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AFFIDAVIT OF THOMAS R. MANASCO

STATE OF LOUISIANA §
§
ORLEANS PARISH §

Thomas R. Manasco, first being sworn, on his oath states:

1. My name is Thomas R. Manasco. I am over eighteen years of age. If called as a witness, I am competent to testify. I am employed by Entergy Services, Inc. ("ESI") as Manager of Capital Planning. Prior to this position I was a Director of Transition with ESI, where I had overall responsibility for the implementation and management of the market mechanics functions for Entergy Gulf States, Inc.'s (EGSI's) participation in its extended Customer Choice Pilot Project in its Texas service territory, and for preparing EGSI to support Retail Open Access in Texas. My business address is 639 Loyola Avenue, New Orleans, Louisiana 70113.

2. Based upon my personal knowledge, the facts stated in this affidavit are true. In addition, in my judgment and based upon my professional experience, the opinions stated in this affidavit are true and correct.

3. I make this affidavit to support the confidentiality of various exhibits to my direct testimony in the docket, *Application of Entergy Gulf States, Inc. for Recovery of Transition to Competition Costs*, to be filed by EGSI in August 2005 with the Public Utility Commission of Texas. These exhibits contain information that is confidential and proprietary to the companies involved in the competitive bid process for the outsourcing of Entergy's IT and market mechanics functions.

The bidding information was provided to Entergy under non-disclosure agreements. Public disclosure of this information could result in competitive harm to the bidders as well as to Entergy and EGSI. These exhibits are also confidential because they contain information regarding the internal processes through which vendors were selected, including competitive vendor pricing information offered specifically to provide certain services to EGSI and ESI, and including contracts with confidential salary and personnel information.

EXHIBIT[1]	HIGHLY SENSITIVE	CONFIDENTIAL
Exhibit TRM-15		✓
Exhibit TRM-16		✓
Exhibit TRM-20		✓
Exhibit TRM-25		✓

4. To my knowledge, the information identified above has been disclosed only to the following persons: (1) personnel within Entergy having direct responsibility for management of ESI's IT outsourcing and market mechanics procurement; (2) senior management of Entergy and EGSI; and (3) legal counsel for EGSI and Entergy. No competitor or supplier of EGSI or Entergy has lawful access to this information. Even distribution of in-house copies is generally limited to persons directly involved in the negotiation and

[1] The titles and a complete list of my exhibits are presented in the table of contents to my direct testimony.

execution of the IT outsourcing contract. Dissemination of copies of the competitive bidders' pricing data contained in the above-described exhibits is restricted within Entergy.

5. EGSI will provide a copy of these documents to the other parties in this docket under the terms of the draft confidentiality disclosure agreement and, ultimately, under the terms of the protective order entered by the administrative law judge.

Thomas R. Manasco

Subscribed and sworn to before me today, August 17, 2005.

Notary Public, State of Louisiana

My Commission expires: at my death.

Emory A. Belton, Jr. - La. Bar No. 19481
Notary Public for the State of Louisiana
Commission Issued for Life

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AFFIDAVIT OF RICHARD N. FERGUSON

STATE OF CONNECTICUT §
§ Monroe, August 19, 2005
COUNTY OF Fairfield §

Richard N. Ferguson, first being sworn, on his oath states:

1. My name is Richard N. Ferguson. I am over eighteen years of age. If called as a witness, I am competent to testify. I am employed by Entergy Services, Inc. ("ESI") as Director – Human Resources, Utilities, Corporate, and Retail. In that capacity, I am responsible for and in charge of the HR (Human Resources) Field group that assists the following business units: corporate operations; utility operations; and retail operations. This HR organization assists management and employees in implementing and administering all HR programs at Entergy Gulf States, Inc. ("EGSI") and the other Entergy Operating Companies ("EOCs"),[1] ESI, and numerous other direct and indirect subsidiaries of Entergy Corporation. My business address is 639 Loyola Avenue, New Orleans, Louisiana 70113.

2. Based upon my personal knowledge, the facts stated in this affidavit are true. In addition, in my judgment and based upon my professional experience, the opinions stated in this affidavit are true and correct.

3. I make this affidavit to support the confidentiality of various exhibits to my direct testimony in the docket, *Application of Entergy Gulf States, Inc. for*

[1] In addition to EGSI, there are four other EOCs: Entergy Arkansas, Inc.; Entergy Louisiana, Inc.; Entergy Mississippi, Inc.; and Entergy New Orleans, Inc. All of the EOCs are rate-regulated public utilities.

Recovery of Transition to Competition Costs, to be filed by EGSI in August 2005 with the Public Utility Commission of Texas. These exhibits are confidential or highly sensitive because they are documents that contain (1) compensation information or (2) publishers' proprietary information. The following table lists my exhibits that are confidential or highly sensitive, shows which of these two categories applies to each exhibit, and identifies an exhibit that contains compensation information.

EXHIBIT[2]	HIGHLY SENSITIVE	CONFIDENTIAL
Exhibits RNF-5A through RNF-5N	✓	
Exhibits RNF-6A through RNF-6F	✓	
Exhibits RNF-7A and RNF-7B		✓
Exhibits RNF-7C through RNF-7AC	✓	
Exhibits RNF-7AD and RNF-7AE		✓
Exhibits RNF-7AF and RNF-7AG	✓	
Exhibits RNF-7AH through RNF-7AO		✓
Exhibits RNF-7AP and RNF-7BB	✓	
Exhibits RNF-8A, RNF-8B, and RNF-8G		✓
Exhibits RNF-8C through RNF-8F	✓	
Exhibits RNF-8I through RNF-8L	✓	
Exhibits RNF-9A through RNF-9C and Exhibits RNF-9E through RNF-9I		✓

[2] The titles and a complete list of my exhibits are presented in the table of contents to my direct testimony.

Exhibit RNF-9D	✓
Exhibit RNF-10	✓
Exhibit RNF-12	✓
Exhibit RNF-13	✓ (contains both compensation information and publishers' proprietary information)
Exhibits RNF-16A through RNF-16C	✓
Exhibit RNF-17	✓
Exhibit RNF-18	✓
Exhibit RNF-19	✓

4. A portion of Exhibit RNF-13 is highly sensitive because it contains information about the base salary paid, by job classification, to Entergy employees in 2002. Certain of these job classifications have a limited number of incumbent employees. Therefore, for job classifications with less than four employees, it may be possible to match specific employees with specific compensation levels. In addition, even for job classifications with four or more incumbent employees, it may be possible to match specific employees with specific compensation levels. The highly sensitive information contained in the exhibits are the job classifications matched to the base salary levels.

5. The EOCs, ESI, and the other direct and indirect subsidiaries of Entergy Corporation (collectively, "Entergy") could suffer significant competitive

disadvantage from the public disclosure of compensation levels for individual employees or groups of employees. Public disclosure of this highly sensitive information would provide Entergy's competitors with access to information about the compensation levels of individual employees. This information could be used to the detriment of Entergy by, for example, making it easier for competing employers to hire away Entergy's employees. Moreover, requiring the public disclosure of this highly sensitive information likely would be to the detriment of the EOC's ratepayers. To the extent the disclosure of this highly sensitive information leads to increased turnover or to increased compensation expense, there would be upward pressure on the regulated revenue requirements and increased expenses in the regulated costs of services to be borne by ratepayers.

