now agrees that the approach recommended by Ms. Gaskins would be acceptable and would work well in conjunction with the proposed property tax tracker discussed by Company witness Darrin Ives in his various testimonies in this case.

BAD DEBT EXPENSE

Q: Please discuss the bad debt expense issue.

A: Staff witness Karen Lyons is taking the same position in this rate case that Staff has taken for the past several rate cases, that no bad debt expense should be included in the revenue requirement related to the revenue requirement increase in this case ("bad debt gross-up"). Midwest Industrial Energy Consumers/Midwest Energy Consumers Group ("MIEC/MECG') witness Greg R. Meyer took essentially the same position in his Direct Testimony.

Q: What is the basis for Ms. Lyons' position?

A: While Ms. Lyons acknowledges on page 6 of her Rebuttal Testimony that "Theoretically, bad debts should increase as rates increase or as revenues increase", she states that "there is no **direct relationship** between bad debts and revenue increases" (emphasis added). She presents extensive testimony and schedules which she believes demonstrate that there is no firm relationship between changes in revenues (i.e., rate increases or decreases) and changes in bad debt expense.

Q: Does KCP&L agree with Ms. Lyons' assertions stated in the preceding question?

A: No. I will demonstrate later in this section of my testimony why we disagree with Ms. Lyons' assertions. First, however, I should state that I believe Ms. Lyons has not focused on the key point, that it is logical and intuitive that increased revenue will result in increased bad debt write-offs, assuming all other factors remain constant. Why would it make sense to believe that a $100 million rate increase (for illustrative purposes only) would not result in increased bad debt write-offs related to that increase, assuming all other factors remain constant?

Q: Are you stating that total bad debt write-offs will definitely increase in 2013 once the rate increase approved by this Commission in this case goes into effect?

A: No, I can't state that. The economy could improve dramatically, resulting in overall bad debt write-offs not increasing, but no one can predict those events. That is why I emphasize the phrase "assuming all other factors remain constant." To decide this issue the Commission must decide whether it makes sense that bad debt write-offs will increase related solely to this rate increase.

Q: Can you link this rationale to a typical customer bill?

A: Yes. Let us assume a customer currently has an average monthly bill of $100 and that the customer does not pay his/her bills, resulting in write-offs. Assume for illustrative and simplicity purposes that rates increase 10% in this case, resulting in this customer's bill now being $110 per month. If that customer's $100 monthly bills have been written off it is logical that their $110 bills will now be written off. Therefore, bad debt write-offs increase.

Q: Please address Ms. Lyons' assertions regarding a lack of a direct relationship or correlation.

A: The schedules that Ms. Lyons uses to demonstrate that "there is no direct relationship of bad debts and revenue increases" assume that a customer account will be written off exactly six months after it is billed. She is attempting to show a firm relationship by looking at each individual month's revenues and the bad debt expense for a period exactly six months later. However, while this six-month period is the average time that it takes a customer account with ongoing service to go through the various steps of the Company's collection process, it is by no means absolute. Some accounts are written off in less than six months after billing while others are written off in more than six months.

Q: Please give an example of when an account may be written off in less than six months.

A: An account may be written off in less than six months in a situation where a delinquent customer initiates service disconnection, generally as a result of relocation to outside the Company's service territory or an attempt to relocate within the service territory under a different account name. When this happens, the Company does not incur the time delay between when an account becomes delinquent and when service is disconnected and a final bill issued. This eliminates about forty to forty-five days of the standard collection process. The write-off process is also accelerated in cases where discovery of a customer's diversion of service results in immediate disconnection of service for safety reasons and the resultant issuance of a final bill.

Q: Please give an example of when an account may be written off in more than six months.

