

**STATE OF MINNESOTA
PUBLIC UTILITIES COMMISSION**

Beverly Jones Heydinger	Chair
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Dan Lipschultz	Commissioner
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**In the Matter of Great River Energy’s
2014 Integrated Resource Plan**

MPUC Docket No. ET2/RP-14-813

**MOTION TO THE COMMISSION TO COMPEL DISCLOSURE OF INFORMATION
FROM GREAT RIVER ENERGY AND RE-DESIGNATE INFORMATION AS PUBLIC**

The Environmental Intervenors (“EI”) move to compel the disclosure of information requested from Great River Energy (“GRE”) in order to respond to GRE’s Supplemental Reply Comments filed June 29, 2015 and to re-designate inappropriately labeled “trade secret” information as “public” in order to effectively advocate for our position at the upcoming agenda meeting.

I. GRE MUST RESPOND TO REASONABLE INFORMATION REQUESTS

EI request that the Commission compel GRE to disclose the revenue generated by Spiritwood under Minnesota Rule 7843.0300 subpart 8 and pursuant to the terms of the Protective Agreement in place between the parties. (The Protective Agreement is attached as Ex. A to this Motion.) Minnesota Rule 7843.0300 subpart 8 states that “[t]he parties [to an Integrated Resource Planning proceeding] shall comply with reasonable requests for information by the commission, other parties, and other interested persons. . . . Disputes regarding information requests may be taken to the commission.” Despite the Protective Agreement in place between MCEA (as counsel for EI) and GRE, GRE has refused to supply information on the revenue generated from its Spiritwood plant reasonably requested by EI.

A. History of Requests and Responses

On March 6, 2015, EI served Information Requests (“IRs”) 36-38 on GRE.¹ EI IR 36 stated: “Refer to the responses to [EI] Information Requests Nos. 24 and 31. Provide the annual estimated revenues from the sale of electricity and steam to the Dakota Spirit AgEnergy.” IR 37 stated: “Refer to the response to [EI] Information Request No. 24. Provide the annual estimated revenues from the sale of electricity (if applicable) and steam to the Cargill malt plant.”

EI sought this information to bolster the argument we made in our Initial Comments, that GRE’s excess capacity position and increasing costs are significant risk factors.² Specifically, we stated that

Spiritwood, coupled with low levels of load growth, has likely contributed to some risky courses of action that GRE has adopted in order to cover its increasing operating costs. For example, GRE has invested millions of dollars to build one of two ethanol plants that will use steam from Spiritwood and its lack of interest in retiring Stanton Station is likely due in part to the contribution the plant currently makes to off-system sales revenue.³

Spiritwood’s revenue from sales of electricity and steam to Dakota Spirit AgEnergy and Cargill is directly relevant to how GRE is covering its operating costs and whether the Commission should or should not endorse a particular course of action in this IRP proceeding for GRE to cover its operating costs going forward.

GRE responded to these IRs on March 16, 2015.⁴ Despite the relevance of the information sought to EI’s Initial Comments, GRE refused to provide the requested information because it “treats the agreements with [Dakota Spirit AgEnergy and Cargill] as Trade Secret.” “Trade Secret Information” is defined by Minn. Stat. § 13.37, subd. 1(b) as information “that

¹ EI Information Requests 36-38, PUC Document ID 20153-107982-01.

² EI Non-public Initial Comments, PUC Document ID 20153-107856-03, at 2.

³ *Id.* at 12.

⁴ GRE Response to EI Information Requests 36-38, PUC Document ID 20153-108290-01.

derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.” Pursuant to the terms of the Protective Agreement, this information sought by EI would not be disclosed to or used by persons who can obtain economic value from it. MCEA would be required to keep this information confidential; as it has done with all of the nonpublic and trade secret information it receives in this and other Commission dockets.

On Friday, March 20, 2015, MCEA contacted GRE to clarify how disclosing this information to MCEA pursuant to the Protective Agreement in place would compromise the independent economic value GRE derives from the information such that it must be treated differently from other information in this docket. (MCEA’s March 20 email to GRE is attached as Ex. B to this Motion.) MCEA and GRE conferred about this issue but GRE did not provide an adequate explanation as to why this information would jeopardize the independent economic value derived from the confidential nature of this information if disclosed pursuant to the terms of the Protective Agreement.

