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SOAH DOCKET NO. 473-21-0247
PUC DOCKET NO. 51023

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

STEVE CICHOWSKI'S REPLY TO THE RESPONSE OF CPS ENERGY, TOUTANT RANCH, LTD, ASR PARKS, LLC, PINSON INTERESTS LTD. LLP, AND CRIGHTON DEVELOPMENT CO.'S RESPONSE TO STEVE CICHOWSKI'S APPEAL OF SOAH ORDER NO. 10 and REQUEST FOR ORAL ARGUMENT

I. INTRODUCTION

CPS Energy (CPS) and Toutant Ranch, Ltd., ASR Parks, LLC, Pinson Interests, Ltd. LLP, and Crighton Development Co. (hereinafter "Developers") entered into an Agreement Regarding Agreed Route Modifications and Amendment to Application (the Agreement) wherein CPS agreed to move certain potential route segments from running directly through Developers' ongoing project, to instead running along the northern boundary of the project, but still on Developers' land. In exchange, Developers agreed to give up substantial monetary compensation in the form of free right-of-way, discounted right-of-way, and waiver of remainder damages to their property. In addition, paragraph 5 of the Agreement requires Developers to only support potential Routes that incorporate the modified segments on their property. In other words, Developers must support a route that crosses their property even though other viable routes have been presented by CPS that do not.

Steve Cichowski, an Intervener and affected landowner in the above proceeding, has appealed a portion of SOAH Order 10 denying his request to have *one paragraph* of the Agreement

declared void as against public policy. The Commission agreed to hear this Appeal at its May 6, 2021 open meeting. Developers filed a "Position Statement" regarding this appeal and CPS Energy filed a Response Brief. Essentially, Developers do not address the substance of the Appeal and merely state their willingness to abide by the agreement made with CPS. On the other hand, CPS energy devotes the entirety of its brief addressing issues *not raised* in the appeal in an attempt to mold the issue into something it is not. The actual issue on appeal is not whether the parties to these proceeding can enter into settlement or modification agreements, but rather, can CPS use its condemnation leverage to prevent a party to such an agreement from advocating, prior to a final route selection by the Public Utility Commission, for a Route that is *already a part of the Application but not on his property.* CPS never addresses this issue.

The Agreement in question is attached as Exhibit 1 to the direct testimony of Tom Dreiss (Docket Item 557), which is attached as Exhibit 3 to Cichowski's Motion For Referral Of Certified Issues. (Docket Item No. 624). Both are attached to and made a part of Docket Item No. 725 of this proceeding. Paragraph 5 of the Agreement violates public policy and should be declared void for the following reasons:

1. It contravenes the legislative intent that all landowners fully participate in these proceedings and advocate for routes not impacting their property. The law disfavors contractual waiver of legislatively created rights, and such provisions have previously been held to be void as against public policy. *See Melody Home Mfg. v. Barnes,* 741 S.W.2d 349, 355 (Tex. 1987); *Crowell v. Housing Authority of Dallas*, 485 S.W.2d 887, 889 (Tex. 1973).

2. It undermines the Commission's position that all landowners are on equal footing by preventing full participation by the restrained party and mooting the participation of other parties by pitting them against CPS and its proxy advocate, the coerced landowner.

3. It allows CPS to use its unrestrained threat of condemnation to go from a neutral observer to an advocate for its preferred route to the prejudice of all affected landowners along that route. In doing so, CPS *usurps* the Commission's role in choosing the final route by manipulating the choices available to the ALJ's and Commission to those of its preference and artificially influencing the "best meets" criteria.

II. SUPPORTING DOCUMENTS

In support of this reply please see Intervenors Appeal and all exhibits attached, filed as Item 725 in Docket Number 51023 and incorporated by reference as if set forth fully herein.