A: The Company is subject to both statutory cold weather and hot weather rules for residential customers that often postpone the cut-off of service. Under these rules, service cannot be disconnected when the temperature remains below or above specified temperatures for a specified period of time. The cold weather rule is in effect from November 1 through March 31 and the hot weather statute from June 1 through September 30. If the customer has been notified that service will be disconnected, but the cut-off cannot be timely completed due to cold or hot weather restrictions, the disconnection must be cancelled and the collection process begun again from the first step. Starting the collection process over also occurs when disconnection cannot be timely completed for any other reason such as an internal backlog in completing cut-off requests. An inability to complete the disconnect extends the collection process because the final bill process cannot be started until 15 days after service has been disconnected. Another situation where write-off of delinquent accounts may be delayed is when a delinquent customer is granted a payment plan but later defaults on that plan.

Q: Are there other reasons why the relationship between revenues for a specific month cannot be matched exactly with the bad debt expense for the month that is exactly six months later?

A: Yes. The Company's bad debt expenses as shown in Ms. Lyons' schedules are bad debt expenses net of subsequent recoveries. Recoveries include both cash recoveries, such as from collection agencies and reversals of prior write-offs where a customer has subsequently agreed to make payment of the previous account balance in order to resume service. As shown in the Company's adjustment CS-20a, bad debt expense, work paper in its March update, bad debt write-offs for the twelve months ended March 2012 were $9,982,924 while recoveries for the same period were $3,630,785, for net bad debt write-offs of $6,352,139. Recoveries are a significant offset to the amounts written off but could trail the write-offs by a number of months.

Q: If you generally agree that there is no firm correlation between the revenues for a specific month and the bad debt expense for a month exactly six months later, why does KCP&L continue to assert that a bad debt factor must be applied to the revenue increase in a rate case?

A: As discussed above, our primary assertion does not center around the correlation issue, but rather the obvious fact that it is logical and intuitive that increased revenue will result in increased bad debt write-offs, <u>assuming all other factors remain constant</u>. However, addressing the correlation issue raised by Ms. Lyons, a <u>general</u> correlation can be proven by looking at a period of time greater than a single billing month. Schedule JPW-12 uses the same monthly revenue and bad debt expense data provided by Ms. Lyons in her schedule KL-1A attached to her Rebuttal Testimony. However, the monthly data is segregated into periods based on when rates authorized in each of the rate cases were in place. There is a general relationship between the increase in revenues over that time period and the increase in bad debt write-offs associated with the revenues for the same period. For instance, new rates were effective January 1, 2007 in the first rate case under the Regulatory Plan, Case No. ER-2006-0314. During the 12 months following that rate increase, revenues increased 12.2% over the previous 12-month period while net bad debt write-offs increased 9.0%. As indicated earlier, there will not be a perfect relationship because of differing circumstances during the time period as well as the timing of recoveries. However, this presentation reflects a much clearer indication of the relationship than if it is only looked at for a specific month.

Q: Does this relationship hold for all of the periods identified on your schedule JPW-12?

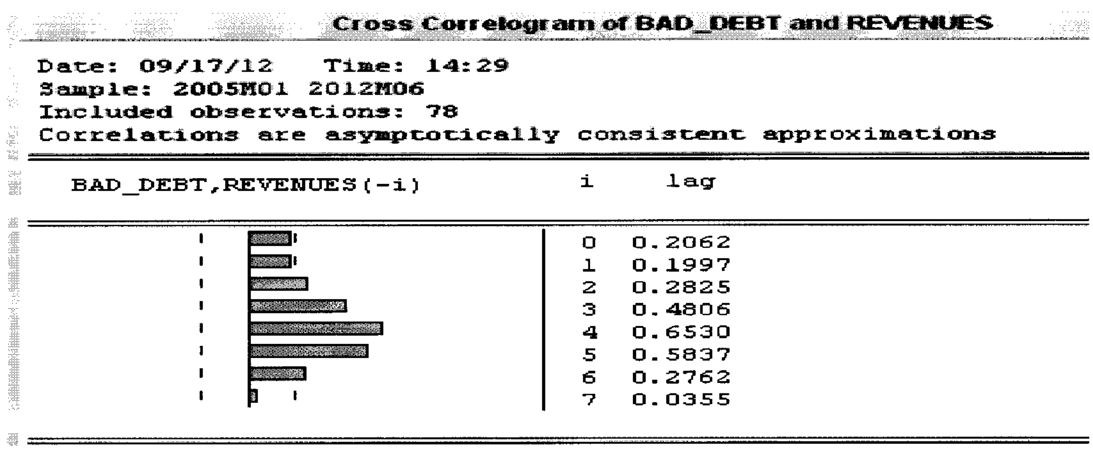
A: Yes. The relationship holds when considering that there will be circumstances during each time period that affect the relative increases. In some rate periods, the percent of increase in bad debt write-offs was greater than the percent of increase in revenues; in other periods, the percent of increase in bad debt write-offs was less than the percent of increase in revenues. Historically, however, it is an absolute fact that when revenues increase, net bad debt write-offs always increase as well.

