

AUSTIN ENERGY
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AUSTIN ENERGY'S TARIFF PACKAGE:	§	BEFORE THE CITY OF AUSTIN
2015 COST OF SERVICE STUDY	§	IMPARTIAL HEARINGS
AND PROPOSAL TO CHANGE	§	EXAMINER
BASE ELECTRIC RATES	§	

**AE LOW INCOME CUSTOMERS' 1st SET OF REQUESTS FOR INFORMATION TO
PUBLIC CITIZEN AND SIERRA CLUB**

COMES NOW, Texas Legal Services Center ("TLSC") on behalf of AE Low Income Customers, requesting Public Citizen and Sierra Club ("PC" and "SC") to respond to the following 1st set of Requests for Information set forth below relating to this case. PC and SC are requested to serve their responses to these Requests for Information on the attorney listed below no later than five days after PC and SC receive this request.

Definitions

As used in this introduction and in these questions,

1. "Communication" means any disclosure, transfer, or exchange of information, whether oral or written, of every kind including but not limited to, telephone calls, conferences, letters and all memoranda or other documents concerning the requested item.
2. "Austin Energy", the "utility," "AE", and "Applicant" refer to Austin Energy.
3. "PC" stands for Public Citizen, an Intervenor in this rate case
4. "SC" stands for Sierra Club, an Intervenor in this rate case
5. "You," "yours," and "your" refer to Public Citizen and/or Sierra Club, including their Directors, Board members, managers, officers, employees, consultants, agents, attorneys and members who have, are, and/or will be working with Public Citizen and/or Sierra Club on this rate case.
6. "Document" and "documents" mean any written, recorded, filmed, or graphic matter, whether produced, reproduced, or on paper, cards, tapes, film, electronic facsimile, computer storage device of any other media, including, but not limited to, memoranda, notes, analyses, minutes, records, photographs, correspondence, telegrams, diaries, bookkeeping entries, financial statements, tax returns, checks, check stubs, reports, studies, charts, graphs, statements, notebooks, handwritten notes, applications, contracts, agreements, books, pamphlets, periodicals, appointment calendars, records and recordings of oral conversations, work papers observations, commercial practice manuals, reports and summaries of interviews, reports of consultants, appraisals, forecasts, tape recordings, or any form of recording that is capable of being transcribed into written form. A draft or non-identical copy is a separate document.
7. "Identify" has the following meanings depending on the context:
 - a. "Identify" when used with a natural person means to supply his or her name, last known residential and business addresses, last known residential and business telephone numbers, his or her present position, and his or her prior connection or association with any party to this proceeding. If the above information is

- unavailable, provide some other means of identifying the person and his or her present location.
- b. "Identify" when used with an entity means to provide its name, manner of organization (e.g., corporation, partnership, joint venture, etc.), address and telephone number.
 - c. "Identify" when used with a documents means to supply (i) the nature of the document (e.g., letter, memorandum, corporate minutes), (ii) the date, if any, appearing on the document, (iii) the date, if known, on which the document was prepared, (iv) the title of the document, including any jurisdictional styles and docketing numbers, if applicable, (v) the general subject matter of the document, (vi) the number of pages comprising the document, (vii) the identity of each person who signed or initialed the document, (viii) the identity of each person to whom the document was addressed, (ix) the identity of each person who received the document or reviewed it, (x) the location of the document and (xi) the identity of each person having custody of, or control over, the document. Identification of a document includes identifying all documents known or believed to exist, whether or not in the custody of CenterPoint or in the custody of its attorneys or other representatives or agents.
 - d. "Identify" when used with any other thing or matter means to provide a description with detail sufficient to allow a party to this action to identify it and determine its present location.
8. "FY" means fiscal year as utilized by AE and the City of Austin for budgeting purposes and for the council setting of AE electric rates that occur annually.
 9. "Council" or "City" means the Austin City Council.
 10. "Person" means any natural person. The term also means, whether formally organized or ad hoc, any business, organization, legal entity, or governmental entity.
 11. "Representative" means a general manager, officer,, employee, agent, spokesperson, or attorney of a person.
 12. The words "and" and "or" are to be construed conjunctively or disjunctively as necessary to give each request its broadest scope.
 13. The singular form of a word also refers to the plural, unless the context requires otherwise.
 14. "COS" means cost of service study AE presented as part of its rate case filing in this case.
 15. "TY" means test year and represents the time period AE relied upon in developing its cost of service study presented in this rate filing.
 16. "FPP" means Fayette Power Project, a coal generation plant that AE owns in partnership with the Lower Colorado River Authority involving Units 1 and 2.
 17. "LCRA" means Lower Colorado River Authority, the co-owner with AE of Units 1 and 2 of FPP.

Instructions

1. Please answer the questions and sub-questions under oath and in the order in which they are listed and in sufficient detail to provide a complete and accurate answer to the question.

