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PUC DOCKET NO. 51023

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APPLICATION OF THE CITY OF SAN § BEFORE THE STATE OFFICE  
 ANTONIO ACTING BY AND THROUGH §  
 THE CITY PUBLIC SERVICE BOARD §  
 (CPS ENERGY) TO AMEND ITS § OF  
 CERTIFICATE OF CONVENIENCE §  
 AND NECESSITY FOR THE PROPOSED §  
 SCENIC LOOP 138-KV TRANSMISSION § ADMINISTRATIVE HEARINGS  
 LINE §

**STEVE CICHOWSKI'S FIRST REQUEST FOR INFORMATION TO  
 TOUTANT RANCH, LTD, ASR PARKS, LLC, PINSON INTERST LTD LLP, AND  
 CRIGHTON DEVELOPMENT CO. REGARDING THE DIRECT TESTIMONY OF  
 TOM DREISS**

Pursuant to 16 Tex. Admin. Code § 22.144 and SOAH Order No. 3, Steve Cichowski requests that Toutant Ranch Ltd., ASR Parks, LLC, Pinson Interest Ltd LLC, and Crighton Development Co. provide, within 10 calendar days of your receipt, the information requested in the attached Exhibit A.

Respectfully submitted,

By: Steve Cichowski

Steve and Catherine Cichowski  
 Steve Cichowski TBN # 00793507  
 24914 Miranda Ridge  
 (210) 225-2300  
 (210) (fax)  
 steve@cichowskilaw.com

**INTERVENORS**

627

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing document has been filed with the Commission and served on all other parties via the PUC Interchange on this 11th day of March 2021, pursuant to SOAH Order No. 3 issued in this docket.

*Steve Cichowski*

**EXHIBIT A**

**I. 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.”

“Anaqua Springs and/or HOA” refers to Anaqua Springs Homeowners’ Association, a homeowners association owning real property that may be impacted by the proposed transmission routes.

“Agreement” means the agreement between CPS Energy and Toutant Ranch, Ltd., Pinson Interests LTD LLP, and Crighton Development Co. attached as Exhibit 1 to the Direct Testimony of Tom Dreiss filed with the Commission as Item number 557 in Docket Number 51023.

“Application” means the Application filed as PUC Docket No. 51023.

“Commission” shall mean the Public Utility Commission of Texas.

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

“Conservation Easement” refers to the easement in the study area owned or held by the Pond Foundation, the Nature Conservancy, and/or the United States.

“CPS” and “CPS Energy” means CPS Energy, its agents, employees, attorneys, representatives, officers, directors, consultants, and anyone authorized or holding themselves out as authorized, to speak for CPS Energy.

“Developers” means Toutant Ranch, Ltd., Pinson Interests LTD LLP, and Crighton Development Co., as well as their agents, employees, attorneys, representatives, officers, directors, consultants, members, and anyone authorized or holding themselves out as authorized, to speak for Developers. It means both the singular and the plural.

“Document” or “Documents” is used in the broadest sense possible and shall mean documents within the possession, custody or control of CPS Energy, and includes, but is not limited to, 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.

“Including” means “including but not limited to” and “including without limitation.”

“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” and “Your” refers to the “Developers” and ASR Parks LLC, their agents, employees, attorneys, representatives, officers, directors, members, consultants, and anyone authorized or holding themselves out as authorized, to speak for them.

“Segment” means the segment number as filed and as modified unless more specifically stated in the request.

## 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 nonprivileged 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 Anaqua Springs, please identify the document with sufficient specificity to allow Anaqua Springs 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 and REQUEST FOR ADMISSIONS

**RFI 1-1** Refer to page 1, lines 8-10 and page 5, lines 1-10 of Mr. Dreiss's testimony.

a. Please provide all documents reflecting or regarding any agreements relative to this Application between CPS Energy and Toutant Ranch, Ltd., its agents, officers, directors, representatives, organizers, members, or attorneys.

b. Please provide all documents reflecting or regarding any agreements relative to this Application between CPS Energy and Pinson Interests LTD LLP, its agents, officers, directors, representatives, organizers, members, or attorneys.

c. Please provide all documents reflecting or regarding any agreements relative to this Application between CPS Energy and Crighton Development Co., its agents, officers, directors, representatives, organizers, members, or attorneys.

d. Please provide all documents reflecting or regarding any agreements relative to this Application between CPS Energy and ASR Parks LLC., its agents, officers, directors, representatives, organizers, members, or attorneys.

d. Please provide all documents reflecting or regarding any agreements relating to proposed Segments 42/42a, 46/46a/46b, 48 and/or 49/49a/49b between CPS Energy and Developers, their agents, officers, directors, representatives, organizers, members, or attorneys.

**RFI 1-2** Refer to page 6, lines 6-10 of Mr. Dreiss's testimony.

a. Please provide all documents reflecting, or consisting of any communications, in any format, related to the Agreement between CPS Energy and Developers which took place before the execution of the Agreement.

b. Please provide all documents reflecting, or consisting of any correspondence, in any format, related to the Agreement between CPS Energy and Developers, which took place before the execution of the Agreement.

c. Please provide all documents reflecting, or consisting of any communications, in any format, related to the Agreement between CPS Energy and Developers, which took place after the execution of the Agreement.

d. Please provide all documents reflecting, or consisting of any correspondence, in any format, related to the Agreement between CPS Energy and Developers, which took place after the execution of the Agreement.