Q: Can you prove that there is a statistical correlation between net bad debt write-offs and revenues?

A: Yes. The table below shows correlations that were computed between revenues recorded in one month and net bad debt write-offs recognized at varying months thereafter. The schedule shows correlations computed for revenues with bad debts lagging by 0 to 7 months. The bars that go outside of the hash mark are statistically significant. The correlations are positive and statistically significant for write-offs lagging revenues by 2, 3, 4, 5 and 6 months. The largest correlation, 0.6530, is at 4 months. These correlations were computed with the EViews software package and were computed for the revenues and associated bad debt write-offs for the period January 2005 through December 2011, the same period as used by Ms. Lyons.

Q: What do these correlations tell us about the relationship of revenues and bad debt write-offs?

A: An increase in revenues during a particular month will be followed by a steadily increasing amount of net bad debt write-offs for the next four months. In the fifth and six months the increases will become smaller. The bad debt write-offs related to revenues for a given month will be entirely reflected by the end of the sixth month after the revenues are billed.



Q: Ms. Lyons represents on page 3 of her Rebuttal Testimony that the Company's request to increase bad debt expense associated with the revenue requirement was "based upon an assumption that is speculative and is not based on known and measurable changes." Do you agree with this?

A: No. I believe that Schedule JPW-12 reflects two results that are based on historical levels of revenues and bad debt write-offs and that are therefore known and measurable. First, as discussed above, when revenues for a time period increase, bad debt write-offs always increase, although sometimes in a percent greater than or less than the change in revenues. Second, the ratio of bad debt write-offs, net of recoveries, has remained fairly constant over the years addressed. For the periods in which rates were billed under the following rate orders, the ratios of net bad debt write-offs to revenues were as follows:

- 2005 - .628%
- 2006 - .721%
- ER-2006-0314, effective January 1, 2007 for 12 months - .700%
- ER-2007-0291, effective January 1, 2008 for 20 months - .613%
- ER-2009-0089, effective September 1, 2009 for 20 months - .841%
- ER-2010-0355 – effective May 4, 2011 (ongoing) - .740%

Q: Why are these most recent ratios less than the ratios included in the current rate case, for both the Staff and Company?

A: The ratios included in the current rate case are based on revenues for the 12 months ended September 2011 and the net bad debt write-offs for the 12 months ended March 2012, which reflect the current economic climate. Both revenue and bad debt write-offs will be updated for the True-up.

Q: Please summarize the Company's position regarding bad debt write-offs attributable to the revenue increase granted in a rate case?

A: I agree that there is not an exact relationship between the increase in revenues and the increase in bad debt write-offs, where one could multiply the rate increase by a normalized bad debt write-up factor and determine the exact amount of the bad debt write-off increase. As explained earlier in my testimony, there are many factors that prevent such an exact relationship. However, it is entirely reasonable and intuitive that bad debt write-offs will be higher if a rate increase is granted than the write-offs would be without such an increase, all other factors, such as the economy, being held constant.

This is evidenced in Schedule JPW-12 and as described above. The inability to determine the exact impact is not a reason to deny any bad debt recovery on the incremental revenue. We believe that the future increase in bad debt write-offs due to incremental revenue can be reasonably predicted by the historical increases resulting from incremental revenue. Bad debts should be calculated on the revenue increase granted based on the normalized bad debt write-off factor calculated at true-up in this case.