6. To my knowledge, the information that I have identified has been disclosed only to the following persons:

(a) Entergy personnel having direct responsibility for setting employee compensation;

(b) Entergy's senior management; and

(c) Entergy's legal counsel.

7. No competitor or employee of Entergy—other than those listed in paragraph 6—has lawful access to this compensation information. Even distribution of in-house copies generally is limited to persons closely involved in setting compensation levels of Entergy employees.

8. The exhibits designated as highly sensitive that contain the publishers' proprietary information are not, to the best of my knowledge, freely

sold to any member of the public or to any entity that seeks to buy a copy. Instead, the publishers sell subscriptions only to specific segments of the potential market. ESI's human resources department obtained these documents by purchasing them from the publishers. EGSI will provide a copy of these documents to the other parties in this docket under the terms of the draft confidentiality disclosure agreement and, ultimately, under the terms of the protective order entered by the administrative law judge. Given, however, that the publishers have expended time and effort and have applied their expertise to produce these documents, the publishers should not be put at a proprietary disadvantage (*e.g.*, lost revenue; circulation expanded beyond the publishers' marketing policies) by disclosing these documents to the public. In addition, in light of my understanding that the publishers limit the circulation of these documents, the circulation of these documents within each of the support organizations of the parties to this docket should be limited as well.

9. The exhibits designated as confidential also contain the publishers' proprietary information. But to the best of my knowledge, the publisher will sell a copy of the document to any member of the public or to any entity that seeks to buy a copy. Given that the publishers do not restrict the subscriber lists for these documents, I have designated these documents as confidential instead of highly sensitive. ESI's human resources department obtained these documents by purchasing them from the publishers. EGSI will provide a copy of these documents to the other parties in this docket under the terms of the draft confidentiality disclosure agreement and, ultimately, under the terms of the

protective order entered by the administrative law judge. Given, however, that the publishers have expended time and effort and have applied their expertise to produce these documents, the publishers should not be put at a proprietary disadvantage (*e.g.*, lost revenue) by disclosing these documents to the public.

Richard N. Ferguson

Subscribed and sworn to before me today, August 19th, 2005.

~~Notary Public~~, State of Connecticut
Comissioner of the Superior Court
Michele C. Mount

My Commission expires: N/A

ENTERGY GULF STATES, INC.

TRANSITION TO COMPETITION (TTC) COST CASE

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DOCKET NO. ______________

APPLICATION OF ENTERGY GULF STATES, INC. FOR RECOVERY OF TRANSITION TO COMPETITION COSTS	§ § § §	PUBLIC UTILITY COMMISSION OF TEXAS

DIRECT TESTIMONY

OF

JOSEPH F. DOMINO

ON BEHALF OF

ENTERGY GULF STATES, INC.

AUGUST 2005

SUMMARY OF DIRECT TESTIMONY OF JOSEPH F. DOMINO

Mr. Joseph F. Domino is the President and Chief Executive Officer of Entergy Gulf States. Inc. – Texas, a vertically integrated electric utility. Entergy Gulf States – Texas consists of the integrated generation, transmission, distribution and customer service functions of Entergy Gulf States that serve Texas. Mr. Domino's duties and responsibilities include overall financial responsibility for Entergy Gulf States – Texas as well as operational oversight for the electricity distribution and customer service functions provided by Entergy Gulf States in Texas.

The purpose of Mr. Domino's testimony is to support Entergy Gulf States' request for recovery of $164.2 million in transition to competition costs incurred from 1999 through June 17, 2005 to implement retail open access in the Entergy Settlement Area in Texas, and request that the Commission authorize Entergy Gulf States to recover that amount as a regulatory asset through a 15-year Transition to Competition cost recovery rider. More specifically, Mr. Domino will provide the pertinent background and history supporting Entergy Gulf States' request and demonstrate the costs incurred were necessary in that the costs are directly associated with activities required to comply with 1) various provisions of Senate Bill 7; 2) orders of the Public Utility Commission of Texas issued to implement Senate Bill 7; and 3) orders of the Commission associated with the Commission's decision in Docket No. 24469 to delay customer choice in the Entergy Settlement Area in Texas. Mr. Domino will also introduce the remaining witnesses supporting Entergy Gulf States' case and provide an explanation of how to determine that the transition to competition costs have not previously been recovered.

DOCKET NO. ________

APPLICATION OF
ENTERGY GULF STATES, INC.
FOR RECOVERY OF
TRANSITION TO COMPETITION COSTS

DIRECT TESTIMONY OF JOSEPH F. DOMINO

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EXHIBITS

Exhibit JFD-1	Transition to Competition Foundation Chart
Exhibit JFD-2	High Level Transition to Competition Spend Path

I. INTRODUCTION AND PURPOSE OF TESTIMONY

Q. PLEASE STATE YOUR NAME, POSITION AND BUSINESS ADDRESS.

A. My name is Joseph F. Domino. My business address is 350 Pine Street, Beaumont, Texas.

Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

A. I am President and Chief Executive Officer of Entergy Gulf States, Inc.–Texas ("EGSI Texas").

Q. ON WHOSE BEHALF ARE YOU TESTIFYING?

A. I am testifying on behalf of Entergy Gulf States, Inc. ("EGSI" or the "Company").

Q. PLEASE BRIEFLY DESCRIBE YOUR EDUCATIONAL AND PROFESSIONAL QUALIFICATIONS.

A. I earned a Bachelor of Science Degree in Electrical Engineering from Louisiana State University, where I graduated in 1970. I was awarded a Master's Degree in Engineering Science from Lamar University in 1975. I began my utility career of 35 years in 1970 when I joined Entergy Gulf States, Inc., formerly Gulf States Utilities Company ("GSU"), as a planning engineer. I have been with the Company since that time. My responsibilities increased over the years as I was promoted within the

Company. I was named plant manager at Sabine Plant in Bridge City, Texas in 1979, and later was promoted to the position of general manager–production with responsibility for the operation of all GSU's non-nuclear generating plants in both Texas and Louisiana. Following the merger of GSU into the Entergy corporate family in 1993, I was appointed director of Entergy's Southern Region, overseeing six fossil-fueled power plants. A year later, I was assigned a similar post with responsibility for the Eastern Region, overseeing eleven fossil-fueled power plants. In June of 1997, I was asked to direct EGSI's distribution operations in Texas and Southwest Louisiana as Director–Southwest Franchise in EGSI's distribution group. I was named to my current position of President and CEO of EGSI Texas in October 1998.

Q. PLEASE DESCRIBE YOUR CURRENT JOB RESPONSIBILITIES AS PRESIDENT AND CEO OF EGSI TEXAS.

A. The answer to that question begins with an understanding of the terms "EGSI," "EGSI Texas," and "EGSI Texas Distribution and Customer Service Organization."

