

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

Citizens Energy Task Force
Save Our Unique Lands
(Complainants)

v.

Docket No. EL13-49-000

Midwest Reliability Organization
Midwest Independent Transmission System
Operator, Inc.
Xcel Energy, Inc.
Great River Energy
Dairyland Power Cooperative
Wisconsin Public Power Inc.
(Respondents)

ANSWER OF MIDWEST RELIABILITY ORGANIZATION, INC.

Pursuant to Rules 206(f) and 213 of the Rules of Practice and Procedure of the Federal Energy Regulatory Commission (“FERC” or “Commission”), 18 C.F.R. §§ 385.206(f), 385.213 (2012), Respondent Midwest Reliability Organization, Inc. (“MRO”) hereby Answers the March 1, 2013, Complaint¹ of Citizens Energy Task Force (“CETF”) and Save Our Unique Lands (“SOUL”) (collectively, “Complainants”) against MRO, Midwest Independent Transmission System Operator, Inc. (“MISO”), Xcel Energy, Inc. (“Xcel Energy”), Great River

¹ The Complaint was filed pursuant to section 306 of the Federal Power Act (“FPA”), 16 U.S.C. §825e (2006), and Rule 206 of FERC’s Rules of Practice and Procedure, 18 C.F.R. § 385.206.

Energy (“GRE”), Dairyland Power Cooperative (“Dairyland”), and Wisconsin Public Power Inc. (“WPPI”).

I. INTRODUCTION

The Complaint generally asserts that the construction of the Hampton – La Crosse transmission line, which is part of the CapX2020 project,² will decrease the reliability of the bulk electric system because it will create a “stability problem” and that the processes used to develop the Hampton – La Crosse transmission line and the subsequent state regulatory approvals were flawed. As to MRO’s role, Complainants generally allege MRO has a “reliability mandate and authority”³ and has taken no action to correct the “stability problem.”⁴ In addition, Complainants assert that certain North American Reliability Corporation (“NERC”) standards, specifically FAC-002-1, TPL-001-0.1, TPL-001-2, TPL-001-3, and TPL-001-4, have been violated.⁵

There is neither a statutory basis under the FPA nor a basis under MRO’s Commission-approved delegation agreement with NERC to bring the Complaint against MRO. Complainants selectively quote from MRO’s Bylaws in an attempt to cobble together a “reliability mandate and authority” obligation to them, but the

² The Complaint is apparently part of a continuing effort on the part of the Complainants designed to halt the construction of the Hampton – La Crosse transmission line. This is the first time MRO has been named in any proceeding.

³ Complaint at 12.

⁴ *Id.* at 8, 9, 12.

⁵ *Id.* at 8.

Complaint fails, because the allegations do not meet the minimum pleading requirements set out in Rules 206 and 203 of FERC's Rules of Practice and Procedure. The Complaint against MRO should be dismissed with prejudice.

II. COMMUNICATIONS AND SERVICE

Respondent MRO respectfully requests that the following persons be placed on the official service list in this proceeding:

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III. BACKGROUND

A. The Electric Reliability Organization Regulatory Framework

NERC has been designated the Electric Reliability Organization (“ERO”) by the FERC⁶ pursuant to section 215(c) of the FPA.⁷ Section 215(e)(4) allows the ERO to enter into an agreement to delegate authority to a “regional entity” for the purpose of proposing and enforcing Reliability Standards.⁸

⁶ *N. Am. Elec. Reliability Corp.*, 116 FERC ¶ 61,062 (2006).

⁷ 16 U.S.C. § 824o(c).

⁸ *Id.* § 824o(e)(4).

MRO is a not-for-profit corporation organized under the laws of the State of Delaware.⁹ Dairyland, GRE, MISO, WPPI, and Xcel Energy are Members of MRO. MRO's Bylaws provide that "[m]embership in the Corporation is voluntary and does not affect NERC registration."¹⁰ Therefore, being a Member of MRO in and of itself does not carry the obligation to comply with any NERC Reliability Standards.

MRO operates in the United States under a Commission-approved delegation agreement with NERC. The Commission approved MRO's original delegation agreement in Docket No. RR07-2-000,¹¹ and MRO's current delegation agreement with NERC was approved by FERC on June 25, 2012 ("Delegation Agreement").¹² The Delegation Agreement sets forth MRO's responsibilities and requires MRO's work to be done in accordance with the NERC Rules of Procedure and NERC directives. MRO is a "regional entity" as defined in the FPA.¹³

MRO's responsibilities include in part the obligation to enforce Reliability Standards within the United States portion of its geographical area under the

⁹ A copy of the Bylaws of Midwest Reliability Organization can be found at: http://www.midwestreliability.org/01_about_mro/overview/by_laws/MRO_Bylaw_s.pdf (last visited March 19, 2013).

