

**UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION**

Xcel Energy Services Inc.)	
and)	
Northern States Power Company, a Wisconsin Corporation))	Docket No. EL12-28-000
Complainants)	
v.)	
American Transmission Company LLC)	
Respondent)	

**MOTION TO REJECT ANSWER OR, IN THE ALTERNATIVE,
MOTION TO RESPOND AND RESPONSE OF
AMERICAN TRANSMISSION COMPANY LLC**

Pursuant to Rules 212 and 213 of the Commission’s Rules of Practice and Procedure, 18 C.F.R. §§ 385.212 and 385.213 (2011), American Transmission Company LLC, by its corporate manager, ATC Management Inc. (collectively “ATCLLC”) hereby submits this Motion to Strike the answer filed by Xcel Energy Services Inc. and Northern States Power Company (collectively Xcel Energy) on March 20, 2012 (March 20 Answer). In the alternative, ATCLLC files a Motion to Respond and Response to Xcel Energy’s answer to clarify the issues, ensure the record is complete and correct factual inaccuracies.

I. MOTION TO REJECT ANSWER

As a threshold matter, the Commission should reject Xcel Energy’s March 20 Answer. The Commission has made clear that it will accept answers to answers when they correct inaccuracies, clarify complex issues, provide additional information, or are otherwise helpful

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in the development of the record in a proceeding.¹ This standard demonstrates that the Commission will reject answers to answers when the opposite is true — that is, when an answer to a responsive pleading confuses issues, misrepresents the facts and the legal arguments, and does not add anything to the record or otherwise detracts from the record. On this basis, the Commission should summarily reject Xcel Energy’s March 20 Answer as it adds no new information that is in any way relevant to the Commission’s disposition of the Complaint. If the Commission declines to reject Xcel Energy’s March 20 Answer, ATCLLC respectfully requests that it be permitted to submit this Response. Under the Commission’s standards governing answers to responsive pleadings, this response should be permitted because it will correct the misstatements and misrepresentations in Xcel Energy’s March 20 Answer, and thus clarify the record in this proceeding.

II. ALTERNATIVE MOTION FOR LEAVE TO RESPOND

ATCLLC seeks leave to submit this Response to the prohibited March 20 Answer filed by Xcel Energy in this proceeding because ATCLLC’s Response clarifies certain matters asserted in the March 20 Answer and will thereby aid in the Commission’s decision-making process. The Commission permits responses where, as here, the information provided in a response will facilitate the Commission’s decisional process or aid in the explication of issues.² ATCLLC’s response will clarify the record, facilitate the Commission’s decisional

¹ See e.g., *New York Independent System Operator, Inc.*, 108 FERC ¶ 61,188 at P 7 (2004) (accepting the NYISO’s answer to protests because it provided information that aided the Commission in better understanding the matters at issue in the proceeding); *Morgan Stanley Capital Group, Inc. v. New York Independent System Operator, Inc.*, 93 FERC ¶ 61,017 at 61,036 (2000) (accepting an answer that was “helpful in the development of the record...”).

² See e.g., *PJM Interconnection, L.L.C.*, 114 FERC ¶ 61,108 (2006) (accepting an answer where “it further clarifies the issues and assisted in [the Commission’s] decision making process”); *New York Indep. Sys. Operator, Inc.*, 91 FERC ¶ 61,218, at 61,797 (2000) (allowing an answer as

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process and aid in the explication of issues. Therefore, ATCLLC respectfully requests that Rule 213(a)(2) be waived and that the Commission accept this Response for good cause shown.

III. RESPONSE

A. Appendix B, Section VI of the TO Agreement Must Be Read in Its Entirety.

In its Complaint and in its March 20 Answer, Xcel Energy asserts that the TO Agreement,³ Appendix B, Section VI language on which it relies to demand a 50 percent interest in ATCLLC's planned Badger Coulee project is clear and unambiguous and must be interpreted as it provides: "ownership and the responsibility to construct facilities which are connected between two (2) or more Owners' facilities belong equally to each Owner, unless such Owners otherwise agree."⁴ The Midwest ISO TOs similarly assert that "[t]his language is clear and unambiguous and means that if a transmission project connects between two or more Owners' facilities, the Owners share equally in the responsibility to construct, own, and maintain the facilities, unless otherwise agreed."⁵ However, Xcel Energy and the MISO TOs choose to read the quoted provision in isolation and then, based on that myopic reading, assert that the language "is clear and unambiguous." This reading masks the appropriate

"useful in addressing the issues arising in these proceedings"); *Central Hudson Gas & Elec. Corp.*, 88 FERC ¶ 61,138, at 61,381 (1999) (accepting pleadings because they helped to clarify the issues and because of the complex nature of the proceeding).