Q: Has the Commission ruled on this issue in past rate case proceedings?

A: Yes. In the 2006 rate case (Case No. ER-2006-0314), the Commission's Report and Order, page 63 included this conclusion in regard to bad debt expense:

> The Commission understands Staff's argument that there is not a perfect positive correlation between retail sales and the percentage of bad debts. While it's possible that KCPL's bad debt expense could decrease, the Commission finds it more probable, and therefore just and reasonable, that an increase in the amount of revenue that KCPL is allowed to collect from its Missouri retail ratepayers will result in a corresponding increase in bad debt expense.

Q: Do Staff and KCP&L agree on the bad debt write-off factor in this case?

A: Yes. The parties calculated the normalized bad debt write-off factor consistently. The actual factor used in this case will be adjusted as part of the true-up process.

Q: What is the impact of the different approaches taken by Staff and the Company regarding the bad debt gross-up?

A: The impact cannot be determined at this time because it is a function of the revenue increase granted and the update to the normalized bad debt factor that will occur at true-up. Staff's bad debt write-off factor in its filed case was .9156%; therefore, the impact should be approximately that rate multiplied by the rate increase granted in this case.

Q: If the Commission should agree with the Company on this issue, would forfeited discount revenue be affected?

A: Yes. KCP&L believes it is reasonable that forfeited discount revenue would be higher if a rate increase is granted than the revenue would be without such an increase, similar to the bad debt write-off impact. Therefore, forfeited discount revenue should be calculated on the rate increase granted in this case, based on the normalized forfeited discount factor.

Q: Why do you think Ms. Lyons indicates that Staff's analysis indicates the relationship between revenues and forfeited discounts is "much closer" to a direct correlation than the relationship of bad debt expense to increased revenues?

A: There are several reasons why a more direct correlation for forfeited discounts based on each specific month can be observed. Forfeited discounts occur as soon as a bill becomes past due, generally 21 days after the billing date. Additionally, there are no subsequent transactions such as recoveries that would impact the amount of the forfeited discount.

ARBITRATION SETTLEMENT

Q: Please discuss the arbitration settlement issue.

A: Staff witness Keith Majors proposes that an arbitration settlement charged to Plant-in-Service be removed from rate base. KCP&L does not believe such a rate base adjustment is necessary.

Q: Please discuss the nature of this settlement.

A: Mr. Majors accurately describes the nature of the arbitration with The Empire District Electric Company ("Empire") and the settlement agreement in his Rebuttal Testimony.

Q: Why does Mr. Majors believe that the settlement should be removed from rate base?

A: As stated on page 6 of his Rebuttal Testimony, his opinion is that KCP&L, "of its own volition, chose to deny Empire access to the documents it had been charged for. Consequently, KCPL, not Missouri ratepayers, should pay for what amounts to KCPL's withholding of these documents."

Q: Why does KCP&L disagree with Mr. Majors?

A: While Mr. Major is correct that KCP&L, of its own volition, chose to deny access to these documents, he apparently does not understand the reason why this action was necessary. Although KCP&L had provided Empire with redacted Schiff Hardin invoices regarding the Iatan 2 project, Empire insisted on obtaining unredacted invoices and the work product described in the invoices. Because Schiff Hardin was KCP&L's attorney and not Empire's, the requested invoices contained privileged attorney-client communications and work product that KCP&L had a legal right to protect with redactions and/or nondisclosure. KCP&L redacted certain information within the invoices that was deemed confidential and/or privileged, and often did not concern the Iatan 2 project at all. The invoices and documents also contained confidential commercial information regarding Iatan 2 vendors that, if made public, could have compromised negotiations with those vendors. KCP&L could not provide this information to Empire without waiving the attorney-client and work product protections. Empire chose to arbitrate the matter under the Iatan Joint Owners Agreement. During the arbitration process, a compromise was reached whereby KCP&L was able to protect the privileged documents in exchange for settlement payments to the other joint owners. KCP&L believes it had a valid reason for denying access to these documents and therefore the resulting settlement payments are properly charged to and includable in Plant-in-Service.

