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Exhibit No.:

Issues: Year 2000 Cost
Other Computer Costs
Decommissioning Deposits

Witness: Arlene S. Westerfield

Sponsoring Party: MoPSC Staff

Type of Exhibit: Surrebuttal Testimony

Case No.: EO-96-14

MISSOURI PUBLIC SERVICE COMMISSION

UTILITY SERVICES DIVISION

SURREBUTTAL TESTIMONY

OF

ARLENE S. WESTERFIELD

UNION ELECTRIC COMPANY

CASE NO. EO-96-14

Jefferson City, Missouri
April, 1999

****Denotes Highly Confidential Information****

NP

1 asking for information in support of their rebuttal filing. Upon receipt of this
2 additional information from the Company, the Staff may need to file supplemental
3 surrebuttal testimony. The Staff will seek to do so as soon as possible after it receives
4 responses to its outstanding data requests.

5 **YEAR 2000 COSTS**

6 Q. What are the major differences on this issue between the Staff and UE?

7 A. There are several major differences:

- 8 1. The Staff disagrees with the Company's contention that the
9 Staff must adhere to the Emerging Issues Task Force (EITF)
10 Statement No. 96-14 as it relates to this issue. (Baxter page 11,
11 line 4)
- 12 2. The Staff disagrees that the Federal Energy Regulatory
13 Commission Uniform System of Accounts (FERC USOA)
14 requires Year 2000 costs to be expensed. (Baxter page 11, line
15 10)
- 16 3. The Staff disagrees that Y2K is somehow a garden-variety type
17 of maintenance that does not rise to an extraordinary level as
18 characterized by the Company. (Baxter page 12, line 4 and page
19 12, line 10) (McKnight page 11, line 21)
- 20 4. The Staff disagrees with Mr. Baxter's characterization that the
21 name "Year 2000" is driving the Staff's proposed treatment of
22 these costs. (Baxter page 13, line 17)

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- 1 5. The Staff disagrees that Y2K is not a new category of cost as
- 2 defined in the Stipulation and Agreement for Case No. ER-95-
- 3 411. (Agreement) (Baxter page 14, line 14)
- 4 6. Staff believes the chart on page 14 of Mr. Baxter's rebuttal
- 5 testimony showing prior year's computer maintenance costs is
- 6 incomplete.
- 7 7. The Staff disagrees that Commission Orders subsequent to the
- 8 Agreement are not relevant to this issue. (Baxter page 15, line
- 9 11)
- 10 8. The Staff disagrees with Mr. Baxter's characterization of my
- 11 direct testimony on page 3, lines 8-9 and line 16 that there is a
- 12 contradiction between "ongoing" and "non-recurring" as a
- 13 description for Y2K. (Baxter page 17, line 19)
- 14 9. The Staff disagrees with Mr. Baxter's characterization of how
- 15 Y2K deferrals will burden future customers. (Baxter page 18,
- 16 line 4)
- 17 10. The Staff disagrees with Mr. Baxter's characterization of Y2K
- 18 as being part of continuing computer maintenance expenses.
- 19 (Baxter page 18, line 2)
- 20 11. The Staff disagrees with how the Company's characterizes the
- 21 Staff not proposing an adjustment for Y2K costs during the first
- 22 two sharing periods. (Baxter page 18, line 18)

1 12. The Staff disagrees that it is causing "squabbling" about this
2 issue. (McKnight page 13)

3 13. Staff disagrees with UE's implications regarding Y2K
4 prudence. (McKnight page 14, line 6)

5 I will address each of these items in the Company's rebuttal testimony in the
6 order presented above.

7 Q. What is the Staff's issue relating to the relevance of the Y2K EITF?

8 A. As stated in my direct testimony, it has never been the Staff's nor the
9 Commission's practice to let ratemaking matters be dictated by the accounting
10 standards that constitute GAAP. Additionally, the Agreement does not in any way cite
11 GAAP as being controlling, nor does it state that new GAAP pronouncements issued
12 after the Agreement was signed are binding on the parties or the Commission. I
13 previously discussed the relationship between GAAP and the Commission's
14 ratemaking authority in my direct testimony in this proceeding.