EGSI is the integrated utility that provides bundled generation, transmission, distribution, and customer services to its customers in both Texas and Louisiana. EGSI is a wholly-owned corporate subsidiary of Entergy Corporation ("Entergy"). "EGSI Texas" is the name used to identify the organization within EGSI that provides bundled electric service in Texas, as distinguished from the organization within EGSI that provides bundled service in Louisiana—"EGSI Louisiana." This separation by state allows Texas management to focus on service to Texas customers. EGSI Texas is headquartered in Beaumont, Texas. Its bundled service includes the generation, transmission, distribution, and customer service functions for the provision of electricity to Texas retail customers. "EGSI Texas Distribution and Customer Service Organization" is a term used to describe the discrete organization within EGSI (and within EGSI Texas) that is responsible for the distribution and customer service-related functions in EGSI's service territory in Texas. EGSI Texas and EGSI Texas Distribution and Customer Service Organization are not separate corporations; they are functional organizations within EGSI.

I have financial responsibility for all of EGSI Texas' assets including generation, transmission, distribution, and customer service. While I have financial responsibility for the generation and transmission assets of EGSI Texas and am involved in executive management decisions concerning the operations and maintenance of those assets, I do not have the day-to-day operational responsibilities for the generation and transmission assets, which assets are managed and operated by separate organizations within the Entergy System.

I am directly responsible for the day-to-day operation of the EGSI Texas Distribution and Customer Service Organization. This includes oversight of distribution operations and customer service from the point of interconnection of EGSI Texas distribution lines with its transmission lines to the customer's meter. My responsibilities also include economic development in Texas, as well as Texas regulatory and governmental affairs.

Q. PLEASE DESCRIBE EGSI GENERALLY.

A. EGSI is a public utility providing electric, steam, and gas services to approximately 750,000 retail customers in Texas and Louisiana, with approximately 380,000 electric retail customers located in Texas. On December 31, 1993, EGSI became a subsidiary of Entergy, which also owns, among other subsidiaries, four other domestic electric operating companies in Louisiana (Entergy Louisiana, Inc. and Entergy New Orleans, Inc.), Arkansas (Entergy Arkansas, Inc.) and Mississippi (Entergy Mississippi, Inc.). As noted earlier, the reference to "Company" refers to EGSI, not to EGSI Texas.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. The purpose of my testimony is to support the Company's request for recovery of transition to competition costs ("TTC") costs incurred from June 1, 1999 through June 17, 2005, which is the day before the effective date of House Bill ("HB") 1567. These TTC costs were incurred to implement retail open access ("ROA") in EGSI's Texas service territory, which is also referred to as the Entergy Settlement Area in Texas

("ESAT"). EGSI's recovery of these reasonable and necessary TTC costs is authorized in accordance with Section 39.454 of the Public Utility Regulatory Act ("PURA"). The 79th Texas Legislature (Regular Session) added Section 39.454 to PURA through HB 1567.

Specifically, I will provide an overview of the Company's filing; discuss the legislative framework for this filing; and review the history of EGSI's efforts to implement customer choice in ESAT. My discussion of EGSI's efforts to implement customer choice, which are also addressed in part by other Company witnesses, will demonstrate that the costs incurred by EGSI were necessary in that the costs are directly associated with activities of EGSI required to comply with 1) various provisions of Senate Bill ("SB") 7; 2) orders of the Public Utility Commission of Texas ("PUC" or "Commission") issued to implement SB 7; and 3) orders of the Commission associated with the Commission's decision in Docket No. 24469 to delay customer choice in ESAT. I also introduce the other witnesses supporting the Company's application in this docket and explain how to determine that the TTC Costs have not already been recovered.

Q. DO YOU SPONSOR ANY EXHIBITS OR SCHEDULES IN THIS FILING?

A. Yes. I sponsor the exhibits that are listed in my Table of Contents.

Q. HOW IS THE REMAINDER OF YOUR TESTIMONY ORGANIZED?

A. In Section II, I provide a summary of the Company's request, including the statutory authority for this filing and the Company's request to establish a regulatory asset and to recover these costs through a 15-year rate rider that, based on an assumed implementation date of March 1, 2006, would expire February 28, 2021. In the event the implementation date is different than March 1, 2006, the expiration date of the rider would be correspondingly adjusted. Section II also summarizes how the Company makes its case for each of the statutory requirements necessary for recovery under the statute. Finally, I provide an overview of the types of costs sought to be recovered and a breakdown of the costs showing affiliate and non-affiliate costs, and internal (employee labor) and external (vendor) costs.

In Section III, I introduce the other witnesses who sponsor specific classes of TTC costs and who also provide support for EGSI's application in this docket.

In Section IV, I discuss the necessity of these costs by explaining why these costs were incurred. This discussion sets forth the proceedings that were conducted during the period over which the TTC costs were incurred—June 1, 1999 through June 17, 2005. As further explained, other witnesses also address both the reasonableness and necessity of these costs; however my discussion focuses on the necessity of these costs on the basis of the Company's compliance with applicable Texas legislation and Commission orders.

Section V provides an explanation of how to determine that these costs have not been previously recovered. Section VI concludes my testimony.

II. SUMMARY OF COMPANY'S REQUEST

Q. WHAT IS EGSI'S TOTAL TTC COST RECOVERY REQUEST IN THIS DOCKET?

A. EGSI requests recovery of $164.2 million in transition to competition costs made or incurred before June 18, 2005, the effective date of HB 1567. This amount consists of both non-capital (expense) and capital expenditures by EGSI, in addition to the associated Allowance for Funds Used During Construction ("AFUDC") applied to the capital expenditures, from June 1, 1999 through June 17, 2005 to comply with the provisions of SB 7. Company witness J. David Wright explains that carrying costs have been applied to this amount for purposes of calculating the amounts collected under the rider. With the addition of carrying costs up to March 1, 2006, the proposed effective date of the rider, the amount of TTC costs to be requested in the rider is $189.4 million.

Q. HOW DOES EGSI PROPOSE THAT THE COMMISSION ALLOW EGSI TO RECOVER ITS TTC COSTS?

A. EGSI requests that all of the $189.4 million in TTC costs million, as of the proposed effective date of the rider, be treated as a regulatory asset and recovered, with carrying costs, through a rate rider expiring 15 years after the rider is implemented, as authorized by PURA § 39.454.

Q. WHAT DOES PURA § 39.454 PROVIDE?

A. PURA § 39.454, entitled "Recoupment of Transition to Competition Costs," provides:

> An electric utility subject to this subchapter is entitled to recover, as provided by this section, all reasonable and necessary expenditures made or incurred before the effective date of this section to comply with this chapter, to the extent the costs have not otherwise been recovered. The electric utility may file with the commission an application for recovery that gives details of the amounts spent or incurred. After notice and hearing, the commission shall review the amounts and, if the amounts are found to be reasonable and necessary and not otherwise previously recovered, approve a transition to competition retail rate rider mechanism for the recovery of the approved transition to competition costs. A rate proceeding under Chapter 36 is not required to implement the rider. A rate rider implemented to recover approved transition to competition costs shall provide for recovery of those costs over a period not to exceed 15 years, with appropriate carrying costs.

