



Filing Receipt

Filing Date - 2023-09-21 02:51:48 PM

Control Number - 53377

Item Number - 383

**SOAH DOCKET NO. 473-23-04518
PUC DOCKET NO. 53377**

COMPLAINT OF ENGIE ENERGY	§	BEFORE THE STATE OFFICE
MARKETING NA, INC. AND VIRIDITY	§	
ENERGY SOLUTIONS, INC. AGAINST	§	OF
THE ELECTRIC RELIABILITY	§	
COUNCIL OF TEXAS, INC.	§	ADMINISTRATIVE HEARINGS

**ELECTRIC RELIABILITY COUNCIL OF TEXAS, INC.’S
SIXTH SET OF REQUESTS FOR INFORMATION TO
VIRIDITY ENERGY SOLUTIONS, INC.**

Electric Reliability Council of Texas, Inc. (“ERCOT”) serves this Sixth Set of Requests for Information (“RFI”) on Viridity Energy Solutions, Inc. (“Viridity”). Under SOAH Order Nos. 2 and 10 in this proceeding, responses to ERCOT’s Sixth Set of RFIs are due within 14 calendar days after Viridity’s receipt of the RFIs.

DEFINITIONS

The following definitions apply to each of the RFIs, instructions, and definition set forth in this document:

1. The term “ERCOT” shall mean Electric Reliability Council of Texas, Inc. and its representatives.
2. The term “Viridity” shall collectively mean Viridity Energy Solutions, Inc. and its representatives, and Viridity Energy, Inc. and its representatives.
3. The term “representatives,” as used in Definitions 1 and 2 above includes all employees, officers, directors, independent contractors, in-house counsel, outside counsel, or other persons acting on the entity’s behalf, including without limitation, representatives of the entity’s parent company, subsidiary, affiliates, members, or managers.
4. The term “communication” shall include all verbal and written communications (including written records of verbal communications) of every kind, including but not limited to, telephone calls, conferences, letters, electronic mail (e-mail), modem transfers, and all memoranda or other documents concerning the requested item. When communications are not in writing, provide copies of all memoranda and documents and describe in full the substance of the communication to the extent that substance is not reflected in the memoranda and documents provided and to the extent it is within the knowledge of Viridity or its representatives.
5. “Documents” refers to all writings and records of every type, including e-mails or other electronic media, in the possession, control, or custody of Viridity, whether produced or

stored by any process, including magnetically or electronically. “Documents” shall also refer to copies of documents, even though the originals of those documents are not in the possession, custody, or control of Viridity, every copy of a document which contains handwritten or other notations or which otherwise does not duplicate the original or any other copy, and all attachments to any documents.

6. Any term not specifically defined herein shall have the meaning set forth in Section 2 of the ERCOT Protocols.
7. Pursuant to Rule 196.4 of the Texas Rules of Civil Procedure, ERCOT specifically requests production of electronic or magnetic data (included in the definition of document) that is responsive to a request be produced on CD-ROM, DVD, or USB in a format that is compatible with Adobe Acrobat, Microsoft Word, or Microsoft Excel. If a particular type of data cannot be made compatible with these formats, please confer with the attorney(s) listed in the General Instructions to determine a mutually agreeable format.
8. The term “e-mail” includes the entire string and all attachments found anywhere in the e-mail string.
9. The term “concerning” 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.
10. The term “Viridity Imbalance Charge Dispute” refers to the Alternative Dispute Resolution process that Michael Pavo discusses at page 44, lines 11-12 of his rebuttal testimony.
11. The term “Disputed Payment Period” refers to the period from 12:00 a.m. on February 16, 2021 to 9:00 a.m. on February 19, 2021.

GENERAL INSTRUCTIONS

The following General Instructions apply to each of the RFIs by ERCOT:

1. Please provide all narrative responses in hard copy, on separate pages for each response, with the question restated at the top of the page. Where possible, please also provide responses via e-mail including all exhibits that are electronically available.
2. For each responsive answer, please identify the individual(s) responsible for its preparation, and the witness sponsoring the answer provided.
3. If a data request can be answered in whole or in part by reference to the response to a preceding or subsequent data request, including data requests of Commission Staff and other parties, so indicate. Specify the preceding or subsequent data request by participant or party and by number, and state whether it is claimed that the response to the preceding or subsequent data request is a full response to the instant data request. If not, furnish the balance of the response needed to complete a full reply.