15 Q. Doesn't EITF Abstract 96-14 (attached as Schedule 1) call for
16 expensing of Y2K costs?

17 A. Yes, it does; however it also allows for the capitalization of some costs.
18 The EITF Abstract indicates that "[t]his Issue is limited to the upgrading of existing
19 internal-use software for the year 2000 and does not address purchases of hardware or
20 software that replace existing software that is not year 2000 compliant."

21 Q. What is Staff's response when Mr. Baxter cites FERC USOA
22 instructions for expensing computer maintenance costs?

1 A. Mr. Baxter fails to mention that the USOA also provides for the
2 deferral of extraordinary costs. The Staff believes that material Y2K costs constitute
3 an extraordinary item. As will be discussed later in my testimony, both Laclede Gas
4 Company (Laclede) and Missouri Gas Energy (MGE) have requested the
5 extraordinary treatment of deferring these costs. The Staff also believes that the
6 EARP Agreement, dated June 12, 1995, could not be structured in advance to address
7 a cost that was largely unknown at that time. Therefore, the Staff believes that Y2K
8 should be considered a "new cost" category under the Agreement. These computer
9 repair costs are occurring under a unique and radically different set of circumstances
10 from computer maintenance activities that had occurred prior to the 1995 Agreement.

11 Q. Mr. Baxter, on page 12, line 4 of his rebuttal testimony says the UE
12 work associated with the Y2K issue is nothing more than repairing existing software
13 so that it may perform the functions it was originally intended to perform. He also
14 says the approach is basically the same as performing any computer program
15 maintenance. Does the Staff agree with this characterization?

16 A. No. Mr. Baxter implies that Y2K is a "garden-variety" maintenance
17 expense. However, concerns exist nationally that there may be large-scale national
18 disruptions of electric power, telephone service, banking and other essential services
19 due to the Y2K changeover.

20 UE itself appears to view Y2K compliance with significant concern. UE
21 participated in a Technical Conference, held on December 16, 1998, sponsored by the
22 Commission where it presented a Year 2000 readiness disclosure called for by the
23 United States Year 2000 Information and Readiness Disclosure Act. This presentation

1 (attached as Schedule 2) addressed many concerns. Also attached (Schedule 3) is the
2 UE Year 2000 Statement prepared September 1998 by the Year 2000 Program
3 Management Team. This was in response to the Commission Questionnaire on Y2K
4 discussed in my direct testimony. Both documents indicate the concerns involved
5 with the threat of a nationwide breakdown of essential services and specifically
6 address how UE is preparing to avert massive computer failures.

7 UE's process of addressing the Y2K issue is not "business as usual" by any
8 reasonable standard.

9 Q. Does UE belong to or have associations with organizations that are
10 providing Y2K guidance and information?

11 A. Yes, it does. The following organizations are all providing Y2K
12 guidance and information: Edison Electric Institute, Nuclear Energy Institute, Electric
13 Power Research Institute and the North American Electric Reliability Council.

14 Q. Is the Y2K issue receiving attention from areas outside the electric
15 industry?

16 A. Yes, it is. The Securities and Exchange Commission (SEC) has
17 mandated disclosure requirements in business financial statements regarding Y2K
18 costs. The financial reporting community developed an EITF Abstract, previously
19 discussed, that specifically dealt with financial accounting concerns associated with
20 Y2K costs.

21 Mr. Baxter and Mr. McKnight attempt to portray Y2K costs as being routine
22 and ordinary. But, it is absolutely clear that the events giving rise to these costs have

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1 received enormous amounts of attention in society as a whole, and in fact constitute an
2 extraordinary event or occurrence.

3 Q. Mr. Baxter implies on page 13, line 14 the Staff is categorizing Y2K as
4 a new category of costs only because of the name of the issue. Do you agree?

5 A. No. The Staff is not categorizing this as either "new" or
6 "extraordinary" because of the name Y2K. The issue is that Y2K costs constitute
7 extraordinary, non-recurring maintenance expenditures.

