

# **Filing Receipt**

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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

# May 16, 2024

Contact: Peggy Sorum CenterPoint Energy, Inc 1005 Congress Avenue, Suite 650 Austin, Texas 78701 Tel No: (512) 397-3077 Fax: (512) 397-3050

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 Please note that the discovery responses were prepared under the direction of the sponsors.

# TEXAS INDUSTRIAL ENERGY CONSUMERS REQUEST NO.: TIEC-RFI03-01

### QUESTION:

To the extent not already provided, please provide all schedules, exhibits, tables, figures and supporting workpapers in electronic format with all formulas intact supporting the testimonies of all CEHE witnesses. This is an ongoing request for all subsequent testimonies.

### ANSWER:

Please see the response to GCCC RFI01-01.

### SPONSOR:

various - see GCCC RFI01-01

## **RESPONSIVE DOCUMENTS:**

# TEXAS INDUSTRIAL ENERGY CONSUMERS REQUEST NO.: TIEC-RFI03-02

### QUESTION:

Please provide copies of all publications and credit reports referenced in or considered by witnesses Ann E. Bulkley and Jacqueline M. Richert. This is an ongoing request for all subsequent testimonies filed by these witnesses.

### ANSWER:

Copies of all publications and credit reports referenced by Jacqueline M. Richert have been provided as part of her Direct Testimony and by Ann Bulkley in response to HCC RFP 02-04.

### SPONSOR:

Jackie Richert / Ann Bulkley

### **RESPONSIVE DOCUMENTS:**

# TEXAS INDUSTRIAL ENERGY CONSUMERS REQUEST NO.: TIEC-RFI03-03

#### QUESTION:

To the extent not already provided, please provide executable electronic copies with formulas and links intact for all charts, tables, figures, schedules and exhibits used in support of the testimony filed by witnesses Ms. Bulkley and Ms. Richert. This is an ongoing request for all subsequent testimonies filed by these witnesses.

### ANSWER:

Supporting calculations and data for Ms. Richert have previously been provided in the attachments to her direct testimony and workpapers. Please also see GCC01-01 Attachment JRichert-01 (CONFIDENTIAL).xls provided in response to GCCC RFI01-01.

Please see Workpapers AEB-1, AEB-7 and AEB-11 through AEB-19 for all workpapers supporting charts, tables and figures in Ms. Bulkley's direct testimony. Ms. Bulkley filed an electronic copy of her exhibits, AEB-2 through AEB-15 with her direct testimony.

### SPONSOR:

Jackie Richert / Ann Bulkley

### **RESPONSIVE DOCUMENTS:**

# TEXAS INDUSTRIAL ENERGY CONSUMERS REQUEST NO.: TIEC-RFI03-04

### QUESTION:

Please provide copies of all credit reports published by Standard & Poor's ("S&P"), Moody's and Fitch Ratings for CEHE, and CenterPoint Energy, Inc ("CNP") issued over the last two years. This is an ongoing request.

### ANSWER:

Please refer to response HCC-RFP02-01.

# SPONSOR:

Jackie Richert

## **RESPONSIVE DOCUMENTS:**

# TEXAS INDUSTRIAL ENERGY CONSUMERS REQUEST NO.: TIEC-RFI03-05

#### QUESTION:

Please provide complete copies of the most recent credit reports issued by S&P, Moody's and Fitch Ratings that discuss the current credit outlook of the regulated utility industry. This is an ongoing request.

### ANSWER:

Please see attachments.

The attachments are confidential and are being provided pursuant to the Protective Order issued in Docket No. 56211.

### SPONSOR:

Jackie Richert

### **RESPONSIVE DOCUMENTS:**

TIEC-RFI-03-05a (Confidential).pdf

TIEC-RFI-03-05b (Confidential).pdf

TIEC-RFI-03-05c (Confidential).pdf

TIEC-RFI-03-05d (Confidential).pdf

# TEXAS INDUSTRIAL ENERGY CONSUMERS REQUEST NO.: TIEC-RFI03-06

#### QUESTION:

Please provide copies of all correspondence, presentations and all other materials that CEHE or its parent company provided to credit and equity analysts over the last two years. This is an ongoing request.

### ANSWER:

Please refer to the response to HCC RFP 02-02 for credit presentations.

Please refer to the Investor Relations website for presentations to equity analysts and the public at the following link: Events & Presentations | CenterPoint Energy, Inc.,

## SPONSOR:

Jackie Richert

### **RESPONSIVE DOCUMENTS:**

# TEXAS INDUSTRIAL ENERGY CONSUMERS REQUEST NO.: TIEC-RFI03-07

#### QUESTION:

Please identify the amount of net income and annual dividend CEHE has paid to its parent company over the last five years.

### ANSWER:

Please refer to the response to TCUC-RFP-01-06 for information on dividends.

Net income information is publicly available in quarterly 10-Q and annual 10-K filings at <u>EDGAR</u> <u>Entity Landing Page (sec.gov)</u>. An annual summary of net income for CEHE is also shown below.

Net Income (\$ M's)	2019	2020	2021	2022	2023
CEHE	\$356	\$334	\$381	\$510	\$593

# SPONSOR:

Jackie Richert

### **RESPONSIVE DOCUMENTS:**

# TEXAS INDUSTRIAL ENERGY CONSUMERS REQUEST NO.: TIEC-RFI03-08

### QUESTION:

On electronic spreadsheet with all formulas intact please provide CEHE's earned and authorized returns on equity over the last five years and provide all financial statements supporting these calculations.

## ANSWER:

Please refer to TCUC-RFP01-10 for CEHE's earned and authorized returns on equity over the last five years.

