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SOAH DOCKET NO. 473-10-5001
DOCKET NO. 38339

APPLICATION OF CENTERPOINT § PUBLIC UTILITY COMMISSION
ENERGY HOUSTON ELECTRIC, LLC §
FOR AUTHORITY TO CHANGE RATES § OF TEXAS

**CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC's
FIFTH REQUESTS FOR INFORMATION TO THE
TEXAS INDUSTRIAL ENERGY CONSUMERS**

Pursuant to Substantive Rule 22.144, CenterPoint Energy Houston Electric, LLC requests that the Texas Industrial Energy Consumers provide, within 5 working days, the information requested in the attached Exhibit A.

Respectfully submitted,



Jason M. Ryan
Assistant General Counsel
State Bar No. 24033150
CenterPoint Energy, Inc.
P.O. Box 61867
Houston, Texas 77208
713.207.7261
713.574.2661 (fax)

Ann Coffin
State Bar No. 00787941
Parsley Coffin Renner LLP
P.O. Box 13366
Austin, TX 78711
512.879.0900
512.879.0912 (fax)

**COUNSEL FOR CENTERPOINT ENERGY
HOUSTON ELECTRIC, LLC**

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served on all parties of record in this proceeding, by facsimile, hand delivery, e-mail, or United States first class mail on this 23rd of September 2010:

Linda H Johnston

EXHIBIT A

1. DEFINITION OF TERMS

The singular herein includes the plural and vice versa; the words "and" and "or" shall be construed as "and/or" in order to bring all information within the scope of the Request. The words, "each," "all," and "any," mean "any and all" or "each and every."

"CenterPoint Houston" or "Company" means CenterPoint Energy Houston Electric, LLC.

"Communication" shall include all meetings, telephone calls, conversations, discussions, letters, memoranda, notes, and other forms of communication.

"Document" or "Documents" is used in the broadest sense possible and shall mean every writing or record of every type and description, such as drafts, corrections, memoranda, letters, tapes, stenographic or handwritten notes, studies, publications, work papers, books, pamphlets, diaries, desk calendars, interoffice communications, records, reports, analyses, bills, receipts, checks, check stubs, checkbooks, invoices, requisitions, papers and forms filed with a court or governmental body, notes, transportation and expense logs, work papers, contracts, statistical and financial statements, corporate records of any kind, charts, graphs, pictures, photographs, photocopies, films, voice recordings, and any other written, recorded or graphic material, however denominated, by whomever prepared, and to whomever addressed, which are in your possession, custody or control. The term "document" also includes all electronic and magnetic data, including e-mail. The term "document" includes all copies of every such writing or record that are not identical copies of the original or that contain any commentary, notes, or markings that do not appear on the original.

"Identify" means to state as much information as you now have or that is now subject to your control, or that you may hereafter come to have or that hereafter becomes subject to your control, including the following:

a. when used in reference to a natural person, state the person's full name, title, present (or last known) address, telephone number, occupation, present business affiliation or employer, business address, and exact duties and responsibilities of such individual;

b. when used in reference to an entity, state the full name of the company, organization, association, partnership, or other business enterprise; and

c. when used in reference to a document, state the date and title of the document and, if already produced in this case, the Bates-number of such document.

"Relate" or "relating to" includes referring to, mentioning, reflecting, containing, pertaining to, evidencing, involving, describing, discussing, responding to, supporting, opposing, constituting or being a draft, copy or summary of, in whole- or in part.

"You" or "Your" refers to Texas Industrial Energy Consumers, TIEC, and any of the attorneys or law firms that purport to represent you in this case.

II. INSTRUCTIONS

1. Each request herein extends to any documents or information in your possession and the possession of any of the attorneys or law firms that purport to represent you in this case.

2. Each and every non-identical copy of a document, whether different from the original because of indications of the recipient(s), handwritten notes, marks, attachments, marginalia, or any other reason, is a separate document that must be produced.

3. If you object to any portion of a request on the ground of privilege, answer the non-privileged portion of the Request by providing such non-privileged information as is responsive.

4. If you object to any portion of a request on any ground other than privilege, you should still provide documents responsive to the remaining non-objectionable portion.

5. Separately for each request to which you object in whole or in part, describe in detail and itemize each basis of your objection.

6. If the basis of an objection to any request, or any portion thereof, is a statute, contract or other agreement, or any other obstacle to production that you claim is based in the law, please identify the basis of that purported obstacle with specificity.

