**LARGE POWER INTERVENORS**

Utility Information Request

Docket Number: E015/CN-12-1163 Date of Request: August 26, 2014

Requested From: Large Power Intervenors Response Requested: September 4, 2014

By: Large Power Intervenors (Andrew Moratzka, Chad T. Marriott , Lane Kollen and Phil Hayet)

Request

No.

032 Reference Section 2.5 of the 133 MW Energy Exchange Agreement.

a. With respect to Section 2.5(1), assuming that Minnesota Power offers an amount of MP’s Pumped Energy to Manitoba Hydro, please describe the circumstances (if any) under which:

(1) Minnesota Power would not “sell and deliver any quantity of MP’s Pumped Energy” to Manitoba Hydro.

(2) Manitoba Hydro would not “purchase and receive any quantity of MP’s Pumped Energy” from Minnesota Power.

b. With respect to Section 2.5(2), assuming that Minnesota Power exercises its right “to require MH to offer” MH’s Stored Energy to Minnesota Power, please describe the circumstances (if any) under which:

(1) Manitoba Hydro would not “sell and deliver any of MH’s Stored Energy” to Minnesota Power.

(2) Minnesota Power would not “purchase and receive any quantity of MH’s Stored Energy” from Manitoba Hydro.

**Response:**

MP does not anticipate any circumstances under which MP would not sell and deliver or MH would not purchase and receive any quantity of MP’s Pumped Energy.

MP does not anticipate any circumstances under which MH would not sell and deliver or MP would not purchase and receive any quantity of MH’s Stored Energy.

Response by: David Moeller \_\_\_\_\_\_\_\_\_\_\_\_ List Sources of Information:

Title: Senior Attorney\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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