¹⁰ *Id.* at Section 1.17.

¹¹ *Delegation Agreement Between the N. Am. Elec. Reliability Corp. and Tex. Reg'l Entity, et al.*, 119 FERC ¶ 61,232 (2007).

¹² *N. Am. Elec. Reliability Corp.*, Letter Order, Docket No. RR12-9-000 (June 25, 2012) (approving amendments to Delegation Agreement with MRO).

¹³ 16 U.S.C. §§ 824o(a)(7) and 824o(e)(4)(B).

Delegation Agreement approved by the Commission. Thus, MRO is the Compliance Enforcement Monitor (“CEM”) for those entities with registered functions on its compliance registry.¹⁴ Dairyland, GRE, MISO, Northern States Power Company (a wholly owned subsidiary of Xcel Energy), and WPPI (collectively, “Registered Entities”) are registered¹⁵ for the following functions:

Dairyland – Balancing Authority (BA), Distribution Provider (DP), Generator Operator (GOP), Generator Owner (GO), Load Serving Entity (LSE), Purchasing Selling Entity (PSE), Resource Planner (RP), Transmission Operator (TOP), Transmission Owner (TO), Transmission Planner (TP), and Transmission Service Provider (TSP).

GRE – BA, DP, GOP, GO, LSE, PSE, RP, TOP, TO, and TP.

MISO – BA, Interchange Authority (IA), Planning Authority (PA), Reliability Coordinator (RC), and TSP.

Northern States Power – BA, DP, GOP, GO, LSE, PSE, RP, TOP, TO, TP, and TSP.

WPPI – DP, LSE, PSE, and RP.

Complainants allege five NERC Reliability Standards are at issue and have been violated; they are: FAC-002-1, TPL-001-0.1, TPL-001-2, TPL-001-3, and TPL-001-4.

FAC-002-1 is a Reliability Standard that applies to the GO, TO, DP, LSE, TP, and PA functions and therefore is applicable to Dairyland, GRE, MISO, Northern States Power Company and WPPI. This Reliability Standard was

¹⁴MRO’s complete compliance registry can be found at: http://www.midwestreliability.org/02_compliance/registry/MRO_Registry.pdf .

¹⁵ *Id.*

approved for retirement by the NERC Board of Trustees (BOT) in February 2013.¹⁶ It is effective until its retirement is approved by the Commission.

TPL-001-0.1 is a Reliability Standard that applies to the PA and TP functions and therefore it is applicable to Dairyland, GRE, MISO and Northern States Power; TPL-001-0.1 does not apply to WPPI.

TPL-001-2, TPL-001-3, and TPL-001-4 are Reliability Standards that are still in the development process.¹⁷ While approved by the NERC BOT, these Reliability Standards are not effective until they have been approved by the Commission.

Under its Delegation Agreement, MRO also has the obligation to “develop assessments of the reliability of the Bulk-Power System, or ensure that data and information are collected, analyzed and provided to NERC in support of the development of reliability assessments.”¹⁸ In addition, MRO is responsible to “develop and maintain, and collect data in support of the development and maintenance of, reliability performance metrics and assessments of risks to the Reliable Operation of the Bulk-Power System.”¹⁹ MRO has no role in assessing a particular proposed transmission line.

¹⁶ *N. Am. Elec. Reliability Corp.*, 138 FERC ¶ 61,193 at P 81 (2012).

¹⁷ See Version History <http://www.nerc.com/files/TPL-001-2.pdf>, <http://www.nerc.com/files/TPL-001-3.pdf>, and <http://www.nerc.com/files/TPL-001-4.pdf>.

¹⁸ Delegation Agreement § 7(c).

¹⁹ *Id.*

FPA section 215 defines the term Reliability Standard and provides that a “reliability standard” is a Commission approved requirement but “does not include any requirement to enlarge . . . facilities or to construct new transmission capacity or generation capacity.”²⁰ Therefore, neither MRO’s role as a CEM nor MRO’s role in conducting periodic assessments includes any role or responsibility in making the decision to enlarge transmission facilities or to construct new transmission capacity. FPA section 215 specifically excludes the construction of transmission facilities from the purview of the ERO and Regional Entities.²¹

IV. ANSWER

A. The Complaint Against MRO Is Not Authorized By Section 306 Of The FPA

The Complaint, filed under section 306 of the FPA,²² is not authorized against MRO. FPA section 306 allows complaints that allege “anything done or omitted to be done by any licensee, transmitting utility, or public utility in contravention of the provisions of this chapter.”²³ Under the FPA, MRO is a “regional entity.”²⁴ Therefore, MRO is not a licensee, transmitting utility, or a public utility, as those terms are defined by the FPA. MRO is not a “licensee” as that term is defined by the FPA, because MRO is not licensed under the provisions

²⁰ 16 U.S.C. § 824o(a)(3).