8 Q. Mr. Baxter states on page 14 of his rebuttal testimony that the
9 Company has been incurring significant computer software maintenance costs over a
10 long period of time. Does his chart on the same page support that statement?

11 A. Not necessarily. Mr. Baxter's chart is flawed in that it only contains
12 computer software maintenance costs through June 1997. The costs for the current
13 sharing period are not included. The Staff has asked that this chart be updated in Staff
14 Data Request No. 94. Upon receipt of this additional information, the Staff will be
15 able to more fully evaluate the chart.

16 Q. Mr. Baxter states on page 15, line 11 of his rebuttal testimony that
17 "Statements made subsequent to this Agreement by the Commission in a case not
18 directly involving Union Electric does not provide the Staff with any basis to propose
19 adjustments to the Final Earnings Report under the terms of the Agreement." What is
20 your response?

21 A. I disagree. Y2K costs are a category of cost that has not been included
22 previously in ratemaking proceedings. The Staff must consider decisions made by the
23 Commission respecting such matters. Further, the Agreement does not change the fact

1 that the Commission exercises regulatory oversight over UE. Accordingly, the Staff
2 must be guided by the Order in Case No. 00-99-43, based on the complexity and
3 seriousness of this issue. Whether UE likes it or not, that Order does provide insight
4 as to how the Commission views Y2K costs for rate purposes, a cost that from any
5 reasonable perspective could not be foreseen in the 1995 Agreement.

6 Q. How are other utilities treating Y2K costs for accounting and rate
7 purposes?

8 A. Laclede Gas Company which has a deferral order from the Commission
9 (Case No. GR-98-374) is treating Y2K as an extraordinary expense.

10 Additionally, Missouri Gas Energy (MGE) in Case No. GO-99-258 requested
11 authority to defer Y2K costs, based on the interpretation that Y2K is an extraordinary
12 event. The Staff, in its Memorandum to the Commission, dated March 8, 1999,
13 recommended approval of the accounting authority order for Year 2000 Costs. The
14 Staff stated: "Based on the nature of the event that is driving Year 2000 costs (as
15 described in the Commission's Order in Case No. OO-99-43), the Staff believes that
16 the Year 2000 'event' could be reasonably interpreted as 'unusual and non-recurring'
17 and therefore extraordinary."

18 The Staff is not aware of this Commission at any time authorizing utilities to
19 recover non-recurring and extraordinary expenses through the device of immediate
20 expensing. We are unaware of any ratemaking "rationale" for such treatment.
21 Accordingly, it would be inequitable and unfair for UE to receive more favorable rate
22 treatment for these costs through its strained interpretation of the Agreement that other
23 utilities will receive.

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1 Q. Mr. Baxter states on page 17 that it is an oxymoron to assert that these
2 costs are both "ongoing" and "non-recurring." What is your response?

3 A. Y2K costs will be ongoing from September of 1997 until at least the
4 year 2000. After 2000, the Company should be compliant and there should be no
5 future Y2K costs. That is why the Staff considers the Y2K costs to be both ongoing
6 (i.e., will occur in more than one period) and extraordinary (based on the magnitude of
7 the expense). It is very unlikely that a compliance issue of this magnitude will reoccur
8 soon for UE. Therefore, the costs should also be considered non-recurring. Based on
9 the above discussion, I see no contradiction in terms.

10 Mr. Baxter is correct when he says that the end of 1999 will not end UE's
11 requirement to maintain its software. However, UE's requirement to become Y2K
12 compliant should terminate shortly after the end of 1999.

13 Q. Mr. Baxter states on page 18, line 4 of his rebuttal testimony that "{a}s
14 a result, deferral of these costs into the future may have the exact opposite effect from
15 that intended by Ms. Westerfield. Future customers may be burdened by both regular
16 ongoing computer maintenance costs together with the deferred Year 2000 costs
17 incurred in the third sharing period and beyond." What is your response?

