Exhibit No.:	
Issues:	*Acquisition Adjustment, Construction Cost Overrun, CIAC, Plant in Service and Depreciation Reserve*
Witness:	*Graham A. Vesely*
Sponsoring Party:	*MoPSC Staff*
Type of Exhibit:	*Rebuttal Testimony*
Case No.:	*WO-2005-0206*
Date Testimony Prepared:	*June 10, 2005*

MISSOURI PUBLIC SERVICE COMMISSION

UTILITY SERVICES DIVISION

REBUTTAL TESTIMONY

OF

GRAHAM A. VESELY

SILVERLEAF RESORTS, INC.
AND
ALGONQUIN WATER RESOURCES OF MISSOURI, LLC

CASE NO. WO-2005-0206

Jefferson City, Missouri
June 2005

BEFORE THE PUBLIC SERVICE COMMISSION

OF THE STATE OF MISSOURI

In the Matter of the Joint Application of Silverleaf Resorts, Inc., and Algonquin Water Resources of Missouri, LLC, for Authority for Silverleaf Resorts, Inc., to Sell Certain Assets to Algonquin Water Resources of Missouri, LLC, and, in Connection Therewith, Certain Other Related Transactions.	))))))	Case No. WO-2005-0206

AFFIDAVIT OF GRAHAM A. VESELY

STATE OF MISSOURI)
) ss.
COUNTY OF COLE)

Graham A. Vesely, being of lawful age, on his oath states: that he has participated in the preparation of the following Rebuttal Testimony in question and answer form, consisting of 16 pages to be presented in the above case; that the answers in the following Rebuttal Testimony were given by him; that he has knowledge of the matters set forth in such answers; and that such matters are true and correct to the best of his knowledge and belief.

Graham A. Vesely

Graham A. Vesely

Subscribed and sworn to before me this 9th day of June 2005.

D. SUZIE MANKIN
Notary Public - Notary Seal
State of Missouri
County of Cole
My Commission Exp. 07/01/2008

D. Suzie Mankin

Notary

TABLE OF CONTENTS OF

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CASE NO. WO-2005-0206

Q. Please state your name and business address.

A. Graham A. Vesely, 615 East 13th Street, Kansas City, MO 64106.

Q. By whom are you employed and in what capacity?

A. I am a Regulatory Auditor for the Missouri Public Service Commission (Commission).

Q. Please describe your education background.

A. In May of 1985, I received a Bachelor's degree in Civil Engineering from Saint Martins College, Olympia, Washington. In May of 1998, I completed an MBA degree with a focus in Accounting from Central Missouri State University, Warrensburg, Missouri. I am a Certified Public Accountant with a permit to practice in Missouri.

Q. Please describe your employment history.

A. In May of 1985, I was employed as a Facilities Maintenance Engineer by the United States Air Force. From March 1988 until May 1995, I was employed by the Army Corps of Engineers as a member of a construction management group. Subsequently, I began working with the engineering firm of Malsy & Associates, Lincoln, Missouri, as a

Civil Engineer. On February 26, 1999, I began my current employment with the Commission.

Q. What is the nature of your duties while employed by this Commission?

A. I am responsible for assisting in the audits and examinations of the books and records of utility companies operating within the state of Missouri.

Q. With reference to Case Nos. WO-2005-0206 and SO-2005-0207, who are the Joint Applicants?

A. They are Silverleaf Resorts, Inc. (Silverleaf or seller) and Algonquin Water Resources of Missouri, LLC (Algonquin or buyer).

Q With reference to Case Nos. WO-2005-0206 and SO-2005-0207, have you made an investigation of the books and records of Silverleaf relating to the proposed sale application?

A. Yes, with the assistance of other members of the Commission Staff (Staff).

Q. Have the water and sewer cases been combined?

A. Yes, these two cases have been consolidated by the Commission's Order Consolidating Cases issued January 6, 2005, with Case No. SO-2005-0207 being consolidated for all purposes into Case No. WO-2005-0206.

