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From the office of Miles F. Schumacher

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August 6, 2019

VIA ELECTRONIC FILING

Ms. Patricia Van Gerpen
Executive Director
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501

Re: Application to the SD PUC for a Facility Permit to Construct
a 300.6 Megawatt Wind Facility; EL19-027

Dear Ms. Van Gerpen:

On August 5, 2019, attorney A J Swanson, served on Crowned Ridge Wind II, LLC ("Crowned Ridge II") an application for party status ("Application").¹ Crowned Ridge II has reviewed the Application and has no objection to the Commission granting party status to the prospective intervenors: Garry Ehlebracht, Steven Greber, Mary Greber, Richard Rahl, Amy Rahl, and Laretta Kranz, as they all live within the project boundary, and, therefore, meet the criteria for being granted party status.

The Application, however, directly references and quotes certain terms and conditions from a Crowned Ridge Wind Energy Center, LLC Farm Lease and Easement Agreement ("Agreement").² The Agreement is confidential, and, therefore, pursuant to ARSD 20:10:01:39(4) and SDCL 15-6-26(c)(7), direct references and quotations to its terms and conditions are properly protected from public disclosure as a trade secret and commercial information. Therefore, Crowned Ridge II requests that Application pages 3-6 be redacted from the publically posted Application.

¹ A second corrected Application was served on August 6, 2019. For purposes of this Letter, Application refers to both the August 5 and 6 submittals.

² While this and other easement option agreement may be under an affiliate of Crowned Ridge II, the agreements are generally transferred to Crowned Ridge II prior to exercising the option or in the alternative after soon after the option is exercised.

For support of the requested redaction of pages 3-6 of the Application, Crowned Ridge II points to SDCL 37-29-1's definition of a trade secret:

. . . information, including a formula, pattern, compilation, program, device, method, technique or process, that:

(i) 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; and

(ii) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

Crowned Ridge II has expended time, money, and resources to develop the Agreement, and, therefore, it has independent economic value to Crowned Ridge II. To publicly disclose the Agreement would harm the competitive position of Crowned Ridge II in that it would give competitors useful information to make their own decisions, without expending the time and money necessary to develop the information, and, also, would allow competitors to profit or otherwise derive benefits at the expense of Crowned Ridge II. Further, the Crowned Ridge II Agreement in Section 17 restricts the disclosure of the agreement to "Owner's family, attorney, accountant, financial advisor and any existing or prospective mortgagee, lessee, or purchaser, so long as they likewise agree not to provide copies of the Agreement or additional information or disclose the terms thereof to any unauthorized person or entity."

In addition to being a trade secret, the Agreement's terms and conditions constitute commercial information under 20:10:01:39(4) and SDCL 15-6-26(c)(7) that if publically disclosed would harm Crowned Ridge II and benefit its competitors. Thus, Crowned Ridge II has taken reasonable steps to protect the Agreement from public disclosure. Accordingly, pages 3-6 of the publically posted Application should be redacted.

If you have any questions, please contact me.

Yours very truly,

LYNN, JACKSON, SHULTZ & LEBRUN, P.C.



Miles F. Schumacher
MFS:kab