18 A. The Staff believes it is appropriate for future customers to share in the
19 costs of Y2K as they share in the benefits of this compliance. It is also the Staff's
20 concern that customers in the third sharing period should not be burdened with the
21 entirety of a non-recurring cost.

22 Q. Mr. Baxter says on page 18, line 21, that the Staff did not question
23 Y2K costs during the first two periods of the EARP Agreement. Can you explain?

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1 A. The Company had expended little cost on this project until the third
2 sharing period. In any case, failure to bring this issue up earlier does not preclude the
3 Staff from raising this issue now.

4 Q. Mr. McKnight reprimands the Staff (page 13, line 19) for "squabbling"
5 about the Y2K issue and says the Staff gave no reason why a prudence determination
6 is needed for UE's computer repair and maintenance costs but not other categories of
7 cost. What is your response?

8 A. It is the Company's unreasonable and unprecedented position of
9 immediate expensing of non-recurring and extraordinary costs that is causing the
10 "squabbling." The Staff's position is to deal with the rate implications of this issue
11 later in accordance with the Order from Case No. 00-99-43. The Staff is proposing
12 that UE accumulate these costs and, at the appropriate time, when the project is
13 complete and all facts regarding prudence are available, a determination will be made
14 regarding how the costs for this project should be recovered. The Commission, as
15 discussed in my direct testimony, also urged reviewing any prudence questions later as
16 advised in the attached Order from Case No. 00-99-43 (Schedule 5) which states in
17 part: "The Commission must ensure that if any such inefficiencies occur, they are not
18 passed on to Missouri's ratepayers. However, it would be premature to use this case
19 to determine whether the costs for Y2K correction should be borne by the shareholder
20 or the ratepayer."

21 The Company also seems to be saying in its rebuttal testimony that prudence
22 investigations and disallowances for UE capital costs and expenses are not allowed

1 under the Agreement. The Staff has submitted a data request to UE asking it to state
2 its position on this question.

3 **OTHER COMPUTER COSTS**

4 Q. Please describe the major differences between the Staff and UE relating
5 to other computer costs.

6 A. The major differences are:

- 7 1. The Staff disagrees that all computer software costs should be
8 expensed because that is the Company policy. (Baxter page 21,
9 line 14 and page 22, line 15)
- 10 2. The Staff disagrees that because expenditures have been
11 addressed in general ratemaking proceedings they cannot be
12 considered a new category of cost. (Baxter page 22, line 22)
- 13 3. The Staff disagrees that the significance of the amounts incurred
14 is irrelevant to this issue. (Baxter page 25, line 6)
- 15 4. The Staff disagrees that it was aware of computer software
16 development of the type incurred in the third sharing period
17 prior to that sharing period and prior to the consummation of the
18 Agreement. (Baxter page 25, line 11 and page 26, line 13)
- 19 5. The Staff believe the table on page 25 of Mr. Baxter's rebuttal
20 testimony is incomplete.
- 21 6. The Staff disagrees with the relevance of UE's reference its new
22 (1994) general ledger system in the Agreement. (Baxter page
23 26, line 8)

- 1 7. The Staff disagrees that future benefits of the computer projects
- 2 are irrelevant to this issue. (Baxter page 26, line 18)
- 3 8. The Staff disagrees that UE must wait until the Company's rates
- 4 are adjusted to reflect regulatory treatment of computer
- 5 software costs by the Commission. (Baxter page 27, line 11)
- 6 9. The Staff disagrees with the Company's point regarding
- 7 capitalization of software costs under the American Institute of
- 8 Certified Public Accountants' Statement of Position No. 98-1
- 9 (SOP 98-1) and re-engineering costs under EITF Abstract No.
- 10 97-13. (McKnight page 18 and 19)
- 11 10. The Staff disagrees about the significance of the "in-service"
- 12 date of the CSS system. (Baxter page 27, line 17)
- 13 11. The Staff disagrees with UE's claim that it is not important
- 14 which customer classes benefit from the projects in question.
- 15 (Baxter page 28, line 3)
- 16 12. The Staff disagrees with the Company's suggested five-year life
- 17 for the computer systems. (Baxter page 28, line 10)