Q. Have you previously filed testimony before the Commission?

A. Yes. Schedule 1 attached to this rebuttal testimony identifies the cases in which I have participated.

Q. What is the purpose of your rebuttal testimony?

A. I will respond to the direct testimony of Silverleaf witness Joe W. Conner and Algonquin Water Resources witness Michael D. Weber and will address topics they did not raise that the Staff believes should be resolved before this sale case is completed. Material differences of opinion exist between Silverleaf and the Staff as to what the correct account balance is for utility plant in service, accumulated depreciation reserve, and contributions in aid of construction (CIAC), which in turn lead to material differences of opinion regarding the amount of the acquisition premium that exists for Algonquin's purchase of Silverleaf's utility assets. Leading to these differences, in particular, but not exclusively, are: (a) The accounting for construction cost overruns related to a project at Silverleaf's Holiday Hills Resort; and (b) The accounting for CIAC in accordance with the provisions of Silverleaf's tariffs at all three of Silverleaf's Missouri resorts. An additional issue identified by the Staff is the current existence of surplus plant capacity in all three of Silverleaf's Missouri resorts; however, this issue does not affect the determination of the acquisition premium that may exist with regard to Algonquin's purchase of Silverleaf's utility assets. Staff witness James Merciel is presenting testimony on the issue of surplus plant capacity along with the Staff's recommended ratemaking treatment of this issue. To begin with, I will address the issue of acquisition adjustment.

Q. What knowledge, skills, experience, training, or education do you have in these subjects?

A. I have acquired knowledge of these topics through a combination of my previous employment experience and in cases before this Commission. I have reviewed the testimony, work papers, and orders from the previous Silverleaf cases. I have reviewed the Company's testimony, work papers, and data request responses received in this case related to the above topics.

Q. Have you been involved in other Silverleaf cases in the past?

A. Yes, I was involved in both the informal rate case filed in 2000 and subsequently withdrawn by Silverleaf, as well as in Case Nos. WO-2002-1040 and SO-2002-1039. In all instances, I performed audits of Silverleaf's utility books and records and assisted in developing the Staff Recommendation Memorandum. Specifically, I examined Silverleaf's investment in utility plant and determined that there are significant amounts of CIAC plant. I also reviewed the Well No. 2 project at Holiday Hills Resort and became aware of construction delays leading to cost overruns. I also became aware of excess water and sewer system capacity for serving existing customers on Silverleaf's system.

Q. Were you involved in the development of the Staff Recommendation Memorandum in Case Nos. WO-2005-0206 and SO-2005-0207?

A. Yes. Along with other Staff members I helped develop the Staff Recommendation relating to Silverleaf and Algonquin's application in these two cases.

ACQUISITION ADJUSTMENT

Q. On page 5 of his direct testimony, Algonquin witness Weber presents his understanding of the concept of an acquisition adjustment. Do you agree with his assessment?

A. Generally, Mr. Weber provides a summary of what an acquisition adjustment is. The Uniform System of Accounts (USOA) provides a definition in Account 114—Utility Plant Acquisition Adjustments. The USOA description of Account 114 states:

> A. This account shall include the difference between (1) the cost to the utility of plant acquired as an operating unit or system by purchase, merger, or otherwise, and (2) the net of amounts distributed to the plant accounts, the accumulated depreciation account and other appropriate accounts.

Q. What is "original cost"?

Q. The term "original cost," as defined by the Uniform System of Accounts for Class C Water Utilities (USOA), is as follows: "original cost, as applied to utility plant, means the cost of such property to the person first devoting it to public service."

Depreciation and amortization of the utility property from the previous owner must be deducted from the original cost, which results in a net original cost amount to be recorded on the purchaser's books and records. The acquired property is valued at the same value the seller placed on it, hence the concept of "original cost when first devoted to public service," adjusted for depreciation and amortization.