GENERAL PLANT RESERVE

Q: Please discuss the general plant reserve issue.

A: Staff witness Arthur W. Rice repeats his Direct Testimony positions in his Rebuttal Testimony. I will address Mr. Rice's contention that KCP&L did not abide by the conditions of Sections 5d and 10 of the Non-Unanimous Stipulation and Agreement Regarding Depreciation and Accumulated Additional Amortizations ("2010 Depreciation S&A"), approved by the Commission on April 12, 2011. The Company strongly disagrees with Mr. Rice's conclusion.

Q: Why does KCP&L disagree with Mr. Rice?

A: In order to avoid unnecessarily burdening the record in this case, I simply refer the reader of this testimony to my Rebuttal Testimony on this subject. Mr. Rice has raised the same points in his Rebuttal Testimony that he raised in his Direct Testimony; nothing new. Regarding Section 5d, I again state that KCP&L and the Staff have worked extensively over the last year and a half on various issues addressed in the 2010 Depreciation Stipulation S&A. During that time the Company had no reason to believe Staff would not support continued use of the Amortization Method, making the practice permanent in this rate case. As a result, the Company did not present Direct Testimony on this issue. Mr. Spanos provides this support in his Rebuttal Testimony and addresses this issue again in his Surrebuttal Testimony.

Q: Please address Mr. Rice's concerns regarding Section 10 of the 2010 Depreciation S&A.

A: As I stated in my Rebuttal Testimony, KCP&L was very cooperative with Staff in fulfilling the requirements of Section 10. We made every effort to answer all of Staff's questions, over a period of time exceeding one year. KCP&L's compliance is fully documented in the chronology of events listed in my Rebuttal Testimony and as documented on my Schedule JPW-11 attached to that Rebuttal Testimony.

Q: Are there any specific comments Mr. Rice has made in his Rebuttal Testimony regarding Section 10 compliance that you would like to address?

A: Yes, I would like to address two points. First, Mr. Rice states on page 5 that the Company did not provide a "scope and approach" to the requirements of Section 10. That statement is totally incorrect. As I stated in my Rebuttal we met with Mr. Rice and other Staff members on June 13, 2011 to discuss the scope and approach. As part of this effort we responded to sixteen (16) Staff questions that Staff had submitted in advance of the meeting. After this meeting the Company believed the scope and approach was well defined.

Q: Did Staff ever indicate it had concerns with the scope and approach?

A: No. Not until the filing of the Staff's Revenue Requirement/Cost of Service report ("Staff Report") in this case did the Company get any indication from Staff that there were concerns regarding the scope and approach. This is nearly one year later.

Q: What is the second point that you would like to make regarding Section 10 compliance.

A: In my Rebuttal Testimony I detail the many steps the Company took to meet the Section 10 requirements, culminating in a July 28, 2011 email to Staff and the other parties in this case. Neither Mr. Rice nor anyone with Staff ever indicated a concern with non-compliance. Mr. Rice admits in his Rebuttal Testimony that he did not even open the July 28, 2011 email, and was not even aware that it existed, until I discussed the email at an August 23, 2012 technical conference in this rate case. How can Staff then assert that KCP&L did not comply?

Q: What is your recommendation as to how the Commission should proceed on this subject?

A: I recommend the Commission disregard Mr. Rice's allegation regarding non-compliance with the 2010 Depreciation S&A in its entirety and focus on the real general plant reserve issues in this case, namely the alleged merger detriment/merger transition cost issue and the continuation of the general plant amortization issue. Mr. Rice has stated that he has performed the necessary study and has made certain recommendations. In response to Mr. Rice, Mr. Spanos performed a study of unrecovered reserves and discusses his results and recommendations in treating the unrecovered reserves in his Surrebuttal Testimony. It serves no purpose to debate whether the Company's study was exactly what Staff intended by Section 10. The Company has an unrecovered reserve that needs to be addressed and Staff's insistence on repeating allegations of non-compliance diverts focus from the real general plant reserve issues that need to be addressed in this case.