³ Midwest ISO, FERC Electric Tariff, Fifth Revised Volume No. 1, Rate Schedule 1, Agreement of Transmission Facilities Owners to Organize the Midwest Independent Transmission System Operator, Inc., a Delaware Non-Stock Corporation, effective July 31, 2010 ("TO Agreement").

⁴ Xcel Energy's March 20 Answer at p. 6-7, (stating: "These provisions are comprehensive in nature and apply to all projects approved in the MTEP. There are no exceptions").

⁵ *Motion to Intervene and Comments of the MISO Transmission Owners*, Docket EL12-28-000 at p. 6, citing precedent for the principle that when the terms of a contract are clear and unambiguous, the terms of the contract control.

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interpretation of the entirety of the TO Agreement, which must be read in a manner consistent with the Commission's 2001 RTO Order. The narrow reading of the TO Agreement further ignores the intended meaning of that language when it was first negotiated. Nothing in Xcel Energy's March 20 Answer attempts to address Mr. John Procario's affidavit, which demonstrates that the disputed language on which Xcel Energy relies to claim 50 percent ownership was intended by stakeholders as a limit on MISO's authority to direct construction of projects, and not a grant of TO ownership rights.⁶ Xcel Energy's only response to Mr. Procario's affidavit is to endeavor to have the Commission ignore it by asserting that it is inadmissible "parole evidence."

The TO Agreement must be read as a whole and in conjunction with the Commission's 2001 RTO Order and the intent of the parties who negotiated the agreement.⁷ Xcel Energy fails to interpret that provision in light of the other provisions of the TO Agreement, as discussed in detail in ATCLLC's March 5 Answer. Moreover, the *Duquesne* case cited by Xcel Energy does not support its position here.⁸ In *Duquesne*, the Commission held that extrinsic evidence in the form of an email cover letter from Duquesne containing conditions to its execution of the TO Agreement could not contradict the unambiguous provisions in the TO Agreement that state when a member executes the TO Agreement, it

⁶ See Answer of American Transmission Company LLC, filed on March 5, 2012 ("ATCLLC March 5 Answer") Exhibit 1 - Affidavit of John C. Procario.").

⁷ ATCLLC March 5 Answer, at pp. 15-24.

⁸ Xcel Energy's March 20 Answer at 3, 9-11, citing *Midwest Indep. Transmission Sys. Operator, Inc., & Duquesne Light Co.*, 138 FERC ¶ 61,111 (2012) ("*Duquesne*"). In that case, Duquesne Light Company (Duquesne) executed the TO Agreement and then sent it to MISO along with a cover email stating that its execution of the agreement was conditioned on certain events. The question at hand was whether the TO Agreement was binding on Duquesne despite the conditions expressed in its email.

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agrees “to be bound by all of its terms. . . .”⁹ In that circumstance, the Commission found that the language regarding “executing this Agreement” was not ambiguous and thus the contradicting email that stated Duquesne’s execution was conditional would not be considered.¹⁰

Unlike the situation in *Duquesne*, where the email evidence was intended to modify and contradict the express, unambiguous language of the MISO TO Agreement, here, Mr. Procario’s affidavit elucidates for the Commission the precise point made in *Duquesne*, namely that the TO Agreement *should be read in its entirety to arrive at its meaning*, not just selectively, as done by Xcel Energy and the Midwest ISO TOs. As a result, Mr. Procario’s affidavit is not intended to, nor does it actually contradict the words of the TO Agreement.

