



Control Number: 38339



Item Number: 571

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P.U.C. DOCKET NO. 38339
SOAH DOCKET NO. 473-10-5001

APPLICATION OF CENTERPOINT
ENERGY HOUSTON ELECTRIC, LLC
FOR AUTHORITY TO CHANGE RATES

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BEFORE THE
PUBLIC UTILITY COMMISSION
OF TEXAS

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PUBLIC UTILITY COMMISSION
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CITY OF HOUSTON AND HOUSTON COALITION OF CITIES'
FIRST REQUEST FOR INFORMATION TO
PUBLIC UTILITY COMMISSION OF TEXAS

In connection with the Application filed by CenterPoint Energy Houston Electric, LLC ("CenterPoint"), the City of Houston ("the City") and the Houston Coalition of Cities' ("COC") requests that the Public Utility Commission of Texas ("Staff"), by and through its attorney of record, provide the following information within five (5) days of receipt of these requests. It is further requested that the answers to the requests for information be made under oath, and that each item of information be made available as it is completed, rather than upon compilation of all information requested. Each answer should identify the person responsible for preparing that answer (other than the purely clerical aspects of its preparation) and the name of the witness in this proceeding who will sponsor the answer and who can vouch for its accuracy. These requests are continuing in nature, and should there be a change in circumstances which would modify or change an answer supplied by you, such changed answer should be submitted immediately as a supplement to your original answer.

DEFINITIONS AND EXPLANATORY NOTES

1. When the request calls for the identification of a "person or witness," the identification shall include a full name, business address and business telephone number. The identification should also include a job title and name of employer.
2. The terms "document" and "documents" are used in their broadest sense and shall mean and include all written, printed, typed, recorded, or graphic matter of every kind and description, including drafts, originals and copies, and all attachments and appendices thereto. Without limiting the foregoing, the terms "document" and "documents" shall

include all agreements, contracts, communications, correspondence, letters, telegrams, telexes, messages, memoranda, records, reports, books, summaries, tape recordings or other records of telephone conversations or interviews, summaries or other records of personal conversations, minutes or summaries or other records of meetings and conferences, summaries or other records of negotiations, other summaries, diaries, diary entries, calendars, appointment books, time record, instructions, work assignments, forecasts, statistical data, statistical statements, financial statements, work sheets, work papers, drafts, graphs, maps, charts, tables, accounts, analytical records, consultants' reports, appraisals, bulletins, brochures, pamphlets, circulars, trade letters, press releases, notes, notices, marginal notations, notebooks, telephone records, bills, statements, records of obligation and expenditure, invoices, lists, journals, advertising, recommendations, printouts, compilations, tabulations, analysis, studies, surveys, transcripts of hearings, transcripts of testimony, affidavits, expense reports, microfilm, microfiche, articles, speeches, tape or disk recordings, sound recordings, video recordings, film, tape, photographs, punch cards, programs, data compilation from which information can be obtained, and other printed, written, handwritten, type-written, recorded, stenographic, computer-generated, computer-stored, or electronically-stored matter, however, and by whomever produced, prepared, reproduced, disseminated, or made. The terms "nonprivileged document" and "non-privileged documents" also include all copies of documents by whatever means made, except that where a document is identified or produced, identical copies thereof which do not contain any markings, additions, or deletions different from the original need not be separately produced.

3. If any of the information requests is available in machine-readable form (such as paper or magnetic tapes, drums, disks or other storage), state the form in which it is available and describe the type of computer or other machinery required to read the information.
4. When a request calls for the identification of a "document," the identification should include the following:
 - a. the full name and address of the author(s) by whom the document was written, prepared, recorded or made;
 - b. the date of the document;
 - c. the title and/or "re" of the document;
 - d. the subject matter of the document;
 - e. the full name and address of the recipient and every person who received copies of the document;
 - f. the full name and address of the person who has possession, custody or control of the document, or who is in charge of maintaining the document; and
 - g. if the document has been lost, shredded or destroyed (whether intentionally or unintentionally) an explanation of the reasons for and causes of such loss, shredding or destruction.