B. Request for Commission Resolution of this Dispute

On June 29, 2015, GRE submitted “Supplemental” Reply Comments alleging that EI did not raise the issue of Spiritwood’s profitability in our Initial Comments and criticizing EI’s “understanding of the MISO market and flawed assumptions.”⁵ Because we did not have the requested information regarding Spiritwood’s revenue, and to avoid bringing this discovery dispute to the Commission, in our Reply Comments EI approximated the revenue generated from Spiritwood using MISO values and publicly available information in order to flesh out the

⁵ GRE Supplemental Reply Comments, PUC Document ID 20156-111849-01 at 1.

argument raised in our Initial Comments. EI asserts that GRE's "Supplemental" Reply Comments are unwarranted given that this issue was clearly raised in our Initial Comments, but, regardless, because GRE has chosen to attack the validity of this argument, EI is now forced to bring this discovery dispute to the Commission.

EI's primary argument in this proceeding is that scheduling retirement of Stanton Station should be a priority given, *inter alia*, GRE's excess capacity and risky actions such as operating Spiritwood at a loss. GRE has made it extremely difficult to adequately refute GRE's attack on this argument contained in the "Supplemental" Reply Comments due to GRE's unwillingness to respond to reasonable requests for information. EI therefore requests that the Commission compel GRE to provide the information requested in EI IRs 36 and 37, subject to the Protective Agreement in place between the parties, in advance of the agenda meeting in this proceeding.

II. GRE'S DESIGNATIONS PURSUANT TO PROTECTIVE AGREEMENT ARE OVERBROAD

There is a significant amount of information designated as non-public by GRE that EI asserts should have been public (e.g., net generation, fuel consumption and capacity factor for Stanton Station,⁶ peak and non-peak market price forecasts, coal price forecasts, Installed Capacity values, etc.), but the only designation that MCEA seeks to have resolved in advance of the agenda meeting is the designation of the operation and maintenance expenses for GRE's power plants as trade secret.⁷

⁶ GRE initially refused to provide that information at all in response to EI's IR 28(c), claiming it was irrelevant. (GRE Response to IR 28-29, PUC Document ID 20152-107777-01.) MCEA contacted GRE via email on March 9, 2015 to attempt to reach resolution on this issue. (MCEA's email and GRE's response is attached to this motion as Exhibit C.) Although GRE provided the requested information, it designated the data as Trade Secret. (Ex. C; *see also* GRE Amended Response to IR 28c Non-Public, PUC Document ID 20153-108102-02.)

⁷ GRE designated the operation and maintenance costs of its plants and peak and non-peak market prices as trade secret in response to EI IR No. 2.

A. The Commission May Resolve This Dispute Pursuant To The Terms Of The Protective Agreement.

As noted above, GRE and MCEA entered into a Protective Agreement to protect “Trade Secret Information as defined by Minn. Stat. § 13.01 *et seq.*”⁸ Although the Agreement defines Trade Secret Information and Nonpublic Data as “data designated as Trade Secret or Nonpublic by GRE,” the Agreement also states that it “shall not be construed as an agreement or ruling on the discoverability, confidentiality or privileged designation of any such information or document.” The Agreement explains that “[a]ny person at any time upon (10) days prior notice⁹ may seek by appropriate pleading to have documents or other matters that have been designated as Trade Secret Information or Nonpublic Data removed from the protective requirements of this Agreement or to have them handled in a manner differently than described in this Agreement (either for greater or lesser trade secret or nonpublic protections).”¹⁰ EI seeks, by way of this motion, to have the protective requirements lifted from the operation and maintenance expenses for GRE’s power plants.

B. GRE’s Non-Public Designations Are Out Of Line With IRP Standard Practice And The Commission Should Re-Designate The Requested Information As Public.

A comparison of GRE’s designations in this docket with designations made by Xcel Energy in its most recent IRP docket, as an example, demonstrate that GRE is out of step with standard practice in these dockets. The following examples demonstrate this disparity:

⁸ Ex. A at 1.

⁹ Upon submitting Reply Comments, MCEA contacted GRE to ask GRE to review all of the trade secret and non-public designations in dispute to confirm that all of these numbers were indeed intended to be classified in such a way, and, if so, to indicate the specific bases for each designation. (MCEA’s May 1 email is attached as Ex. D to this Motion.) GRE did not respond to this request. MCEA most recently requested a response from GRE on July 8, 2015, and GRE confirmed its position. (MCEA’s July 8 email and GRE’s response is attached as Ex. E to this Motion.) GRE has therefore had much more than the ten days’ notice required by the Agreement.