Thus, the question in *Duquesne* is not the same as the issue in this case. In this proceeding, ATCLLC is not attempting to use any extrinsic evidence to contradict the language in the TO Agreement, but rather to provide background support showing the interpretation that was intended when the entire TO Agreement was negotiated. Indeed, it is Xcel Energy that is contradicting the language of the TO Agreement by arguing a position that does not take into account all the relevant provisions that bear on the MISO’s planning obligations. Moreover, in the 2001 RTO Order,¹¹ the Commission ordered changes to the same section of the TO Agreement at issue in this proceeding to reflect the participation of third parties in the construction and ownership of facilities. Interpretation of the TO Agreement in light of the Commission’s 2001 RTO Order is thus necessary and appropriate.

⁹ *Duquesne* at P 29.

¹⁰ *Duquesne* at P 28.

¹¹ *Midwest Indep. Transmission Sys. Operator, Inc.*, 97 FERC ¶ 61,326 (2001) (2001 RTO Order).

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Xcel Energy's interpretation ignores relevant provisions of the TO Agreement relating to the disputed language, and the Commission's 2001 RTO Order.

Xcel Energy contends that its interpretation of the TO Agreement is consistent with the Commission's 2001 RTO Order because the TO Agreement does not apply to third parties (as non-signatories), and therefore MISO is free to designate in the MTEP a third party to construct, independent of the TO Agreement ownership provisions in Section VI.¹² This argument is directly counter to Xcel Energy's own "clear and unambiguous" argument that the TO Agreement provisions are "comprehensive in nature and apply to all projects approved in the MTEP" and for which "there are no exceptions."¹³ It shows that one cannot read the quoted provision in the TO Agreement in isolation. Xcel Energy's interpretation that third party designations are permissible would essentially read into the TO Agreement a defacto exception: ". . . unless such Owners otherwise agree *and unless MISO designates a third party to own.*" Indeed, Xcel Energy stated in its answer that there were no exceptions for projects approved in the MISO Plan. Such a strained interpretation is not necessary if the language of the TO Agreement is read in its entirety, and takes into account the 2001 RTO Order and the intent of the forming parties when the agreement was negotiated, as ATCLLC believes is required.

Xcel Energy also states that "the plain terms of the Share Equally Provisions, coupled with MISO's authority under the Tariff to designate project ownership, control."¹⁴ With this argument, Xcel Energy has shown yet another caveat to the TO Agreement provision at issue

¹² Xcel Energy's March 20 Answer at 15-17.

¹³ Xcel Energy's March 20 Answer at p. 7.

¹⁴ Xcel Energy's March 20 Answer at p. 5.

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here. Following Xcel Energy's logic, the language that it asserts is "clear and unambiguous" would now also have to read ". . . unless such Owners otherwise agree *and unless MISO designates a third party to own, and as consistent with MISO's authority under the TO Agreement.*" Xcel Energy's own arguments point out the weakness in its position that the narrow ownership language on which it relies is so clear by itself that nothing else need be taken into account.

Finally, Xcel Energy asserts that MISO has the authority to designate Xcel Energy and ATCLLC as joint owners "with the concomitant responsibility to permit, finance, engineer, construct and own the Project."¹⁵ This statement equally cannot be read without qualification. If taken on its face, this level of authority would significantly infringe on the jurisdiction of the PSCW¹⁶ and likely other states as well. Furthermore, MISO itself has indicated that it does not have such authority.¹⁷

ATCLLC has never argued that the words of the TO Agreement are not clear – nor has ATCLLC argued that the language does not constitute an "obligation to construct." In fact, ATCLLC agrees that the language quoted by Xcel Energy and the MISO TOs constitutes such an obligation, but that "obligation" applies to a narrower set of circumstances than Xcel Energy contends. ATCLLC has shown that even Xcel Energy's own arguments support an interpretation that goes beyond the few sentences that have been quoted repeatedly in this and the currently pending *Pioneer* proceeding in which similar arguments are being made.

¹⁵ Xcel Energy's Complaint at 7.

¹⁶ *Comments of the Public Service Commission of Wisconsin*, Docket EL12-28-000, filed on March 23, 2012 at 3 ("It is Wisconsin law that dictates, ultimately, ownership.").

¹⁷ See ATCLLC's March 5 Answer, citing *Request for Rehearing or Clarification of the Midwest Independent Transmission System Operator, Inc.*, Docket No. RM10-23, filed on Aug. 22, 2011.