Q. Is use of net original cost for valuing rate base still the predominant form of regulation?

A. Yes. In the state of Missouri, the use of original cost less depreciation and amortization, i.e., net original cost, to set rates is not only the predominant form of regulation, but to my knowledge, the only form that has ever been employed by this Commission.

Q. How does an acquisition adjustment result from a utility merger or acquisition?

A. Utility property is recorded on the company's books and records at net original cost. A utility must account for any difference between the acquisition cost or purchase price of property and the net original cost; i.e., the amount paid to the original owner (the seller) for utility property being first placed into service and the recorded net original cost amount. This difference in purchase price is recorded in USOA Account 114, Utility Plant Acquisition Adjustments. The amortization of the acquisition adjustment is made to Account 406, Amortization of Utility Plant Acquisition Adjustments, if authorization is granted to include the adjustment in cost of service for ratemaking purposes (above–the–line treatment). If no authorization is given to include an amortization for ratemaking purposes (i.e., below–the–line treatment occurs), then Account No. 426, Miscellaneous Nonutility Expenses, must be used.

Q. Should Algonquin be allowed rate recovery of the acquisition adjustment?

A. No. The buyer should be aware that the Commission has not granted recovery of acquisition adjustments in the past. The Staff is opposed to treating this transaction any differently than what has been done historically.

Q. What is the approximate value of the acquisition adjustment?

A. In the Staff Recommendation Memorandum filed March 28, 2005, the Staff identified an acquisition premium of $2,345,600 considering all issues.

Q. How should the acquisition adjustment be determined for the sale of this utility property by Silverleaf?

A. Algonquin needs to receive the necessary information from Silverleaf so it can make the correct adjustments on its own books when it acquires this property.

On a related matter, any amounts of CIAC plant should be appropriately accounted for and not given recovery in rates. The concerns related to CIAC will be discussed later in this testimony. Additionally, the amount related to any assets that are written off because of construction cost overruns, as a result of Staff recommendations that will be discussed in detail later, should be deducted from the seller's plant accounts before this transaction is completed so the amount of the original investment will not be impacted in determining the acquisition adjustment. Finally, the amounts relating to the over capacity of plant should be accounted for as property held for future use.

The adjustments related to CIAC and other disallowances must be made to determine what the acquisition adjustment amount is so Algonquin can keep its books and records in accordance with the USOA and the Commission rules. A determination respecting the correct amounts of all of the aforementioned must be made in this case, or some future case, in order to permit determination and appropriate rate treatment of any acquisition adjustment.

Q. Should the Commission order Algonquin to keep its records so that amounts related to CIAC plant, construction cost overruns on the Well No. 2 project at Holiday Hills, and excess water and sewer plant capacity issues can be tracked for future rate cases?

A. Yes. All of Silverleaf's books and records, including those relating to these issues, should be transferred to the new owners if the Commission approves this acquisition. The construction documents including contracts and information supporting the reasons and causes for the delays in the construction schedule must be maintained for future rate review. All documents relating to the cost overruns experienced by the Well No. 2 project at Holiday Hills Resort must be preserved by the new owners upon the closing of this transaction. The records necessary to calculate CIAC amounts must be maintained, as well. All other records for Silverleaf operations should be transferred to Algonquin.

<u>HOLIDAY HILLS RESORT WELL NO. 2 CONSTRUCTION COST OVERRUNS</u>

Q. Please summarize the issue of construction cost overruns.

A. The construction project that added a second well (No. 2) to the drinking water supply at Silverleaf's Holiday Hills Resort experienced an abnormal amount of construction stoppages that led to cost growth. Ultimately, Silverleaf's expenditures on the project were not a fair reflection of the necessary and prudent cost of the work received; therefore it would not be reasonable to record the project at cost on the books of Silverleaf's utility operations. The Staff recommends writing off the amount of the unnecessary costs and recording the project at the cost that the available evidence indicates Silverleaf would have incurred absent the avoidable delays.