III. DISCUSSION

A. The Developers

In their brief page and a half statement, Developers confirm the issues raised by Cichowski (Appellant). They gave up considerable monetary consideration to have proposed line segments that originally ran right through the middle of their property, relocated to now run along its northern border, but still within the property. Additionally, not only did they give up potentially millions of dollars in concessions for this move, but they also had to abandon support for any route that *did not go through their property. (See* Item 751, Statement of Position, page 2). Although it is couched as "the company's position is that they support the Commission routing the scenic loop transmission line along a path that begins at the node that interconnects segments 41, 42a, 46, and 46a and travels to the West", the corollary is obvious; because of the Agreement, they may *only* support routes that go through their property.[1] This is the problem in a nutshell. Faced with

[1] Note that forced silence is neither support nor advocacy. Hencc Developers' statement that they will not "oppose" any route selected that avoids their property is not germane to this appeal.

economic ruin, Developers were forced into an agreement by the condemnation power granted CPS Energy. Their level of sophistication is irrelevant. No amount of sophistication nor millions of dollars can prevent CPS from exercising its condemnation authority once a final route is chosen; and CPS, as the Applicant, gets to determine what options the PUC chooses from.

To be clear, Cichowski does not, as falsely claimed by CPS, argue that modification agreements of the sort at issue here are against public policy. What is against public policy is the requirement that, once made, the landowner party must support the line on his/her land. Bear in mind that the Agreement at issue is not, as implied in CPS Energy's response, an overall route location settlement binding on the ALJ's or the Commission. The agreed modifications are contingent on a final route selection and remain but one of several options under consideration. If the final route chosen by the Commission does not implicate the modified segments, the agreement is without effect. If it does, then the landowner is bound by the Agreement. The landowner should still have the right to advocate for one of the existing alternative routes. To decide otherwise is to encourage exactly what happened in this case. CPS Energy can, and will in the future, propose routes that would spell economic ruin on Developers, and then leverage that into concessions that guarantee the route of CPS's choosing. This type of restriction is contrary to the legislature's intent that each and every landowner face an equal risk and have equal opportunity to advocate for routes that do not affect his property. By forcing the landowner to support *only* those routes which utilize the modified segments, CPS transitions from the neutral party it is supposed to be, into an advocate for a particular route to the prejudice of the other landowners along that route.

B. CPS Energy

CPS Energy argues against an appeal that no one has made. No one has suggested that modification agreements are against public policy or that they should not form an important part of the Application process. That is set forth quite clearly in Cichowski's Appeal. (Item 725, page 2, paragraph 3). The only issue on Appeal is a single paragraph in the subject agreement. Rather than address the limited issue appealed, CPS instead engages in *reductio ad absurdum* to create an alternative appeal on which it hopes to prevail. CPS then engages in an amazing amount of sophistry to try to make its argument relevant to the actual appeal. For instance, throughout its brief, CPS uses the two words "agreed" and "support" interchangeably as if they were mutually inclusive in the context of this proceeding. They are not. It also implies that the Agreement at issue in this appeal should be treated as a final determination of the route. It is not. As noted above, this and similar agreements do not determine final route location or segments used, but are merely contingent on the modified segments being a part of the final route selected *by the Commission.* Therefore, a landowner can "agree" to this contingency and still "support" an alternative route that does not affect his property. To require more than that is to deprive the landowner of his legislative and constitutional right to oppose any line on his property. Equally important, it allows CPS to direct the process by proxy thereby acting as an interested party in violation of its public trust and usurping the Commission's role in deciding a final route. Finally, CPS offers no precedential support for its position other than decisions dealing with the enforcement of an agreement **after** a final decision on the merits: an issue not raised by this appeal.

Each of CPS's main arguments, and their lack of relevance to the Appeal, are addressed below:

The Enforcement Fallacy

"Namely, CPS Energy did not want to make modifications to accommodate Toutant only to have the landowner later complain and oppose the modifications."

This theme runs throughout CPS's response and fails to address how requiring the landowner to only support routes that utilized segments on his property was necessary to make the agreement binding. Toutant also needed to rely on CPS not reneging on the modifications, hence the creation of a binding agreement executed by both parties. Remove the offending paragraph 5 from the agreement, and the remainder, including the modifications *are still binding* on CPS and Developers. CPS even admits to the effect of paragraph 5 on Developers: "Any settlement agreement that requires a landowner to support the settlement will limit that landowner's position in the case …". However, CPS fails to address how this does not offend public policy, subvert the will of the legislature, make CPS an interested party, or usurp the Commission's decision-making power.