### SPONSOR:

Kristie Colvin

### **RESPONSIVE DOCUMENTS:**

# TEXAS INDUSTRIAL ENERGY CONSUMERS REQUEST NO.: TIEC-RFI03-09

#### QUESTION:

Please provide a projection of CEHE's capital expenditures out over the next five years, and an estimate of the sources of cash available to fund these capital expenditures broken out by external debt markets, external equity infusions from its parent company, retained earnings, depreciation expense, deferred taxes and other sources (explain). Please also include in this response the funding planned for debt maturity, retirements and/or refinancing over this same time period.

#### ANSWER:

Please see the excel model entitled GCCC01-01 WP Attachment JRichert-01 (CONFIDENTIAL) that provides the 2025-2028 Houston Electric financial statements supporting the table JRichert-9. Please refer to the Cash Flow Statement for sources of funding, assuming a 55/45 capital structure at the requested 10.4% ROE.

Please see the HCC-RFP02-02 response files: HCC-RFP02-02 2024-2026 CNP Financial Plan\_Moodys (confidential).xlsx for cash flows sources of funding in the rating agency plan for 2024, assuming a 57.5/42.5 capital structure at a 9.7% ROE. The same information is also in the similarly named fitch and SP files.

### SPONSOR:

Jackie Richert

### **RESPONSIVE DOCUMENTS:**

# TEXAS INDUSTRIAL ENERGY CONSUMERS REQUEST NO.: TIEC-RFI03-10

#### QUESTION:

In electronic format with all formulas intact, please provide the monthly average balances for construction work in progress and short-term debt for the most recent 13-month period, the test year period. Please identify the amount of short-term debtincluded in the regulatory capital structure, if any.

### ANSWER:

Please see TIEC-RFI03-10 Attachment 1.xlsx for the 13-month average for construction work in progress and short-term debt for the test year period. For the regulatory capital structure of short-term debt, please refer to schedule II-C-2.1.

### SPONSOR:

Kristie Colvin

### **RESPONSIVE DOCUMENTS:**

TIEC-RFI03-10 Attachment 1.xlsx

SOAH DOCKET NO. 473-24-13232 PUC Docket No. 56211 TIEC-RFI03-10 Attachment 1.xlsx Page 1 of 1

#### CenterPoint Energy Houston Electric, LLC 13- Month Average

For the 13 months cuded December 31, 2023

	FERC	FERC ACCOUNT	G/L	G/ L ACCOUNT		
COMPANY CO	DDE ACCOUNT	TITLE	ACCOUNT	TITLE	MONTH/YEAR	BALANCE
0003	2330	Notes Pay-Assoc Co	214010	ST N/P-Assec Co	12/2022	(\$641,971,745)
0003	2330	Notes Pay-Assoc Co	214010	ST N/P-Assoc Co	01/2023	(\$219,246,372)
0003	2330	Notes Pay-Assoc Co	21/4010	ST N/P-Assoc Co	02/2023	(\$318,274,928)
0003	2330	Notes Pay-Assoc Co	214010	ST N/P-Assoc Co	03/2023	\$0
0003	2330	Notes Pay-Assoc Co	214010	ST N/P-Assoc Co	04/2023	\$0
0003	2330	Notes Pay-Assoc Co	21/4010	ST N/P-Assoc Co	05/2023	\$0
0003	2330	Notes Pay-Assoc Co	214010	ST N/P-Assoc Co	06/2023	(\$109,871,921)
0003	2330	Notes Pay-Assoc Co	214010	ST N/P-Assoc Co	07/2023	(\$174,611,181)
0003	2330	Notes Pay-Assoc Co	214010	ST N/P-Assoc Co	08/2023	(\$184,982,216)
0003	2330	Notes Pay-Assoc Co	21/4010	ST N/P-Assoc Co	09/2023	\$0
0003	2330	Notes Pay-Assoc Co	214010	ST N/P-Assoc Co	10/2023	\$0
0003	2330	Notes Pay-Assoc Co	214010	ST N/P-Assoc Co	11/2023	\$0
0003	2330	Notes Pay-Assoc Co	214010	ST N/P-Assoc Co	12/2023	\$0

13-month Average (\$126,842,951)

# TEXAS INDUSTRIAL ENERGY CONSUMERS REQUEST NO.: TIEC-RFI03-11

### QUESTION:

Please explain whether CEHE recorded any goodwill asset on its balance sheet. If affirmative, please state whether the goodwill amount was removed from the Company's equity balance.

### ANSWER:

The Company does not have any goodwill assets recorded on its balance sheet.

### SPONSOR:

Kristie Colvin

### **RESPONSIVE DOCUMENTS:**

# TEXAS INDUSTRIAL ENERGY CONSUMERS REQUEST NO.: TIEC-RFI03-12

### QUESTION:

Please provide the amount of capitalized interest estimated to be paid during the test year related to construction projects for CEHE.

### ANSWER:

The Company's capitalized interest expense paid during the test year for construction projects is \$17,983,517.

### SPONSOR:

Kristie Colvin

## **RESPONSIVE DOCUMENTS:**

# TEXAS INDUSTRIAL ENERGY CONSUMERS REQUEST NO.: TIEC-RFI03-13

#### QUESTION:

In electronic format with all formulas intact, please provide the regulated five-year projected and five-year historical capital structure for CEHE. Please include a breakdown of all sources of equity capital including retained earnings, paid-in capital (equity infusion), and debt capital, both long-term and short-term debt, etc.

### ANSWER:

For the Company's five year historical capital structure, please refer to Schedule V of the EMR in the Projects listed in the response to TCUC-RFP01-10.

Please refer to attachment for five year projected capital structures with sources of equity capital.

The attachment is confidential/highly sensitive and is being provided pursuant to the Protective Order issued in Docket No. 56211.

### SPONSOR:

Jackie Richert

### **RESPONSIVE DOCUMENTS:**

TIEC-RFI03-13 (Confidential\_HSPM).xlsx

# TEXAS INDUSTRIAL ENERGY CONSUMERS REQUEST NO.: TIEC-RFI03-14

### QUESTION:

In electronic format with all formulas intact, please identify the Commission-approved capital structure, cost of capital and rate of return in CEHE's last three regulatory proceedings. Please identify the docket and order numbers.