5. The term "studies" includes any document, as defined herein, which reflects or was utilized in the collection, evaluation, analysis, summarization or characterization of information in connection with the subjects referred to in this proceeding.
6. The term "CenterPoint" or "CenterPoint Energy Houston Electric, LLC" includes CenterPoint Energy Resources and all of its agents, employees, parent companies, subsidiaries, affiliates, predecessors, successors, or assigns.

**CITY OF HOUSTON AND HOUSTON COALITION OF CITIES' FIRST REQUEST
FOR INFORMATION TO PUBLIC UTILITY COMMISSION OF TEXAS**

Please refer to the Direct Testimony of Mary Jacobs.

- 1-1. Please provide all invoices and supporting documents you reviewed in preparation of the supplemental direct testimony of Mary Jacobs dated September 28, 2010.
- 1-2. Admit that Mrs. Jacobs has never negotiated a franchise agreement.
- 1-3. Admit or deny that Ms. Jacobs has never been employed by any municipality with responsibility for negotiating or valuing franchise fees.
- 1-4. Admit or deny that Ms. Jacobs is not an expert in valuation of utility rights of way.
- 1-5. Admit or deny that Ms. Jacobs is not an expert in valuation of utility easements.
- 1-6. Identify any provision in PURA or the Commission's substantive rules that require a utility to demonstrate that additional benefits were received and to quantify those benefits in order to be entitled to recovery of franchise fee expenses.
- 1-7. Admit that in Docket 32098, the Commission found that the franchise fees resulting from the City of Houston franchise agreement with CenterPoint Houston are reasonable and necessary.
- 1-8. Admit that in Docket 32098, the Commission found that the franchise fees resulting from franchise agreements with fee arrangements substantially similar to the franchise fee formula in the City of Houston franchise fee agreement are reasonable and necessary.
- 1-9. Admit or deny that the Commission Staff agreed in the Stipulation in Docket 32098 that the franchise fees resulting from the City of Houston franchise agreement with CenterPoint Houston are reasonable and necessary.
- 1-10. Admit or deny that the Commission Staff agreed in the Stipulation in Docket 32098 that the franchise fees resulting from franchise agreements with fee arrangements substantially similar to the franchise fee formula in the City of Houston franchise fee agreement are reasonable and necessary.
- 1-11. Identify any communications with any municipality in the service territory of CenterPoint Houston wherein Commission Staff informed municipalities that it no longer agreed that the franchise fees expressly found reasonable and necessary in Docket 32098 would no longer be viewed as reasonable and necessary by Commission Staff.
- 1-12. Admit or deny that you were employed by the Public Utility Commission of Texas on July 31, 2010.
- 1-13. Identify any revenue requirement item that was specifically ruled upon in Docket 32093, other than franchise fees, energy efficiency expenses, and low income programs.

- 1-14. Admit or deny that it is reasonable for municipalities to rely upon a Commission order.
- 1-15. Admit or deny that absent the franchise agreement between the City of Houston and CenterPoint Houston, CenterPoint Houston would not have a two year statute of limitations for audits of franchise fees.
- 1-16. Admit or deny that absent the franchise fee agreement between the City of Houston and CenterPoint Houston, CenterPoint Houston would have incurred additional costs for permit fees.
- 1-17. Admit or deny that certain benefits, such as an agreement to limit a statute of limitations applicable to a particular claim, are difficult to quantify.
- 1-18. Identify all authorities you rely upon for the statement on Page 15, lines 21-24 of your testimony.
- 1-19. Identify all authorities you rely upon for your statements on Page 16 of your testimony.
- 1-20. Identify all authorities you rely upon for your statements on Page 17 of your testimony.
- 1-21. Identify all authorities you rely upon for your statements on Page 18 of your testimony.

Respectfully submitted,

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By: _____

Michelle R. Moore

Michelle R. Moore

**ATTORNEYS FOR CITY OF HOUSTON AND
HOUSTON COALITION OF CITIES**

CERTIFICATE OF SERVICE

On this the 29th day of September, 2010, a true copy of the foregoing document was served upon all parties of record by facsimile, email and/or U.S. mail, postage paid.

Michelle R. Moore

Michelle R. Moore