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ATCLLC's interpretation is consistent with the Commission's 2001 RTO Order and the intended meaning of those TO Agreement provisions as described by Mr. Procario--a key fact that Xcel has not disputed:

- The TO Agreement contains an "obligation to build" that applies only to a limited set of projects that MISO planning staff develops and, as such were not proposed by any other party.
- Under those circumstances, MISO has the authority to designate to the interconnecting transmission owners the obligation to construct the MISO planned transmission facilities that are included by the MISO planning staff in the MTEP and approved by the MISO Board.

Because those circumstances are not present here, Xcel Energy's Complaint should be dismissed.

B. MISO's Geographic Designation Does Not Determine Ownership.

Xcel Energy states that column C in Appendix A of MTEP11, labeled as "Geographic Location by TO Member System," "is where MISO, as required by the Tariff [citing Attachment FF, Section V], has "designated the owner(s) of a particular MTEP project."¹⁸ This is not, however, an appropriate reading of the MTEP report, as confirmed by MISO in its comments in the *Pioneer* complaint proceeding. In its discussion of the name change of the terminus of the Pioneer transmission line, MISO stated:

The result of this change is that the listing of the Project in Appendix A to the MTEP report that states that the "Geographic Location by TO Member System" for the Project is NIPSCO and Duke, and the manner in which the Project was modeled in supporting planning studies was between the terminals of Duke's

¹⁸ Xcel Energy's March 20 Answer at p. 11, fn. 47, citing the MISO MVP Fact Sheet; Appendix A at line 142.

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Greentown substation and NIPSCO's existing Reynolds substation. *MISO would like to emphasize, however, that ownership of the new terminal equipment at either end of the line itself, is not determined by either this Appendix A listing or the power system connection modeling.* With respect to ownership rights of projects included in the MTEP, Appendix B of the TOA states, in pertinent part, as follows: [citing Section VI provision].¹⁹

Thus, Xcel Energy reads too much into the MTEP report as authority for MISO's "designation" of Xcel Energy as having ownership rights. Instead, MISO's position in the *Pioneer* docket is that ownership rights are determined by the TO Agreement -- not its MTEP Reports.²⁰

C. ATCLLC's Development Timeline for the Badger Coulee Line is Reasonable.

Xcel Energy criticizes ATCLLC's development efforts to date as "premature" and a "cynical attempt to prejudge ownership."²¹ The only support for these allegations is the Xcel Energy witness who states that NSP's experience has been that a "six-year development cycle is sufficient."²² NSP's experience is wholly irrelevant (not to mention a potential "apples" to "oranges" comparison, without comparing the relative difficulties of its projects to date). The fact here is that the Badger Coulee project is proposed to be routed through areas that require care and sensitivity in the route and construction selection, including a significant amount of environmentally sensitive areas and a crossing of the Wisconsin River, an important waterway

¹⁹ *Answer of the Midwest Independent Transmission System Operator, Inc.*, Docket EL12-24-000, filed on Feb. 28, 2012, at p. 9 (emphasis added).

²⁰ The Badger Coulee line was included in the MTEP in 2008 with an ATC designation. Affidavit of Flora Flygt, ATCLLC Exhibit 13 at P 5. It was not until September 2011 when Xcel complained to MISO about its ownership claims that MISO changed the geographic designation of the project to include Xcel Energy. Flygt Affidavit at P 5. Nevertheless, adding Xcel to the "Geographic Location" column says nothing about ownership rights.

²¹ Xcel Energy's March 20 Answer at p. 25.

²² Rasmussen Affidavit at P 17.

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and watershed in southwestern Wisconsin.²³ ATCLLC is not a stranger to such difficult challenges and knows how to work with the appropriate stakeholders to find an appropriate way forward. Based on the preliminary evaluations that have been undertaken to date, properly siting the Badger Coulee line will take considerable time and effort.²⁴ ATCLLC's Arrowhead-Weston line, another lengthy 345 kV line, took nearly nine years to complete and the recently approved 345 kV Rockdale-West Middleton project began public outreach in 2005, approximately eight years prior to its anticipated in-service date.²⁵ The Badger Coulee project development started in 2010 and the project is scheduled to be in service in 2018. This leaves an eight year development timeline, which is less than the time it took for Arrowhead-Weston and consistent with the Rockdale-West Middleton project. Thus, an eight year development cycle for Badger Coulee is necessary and reasonably reflects ATCLLC's actual experience.