18 I will address each disagreement in the order presented here.

19 Q. Why do you disagree with the Company policy to expense all computer
20 software costs?

21 A. The Company policy on expensing of computer software is unclear. In
22 the attached Data Request No. 16 and Company response (Schedule 6), the Staff
23 requested the following: "Provide all information available regarding company policy

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1 relating to treatment of computer related items (hardware and software). Specifically
2 detail what policy is followed and how it is determined what items will be expensed
3 and what items will be capitalized." The Company responded that "Initial purchases
4 and replacements are considered capital expenditures. Purchases of software and
5 hardware enhancements are expensed as incurred. The design development and
6 installation of information systems software are also expensed as incurred." Yet, as an
7 attachment UE supplied a copy of an accounting policy, dated June 27, 1991, which
8 deals solely with personal computer procedures. The Company's response to this data
9 request also indicated that the determination between capital and expense is based
10 upon the "Property Unit Catalog." This information seems to contradict Mr. Baxter's
11 repeated assertion that all computer software costs are expensed as incurred.

12 The Staff believes there is a significant difference in expensing a new
13 Customer Service System with the first phase costs alone valued at ** _____ **
14 (See attached Schedule 7, Costs to Implement CSS) and the purchase of a personal
15 computer. Not only the magnitude of the costs, but the nature of these projects which
16 will provide benefits to future periods and future customers, clearly indicates to the
17 Staff that at least some portion of the cost of these projects should be capitalized. This
18 is why the Staff does not believe the Company it has explained thoroughly why none
19 of these costs should be capitalized.

20 Q. Is there other evidence of long-term benefits to UE from installation of
21 the new CSS?

22 A. Yes. ** _____ **
23 (Attached as Schedule 11) ** _____

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1 _____
2 _____
3 _____
4 _____
5 _____
6 _____
7 _____ **

8 Q. Is the Company's policy of expensing software costs consistent with
9 GAAP?

10 A. Yes, with the caveat that GAAP in effect prior to SOP 98-1 would
11 appear to allow either expensing or capitalization of software costs. (McKnight, page
12 16) Therefore, the Staff's position of capitalizing significant software costs is also
13 consistent with GAAP. The Company's position on this issue is based on a belief that
14 the Staff and Commission cannot challenge UE's choice as how to account for these
15 costs.

16 Q. Mr. Baxter states on page 22, line 22 of his rebuttal testimony that
17 because these expenditures have been addressed in several ratemaking proceedings
18 they are therefore not a new category of costs. What is your response to this
19 statement?

20 A. At the time of the filing of this testimony, the Staff is still waiting for a
21 response to Staff Data Request No. 95, which asks the Company to provide a list of
22 the ratemaking proceedings to which it is referring. Pending receipt of this additional
23 information, the Staff is not aware of any past UE rate proceeding in which the

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1 Commission ruled in favor of expensing software costs. In any case, the Staff is
2 proposing this adjustment on the grounds that UE has not provided a reasonable
3 explanation for the increase in software costs in the third sharing period (i.e.,
4 expensing of capital assets).

5 Q. Mr. Baxter on page 25, line 6 of his rebuttal testimony thinks the
6 significance of the software costs incurred in the third sharing period is irrelevant. He
7 also states that Staff must have been aware that computer software development
8 expenses of the Company were significant prior to the third sharing period. Do you
9 agree?

10 A. The significance of the amounts is indeed relevant as can be seen in my
11 prior reference to CSS ** _____ **. This issue came to the Staff's
12 attention because of the magnitude of the amounts incurred and the fact that none of
13 the amounts were capitalized though the new systems appeared to be in the nature of
14 capital projects. Additionally, the reason the Staff is looking at these issues now is the
15 very fact that they have increased in the third sharing period above the levels incurred
16 in the first and second sharing periods. Another reason, as mentioned in my direct
17 testimony, was review of Commission orders relative to these types of costs in several
18 recent rate cases.