Most shocking is that despite CPS's handwringing about the need to enforce the agreement, CPS is the only party to the Agreement that has threatened to disown it. Attached as Exhibit 1 to this Reply are true and correct copies of two pages of e-mail correspondence between CPS's attorney and Developer's attorney produced in response to Appellants Request For Information. It follows on the heels of Intervener Anaqua Springs filing a Motion to require CPS to consider modifying a line segment on a Route not implicated in the Agreement between CPS and Developers. Developers had done nothing more than state on the record that they were not opposed to Anaqua's Motion. The result was the following communication from CPS's attorney:

> **"Unopposed to the Motion is not consistent with supporting the Commission routing on Segment 46. You all really want to risk our agreement over this motion?"**

CPS threatened Developers that it would disavow the Agreement to modify the route and instead leave it in the middle of their property for doing nothing more than being unopposed to another party's request for a similar modification. This is exactly the type of strong-arming of citizens that the Commission should declare void.

The Precedent Fallacy

CPS has not cited a single Final Order or Court Opinion addressing the issue raised in this appeal. For CPS to suggest that it has is deceptive at best and intentionally misleading in the whole. Every Final Order, Proposal for Decision, and Appeals Court Opinion CPS cites deals with the enforceability of pre-decision agreements *after* a final route has been proposed by the ALJ's and/or accepted by the Commission. **The enforceability of pre-decision agreements, including the one at issue here, is not the subject of this appeal.** The issue on appeal is whether CPS can prevent a landowner from advocating for a route that does not cross his/her property as part of an agreement to modify the *proposed* route segments that do cross his/her property. If, as CPS states in its brief, "... the courts have similarly approved such on many occasions", it should be relatively easy for CPS to cite to those decisions. CPS does not because it cannot. Instead, it argues that the paragraph at issue "... is simply a standard part of any settlement...". "That is the way we have always done it" does nothing to address the issue on appeal. Nor does simply repeating over and over what the agreement requires. Both parties to this appeal know what the agreement requires; that is why there is an appeal. CPS's inability to address why paragraph 5 does not violate public policy, subvert the will of the legislature, make CPS an interested party, or usurp the Commission's decision-making power underscores the need for this issue to be addressed by the Commission.

CPS As An Interested Party

In its brief, CPS states that "it remains entirely disinterested in the route selected ...". It is impossible to reconcile that statement with its position in this appeal and its actions in this proceeding. If CPS does not care what route is finally selected why is it so adamant that the developers support only a Route that utilizes the segments modified in the agreement at issue? Why did CPS threaten to abandon the Agreement when Developers merely stated that they were unopposed to Anaqua Springs' effort for a similar modification? As a disinterested party, why would CPS care? In an attempt to distinguish this requirement CPS offers the following statement:

> "Mr. Cichowski also asserts, incorrectly, that the agreement "requires Toutant Ranch to support the route." This is not accurate. As the language of the agreement states, Toutant is simply required to support routing along the modifications it requested be made. Toutant is not required to support any specific route."

This statement, disingenuous as it is, is an effort by CPS to gain advantage as a result of the Commissioners being unfamiliar with the history of this proceeding and the various proposed routes and segments. As CPS well knows, *any* route that utilizes the segments referred to in the Agreement, must originate from a substation on Toutant Beauregard Road and/or travel several thousand feet along Toutant Beauregard before joining with the segments located on Developers' property.[2] Thus, according to the Agreement, it is impossible for Developers to 1) argue for any route that avoids their property, or 2) advocate for any route other than one which utilizes a significant part of Toutant Beauregard Road. CPS presented these routes in this limited form to the Commission as part of its Application. It has now orchestrated a proxy advocate for specific routes and filed a six-page brief arguing it should be allowed to do so. As shown above, it even

[2] For a comprehensive discussion of this please see Motion For Referral of Certified Issues, Item No. 624 to this Docket.

threatened Developers if they did not oppose the efforts of other Interveners seeking similar modifications.

Disinterested party indeed.

