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APPLICATION OF THE CITY OF §
GARLAND TO AMEND A §
CERTIFICATE OF CONVENIENCE §
AND NECESSITY FOR THE RUSK §
TO PANOLA DOUBLE-CIRCUIT §
345-KV TRANSMISSION LINE IN §
RUSK AND PANOLA COUNTIES §

BEFORE THE PUBLIC UTILITY COMMISSION

PUBLIC UTILITY COMMISSION

OF TEXAS

REBUTTAL TESTIMONY

OF

DAVID PARQUET

ON BEHALF OF

SOUTHERN CROSS TRANSMISSION LLC

MAY 24, 2016

323

**SOUTHERN CROSS TRANSMISSION LLC
REBUTTAL TESTIMONY OF DAVID PARQUET**

TABLE OF CONTENTS

| | <u>Page</u> |
|--|--------------------|
| I. INTRODUCTION | 1 |
| II. PURPOSE OF TESTIMONY AND OVERVIEW | 1 |
| III. RESPONSE TO INTERVENOR TESTIMONY AND STATEMENTS OF POSITION | 7 |

I. INTRODUCTION

Q1. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is David Parquet. My business address is Pattern Energy Group LP,
Pier 1 Bay 3, San Francisco, California, 94111.

Q2. HAVE YOU PREVIOUSLY FILED DIRECT TESTIMONY IN THIS CASE?

A. Yes. I filed direct testimony on behalf of the Southern Cross Transmission LLC
("SCT").

II. PURPOSE OF TESTIMONY AND OVERVIEW

Q3. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

A. My testimony responds to comments made in the direct testimony and statements
of position of certain intervenors.

Q4. BEFORE ADDRESSING SPECIFIC INTERVENOR WITNESS COMMENTS,
WHAT IS YOUR GENERAL REACTION TO THE TESTIMONY AND
STATEMENTS OF POSITION FILED BY INTERVENORS?

A. Several intervenors raise a variety of concerns about the impact of connecting the
SCT tie to the ERCOT grid, particularly in light of the fact that the SCT tie is
larger than any of the existing DC ties currently connected to ERCOT. SCT
recognizes those concerns, and has worked for several years to keep the
Commission, ERCOT and other stakeholders informed about the project's status
and progress. SCT has also worked with stakeholders to address their concerns,

1 and will continue to do so in this case and in other venues, such as the ERCOT
2 stakeholder processes and Commission rulemakings, that may be better suited to
3 address many of the issues raised by intervenors in this proceeding.

4
5 Q5. HOW HAS SCT WORKED TO ADDRESS CONCERNS RELATED TO
6 INTERCONNECTING WITH ERCOT?

7 A. Since the inception of the project, SCT has consistently and diligently visited and
8 worked with the Commission and its staff, ERCOT representatives, elected
9 representatives, and numerous other stakeholders to provide open, forthright
10 communication about the project's plans and schedules, and to solicit stakeholder
11 comments and concerns. A few examples illustrate SCT's commitment to work
12 with parties and to address the issues they raise:

- 13 • SCT applied to FERC for an appropriate order to protect ERCOT's
14 jurisdictional status. We also worked with parties in that proceeding on other
15 issues, such as a commitment to fund the interconnection facilities involved in
16 this case and to organize the configuration of the Panola Switching Station
17 and the SCT Project's western converter station at the Texas-Louisiana border
18 so that it was not possible for anyone to interconnect in Louisiana to any AC
19 facilities of either Garland or SCT.
- 20 • SCT presented its project to the ERCOT Regional Planning Group (RPG) in
21 2010/2011, as discussed in my direct testimony, which resulted in ERCOT
22 directing Oncor Electric Delivery Company ("Oncor") to perform the
23 reliability/interconnection studies provided with my direct testimony. In its

1 response to Staff RFI 1-1, ERCOT indicated that it believes those Oncor
2 studies are sufficient to reliably interconnect the project.

- 3 • SCT also presented to ERCOT RPG in 2011 an economic study of the tie's
4 benefits, and updated that study in this case, even though the construction
5 costs, reasonable operation and maintenance costs, and decommissioning
6 costs of Garland's facilities, as defined in the Transmission Line Agreement,
7 will be borne by SCT and will not be included in the transmission rates of
8 ERCOT customers.

- 9 • SCT worked with parties in the legislative process to help formulate the
10 legislation that provided for this CCN case and to address SCT's unique
11 circumstances with respect to such a filing.

