

BEFORE THE NEW MEXICO PUBLIC REGULATION COMMISSION

**IN THE MATTER OF THE APPLICATION OF)
PUBLIC SERVICE COMPANY OF NEW MEXICO)
FOR APPROVAL OF ELECTRIC ENERGY)
EFFICIENCY PROGRAMS AND PROGRAM)
COST TARIFF RIDER PURSUANT TO THE)
NEW MEXICO PUBLIC UTILITY AND)
EFFICIENT USE OF ENERGY ACTS)
)
) **Case No. 14-00310-UT**
)
**PUBLIC SERVICE COMPANY OF)
NEW MEXICO,)
Applicant.)**
_____)**

**COALITION FOR CLEAN AFFORDABLE ENERGY’S
SECOND SET OF INTERROGATORIES AND REQUESTS
FOR PRODUCTION OF DOCUMENTS TO
PUBLIC SERVICE COMPANY OF NEW MEXICO**

**TO: Benjamin Phillips
Associate General Counsel
414 Silver St NW, MS – AS1
Albuquerque, NM 87158
Ben.phillips@pnmresources.com**

**Mark Fenton
Director, Regulatory Policy and Case Management
414 Silver St. NW, MS – 1105
Albuquerque, NM 87158
Mark.fenton@pnmresources.com**

INTRODUCTION and INSTRUCTIONS

The Coalition for Clean Affordable Energy ("CCAЕ") requests that Public Service Company of New Mexico ("PNM") respond to the following interrogatories and request for production of documents (collectively "Interrogatories"), pursuant to § 1.2.2.25 NMAC of the New Mexico Public Regulation Commission Utility Division Procedures and Rules 1-026

through 1-037 NMRA 1999. Responses should be signed by the person making them and should indicate the names of any other persons upon whose personal knowledge responses are based.

In answering these Interrogatories, please furnish all information which is available to PNM, including information in the possession of its attorneys, accountants and other agents of PNM.

Each of these Interrogatories is deemed to be a continuing interrogatory. You are required to file supplementary answers if you obtain further or different information between the time your answers are served and the time of hearing.

Unless otherwise indicated, the following definitions of terms shall apply herein:

1. "Agreement" means any contract, written or oral, or any non-contractual understanding.

2. "And" as well as "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of these interrogatories or requests any information which might otherwise be construed to be outside their scope.

3. "Communication" is to be construed broadly and includes but is not limited to any oral statement, dialogue, telephone conversation, colloquy, discussion, or conversation and any transfer of thought or ideas between persons electronically or by means of documents, including any transfer of data from one location to another by electronic or similar means.

4. "Correspondence" includes all letters, telegrams, notices, messages, or other written or electronic communications or memoranda, or other records of conversations, meetings, conferences or other oral communications.

5. "Date" shall mean the exact day, month and year if ascertainable, or if not the best approximation thereof in relation to other events.

6. To "describe," "detail," "describe in detail," "state" or "state in detail" shall mean to relate as completely as possible each and every act, omission, incident, event, condition, circumstance, or thing relating directly or indirectly to the subject of the description, including all pertinent dates.

7. "Document" is to be construed broadly and means any written, recorded or graphic matter however produced or reproduced, including but not limited to correspondence, telegrams, other written communications, magazine or journal articles, computer files, contracts, agreements, notes, memoranda, analyses, projections, work papers, diaries, calendars, visual or auditory recordings or reproductions, photographs, drawings, maps, logs, exhibits, pleadings, financial statements, minutes of meetings of the board of directors of PNM, or of any of its committees appointed by or reportable to them, or any other writings, including copies of any of the foregoing now in the possession, custody or control of PNM, its parent companies or organizations, its subsidiaries, its divisions, its members, its merged or acquired predecessors, its

present or former directors, officers, counsel, consultants, agents, employees and all persons acting on its behalf.