Q. DOES SECTION 39.454 APPLY TO EGSI?

A. Yes. The "applicability" section—PURA § 39.451—of the subchapter in which Section 39.454 is included states that the subchapter "applies only to an investor-owned electric utility that is operating solely outside of ERCOT in areas of this state that were included in the Southeastern Electric Reliability Council on January 1, 2005." EGSI is an investor-owned electric utility ("IOU") that was operating solely outside of ERCOT and was included within the Southeastern Electric Reliability Council on January 1, 2005.

Q. WHY DOES THE COMPANY USE JUNE 1, 1999 THROUGH JUNE 17, 2005 AS THE PERIOD OVER WHICH THE TTC COSTS WERE INCURRED?

A. EGSI began to incur TTC costs in mid-1999 after SB 7 was signed by both chambers of the Texas Legislature on May 29, 1999, with an effective date of September 1, 1999. While SB 7 became effective on September 1, 1999, the passage in both chambers on May 29, 1999 signaled that SB 7 would indeed be applicable to the Company and the Company was required to expend costs throughout June, July and August, prior to the effective date, in order to be positioned to timely implement ROA on January 1, 2002. In other words, the Company could not afford to do nothing in the intervening months between June 1 and September and still be positioned to comply with the deadlines in SB 7.

The TTC cost recovery provision applicable to EGSI, enacted through HB 1567 as PURA § 39.454, became effective on June 18, 2005. Section 39.454 provides that EGSI is entitled to recover "all reasonable and necessary expenditures made or incurred before the effective date of this section to comply with this chapter..." I understand that the "chapter" referred to in Section 39.454 is the chapter of PURA in which Section 39.454 is codified; that is, PURA Chapter 39. Accordingly, the period during which TTC costs were incurred that EGSI is entitled to recover is the period beginning with EGSI's activities in compliance with SB 7, Chapter 39, commencing in June 1999 through the day "before the effective date" of HB 1567. Because HB 1567 became effective on June 18, 2005, the end date for the period for incurrence of TTC costs is June 17, 2005.

Q. WHAT WILL THE COMPANY'S FILING DEMONSTRATE FOR RECOVERY OF TTC COSTS UNDER PURA § 39.454?

A. The Company's filing will prove up the following requirements that are set forth in PURA § 39.454 for recovery of transition costs:

1. The costs sought to be recovered are reasonable and necessary expenditures made or incurred before the effective date of Section 39.454;
2. The costs sought to be recovered were made or incurred to comply with PURA Chapter 39;
3 The costs sought to be recovered have not otherwise previously been recovered; and
4. The carrying costs applied to the recovery of the costs are appropriate.

Q. IN GENERAL, HOW DOES THE COMPANY MAKE THE CASE THAT THE COSTS WERE NECESSARY?

A. The case for the necessity of these costs is presented at two levels. First, at a higher level, and as described in greater detail later in my testimony, the costs were necessary because their expenditure would not have been undertaken but for 1) the directive of the 1999 Texas legislature, reflected in SB 7, to take steps to achieve customer choice by January 1, 2002; and 2) the instruction of the PUC to continue to take steps to achieve customer choice after January 1, 2002 as reflected in the various orders issued by the PUC, beginning with Docket No. 24469 (December 2001), in which the PUC determined that customer choice in EGSI's Texas service territory would be delayed beyond January 1, 2002. The PUC's decision in Docket No. 24469 meant that the Company did not cease—and indeed continued—the efforts, together with the incremental expenses, that it had already begun to achieve customer choice. The Commission's final order in that docket also set forth specific proceedings to be undertaken after December 2001. I discuss the milestones and proceedings set forth in the final order in Docket No. 24469 later in my testimony.

Second, in addition to my testimony describing the necessity of the costs as being in direct response to the requirements of SB 7 and the various Commission orders, at a more detailed level, the Company presents five additional witnesses that explain the specific activities, tasks, and systems, and associated costs, undertaken and incurred by EGSI to comply with the broad requirements of SB 7 and the various Commission orders.

Q. IN GENERAL, HOW DOES THE COMPANY MAKE THE CASE THAT THE COSTS WERE REASONABLE?

A. For ease of presentation, the Company has divided the TTC costs into 14 classes that are sponsored by five witnesses. These classes, the sponsoring witnesses, and the costs associated with the classes are identified in Exhibit JFD-1, entitled "TTC Foundation Chart," attached to my testimony. Thirteen of the 14 classes include affiliate costs. Twelve classes include both affiliate and non-affiliate costs and one class—Texas Distribution Customer Care System—includes only affiliate costs. One class—Energy Efficiency Programs—includes only non-affiliate costs. Because all but one of the classes include affiliate costs, the Company has chosen to prove up the reasonableness of all of the costs for all of the classes utilizing a number of methods and various forms of evidence that the Commission has previously recognized as particularly helpful in proving up the reasonableness of class affiliate costs. These methods and forms of proof include: a demonstration of the reasonable and prudent management of the overall TTC costs as well as the management of the costs within each class; the employment of budget controls and trends; the tracking of cost trends over time; the use, where appropriate, of outside contractors secured through competitive bidding; the employment of competitive bidding in the purchase of equipment; and the benchmarking of similar costs.

While each class of costs does not employ all of the various methodologies listed above for proving reasonableness, each class employs a sufficient number of methods and proofs to support the conclusion that, on a class-by-class basis, EGSI's costs are reasonable.

In addition to the five witnesses presenting the 14 classes, the Company proves up the reasonableness of large categories of costs, such as legal and rate case expenses and the costs associated with salaries, benefits and overhead of employees, that cut across the 14 classes and make up a sizeable portion of the costs of various classes.

Finally, the Company breaks out the affiliate costs for each of the fourteen classes, and demonstrates that the affiliate costs within the classes 1) are no higher than costs charged to other affiliates for a similar service, and 2) reasonably approximate the actual cost of services to EGSI.

Q. HOW DOES THE COMPANY MAKE THE CASE THAT THE COSTS REQUESTED WERE MADE OR INCURRED TO COMPLY WITH PURA CHAPTER 39?

A. As indicated earlier, my testimony and the testimony of the remaining witnesses demonstrate that the costs at issue are directly related to tasks, activities and systems undertaken as a result of the requirements set forth in SB 7, which enacted Chapter 39 of PURA, including Commission proceedings and directives that implemented Chapter 39 requirements.

Q. HOW DOES THE COMPANY MAKE THE CASE THAT THE COSTS HAVE NOT PREVIOUSLY BEEN RECOVERED?

A. The Company demonstrates that these costs have not been previously recovered by pointing out that 1) its current rates were not set to recover TTC costs, 2) as evidenced by the testimony of Company witness Wright, the Company has not had sufficient earnings to recover its TTC costs, and 3) as discussed later in my testimony, the Company has not had any other mechanisms available by which TTC costs could have been recovered.

Q. HOW DOES THE COMPANY MAKE THE CASE THAT THE CARRYING COSTS ARE APPROPRIATE?

A. Section 39.454 expressly authorizes the application of carrying costs to the recovery of TTC costs. Based on this authorization, and as stated previously in my testimony, for purposes of calculating the amounts collected under the rider, the Company has applied carrying costs to the TTC costs incurred from June 1, 1999 through June 17, 2005. Company witness Dennis L. Thomas further explains that the Company's application of carrying costs under Section 39.454 is appropriate and Company witness Wright sponsors and supports the rate utilized to calculate carrying costs.