- 12 • SCT intervened and filed direct testimony in this case at the same time that
13 Garland filed its application, presenting its position and making itself
14 available for discovery from the outset of the case, which it had no obligation
15 to do.

16
17 Q6. WILL SCT CONTINUE ITS PRACTICE OF OPEN COMMUNICATION TO
18 ADDRESS AND RESOLVE ISSUES RELATED TO THE TIE?

19 A. Yes. SCT recognizes that there will continue to be issues to work through after
20 the conclusion of this case. Some of those issues are technical and may be best
21 suited for ERCOT processes, while others may benefit from broader stakeholder
22 participation in a rulemaking at the Commission. SCT commits to continue its

1 open communication and discussions in pursuit of reasonable solutions to issues
2 of Commission and stakeholder concern.

3

4 Q7. SEVERAL INTERVENOR WITNESSES HAVE PROPOSED THAT THE
5 COMMISSION PRESCRIBE CONDITIONS IN ITS APPROVAL OF
6 GARLAND'S APPLICATION. WHAT IS YOUR PERSPECTIVE ON THESE
7 PROPOSALS?

8 A. As ERCOT pointed out in its Statement of Position, the Commission has no
9 obligation to impose conditions in this case. If it chooses to do so, the statute
10 requires that any such conditions be reasonable and consistent with the final order
11 of the Federal Energy Regulatory Commission that directs Garland to
12 interconnect with SCT. Some of the proposed conditions meet these standards or
13 have already been addressed by SCT and/or Garland, while others are not
14 reasonable or appropriate as discussed in the rebuttal testimony filed by SCT and
15 Garland.

16

17 Q8. WITH WHICH CONDITIONS TO GARLAND'S CCN WOULD SCT AGREE?

18 A. SCT would agree to the following conditions:

19 • SCT agrees with ERCOT that ERCOT will need to negotiate a coordination
20 agreement with the balancing authority in the southeast (ERCOT SOP at 5),
21 which needs to occur by June 1, 2017 to allow SCT to close financing. SCT
22 needs to be involved in those negotiations.

- 1 • SCT agrees with ERCOT witness Mr. Hailu and other intervenors that it
2 should execute a standard form market participant agreement and become a
3 registered market participant before it energizes (Hailu at 4, 9-10). This
4 process needs to occur before SCT closes financing.
- 5 • In response to certain landowner intervenors, SCT and its affiliate Rusk
6 Interconnection LLC (“Rusk”) agree to a condition that no right-of-way
7 clearing or construction will take place on the Rusk to Panola line until SCT
8 has closed financing, absent the expressed agreement of the affected
9 landowner.
- 10 • SCT strongly supports ERCOT’s suggestion that a stakeholder process, or
11 stakeholder processes, be established and a timeframe for resolving certain
12 issues be directed by the Commission (SOP, P. 3-4). See Mr. Bruce’s rebuttal
13 testimony for discussion on suggested forums and timeframes.

14
15 Q9. WHAT COMMITMENTS ARE SCT WILLING TO MAKE TO THE
16 COMMISSION IN THIS PROCEEDING?

- 17 • In response to CenterPoint (CenterPoint SOP at 1), SCT agrees to fully
18 comply with the representations it made to FERC in the offer of settlement
19 and to the Commission in this docket.
- 20 • SCT generally supports and commits to participate in the exploration of a
21 Congestion Management Plan (“CMP”) at ERCOT to address congestion
22 issues near the SCT tie, as proposed by Luminant (Siddiqi at 5, 11-14),

1 although implementation of a CMP should not be a condition of the order in
2 this case.

- 3 • In response to TIEC witness Mr. Griffey, SCT agrees to a condition that, in
4 relation to any exercise of the put and call options in the Transmission Line
5 Agreement, SCT and Rusk will abide by the provisions of PURA § 37.154
6 relating to Commission approval of transfer of rights under a certificate of
7 convenience and necessity (Griffey at 13, 27).
- 8 • In response to Mr. Griffey, SCT will abide by the terms of its interconnection
9 agreement with Garland governing disconnection of the tie in the event that
10 FERC asserts jurisdiction in ERCOT (Griffey p. 13-14, 24).
- 11 • In response to Mr. Griffey, SCT and Rusk agree that Rusk will not ask
12 Garland to upgrade the Rusk to Panola line under the provision of the
13 Transmission Line Agreement (Griffey at 26).