D. Xcel Energy's Factual Allegations are Unsupported.

While not related to the interpretation of the TO Agreement in this proceeding, ATCLLC wishes to respond to certain factual allegations in the affidavits submitted in support of Xcel Energy's March 20 Answer to ensure the record is complete and accurate.

As discussed in the attached Affidavit of Dale Landgren, Xcel Energy witness Jaeger provides no foundation or support for his statements that ATCLLC was provided an opportunity to participate in the CapX2020 projects but declined because of lack of capital and staff resources. As Mr. Landgren explains, both Mr. Jaeger and Mr. Kaul ignore the

²³ Flygt Affidavit at P 3.

²⁴ Flygt Affidavit at P 3.

²⁵ Flygt Affidavit at P 3.

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important distinction between “participation” in the development efforts and becoming an owner member of the group. Mr. Landgren also relates that there has been no occasion in ATCLLC’s history when there was a lack of financial capital that would have prevented ATCLLC from becoming an owner member of that group.²⁶ Moreover, there was no time period when ATCLLC’s planning staff would have been unable to handle the planning aspects of such membership given that ATCLLC’s planning staff was much larger than the planning staff’s of the other group members.²⁷

Moreover, ATCLLC was not the only utility denied an ownership opportunity in the CapX2020 group, and instead encouraged to otherwise “participate” in the development activities. On or before April 2009, ITC Midwest (ITC) was also not allowed to become a member of the CapX2020 group. ITC stated in a pleading regarding its Green Power Express (GPE) project in 2009 that “ITCM requested but was turned down for membership in CapX2020 (but still attempts to participate in CapX2020 meetings).”²⁸ In response, the CapX2020 group stated that

[a]lthough it is true that CapX2020 did not extend an invitation for membership to ITC Midwest, GPE makes an omission in its description. Specifically, CapX2020 had determined at that point in time that it was not going to expand its membership in the near term. Both in written and oral communications with executive- and management-level employees of ITC Midwest, CapX2020 representatives requested that ITC Midwest participate in the existing open transmission planning forums for the upper Midwest, including those in which CapX2020 Participants are engaged.²⁹

²⁶ Affidavit of Dale Landgren, ATCLLC Exhibit 12 at P 4.

²⁷ Landgren Affidavit at P 5.

²⁸ *Green Power Express, LP Motion for Leave to Answer and Answer*, Docket No. ER09-681-000, filed on March 23, 2009, at p. 17.

²⁹ *Motion for Leave to Answer and Answer of the CapX2020 Participants*, Docket No. ER09-681-000, filed on April 3, 2009, at p. 4.

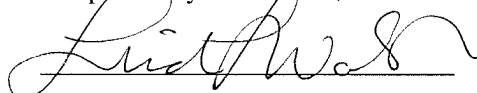
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Finally, Xcel Energy claims that the TO Agreement has not impeded transmission development, citing its own CapX2020 group as an example. However, since the issues in this complaint and in the Pioneer proceeding have only surfaced in the past few months, past history is not necessarily a good predictor of future development under a reading of the TO Agreement that is fundamentally different than what was intended.

IV. CONCLUSION

As discussed above, ATCLLC requests that the Commission reject the March 20 Answer submitted by Xcel Energy in this proceeding or, in the alternative, accept ATCLLC's response to complete the record and correct factual inaccuracies. ATCLLC's March 5 Answer as supplemented by this Response show that Xcel Energy's complaint should be denied.

Respectfully submitted,



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Dated: April 4, 2012

Counsel for American Transmission Company LLC

CERTIFICATE OF SERVICE

I hereby certify that I have served the foregoing document on the official service list compiled by the Secretary in this proceeding.

Dated at Washington, DC this 4th day of April 2012.