4. In the event any document requested in this request is unavailable, describe in detail the reasons the document is unavailable.
5. When an RFI requests copies of previously filed testimony, please provide either: (a) an electronic or paper copy of the testimony itself; or (b) sufficient information for ERCOT to retrieve the testimony from a publicly available source, including: (i) the jurisdiction in which the testimony was filed; (ii) the docket number of the proceeding in which the testimony was filed; (iii) the date the testimony was filed; and (iv) if available, an electronic link to the testimony itself, rather than just a link to the jurisdiction's website.
6. When producing documents pursuant to these RFIs, designate on the document or group of documents the RFI(s) in response to which the document(s) are produced.
7. In answering any of these RFIs, if there is any ambiguity in interpreting either the request or a definition or instruction applied thereto, please contact Ron Moss at:

Winstead P.C.
401 Congress Avenue, Suite 2100
Austin, Texas 78701
Telephone: (512) 370-2867
Facsimile: (512) 370-2850
Email: rhmos@winstead.com

If that is not possible, set forth the language deemed to be ambiguous and the interpretation chosen or used in responding to the request.

8. These data requests are continuing in nature and require supplemental responses when further or different information with respect to any of them is obtained.
9. Use of the singular or plural word form in a data request is not to be interpreted to exclude information or documents from the scope or intent of the specific request.
10. The terms "and" and "or" shall be construed either disjunctively or conjunctively whenever appropriate in order to bring within the scope of these requests any information or documents which might otherwise be considered to be beyond their scope.
11. If any document covered by this request is withheld for whatever reason, please furnish a list identifying all withheld documents in the following manner
 - (a) the reason for withholding;
 - (b) the date of the document;
 - (c) a brief description of the document;
 - (d) the name of each author or preparer;
 - (e) the name of each person who received the document; and
 - (f) a statement constituting the basis for withholding the document.
12. If Viridity declines to respond to any request for information or data on the basis of privilege, please state as to each such request an explanation for the refusal. Identify those documents and communications that are withheld from the response to each specific data request. The identification shall be served within the time specified by the presiding examiner for this proceeding and in accordance with the Rules of the Commission, and shall:

- (a) specify the date of the document, its author(s) (with title and designation if an attorney), and recipients (with title and designation if an attorney);
- (b) contain a brief summary of the subject matter of the document; and
- (c) contain a brief statement of the reason that, in your opinion, the assertion of privilege is justified.

13. Please provide data responses as they become available.

Respectfully submitted,

/s/ Elliot Clark

Chad V. Seely
Senior Vice President and General Counsel
Texas Bar No. 24037466
(512) 225-7035
chad.seely@ercot.com

Brandon Gleason
Deputy General Counsel
Texas Bar No. 24038679
(512) 275-7442 (Phone)
brandon.gleason@ercot.com

Douglas Fohn
Assistant General Counsel
State Bar No. 24036578
(512) 275-7447 (Phone)
douglas.fohn@ercot.com

ERCOT
8000 Metropolis Drive, Bldg. E, Suite 100
Austin, Texas 78744

Ron H. Moss
State Bar No. 14591025
Elliot Clark
State Bar No. 24012428
Elin Isenhower
State Bar No. 24104206
WINSTEAD PC
401 Congress Avenue, Suite 2100
Austin, Texas 78701
Telephone: (512) 370-2867
Facsimile: (512) 370-2850
Email: rhmos@winstead.com
eclark@winstead.com
eisenhower@winstead.com

ATTORNEYS FOR ELECTRIC RELIABILITY COUNCIL OF TEXAS, INC.

CERTIFICATE OF SERVICE

I hereby certify that a copy of this document was served on all parties of record to this proceeding on September 21, 2023 by email, in accordance with Second Order Suspending Rules issued on July 16, 2020 in Project No. 50664.

/s/ Elliot Clark

Elliot Clark

ERCOT'S SIXTH SET OF REQUESTS FOR INFORMATION TO VIRIDITY

ERCOT 6-1:

Please refer to the rebuttal testimony of Michael Pavo at page 44, lines 11-12. Please explain the current status and outcome, if any, of the Viridity Imbalance Charge Dispute.

ERCOT 6-2:

Please refer to the rebuttal testimony of Michael Pavo at page 44, lines 11-12.

- a. Please admit that Viridity voluntarily withdrew the Viridity Imbalance Charge Dispute.
- b. If your answer is anything other than “admit,” please explain in detail the basis for your answer and provide any documents that support your answer.

ERCOT 6-3:

Please refer to the rebuttal testimony of Michael Pavo at page 9, lines 8-15.

- a. Please admit that at the time of the RRS deployment on Operating Day February 15, 2021, Viridity had an Ancillary Service Supply Responsibility that included at least 117 MW of RRS from Non-Controllable Load Resources.
- b. If the answer to subpart (a) is anything other than an unqualified “admit,” please provide a detailed explanation for your answer, including the MW amount of Ancillary Service Supply Responsibility that you contend Viridity had at the time of RRS deployment on Operating Day February 15, 2021.
- c. Please admit that for the last 15-minute Settlement Interval for Operating Day February 15, 2021, Viridity had an Ancillary Service Supply Responsibility that included at least 117 MW of RRS from Non-Controllable Load Resources.
- d. If the answer to subpart (c) is anything other than an unqualified “admit,” please provide a detailed explanation for your answer, including the MW amount of Ancillary Service Supply Responsibility that you contend Viridity had during the last fifteen-minute Settlement Interval for Operating Day February 15, 2021.