14
15 Q10. IS THERE ANY OTHER COMMITMENT SCT MAKES IN CONNECTION
16 WITH THE REBUTTAL TESTIMONY FILED IN SUPPORT OF GARLAND'S
17 APPLICATION?

18 A. Yes. Garland's rebuttal testimony filed by Darrell Cline and Kristi Wise makes
19 certain commitments with respect to construction of the Rusk to Panola
20 transmission line, which will be built by SCT affiliate Rusk and transferred to
21 Garland prior to energization. SCT and Rusk agree with the commitments made
22 in Garland's testimony.

III. RESPONSE TO INTERVENOR TESTIMONY AND STATEMENTS OF POSITION

Q11. TIEC WITNESS MR. GRIFFEY ASSERTS THAT THE SOUTHERN CROSS PROJECT WILL HAVE "THEORETICAL BENEFITS" (P. 10). ARE THE PROJECT'S BENEFITS THEORETICAL?

A. No. There are significant economic and reliability benefits to ERCOT from the SCT Project. Regarding the economic benefits, Ms. Wolfe's direct testimony (Exh. EW-2, P. 3 of 33) provides the results of her analysis showing annual consumer benefits of \$162 million, annual production cost savings of \$173 million, and annual export-related charges of \$65 million for the 2020 SCT Only case and \$306 million, \$365 million, and \$68 million, respectively, for the SCT + 2,000 MW Wind case. These are real and substantial, not theoretical, benefits. These benefits in one year pay for the cost of Oncor's Rusk Switching Station many times over, and would offset a substantial amount of other speculative costs that some parties assert should be attributed to SCT. And, these benefits are in addition to Rusk agreeing to pay for the Garland facilities (i.e., the Panola station and Rusk to Panola line) as well as reasonable operation and maintenance expenses, and to fund an escrow account to decommission the facilities at the end of their useful lives.

Regarding reliability benefits, the SCT Project will provide access to a significant additional power supply source for ERCOT during shortage conditions and system emergencies. According to SERC's July, 2015 Informational Summary Brochure, SERC had access to 225,000 MW of generation resources,

1 inclusive of gas, coal, nuclear, hydro, oil and other. Almost certainly, two
2 thousand megawatts of this generation will be available to ERCOT over the SCT
3 tie during emergencies. This demonstrates the significant additional power
4 supply source that will be available to ERCOT, and the significant, not
5 theoretical, reliability benefits of the SCT project.

6 Finally, there are two other benefits discussed more fully in the rebuttal
7 testimony of Stan Gray and Mark Bruce for SCT:

- 8 1. By facilitating exports during low-load, high-wind conditions, the tie
9 will benefit consumers, generators, and ERCOT grid reliability; and
- 10 2. The tie may have the capability to provide frequency response and
11 reserves to ERCOT if appropriate arrangements can be put in place.

12 In sum, the economic and reliability benefits of the tie are not
13 “theoretical” at all; they are real and significant and would offset a significant
14 level of speculative costs that some intervenors suggest should be assessed to the
15 SCT Project.

16
17 Q12. DO YOU AGREE WITH MR. GRIFFEY’S SUGGESTION THAT THE SCT
18 PROJECT POSES RISKS THAT SOMEHOW EXCEED THESE BENEFITS?

19 A. No. The examples of risk that Mr. Griffey presents are strained and speculative,
20 and will not bear scrutiny. First, Mr. Griffey asserts (P. 11) that “ratepayers may
21 have to pay some of the costs of operating, maintaining and decommissioning the
22 project.” However, SCT affiliate Rusk and Garland have an agreement in place
23 that specifically addresses those potential costs. In addition, the Commission has

1 authority to review all costs proposed to be included by Garland in transmission
2 rates, in the event of some hypothetical situation that they are not paid by Rusk.
3 Mr. Cline discusses this issue further in his rebuttal testimony for Garland.

4 Mr. Griffey also asserts (P. 11) that there is a risk “the costs charged to
5 imports/exports will not fully cover the actual costs of importing/exporting power
6 from ERCOT.” This assertion is unsupported and speculative. Note that
7 Mr. Griffey does *not* actually assert that the costs charged to imports/exports will
8 not fully recover the costs of those transactions, only that it is a *risk*. He provides
9 no actual analysis of either the costs charged to import/export transactions or the
10 actual costs of those transactions. In addition, if Mr. Griffey is referring to
11 transmission upgrade costs for exports over the SCT tie (P. 12), Oncor in its
12 interconnection studies concluded that no new transmission lines or line upgrades
13 were needed. Mr. Gray’s rebuttal testimony for SCT discusses this issue in more
14 detail.