Usurping the Commission's Role

The Legislature has charged the Public Utility Commission with making a final determination of a Utility's Application for a Certificate of Convenience and Necessity and promulgated rules and regulations by which it should proceed. A guiding principle is that it is the Commission, representing the interest of the people, and not the utility that will determine the final route location of a transmission line such as being considered in this docket. That role is already limited by the available choices presented to the Commission *by the Utility*. Allowing provisions in route modification agreements that prevent landowners from advocating for existing alternative routes that do not impact their property further dilutes the power of the Commission to make reasoned choices from reasonable alternatives. These provisions supplant the usual criteria for evaluating routes and become a *fait accompli* presented to the Commission for approval. Used strategically in conjunction with the available routes already selected *by the Utility*, they allow the Utility to control or steer the decision-making process. The Commission should not condone this transfer of its decision-making authority. On the other hand, disallowing them does not affect the ability of any party from entering into these contingency types of agreement. As noted above, paragraph 5 of the Agreement at issue has nothing to do with the enforceability of the Agreement should a route utilizing the modified segments be selected. That selection, however, should be based on a fair evaluation of a route's merits and not by the forced silence of an affected landowner.

Effect on Other Parties

CPS's final argument in its brief is perhaps its most sophistic[3]. In a final attempt to deflect from the actual issue raised by this appeal, CPS states that Appellant (Cichowski) believes he has a legal right to Developers' (Toutant) support. Not only is that a misrepresentation of the context of the Motion, but it is also not the issue being appealed. The actual issues being appealed are listed by CPS on page 2 of its brief. Obviously, CPS knows the issues, yet fails to address them; seeking instead to discredit the legal argument made by Appellant with an absurd interpretation of his Motion.

What CPS wants the Commission to ignore is that the type of restrictive provision at issue in this appeal directly affects the other parties to the proceeding and defeats the Commission's historic goal of ensuring robust landowner participation. The Commission and the Legislature have developed a comprehensive scheme, implicating constitutional guarantees, to allow all affected landowners to participate in these proceedings on a level playing field. The restrictive requirements of paragraph 5 create different classes of citizens by effectively eliminating or neutering the voice of other landowners by eliminating their ability to build alliances freely with landowners with shared interests. While no landowner has the right to another's support, all landowners have the right to approach any other to seek out a shared interest. The restrictive provision in the Agreement prevents that and works against larger, area wide settlements by elevating CPS's interest above that of the landowners. It is absurd to think that Developers actually want these lines on their property, but they are prohibited from seeking a larger settlement with all the parties if such would result in a route not incorporating the segments on their land. This is further support that these

[3] Merriam Webster defines sophistic as 2: plausible but fallacious.

provisions are indicative of CPS taking an active role in pursuing its preferred route as opposed to being a disinterested participant. Area-wide settlements should not yield to CPS's interests.

In addition, allowing the use of restrictive provisions like paragraph 5, moot, or at best dilute, the ability of other landowners to advocate equally for Routes that do not incorporate the subject of the Agreement. Instead of each affected landowner being in potential, but equal, conflict with each other, landowners with nothing to offer CPS now find themselves pitted against CPS and the CPS aligned property owner. This places CPS squarely in the middle of the decision-making process working against landowners opposed to the route that is the subject of the agreement. CPS has taken sides, or at the very least used its coercive ability to limit the opposition to a Route it prefers. Clearly this is a violation of the limits of the Utility's role in this proceeding and has a direct and material effect on the ability of all other parties to participate on a level playing field.

IV. SUMMARY AND CONCLUSION

In this proceeding, CPS agreed to modify the location of certain route segments that would have proven financially devastating to Developers, in exchange for considerable economic compensation and their unqualified support of Routes that cross their property. This was not some arm's length transaction between two businesses of equal financial backing and acumen. It was a quasi-government entity with the unbridled power of eminent domain holding a group of developers, who had already invested millions of dollars in a project, hostage to its authority. This provision eliminated the right of the Developers to advocate for a route that did not cross their property. The power of the government should not be used to force any citizen to waive its rights and any contract provision doing so is void as against public policy. *Crowell v. Housing Authority of Dallas*, 485 S.W.2d 887, 889 (Tex. 1973).

This agreement artificially rendered certain routes high on the "best meets" criteria considered by the ALJs in making their route recommendation, depriving hundreds of property owners their constitutional right to a level proceeding. The contract provision limiting the Developers' advocacy does nothing to make the agreement more enforceable as to the route modification. Therefore, its *only* purpose is to push CPS's "preferred" route in violation of legislative intent and this Commission's policy. The Legislature set up a scheme by which any affected property owner could fully participate in the decision-making process, *including* the right to advocate for *any* route. Contract provisions that result in a waiver of a legislatively created right are void as against public policy. *Melody Home Mfg. v. Barnes,* 741 S.W.2d 349, 355 (Tex. 1987).