Q: Do you have any other comments regarding Mr. Rice's Rebuttal Testimony, unrelated to the alleged non-compliance issue?

A: Yes. On pages 8-11 of his Rebuttal Testimony Mr. Rice discusses various concerns with GMO Account 119.300. KCP&L does not utilize Account 119.300 and therefore all of Mr. Rice's comments on these pages should be disregarded as irrelevant to this rate case.

Q: Does that conclude your testimony?

A: Yes, it does.

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of Kansas City Power & Light Company's Request for Authority to Implement A General Rate Increase for Electric Service	)))	Case No. ER-2012-0174

AFFIDAVIT OF JOHN P. WEISENSEE

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

John P. Weisensee, being first duly sworn on his oath, states:

1. My name is John P. Weisensee. I work in Kansas City, Missouri, and I am employed by Kansas City Power & Light Company as Regulatory Affairs Manager.

2. Attached hereto and made a part hereof for all purposes is my Surrebuttal Testimony on behalf of Kansas City Power & Light Company consisting of Sixteen (16) pages, having been prepared in written form for introduction into evidence in the above-captioned docket.

3. I have knowledge of the matters set forth therein. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded, including any attachments thereto, are true and accurate to the best of my knowledge, information and belief.

John P. Weisensee
John P. Weisensee

Subscribed and sworn before me this 8th day of October, 2012.

Nicole A. Wehry
Notary Public

My commission expires: Feb. 4, 2015

NICOLE A. WEHRY
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: February 04, 2015
Commission Number: 11391200

Kansas City Power & Light Company
Missouri Bad Debt Write-Offs, Net of Recoveries
Missouri Retail Revenue w/o GRT

Change in Revenues Compared with Change in Write-Offs

(Based on bad debt write-offs 6 months after billing)

Month of Billing		Revenues (excl Gross Receipts Taxes)	Month of Associated Bad Debt (a)	Bad Debt Net of Recoveries	Net Bad Debt as Percent of Revenues
Calendar 2005					
	Jan-05	35,946,528	Jul-05	176,447	
	Feb-05	31,490,627	Aug-05	199,677	
	Mar-05	33,751,084	Sep-05	231,860	
	Apr-05	30,899,307	Oct-05	243,979	
	May-05	38,418,451	Nov-05	426,130	
	Jun-05	52,379,078	Dec-05	450,731	
	Jul-05	58,951,530	Jan-06	388,149	
	Aug-05	57,506,146	Feb-06	184,705	
	Sep-05	45,694,910	Mar-06	72,577	
	Oct-05	33,901,935	Apr-06	205,870	
	Nov-05	31,490,850	May-06	287,243	
	Dec-05	36,430,499	Jun-06	190,047	
		486,860,945		3,057,415	0.628%
Calendar 2006					
	Jan-06	33,448,924	Jul-06	188,814	
	Feb-06	33,327,066	Aug-06	234,782	
	Mar-06	34,106,792	Sep-06	261,035	
	Apr-06	32,422,473	Oct-06	353,242	
	May-06	41,132,580	Nov-06	324,907	
	Jun-06	52,757,294	Dec-06	376,258	
	Jul-06	62,405,677	Jan-07	377,494	
	Aug-06	60,438,218	Feb-07	387,507	
	Sep-06	40,294,695	Mar-07	193,281	
	Oct-06	34,803,162	Apr-07	288,473	
	Nov-06	32,171,877	May-07	313,806	
	Dec-06	34,632,011	Jun-07	246,604	
12 Months		491,940,769		3,546,203	0.721%
ER-2006-0314 - New Rates Effective January 1, 2007					
	Jan-07	41,248,430	Jul-07	291,521	
	Feb-07	37,730,216	Aug-07	169,007	
	Mar-07	36,858,501	Sep-07	272,474	
	Apr-07	35,552,918	Oct-07	432,698	
	May-07	44,964,450	Nov-07	444,468	
	Jun-07	54,783,793	Dec-07	376,258	
	Jul-07	63,947,529	Jan-08	390,285	
	Aug-07	71,913,070	Feb-08	263,900	
	Sep-07	50,698,258	Mar-08	407,035	
	Oct-07	37,719,881	Apr-08	292,212	
	Nov-07	35,984,381	May-08	289,225	
	Dec-07	40,428,059	Jun-08	235,734	
12 Months		551,829,486		3,864,817	0.700%
Percent Incr (Decr) from prior period		12.174%		8.985%	
ER-2007-0291 - Rates Effective January 1, 2008					
	Jan-08	42,320,923	Jul-08	318,096	
	Feb-08	43,474,834	Aug-08	376,588	
	Mar-08	39,673,795	Sep-08	420,916	
	Apr-08	38,963,929	Oct-08	286,670	
	May-08	45,345,485	Nov-08	329,133	
	Jun-08	58,411,947	Dec-08	447,988	
	Jul-08	67,795,339	Jan-09	322,351	