¹⁰ Ex. A at 3.

- Operation and Maintenance expenses are public data for Investor Owned Utilities (“IOUs”), but not for co-ops. IOUs must provide these data to the Federal Energy Regulatory Commission (“FERC”), which is not required of co-ops. There is no basis to assert that GRE has a greater need for confidentiality—the fact that the FERC does not have jurisdiction to require GRE to report the same data does not make these data trade secret.
- Peak and non-peak market price forecast data that GRE maintains is trade secret is public and available at page 15 of Appendix J of Xcel’s IRP.
- The Energy Information Administration typically publishes net generation, fuel consumption and capacity factor information, but for reasons that are not clear, EIA did not publish that information for relevant years for Stanton Station. Because this information should be public, there is no basis for GRE’s designation of the information as trade secret.
- Page 1 of GRE’s Appendix B contains the existing sales and purchases contracts GRE has and lists that data including the name of the counterparty as trade secret. Appendix J of Xcel’s IRP shows its Power Purchase Agreement data as public at pages 22 and 23.
- GRE’s coal price forecast is a non-public worksheet attached to its response to EI IR 2. Xcel gives a public generic price forecast at page 16 of Appendix J. Although Xcel’s forecast is not plant specific, there are generally only small differences in fuel cost between coal plants in the same utility portfolio.
- The heat rates for GRE’s plants are trade secret at Table B-5 of Appendix B. Xcel lists that data as public at page 43 of Appendix J. Heat rates for power plants in general is public information disclosed on Energy Information Administration Form 923.
- The only place the installed capacity (“ICAP”) values of GRE’s plants are listed is in the non-public output data in MCEA IR 2. Xcel’s ICAP values are publicly available on page 20 of Appendix J.

These examples are meant to demonstrate that GRE’s designations are out of step with standard practice—EI is not asking for *all* of this mis-labeled information to be re-designated as public at this time. EI is only asking that the operation and maintenance costs be re-designated as public so that MCEA can effectively advocate for EI’s position at the upcoming agenda meeting.

III. Request

EI request that the Commission (1) compel GRE disclose Spiritwood’s revenue pursuant to Minn. R. 7843.0300 subpart 8; and (2) re-designate operation and maintenance costs as public information.

Dated: July 10, 2015

Respectfully submitted,

/s/ Leigh Currie

Leigh Currie
Minnesota Center for
Environmental Advocacy
26 E. Exchange St., Suite 206
St. Paul, MN 55101
lcurrie@mncenter.org
(651) 287- 4873

Attorney for Environmental Intervenors

**STATE OF MINNESOTA
BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION**

In the Matter of Great River Energy's
2015-2029 Integrated Resource Plan

Docket No.: ET2/RP-14-813

PROTECTIVE AGREEMENT

I. BACKGROUND:

On October 31, 2014, Great River Energy ("GRE") filed its 2015-2029 Integrated Resource Plan ("Resource Plan") in Minnesota Public Utilities Commission ("Commission") Docket no. ET2/RP-14-813. During the Commission's proceedings on the Resource Plan, GRE may file, and requests of GRE may be made, to provide Trade Secret Information as defined by Minn. Stat. § 13.01 *et seq.* This Protective Agreement ("Agreement") is intended to protect GRE's Trade Secret Information and other Nonpublic Data, as defined below, from unauthorized disclosure. In the event that the Commission or an Administrative Law Judge issues a protective order in this proceeding, that order shall replace this Agreement.

I. ACCORDINGLY, IT IS HEREBY STIPULATED AND AGREED AS FOLLOWS:

4. (a) Trade Secret Information and/or Nonpublic Data. The terms Trade Secret Information and Nonpublic Data, for purposes of this Agreement, means data designated as Trade Secret or Nonpublic by GRE. All Trade Secret Information or Nonpublic Data shall be furnished pursuant to the terms of this Protective Agreement, and shall be treated by all persons accorded access thereto pursuant to this Agreement as constituting Trade Secret Information or Nonpublic Data and shall be used solely for the purpose of this proceeding and solely in accordance with this Agreement, and shall not be used or disclosed for any other purpose or in any other manner. For purposes hereof, notes made pertaining to or prepared as the result of a

review of Trade Secret Information or Nonpublic Data that reference the Trade Secret Information or Nonpublic Data shall be subject to the terms of this Agreement. Any Trade Secret Information or Nonpublic Data received in photographic, digital or electronic formats shall be identified as protected by GRE by means appropriate to the medium and shall be handled by the recipient in a manner suitable to protect its trade secret designation.