Q. PLEASE SUMMARIZE THE TTC COSTS THAT EGSI SEEKS TO RECOVER IN TERMS OF THE ACTIVITIES AND SYSTEMS THAT GAVE RISE TO THE COSTS.

A. TTC costs were incurred by EGSI in efforts to transition from traditional bundled utility regulation to a competitive retail market in which unbundled companies would provide services to customers in ESAT in accordance with SB 7. But ROA has not been achieved, and will not be achieved until, as provided in HB 1567, a qualified power region is certified by the Commission. EGSI, therefore, seeks recovery of the reasonable and necessary costs, including carrying costs, that it and its affiliates expended to transition to ROA in compliance with SB 7 and the Commission's directives through June 17, 2005.

The TTC costs include the following:

- costs associated with preparing for and maintaining mandated electronic interfaces with ERCOT and all market participants both for purposes of (1) the Customer Choice Pilot Project implemented in June 2001, and extended, in EGSI's case, to the summer of 2004, and (2) preparing for post-pilot ROA;
- other costs associated with preparing EGSI's distribution arm to participate in ROA, such as the costs of systems necessary to support load profiling, data aggregation and unbundled retail customer service;

- certain costs incurred by EGSI or its affiliates associated with the processes and systems necessary to establish the affiliated Retail Electric Providers that would serve the Price to Beat ("PTB") and Provider of Last Resort ("POLR") customers in ESAT upon the commencement of ROA;
- costs associated with developing market protocols (*i.e.,* market rules) to address both the retail and wholesale market operations specifically for ESAT;
- costs associated with preparing to unbundle the Company and form the various entities required by SB 7;
- costs associated with participating in regulatory projects and contested cases and rulemaking proceedings authorized or required by SB 7 and/or Commission orders;
- costs associated with ERCOT fees, Energy Efficiency Programs, Renewable Energy Credits costs;
- payments to the System Benefit Fund; and
- costs associated with the preparation and filing of, and proceedings in, the Company's rate case in Docket No. 30123.

The TTC costs do not include: the costs associated with the transition activities of other jurisdictions outside of Texas; costs associated solely with Entergy Solutions, Ltd. operations in ERCOT; costs related to the Louisiana Public Service Commission ("LPSC") review of EGSI's business separation plan; or the costs related to development of an independent transmission organization at the federal level.

Q. WHAT IS THE BREAKDOWN OF TTC COSTS BETWEEN AFFILIATE AND NON-AFFILIATE AND INTERNAL AND EXTERNAL COSTS?

A. A breakdown of the $164.2 million in TTC costs between non-affiliate and affiliate (direct and allocated), and between internal and external is shown in the following table, which is supported by the various cost witnesses testifying on behalf of the Company.

Table 1
Breakdown of TTC Costs—Overall Total

	Affiliate Costs				
Group Description	**Direct**	**Allocated**	**Total**	**Non-Affiliate Costs**	**Total Net Requested**
Internal - Payroll / Benefits	18,998,637.80	4,620,782.94	23,619,420.74	339,945.02	23,959,365.76
Internal - All Other Internal Support Costs	189,085.50	(66,328.40)	122,757.10	32,832.54	155,589.64
External - Legal Contractor Costs	652,457.92	370,046.05	1,022,503.97	9,533,324.67	10,555,828.64
External – All Other Support Costs	33,299,481.33	23,814,991.15	57,114,472.48	45,782,305.46	102,896,777.94
AFUDC & Capital Overhead	-	-	-	26,672,547.01	26,672,547.01
Grand Total	53,139,662.55	28,739,491.73	81,879,154.29	82,360,954.70	164,240,108.98

"External" refers to costs attributable to third-party contractor or vendor billings, or costs such as the System Benefit Fund, ERCOT fees, and Energy Efficiency Programs. "Internal" refers to employee labor costs including payroll, benefits and associated overhead, employee expenses, and carrying costs.

III. INTRODUCTION OF THE OTHER COMPANY WITNESSES

Q. PLEASE DISCUSS THE REMAINING WITNESSES AND THE SUBJECT MATTER OF THEIR TESTIMONY.

A. In addition to my testimony, EGSI's case is presented through thirteen witnesses. Five of these witnesses address the specific classes of TTC costs that the Company has identified for presentation purposes. The remaining eight witnesses provide additional support for the reasonableness of the Company's costs, including the required proof of its affiliate costs and the discussion of the TTC Rider. Below is a table showing each witness and the subject matter of their testimony. The first five witnesses address the specifically identified classes of TTC costs.

Table 2

Witness	Subject Matter
Phillip R. May	TTC Classes: Planning and Regulatory; Implementation Management; System Benefit Fund/Renewable Energy Credits; Default Service Provider Functionality; and Rates/Riders Preparation. Mr. May also addresses the method for allocating TTC costs among the classes.
Thomas R. Manasco	TTC Classes: Texas Standard Electronic Transactions ("Texas SET") and Load Profiling and Data Aggregation; Pilot Project; and Pilot Operations.
Andrew E. Quick	TTC Classes: Customer Service; Load Forecasting; Trading and Risk Management; and Retail SET.
Karen M. Radosevich	TTC Class: Energy Efficiency programs.
William T. Craddock	TTC Class: Texas Distribution Customer Care System.

Richard N. Ferguson	The reasonableness of Entergy employee salaries reflected in the TTC costs.
Kay Trostle	The reasonableness of the legal fees and rate case expenses reflected in the TTC costs.
Dennis L. Thomas	Reasonableness of EGSI's TTC costs and presentation based on Commission standards.
Chris E. Barrilleaux	Affiliate cost billing processes.
Mark W. Neihaus (PricewaterhouseCoopers)	External review of affiliate cost accounting processes.
Vikki G. Cuddy	The reasonableness of EGSI's TTC costs based on external views.
J. David Wright	Carrying costs, annual revenue requirement for the TTC Rider, and annual earnings reports.
Myra L. Talkington	Rate design of TTC costs, other than allocation.

IV. EGSI'S TRANSITION COSTS WERE NECESSARY

Q. WHY WERE EGSI'S TRANSITION COSTS INCURRED?

A. EGSI's transition costs were incurred to comply with SB 7 and Commission orders related to SB 7.

Q. PLEASE DESCRIBE FURTHER THE ROLE SB 7 PLAYED IN EGSI'S INCURRENCE OF THE TTC COSTS REQUESTED IN THIS APPLICATION.

A. SB 7 caused EGSI to incur these costs. The TTC costs sought in this application are the costs incurred by EGSI to comply with the provisions of SB 7 that applied to investor-owned electric utilities such as EGSI—

currently PURA Chapter 39, and the Commission's orders and rules issued in accordance with Chapter 39. The majority of the $164.2 million in TTC costs was incurred in late 1999 through 2002, when EGSI was anticipating moving to ROA on January 1, 2002, or shortly thereafter. Included in TTC costs incurred during this time period were costs associated with the numerous rulemakings and contested case proceedings required by SB 7, including the business separation proceeding, competitive energy services proceeding, Price to Beat (including fuel factor) proceeding, and unbundled cost of service proceeding, which included a proceeding to resolve "generic" issues in a uniform manner for all utilities.