19 Q. Does the chart on page 25 indicate that there were significant computer
20 software development expenses in the prior two sharing periods and periods prior to
21 the Agreement?

22 A. The Staff has never disagreed with the Company that they have
23 incurred ongoing computer software development expenses. Our issue with the

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1 Company is the significance of the projects under discussion in this credit period, with
2 CSS being the largest. The Company itself classifies these items as major projects in
3 its response to Staff Data Request No. 24, attached hereto as Schedule 8. Mr. Baxter's
4 chart is incomplete in that it does not include the costs for the third sharing period. It
5 is difficult to make a comparison of the extent of the increase for these items absent
6 the expenses for the third period. We have submitted a data request to UE asking for
7 the third sharing period information consistent with Mr. Baxter's chart.

8 Q. Mr. Baxter implies that Staff was aware of computer software
9 development prior to the Agreement being entered into by his referring to Section
10 3.e.vi of the Agreement, which in turn refers to the installation of the Company's new
11 general ledger system in 1994. What is your response?

12 A. I have reviewed this section of the Agreement, which deals with the
13 reports and data that the Company must provide as part of the monitoring of the Plan.
14 Section 3.e.vi refers to the current chart of accounts, which is part of data that must be
15 provided by UE to the parties. This section reads in its entirety: "[c]urrent chart of
16 accounts (revised/updated in 1994 when new general ledger system installed - 29 digit
17 account numbers adopted." This reference to the new general ledger system obviously
18 does not provide any information regarding the magnitude of the cost or whether this
19 cost was expensed or capitalized, or otherwise provide guidance.

20 Q. Mr. Baxter also believes that it is irrelevant to the decision to expense
21 software costs whether the costs will provide future benefits to UE or its customers.
22 Do you agree with this statement?

1 A. No. Mr. Baxter seems to be saying that the Company can expense
2 whatever it wants under the Agreement and the Commission and the Staff have
3 preapproved such treatment. Clearly it is inappropriate for expenditures, such as
4 capital assets, which will benefit future periods to be treated by the Company as
5 current expenses.

6 Q. Mr. Baxter says that it is inappropriate for UE to change its accounting
7 policy for these costs until the Company's rates are adjusted to reflect a corresponding
8 change in regulatory treatment by the Commission. What is your response?

9 A. The Company has disclosed to the Commission, its outside auditors
10 and the SEC that they will comply with SOP 98-1 on January 1, 1999. In fact, the
11 Company response to the attached Staff Data Request No. 76 (Schedule 9) is, "[t]he
12 Company intends to adopt SOP 98-1, on January 1, 1999, resulting in the
13 capitalization of qualifying costs related to internal use software incurred after that
14 date." It seems clear that UE in fact does intend to adopt SOP 98-1, whether there is a
15 Commission order on software costs or not.

16 Q. UE states that SOP 98-1 is irrelevant to the third sharing period credit
17 calculation because it is not effective until January 1, 1999. Are they correct?

18 A. Yes. However, paragraph 42 of SOP 98-1 indicates "Earlier
19 application is encouraged in fiscal years for which annual financial statements have
20 not been issued." Once again, it is purely UE's choice that it will not adopt SOP 98-1
21 earlier than 1999. In this regard, it should be noted that in 1998, Kansas City Power
22 and Light Company adopted SOP 98-1 retroactive for the entire year.

1 Q. Mr. McKnight discusses SOP 98-1 on pages 18 and 19 of his rebuttal
2 testimony. He specifically addresses accounting treatment of "re-engineering costs,"
3 stating they should continue to be expensed. What is your response?

4 A. Mr. McKnight says SOP 98-1 does not alter EITF Abstract No. 97-13,
5 (Issue 97-13) which requires re-engineering costs to be expensed. He continues by
6 saying that my proposed adjustments do not differentiate between costs that would be
7 expensed vs. capitalized under both SOP 98-1 and EITF Abstract 97-13 (Issue 97-13).
8 My proposed adjustments to the third sharing period did not differentiate this because
9 the Staff does not believe any of the costs should be expensed and, in any case, the
10 Company has never quantified how much of the software costs would continue to be
11 expensed under SOP 98-1. To reiterate, from my direct testimony, however, the
12 Staff's basis for this adjustment is not the issuance of SOP 98-1.