(b) Use and Disclosure of Trade Secret Information and/or Nonpublic Data. All Trade Secret Information or Nonpublic Data made available pursuant to this Agreement shall be given solely to representatives of the party that has signed this Agreement. Trade Secret Information or Nonpublic Data shall not be used by any such representative except for purposes of this proceeding. The Trade Secret Information or Nonpublic Data may not be used or referenced in other proceedings in Minnesota or in other jurisdictions. Unless otherwise provided in this Agreement, all Trade Secret Information or Nonpublic Data will be safeguarded and handled in Commission proceedings with at least the degree of care set forth in the Commission's September 1, 1999, *Revised Procedures for Handling Trade and Privileged Data* ("Commission Procedures").

(c) Nondisclosure Protective Agreement. All representatives of the party signing this Agreement who are given access to Trade Secret Information and/or Nonpublic Data are required to agree in writing to comply with and be bound by this Agreement by signing a Nondisclosure Protective Agreement in the form which is attached hereto and incorporated herein as Exhibit A, and shall provide a copy of the signed Exhibit A to below identified counsel for GRE in advance of being provided the Trade Secret Information or Nonpublic Data. GRE shall have five (5) business days from electronic receipt of a signed Exhibit A and eight (8) business days if mailed in which to object to the disclosure of the requested information to the

proposed representative. No disclosure of any Trade Secret Information or Nonpublic Data shall be made to the representative until the specified period for objecting has expired. The Nondisclosure Protective Agreement, Exhibit A shall contain the representative's full name, permanent address and employer.

(d) Challenge to Trade Secret Information or Nonpublic Data Designation and Other Special Requests. This Agreement shall not be construed as an agreement or ruling on the discoverability, confidentiality or privileged designation of any such information or document. Any person at any time upon ten (10) days prior notice may seek by appropriate pleading to have documents or other matters that have been designated as Trade Secret Information or Nonpublic Data removed from the protective requirements of this Agreement or to have them handled in a manner differently than described in this Agreement (either for greater or lesser trade secret or nonpublic protections). If the Trade Secret nature of this information is challenged, resolution of the issue shall be in accordance with the regulations and procedures of the Commission, and in a manner that preserves the Trade Secret or Nonpublic nature of the information unless and until a decision is made by the Commission that the information is not entitled to treatment as Trade Secret Information or Nonpublic Data, and GRE has not appealed that decision within the time provided by statute or Commission rule or order.

5. Use of Trade Secret Information and/or Nonpublic Data in Submittals. Where reference to Trade Secret Information or Nonpublic Data is required in comments, pleadings, cross-examinations, briefs, argument, motions or any other filing or submittal with or to the Commission, it shall be by citation of title or exhibit number or by some other non-confidential description. Any further use of or substantive references to Trade Secret Information or Nonpublic Data shall be filed with or transmitted to the Commission in accordance with

Commission procedures for Trade Secret Information. All the protections afforded in this Agreement apply to materials prepared and distributed under this paragraph.

6. Use of Trade Secret Information and/or Nonpublic Data in Hearings or Commission Meetings. No person receiving Trade Secret Information or Nonpublic Data shall use the Trade Secret Information or Nonpublic Data in a hearing without first conferring with GRE regarding limitations or procedures that can be used to avoid disclosing the confidential aspects of the Trade Secret Information or Nonpublic Data at issue to persons not otherwise entitled to receive such information. If the parties cannot reach agreement regarding the use of such information, then the dispute shall be submitted to the Commission before the information is used or publicly disclosed. Without limiting the foregoing, no party shall refer to Trade Secret Information or Nonpublic Data on oral testimony, cross-examination or argument except in accordance with this paragraph.

7. Return. Unless otherwise ordered, Trade Secret Information or Nonpublic Data, including transcripts of any depositions to which a claim of "trade secret" or "nonpublic" status is made, shall remain under seal, shall continue to be subject to the protective requirements of this Agreement, and shall either be certified as destroyed by the receiving person or returned to counsel for GRE within 30 days after final settlement or conclusion of the above-identified matter including administrative or judicial review thereof, unless otherwise agreed upon by GRE.