### ANSWER:

Please refer to the response to TIEC-RFI-01-19.

### SPONSOR: Jackie Richert

# **RESPONSIVE DOCUMENTS:**

# TEXAS INDUSTRIAL ENERGY CONSUMERS REQUEST NO.: TIEC-RFI03-15

#### QUESTION:

Please describe how CEHE accesses external capital. If the Company's external capital is provided by its parent company under a credit agreement, please describe the terms of the credit agreement and the associated service fees.

### ANSWER:

CEHE finances its long-term capital investments through a mix of retained earnings (also commonly referred to as funds from operations), long term debt through capital markets access, and equity infusions from parent as needed. Short term borrowings are used for short term needs such as working capital purposes. CEHE finances in a manner that supports its current credit metrics and rating.

<u>Internally Generated Funds</u>. CEHE's Funds from Operations are typically insufficient to cover 100 percent of its capital investment activities. As a result, CEHE will need to look to external sources for its funding needs, and is typically in a net borrowing position.

<u>Short-Term Debt and the Credit Facility.</u> CEHE accesses short-term debt primarily through the Money Pool. Please see attachment for the Money Pool Agreement.

In addition, CEHE executed its new \$300 million 5-year credit facility in December 2022, with an expiration date of December 6, 2027. CEHE typically does not draw directly on its credit facility, as it is less costly to borrow from the money pool. Because of the hurriance risk associated with CEHE's territory, it is required to have a credit facility in place to provide backup liquidity if needed.

The ongoing annual costs associated with CEHE's credit facility are based on credit rating and are shown in the table below.

Designated Rating	SOFR Margin	ABR Margin	Commitment Fee Rate
Higher than A-/A3	1.000%	0.000%	0,100%
A-/A3	1.125%	0.125%	0.125%
BBB+/Baa1	1.250%	0.250%	0.175%
BBB/Baa2	1.500%	0.500%	0.225%
Lower than BBB/Baa2	1.750%	0.750%	0.275%

### **Long-Term Debt**

When the company's short-term debt balance reaches a high level of the credit facility capacity and is expected to stay at that level or increase, CEHE will consider issuing a bond. CEHE will also issue a bond if a large existing bond is set to mature in the near future. CEHE issues its own long-term debt in the form of general mortgage bonds, which are secured by property.

CEHE leverages its relationships with the 20 banks ("bank group") that support the Company through the credit agreement. As discussed above, one of the jobs of the capital investment bank is to provide ongoing market information and discuss future opportunities for the Company's financing activities. Through dialogue, experience, correspondence with other Treasurers or Finance Executives, CEHE determines the strengths of the various bankers that support the credit agreement. CEHE uses its diverse and strong bank group to lead the bond offerings.

### **Equity Financing**

Equity capital is created through CEHE earnings as well as equity infusions from the Parent, CenterPoint Energy, Inc.

### SPONSOR:

Jackie Richert

### **RESPONSIVE DOCUMENTS:**

TIEC-RFI03-15 - Money Pool Agreement (CNP) January 2022.pdf

# FIFTH AMENDED AND RESTATED MONEY POOL AGREEMENT

This Fifth Amended and Restated Money Pool Agreement (as amended, supplemented or otherwise modified from time to time, this "Agreement"), dated as of January 10, 2022, is made and entered into by and among CenterPoint Energy Service Company, LLC, a Texas limited liability company ("ServiceCo"), as Administrator (as hereinafter defined), and CenterPoint Energy, Inc., a Texas corporation ("CenterPoint"), the direct or indirect subsidiaries of CenterPoint listed on the signature pages hereto and each other direct or indirect subsidiary of CenterPoint which becomes a party hereto pursuant to Section 3.05 hereof (CenterPoint and each such direct or indirect subsidiary, individually, a "Participant" and, collectively, the "Participants"). ServiceCo and the Participants are sometimes referred to herein individually as a "Party" and collectively as the "Parties" to this Agreement.

### WITNESSETH:

WHEREAS, the Participants may, from time to time, need to borrow funds on a short-term basis and will, from time to time, have funds available to loan on a short-term basis;

WHEREAS, to accommodate the foregoing, the Parties established a money pool (the "Money Pool") pursuant to that certain Money Pool Agreement, dated as of August 31, 2002 (as amended, supplemented or otherwise modified prior to December 10, 2003, the "Original Money Pool Agreement");

WHEREAS, the Parties amended and restated the Original Money Pool Agreement in its entirety pursuant to that certain Amended and Restated Money Pool Agreement dated as of December 10, 2003 (as amended, supplemented or otherwise modified prior to July 1, 2005, the "Amended and Restated Money Pool Agreement");

WHEREAS, the Parties amended and restated the Amended and Restated Money Pool Agreement in its entirety pursuant to that certain Second Amended and Restated Money Pool Agreement dated as of July 1, 2005 (as amended, supplemented or otherwise modified prior to February 9, 2006, the "Second Amended and Restated Money Pool Agreement");

WHEREAS, the Parties amended and restated the Second Amended and Restated Money Pool Agreement in its entirety pursuant to that certain Third Amended and Restated Money Pool Agreement dated as of February 9, 2006 (as heretofore amended, supplemented or otherwise modified, the "Third Amended and Restated Money Pool Agreement");

WHEREAS, the Parties amended and restated the Third Amended and Restated Money Pool Agreement in its entirety pursuant to that certain Forth Amended and Restated Money Pool Agreement dated as of January 3, 2013 (as heretofore amended, supplemented or otherwise modified, the "Fourth Amended and Restated Money Pool Agreement");

WHEREAS, the Parties wish to amend and restate the Fourth Amended and Restated Money Pool Agreement in its entirety as set forth below;

NOW, THEREFORE, in consideration of the premises and the mutual agreements, covenants and provisions contained herein, and intending to be legally bound hereby, the Parties hereto agree as follows:

# ARTICLE I. CONTRIBUTIONS AND BORROWINGS

# Section 1.01 Contributions to the Money Pool.

Each Participant will determine each day the amount of funds such Participant desires to make available to the Money Pool, and will make such funds available to the Money Pool. The determination of whether a Participant has funds to make available to the Money Pool and the determination of whether such Participant shall make such funds available to the Money Pool will be made by such Participant's treasurer, or by a designee thereof, in such Participant's sole discretion.