7. Each request herein shall be construed independently, and no request shall be viewed as limiting the scope of any other request. Please indicate where any portion of your document production in response to a request has been covered in your production in response to another request, and please specify the request numbers at issue.

8. If you claim that any document responsive to any request is lost or destroyed, (a) identify and describe such document, (b) describe how the document was lost or destroyed, and (c) identify when the document was lost or destroyed.

9. If you claim that any documents responsive to any request are already in the possession of CenterPoint Houston, please identify the document with sufficient specificity to allow CenterPoint Houston to locate the document.

10. The requests shall be deemed continuing so as to require additional answers if, after answering such requests, you obtain information upon the basis of which you determine that the answer was incorrect when made, or you become aware that the answer, though correct

when made, is no longer true, and the circumstances are such that failure to amend the answer is in substance a knowing concealment.

11. Any document that is withheld from production pursuant to a claim of attorney-client, work product, party communication or investigative privilege shall be identified and shall be segregated and maintained for in camera submission, and a list identifying such withheld documents shall be furnished at the time and place of production. Such list shall state with respect to each document: (a) the privilege under which the document is being withheld; (b) a description of the type of document; (c) a description of the subject matter and purpose of the document; (d) the date the document was prepared; (e) the author and/or signatory of the document; (f) the identity of the persons to whom the document was sent; and (g) the present custodian of the document.

12. As part of the response to each request for information, please state, at the bottom of the answer, the name and job position of each person who participated in any way, other than providing clerical assistance, in the preparation of the response. Please also state the name of the witness in this docket who will sponsor the answer to the request and may verify the truth of the response.

III. REQUESTS FOR INFORMATION

- 5-1. What formal training does Mr. Pollock have in employee benefit plans?
- 5-2. What expertise does Mr. Pollock have in designing, managing, or running an employee benefit plan?
- 5-3. What formal education has Mr. Pollock received in the area of employee benefit plans?
- 5-4. How many times has Mr. Pollock previously testified regarding pension expense?

Please refer to the Direct Testimony of Jeffry Pollock regarding municipal franchise fees ("MFFs") for RFIs 5-5 through 5-17.

- 5-5. What formal training does Mr. Pollock have in the area of MFFs?
- 5-6. What experience does Mr. Pollock have in negotiating, drafting, or enforcing municipal franchise ordinances?
- 5-7. How would the rates paid by citizens of Mount Belvieu be different if they were not interconnected to transmission or distribution lines that run through other cities like the City of Houston?
- 5-8. Do citizens of Mount Belvieu benefit from the fact that CenterPoint has franchise ordinances with other cities like the City of Houston that allows CenterPoint to use City of Houston rights of way for transmission and distribution lines? If so, what are those benefits?
- 5-9. What is the basis of your statement that MFFs are "based on the amount of electricity sold within the municipal boundaries"?
- 5-10. Please refer to your testimony on page 34, line 3-6. Has the PUCT ever adopted such an allocation of MFF in a prior rate case? If so, please identify that case and produce a copy of that order. Is there any Texas transmission and distribution utility ("TDU") that allocates MFFs in the manner advocated by you in your testimony? If so, please identify the TDU.
- 5-11. Do citizens of Texas cities benefit by having access to transmission and distribution lines that run through other Texas cities? If so, please explain what those benefits are. If not, please explain the basis of your answer.
- 5-12. Have you ever conducted a study of the benefits and burdens of municipal franchise ordinances?
- 5-13. Do cities in Texas benefit from being interconnected to a transmission and distribution network that runs through other Texas cities and towns? If so, what are those benefits? If not, please explain the basis of your answer.
- 5-14. What would be the effects if a Texas city could not be interconnected to any transmission lines that run through the rights of ways of any other Texas city?
- 5-15. What would be the effects if a Texas city only allowed its city rights of way to be used for the transmission and distribution of electricity within that city, and not for any other city? How would the costs of electricity in Texas be different?
- 5-16. Are there differences in the terms of different franchise ordinances between different Texas cities and CenterPoint Houston? Do different franchise ordinances impose

different burdens upon cities? If so, what are those differences? If not, please explain the basis of your answer.

- 5-17. Are all cities burdened in the same way by the transmission or distribution systems? If not, what are the differences in how different cities in Texas are burdened by transmission and distribution systems?