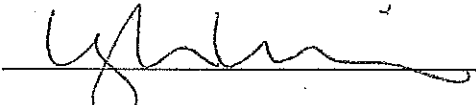
8. Reservation of Rights. The parties hereto affected by the terms of this Agreement further retain the right to question, challenge, and object to the admissibility of any and all data, information, studies and other matters furnished under the terms of this Agreement in response to data requests, interrogatories, requests for information or documents or cross-examination on the grounds of relevancy or materiality. Nothing in this Agreement shall be construed as a waiver of

the parties' rights to decline to provide information protected from disclosure by the rules of privilege recognized by law.


9. Inadvertent Disclosure. GRE shall not have waived its right to designate any documents, data, information, studies, or other materials as Trade Secret Information or Nonpublic Data by inadvertent disclosure, provided GRE thereafter gives written notice to the recipient(s) of such information that it should have been designated as Trade Secret or Nonpublic. From and after receipt of such notice, the previously disclosed information subsequently identified as Trade Secret or Nonpublic shall be treated as Trade Secret Information and/or Nonpublic Data for purposes of this Agreement.

ACCEPTED AND AGREED by the undersigned counsel or representatives on behalf of the parties:

Dated: 11-25-14

By: 

Dated: 11/26/2014

By: 

Donna Stephenson
Associate General Counsel
Great River Energy
12300 Elm Creek Blvd.
Maple Grove, MN 55369

NONDISCLOSURE PROTECTIVE AGREEMENT, EXHIBIT A

I, the undersigned, hereby acknowledge that I have read the attached Protective Agreement in connection with MPUC Docket No. ET2/RP-14-813 and understand the terms thereof and agree to be bound by all such terms. Without limiting the generality of the foregoing, I agree not to disclose any materials or information designated "Trade Secret, Nonpublic Data, or Confidential" or disclose any copies of or extracts from such materials or information to any person or entity not authorized to receive such materials or information under the terms of the Protective Agreement. I further agree to use any such materials disclosed to me solely for the purpose of this proceeding and for no other purpose.

I hereby submit myself to the jurisdiction of the Minnesota Public Utilities Commission for the purpose of enforcing said Protective Agreement.

Dated: Nov. 25, 2014

L. Murphy
Signature

Leah Murphy
Type or Print Name

26 E. Exchange St, suite 200, St. Paul
Address MN, 55

MCEA
Name of Employer

MCEA
Name of Party

NONDISCLOSURE PROTECTIVE AGREEMENT, EXHIBIT A

I, the undersigned, hereby acknowledge that I have read the attached Protective Agreement in connection with MPUC Docket No. ET2/RP-14-813 and understand the terms thereof and agree to be bound by all such terms. Without limiting the generality of the foregoing, I agree not to disclose any materials or information designated "Trade Secret, Nonpublic Data, or Confidential" or disclose any copies of or extracts from such materials or information to any person or entity not authorized to receive such materials or information under the terms of the Protective Agreement. I further agree to use any such materials disclosed to me solely for the purpose of this proceeding and for no other purpose.

I hereby submit myself to the jurisdiction of the Minnesota Public Utilities Commission for the purpose of enforcing said Protective Agreement.

Dated: Nov, 25, 2014

Anna Sommer
Signature

Anna Sommer
Type or Print Name

Po Box 766 Grand Canyon AZ 86023
Address

Sommer Energy LLC
Name of Employer

Name of Party



IRs 36 & 37

3 messages

Leigh Currie <lcurrie@mncenter.org>

Fri, Mar 20, 2015 at 2:51 PM

To: "Irossmccalib@GREnergy.com" <irossmccalib@greenergy.com>

Laureen,

I'm hoping you can provide some clarification for GRE's responses to MCEA's IRs Nos. 36 & 37. GRE indicated that it could not disclose the requested information regarding revenue from the sale of electricity and steam to either DSA or Cargill because it is deemed Trade Secret. But I'm not clear as to why this particular information is not covered by the non-disclosure agreement in place between GRE and MCEA. GRE has labeled a great deal of information as non-public in this proceeding and subject to the non-disclosure agreement, which MCEA has of course honored. If you could clarify why this information is being treated differently, I would appreciate it.