Month of Billing	Revenues (excl Gross Receipts Taxes)	Month of Associated Bad Debt (a)	Bad Debt Net of Recoveries	Net Bad Debt as Percent of Revenues
Aug-08	66,684,457	Feb-09	115,502	
Sep-08	47,996,828	Mar-09	137,842	
Oct-08	40,304,350	Apr-09	148,973	
Nov-08	35,873,682	May-09	271,991	
Dec-08	42,709,680	Jun-09	442,838	
Jan-09	44,115,679	Jul-09	260,701	
Feb-09	38,073,380	Aug-09	295,503	
Mar-09	41,770,951	Sep-09	255,732	
Apr-09	38,575,028	Oct-09	272,225	
May-09	43,308,928	Nov-09	293,309	
Jun-09	58,747,464	Dec-09	487,758	
Jul-09	64,051,199	Jan-10	277,487	
Aug-09	61,884,812	Feb-10	121,342	
20 Months	960,082,690		5,882,945	0.613%
Percent Incr (Decr) from prior period	73.982%		52.218%	
ER-2009-0089 - New Rates Effective September 1, 2009				
Sep-09	52,754,046	Mar-10	232,493	
Oct-09	48,460,483	Apr-10	143,093	
Nov-09	41,703,769	May-10	155,359	
Dec-09	52,531,177	Jun-10	365,505	
Jan-10	46,152,084	Jul-10	526,801	
Feb-10	53,897,415	Aug-10	273,053	
Mar-10	48,177,188	Sep-10	216,596	
Apr-10	45,001,549	Oct-10	583,352	
May-10	53,075,538	Nov-10	722,663	
Jun-10	73,575,494	Dec-10	638,010	
Jul-10	82,734,487	Jan-11	666,808	
Aug-10	82,845,824	Feb-11	246,461	
Sep-10	56,702,913	Mar-11	486,630	
Oct-10	44,843,482	Apr-11	412,540	
Nov-10	45,555,835	May-11	321,979	
Dec-10	50,547,163	Jun-11	457,268	
Jan-11	50,581,643	Jul-11	726,054	
Feb-11	47,748,156	Aug-11	633,979	
Mar-11	47,451,094	Sep-11	555,041	
Apr-11	44,757,091	Oct-11	628,110	
20 Months	1,069,096,431		8,991,795	0.841%
Percent Incr (Decr) from prior period	11.355%		52.845%	
ER-2010-0355 - New rates Effective May 4, 2011				
May-11	52,997,498	Nov-11	741,538	
Jun-11	77,349,117	Dec-11	741,858	
Jul-11	94,351,066	Jan-12	705,916	
Aug-11	83,481,154	Feb-12	355,530	
Sep-11	54,086,580	Mar-12	72,336	
Oct-11	52,241,107	Apr-12	296,213	
Nov-11	47,324,234	May-12	458,879	
Dec-11	50,769,775	Jun-12	420,363	
8 Months	512,600,531		3,792,633	0.740%
Percent Incr (Decr) from prior period	-52.053%		-57.821%	

(a) Based on 6-month lag