Each Participant may withdraw any of its funds from the Money Pool at any time upon notice to ServiceCo, as administrator of the Money Pool (in such capacity, the "Administrator"). Any such withdrawal shall constitute, to the extent of the monies withdrawn, a demand for the repayment in accordance with Section 1.08 of any loan made with such Participant's funds in excess of the balance of such Participant's funds in the Money Pool at such time.

### Section 1.02 Rights to Borrow.

Subject to the provisions of Section 1.04(c) of this Agreement, the short-term borrowing needs of the Parties may be met by funds in the Money Pool to the extent the needs of a Participant are not satisfied with External Borrowings (as defined below) by such Participant and to the extent such funds are available in the Money Pool. Each Participant shall have the right to borrow from the Money Pool from time to time, subject to the availability of funds and applicable regulatory requirements. Each Participant may request loans from the Money Pool from time to time during the period from the date hereof until this Agreement is terminated by written agreement of the Parties or, if earlier, the date on which such Participant ceases to be a party to this Agreement pursuant to Section 3.05 hereof.

### Section 1.03 Source of Funds.

(a) Participants may make amounts available to the Money Pool from either (1) surplus funds in the treasuries of the Participants or (2) proceeds from bank loans, the sale of notes and/or the sale of commercial paper by the Participants (all such borrowings by the Participants herein referred to as "External Borrowings"), in each case to the extent permitted by applicable laws and regulatory orders. Funds will be made available from such sources in such order as the Administrator may determine is appropriate.

(b) Each Participant that borrows through the Money Pool will borrow pro rata from each other Participant in the same proportion that the amount of funds provided from such other Participant bears to the total amount then loaned through the Money Pool, subject to the limitations described in this Section 1.03(b). If there are insufficient funds to meet all borrowing requests, the borrowing requests of CenterPoint Energy Houston Electric, LLC, CenterPoint Energy Resources Corp. and each other Participant that is a utility company, whether on the date of this Agreement or hereafter (collectively, the "<u>Utility Subsidiaries</u>") will be met before loans are made to any Non-Utility Subsidiaries. The term "<u>Non-Utility Subsidiaries</u>" refers to CenterPoint's direct or indirect subsidiaries, other than the Utility Subsidiaries and Utility Holding, LLC, a Delaware limited liability company. Further, while the Utility Subsidiaries can borrow from any participants, no Non-Utility Subsidiary can directly borrow from any of the Utility Subsidiaries.

### Section 1.04 Authorization.

- (a) The determination of whether a Participant has funds to make available to the Money Pool will be made by its treasurer, or by a designee thereof.
- (b) The Administrator will provide each Participant with a report for each business day that includes, among other things, cash activity for the day and the balance of loans to and from each Participant.
- (c) All borrowings through the Money Pool shall be authorized by the borrowing Participant's treasurer, or by a designee thereof. No Participant shall be required to effect a borrowing through the Money Pool.

# Section 1.05 External Investment of Investment Pool Funds.

Any funds which are made available to the Money Pool by Participants and are not utilized to satisfy borrowing needs of other Participants ("Investment Pool") will be invested by the Administrator on behalf of the funding Participants in one or more short-term instruments (collectively, "External Investments"), including of the following types: (i) interest-bearing deposits with banks; (ii) obligations issued or guaranteed by the U.S. government and/or its agencies; (iii) commercial paper rated not less than A-1 by Standard & Poor's and P-1 by Moody's Investors Services, Inc.; (iv) money market funds; (v) bank certificates of deposit; (vi) Eurodollar funds; (vii) repurchase agreements collateralized by securities issued or guaranteed by the U.S. government; and (viii) such other investments as are permitted by the CenterPoint Energy Short-Term Investment Policy, as in effect from time to time.

## Section 1.06 Money Pool Interest.

The interest rate applicable on any day to then outstanding loans from the Money Pool, whether or not evidenced by a promissory note, will be the composite weighted average daily effective cost to CenterPoint for its External Borrowings outstanding on that date. The daily effective cost shall be inclusive of interest rate swaps related to such External Borrowings. If there are no External Borrowings outstanding on that date, then the rate will be the certificate of deposit yield equivalent of the 30-day Federal Reserve "AA" Non-Financial Commercial Paper Composite Rate (the "Composite"), or if no Composite is established for that day, then the applicable rate will

be the Composite for the next preceding day for which the Composite is established; provided, however, that if the Composite shall no longer exist at such time, then the rate will be such other rate which then most closely resembles the Composite and/or most closely mirrors the pricing CenterPoint would expect if it had External Borrowings, in each case, as determined by the Administrator in its discretion. Accrued interest for each calendar month shall be paid in the next subsequent calendar month on the date specified by the Administrator.

### Section 1.07 Investment Pool Interest.

Interest income related to External Investments will be calculated daily and allocated back to lending Participants on the basis of their percentage contribution to the Investment Pool on that date. Such allocation will be made once per month on a date determined by the Administrator.

### Section 1.08 Repayment.

Each Participant receiving a loan from the Money Pool hereunder shall repay the principal amount of such loan, together with all interest accrued thereon, on demand by the Administrator. All loans made through the Money Pool may be prepaid by the borrower without premium or penalty.