15 If Mr. Griffey is referring to ancillary services costs (P. 12), I note that
16 loads, including loads outside ERCOT served by DC tie exports, pay for ancillary
17 services in ERCOT under ERCOT’s protocols. QSE’s that schedule exports over
18 the SCT project will pay for such ancillary services in the ERCOT Settlement
19 Charge associated with exports. Load in ERCOT that benefits from imports over
20 the SCT tie will also pay for ancillary services.

21 Finally, if Mr. Griffey is referring to transmission upgrade costs for
22 imports over the SCT tie (P. 18), there are none that we are aware of that could be
23 charged to the SCT project. ERCOT will limit imports when necessary to prevent

1 consequences to the grid or when ERCOT orders an emergency curtailment.

2 Should it ever be the case that there is ongoing potential congestion when SCT is

3 importing and other in-area generators are also in operation, ERCOT's protocols

4 provide for appropriate processes (at ERCOT's Regional Planning Group),

5 including benefit/cost studies, for potential upgrades that would alleviate such

6 congestion. Luminant witness Shams Siddiqi has also proposed implementation

7 of a Congestion Management Plan to address potential congestion in northeast

8 Texas during such SCT imports (Siddiqi at 5, 11-14), and SCT supports pursuit of

9 that solution in an ERCOT sponsored process. SCT witness Stan Gray's rebuttal

10 testimony further discusses implementation of a Congestion Management Plan

11 and whether transmission upgrades will be required to accommodate such imports

12 over the SCT tie.

13

14 Q13. MR. GRIFFEY ASSERTS THAT IT IS IMPOSSIBLE TO ESTIMATE THE
15 BENEFITS OF THE SOUTHERN CROSS PROJECT, AS MS. WOLFE HAS
16 DONE, BECAUSE THE LOCATION OF THE PROJECT
17 INTERCONNECTION IN THE SOUTHEAST IS NOT KNOWN (P. 10, 18). IS
18 HE CORRECT?

19 A. No. The interconnection point that I directed Ms. Wolfe to assume for her
20 economic benefits studies was Southern Company's West Vernon Switching
21 Station in Alabama on the border with Mississippi. That switching station is
22 connected to the 500 kV transmission system of Southern Company, connects to
23 the Tennessee Valley Authority and Entergy/MISO transmission systems via 500

1 kV lines, and was included in Ms. Wolfe's 2010 study. The interconnection
2 would provide a large and relatively uncongested access to the SERC bulk
3 transmission system. SCT will not connect to the SERC bulk transmission system
4 at a congested location.

5

6 Q14. MR. GRIFFEY PROPOSES THAT THE COMMISSION IMPOSE A
7 CONDITION OF APPROVING THE CCN THAT EXERCISE OF THE PUT
8 OR CALL OPTIONS BETWEEN GARLAND AND RUSK WILL NOT
9 TRANSFER A CCN TO RUSK WITHOUT COMMISSION APPROVAL
10 (GRIFFEY P. 13, 27). DOES SCT ACCEPT THIS CONDITION?

11 A. The Transmission Line Agreement between Rusk and Garland already provides
12 for such Commission approval. SCT recognizes that only the Commission could
13 provide Rusk with a CCN, and has in fact incorporated a requirement for
14 Commission approval of any transfer of the facilities into the agreement. SCT
15 will agree to a condition that, in relation to any exercise of the put and call options
16 in the agreement, SCT and Rusk will abide by the provisions of PURA § 37.154
17 relating to Commission approval of a transfer of rights under a certificate of
18 convenience and necessity.

19

20 Q15. TIEC RECOMMENDS A CONDITION THAT ERCOT UTILITIES
21 DISCONNECT FROM SCT IF FERC ASSERTS JURISDICTION IN ERCOT
22 (GRIFFEY P. 13-14, 24). DOES SCT ACCEPT THIS CONDITION?

1 A. As Mr. Cline notes in his rebuttal testimony for Garland, the interconnection
2 agreement between Garland and SCT addresses this issue. SCT will abide by the
3 terms of that agreement.
4

5 Q16. MR. GRIFFEY CLAIMS THAT YOUR TESTIMONY CONCERNING COST
6 RESPONSIBILITY FOR THE SCT AND GARLAND FACILITIES IS
7 MISLEADING (P. 15-16). IS HE CORRECT?