Q. Please describe these delays.

A. After Silverleaf awarded the construction contract for the work in question to Larry Snyder & Company (LSC) on December 18, 1998, it then issued a work stoppage order on **March 17, 1999**. At this time Silverleaf apparently realized that the project, as designed, was not coordinated with other plans to develop the resort (Holiday Hills). From that point on, the following is a list of key events that show how these coordination difficulties affected the progress of the Well No. 2 project:

- January 14, 2000—A change order is issued to LSC revising the work to be done on the Well No. 2 project.
- May 8, 2000—Notice to re-start work on the Well No. 2 project is issued to LSC.
- July 17, 2000—LSC is notified of additional changes to the project.
- November 7, 2000—Notice to re-start work is issued to LSC. A price of $31,209 for all the changed work had been received from LSC.
- January 26, 2001—Notice to stop work on the project until April 1, 2001 is issued to LSC.
- May 8, 2001—LSC terminates its contract with Silverleaf for work on the Well No. 2 project citing billing disputes with Silverleaf.

- April 15, 2002—A new contract is awarded to Construction Management Specialists to complete the Well No. 2 project. The project is completed July 17, 2002.

Q. Please describe how the above events resulted in cost overruns.

A. These delays increased the cost of the project in a number of ways. Construction administration fees paid to the design engineering firm Wasteline Engineering were higher because the project duration was drawn out so much. Records provided by Silverleaf indicate payments for construction administration services were rendered in 18 different months. Clearly, this would not have been the case if the project had proceeded in a more normal manner since by the original contract LSC was given only six months to complete the work. Also, throughout the entire period, Silverleaf continued to add to the project the cost of financing the work with funds borrowed at an average rate of 6%.

Q. How does the Staff recommend treating these two cost increases?

A. The length of the original contract with LSC was six months, but the Staff recommends recognizing up to a total of eight months of interest charges and construction contract administration fees to make a reasonable allowance for increases in project duration and costs.

Q. In what other way did the work stoppages cause the final project cost to increase excessively?

A. After the uncontested termination of the construction contract by LSC, and after CMS was hired to complete the work, Silverleaf lost additional efficiency due to a combination of re-work, duplicated effort, and the inability to proceed with the lowest bidder—LSC. This is apparent because the sum of what was paid to LSC to start the work plus the initial contract amount with CMS for finishing the project is greater than LSC's contract amount when it was terminated. For there to have been no inefficiency in switching builders, CMS would have had to agree to finish the project for the amount of money left unpaid in LSC's contract. That did not happen.

Q. Are you saying, in other words, that starting the project with LSC and having to then finish it with CMS cost more than what LSC had contracted for this work in the first place?

A. Yes, and it was the need to coordinate the Well No. 2 project with other resort development projects that caused the disruptive delays, outlined above, and that led to the uncontested termination of the contract by LSC. Nothing in the records provided to the Staff indicates that, without the two-year delay period (March 17, 1999 to April 1, 2001), LSC was not willing and able to fulfill its contractual obligations regarding the project. In fact, during roughly the same period LSC started and completed another contract consisting of a project for a major expansion of the water supply and distribution system at Silverleaf's Timber Creek Resort, southwest of St. Louis, Missouri.

Q. Please summarize the costs incurred in the Well No. 2 project that you recommend be recorded to Silverleaf's utility asset accounts.

A. The prudent and necessary cost of this construction project should include: 1) the original amount contracted with LSC and the cost of the change orders agreed to under that contract; 2) the cost of the change orders added to the contract awarded to CMS, as these costs would have been necessary even if the LSC contract had not been terminated; 3) up to eight months of contract management fees and capitalized interest financing charges; and 4) the professional fees paid to Wasteline Engineering, as well as charges for the services received from John Webb & Associates, Palmerton & Parrish, and Western Taney County were not affected by the cost overruns, so these costs should also be included in Silverleaf's utility asset accounts.

Q. Why should none of the other costs incurred by Silverleaf in completing the project be recorded in Silverleaf's utility asset accounts?