/s/ Linda Walsh
Linda L. Walsh

Exhibit 12

**UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION**

Xcel Energy Services Inc.)	
and)	
Northern States Power Company, a Wisconsin Corporation)	Docket No. EL12-28-000
Complainants)	
v.)	
American Transmission Company LLC)	
Respondent)	

**AFFIDAVIT OF DALE LANDGREN ON BEHALF OF
AMERICAN TRANSMISSION COMPANY LLC**

State of Wisconsin:

City of Waukesha:

Dale Landgren, being duly sworn, hereby states:

1. My name is Dale Landgren. I am currently retired after serving as Vice President and Chief Strategic Officer for ATC Management Inc., the corporate manager for American Transmission Company LLC (collectively "ATCLLC") from 2000 to 2010. I previously submitted an affidavit in support of ATCLLC's Answer in this proceeding on March 5, 2012. My background and contact information is included in my previous affidavit.
2. I am providing this Affidavit to respond to certain statements made by Xcel witnesses Jaeger and Kaul in connection with Xcel Energy's "Answer" filed on March 20, 2010. Several statements made by these witnesses are misleading without some clarification.
3. In paragraph 14, Mr. Jaeger states that "ATC determined that they did not have ample staff resources to fully participate in the CapX2020 transmission planning efforts." In paragraph 15, he states that he was involved in discussions in which ATC was given the opportunity to "make a financial and resource commitment to the group and to participate." First, Mr. Jaeger's statements are vague and misleading. He provides no context to these statements or the basis for how he concluded what ATCLLC may or may not have determined anything. He provides no date, place or person to provide a foundation to these statements either to support what he might have been told, or to substantiate information that he claims was communicated to ATCLLC.
4. Second, I would like to clarify a distinction between ATCLLC's "participation" in the CapX2020 development efforts and becoming a member of the CapX2020 group itself. It was the latter that was not allowed. ATCLLC was allowed to "participate," such as by

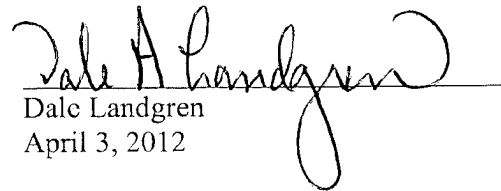
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attending meetings and providing planning data and support. ATCLLC, however, was not allowed to become an member of the group and participate in the strategic planning and decisions about direction, much less take an ownership interest in some of the projects. Messrs. Jaeger and Kaul ignore this important distinction.

5. Third, there has been no occasion in ATCLLC's history when there was a lack of financial capital that would have prevented ATCLLC from becoming an owner/member of the CapX2020 group. Additionally, I recall no time period in which ATCLLC's planning staff would have been unable to handle the planning aspects of ATCLLC's membership in CapX2020. Indeed, ATCLLC's planning staff was (and may still be) larger than all the planning staff's of all the CapX2020 utilities combined. Thus, Mr. Jaeger's conclusion that ATCLLC "determined" that it could not become an owner member of the group because of a lack of financial or staff resources is without foundation, and is factually incorrect.
6. One of the stated reasons offered by Xcel Energy and the CapX2020 participants that ATCLLC was not allowed to become an owner/member of the CapX2020 group was because ATCLLC was regulated by the Public Service Commission of Wisconsin, unlike other members of the CapX2020 group, which were largely regulated by the Minnesota Commission. While never fully articulated, having ATCLLC as a member would have potentially added another regulatory overlay to the CapX2020 activities.

ATTESTATION

I am the witness identified in the foregoing Affidavit of Dale Landgren dated April 3, 2012 (the "Affidavit"). I have read the Affidavit and am familiar with its contents. The facts set forth therein are true to the best of my knowledge, information, and belief.


Dale Landgren
April 3, 2012

Subscribed and sworn to before me
this 3rd day of April 2012


Notary Public

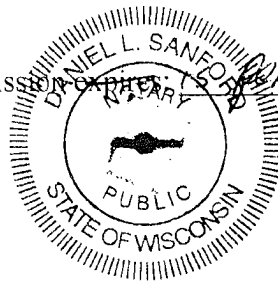
My commission expires: Permanent


Exhibit 13

**UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION**

Xcel Energy Services Inc.)	
and)	
Northern States Power Company, a Wisconsin Corporation)	Docket No. EL12-28-000
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Respondent)	