²¹ *Id.*

²² *Id.* § 825e.

²³ *Id.*

²⁴ *Id.* § 824o(a)(7).

of section 4 of the FPA, or an assignee or successor in interest thereof.²⁵ MRO is not a “transmitting utility” as defined by the FPA, because MRO does not own, operate, or control facilities used for the transmission of electric energy in interstate commerce or for the sale of electric energy at wholesale.²⁶ MRO is not a “public utility” as defined by section 201(e) of the FPA, because MRO does not own or operate facilities subject to the jurisdiction of the Commission.²⁷

Section 306 of the FPA only authorizes complaints against licensees, transmitting utilities, and public utilities as those terms are expressly defined by the FPA. Therefore, with respect to allegations against MRO, the Complaint impermissibly exceeds the statutory authority of section 306 of the FPA. Accordingly, MRO requests that the Commission dismiss the Complaint against MRO with prejudice.

²⁵ *Id.* § 796(5).

²⁶ *Id.* § 796(23).

²⁷ FPA section 201(e) defines the term “public utility” as:

when used in this subchapter and subchapter III of this chapter means any person who owns or operates facilities subject to the jurisdiction of the Commission under this subchapter (other than facilities subject to such jurisdiction solely by reason of section 824e(e), 824e(f), 1 824i, 824j, 824j–1, 824k, 824o, 824p, 824q, 824r, 824s, 824t, 824u, or 824v of this title).

16 U.S.C. § 824(e).

B. MRO’s Delegation Agreement Was Reviewed And Approved By FERC And Is Not A Lawful Basis For Complainants’ Claims

MRO’s responsibilities are set out in its Delegation Agreement with NERC which has been approved by the Commission.²⁸ The gravamen of the Complaint with respect to Respondent appears to be that MRO has somehow breached its obligation to enforce Reliability Standards and/or its obligation to conduct periodic assessments related to the reliability of the bulk-power system. By its terms, the Delegation Agreement does not create a duty to Complainants, form a standard of care, or create any liability on the part of MRO to the Complainants. The Commission-approved Delegation Agreement specifically provides in section 14: “Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to, any third party.”²⁹

C. The Complaint Does Not Conform To The Requirements Of FERC Rules 203 And 206

The Commission has established procedural rules which contain certain minimum requirements to ensure that the Commission and respondents do not have to guess at what a complainant wants or the factual and legal basis for a complaint. Rule 203(a) requires *inter alia* specification of the relevant facts, the

²⁸ *Delegation Agreement Between the N. Am. Elec. Reliability Corp. and Tex. Reg’l Entity, et al.*, 119 FERC ¶ 61,232 (2007); *N. Am. Elec. Reliability Corp.*, Letter Order, Docket No. RR12-9-000 (June 25, 2012) (approving amendments to Delegation Agreement with MRO).

²⁹ Delegation Agreement § 14.

position being taken and the basis in fact or law for such position.³⁰ In addition,

Rule 206 requires that:

[a] complaint must:

(1) Clearly identify the action or inaction which is alleged to violate applicable statutory standards or regulatory requirements;

(2) Explain how the action or inaction violates applicable statutory standards or regulatory requirements;

...

(4) Make a good faith effort to quantify the financial impact or burden (if any) created for the complainant as a result of the action or inaction;

...

(7) State the specific relief or remedy requested, including any request for stay or extension of time, and the basis for that relief.³¹

The pleading filed by the Complainants fails to meet the minimum requirements established by Rules 203 and 206. Specifically, the Complaint fails to state the basis in fact or law for Complainants' position. The Complaint also fails to articulate clearly and with specificity any action or inaction by MRO that is alleged to violate applicable statutory standards or regulatory requirements. With respect to MRO, the Complaint alleges no specific violations of the FPA or Commission regulations. The Complaint makes no effort to quantify the financial impact or burden (if any) created for the Complainants as a result of the action or inaction. Finally, the relief that Complainants want the Commission to provide bears no relationship to the actions or inactions of MRO.