CPS Energy denies its role "... as strong-arming Toutant to agree to routes and segments and then silencing Toutant from arguing its rights as a landowner" yet this is exactly what it did. See Exhibit 1. It offers no reason why provisions like section 5 of the Agreement at issue are not void other than "that is the way we have always done it". The public's faith in utility companies and this Commission has been sorely tested of late. Allowing the type of coercive provision found in paragraph 5 of the Agreement between CPS and Developers to stand will not help restore that faith. Appellant respectively requests that the Commission, upon consideration of this appeal, grant the relief requested and rule that paragraph 5 of the Agreement Regarding Route Modifications and Amendment to Application between Developers and CPS Energy be declared void as against public policy. Appellant seeks no further modification to the Agreement.

Because the Commissioners may not be familiar with the somewhat complicated history of these proceedings, Appellant further request that oral argument be granted in this Appeal.

Respectfully submitted,

By: /s/ *Steve Cichowski*

Steve and Catherine Cichowski
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INTERVENORS

CERTIFICATE OF SERVICE

I hereby certify that on this 3rd day of May 2021, notice of the filing of this document was provided to all parties of record via the PUC Interchange in accordance with SOAH Order No. 3.

/s/ *Steve Cichowski*
Steve Cichowski

SOAH DOCKET NO. 473-21-0247
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APPLICATION OF THE CITY OF SAN ANTONIO, ACTING BY AND THROUGH THE CITY PUBLIC SERVICE BOARD (CPS ENERGY) TO AMEND ITS CERTIFICATE OF CONVENIENCE AND NECESSITY FOR THE PROPOSED SCENIC LOOP 138-KV TRANSMISSION LINE	§ § § § § § § §	**BEFORE THE STATE OFFICE OF ADMINISTRATIVE HEARINGS**

TOUTANT RANCH, LTD., ASR PARKS, LLC, PINSON INTERESTS LTD. LLP, AND CRIGHTON DEVELOPMENT CO.'S RESPONSES TO STEVE CICHOWSKI'S FIRST SET OF REQUESTS FOR INFORMATION

Toutant Ranch, Ltd., Pinson Interests Ltd. LLP, ASR Parks, LLC, and Crighton Development Co. (the "Developers") file the following responses to the First Set of Requests for Information ("RFIs") to Developers filed by Steve Cichowski. Those RFIs were filed at the Commission and received on March 11, 2021. Accordingly, pursuant to the procedural schedule entered in this case, this response is timely filed. Developers' responses to specific questions are set forth as follows, in the order of the questions asked. Pursuant to 16 T.A.C. § 22.144(c)(2)(F), these responses may be treated as if they were filed under oath.

Respectfully submitted,

THOMPSON & KNIGHT LLP

/s/ Michael McMillin

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98 San Jacinto Blvd., Suite 1900
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(512) 469.6100
(512) 469.6180 (fax)

ATTORNEYS FOR TOUTANT RANCH, LTD., ASR PARKS, LLC, PINSON INTERESTS LTD. LLP AND CRIGHTON DEVELOPMENT CO.

CERTIFICATE OF SERVICE

I, Michael McMillin, Attorney for Toutant Ranch, Ltd., ASR Parks, LLC, Pinson Interests Ltd. LLP, and Crighton Development Co., hereby certify that a copy of the foregoing document was served on all parties of record in this proceeding on this 22nd day of March, 2021 by electronic mail, facsimile and/or First Class, U.S. Mail, Postage Prepaid.

/s/ Michael McMillin
Michael McMillin

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RFI 1-2 Refer to page 6, lies 6-10 of Mr. Dreiss 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.

RESPONSE:

Pursuant to an agreement with Mr. Cichowski, the scope of this request was narrowed to exclude communications that are exclusively between Developers' counsel and client representatives, and are therefore subject to attorney-client privilege.

Please refer to Attachment Cichowski 1-1.