8 A. No. My statement that Mr. Griffey asserts is misleading is actually very clear and
9 accurate. It refers to SCT's commitment to pay for the Garland facilities (i.e., the
10 Panola station and Rusk to Panola line) referred to in the interconnection
11 agreements filed at FERC. SCT affiliate Rusk has agreed to pay for the costs of
12 constructing those facilities as well as reasonable operation and maintenance
13 expenses, and to fund an escrow account to decommission the facilities at the end
14 of their useful lives. Mr. Cline discusses this issue further in his rebuttal
15 testimony for Garland.

16 As to the Oncor facilities referred to by Mr. Griffey, SCT, at the beginning
17 of its efforts with Oncor, entered into a backstop agreement with Oncor. That
18 agreement provides that SCT will compensate Oncor for the cost of the Rusk
19 Switching Station facilities in the event that Oncor is unable to include such costs
20 in its transmission cost of service in a rate case. Inclusion of the Rusk station
21 costs in TCOS will be subject to Commission review in an appropriate rate case,
22 and it is premature to judge whether those costs are just and reasonable. In
23 addition, aside from connection of the Garland and SCT lines, completion of

1 Oncor's Rusk Switching Station will have reliability benefits for the ERCOT grid
2 by tying together three Oncor transmission lines in the area. I discuss above in
3 my testimony that, should the Commission approve inclusion of such costs in
4 rates, they are dwarfed by the economic benefits and the charges associated with
5 exports that SCT QSE's will pay, as described by Ms. Wolfe in her testimony.

6
7 Q17. MR. GRIFFEY ASSERTS THAT GARLAND AND SCT SHOULD BE
8 TREATED LIKE AFFILIATES BECAUSE THE AGREEMENT BETWEEN
9 GARLAND AND RUSK AUTHORIZING RUSK TO PAY TO UPGRADE
10 GARLAND'S FACILITIES COULD GIVE PATTERN A COMPETITIVE
11 ADVANTAGE (P. 26). DO YOU AGREE?

12 A. The Transmission Line Agreement between Garland and Rusk provides that Rusk
13 pay for all of the initial cost of the Rusk to Panola line, the initial cost of the
14 Panola Switching Station, the ongoing costs associated with O&M, and the costs
15 associated with decommissioning (including creation of an escrow account to
16 cover those costs). However, when the original agreement was put in place,
17 SB 931 and SB 776 did not exist, and there was no thought that the Garland
18 Project would require a CCN approval by the PUCT. Since the nature of the
19 Garland line has changed, and it will now be an ERCOT open access facility
20 following its construction, SCT and Rusk agree that Rusk will not ask Garland to
21 upgrade the Rusk to Panola line under the provision of the Transmission Line
22 Agreement referred to by Mr. Griffey. This should address Mr. Griffey's concern

1 about Pattern having a competitive advantage under that provision of the
2 agreement.

3
4 Q18. MR. GRIFFEY PROPOSES THAT THE COMMISSION CONDITION ITS
5 APPROVAL IN THIS CASE ON A CONDITION THAT GARLAND AND
6 ONCOR DISCONNECT THE RUSK TO PANOLA LINE AT THEIR
7 RESPECTIVE STATIONS IF SCT FAILS TO FOLLOW AN ERCOT
8 PROTOCOL OR COMMISSION RULE OR ORDER, AND AS A RESULT,
9 THE COMMISSION ORDERS DISCONNECTION OF THE FACILITIES. (P.
10 13-14). DO YOU AGREE?

11 A. As ERCOT noted in its Statement of Position, SCT recognized in the offer of
12 settlement at FERC that it would be subject to ERCOT and Commission authority
13 relating to operation of the SCT tie (ERCOT Statement of Position at 4). The
14 offer of settlement executed by SCT and the other parties provides:

15 Garland and SCT shall operate the Garland-SCT Interconnection
16 for any purpose, including the purchase, sale, exchange,
17 transmission, coordination, commingling, or transfer of electric
18 energy in interstate commerce *in compliance with all applicable*
19 *ERCOT and PUCT requirements.*

20
21 FERC Docket No. TX11-1-001, Offer of Settlement at 12, ¶ F
22 (attached to Garland's CCN Application Form at Attachment 2)
23 (emphasis added).
24