**RFI 1-3** Refer to page 5, lines 2-4 of the testimony of Mr. Dreiss.

When did Developers and/or ASR Parks, LLC first contact CPS Energy, by any means or medium, to discuss amending or modifying Segment 42 in order to lessen the impact to their properties in the study area?

**RFI 1-4** Refer to page 5, lines 2-4 of the testimony of Mr. Dreiss.

When did Developers and/or ASR Parks, LLC first contact CPS Energy, by any means or medium, to discuss amending or modifying any of the segments presented at the Open House in order to lessen the impacts to their properties in the study area?

**RFI 1-5** Refer to page 5, lines 2-4 of the testimony of Mr. Dreiss.

When did CPS Energy first indicate to Developers and/or ASR Parks, LLC that it was actually willing to amend or modify any of the segments presented at the Open House in order to lessen the impacts to their properties in the study area?

**RFI 1-6** Refer to page 5, lines 5-10 of the testimony of Mr. Dreiss.

Please provide all documents related to the negotiations regarding the donation of right of way for Segment 42/42a.

**RFI 1-7**

Please provide all documents related to the negotiations between CPS Energy and Developers and/or ASR Parks LLC regarding the Route modifications identified in Figure 5 of the Direct Testimony of Tom Dreiss on behalf of Toutant Ranch, LTD., ASR Parks, LLC, Pinson Interests Ltd. LLC, and Crighton Development Co.

**RFI 1-8** Refer to page 3, lines 14-16 and Exhibit 1 to the testimony of Mr. Dreiss.

a. What is the anticipated total cost to Developers as measured by the value of right of way donations, discounted right of way values, and loss of remainder damages, should the Commission select a Route that utilizes Segments 42, 42a, 46, 46a, and 49a as those segments are identified on Exhibit A to the Agreement.

b. Has CPS Energy indicated to Developers that Paragraph 5 of the Agreement prohibits the Developers from advocating for any route other than one that utilized the segments referred to in the Agreement? If yes, please provide any documents.



**RFI 1-9** Refer to page 2, lines 5-8, and Exhibit 1 of Mr. Dreiss's testimony.

- a. Have Developers or ASR Parks, LLC offered to donate right of way for any segment in the study area other than the segments identified in the Agreement.
- b. If the answer is yes, please identify those segments.
- c. If the answer is no, do you contend that you are prevented from doing so by the Agreement.

**RFI 1-10** Refer to page 2, Figure 1, page 3, Figure 2, and page 5 of Exhibit 1 of Mr. Dreiss's direct testimony.

- a. Admit or Deny that Segments 46 and 46a (as those segments are identified on Exhibit A to the Agreement) are on property owned by one or more of Developers and/or ASR Parks, Inc. as shown on Figure 1 attached to the direct testimony of Tom Dreiss.

**RFI 1-11** Refer to Exhibit 1 to the testimony of Mr. Dreiss.

- a. Do Developers and ASR Parks, LLC support any Route that does not utilize Segment 46 or Segment 46a as those are shown on Exhibit A to the Agreement?
- b. If the answer is yes, then identify which Route or Routes Developers and/or ASR Parks, LLC support.
- c. If the answer is no, then please explain why Developers and/or ASR Parks, LLC only support Routes that cross their properties.

**RFI 1-12** Refer to Exhibit 1 (the Agreement) to the testimony of Mr. Dreiss.

Do Developers and /or ASR Parks contend that the Agreement attached to the testimony of Tom Dreiss prevents them from supporting or joining with other Intervenors to support Routes that avoid segments 46 and 46a?

**RFI 1-13** Refer to Exhibit 1(the Agreement) to the testimony of Mr. Dreiss.

- a. Admit or deny that CPS Energy has informed Developers and/or ASR Parks, LLC that it will consider their support of any route other than one that uses Segments 46, 46a, 46b, or 49a a breach of the Agreement.
- b. Admit or deny that CPS Energy has informed Developers and/or ASR Parks, LLC that it will consider their support of any Route, other than a Route that utilizes Segment 46 or 46a, a breach of the Agreement.

c. Admit or deny that CPS Energy has informed Developers and/or ASR Parks, LLC that pursuant to the terms of the Agreement, they may only support a Route that utilizes Segment 46 or 46a.

d. If you have admitted to a, b, or c, please provide all documents, correspondence, and communications supporting that response.

**RFI 1-14** Refer to Exhibit 1(the Agreement) to the testimony of Mr. Dreiss.

a. Do Developers and/or ASR Parks LLC believe that the terms of the Agreement prohibit them from negotiating the case in the context of a settlement conference or mediation?

b. Do Developers and/or ASR Parks LLC believe that the terms of the Agreement prohibit them from agreeing to any settlement that does not utilize Segments 49 and 49a?

c. Do Developers and/or ASR Parks LLC believe that the terms of the Agreement prohibit them from agreeing to any settlement that does not utilize Segment 46?

d. Do Developers and/or ASR Parks LLC believe that the terms of the Agreement prohibit them from participating in a settlement conference or mediation in any manner other than supporting some combination of segments 46/46a/46b/49a?

e. Do Developers and/or ASR Parks LLC believe that the terms of the Agreement prohibit them from agreeing to any settlement that does not utilize Segment 64?