³⁰ 18 C.F.R. §385.203(a).

³¹ *Id.* § 385.206.

With respect to MRO, the Complaint consists only of vague and wholly unsupported allegations. The Complaint generally alleges that MRO has “neglected its duty to preserve the reliability of the system;”³² that MRO “is required to protect the electric reliability of the grid and has failed to do so;”³³ and that MRO “has . . . taken no action to correct the stability problems despite its reliability mandate and authority.”³⁴ Although the Complaint lists several Reliability Standards,³⁵ some of which are not even enforceable, it fails to state what action or inaction by MRO allegedly violated such standards. Such bare assertions, utterly lacking in any apparent connection to factual support, fail to provide MRO or the Commission with any basis to determine the sections of statutes or requirements that allegedly have been violated and precisely why or how they had been allegedly violated.

The Complainants have failed to provide any factual support for their bare assertions against MRO as Rule 206 requires. Complainants have also failed to submit a pleading that meets the Commission’s minimum filing requirements contained in Rule 203. As a result, MRO is unable to discern from the Complaint what specific actions or inactions are alleged to be violations of the FPA or Commission regulations.

³² Complaint at 2, 9, 24.

³³ *Id.* at 9.

³⁴ *Id.* at 12.

³⁵ *Id.* at 8.

In past cases, the Commission has admonished complainants that “rather than bald allegations,” pleadings must include “an adequate proffer of evidence including pertinent information and analysis” to support the claims.³⁶ Where complainants have not complied with the Commission’s Rules and instead relied on bare allegations without evidentiary support, the Commission has dismissed such complaints.³⁷ The Commission has also dismissed pleadings that it concluded were “in large part, incomprehensible.”³⁸ MRO urges the Commission to dismiss the instant Complaint on similar procedural grounds, as it is similarly devoid of evidentiary support and is, in large part, incomprehensible.

D. The Complainant Has Not Followed Rule 2101(c) Of The Commission’s Rules of Practice And Procedure

Rule 2101(c) of the Commission’s Rules of Practice and Procedure makes clear that “[a] person appearing before the Commission . . . must conform to the standards of ethical conduct required of practitioners before the Courts of the United States.”³⁹ Rule 3.1 of the ABA Model Rules of Professional Conduct provides that “[a] lawyer shall not bring or defend a proceeding, or assert or

³⁶ See *Californians for Renewable Energy, Inc (CARE) and Barbara Durkin v. National Grid, Cape Wind and the Massachusetts Department of Public Utilities*, 137 FERC ¶ 61,113 at P 34 (2011) (citing *Ill. Mun. Elec. Agency v. C. Ill. Pub. Serv. Co.*, 76 FERC ¶ 61,084, at p. 61,482 (1996)).

³⁷ See *Californians for Renewable Energy, Inc (CARE)*, 137 FERC ¶ 61,113 at P 36.

³⁸ *Id.*

³⁹ 18 C.F.R. § 385.2101(c). See *Enron Power Mktg Inc.*, 119 FERC ¶ 61,036 at P 18, n.21 (2007).

controvert an issue therein, unless there is a basis in law and fact for doing so that is not frivolous, which includes a good faith argument for an extension, modification or reversal of existing law.”⁴⁰

With respect to MRO, the Complaint does not assert any basis in law or fact or make any good-faith argument that any action or inaction by MRO violated any duty or responsibility, or contravened any legal or regulatory obligation applicable to MRO. Moreover, a recent article in the trade press quoted counsel for Complainants explaining that the goal of the Complaint was to “‘make the utilities explain why they did what they did’ and ‘I want to see FERC deal with that.’”⁴¹

MRO is cognizant that no statute confers on the Commission the power to award attorneys’ fees where a party has litigated in bad faith, as a limited exception to the general “American Rule” that parties to litigation pay their own attorneys’ fees regardless of a lawsuit’s outcome.⁴² The Commission has, however, provided guidance to counsel who have disregarded the Commission’s Rules of Practice and Procedure and failed to conform to the standards of ethical conduct required of practitioners before the Commission by filing complaints

⁴⁰ Available at http://www.americanbar.org/groups/professional_responsibility/publications/model_rules_of_professional_conduct/rule_3_1_meritorious_claims_contentions.html (last visited March 19, 2013).

⁴¹ Esther Whieldon, *Groups Ask FERC to Stop Transmission Project, Say MISO Ignored Reliability Impacts*, Inside FERC, Mar. 11, 2013, at 17.