25 SCT reiterates its intent to abide by applicable ERCOT and Commission
26 requirements relating to operation of the tie. In the extremely unlikely event that
27 Mr. Griffey's hypothetical situation arose where the Commission issued an order
28 requiring Garland or Oncor to disconnect the Rusk to Panola line based on SCT's

1 noncompliance with an applicable ERCOT or Commission requirement, SCT will
2 abide by lawful orders of appropriate governmental authorities, including the
3 Commission, subject to its rights related to the review of such orders.
4

5 Q19. LUMINANT PROPOSES THAT SCT BE REQUIRED TO SUPPLY
6 REACTIVE POWER AND PRIMARY FREQUENCY CONTROL (FRAZIER
7 P. 9) AND ERCOT INDICATES THAT THIS WOULD BE HELPFUL
8 (WOODFIN P. 16). CAN SCT PROVIDE SUCH SERVICES?

9 A. Mr. Gray's rebuttal testimony for SCT discusses what capabilities the SCT tie
10 may and may not have available to supply as reliability services like reactive
11 power and primary frequency response to the ERCOT grid. Mr. Bruce's rebuttal
12 testimony for SCT addresses ERCOT processes and forums for further
13 development of these issues. SCT will continue to work collaboratively with
14 stakeholders to develop the tie's capability to provide reliability support services
15 to ERCOT.
16

17 Q20. DO YOU AGREE WITH ERCOT WITNESS MR. HAILU'S PROPOSAL THAT
18 SCT SHOULD EXECUTE THE STANDARD FORM MARKET
19 PARTICIPANT AGREEMENT BEFORE GARLAND ENERGIZES ITS
20 FACILITIES, IN ORDER TO BIND SCT TO ERCOT REQUIREMENTS AND
21 TO ALLOW ERCOT TO DEMAND COMPLIANCE (HAILU P. 4)?

22 A. Yes. In fact, SCT needs to execute the Standard Form Market Participant
23 Agreement well before Garland energizes its facilities, indeed well before the

1 SCT Project closes its construction financing. This is necessary in order that the
2 terms of that Agreement are known to the financing counterparties so that they
3 can be assured that the business and operations of the SCT Project are
4 appropriately structured and organized and that compliance with the Agreement
5 and associated ERCOT requirements can be reasonably assured.
6

7 Q21. MR. WOODFIN PROPOSES THAT ERCOT IMPOSE RAMPING
8 RESTRICTIONS ON SCT AND DEVELOP ADDITIONAL TOOLS FOR SCT
9 RAMPING (WOODFIN P. 10-13). DOES SCT AGREE WITH THESE
10 RECOMMENDATIONS?

11 A. Yes. SCT has always assumed that it would be subject to limitations on ramp rate
12 consistent with reasonable generator capabilities to ramp on either end of the SCT
13 Line, and has discussed its intention to do so with ERCOT. Mr. Gray addresses
14 this issue further in his rebuttal testimony, and notes that Ms. Wolfe's economic
15 benefits study included ramp rates that were consistent with generator capabilities
16 on both ends of the line.
17

18 Q22. SEVERAL LANDOWNERS SUGGEST THAT THE COMMISSION IMPOSE
19 A CONDITION THAT GARLAND NOT ACQUIRE EASEMENTS UNTIL
20 SCT OBTAINS FINANCING FOR ITS PROJECT. CAN SCT AGREE TO
21 SUCH A CONDITION?

22 A. SCT agrees with the position that Mr. Darrell Cline of Garland presents in his
23 rebuttal testimony on this issue, *i.e.*, that no right-of-way clearing or construction

1 will take place for the Rusk to Panola line until SCT has closed financing, absent
2 express agreement of the affected landowner in Texas.

3

4 Q23. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

5 A. Yes.

**ERCOT'S RESPONSES TO COMMISSION STAFF'S FIRST REQUEST FOR
INFORMATION TO THE ELECTRIC RELIABILITY COUNCIL OF TEXAS
STAFF RFI NO. 1-1 THROUGH RFI NO. 1-11**

Staff 1-1 Has ERCOT undertaken or reviewed any reliability or interconnection studies related to the proposed Southern Cross Project? If so, does ERCOT believe that these studies are sufficient or are additional studies necessary?

Response:

ERCOT has not undertaken its own studies but has reviewed the reliability/interconnection studies related to the proposed Southern Cross Project performed by Oncor. ERCOT believes that these studies are sufficient to reliably interconnect the project.

PREPARER: Jeffrey Billo

WITNESS: Warren Lasher