# Section 1.09 Form of Loans to Participants.

Loans to the Participants from the Money Pool shall be made as open-account advances, pursuant to the terms of this Agreement, although any lending Participant is at all times entitled to receive, upon demand, a promissory note evidencing the transaction (a "Note"). Each such Note, if any, shall: (a) be in substantially the form attached as Exhibit A hereto; (b) mature on demand by the Administrator; and (c) be repayable in whole at any time or in part from time to time, without premium or penalty.

For the avoidance of doubt, each Participant's funds in the Money Pool remain property of such Participant and are subject to disposition at the instruction of such Participant.

# ARTICLE II. OPERATION OF THE MONEY POOL

### Section 2.01 Operation.

Operation of the Money Pool, including record keeping and coordination of loans, will be handled by the Administrator under the authority of its treasurer and/or controller. The Administrator shall be responsible for the determination of all-interest rates and charges applicable to the Money Pool and all earnings applicable to the Investment Pool, shall maintain records of all advances, interest charges and accruals and interest and principal payments for purposes hereof, and shall prepare periodic reports thereof for the Participants. In the event that ServiceCo should be in default or otherwise should be unable or unwilling to act as Administrator for the Money Pool, CenterPoint, under the authority of its treasurer, shall assume responsibility for operations of the Money Pool as the Administrator.

### Section 2.02 Certain Costs.

The Administrator will administer the Money Pool on an "at cost" basis. Fees and expenses associated with CenterPoint's bank lines, commercial paper program and note issuance program will be estimated and allocated monthly to CenterPoint and the other Participants using the following formula:

- (i) each Participant (other than CenterPoint) will bear such costs in the ratio of (a) their average daily borrowings from the Money Pool in the prior month to (b) the average daily borrowings of CenterPoint in the prior month under such bank lines, commercial paper program or note issuance program; and
- (ii) in the case of CenterPoint, in the ratio of (a) the average daily borrowings of CenterPoint under its bank lines, commercial paper program and note issuance program in the prior month that were not invested in the Money Pool to (b) the average daily short-term borrowings of CenterPoint in the prior month under such bank lines, commercial paper program or note issuance program.

## Section 2.03 Event of Default.

If any Participant shall generally not pay its debts as such debts become due, or shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors, or any proceeding shall be instituted by or against any Participant seeking to adjudicate it bankrupt or insolvent, then the Administrator, on behalf of all other Participants in the Money Pool, may, by notice to the defaulting Participant, terminate the availability of the Money Pool to such defaulting Participant and/or declare the principal amount then outstanding of, and the accrued interest on, the loans and all other amounts payable to the Money Pool by such defaulting Participant hereunder to be forthwith due and payable, whereupon such amounts shall be immediately due and payable without presentment, demand, protest or other formalities of any kind, all of which are hereby expressly waived by each Participant.

# ARTICLE III. MISCELLANEOUS

### Section 3.01 Amendments.

No amendment to this Agreement shall be effective unless the same shall be in writing and signed by all the Parties.

### Section 3.02 Legal Responsibility.

Nothing herein contained shall render any Party liable for the obligations of any other Party hereunder and the rights, obligations and liabilities of the Parties are several in accordance with their respective obligations, and not joint.

### Section 3.03 Limitations on Interest.

- (a) Nothing contained in this Agreement, any Note issued or any other document executed in connection with this Agreement is intended to require the payment by any Participant of interest (including fees, charges or expenses or any other amounts which, under applicable law, are deemed interest) at a rate exceeding the maximum lawful rate then in effect in the jurisdiction where the loan is made.
- (b) If any amount to be paid by any Participant under this Agreement for money loaned to such Participant, or otherwise, would exceed the maximum lawful rate, then, ipso facto, the amount of such interest payable by such Participant shall automatically be reduced to the maximum lawful rate and any such excessive amount paid or payable by such Participant shall be deemed a payment of principal on the amount borrowed or refunded to such Participant.
- (c) The Parties agree that, to the extent the maximum lawful rate is determined by reference to Texas law, the maximum lawful rate is the weekly rate ceiling as defined in Chapter 303 of the Texas Finance Code. Chapter 346 of the Texas Finance Code (which regulates certain revolving credit loan accounts and revolving tri-party accounts) shall not apply to loans made to a Participant under this Agreement or to this Agreement.

# Section 3.04 Rules for Implementation.

The Parties may develop a set of guidelines for implementing the provisions of this Agreement, provided that the guidelines are consistent with all of the provisions of this Agreement.

# Section 3.05 Termination; Joinder of Participants.

This Agreement and the Money Pool may be terminated as to all Parties at any time by agreement of all the Parties.

The rights of any Participant to borrow loans through, and make loans for investment in, the Money Pool as provided herein shall be terminated as to such Participant upon (a) the Administrator's receipt of written notice by such Participant of such termination or (b) the dissolution or liquidation of such Participant, or otherwise upon the termination of the existence of such Participant.

Upon the execution and delivery to the Administrator by any direct or indirect subsidiary of CenterPoint of a Money Pool Agreement Joinder in substantially the form of Exhibit B hereto, such subsidiary shall become and be a Participant hereunder and a Party hereto for all purposes of this Agreement.

## Section 3.06 Governing Law.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

# Section 3.06 Counterparts.

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This Agreement may be executed in one or more counterparts by the Parties, each of which shall constitute an original of this Agreement but each such counterpart shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have duly caused this Agreement to be signed on their behalf on the date first written above by the undersigned thereunto duly authorized.

CENTERPOINT ENERGY, INC.,

as a Participant

Name: Jacqueline M. Richert

Vice President & Treasurer

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC\* CENTERPOINT ENERGY RESOURCES CORP.\* CENTERPOINT ENERGY SERVICE COMPANY, LLC

as Participants

Title: Vice President & Treasurer

CENTERPOINT ENERGY PROPERTIES, INC.