ERCOT 6-4:

Please refer to the rebuttal testimony of Michael Pavo at page 9, lines 8-15.

- a. Please admit that Viridity did not have a Real-Time Ancillary Service Supply Responsibility for RRS for any 15-minute Settlement Interval on February 16, 2021.

- b. If your answer to subpart (a) is anything other than an unqualified “admit,” please provide a detailed explanation for your answer, including the MW amount of Real-Time Ancillary Service Supply Responsibility for any 15-minute Settlement Interval on Operating Day February 16, 2021 you contend Viridity had, and produce all documents, information or data showing that amount, and explain where the documents, information or data came from and who created them and when they were created.

ERCOT 6-5:

Please refer to the rebuttal testimony of Michael Pavo at page 9, lines 8-15.

- a. Please admit that Viridity did not have a Real-Time Ancillary Service Supply Responsibility for RRS for any 15-minute Settlement Interval on Operating Day February 17, 2021.
- b. If your answer to subpart (a) is anything other than an unqualified “admit,” please provide a detailed explanation for your answer, including the MW amount of Real-Time Ancillary Service Supply Responsibility for any 15-minute Settlement Interval on Operating Day February 17, 2021 you contend Viridity had, and produce all documents, information or data showing that amount, and explain where the documents, information or data came from and who created them and when they were created.

ERCOT 6-6:

Please refer to the rebuttal testimony of Michael Pavo at page 9, lines 8-15.

- a. Please admit that Viridity did not have a Real-Time Ancillary Service Supply Responsibility for RRS for any 15-minute Settlement Interval on Operating Day February 18, 2021.
- b. If your answer to subpart (a) is anything other than an unqualified “admit,” please provide a detailed explanation for your answer, including the MW amount of Real-Time Ancillary Service Supply Responsibility for any 15-minute Settlement Interval on Operating Day February 18, 2021 you contend Viridity had, and produce all documents, information or data showing that amount, and explain where the documents, information or data came from and who created them and when they were created.

ERCOT 6-7:

Please refer to the rebuttal testimony of Michael Pavo at page 9, lines 8-15.

- a. Please admit that Viridity did not have a Real-Time Ancillary Service Supply Responsibility for RRS that included RRS provided from Non-Controllable Load

Resources for any 15-minute Settlement Interval at or before 9:00 a.m. on Operating Day February 19, 2021.

- b. If your answer to subpart (a) is anything other than an unqualified “admit,” please provide a detailed explanation for your answer, including the MW amount of Real-Time Ancillary Service Supply Responsibility for any 15-minute Settlement Interval at or before 9:00 a.m. on Operating Day February 19, 2021 you contend Viridity had, and produce all documents, information or data showing that amount, and explain where the documents, information or data came from and who created them and when they were created.

ERCOT 6-8:

Please refer to the rebuttal testimony of Michael Pavo at page 13, lines 3-18.

- a. Please admit that Viridity did not have a validated Real-Time RRS Ancillary Service Schedule for any 15-minute Settlement Interval on Operating Day February 16, 2021.
- b. If your answer is anything other than an unqualified “admit,” please provide a detailed explanation for your answer, including the MW amount of Real-Time RRS Ancillary Service Schedule for any 15-minute Settlement Interval on Operating Day February 16, 2021 you contend Viridity had, and produce all documents, information or data showing that amount, and explain where the documents, information or data came from and who created them and when they were created.

ERCOT 6-9:

Please refer to the rebuttal testimony of Michael Pavo at page 13, lines 3-18.

- a. Please admit that Viridity did not have a validated Real-Time RRS Ancillary Service Schedule for any 15-minute Settlement Interval on Operating Day February 17, 2021.
- b. If your answer is anything other than an unqualified “admit,” please provide a detailed explanation for your answer, including the MW amount of Real-Time RRS Ancillary Service Schedule for any 15-minute Settlement Interval on Operating Day February 17, 2021 you contend Viridity had, and produce all documents, information or data showing that amount, and explain where the documents, information or data came from and who created them and when they were created.

ERCOT 6-10:

Please refer to the rebuttal testimony of Michael Pavo at page 13, lines 3-18.