Q. WAS ROA DELAYED BEYOND JANUARY 1, 2002 IN SOUTHEAST TEXAS?

A. Yes. In December 2001, the Commission issued its order in Docket No. 24469 that delayed ROA in EGSI's Texas service territory.

Q. WHY DID EGSI CONTINUE TO INCUR TTC COSTS AFTER DECEMBER 2001 IF ROA WAS DELAYED BEYOND THAT DATE?

A. As a result of a settlement entered into in Docket No. 24469 and the Commission's order that approved that settlement (and delayed ROA), EGSI anticipated that ROA would, or at least could, commence in its Texas service territory in late 2002, or in what came to be referred to as the "2002 time frame." The settlement filed in Docket No. 24469 provided that ROA in ESAT would be "delayed effective January 1, 2002 until September 15, 2002 and, if necessary, thereafter, until the Commission finds that the power region can offer fair competition and reliable service..." The Commission's order approving the settlement also referred to September 15, 2002 as the "target date" for customer choice to begin, and addressed the potential need to establish an interim approach to ROA if there was no Federal Energy Regulatory Commission ("FERC")-approved Regional Transmission Organization ("RTO") in place "during the 2002 time frame." Based on these pronouncements, EGSI continued to expend substantial resources and personnel commitment in anticipation that ROA was targeted to start in at least the "2002 time frame." This included the costs incurred to maintain the ongoing customer choice pilot project and to maintain readiness and certification with the Electric Reliability Council of Texas ("ERCOT") statewide registration agent and system interfaces. But an RTO was not in place by late 2002, and ROA, therefore, did not commence in ESAT in the "2002 time frame."

Q. AFTER AN RTO WAS NOT IMPLEMENTED IN THE 2002 TIME FRAME, DID EGSI THEN PURSUE AN INTERIM SOLUTION TO ROA?

A. Yes. In January 2003, in accordance with the procedures set out in Docket No. 24469, EGSI filed an "Interim Solution" plan in Docket No. 27273 under which ROA could commence in ESAT by January 1, 2004 without a FERC-approved RTO in place. EGSI's Interim Solution filing also requested that the Commission order an immediate cessation of all efforts toward ROA in ESAT (except for the proposed jurisdictional separation of EGSI into separate Texas and Louisiana bundled electric utilities) if the Commission determined that a January 1, 2004 date for the start of ROA under an Interim Solution could not be met. The Commission rejected EGSI's proposal, and instead adopted an alternative time frame to proceed with ROA under an interim solution. The Commission concluded that the January 1, 2004 "drop dead" date proposed by EGSI was not reasonable or efficient, and that EGSI's proposal "does not provide adequate time to achieve the necessary milestones and to make informed decisions regarding market protocols, certification of an independent organization, and market readiness." Accordingly, rather than order a cessation to ROA efforts, the Commission ordered that ROA efforts continue, and designated December 2004 as a new ROA target date for ESAT in its Order on Rehearing. (See Docket No. 27273, July 28, 2003 Order on Rehearing at page 3.)

Q. DID EGSI CONTINUE TO INCUR TTC COSTS THROUGHOUT THE REST OF 2003 AND 2004?

A. Yes. At the beginning of 2003 and after more than a year of collaboration with interested stakeholders, EGSI filed the "ESAT Protocols," which essentially were the market rules and operating guidelines that would apply to market participants in ESAT and the anticipated ESAT Independent Organization (or "Transmission Authority"). After three separate contested case hearings on the ESAT Protocols in the spring and summer of 2003, the Commission approved the ESAT Protocols in September 2003, and EGSI's corporate support services affiliate—Entergy Services, Inc.—filed the FERC-jurisdictional portions of the ESAT Protocols at FERC for the requisite federal approval. The FERC issued its initial order approving its jurisdictional portions of the ESAT Protocols in December 2003, followed by an order on rehearing affirming its initial order in early 2004. On September 18, 2003, the Commission issued its final order setting the Company's price to beat fuel factor (Docket No. 24336).

In addition, the Company filed its "Independent Organization" proposal for a non-RTO interim solution in November 2003, and continued to incur costs to maintain readiness and certification with the ERCOT state-wide registration agent and systems, and the ongoing customer choice pilot project.

Q. WITH THE FILING OF THE "INDEPENDENT ORGANIZATION" APPLICATION IN NOVEMBER 2003, WHAT WAS THE ANTICIPATED ROA COMMENCEMENT DATE?

A. At that time, the target date was still December 2004 as established by the Commission in the "Interim Solution" proceeding—Docket No. 27273.

However, in its Preliminary Order issued on March 15, 2004 in the "Independent Organization" proceeding (Docket No. 28818), the Commission eliminated the December 2004 ROA target date and determined that it would refrain "from setting a new target date at this time." Subsequently, on July 12, 2004, the Commission issued its written order that rejected EGSI's Independent Organization proposal concluding, among other things, that EGSI's proposal for a non-RTO Independent Organization did not meet the requirements of PURA for independent organizations. The Commission also determined that further efforts to develop an interim solution should cease and terminated the retail choice pilot project.

Q. WAS EGSI THEN ABLE TO STOP INCURRING TTC COSTS ON AND AFTER JULY 12, 2004?

A. Not completely. The level of TTC costs incurred to be ready to move to ROA in the near-term dropped substantially after the Commission's oral ruling in Docket No. 28818 in June 2004, and its written order issued the next month. The Commission's ruling in Docket No. 28818 also essentially allowed EGSI's affiliated Retail Electric Provider to cease efforts to stand ready to serve as the Default Provider offering the Price to Beat and Provider of Last Resort ("POLR") for ESAT. But the Commission's order in Docket No. 28818 did not terminate all ROA efforts. While the pursuit of an interim solution and maintenance of the pilot project were terminated, EGSI was required to continue to engage in discussions, particularly with the Southwest Power Pool, regarding the prospects for ROA in ESAT. EGSI also continued to incur costs to fend off attempts by certain parties to reinstate the pilot project through their appeals of the Commission's order in Docket No. 28818. In addition, although the ongoing, day-to-day TTC-related expenditures dropped off substantially in the summer of 2004, EGSI continued to incur carrying costs on the TTC costs that it had already incurred. These carrying costs are included within the overall TTC costs that are sought for recovery in this docket, as are energy efficiency costs and Renewable Energy Credits costs.

Q. THE COMPANY FILED A RATE CASE IN AUGUST 2004 THAT THE COMMISSION SUBSEQUENTLY RULED WAS NOT PERMITTED UNDER THE SETTLEMENT AGREEMENT AND FINAL ORDER IN DOCKET NO. 24469. DOES THE COMPANY SEEK RECOVERY OF THE COSTS ASSOCIATED WITH THAT FILING?

