

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

VERIFIED PETITION OF DUKE ENERGY INDIANA, )  
LLC FOR ISSUANCE OF A CERTIFICATE OF PUBLIC )  
CONVENIENCE AND NECESSITY UNDER INDIANA )  
CODE 8-1-8.5 FOR THE CONSTRUCTION OF A )  
SOLAR-POWERED GENERATING FACILITY TO BE )  
LOCATED AT NSA CRANE (“CRANE SOLAR )  
FACILITY”); APPROVAL OF THE CRANE SOLAR )  
FACILITY AS A CLEAN ENERGY PROJECT UNDER )  
INDIANA CODE 8-1-8.8; AUTHORIZATION FOR ) CAUSE NO. 44734  
TIMELY RECOVERY OF THE ASSOCIATED )  
CONSTRUCTION AND OPERATING EXPENSES )  
THROUGH THE COMPANY’S EXISTING STANDARD )  
CONTRACT RIDER NOS. 62 AND 71; APPROVAL TO )  
DEFER COSTS ASSOCIATED WITH THE CRANE )  
SOLAR FACILITY UNTIL SUCH COSTS ARE )  
REFLECTED IN DUKE ENERGY INDIANA, LLC’S )  
RATES AND CHARGES; AND APPROVAL OF A NEW )  
DEPRECIATION RATE SPECIFIC TO THE PROPOSED )  
CRANE SOLAR FACILITY )

**MOTION FOR PROTECTION OF  
CONFIDENTIAL AND PROPRIETARY INFORMATION**

Duke Energy Indiana, LLC (“Duke Energy Indiana”), pursuant to 170 IAC 1-1.1-4, Ind. Tr. R. 26(c), Ind. Code § 5-14-3-4 *et seq.*, and Ind. Code § 8-1-2-29, hereby respectfully requests that the Indiana Utility Regulatory Commission (“Commission”) enter a Protective Order prohibiting dissemination outside of the Commission and adopting safeguards for the handling of certain documents being filed or submitted by Duke Energy Indiana containing information that is confidential and proprietary information and trade secrets, and in support thereof states as follows:

1. On January 7, 2016, Duke Energy Indiana filed a Verified Petition in this proceeding seeking: (1) the issuance of a Certificate of Public Convenience and Necessity (“CPCN”) under Indiana Code 8-1-8.5 for the proposed Crane Solar Facility; (2) approval of the Crane Solar Facility as a “clean energy project” under Indiana Code 8-1-8.8; (3) authorization to timely recover the Crane Solar Facility’s construction and operating costs through the Company’s existing Standard Contract Rider Nos. 62 and 71; (4) approval to defer costs associated with the Crane Solar Facility until such costs are reflected in Duke Energy Indiana’s rates and charges; (5) approval of a new depreciation rate specific to the proposed Crane Solar Facility; and (6) approval of certain, limited changes to the Company’s existing Standard Contract Rider Nos. 62 and 71 in order to more specifically reflect the types of clean energy projects included therein.

2. Duke Energy Indiana requests that (i) the pricing and cost information and other proprietary terms concerning the Supply Agreements with SolarWorld and Schneider to procure panels and inverters for the proposed project; (ii) certain detailed costs associated with these Supply Agreements; (iii) the pricing and cost information and other proprietary terms concerning the Engineering, Procurement, and Construction (“EPC”) contract with Mortenson Construction to construct and rack the solar panels; (iv) certain detailed costs associated with the EPC contract with Mortenson Construction; and (v) the pricing and cost information and other proprietary terms concerning the transmission interconnection and construction of a Crane Solar Facility-related substation, which will be described in Petitioner’s Testimony and Exhibits, be treated as confidential and a trade secret.

3. Public disclosure of the Confidential Material could harm Duke Energy Indiana and its customers. Knowledge of pricing and cost provisions could provide economic value to other entities in future contract negotiations, to the detriment of Duke Energy Indiana and its retail

customers. In addition, knowledge of the exact detail of Duke Energy Indiana's cost estimates could provide an advantage to competitors to the detriment of Duke Energy Indiana, its supply and contract vendors, and its customers.

4. Duke Energy Indiana and Duke Energy Business Services LLC have taken reasonable precautions to protect against the public disclosure of the Confidential Material including, but not limited to, only sharing such information internally on a need to know basis and only releasing such information outside of the companies subject to appropriate confidentiality protections.

5. The disclosure of the information contained in the Confidential Material would result in the abandonment of Duke Energy Indiana's trade secret protection if the Commission did not adopt appropriate procedures to assure the following:

- a. That the Confidential Material be made available solely for inspection by certain designated members of the Commission Staff for purposes of their examination;
- b. That the Confidential Material be specifically secured and under the control of a responsible person;
- c. That any Commission Staff member receiving access to the Confidential Material be under an obligation to secure and maintain exclusive control of it, to refrain from directly or indirectly allowing public disclosure of any portion of said Confidential Material, and to refrain from and prohibit the copying and reproduction of any of the Confidential Material;
- d. That any documents, materials or reports prepared by the Commission Staff not have the effect of disclosing the confidential information contained in the Confidential Material;
- e. That no Commission Staff member should have access to the information contained in the Confidential Material without first acknowledging in writing, prior to access, the existence of any Protective Order issued by the Commission in response to this Motion, the need to treat such information in accordance with the provision thereof and the sanctions which may be imposed for unauthorized disclosure of such information.

- f. That the Commission return the Confidential Material to Duke Energy Indiana after its use.

