



Control Number: 40346



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APPLICATION OF ENTERGY TEXAS, §
INC. FOR APPROVAL TO TRANSFER §
OPERATIONAL CONTROL OF ITS §
TRANSMISSION ASSETS TO THE §
MISO RTO §

STATE OFFICE

OF

ADMINISTRATIVE HEARINGS

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ENTERGY TEXAS, INC.'S
FIRST REQUEST FOR INFORMATION TO CITIES

TO: Cities served by Entergy Texas, Inc. (Cities), by and through its attorneys of record, Daniel J. Lawton, The Lawton Law Firm, 701 Brazos, Suite 500, Austin, Texas 78701.

Entergy Texas, Inc. (ETI or the Company) requests that the Cities provide the following information and answer the following questions under oath within seven (7) days, or sooner if practicable. The answers should be provided in sufficient detail to present all relevant facts. These questions are continuing in nature, and if there is a relevant change in circumstances, submit an amended answer, under oath, as a supplement to your original answer. For each response, please state the Request for Information and identify the individuals responsible for preparing and sponsoring the response by name and title.

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Respectfully Submitted,

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ATTORNEYS FOR
ENTERGY TEXAS, INC.

CERTIFICATE OF SERVICE

I certify that a true and correct copy of this document was served by e-mail, facsimile, hand-delivery, overnight delivery, or First Class U.S. Mail on all parties of record in this proceeding on July 9, 2012.

John F. Williams

INSTRUCTIONS

1. Reference to "Cities" or "your" means Cities and its agents, consultants, and all witnesses whose testimony Cities intends to present to the Public Utility Commission of Texas, and all persons acting or purporting to act for or on behalf of Cities.
2. "Each" shall be construed to include the word "every" and "every" shall be construed to include the word "each."
3. "Any" shall be construed to include "all" and "all" shall be construed to include "any."
4. 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 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, records of personal conversations, minutes or summaries or other records of meetings and conferences, other summaries, diaries, diary entries, calendars, appointment books, time records, instructions, work 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, analyses, studies, surveys, transcripts of hearings, transcripts of testimony, affidavits, expense reports, microfilm, microfiches, articles, speeches, tape or disk recordings, punch cards, programs, data compilation from which information can be obtained (including matter used in data processing, and other printed, written, handwritten, typewritten, recorded, stenographic, computer-generated, computer-stored, electronically stored matter, however and by whomever produced, prepared, reproduced, disseminated, or made).
5. Words used in the plural shall be taken to mean and include the singular. Words used in the singular shall also be taken to mean and include the plural.
6. The present tense shall be construed to include the past tense, and the past tense shall be construed to include the present tense.
7. If any document is withheld under any claim or privilege, please furnish a privilege log identifying each document for which a privilege is claimed, together with the following information: date and title of the document; the preparer or custodian of the information; to whom the document was sent and from whom it was received; the subject matter of the document; and the basis upon which the privilege is claimed.
8. If there is any question regarding the meaning or intent of a word or words in these requests, please contact counsel of record for Entergy Texas, Inc. for clarification.

FIRST REQUEST FOR INFORMATION TO CITIES

- 1-1 Regarding Mr. Nalepa's testimony at p. 4, line 19: (a) identify all facts which the Cities consider to be material; (b) explain for each of the identified facts what Cities would consider to be a material change; (c) for each fact identified, explain how a determination would be made that a material change had occurred; and (d) explain what processes would be put in place to address any identified material change in facts.
- 1-2 Are Cities recommending any modifications to the System Agreement? If so, please identify each such recommended modification, explain the rationale for the modification and the anticipated effect of the modification.
- 1-3 Regarding page 5, lines 2-5 of Mr. Nalepa's testimony, if a modification to the System Agreement that advantages Texas customers creates an adverse effect on retail customers in another retail jurisdiction served by an Entergy Operating Company, how should such a conflict be resolved?
- 1-4 Regarding page 5, lines 12-14 of Mr. Nalepa's testimony, please explain the provisions of PURA that would be carried out by employing deferred accounting and how deferred accounting would be necessary to carry out each identified provision.
- 1-5 Regarding page 5, lines 12-14 of Mr. Nalepa's testimony, do Cities support deferred accounting for the purpose of ensuring ETI a reasonable opportunity to recover costs associated with the membership in MISO? Please provide a detailed explanation of your answer.
- 1-6 Please list all documents Mr. Nalepa reviewed in the course of preparing his testimony.
- 1-7 Please provide all documents, workpapers, and analyses that were provided to, reviewed by, or prepared by or for Mr. Nalepa in the course of assessing ETI's application and preparing his testimony, to the extent such documents were not filed or provided by ETI in this case.
- 1-8 Regarding Page 14, Item 3 of Mr. Nalepa's testimony, please identify and explain and all bases for the conclusion that the Interchange Agreement will not remain available for its current term.
- 1-9 Regarding Page 16, Item 6 of Mr. Nalepa's testimony, what modifications to the Entergy System Agreement do Cities contend are necessary to, in Mr. Nalepa's words, "permit the greatest reasonable benefits to be received" by Texas customers?
- 1-10 Regarding Page 17, lines 1-3 of Mr. Nalepa's testimony, please explain the basis for the Cities' contention that the Commission has authority to require ETI to modify the provisions of the System Agreement.

- 1-11 Regarding Page 17, Lines 20-22 of Mr. Nalepa's testimony, please identify and explain (a) all of the potential "redundancies" in the System Agreement; and (b) all of potential "cost subsidies" that could result from joining MISO.
- 1-12 Regarding pp. 16-17 of Mr. Nalepa's testimony, please identify and explain all instances and scenarios in which the System Agreement could result in "prices higher than ETI currently has a contractual right to."
- 1-13 Referring to Pages 20-21 of Mr. Nalepa's testimony, do Cities contend that there are potential adverse effects on Texas customers from leaving System Agreement Schedule MSS-1 in place in MISO? Please fully explain your answer.
- 1-14 Regarding Page 27, Lines 21-22 of Mr. Nalepa's testimony, please describe in detail how, in Mr. Nalepa's words, "the use of LMPs and congestion charges in MISO could potentially deny ETI's rights to purchase this [MSS-3] energy at cost for its retail customers."