A. Yes. EGSI also incurred substantial costs to prepare and file its base rate case (which included transition, purchased capacity, and franchise fee riders) on August 25, 2004 in Docket No. 30123. EGSI filed this case pursuant to Section 39.103 of PURA because ROA had not been achieved through either the RTO "in the 2002 time frame" or through an interim solution, and, therefore, the Company believed that the order and settlement in Docket No. 24469, continuing the rate freeze, was no longer applicable. Company witness Phillip May discusses the Docket No. 30123 case in more detail in his testimony.

Q. PLEASE SUMMARIZE YOUR DISCUSSION IN THIS SECTION.

A. Between June 1, 1999 and June 17, 2005, and for all activities for which the transition costs included in this filing were incurred, the Company was responding directly to either applicable legislation relative to customer choice or Commission orders issued pursuant to such legislation—including the Commission's order in Docket No. 28818 that terminated pursuit of ROA through an interim solution. Exhibit JFD-2, which shows the cost trends associated with the requirements, activities and proceedings that I have discussed, confirms this conclusion. The Commission should give appropriate weight to the relationship between Commission and legislative requirements and the incurrence of costs in evaluating the necessity of EGSI's TTC costs. The Commission should conclude that these costs are necessary costs as required by Section 39.454.

V. EGSI HAS NOT PREVIOUSLY RECOVERED TTC COSTS

Q. HOW CAN IT BE DETERMINED THAT THE COMPANY HAS NOT PREVIOUSLY RECOVERED ITS TTC COSTS?

A. As stated earlier in my testimony, EGSI has never reflected TTC costs in its rates and EGSI's annual reports reflect that EGSI's current rates have not permitted the Company to recover these costs. Further, the Company has not had any other mechanisms available by which TTC costs could have been recovered.

Q. WHAT ARE THE ANNUAL REPORTS YOU JUST REFERENCED AND HOW COULD THE ANNUAL REPORT PROCESS PERMIT A UTILITY TO RECOVER ITS TRANSITION COSTS?

A. SB 7 established an earnings monitoring process referred to by the Commission as the "annual report process." SB 7 required each IOU to file an annual report reporting the IOU's over-earnings or under-earnings, calculated in a method prescribed by SB 7, during the rate freeze established by SB 7. In the annual report process, an IOU's over-earnings or under-earnings are determined by comparing its annual revenues to the sum of its annual expenses and allowed return. If an IOU reported over-earnings in its annual report, SB 7 directed that those over-earnings be refunded to the IOU's customers unless they were used in a certain manner for the benefit of the customers.

The Commission contemplated in past orders that an IOU could recover its transition costs by including the transition costs as an additional expense in its annual reports and thereby reduce its over-earnings. As mentioned above, EGSI has not had over-earnings in any year, and, thus has not been able to previously recover its TTC costs.

Q. WHY IS IT APPROPRIATE TO UTILIZE THE ANNUAL REPORTING PROCESS AS A MEANS TO DEMONSTRATE THAT THESE COSTS HAVE NOT BEEN PREVIOUSLY RECOVERED?

A. As stated, the Commission has indicated in past orders that transition costs could be recovered by including them in the annual report process established by SB 7 and thereby reducing over-earnings. The annual reporting process also provides a readily accessible resource for determining whether the Company over-earned in any given year. A review of the annual reports is relatively easy to perform and is, consequently, uniquely appropriate for and consistent with the limited scope of this proceeding authorized by Section 39.454, which provides a Chapter 36 rate proceeding is not required to implement the rider.

Q. WHAT DO THE ANNUAL REPORTS SHOW WITH RESPECT TO THE YEARS OVER WHICH THE TRANSITION COSTS WERE INCURRED?

A. Company witness Wright provides testimony pertaining to the Company's annual reports for the years 1999 through 2004 which demonstrates that the Company has not previously recovered its TTC costs as part of its earnings.

Q. ARE THERE ANY OTHER MECHANISMS FOR RECOVERY OF TTC COSTS THAT HAVE NOT BEEN AVAILABLE TO EGSI.

A. Due to the delay in implementing ROA in ESAT, EGSI did not unbundle and, therefore, did not implement its Unbundled Cost of Service ("UCOS") distribution rates, which were approved on an interim (but not final) basis in EGSI's Docket No. 22356. The UCOS distribution rates specifically provided for the recovery of some distribution-related costs resulting from implementation of ROA, such as a portion of the projected market mechanics costs. Thus, EGSI would have had the opportunity to recover a portion of these costs had ROA commenced in ESAT. Company witness Thomas R. Manasco sponsors these distribution-related TTC costs. Also, of course, because EGSI did not unbundle and proceed to ROA, its unbundled affiliated REPs could not (and did not) commence to charge Price to Beat (or Provider of Last Resort) rates to customers who were not served by "competitive" REPs.

VI. CONCLUSION

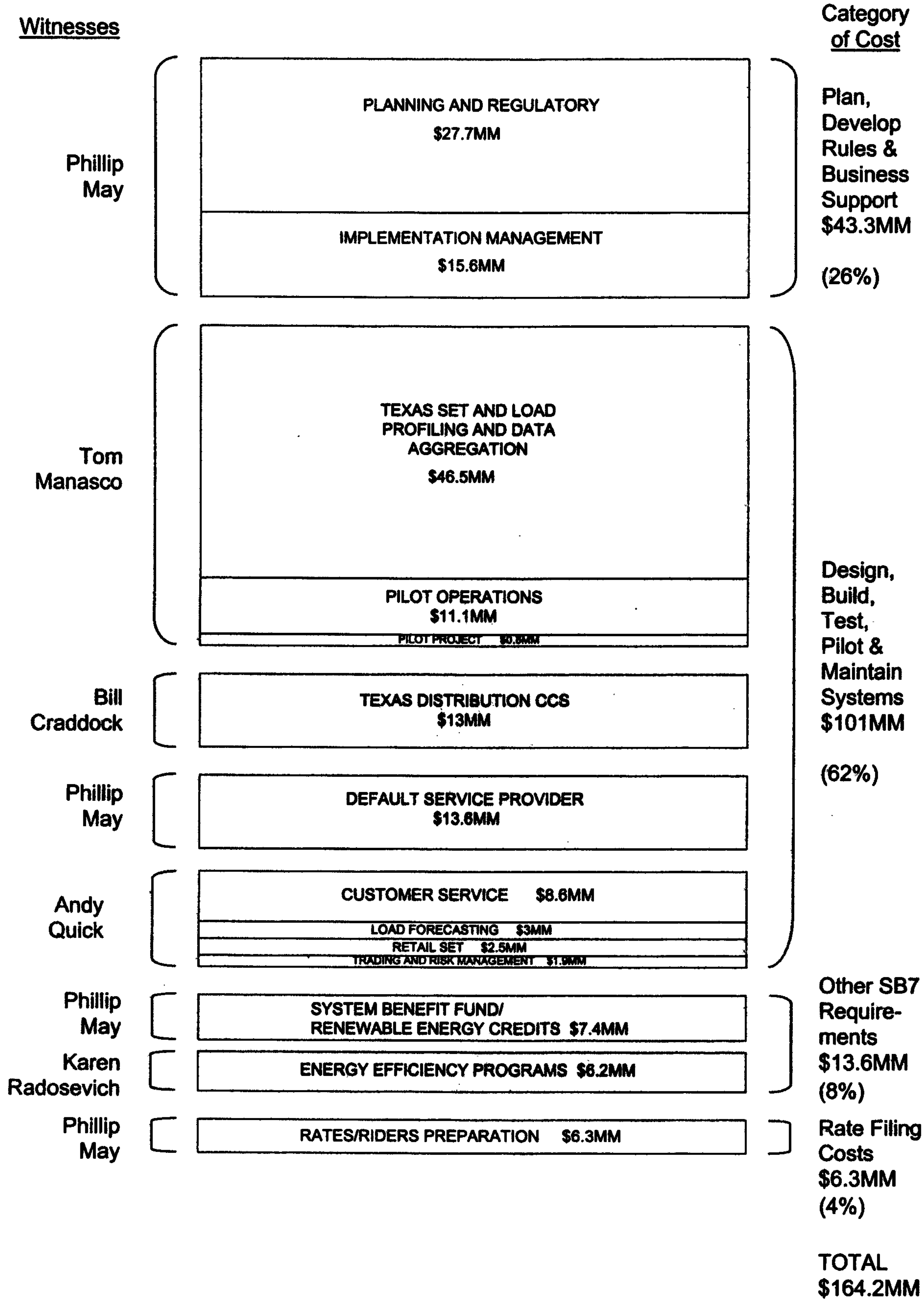
Q. PLEASE SUMMARIZE THE RELIEF THE COMPANY REQUESTS IN THIS APPLICATION.

