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PUC DOCKET NO. 52321

APPLICATION OF THE ELECTRIC	§	BEFORE THE
RELIABILITY COUNCIL OF TEXAS,	§	
INC. FOR A DEBT OBLIGATION	§	PUBLIC UTILITY COMMISSION
ORDER UNDER PURA CHAPTER 39,	§	
SUBCHAPTER M, AND REQUEST	§	
FOR A GOOD CAUSE EXCEPTION	§	OF TEXAS

**CITY OF AUSTIN D/B/A AUSTIN ENERGY'S
FIRST REQUEST FOR INFORMATION TO ERCOT**

The City of Austin d/b/a Austin Energy (Austin Energy) files this First Request for Information to the Electric Reliability Council of Texas (ERCOT) in the above-styled docket. ERCOT is hereby requested to furnish one copy of all items of information enumerated on the attached sheets directly to the undersigned attorney at the offices of Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701, within seven (7) calendar days. These requests shall be deemed continuing so as to require further and supplemental responses if ERCOT receives or generates additional information within the scope of these requests between the time of the original response and the time of the hearings. Also, where data is requested, provide it in hard copy and Excel format.

DEFINITIONS AND INSTRUCTIONS

A. "Electric Reliability Council of Texas" or "ERCOT" refers to its parents, affiliates and subsidiaries, and any person acting or purporting to act on its behalf, including without limitation, attorneys, agents, advisors, investigators, representatives, employees or other persons.

B. The term "document" shall have the broadest meaning possible under the Texas Rules of Civil Procedure and shall include, but not be limited to, the original (or a copy when the original is not available), each non-identical copy (including those which are non-identical by reason of notations or marking, or by appearing in the files of a separate person), and any books, notebooks, pamphlets, periodicals, letters, reports, memoranda, handwritten notes, notations, messages, telegrams, wires, cables, press or news wire releases, records, studies, analyses, summaries, magazines, booklets, circulars, catalogs, bulletins, instructions, operating or maintenance manuals, operating or product specifications, fabrication sheets, test data, design specifications, parts lists, calendars, day-timers, notes or records of meetings, notices, purchase orders, bills, ledgers, checks, tabulations, questionnaires, surveys, drawings, sketches, schematics, blueprints, flow sheets, working papers, charts, graphs, indices, tapes, agreements, releases, appraisals, valuations, estimates, opinions, financial statements, accounting records, income

statements, photographs, films or videotapes, back-up tapes, minutes, contracts, leases, invoices, records of purchase or sale, correspondence, electronic or other transcription or tapings of or notes pertaining to telephone or personal conversations or conferences, tape recordings, electromagnetic recordings, voice mail message or transcriptions thereof, interoffice communications of all types, e-mail messages, printouts of e-mail messages, instant messages or printouts thereof, microfilms, electronic databases, CDs, DVDs, videotapes or cassettes, films, movies, computer printouts and any and all other written, printed, typed, punched, engraved, taped, filmed, recorded (electronically or otherwise), labeled, or graphic matter, of whatever description, however produced or reproduced (including computer-stored or generated data, together with instructions or programs necessary to search and retrieve such data), and shall include all attachments to (including tangible things) and enclosures with (including tangible things) any requested item, to which they are attached or with which they are enclosed, and each draft thereof. A draft of a non-identical copy is a separate document within the meaning of this term. An electronic copy of a paper documents is a separate document within the meaning of this term.

C. Pursuant to Tex. R. Civ. P. 196.4, Austin Energy specifically requests that any electronic or magnetic data (which is included in the definition of “document”) that is responsive to a request herein be produced on CD-Rom in a format that is compatible with Microsoft Office and/or Word Perfect and be produced with your response to these requests. Austin Energy further requests that ERCOT produce electronic copies of all paper documents, including any metadata attached to such documents, and produce all electronic originals or all responsive documents.

D. The terms “and” and “or” shall be construed both disjunctively and conjunctively as necessary to make the request inclusive rather than exclusive.

E. “Each” shall be construed to include the word “every” and “every” shall be construed to include the word “each.”

F. “Any” shall be construed to include “all” and “all” shall be construed to include “any.”

G. The term “concerning,” or one of its inflections, includes the following meanings: relating to; referring to; pertaining to; regarding; discussing; mentioning; containing; reflecting; evidencing; describing; showing; identifying; providing; disproving; consisting of; supporting; contradicting; in any way legally, logically or factually connected with the matter to which the term refers; or having a tendency to prove or disprove the matter to which the term refers.

H. The term “including,” or one of its inflections, means and refers to “including but not limited to.”

I. Words used in the plural shall also be taken to mean and include the singular. Words used in the singular shall also be taken to mean and include the plural.

J. The present tense shall be construed to include the past tense, and the past tense shall be construed to include the present tense.

K. If any document is withheld under any claim of privilege, please furnish a list identifying each document for which a privilege is claimed, together with the following

information: date, sender, recipients or copies, subject matter of the document, and the basis upon which such privilege is claimed.

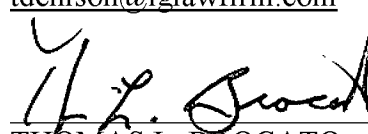
L. Pursuant to 16 Tex. Admin. Code § 22.144(h)(4), if the response to any request is voluminous, please provide a detailed index of the voluminous material.

M. If the information requested is included in previously furnished exhibits, workpapers, responses to other discovery inquiries or otherwise, in hard copy or electronic format, please furnish specific references thereto, including Bates Stamp page citations and detailed cross references.

Respectfully submitted,

**LLOYD GOSSELINK ROCHELLE
& TOWNSEND, P.C.**

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CERTIFICATE OF SERVICE

I certify that, unless otherwise ordered by the presiding officer, notice of the filing of this document was provided to all parties of record via electronic mail on July 26, 2021, in accordance with the Order Suspending Rules, issued in Project No. 50664.



THOMAS L. BROCATO

PUC DOCKET NO. 52321

AUSTIN ENERGY'S FIRST RFI TO ERCOT

AE 1-1 ERCOT's application and testimony propose using \$318 million of the \$800 million in proceeds available for the default balance to pay amounts owed to market participants short-paid due to short payments by terminated competitive wholesale market participants.¹ Two market participants, Brazos Electric Power Cooperative and Rayburn Electric Cooperative are in default with ERCOT and still participating in the ERCOT market.

- i How does ERCOT plan to address the allocation of these funds to entities that remain in default?
- ii Will those funds be used to reduce the entities' default amounts and then distributed to other short paid market participants?
- iii Are there any complications to this due to Brazos Electric Power Cooperative's bankruptcy?

AE 1-2 ERCOT's application and testimony indicates that, per language found in HB 4492, ERCOT will use the same allocated pro rata share methodology under which the default charges would otherwise be uplifted under the ERCOT Protocols in effect on March 1, 2021.² Does this mean that ERCOT would make the calculation using the exact same formula found in Protocol Section 9.19.1 in effect on March 2021, regardless of any changes in protocol language approved by the ERCOT Board of Directors after March 1, 2021?

¹ See pp. 5-7 of ERCOT's Application for a Debt Obligation Order to Finance Default Balances Under PURA Chapter 39, Subchapter M and Request for Good Cause Exception, and p. 17 of the associated Direct Testimony of Sean Taylor, CFO of ERCOT.

² See pp. 7-9 of ERCOT's Application for a Debt Obligation Order to Finance Default Balances Under PURA Chapter 39, Subchapter M and Request for Good Cause Exception, and pp. 30-37 of the associated Direct Testimony of Kenan Ogelman, VP of Commercial Operations, ERCOT.