Preparer: **Tom Dreiss/Counsel**
Sponsor: **Tom Dreiss**

From: McMillin, Michael
To: "Rasmussen, Kirk"
Cc: Bennett, Craig
Subject: RE: Docket No. 51023 - Proposed Schedule Tweaks [IMAN-JWDOCS.FID4061346]
Date: Wednesday, February 24, 2021 5:26:36 PM
Attachments: image001.png

Kirk,

My clients intend to uphold their agreement with CPS. We support the Commission routing on Segment 46/46a, and that is very clear in our testimony.

My understanding of what I told Wendy Harvel was that Anaqua/Jauer's proposed modification doesn't impact my clients' properties, so she could list us as unopposed to the ***modification***. My discussions with Wendy separated out the issue of my clients' position on Anaqua/Jauer's ***motion***, and I told her that because we didn't want to cause CPS any heartburn, we would not take a position on whether the Commission should certify Anaqua/Jauer's requested issues. I didn't see the motion before it was filed, but on page 3 it specifies that our entities are ("unopposed") to the ***modification***, which appears to be consistent with that discussion. That said, I was under the impression that the motion would also have a list of parties that supported/were unopposed to the *motion*, which would have made this distinction clearer.

I don't read our agreement as committing my clients one way or the other with respect to other parties' proposed modifications. Nor do I interpret a commitment to support routing down 46/46a as requiring us to either oppose or remain silent on all other routing options or proposed modifications. To be clear, ***my clients will only ever express support for routes that contain 46/46a, and they will not express support for any route that does not contain those segments***. That said, I don't think our agreement prohibits my clients from saying that they do not oppose the Commission putting the line somewhere else.

I'm happy to discuss this with you more. The Dreisses value their relationship with CPS and intend to uphold their agreement in all respects.

Thanks,

Michael McMillin | Thompson & Knight LLP
Associate

98 San Jacinto Blvd., Suite 1900, Austin, TX 78701
512.404.6708 (direct) | 956.244.1134 (cell) | michael.mcmillin@tklaw.com
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> **From:** Rasmussen, Kirk <krasmussen@jw.com>
> **Sent:** Wednesday, February 24, 2021 3:37 PM
> **To:** McMillin, Michael <Michael.McMillin@tklaw.com>
> **Cc:** Bennett, Craig <cbennett@jw.com>

Subject: RE: Docket No. 51023 - Proposed Schedule Tweaks [IMAN-JWDOCS.FID4061346]

Unopposed to the motion is not consistent with supporting the Commission routing on Segment 46. You all really want to risk our agreement over this motion?

Kirk Rasmussen
512-968-4566

From: McMillin, Michael <Michael.McMillin@tklaw.com>
Sent: Wednesday, February 24, 2021 1:07 PM
To: Rasmussen, Kirk <krasmussen@jw.com>
Cc: Bennett, Craig <cbennett@jw.com>; Dunekack, Lee Ann <ldunekack@jw.com>
Subject: RE: Docket No. 51023 - Proposed Schedule Tweaks [IMAN-JWDOCS.FID4061346]

****RECEIVED FROM EXTERNAL SENDER – USE CAUTION****

Kirk,

My clients are on board with this proposal.

Thanks,

Michael McMillin | Thompson & Knight LLP
Associate

98 San Jacinto Blvd., Suite 1900, Austin, TX 78701
512.404.6708 (direct) | 956.244.1134 (cell) | michael.mcmillin@tklaw.com
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> **From:** Rasmussen, Kirk <krasmussen@jw.com>
> **Sent:** Wednesday, February 24, 2021 1:01 PM
> **To:** kdgiles@cpsenergy.com; Adam Marin (ARMarin@CPSEnergy.com) <ARMarin@CPSEnergy.com>
> **Cc:** Bennett, Craig <cbennett@jw.com>; Dunekack, Lee Ann <ldunekack@jw.com>
> **Subject:** Docket No. 51023 - Proposed Schedule Tweaks [IMAN-JWDOCS.FID4061346]
>
> All Parties to Docket 51023:
>
> Thank you all for your patience over the last week and a half. Based on my previous emails and in accordance with the recent order by the Administrative Law Judges at the State Office of Administrative Hearings, CPS Energy proposes the following minor adjustments to the current procedural schedule. Please let me know by Friday if you cannot agree with these proposed changes.
>
> 1. The time for objecting to intervenor testimony was cut from 9 days to 7