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**SOAH DOCKET NO. 473-24-13232
PUC DOCKET NO. 56211**

**APPLICATION OF CENTERPOINT § BEFORE THE STATE OFFICE
ENERGY HOUSTON ELECTRIC, LLC § OF
FOR AUTHORITY TO CHANGE RATES § ADMINISTRATIVE HEARINGS**

**TEXAS INDUSTRIAL ENERGY CONSUMERS FOURTH REQUEST FOR
INFORMATION TO CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC**

Pursuant to 16 T.A.C. § 22.144, Texas Industrial Energy Consumers (“TIEC”) requests that CenterPoint Energy Houston Electric, LLC (“CenterPoint”) provide all of the information requested in Exhibit “A” within the time frame specified under the procedural schedule set in this proceeding.

Pursuant to 16 T.A.C. § 22.144(c)(2), TIEC further requests that answers to the requests for information be made under oath. Each answer should identify the person responsible for preparing that answer (other than the purely clerical aspects of its preparation) and the name of the witness in this proceeding who will sponsor the answer and who can vouch for its accuracy. In producing documents pursuant to this request for information, please indicate the specific request(s) to which the document is being produced. These requests are continuing in nature, and should there be, for any reason, a change in circumstances which would modify or change an answer supplied by you, such changed answer should be submitted immediately as a supplement to your original answer pursuant to 16 T.A.C. § 22.144(i). Please answer each request and sub-request in the order in which they are listed and in sufficient detail to provide a complete and accurate answer to the request. TIEC further requests that each item of information be made available as it is completed, rather than upon compilation of all information requested.

All information responsive to the requests on the attached Exhibit “A” should be sent to the following persons via overnight courier, on a piecemeal basis as individual items become available:

Katherine L. Coleman
Michael A. McMillin
John R. Hubbard
O'Melveny & Myers LLP
303 Colorado St., Suite 2750
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(737) 261-8600
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ommesevice@omm.com

DEFINITIONS AND INSTRUCTIONS

A. “CenterPoint Energy Houston Electric, LLC”, “CenterPoint”, “the Company” or “you” refers to CenterPoint Energy Houston Electric, LLC, and its affiliates, subsidiaries, and any person acting or purporting to act on their behalf, including without limitation, attorneys, agents, advisors, investigators, representatives, employees or other persons.

B. The terms “document” or “documents” are used in their broadest sense to include, by way of illustration and not limitation, all written or graphic matter of every kind and description whether printed, produced, reproduced or stored by any process whether visually, magnetically, mechanically, electronically or by hand, whether final or draft, original or reproduction, whether or not claimed to be privileged or otherwise excludable from discovery, and whether or not in your actual or constructive possession, custody, or control. The terms include writings, correspondence, telegrams, memoranda, studies, reports, surveys, statistical compilations, notes, calendars, tapes, computer disks, data on computer drives, e-mail, cards, recordings, contracts, agreements, invoices, licenses, diaries, journals, accounts, pamphlets, books, ledgers, publications, microfilm, microfiche and any other data compilations from which information can be obtained and translated, by you if necessary, into reasonably usable form. The definition includes electronic information that has been deleted. “Document” or “documents” shall also include every copy of a document where the copy contains any commentary or notation of any kind that does not appear on the original or any other copy.

C. Pursuant to Rule 196.4 of the Texas Rules of Civil Procedure, TIEC specifically requests that any electronic or magnetic information (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 Adobe Acrobat, Microsoft, Macintosh and/or Word Perfect and be produced with your response to these requests. If emails are responsive to these requests, please provide a searchable .pdf copy of the entire email string. Attachments to emails should be provided with the email in searchable .pdf form, unless it is stored in a different format, in which the attachment should be produced in its native format and provided on CD-Rom.

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 claims of privilege, please furnish a list identifying each document for which a privilege is claimed together with the following information: date, sender, recipients of copies, subject matter of the document, and the basis upon which such privilege is claimed. This instruction is not intended to impose an obligation greater than contemplated by the Commission’s rules and any applicable orders in this case.

L. Pursuant to 16 T.A.C. § 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, and 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.