A. Although the overruns obviously increased the total cost of the project, these additional costs did not increase its value, critically, from the perspective of being able to provide any additional benefits to utility customers. If the cost overruns in dispute are booked to the utility asset accounts, customers' rates will be higher than they would otherwise be since these rates are designed to provide Silverleaf recovery of these investments through depreciation charges, as well as a return on the un-recovered portion of the investment. But customers would not be expected to willingly pay more for the same water service if they had other competitive options. Silverleaf's utility customers do not have these competitive options. Better coordination of the resort development with the Well No. 2 project would have avoided the delays and cost overruns experienced, leading to the reality of a lower cost of providing water service to customers.

Q. What is the estimated value of this recommended adjustment?

A. As stated in the previously filed Staff Recommendation Memorandum of March 28, 2005, this adjustment is estimated at $207,180.

CONTRIBUTIONS IN AID OF CONSTRUCTION (CIAC)

Q. Please describe this issue.

A. Silverleaf's tariffs require a customer to pay for the actual cost of extending water distribution mains and sewer collection mains as needed to provide service to that customer. This immediate financial contribution from the customer helps alleviate the burden on the utility of having to finance this cost itself. Therefore, unlike the rest of the utility plant in service, these water and sewer mains financed by customer contributions are not an investment that the utility has made and do not increase the utility's rate base. Under the provisions of Silverleaf's tariffs, this treatment applies to all of Silverleaf's utility customers and, notably, also applies to developers.

Q. What are contributions in aid of construction (CIAC)?

A. The USOA defines CIAC in item 6 of the Accounting Instructions as follows:

> Utility Plant – Contributions in Aid of Construction
>
> A. Nonrefundable contributions of cash or plant facilities donated to the water utility to assist it in constructing, extending or relocating its water facilities shall be credited to account 271 – Contributions in Aid of Construction.
>
> B. Balances in this account representing contributions of depreciable plant shall be amortized using the contra account 272 – Accumulated Amortization of Contributions in Aid of Construction. The corresponding credit shall be to account 403 – Depreciation Expenses.
>
> C. The balance in this account representing contributions of non-depreciable plant shall remain unchanged until such time as the property is sold or otherwise retired. At the time of retirement of non-depreciable contributed plant, its cost shall be credited to the appropriate plant account and charged to account 271.

Account 271 – Contributions in Aid of Construction states:

> A. This account shall include:
>
> 1. Any amount or item of money, services or property received by a utility, from any person or governmental agency, any portion of which is provided at no cost to the utility, which represents an addition or transfer to the capital of the utility, and which is utilized to offset the acquisition, improvement or construction costs of the utility's property, facilities, or equipment used to provide utility service to the public.
>
> 2. Amounts transferred from Account 252 – Advances for Construction, representing un-refunded balances of expired contracts

> or discounts resulting from termination of contracts in accordance with the Commission's rules and regulations.
>
> 3. Compensation received from governmental agencies and others for relocation of water mains or other plants.
>
> 4. Any amount of money received by a utility, any portion of which is provided at no cost to the utility, which represents an addition or transfer to the capital of the utility and which is utilized to offset the federal, state or local income tax effect of taxable contributions in aid of construction, taxable amounts transferred from Account 252 – Advances for Contribution, and taxable compensation received from governmental agencies and others for relocation of water mains or other plants shall be reflected in a sub-account of this account.
>
> B. The credits to this account shall not be transferred to any other account without the approval of the Commission.
>
> C. The records supporting the entries to this account shall be so kept that the utility can furnish information as to the purpose of each donation, the conditions, if any, upon which it was made, the amount of donations from (a) states, (b) municipalities, (c) customers, and (d) others, and the amount applicable to each utility department.

Silverleaf's tariffs require the Company to identify CIAC amounts received from customers and developers, and the USOA requires that the record-keeping be maintained for CIAC on a very detailed basis.