Thank you,
Leigh

—

Leigh Currie
Staff Attorney
Minnesota Center for Environmental Advocacy
26 East Exchange Street, Suite 206
St. Paul, MN 55101
651-287-4873 (phone)
651-223-5967 (fax)

lcurrie@mncenter.org
mncenter.org

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Ross McCalib, Laureen GRE-MG <irossmccalib@greenergy.com>

Mon, Mar 23, 2015 at 11:51 AM

To: Leigh Currie <lcurrie@mncenter.org>

Cc: "Stephenson, Donna GRE-MG" <dstephenson@greenergy.com>

Leigh – Might you be available for a call with me and Donna Stephenson to discuss your request below? Here are some times that are available for us in the next few days:

Tuesday, March 24 (tomorrow) between 1:00 and 3:00 p.m.

Wednesday, March 25 between 10:30 and noon and 2:30 or 3:00

Thursday, March 26 at 1:00 or 3:00.

Exhibit B p. 1 of 2

Thank you,

Laureen

From: Leigh Currie [mailto:lcurrie@mncenter.org]

Sent: Friday, March 20, 2015 2:51 PM

To: Ross McCalib, Laureen GRE-MG

Subject: IRs 36 & 37

[Quoted text hidden]

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Leigh Currie <lcurrie@mncenter.org>

Mon, Mar 23, 2015 at 12:03 PM

To: "Ross McCalib, Laureen GRE-MG" <lrossmccalib@greenergy.com>

Cc: "Stephenson, Donna GRE-MG" <dstephenson@greenergy.com>

Sure. The only time you mentioned that will NOT work for me is Thursday at 3:00. The rest of the times are fine.

Thanks,

Leigh

[Quoted text hidden]



Leigh Currie <lcurrie@mncenter.org>

GRE IR Response 28

4 messages

Leigh Currie <lcurrie@mncenter.org>

Mon, Mar 9, 2015 at 10:57 AM

To: "Irossmccalib@GREnergy.com" <lrossmccalib@greenergy.com>

Laureen,

I am hoping we can reach an agreement about IR 28(c). MCEA is looking for the net generation, fuel consumption, and capacity factor by month for Stanton Station since December 2012. For reasons that are unclear, that information is not available from the typical public source - the Energy Information Administration. MCEA disagrees with GRE's response that this information is irrelevant and will not assist the Commission in evaluating GRE's IRP. As you know, MCEA has asserted in its initial comments that expansion plan H, which includes retirement of Stanton Station, is a more appropriate expansion plan than expansion plan E. Moreover, the recent performance of any unit, particularly one under consideration for retirement, is useful in understanding the relationship of the unit to the system on which it operates and also serves as a benchmark against which to measure whether the IRP is accurately representing GRE's system and the expected performance of its units.

I am hoping that GRE will reconsider its position on the reasonableness of this request under Minn. R. 7843.0300 subp. 8, particularly in light of MCEA's initial comments, and provide this information so that we don't need to involve the Commission in resolving this dispute.

Thank you for your consideration,

Leigh

—

Leigh Currie
Staff Attorney
Minnesota Center for Environmental Advocacy
26 East Exchange Street, Suite 206
St. Paul, MN 55101
651-287-4873 (phone)
651-223-5967 (fax)

lcurrie@mncenter.org
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Ross McCalib, Laureen GRE-MG <lrossmccalib@greenergy.com>

Tue, Mar 10, 2015 at 4:30 PM

To: Leigh Currie <lcurrie@mncenter.org>

Cc: "Stephenson, Donna GRE-MG" <dstephenson@greenergy.com>, "Selander, Stan GRE-MG" <SSelander@greenergy.com>

Leigh – We have reconsidered the response to MCEA IR28c, and will provide you with the net generation and

fuel consumption data for Stanton Station that we submitted to EIA. Since EIA has not yet published this information, we will be submitting the amended response to IR 28c as Trade Secret.

Our intent is to provide the updated response before the end of the day tomorrow, March 11.

Thank you,

Laureen

From: Leigh Currie [mailto:lcurrie@mncenter.org]

Sent: Monday, March 09, 2015 10:58 AM

To: Ross McCalib, Laureen GRE-MG

Subject: GRE IR Response 28

[Quoted text hidden]

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Leigh Currie <lcurrie@mncenter.org>

Tue, Mar 10, 2015 at 4:42 PM

To: "Ross McCalib, Laureen GRE-MG" <rossmccalib@greenergy.com>, Anna Sommer <sommerenergy@gmail.com>

Thank you. We'll look for your response tomorrow.