CENTERPOINT ENERGY INVESTMENT MANAGEMENT, INC.

CENTERPOINT ENERGY ELECTRIC SERVICES, LLC,

CENTERPOINT ENERGY MIDSTREAM, INC.

VECTREN CAPITAL CORP.

as Participants

Title: Vice President & Treasurer

CENTERPOINT ENERGY SERVICE COMPANY, LLC, as Administrator

Name: Jacqueline M. Richert

Title: Nice President & Treasurer

\*Denotes Utility Subsidiary

## **EXHIBIT A**

# FORM OF MONEY POOL NOTE TO BE EXECUTED BY BORROWING PARTICIPANTS

,20
FOR VALUE RECEIVED, the undersigned,
Accrued interest for each calendar month shall be paid in the next subsequent calendar month on the date specified by the Administrator.
This Note shall be governed by, and construed and interpreted in accordance with, the laws of the State of Texas. For any capitalized term not expressly defined in this Note, the definition in the Fifth Amended and Restated Money Pool Agreement, dated as of January 10, 2022, by and among CenterPoint Energy Service Company, LLC, a Texas limited liability company, as Administrator, and CenterPoint Energy, Inc., a Texas corporation ("CenterPoint"), and the direct or indirect subsidiaries of CenterPoint from time to time party thereto, as Participants, as amended, supplemented or otherwise modified from time to time (the "Money Pool Agreement"), applies.

on the schedule attached hereto and made a part hereof or on a continuation thereof which shall be attached hereto and made a part hereof, or otherwise recorded by such holder in its internal records; provided, however, that the failure of the holder hereof to make such a notation or any error in such notation shall not affect the obligations of the Borrower under this Note.

[Signature Page Follows]

hereof and interest hereon and the respective dates thereof may be endorsed by the holder hereof

All borrowings evidenced by this Note and all payments and prepayments of the principal

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(Name of Borrower)	<del></del>
By: Name: Title:	

# SCHEDULE TO NOTE

<u>Date</u>	Loan ( <u>Repayment)</u>	Principal Amount <u>Outstanding</u>	Rate	<u>Interest</u>
	<u> </u>			

### EXHIBIT B

### FORM OF MONEY POOL AGREEMENT JOINDER

This MONEY POOL AGREEMENT JOINDER (this "Joinder Agreement") dated as o
[], 20[] is made by [subsidiary of CenterPoint] (the "Additional Participant")
in connection with the Fifth Amended and Restated Money Pool Agreement, dated as of Januar
10, 2022 (as amended, supplemented or otherwise modified from time to time, including by thi
Joinder Agreement, the "Money Pool Agreement") by and among CenterPoint Energy Servic
Company, LLC, a Texas limited liability company, as Administrator, and CenterPoint Energy
Inc., a Texas limited liability company ("CenterPoint"), and the direct or indirect subsidiaries of
CenterPoint from time to time party thereto, as Participants. Capitalized terms used but not define
herein shall have the meanings given to them in the Money Pool Agreement.

## RECITALS

- A. The Money Pool Agreement provides that additional direct and indirect subsidiaries of CenterPoint may be joined as Participants thereunder by executing and delivering to the Administrator this Joinder Agreement.
- B. The Additional Participant desires to become a Participant under the Money Pool Agreement as a [Utility Subsidiary][Non-Utility Subsidiary].

NOW THEREFORE, the Additional Participant hereby agrees as follows:

The Additional Participant agrees to be bound by all of the provisions of the Money Pool Agreement applicable to a Participant and a Party thereunder and agrees that it shall, on and as of the date hereof, become a party to the Money Pool Agreement and a Participant and a Party for all purposes thereunder to the same extent as if originally a party thereto. The Additional Subsidiary Participant, CERC and the Administrator hereby agree that the Additional Subsidiary Participant shall be considered a [Utility Subsidiary][Non-Utility Subsidiary] under the Money Pool Agreement.

This Joinder Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Texas.

This Joinder Agreement may be executed in one or more counterparts by the signatories hereto, each of which shall constitute an original of this Joinder Agreement but each such counterpart shall constitute but one and the same instrument.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the undersigned has caused this Joinder Agreement to be executed and delivered by a duly authorized officer as of the date first set forth above.

[NAME OF ADDITIONAL PARTICIPANT]

	Ву:	
	Name:	
	Title:	
A anautad og of the data finat alkan	on with a	
Accepted as of the date first above	ve written:	
CENTERPOINT ENERGY SER	VÍČE COMPANÝ, LLC	
Daniel Carra Broake I BBR	· · · · · · · · · · · · · · · · · · ·	
3y:		
Name:		
Citle:		
CENTERPOINT ENERGY, INC	·	
•		
3 <u>y</u> :		
vame:		
Title:		

# TEXAS INDUSTRIAL ENERGY CONSUMERS REQUEST NO.: TIEC-RFI03-16

### QUESTION:

Do any of CEHE's outstanding long-term debt issues have call provisions? If the answer is "yes," please provide a list of the callable issues with the following: (a) outstanding balance; b) issuance date; c) maturity date; d) coupon payment percent; e)annual interest expense; and f) call price (as a percent of par).

### ANSWER:

Yes. Please see attached file.