A. Based on Section 39.454 of PURA, the Company seeks to recover $164.2 million of TTC costs incurred from June 1, 1999 through June 17, 2005. The Company proposes to recover these costs, with carrying costs, through a rider extending over 15 years and effective on March 1, 2006. The Company's case demonstrates that the Section 39.454 requirements for recovery have been met.

Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?

A. Yes, at this time.

TTC FOUNDATION CHART



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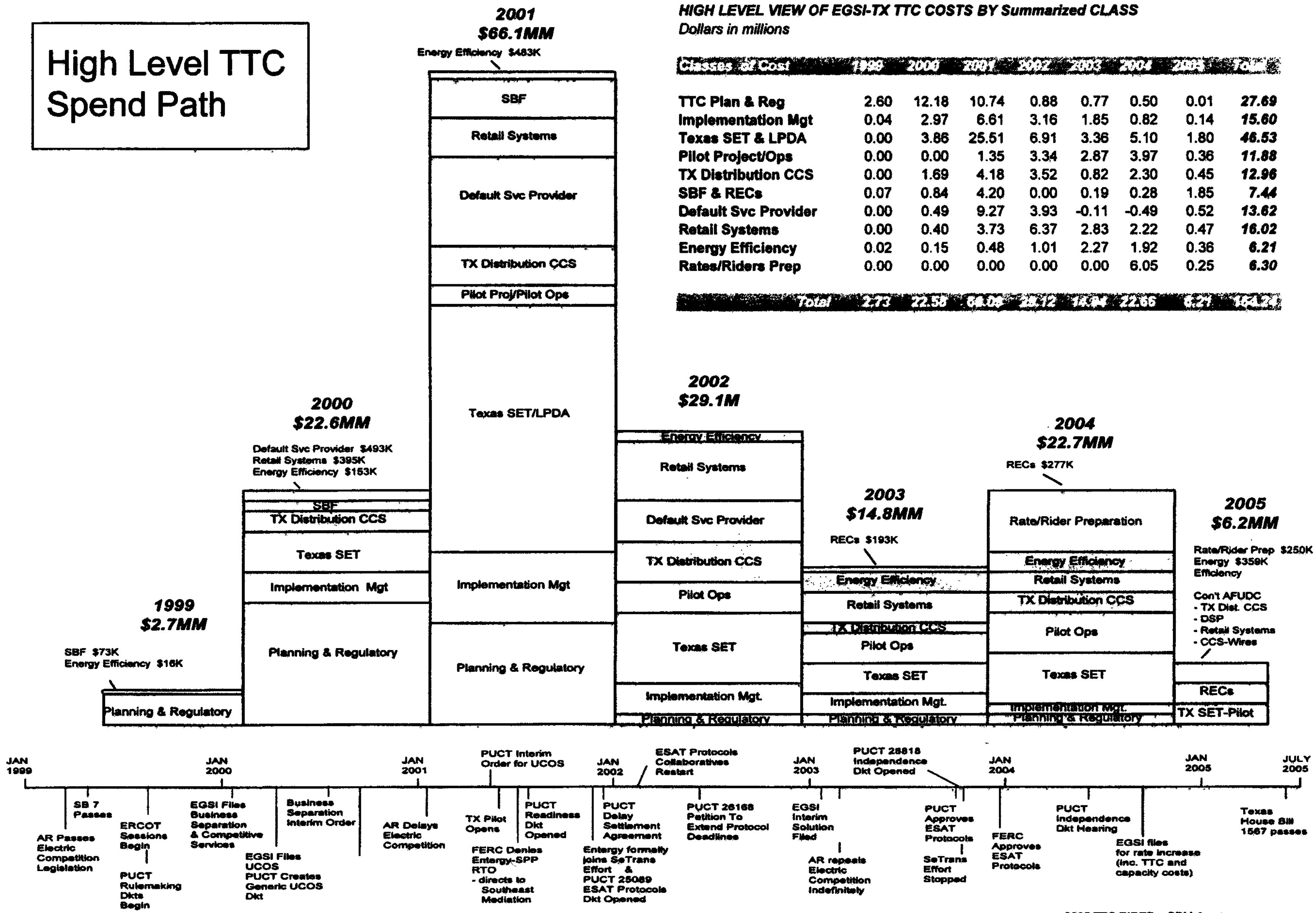
High Level TTC Spend Path

HIGH LEVEL VIEW OF EGSI-TX TTC COSTS BY Summarized CLASS

Dollars in millions

Classes of Cost	1999	2000	2001	2002	2003	2004	2005	Total
TTC Plan & Reg	2.60	12.18	10.74	0.88	0.77	0.50	0.01	*27.69*
Implementation Mgt	0.04	2.97	6.61	3.16	1.85	0.82	0.14	*15.60*
Texas SET & LPDA	0.00	3.86	25.51	6.91	3.36	5.10	1.80	*46.53*
Pilot Project/Ops	0.00	0.00	1.35	3.34	2.87	3.97	0.36	*11.88*
TX Distribution CCS	0.00	1.69	4.18	3.52	0.82	2.30	0.45	*12.96*
SBF & RECs	0.07	0.84	4.20	0.00	0.19	0.28	1.85	*7.44*
Default Svc Provider	0.00	0.49	9.27	3.93	-0.11	-0.49	0.52	*13.62*
Retail Systems	0.00	0.40	3.73	6.37	2.83	2.22	0.47	*16.02*
Energy Efficiency	0.02	0.15	0.48	1.01	2.27	1.92	0.36	*6.21*
Rates/Riders Prep	0.00	0.00	0.00	0.00	0.00	6.05	0.25	*6.30*
Total	2.73	22.58	66.06	29.12	14.94	22.66	6.21	164.24



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