Q. Who are Silverleaf's utility customers?

A. In virtually all instances the customer requiring a main line to be extended in order to be able to receive utility service has been Silverleaf itself, acting as a developer of its own resort properties. In some cases the facilities built by Silverleaf—the developer were then sold to members of the general public who from then on became the customers being billed for utility service. Even so, Silverleaf—the developer would still have been responsible for paying for the construction of the subject main extensions. Despite the fact that Silverleaf—the developer was required to pay for the main water and sewer lines, this did not increase the investment base of Silverleaf—the utility company. This interpretation has met with some resistance from Silverleaf in the past, but it remains the Staff's position as it is consistent with the treatment accorded all other developers under the provisions of Silverleaf's tariffs.

Q. Has Algonquin acknowledged making a distinction for contributed plant (CIAC) among the Missouri utility assets it proposes to acquire from Silverleaf?

A. No, it has not. The Staff wishes to be clear that it will oppose the recovery from Missouri ratepayers of any CIAC plant that Algonquin acquires from Silverleaf in the proposed transaction. Further, the Staff recommends that CIAC plant be assigned a book value of zero in determining any acquisition premium resulting from this acquisition.

Q. What is the estimated value of the Staff's recommended adjustment related to the CIAC issue?

A. The December 31, 2004, CIAC amounts shown on Silverleaf's most recent annual report are unclear. However, the 'Pro Forma Balance Sheet' filed as Appendix F to Silverleaf and Algonquin's Joint Application does not recognize any CIAC plant. During the discovery phase of this case, the response to the Staff's Data Request No. 10.2 seems to confirm that no recognition to CIAC plant was given in arriving at the agreed upon price of the transaction. As expressed by the Staff in the Recommendation Memorandum filed March 28, 2005, the Staff had identified approximately $1,351,550 of CIAC plant.

PLANT IN SERVICE, DEPRECIATION RESERVE

Q. On page 6 of his Direct Testimony, Algonquin witness Michael D. Weber states that he is unclear as to the book value of the Missouri assets being acquired from Silverleaf. Please comment.

A. Book value refers to the correct original cost of the utility asset recorded when first placed in service, minus accumulated depreciation computed with Commission ordered depreciation rates. Silverleaf's current rates are based on, among other things, the plant in service and depreciation reserve values determined by the Staff, and presented to Silverleaf, in the last informal rate case. That case relied on a test year ending December 31, 1998. However, Silverleaf did not adjust its accounts based upon the balances that the rates were based on. These differences in Silverleaf's accounts with the balances determined by the Staff in the 1998 rate case have persisted to the present.

Q. Since then has the Staff made any other reviews of the utility plant in service and reserve accounts, and conveyed its findings to Silverleaf?

A. Yes, first as part of an informal rate increase with a test year ending October 31, 2000. Silverleaf later withdrew the request when informed that the Staff's findings did not support any increase in rates. Second, following a Staff-initiated earnings investigation using a test year ending September 30, 2002; reflecting the increased investment in plant assets from having placed the Well No. 2 project in service at Holiday Hills in July 2002, the Staff presented its findings of no net over-earnings. In both of the above cases the Staff conveyed to Silverleaf the results of its audits, including the adjustments being recommended to each of Silverleaf's utility plant and depreciation reserve account balances.

Q. Has the Staff conveyed its assessment of the net book value of Silverleaf's utility plant in service?

A. Yes. Updated information from Silverleaf shows that there has not been much change in the amount of utility plant added since 2002. With the exception of Timber Creek

Resort, the only new information from the Staff that Silverleaf was not yet aware of when entering into the sale transaction with Algonquin is the differing degrees of surplus plant capacity existing at the various water and sewer systems. As noted previously, that information is being presented in the Rebuttal Testimony of Staff witness James Merciel. Ultimately, the Staff believes that the Commission should issue a ruling in this case that: (a) establishes the proper account balances for plant in service, accumulated depreciation reserves, CIAC and rate base; (b) establishes the amount of the acquisition premium that exists; and (c) determines that Algonquin should not be allowed to recover any portion of the acquisition premium found to exist through its customer rates. It is particularly important for any buyer of this property to understand that there are disputes between the current owners and the Staff as to the correct accounting for the utility plant assets.