13 Mr. McKnight may not be aware that there is rate case precedent for
14 capitalizing re-engineering costs in Missouri, such as the Commission Order in Case
15 No. ER-97-394, et. al, Missouri Public Service.

16 Q. Do you have any further comments on re-engineering costs?

17 A. Yes. The Staff found the reference to re-engineering costs in
18 Mr. McKnight's testimony to be particularly interesting, since UE made
19 representations to the Staff in a prior meeting that strongly implied that UE was not
20 incurring re-engineering costs. The Staff is investigating this apparent discrepancy
21 through a data request.

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1 Q. Mr. Baxter, on page 25, line 17 says that CSS was placed "in service"
2 in December 1998. He says the in-service date does not affect the time of when these
3 costs should be recorded as an expense. Do you agree?

4 A. Expenses by definition are booked as they are incurred. However,
5 when regulators refer to "in-service" dates, it has always concerned capitalized assets,
6 in the Staff's experience. Mr. Baxter seems to implicitly agree that CSS is a capital
7 asset when he acknowledges that it was not "in service" until December 1998.
8 (However, the Staff would note that December 1998 was still not within the third
9 sharing period.)

10 Q. Mr. Baxter also mentions on page 28, line 3 that it is irrelevant what
11 classes of customers are served by the CSS system. He indicates that it is irrelevant
12 because this is not a typical ratemaking proceeding or rate design case. What is your
13 response?

14 A. To repeat the relevant facts from my direct testimony, the CSS is not
15 currently serving residential customers. In fact, to the Staff's knowledge, no decision
16 has been made by UE yet as to whether it will ever serve residential customers. To
17 suggest reducing residential customers credits for a cost that provides them no benefit
18 whatsoever, as UE does, is truly outrageous.

19 Mr. Baxter again seems to be saying that the Company can treat any item it
20 wants in any manner it desires under UE's interpretation of the Agreement and the
21 Staff (and the Commission) cannot challenge the Company. The Staff believes that it
22 is just for such issues that the parties to the Agreement are allowed to bring their
23 differences before the Commission.

1 Q. Mr. Baxter on page 28, line 18 states he believes a five-year maximum
2 life for these computer projects would be more appropriate than the ten-year life
3 suggested by the Staff. If the Commission agrees with the Staff's position of
4 capitalizing these project costs, what is your response?

5 A. I disagree with the proposed five-year life for these projects. It should
6 be noted that the Commission ordered a ten-year life for MGE's computer hardware
7 and software costs in Case No. GR-96-285. Ultimately, it is the Staff's understanding
8 that the Company will work with the Commission's Depreciation Department to
9 determine the appropriate depreciation rate for these costs once SOP 98-1 mandates
10 capitalization of these costs for UE, in any case.

11 **DECOMMISSIONING TRUST FUND DEPOSITS**

12 Q. Please discuss the Staff's disagreement with the Company's rebuttal
13 testimony on this issue.

14 1. The Staff disagrees that this is not a new category of cost.

15 (Baxter page 46, line 20)

16 2. The Staff disagrees that the rate used in the Staff's adjustment is
17 incorrect. (Baxter page 50, line 3)

18 3. The Staff disagrees that its calculation reflects more than one
19 sharing period. (Baxter page 50, line 4)

20 4. The Company's Cash Working Capital (CWC) calculation is
21 incomplete. (Weiss Schedule 5, page 1 of 2)

22 I will address each disagreement in the order presented above.

1 Q. Why does the Staff believe the decommissioning deposit amounts at
2 issue should be considered a new category of cost under the Agreement?