SPONSOR: Jackie Richert

### **RESPONSIVE DOCUMENTS:**

TIEC-RFI03-16.xlsx

### CenterPoint Energy Houston Electric Make-Whole Model

Redemption Settlement 31-Mar-24 Year Fraction 0.75

								COMP.				
				ANNUALINTEREST	MATURITY	PAR CALL	YEARS TO	TREASURY	MW			
SECURITY	OUTSTANDING	ISSUANCE DATE	RATE	EXPENSE	DATE	DATE	CALL	YIELD	SPREAD	MW YIELD	MW PRICE	MW PREM
CENTERPOINT ENERGY HOUSTON ELECTRIC,	LLC											
General Mortgage Bonds	312,275,000	18-Mar-03	6.95%	21,703,113	15-Mar-33	15-Mar-33	9.09	4.20%	0.350%	4.550%	117.49	54,614,905
General Mortgage Bonds	500,000,000	10-Aug-12	3.55%	17,750,000	1-Aug-42	1-Feb-42	18.10	4.40%	0.150%	4.553%	100.00	-
General Mortgage Bonds	600,000,000	17-Mar-14	4.50%	27,000,000	1-Арг-44	1-Nov-43	19.87	4.45%	0.150%	4.597%	100.00	-
General Mortgage Bonds	300,000,000	11-Aug-16	2.40%	7,200,000	1-Sep-26	1-Jun-26	2.20	4.55%	0.150%	4.702%	100.00	-
General Mortgage Bonds	300,000,000	12-Jan-17	3.00%	9,000,000	1-Feb-27	1-Nov-26	2.63	4.47%	0.125%	4.596%	100.00	-
General Mortgage Bonds	400,000,000	Z8-Feb-18	3.95%	15,800,000	1-Mar-48	1-Sep-47	23.76	4.41%	0.150%	4.559%	100.00	-
General Mortgage Bonds	300,000,000	5-Jun-20	2.90%	8,700,000	1-Jul-50	1-Jan-50	26.13	4.38%	0.250%	4.633%	100.00	-
General Mortgage Bonds	700,000,000	15-Jan-19	4.25%	29,750,000	1-Feb-49	1-Aug-48	24.69	4.40%	0.150%	4.548%	100.00	-
General Mortgage Bonds	400,000,000	11-Mar-21	2.35%	9,400,000	1-Apr-31	1-Jan-31	6.85	4.20%	0.150%	4.351%	100.00	-
General Mortgage Bonds	700,000,000	11-Mar-21	3.35%	23,450,000	1-Apr-51	1-Oct-50	26.89	4.37%	0.200%	4.574%	100.00	-
General Mortgage Bonds	300,000,000	28-Feb-22	3.00%	9,000,000	1-Mar-32	1-Dec-31	7.78	4.20%	0.200%	4.400%	100.00	-
General Mortgage Bonds	500,000,000	28-Feb-22	3.60%	18,000,000	1-Mar-52	1-Sep-51	27.82	4.36%	0.250%	4.614%	100.00	-
General Mortgage Bonds	500,000,000	15-Sep-22	4.45%	22,250,000	1-Oct-32	1-Jul-32	8.37	4.20%	0.200%	4.400%	100.34	1,683,777
General Mortgage Bonds	300,000,000	15-Sep-22	4.85%	14,550,000	1-Oct-52	1-Apr-52	28.41	4.36%	0.250%	4.607%	103.79	11,380,523
General Mortgage Bonds	600,000,000	23-Mar-23	4.95%	29,700,000	1-Apr-33	1-Jan-33	8.88	4.20%	0.250%	4.450%	103.58	21,506,686
General Mortgage Bonds	300,000,000	23-Mar-23	5.30%	15,900,000	1-Apr-53	1-Oct-52	28.92	4.35%	0.250%	4.602%	111.02	33,066,153
General Mortgage Bonds	500,000,000	18-Sep-23	5.20%	26,000,000	1-Oct-28	1-Sep-28	4.49	4.26%	0.150%	4.409%	103.14	15,700,043
General Mortgage Bonds	400,000,000	29-Mar-24	5.15%	20,600,000	1-Mar-34	1-Dec-33	9.81	4.20%	0.150%	4.350%	106.25	25,009,987

PUC DOC
TIEC

Simulation	Yield Curve	Source: Treasury.go
Tenor	Treasury Yield	3/28/2024
0.08	5.49%	
0.17	5.48%	
0.25	5.46%	
0.50	5.38%	
1.00	5.03%	
2.00	4.59%	
3.00	4.40%	
5.00	4.21%	
7.00	4.20%	
10.00	4.20%	
20.00	4.45%	
30.00	4.34%	
50.00	4.48%	

1 Mo	2 Mo	3 Мо	6 Mo	1 Yr	2 Ye	3 Yr	5 Yr	7 Yr	10 Yr	20 Yr	<b>30</b> Yr	
5.49	5.48	5.46	5.38	5.03	4.59	4.4	4.21	4.2	4.2	4.45	4.34	4.34
5.49%	5.48%	5.46%	5.38%	5.03%	4.59%	4.40%	4.21%	4.20%	4.20%	4.45%	4.34%	
0.0549	0.0548	0.0546	0.0538	0.0503	0.0459	0.044	0.0421	0.042	0.042	0.0445	0.0434	

# TEXAS INDUSTRIAL ENERGY CONSUMERS REQUEST NO.: TIEC-RFI03-17

#### QUESTION:

Has CEHE performed any debt refinancing feasibility studies on its outstanding debt issues? If the answer is "yes," please provide the following:

- a. A detailed description of the results from the study.
- b. A detailed description of the conclusions(s) made by CEHE based on the results of the study.
- c. All debt refinancing feasibility studies in electronic format with all formulas intact.

### ANSWER:

No; however CEHE performs routine make whole analysis to determine if any outstanding debt could be redeemed and refinanced at a more competitive coupon. Please see attachment in TIEC-RFI03-16 response for details.

## SPONSOR:

Jackie Richert

#### RESPONSIVE DOCUMENTS:

# TEXAS INDUSTRIAL ENERGY CONSUMERS REQUEST NO.: TIEC-RFI03-18

#### QUESTION:

Please provide the most recent senior secured, unsecured and corporate credit ratings of CEHE, assigned by S&P, Moody's and Fitch. Also, please provide CEHE's S&P business and financial risk profiles and identify the benchmark volatility table (standard, medial or low) used by S&P. Finally, identify the Moody's risk grid used to evaluate CEHE's credit metrics.