Q. Does this conclude your prepared rebuttal testimony?

A. Yes, it does.

GRAHAM A. VESELY

CASE PARTICIPATION

Date Filed	Issue	Case Number	Exhibit	Case Name
5/13/1999	Maintenance Expense Normalization	ER99247	Direct	St. Joseph Light & Power Company
5/13/1999	Maintenance Expense Normalization	EC98573	Direct	St. Joseph Light & Power Company
5/13/1999	Customer Growth	EC98573	Direct	St. Joseph Light & Power Company
5/13/1999	Customer Growth	ER99247	Direct	St. Joseph Light & Power Company
5/13/1999	Maintenance Expense	GR99246	Direct	St. Joseph Light & Power Company
5/13/1999	Normalization	GR99246	Direct	St. Joseph Light & Power Company
3/1/2000	Pension Asset Transfer	GM2000312	Rebuttal	Atmos Energy Company and Associated Natural Gas Company
4/19/2001	Payroll	GR2001292	Direct	Missouri Gas Energy, A Division of Southern Union Company
4/19/2001	Payroll Taxes	GR2001292	Direct	Missouri Gas Energy, A Division of Southern Union Company
4/19/2001	Cash Working Capital	GR2001292	Direct	Missouri Gas Energy, A Division of Southern Union Company
4/19/2001	Bonuses	GR2001292	Direct	Missouri Gas Energy, A Division of Southern Union Company
12/6/2001	Payroll Taxes	EC2002265	Direct	UtiliCorp United Inc. d/b/a Missouri Public Service
12/6/2001	Incentive Compensation	EC2002265	Direct	UtiliCorp United Inc. d/b/a Missouri Public Service
12/6/2001	Payroll	EC2002265	Direct	UtiliCorp United Inc. d/b/a Missouri Public Service
12/6/2001	Fuel Inventories	ER2001672	Direct	UtiliCorp United Inc. d/b/a Missouri Public Service
12/6/2001	Fuel Inventories	EC2002265	Direct	UtiliCorp United Inc. d/b/a Missouri Public Service
12/6/2001	Insentive Compensation	ER2001672	Direct	UtiliCorp United Inc. d/b/a Missouri Public Service
12/6/2001	Payroll	ER2001672	Direct	UtiliCorp United Inc. d/b/a Missouri Public Service
12/6/2001	Employee Benefits	EC2002265	Direct	UtiliCorp United Inc. d/b/a Missouri Public Service
12/6/2001	Payroll Taxes	ER2001672	Direct	UtiliCorp United Inc. d/b/a Missouri Public Service
12/6/2001	Employee Benefits	ER2001672	Direct	UtiliCorp United Inc. d/b/a Missouri Public Service
1/22/2002	Incentive Compensation	EC2002265	Surrebuttal	UtiliCorp United Inc. d/b/a Missouri Public Service
1/22/2002	Incentive Compensation	ER2001672	Surrebuttal	UtiliCorp United Inc. d/b/a Missouri Public

Date Filed	Issue	Case Number	Exhibit	Case Name
8/16/2002	Fuel Inventory	ER2002424	Direct	The Empire District Electric Company
8/16/2002	Fuel and Purchase Power	ER2002424	Direct	The Empire District Electric Company
10/16/2002	Fuel and Purchase Power Expense	ER2002424	Surrebuttal	The Empire District Electric Company
12/9/2003	Fuel and Purchase Power Expense	ER20040034	Direct	Aquila, Inc.
1/26/2004	Fuel and Purchase Power Expense	ER20040034	Rebuttal	Aquila, Inc.
2/4/2004	Fuel and Purchase Power Expense	ER20040034	Surrebuttal	Aquila, Inc.

INFORMAL CASES

Raytown Water Company

Timbercreek Sewer Company

Silverleaf Resorts

Taney County Utilities