6. The Confidential Material is contained within the Exhibit and Workpapers of Vann K. Stephenson. Duke Energy Indiana will submit the Confidential Exhibit and Workpapers to the Commission after receipt of a Commission Order or Entry granting this Motion.

7. In support of this Motion, Duke Energy Indiana submits the attached Affidavit of Vann K. Stephenson (Exhibit A), testifying to the confidential, trade secret, and proprietary nature of the Confidential Material.

8. Duke Energy Indiana agrees to make the Confidential Material available to the Indiana Office of Utility Consumer Counselor and any other non-competitive Intervenors in this Cause upon request for the information and execution of an appropriate Confidentiality Agreement.

WHEREFORE, Duke Energy Indiana respectfully requests:

1. That the Commission determine that the information contained in the Confidential Material is confidential, pending the issuance of an Order after a hearing in which the Commission will receive the Confidential Material *in camera*, with attendance limited to appropriate Commission personnel and representatives of Duke Energy Indiana and other parties that have executed a Confidentiality Agreement with Duke Energy Indiana, and determine whether the information requested is appropriately classified as confidential and a trade secret; and

2. If, after hearing, the Commission determines that the information contained in the Confidential Material are confidential and a trade secret, that the Commission issue an Order adopting the procedures requested herein, to ensure that the information is appropriately secured

and made available only to selected members of the Commission Staff who are under an obligation not to publicly disclose such information.

3. Grant other such further relief to Petitioner that is appropriate in the premises.

Respectfully submitted,

**DUKE ENERGY INDIANA, LLC**

By:   
Counsel for Duke Energy Indiana, LLC

Elizabeth A. Herriman, Attorney No. 24942-49  
Melanie Price, Attorney No. 21786-49  
Duke Energy Business Services LLC  
1000 East Main Street  
Plainfield, Indiana 46168  
Telephone: (317) 838-1254  
Fax: (317) 838-1842  
[beth.herriman@duke-energy.com](mailto:beth.herriman@duke-energy.com)  
[melanie.price@duke-energy.com](mailto:melanie.price@duke-energy.com)

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a copy of the foregoing Motion for Protection of Confidential and Proprietary Information was electronically delivered this 14th day of January, 2016, to:

Indiana Office of the Utility Consumer Counselor  
National City Center  
115 W. Washington Street  
Suite 1500 South  
Indianapolis, IN 46204

By:   
Counsel for Duke Energy Indiana, LLC

Elizabeth A. Herriman, Attorney No. 24942-49  
Melanie Price, Attorney No. 21786-49  
Duke Energy Business Services LLC  
1000 East Main Street  
Plainfield, Indiana 46168  
Telephone: (317) 838-1254  
Fax: (317) 838-1842  
[beth.herriman@duke-energy.com](mailto:beth.herriman@duke-energy.com)  
[melanie.price@duke-energy.com](mailto:melanie.price@duke-energy.com)

**AFFIDAVIT OF VANN K. STEPHENSON**

COMES NOW Vann K. Stephenson, being duly sworn, deposes and says:

1. My name is Vann K. Stephenson. I am employed by Duke Energy Business Services LLC, a service company affiliate of Duke Energy Indiana, LLC ("Duke Energy Indiana") as the General Manager of Engineering and Construction.

2. This Affidavit is being filed with the Indiana Utility Regulatory Commission ("IURC" or "Commission") in support of Duke Energy Indiana's Motion for Protection of Confidential and Proprietary Information, filed herewith.

3. As the General Manager of Engineering and Construction, I am familiar with the cost estimate generated for the proposed Crane Solar Facility at issue in this proceeding.

4. Certain Duke Energy Indiana Testimony, Exhibits, and Workpapers to be submitted in this Cause contain estimates, economic analysis, final projections and contract negotiations for the construction of the proposed Crane Solar Facility, vendor pricing information and estimated total costs of the construction of the proposed Crane Solar Facility that are confidential and proprietary Duke Energy Indiana information.

5. More specifically, certain Duke Energy Indiana Exhibits and Workpapers to be submitted in this Cause contain cost estimates for the construction of the proposed Crane Solar Facility that should be treated as confidential, proprietary and a trade secret. Duke Energy Indiana must still negotiate several contracts associated with the proposed Crane Solar Facility and may be negotiating similar contracts in the future. If the particular cost and price information and other competitive information became generally known or readily ascertainable to the other

entities with which Duke Energy Indiana may negotiate, this knowledge would provide considerable economic value to such entities, to the detriment of Duke Energy Indiana and its other retail electric customers. Knowledge of these cost and price provisions by other vendors or customers would establish a price ceiling or pricing methodology in future negotiations, thereby limiting the potential revenues and benefits that could accrue to Duke Energy Indiana, its retail customers, and its shareholders. In addition, knowledge of the cost and pricing provisions by potential power supply competitors could enable them to gain unfair advantage in future competitive situations.

6. Duke Energy Indiana and Duke Energy Business Services LLC take all reasonable steps in order to protect the Confidential Information, including, but not limited to, only sharing such information internally on a need to know basis, and not releasing such information outside of Duke Energy without appropriate confidentiality protection.

FURTHER AFFIANT SAITH NOT.

 1/14/2016  
Vann K. Stephenson



STATE OF Florida )  
COUNTY OF Polk ) SS:

Subscribed and sworn to before me this 14 day of January, 2016.

Lori Moore  
Notary Public

Lori Moore  
Printed Name

My Commission Expires: 11/11/2019



My County of Residence: Manatee