8. "Employee" shall include officers, employees or agents of PNM, including but not limited to independent accounting and/or consulting firms retained by PNM and shall mean any person serving in such capacity at any time during or since 1990, unless the question indicates a longer period of time, even though no longer serving in such capacity.

9. To "explain" means to make known in detail, to make clear the cause or reason of and account for each act, omission, incident, event, condition, circumstance, decision, and/or thing relating directly or indirectly to the subject of the explanation including all pertinent dates.

10. To "identify" a person means to include his or her full name, including middle name or initial, his or her employer or other organizational affiliation at the date of the relevant transaction or event and at the present, his or her title and duties in the company or other organization with which he or she was then affiliated and is now affiliated, and his or her last known business address and telephone number or if not available last known residence address and telephone number. In any other context, "identify" means to provide facts sufficient to establish the identity of the document or other thing(s) at issue, such as its origin, location, ownership, date, purpose, title, and so forth.

11. "Person" or "persons" means natural persons, groups of natural persons acting as individuals or in a collegial capacity (e.g. a committee or board of directors), corporations, partnerships, joint ventures, and any other incorporated or unincorporated business or social entity.

12. "Policy" means each rule, procedure or directive, formal or informal, written or unwritten, and each common understanding of course of conduct which was recognized as such by your present or former directors, officers, agents, employees or other persons acting or purporting to act on your behalf, which was in effect at any time during the time period relevant to the question and your response.

13. "Record" or "records" includes any regular, formal or not formal, official or not official memorandum, document or written or electronic preservation of any events, actions taken or rejected, decisions, and details thereof relating to the subject matter of the question and your response. A copy of the original "record" is preferred; stating the substance thereof will suffice where a copy cannot be made and is not available.

14. "PNM," "you" or "your" refers to the Public Service Company of New Mexico including any divisions, departments, business units, management teams, committees, subsidiaries, parent companies or organizations, affiliates, members, predecessors, present or former directors, officers, owners or agents of each such entity and all other persons acting or purporting to act on behalf of each such entity, as well as each joint venture or partnership in which that entity or person is a partner.

15. In the event PNM takes the position that documents or other items responsive to the requests herein are attorney-client privileged or protected attorney work product, please provide the date of the document or item, the name of the sender(s) or author(s), the name of the recipient, and a brief statement of the contents or subject matter of the document or other item.

16. To the extent that these requests seek information that is available in Word, WordPerfect, PowerPoint or Excel files, please provide, in addition to the written responses, the underlying electronic files.

INTERROGATORY CCAE 2-1:

Regarding the residential lighting programs, how many energy-efficient lamps did PNM target for purchase in its program plans and how many were actually purchased through PNM's programs in 2010, 2011, 2012, 2013 and 2014 (preliminary estimate for 2014)?

INTERROGATORY CCAE 2-2:

Regarding the residential lighting program, what was the projected program cost per GWh of first year net energy savings in program plans and what was the actual program cost per GWh of first year net energy savings in 2010, 2011, 2012, 2013 and 2014 (preliminary estimate for 2014)?

INTERROGATORY CCAE 2-3:

What is the estimated incremental program cost for adding 100,000 energy-efficient lamps to the proposed targets for the residential lighting program each year in program years 2015 and 2016?

INTERROGATORY CCAE 2-4:

What is the basis for assuming a net-to-gross ratio of 0.73 for LED lamps in the Residential Lighting program? Has the Company or the independent evaluator specifically evaluated the net-to-gross ratio for LED lamps in the past?

INTERROGATORY CCAE 2-5:

Regarding the commercial comprehensive program, what was the projected net energy savings in program plans and was the actual net energy savings achieved for program years 2010, 2011, 2012, 2013 and 2014 (preliminary estimate for 2014)?

INTERROGATORY CCAE 2-6:

Regarding the commercial comprehensive program, what was the projected program cost per GWh of first year net energy savings and was the actual program cost per GWh of first year net energy savings in 2010, 2011, 2012, 2013 and 2014 (preliminary estimate for 2014)?