N. The term “emails” includes the entire email string and all attachments found anywhere within the email string. Please refer to paragraph “D.” regarding specific instructions for producing such items.

O. “Communications” refers to correspondence of any kind, including emails.

P. “Identify” and “describe” shall have the meaning set forth below according to the context in which the term is used:

- i. When used in reference to an individual, shall mean to state his or her full name, business affiliation, job title, and business address and telephone number;

- ii. When used in reference to a corporation, shall mean to state its full name, its state of incorporation, its address and its principal place of business;
- iii. When used in reference to any entity other than an individual or corporation, shall mean to state its official name, its organizational form and its address;
- iv. When used in reference to a document, shall mean to state the type of document, date, author, addressee, title, its present location, the name and address of its custodian, and the substance of the contents thereof. In lieu of identifying any document, copies thereof may be furnished; and
- v. When used in reference to a communication, shall mean to state the form of the communication (e.g., telephone conversation, letter, telegram, teletype, telecopy, written memorandum, face to face conversation, or any other form), the date of the communication or the dates on which the communication was sent and/or received if not the same, the parties to the communication, the party who initiated it, the substance of the communication, and the present location and the name and address of the custodian if the communication was non-verbal and/or of any written memorialization of the communication.

Respectfully submitted,

O'MELVENY & MYERS LLP

/s/ Michael A. McMillin

Katherine L. Coleman

State Bar No. 24059596

Michael A. McMillin

State Bar No. 24088034

John R. Hubbard

State Bar No. 24120909

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**ATTORNEYS FOR TEXAS INDUSTRIAL
ENERGY CONSUMERS**

CERTIFICATE OF SERVICE

I, John R. Hubbard, Attorney for TIEC, hereby certify that a copy of this document was served on all parties of record in this proceeding on this 2nd day of May, 2024 by electronic mail, facsimile, and/or First Class, U.S. Mail, Postage Prepaid.

/s/ John R. Hubbard

John R. Hubbard

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The following requests pertain to the Direct Testimony of Mr. John R. Durland.

- TIEC 4-1** Provide all cost analysis supporting the proposed Load Study Charge.
- TIEC 4-2** Please explain why CEHE’s proposed Load Study Charge is different from the load study fees currently charged by ERCOT.
- TIEC 4-3** Please provide any examples of similar load and stability study fees currently charged by any utility in ERCOT.
- TIEC 4-4** Referring to page 28, line 2-4, the Load Study Charge would be for “new or added load of 10 MW or more.” However, Exhibit JRD-08 Redlined Retail Delivery Service Tariff Sheet No. 6.5 states that “Company will waive this load study requirement and study fee for new loads and load additions of less than 10 MW, unless Company or ERCOT determines that a load study is required...” (emphasis added). Please explain how there is any MW limit to this Load Study Charge being assessed at CEHE’s discretion when the criteria for the charge is CEHE’s determination that a study is needed.
- TIEC 4-5** Referring to page 28, line 7-10, please provide the 10 MW and greater customer load request data for 2019, 2020, 2021, 2022, and 2023. Each request should include name, location, MW, construction cost, projected ready-for-use date, and which Load Study Charges would have applied if this tariff was in place. For each year, categorize the project status into Requested, Under FEA Contract, In Active Construction, and Complete. If CEHE already has substantially similar categorizations for project tracking, then substitution of internal categories is acceptable.
- TIEC 4-6** Referring to page 28, line 12-16, according to Mr. Mercado’s direct testimony on page 46, line 2-5, CEHE is “currently studying 29 new customer load projects, with an aggregate demand of approximately 9,899 MW, which is nearly twice the size of the entire non-coincident peak transmission customer demand in Summer 2023.” Please explain why charging a non-refundable load study fee on new requests does not discriminate against new customer requests when it appears that CEHE is already successfully ramping and committed to supporting a major load increase without this fee.

TIEC 4-7 Referring to page 28, line 14-16, did CEHE consider other methods for managing customer load requests other than a non-refundable fee so that CEHE can “weed out customers requesting a Load Study that do not have serious plans to start their project?” If so, please provide the other methods considered and the study between the methods that show this is best or only method that will accomplish the goal.