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June 25, 2018

VIA ELECTRONIC FILING

Mr. Daniel P. Wolf
Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, Minnesota 55101-2147

RE: Information Request Responses
Various Petitions for Approval of Firm Gas Transportation Agreements

PUBLIC DOCUMENT—TRADE SECRET DATA REDACTED

Docket Nos. PL-6580/M-06-1063
PL-6580/M-13-91
PL-6580/M-13-94
PL-6580/M-14-386
G-022/M-14-342
PL-6850/M-14-578
PL-6580/M-14-1056
PL-6580/M-15-967
PL-6580/M-15-968
PL-6580/M-15-1041
PL-6580/M-16-936
PL-6580/M-16-1026

Dear Mr. Wolf:

Greater Minnesota Transmission, LLC received Information Requests 1 through 4 from Commission staff on June 12, 2018. The staff rate analyst specifically instructed GMT to file its responses in each docket identified above. Accordingly, the responses are attached hereto for filing in the respective dockets. GMT incorporated its responses at the end of Information Request.

The attached document is a public document, as trade secret information has been excised.

Please do not hesitate to contact me should you have any questions or concerns or if you require additional information. My direct dial number is (507) 665-8657 and my email address is kanderson@greatermngas.com. All individuals identified on the official service lists for each respective docket have been electronically served with the same.



June 25, 2018
Mr. D. Wolf
Page 2

Sincerely,

GREATER MINNESOTA TRANSMISSION, LLC

/s/
Kristine A. Anderson
Corporate Attorney

cc: Service List

This question is:

Trade Secret

X Public

**State of Minnesota
Public Utilities Commission**

Utility Information Request

Docket Numbers: Multiple
Company Name: Greater Minnesota Transmission (GMT)

Date of Request: June 12, 2018
Response Due: June 26, 2018

Requested From: Greg Palmer/Kristine Anderson

RE: Pursuant to the Commission’s February 18, 2016 Order in the 15-967 and 15-968 dockets, Order Point 2, GMT filed its compliance filing on January 12, 2018, stating the 2017 load utilization factors by intrastate pipeline segment. GMT filed its compliance in Docket Nos. 06-1063, 13-91, 13-94, 14-342, 14-578, 14-1056, 15-967, 15-968, 15-1041, 16-1026, and 16-936. Please provide the following information to be filed in all of the above dockets by June 26, 2018. If there are any questions, please do not hesitate to contact me.

Analyst Requesting Information: Bob Brill/Eric Bartusch

Type of Inquiry:

<input checked="" type="checkbox"/>	Financial – Information Request		Rate of Return		Rate Design
<input type="checkbox"/>	Engineering		Forecasting		Conservation
<input type="checkbox"/>	Cost of Service		CIP		Other:

If you feel your responses are proprietary, please indicate and please explain why the information is proprietary.

Request Number	
1	In the 06-1063 and 13-94 dockets, provide an explanation of how Greater Minnesota Gas’ (GMG) load utilization factor of 159.32% was calculated. Were other GMT customers able to use their subscribed capacity at the same time GMG was using 159% of its capacity? Explain how GMT was operationally able to accommodate this utilization of these two pipeline segments.
2	Because GMG used more than its subscribed capacity on GMT, was GMG assessed penalties? If so, provide the assessed 2017 penalties amounts and the applicable tariff sheets that reflects GMT’s penalty provisions. If not, provide a discussion that explains why GMG was not assessed penalties for its over-utilization of GMT’s system.
3	Did GMG use other shippers’ released capacity, if so, did GMG pay GMT’s max rates for the capacity release or did GMG receive a discount from max rates? Please explain.
4	Provide a list the GMG customers causing this over-utilization of capacity.

Request No. 1: In the 06-1063 and 13-94 dockets, provide an explanation of how Greater Minnesota Gas' (GMG) load utilization factor of 159.32% was calculated. Were other GMT customers able to use their subscribed capacity at the same time GMG was using 159% of its capacity? Explain how GMT was operationally able to accommodate this utilization of these two pipeline segments.

GMT RESPONSE:

GMT calculated the load utilization factor for GMG using the following equation: the annual volume of 58,150 dekatherms divided by the sum of the contract entitlement of 100 dekatherms multiplied by 365 days: $58,150 / (100 \times 365) = 159.32\%$.

GMT's remaining customers always have access to their contract entitlement. Pursuant to the provisions of the various customer agreements, customers have access to overrun capacity if it is available. GMT was operationally able to provide overrun service to GMG, as the loads causing the overrun occurred in October and November when GMT's remaining customers were not using their capacity for electric generation or space heating. GMG contracted for 0.1% of the entitlement of GMT's main line and 8% of the entitlement of its lateral line. As such, overruns on GMG's contract are a small percentage of the total line capacity; and, usage by GMG's interruptible grain drying customers (which resulted in the overrun) typically occurs during non-peak space heating and electric generation load periods. If GMT's other customers wanted to utilize their capacity at the same time as GMG and no overrun capacity was available, GMG would be obligated to interrupt its grain drying customers. Since there was sufficient overrun capacity available at the time, GMG was able to provide the requested interruptible service.

Request No. 2: Because GMG used more than its subscribed capacity on GMT, was GMG assessed penalties? If so, provide the assessed 2017 penalties amounts and the applicable tariff sheets that reflects GMT's penalty provisions. If not, provide a discussion that explains why GMG was not assessed penalties for its over-utilization of GMT's system.

GMT RESPONSE:

Pursuant to the terms of Section 3.4 of GMT's Agreement with GMG, GMG was assessed the approved daily overrun volume charge for the days when the actual deliveries to GMG exceeded the daily demand volume in its contract. GMT billed GMG \$4,782 for its 2017 overrun charges, which amount was paid by GMG.

Request No. 3: Did GMG use other shippers' released capacity, if so, did GMG pay GMT's max rates for the capacity release or did GMG receive a discount from max rates? Please explain.

GMT RESPONSE:

GMG used overrun capacity authorized under Section 3.4 of its Agreement and it did not consider purchasing release capacity. The sporadic nature of interruptible grain drying load makes use of firm capacity cost prohibitive for service to the grain drying market.

Request No. 4: Provide a list (sic) the GMG customers causing this over-utilization of capacity.

GMT RESPONSE:

NON-PUBLIC RESPONSE – CONTAINS TRADE SECRET DATA

GMG used overrun service from GMT pursuant to Section 3.4 of its contract, as discussed above. GMG similarly uses overrun service from Northern Natural to serve the grain drying market. Normally, in the pipeline and gas supply sectors, prudent use of available overrun capacity to serve an interruptible market is deemed cost effective supply management and is seen as a general benefit to society. The customers causing the overrun use are listed below and all use natural gas for grain drying.

GMT respectfully requests that the content of the answer included below be treated as protected data because the information was supplied by GMT; GMT has taken reasonable efforts to maintain its secrecy by redacting it from public view and protecting private customer data from non-organization individuals; and, GMT derives independent economic value from its private customer information not being known by competitors, suppliers, and/or other members of the public who could obtain economic value from its use and whose use of the information could deleteriously impact GMT.

TRADE SECRET DATA BEGINS:

Customer Name

TRADE SECRET DATA ENDS.