INTERROGATORY CCAE 2-7:

What is the estimated incremental program cost for increasing the first year energy savings of the Commercial Comprehensive program by 10% (3.7 GWh) each year in program years 2015 and 2016?

INTERROGATORY CCAE 2-8:

Regarding the New Construction whole building portion of the Commercial Comprehensive program, how many new buildings participated in this portion of the program in 2013 and 2014 at each energy savings/incentive tier? How many new buildings does PNM project will participate in this portion of the program at each energy savings/incentive tier in 2015 and 2016?

INTERROGATORY CCAE 2-9:

Please estimate how much energy savings has been achieved by the Home Energy Reports program so far (through the most recent month for which data or preliminary data are available) and how does this compare to the projected energy savings for this time period when the program was planned?

INTERROGATORY CCAE 2-10:

What is the estimated annual program cost, cost effectiveness and energy savings if the Home Energy Reports program that is currently underway is continued in program year 2016?

INTERROGATORY CCAE 2-11:

What is the estimated cost for obtaining data on home characteristics (in particular, home square footage, primary heating and primary cooling systems) for homes in the treatment and control groups for the Home Energy Reports program?

INTERROGATORY CCAE 2-12:

What is the basis for assuming a net-to-gross ratio of 0.51 for evaporative cooling systems in the Residential Cooling program? Has the Company or the independent evaluator specifically evaluated the net-to gross ratio for residential evaporative cooling systems in the past?

INTERROGATORY CCAE 2-13:

What is the basis for assuming a net-to-gross ratio of 0.51 for high efficiency pool pumps in the Residential Cooling program? Has the Company or the independent evaluator specifically evaluated the net-to gross ratio for high efficiency pool pumps in the past?

INTERROGATORY CCAE 2-14:

What has been the company's past experience in terms of program participation relative to targeted participation when energy efficiency measures were promoted through rebates (as opposed to given away for free) to low-income households or owners of buildings occupied primarily by low-income households?

INTERROGATORY CCAE 2-15:

Regarding the Power Saver program, what was the total budget, what was the amount paid to the implementation contractor, and what was the minimum amount that could have been paid to the contractor according to the terms of the contract for 2011, 2012, 2013 and 2014 (preliminary estimates for 2014)?

INTERROGATORY CCAE 2-16:

Regarding the Power Saver program, could the budget be reduced in program years 2015 and 2016 if marketing and promotion of the program to new customers (i.e., customers not currently

participating in the program) was cut back or eliminated, without violating contractual obligations to the program implementation contractor? How much could the budget be reduced, either exactly or approximately, if the marketing and promotion to new customers is cut back or eliminated?

INTERROGATORY CCAE 2-17:

Regarding the Peak Saver program, what was the total budget, what was the amount paid to the implementation contractor, and what was the minimum amount that could have been paid to the contractor according to the terms of the contract for 2011, 2012, 2013 and 2014 (preliminary estimates for 2014)?

INTERROGATORY CCAE 2-18:

Regarding the Peak Saver program, could the budget be reduced in program years 2015 and 2016 if marketing and promotion of the program to new customers (i.e., customers not currently participating in the program) was cut back or eliminated, without violating contractual obligations to the program implementation contractor? How much could the budget be reduced, either exactly or approximately, if the marketing and promotion to new customers is cut back or eliminated?

INTERROGATORY CCAE 2-19:

Please provide copies of the contracts that PNM has entered into with the contractors implementing the Power Saver and Peak Saver load management programs.

INTERROGATORY CCAE 2-20:

Considering the request for an increase in retail electric rates that PNM filed in December, 2014 (Case No. 14-00332-UT), how much additional revenue would PNM collect from its customers in 2016 as a result of the rate increase if the requested increase in rates is approved without modification?

Submitted by:

COALITION FOR CLEAN AFFORDABLE ENERGY

Charles F. Noble
Attorney for CCAE
409 E. Palace Ave., Unit 2
Santa Fe, NM 87501
505-820-1589
Noble.ccae@gmail.com