- a. Please admit that Viridity did not have a validated Real-Time RRS Ancillary Service Schedule for any 15-minute Settlement Interval on Operating Day February 18, 2021.
- b. If your answer is anything other than an unqualified “admit,” please provide a detailed explanation for your answer, including the MW amount of Real-Time RRS Ancillary Service Schedule for any 15-minute Settlement Interval on Operating Day February 18, 2021 you contend Viridity had, and produce all documents, information or data showing that amount, and explain where the documents, information or data came from and who created them and when they were created.

ERCOT 6-11:

Please refer to the rebuttal testimony of Michael Pavo at page 13, lines 3-18.

- a. Please admit that Viridity did not have a validated Real-Time RRS Ancillary Service Schedule for any Non-Controllable Load Resource for any 15-minute Settlement Interval at or before 9:00 a.m. on Operating Day February 19, 2021.
- b. If your answer is anything other than an unqualified “admit,” please provide a detailed explanation for your answer, including the MW amount of Real-Time RRS Ancillary Service Schedule for any 15-minute Settlement Interval at or before 9:00 a.m. on Operating Day February 19, 2021 you contend Viridity had, and produce all documents, information or data showing that amount, and explain where the documents, information or data came from and who created them and when they were created.

ERCOT 6-12:

Please refer to the rebuttal testimony of Michael Pavo at pages 11-12. Does Viridity contend that its Ancillary Service Supply Responsibility for Operating Day February 15, 2021 should be continued and applicable for the Disputed Payment Period?

- a. If so, does it contend the MW amount of that Ancillary Service Supply Responsibility should be the amount that was in place upon deployment on February 15, 2021 at approximately 1:07 am, the amount that was in place for the last 15-minute Settlement Interval on February 15, 2021, or some other amount?
- b. Please explain in detail the basis for your answer and identify each Protocol that Viridity relies on for its contention and its MW amount and Settlement Interval answer.

ERCOT 6-13:

Please refer to the rebuttal testimony of Michael Pavo at page 9, lines 8-15.

- a. Please admit that for the last 15-minute interval for Operating Day February 15, 2021, Viridity's Non-Controllable Load Resources had an aggregate Ancillary Service Resource Responsibility of at least 117 MW.
- b. If your answer is anything other than an unqualified "admit," please provide a detailed explanation for your answer, including the aggregate MW amount of Ancillary Service Resource Responsibility that you contend Viridity's Non-Controllable Load Resources had during the last fifteen-minute interval for Operating Day February 15, 2021.

ERCOT 6-14:

Please refer to the rebuttal testimony of Michael Pavo at page 9, lines 8-15.

- a. Please admit that at the time Viridity received ERCOT's initial Dispatch Instruction at approximately 1:07 a.m. on Operating Day February 15, 2021, Viridity's Non-Controllable Load Resources had an aggregate Ancillary Service Resource Responsibility of at least 117 MW.
- b. If your answer is anything other than an unqualified "admit," please provide a detailed explanation for your answer, including the aggregate MW amount of Ancillary Service Resource Responsibility that you contend Viridity's Non-Controllable Load Resources had at the time Viridity received ERCOT's initial Dispatch Instruction at approximately 1:07 a.m. on Operating Day February 15, 2021.

ERCOT 6-15:

Please refer to the rebuttal testimony of Michael Pavo at page 9, lines 8-15.

- a. Please admit that Viridity's telemetry during the Disputed Payment Period reported 0 MW of Ancillary Service Resource Responsibility for Non-Controllable Resources represented by Viridity.
- b. If your answer is anything other than an unqualified "admit," please provide a detailed explanation for your answer, including the MW of Ancillary Service Resource Responsibility for Non-Controllable Resources represented in Viridity's telemetry during the Disputed Payment Period.

ERCOT 6-16:

Please refer to the rebuttal testimony of Jess Totten at page 35.

- a. Please admit that Viridity did not seek a good cause exception in its Amended Complaint and Appeal filed on August 18, 2022. *See* Dkt. 53377-90.

- b. If the answer is anything other than “admit,” please point to the specific page on which Viridity sought a good cause exception in its Amended Complaint and Appeal filed on August 18, 2022.

ERCOT 6-17:

Please refer to the rebuttal testimony of Jess Totten at page 35.

- a. Please identify each Protocol provision for which Viridity seeks a good cause exception.
- b. For each Protocol provision listed in response to subpart (a), please describe in detail all reasons why Viridity claims it should be granted a good cause exception.

ERCOT 6-18:

Please refer to the rebuttal testimony of Michael Pavo at page 18, lines 5-15. Please produce all communications between Viridity and PPM related to imbalance charges for Operating Day February 15, 2021 and/or the Disputed Payment Period.

ERCOT 6-19:

Please produce all communications between Viridity and Lone Star Demand Response related to imbalance charges for Operating Day February 15, 2021 and/or the Disputed Payment Period.