2. In answering these questions, furnish all information that is available to you, including information in the possession of your agents, employees, and representatives, all others from whom you may freely obtain it, and your attorneys and their investigators.
3. Please answer each question based upon your knowledge, information, or belief, and any answer that is based upon information or belief should state that it is given on that basis.
4. If you have possession, custody, or control (as defined by Tex. R. Civ. P. 192.7(b)) of the originals of these documents requested, please produce the originals or a complete copy of the originals and all copies that are different in any way from the original, whether by interlineation, receipt stamp, or notation.
5. If you do not have possession, custody, or control of the originals of the documents requested, please produce copies of the documents, however made, in your possession, custody, or control. If any document requested is not in your possession or subject to your control, please explain why not, and give the present location and custodian of any copy or summary of the document.
6. If any question appears confusing, please request clarification from the undersigned counsel.
7. In providing your responses, please start each response on a separate page and type at the top of the page, the question that is being answered.
8. As part of the response to each question, please state, at the bottom of the answer, the name and job position of each person who participated in any way, other than providing clerical assistance, in the preparing of the answer. If the question has subparts, please identify the person or persons by subpart. Please also state the name of the witness or witnesses in this docket who will sponsor the answer to the question and who can vouch for the truth of the answer. If the question has subparts, please identify the witness or witnesses by subpart.
9. Rather than waiting to provide all of the responses at the same time, please provide individual responses as each becomes available.
10. These questions are continuing in nature. If there is a change in circumstances or facts or if you receive or generate additional information that changes your answer between the time of your original response and the time of the hearings, then you should submit, under oath, a supplemental response to your earlier answer.
11. If you consider any question to be unduly burdensome, or if the response would require the production of a voluminous amount of material, please call the undersigned counsel as soon as possible in order to discuss the situation and to try to resolve the problem. Likewise, if you object to any of the questions on the grounds that the question seeks confidential information, or on any other grounds, please call the undersigned counsel as soon as possible.
12. If the response to any question is voluminous, please provide separately an index to the materials contained in the response.
13. 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, recipients of copies, description of document, subject matter of the document, and the basis upon which such privilege is claimed.
14. 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.

15. If you are asked to identify a document and you do not include a copy of the document with your response, please provide the following information (if applicable) about the document:
- a. The identity of the person who signed it;
 - b. The identity of the person or persons to whom it was addressed;
 - c. The identity of the persons who prepared it;
 - d. The title and substance of the document with enough detail to identify the document;
 - e. The date of the document;
 - f. The date the document was executed or prepared, if different from the date it bears; and
 - g. If the document, or a copy of it, is not in your custody or control, the identity of the person who has control or custody of it or a copy of it.
 - h. If the person to be identified is not a natural person (e.g. a corporation) give its name and address and principal business activity.

Request for Information

The definitions and instructions set out in this Request for Information apply to these questions.

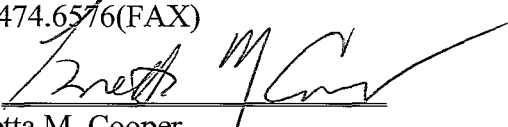
The following questions relate to PC & SC's Position Statement/Presentation On the Issues ("Statement"), "Issue #4: Establishing a Fayette Power Project Debt Defeasement Fund".

- 1-1. Does PC & SC agree that AE is a joint owner of Units 1 and 2 at the Fayette Power Project with the LCRA?
- 1-2. If the answer to No 1-1 is yes, please answer the following:
- A. Is it PC and SC's understanding that AE cannot retire FPP, Units 1 and/or 2 without an agreement with LCRA?
 - B. Do you know whether AE and LCRA have entered into any agreements concerning the retirement of FPP Units 1 and/or 2? If so, please provide your understanding about each such agreement AE and LCRA have to retire FPP, Units 1 and/or 2; how you know this fact(s); and provide a brief description of each such agreement, if any.
 - C. Do you know whether LCRA has any outstanding indebtedness related to FPP? If so, please explain your understanding of that indebtedness; how you know this fact; and to the extent known, please provide the amount of outstanding indebtedness that LCRA has related to FPP, if any.

- D. Do you know whether LCRA has created a decommissioning reserve for FPP? If so, please explain your understanding of LCRA's creation or non-creation of a decommissioning reserve for FPP; how you know this fact; and to the extent known, the level of reserves LCRA has targeted for decommissioning FPP, Units 1 and 2, if any.
- 1-3. Is it PC and SC's position that AE's "ending use of FPP" means retirement of AE's portion of FPP? If not, please explain.
- 1-4. If the answer to No. 1-3 is yes, do PC and SC agree with the retiring of AE's portion of FPP? If so, please explain why you agree.
- 1-5. If your answer No. 1-3 is yes; then does PC and SC agree that sale of AE's ownership share of FPP to LCRA in and of itself will not cause the operation of FPP Units 1 and 2 to cease? If so, is it PC and SC's position that regardless of this fact that AE should sell its share of FPP to LCRA or some other entity? Explain.
- 1-6. At page 23 of your Statement you provide a figure that shows AE reducing its usage of FPP production. If AE does reduce its usage as set out in Figure 1, do you know whether LCRA can increase its usage of FPP production to take advantage of AE's reduced usage? Please explain and in your explanation please identify the sources you are relying upon, if any, for your explanation.
- 1-7. Are you aware of any barriers, (such as legal, regulatory, and economic) that AE must address before it can retire FPP Units 1 and/or 2? If so, please list each such barrier that you are aware of. (For example a barrier could be an ERCOT rule or protocol that would not allow AE and/or LCRA to retire the plant; the payment of outstanding indebtedness that LCRA may have regarding FPP; LCRA's unwillingness to cease FPP operations, and such other barriers.)

Respectfully Submitted

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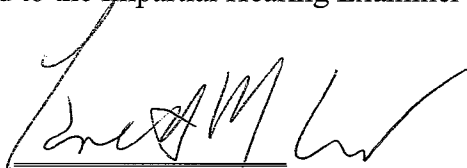
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Attorneys for AE Low Income Consumers

CERTIFICATE OF SERVICE

The undersigned certifies that TLSC has served a copy of the attached document upon all known parties of record by email and to the Impartial Hearing Examiner on the 16th day of May 2016



Lanetta M. Cooper