[Quoted text hidden]



Trade Secret Reply Comments

1 message

Leigh Currie <lcurrie@mncenter.org>

Fri, May 1, 2015 at 2:31 PM

To: "Irossmccalib@GREnergy.com" <lrossmccalib@greenergy.com>

Hello,

As you'll see in our Trade Secret Reply Comments (attached) filed today, the Environmental Intervenors have respected GRE's designation of the operating costs of Spiritwood Station (derived from GRE's non-public response to EI IR No. 2) as non-public information. Our Reply Comments also indicate, however, that GRE has designated a great deal of information as trade secret or non-public in this docket that is regularly disclosed by utilities in IRP Proceedings. (See EI Reply Comments fn. 1.) Given this disparity, please review the numbers designated as non-public in our Reply Comments and confirm that all of these figures must remain non-public in the communications of the Environmental Intervenors going forward. Please also indicate the specific basis of the designation (e.g. trade secret, non-public, etc.) so that we can determine the appropriateness of the designation and our next steps.

Thank you,
Leigh Currie

—

Leigh Currie
Staff Attorney
Minnesota Center for Environmental Advocacy
26 East Exchange Street, Suite 206
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651-223-5967 (fax)

lcurrie@mncenter.org
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2015-5-1 EI Reply Comments Non-Public.pdf

47K

Leigh Currie <lcurree@mncenter.org>

Re: Trade Secret Information

2 messages

Leigh Currie <lcurree@mncenter.org>

Wed, Jul 8, 2015 at 2:16 PM

To: "Irossmccalib@GREnergy.com" <Irossmccalib@greenergy.com>, "Stephenson, Donna GRE-MG" <dstephenson@greenergy.com>Bcc: Anna Sommer <sommerenergy@gmail.com>

Hello Laureen and Donna,

I understand that the Commission will be scheduling an agenda meeting on GRE's IRP in early August. As part of our preparation for that meeting I am weighing our options to address what we see as overly broad designations of non-public information (see my email below dated May 1 and footnote 1 in EI's Reply Comments filed on the same date). I am particularly concerned about GRE's refusal to provide the revenue generated from the sale of electricity and steam from Spiritwood (see MCEA's IRs Nos. 36 & 37). It will be difficult to respond to your supplemental comments without this information.

There is additional information that we feel was inappropriately designated as non-public, however, including the Operation and Maintenance expenses, the peak and non-peak market price forecasts used in the System Optimizer modeling, coal price forecasts, and ICAP values. It will be difficult to effectively advocate for our position at the agenda meeting without discussing this information – information that is routinely submitted as public information by other utilities.

Because you did not respond to my email below, I am proceeding on the assumption that GRE stands by its previous designations and that you are not willing/able to provide information about Spiritwood's revenue despite the non-disclosure agreement in place between the parties. If this is an incorrect assumption, please let me know. Otherwise I will proceed accordingly.

Best,
LeighOn Fri, May 1, 2015 at 2:31 PM, Leigh Currie <lcurree@mncenter.org> wrote:

Hello,

As you'll see in our Trade Secret Reply Comments (attached) filed today, the Environmental Intervenors have respected GRE's designation of the operating costs of Spiritwood Station (derived from GRE's non-public response to EI IR No. 2) as non-public information. Our Reply Comments also indicate, however, that GRE has designated a great deal of information as trade secret or non-public in this docket that is regularly disclosed by utilities in IRP Proceedings. (See EI Reply Comments fn. 1.) Given this disparity, please review the numbers designated as non-public in our Reply Comments and confirm that all of these figures must remain non-public in the communications of the Environmental Intervenors going forward. Please also indicate the specific basis of the designation (e.g. trade secret, non-public, etc.) so that we can determine the appropriateness of the designation and our next steps.

Thank you,
Leigh Currie

—

Leigh Currie
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Stephenson, Donna GRE-MG <dstephenson@greenergy.com>

Thu, Jul 9, 2015 at 2:10 PM

To: Leigh Currie <lcurrie@mncenter.org>, "Ross McCalib, Laureen GRE-MG" <lrossmccalib@greenergy.com>

Hello Leigh,

We are writing to confirm that we stand by our designations – for the reasons we articulated in our responses and during our conference call a number of months ago –

Thank you,

Donna Stephenson

From: Leigh Currie [mailto:lcurrie@mncenter.org]
Sent: Wednesday, July 08, 2015 2:16 PM
To: Ross McCalib, Laureen GRE-MG; Stephenson, Donna GRE-MG
Subject: Re: Trade Secret Information

Exhibit E p. 3 of 3

[Quoted text hidden]

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