#### ANSWER:

Please refer to response to TCUC-RFP-01-11 for current ratings.

In rating CEHE, S&P references the medial volatility table. Moody's assesses CEHE pursuant to the Low Business Risk Grid as part of the Financial Strength component of its review.

Although both S&P and Moody's have general ratings benchmark ranges, they also set specific thresholds for a rating upgrade or downgrade. Please refer to the responses to HCC-RFP-02-01 and HCC-RFP-02-01S for recent credit reports discussing specific CEHE thresholds.

### SPONSOR:

Jackie Richert

### **RESPONSIVE DOCUMENTS:**

# TEXAS INDUSTRIAL ENERGY CONSUMERS REQUEST NO.: TIEC-RFI03-19

#### QUESTION:

Referring to Table JRichert-9 on page 25 of Ms. Richert's testimony and her WP JRichert-5, please provide in electronic format with all formulas intact, CEHE's credit metric calculations relied on by S&P and Moody's for the last five years and the projected period 2024-2028 as shown on her WP JRichert-5 at the Company's proposed ROE and common equity ratio and the last approved ROE and common equity ratio. Please include all financial statements used to derive the four credit metrics referenced on page 8 of Ms. Richert's Testimony. In addition, please provide S&P and Moody's benchmark ranges for the credit metrics.

#### ANSWER:

Both S&P and Moody's calculate their own credit metrics, independent of any data provided by CenterPoint. For credit metrics calculations for the last five years as well as projected metrics as calculated by the rating agencies, please refer to rating agency reports in responses to HCC-RFP-02-01 and HCC-RFP02-01S.

Financial statements used to derive the metrics in Ms. Richert's testimony have been provided in response to TIEC-RFI-02-02. Please also see excel files provided in response to HCC-RFP02-02 and response HCC-RFI08-04.

The Company has not calculated forecasted credit metrics based on the last approved ROE and common equity ratio. This analysis is not available.

## SPONSOR:

Jackie Richert

#### RESPONSIVE DOCUMENTS:

# TEXAS INDUSTRIAL ENERGY CONSUMERS REQUEST NO.: TIEC-RFI03-20

### QUESTION:

Please identify CEHE's off balance sheet debt equivalents such as purchased power agreements and operating leases. Please provide the amount of each off-balance sheet debt item and the related imputed interest and amortization expenses associated with these off-balance sheet debt equivalents specific to CEHE's jurisdictional regulated retail electric operations.

### ANSWER:

The Company does not have any off balance sheet debt.

### SPONSOR:

Kristie Colvin

### **RESPONSIVE DOCUMENTS:**

# TEXAS INDUSTRIAL ENERGY CONSUMERS REQUEST NO.: TIEC-RFI03-21

#### QUESTION:

Referring to pages 23-24 of Ms. Richert's testimony, please state whether CEHE had any communication with the credit rating agencies about the requirements needed to achieve the target credit ratings of A3/A- from Moody's and S&P/Fitch. Also, please provide:

- a. Descriptions and comments between CEHE and S&P concerning the creditmetric benchmarks applicable to CEHE on a stand-alone basis, and thoseapplicable to CEHE based on its consolidated credit rating profile reflectingits affiliation risk with CNP.
- b. Ms. Richert's understanding of S&P's assessment of CNP's stand-aloneinvestment risk based on the fact that CEHE does not assume commodityrisk, where CNP do assume commodity risk, and how this specific riskfactor impacts profit and cash flow volatility, and the need for maintainingadequate credit metric targets to support bond ratings.

#### ANSWER:

- a. The rating agencies publish specific guidance on the financial metrics threshold that achieve a rating upgrade. Please refer to the responses to HCC-RFI-02-01 and HCC-RFI-02-01S for recent rating agency reports that include that information for both CEHE and CNP. Please also refer to the response to HCC-RFI-04-02. Ms. Richert has not had communication with the credit rating agencies beyond their written requrements which are published in the respective reports.
- b. The CNP rating by S&P is based on the consolidation of all of its entities. Please refer to attachment TIEC-RFI-03-21b1 for a discussion of general ratings considerations by S&P, including commodity costs and risk.

Please also refer to discussion from CNP's 10-K filing of commodity risk and its impact to financial statements found here: <a href="https://investors.centerpointenergy.com/sec-filings/sec-filing/10-k/0001130310-24-000010">https://investors.centerpointenergy.com/sec-filings/sec-filing/10-k/0001130310-24-000010</a> (please refer to Section 7A. on page 83 of the filing).

Lastly, please refer to responses to HCC-RFP-02-01 and HCC-RFP-02-01s for rating reports specific to CEHE and CNP.

The attachment below is confidential and is being provided pursuant to the Protective Order issued in Docket No. 56211.

#### SPONSOR:

Jackie Richert

### RESPONSIVE DOCUMENTS:

TIEC-RFI-03-21b1 (confidential).pdf

# CERTIFICATE OF SERVICE

I certify that on May 16, 2024, this document was filed with the Public Utility Commission of Texas in Docket No. 56211, and a true and correct copy of it was served by electronic mail on all parties of record in this proceeding in accordance with the Second Order Suspending Rules issued in Project No. 50664.

May 16, 2024, this document was filed with the Public Utility Commission of Texas in Docket No. 56211, and a true and correct copy of it was served by electronic mail on all parties of record in this proceeding in accordance with the Second Order Suspending Rules issued in Project No. 50664.

The following files are not convertible:

TIEC-RFI03-10 Attachment 1.xlsx TIEC-RFI03-16.xlsx

Please see the ZIP file for this Filing on the PUC Interchange in order to access these files.

Contact centralrecords@puc.texas.gov if you have any questions.