**AFFIDAVIT OF FLORA FLYGT ON BEHALF OF
AMERICAN TRANSMISSION COMPANY LLC**

State of Wisconsin:

City of Waukesha:

Flora Flygt, being duly sworn, hereby states:

1. My name is Flora Flygt. I am the Strategic Planning and Policy Advisor for ATC Management Inc., corporate manager for American Transmission Company LLC (collectively "ATCLLC"). I previously submitted an affidavit in support of ATCLLC's Answer in this proceeding on March 5, 2012. My background and contact information is included in my previous affidavit.
2. I am providing this Affidavit to respond to certain statements made by Xcel witnesses Rasmussen in connection with Xcel's "Answer" filed on March 20, 2012. I would like to address certain allegations that ATCLLC's development efforts for the Badger-Coulee line were too early for a project with a 2018 in-service date.
3. ATCLLC's has more than ten years' experience in planning, developing and siting transmission facilities subject to the jurisdiction of the Public Service Commission of Wisconsin (PSCW) having applied for and received more than 55 approvals from the PSCW, including approvals for four 345 kV transmission lines in the last six years. Based on that experience, ATCLLC determined that it was appropriate to begin development efforts on the Badger-Coulee line in 2010. The Badger Coulee line is proposed to be routed through areas that require care and sensitivity in the route and construction selection, including a significant amount of environmentally sensitive areas as well as a crossing of the Wisconsin River, an important waterway and watershed in southwestern Wisconsin. Based on the preliminary evaluations that have been undertaken by ATCLLC to date, properly siting the approximately 150 mile Badger Coulee line to incorporate the natural and human features will take considerable time and

effort. Another lengthy 345 kV line, the Arrowhead Weston line required nearly nine years from its initial PSCW approval to its in-service date. In addition, ATCLLC's most recently approved 345 kV project, Rockdale-West Middleton, began public outreach in 2005, approximately eight years prior to its anticipated in-service date. Given that the Midwest Independent System Operator, Inc. (MISO), has designated the Badger Coulee line as a multi-value project (MVP) for which benefits are attributable to the entire MISO region, an eight year development cycle for Badger Coulee in ATCLLC's judgment is necessary and reasonably reflects ATCLLC's actual experience.

4. I also wanted to make the point that the "ownership" designation that Xcel states as giving it rights to own half of the Badger Coulee line is a geographic designation in the MTEP. My understanding is that the geographic designation in the MTEP is not intended to convey any ownership rights.
5. Even assuming the geographic designation was intended as a designation of ownership, the Badger Coulee line was included in the MTEP in 2008, 2009 and 2010 with an ATC designation. It was not until September 2011 when Xcel complained to MISO that MISO changed the geographic designation of the project to include Xcel. If Xcel believed this to be an ownership designation and was interested in ownership earlier, one would think Xcel would have requested the designation be changed much earlier than September 2011.

ATTESTATION

I am the witness identified in the foregoing Affidavit of Flora Flygt dated April 3, 2012 (the "Affidavit"). I have read the Affidavit and am familiar with its contents. The facts set forth therein are true to the best of my knowledge, information, and belief.

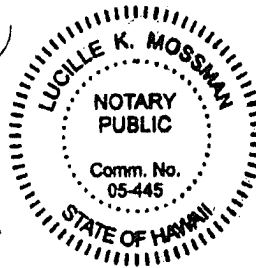
Flora Flygt
Flora Flygt
April 3, 2012

State of Hawaii
County of Hawaii §

LUCILLE K. MOSSMAN
NOTARY PUBLIC

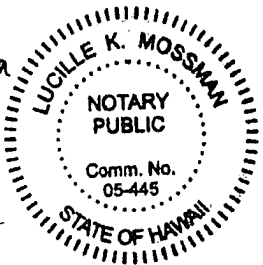
Subscribed and sworn to before me
this 3rd day of April 2012

Lucille K. Mossman
Notary Public
LUCILLE K. MOSSMAN
NOTARY PUBLIC



My commission expires: _____
My commission expires on 7/17/2013

Doc. Description: *US of America Before the
Federal Energy Regulatory Commission*
Doc. Date: *No Date* No. Pages: *3*
Lucille K. Mossman 3rd
Notary Printed Name Jud. Court
April 3, 2012



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