3 A. The Staff believes that this is an example of an item that could not be
4 reasonably anticipated by the parties when the Agreement was drafted. The fact that
5 UE couldn't make deposits for an extended period of time certainly could not have
6 been anticipated in the Agreement. The Staff believes this is an unprecedented
7 circumstance and extraordinary in nature. Therefore, the Staff believes it meets the
8 relevant criteria of being a new cost.

9 Q. The Company on page 46, line 19 argues that the Commission
10 previously ruled that it can have the use of the decommissioning funds until they are
11 deposited. Please comment.

12 A. The Staff does not disagree that the Company should have the use of
13 these funds; however, we do believe that the impact of this extraordinary 'use' should
14 be reflected in the credit calculation. The calculation as proposed by the Staff
15 measures this impact. The Staff disagrees that this is a violation of the terms of the
16 Agreement.

17 Q. Why do you disagree with the Company's preferred cost of money rate
18 (Baxter page 50, line 3) selected for the calculation?

19 A. As mentioned in my direct testimony, the Staff selected the AFUDC
20 rate because the Company had the additional money available to use for investment in
21 construction. It is obvious from Mr. Baxter's testimony that because the AFUDC rate
22 is higher than the short-term debt rate, the Company has used all of its short-term debt
23 for construction.

1 Q. How do you reach the conclusion that the AFUDC rate is higher than
2 the short-term debt rate?

3 A. This is based on the AFUDC formula contained in the USOA, wherein
4 short-term debt is assumed to be the first source of funds for construction activity,
5 with any additional investment assumed to come proportionately from long-term debt,
6 preferred stock and common equity.

7 Q. Mr. Baxter states that "Ms. Westerfield's calculation of the proposed
8 decommissioning trust fund adjustment includes imputed interest earned on funds
9 associated with deposits which were to be made during the second sharing period
10 (March 1997 and June 1997). Upon settlement of the credits associated with the
11 second sharing period, the Staff relinquished their right to propose adjustments on
12 these items during the third sharing period." Is he correct?

13 A. Absolutely not. The calculation of Staff's adjustment only considers
14 impact of UE's use of the funds for those deposits outstanding during the third sharing
15 period. To state this another way, the Company still had the funds collected in rates
16 for the quarterly deposits (March 1997, June 1997, September 1997 and December
17 1997) available to them for most of in the third sharing period, and it was still in effect
18 earning on these funds in the third period. The rates we calculated for purposes of the
19 adjustment are only for interest applicable to the months of July 1997 through March
20 1998. The third period began in July 1997.

21 Q. Do you believe the Company's calculation of the cash working capital
22 impact of the Staff's adjustment in Mr. Weiss' schedule is incomplete?

Surrebuttal Testimony of
Arlene S. Westerfield

1 A. Yes. The Company has only included two foregone deposits in its
2 calculations while the Staff believes it should consider each of the foregone deposits
3 from the date the Company stopped making the payments.

4 Q. Does this conclude your surrebuttal testimony?

5 A. Yes, it does.

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

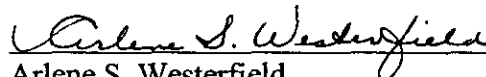
In the Matter of the Monitoring of the Experimental)
Alternative Regulation Plan of Union Electric Company)

EO-96-14

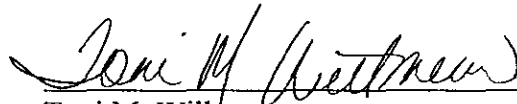
AFFIDAVIT OF ARLENE S. WESTERFIELD

STATE OF MISSOURI)
)
COUNTY OF COLE) ss.

Arlene S. Westerfield, is of lawful age, on her oath states: that she has participated in the preparation of the foregoing Surrebuttal Testimony in question and answer form, consisting of 23 pages to be presented in the above case; that the answers in the foregoing Surrebuttal Testimony were given by her; that she has knowledge of the matters set forth in such answers; and that such matters are true and correct to the best of her knowledge and belief.


Arlene S. Westerfield

Subscribed and sworn to before me this 19th day of April, 1999.


Toni M. Willmeno
Notary Public, State of Missouri
County of Callaway
My Commission Expires June 24, 2000