⁴² See *State of California, ex rel. Bill Lockyer vs. B.C. Power Exch. Corp., et al.*, 139 FERC ¶61,213 at P 20-24 (2012).

entirely lacking a basis in law or fact.⁴³ Given the deficiencies in the instant Complaint, the Commission must dismiss the Complaint for failure to comply with the Commission’s Rules of Practice and Procedure, and in so doing, MRO urges the Commission to provide appropriate guidance to counsel for Complainants regarding the standards of ethical conduct required of practitioners before the Commission.

E. MRO Has No Role or Responsibility In Decisions To Expand Transmission Facilities

FPA section 215 defines the term “reliability standard” and provides that a “reliability standard” is a Commission approved requirement but “does not include any requirement to enlarge . . . facilities or to construct new transmission capacity or generation capacity.”⁴⁴ Therefore, the ERO, and by delegation, MRO, is statutorily barred from any role or responsibility in making the decision to enlarge bulk-power system facilities or to construct new transmission capacity. Consistent with its statutory obligations, MRO did not have any role or responsibility in the decisions to seek approval from the appropriate regulatory bodies to construct the Hampton-La Crosse transmission line or in the decisions by various regulatory bodies to approve the construction and the route referred to in the Complaint.

⁴³ See e.g., *See Californians for Renewable Energy, Inc (CARE) and Barbara Durkin v. National Grid, Cape Wind and the Massachusetts Department of Public Utilities*, 137 FERC ¶ 61,113 (2011); *Appalachian Power Co.*, 134 FERC ¶ 61,114 (2011); *Californians for Renewable Energy, Inc. v. Cal. Pub. Utils. Comm’n, et al.*, 129 FERC ¶ 61,075 (2009); *Union Elec. Co. d/b/a Ameren UE*, 114 FERC ¶ 61,038 (2006); *Cent. Ill. Pub. Serv. Co.*, 27 FERC ¶ 61,079 (1984).

⁴⁴ 16 U.S.C. § 824o(a)(3).

There is no causal connection between MRO's responsibilities as a CEM to enforce compliance with Reliability Standards against Dairyland, GRE, MISO, Northern States Power Company, and WPPI and the decisions by the appropriate regulatory bodies to authorize the construction of and route for the Hampton-La Crosse transmission line.

Similarly, MRO's responsibility to conduct periodic assessments does not include the responsibility to propose or evaluate any particular new transmission projects under consideration by state authorities. FPA section 215 specifically excludes the construction of transmission facilities from the purview of the ERO and Regional Entities.

V. ADDITIONAL INFORMATION

A. Request For Waiver Of Rule 213(c)

With the procedural deficiencies of the Complaint described above, MRO is unable to ascertain which specific actions or inactions of MRO Complainants allege to be violations of the FPA or of the Commission's regulations or requirements. Accordingly, MRO requests that the Commission grant waiver of the requirements of Rule 213(c) with respect to this Answer, because it is not practicable for MRO to admit or deny disputed facts and law with specificity when the Complaint itself is utterly lacking in specific allegations.

B. Admissions And Denials

Pursuant to Rule 213(c)(2) of the Commission’s Rules of Practice and Procedure,⁴⁵ to the extent practicable and to the best of MRO’s present knowledge and belief with respect to the allegations against MRO:

MRO denies that it has any legal obligations or duties to Complainants.

MRO affirmatively alleges that its obligations are set forth in the FPA and its Delegation Agreement with NERC. MRO alleges it has met its specific obligations under the FPA and its Delegation Agreement with NERC related to reliability of the bulk-electric system. Further, MRO denies that it has a *generic* duty to “preserve the reliability of the system” as alleged by the Complainants.

MRO admits that it is a not-for-profit corporation organized under the laws of the State of Delaware and denies that it was formed in 2005. MRO alleges that it was incorporated in 2002.

MRO denies that it has “adopted” NERC Reliability Standards but admits that it is responsible for enforcing Commission approved NERC Reliability Standards in a defined geographical area as specified in its Delegation Agreement in the United States.

MRO is without sufficient information as to the particular MRO procedures, processes, and practices to admit or deny whether “MRO procedures,

⁴⁵ 18 C.F.R. § 385.213(c)(2).

processes and practices are incorporated into the Reliability Plans of the Midwest Independent Transmission Service Operator.”⁴⁶

MRO admits that the Complaint accurately quotes portions of MRO’s Bylaws and denies that its Bylaws have any legal significance in this pending action. MRO further denies that its Members “agree to comply with applicable reliability standards and NERC rules”⁴⁷ but admits that its Members, to the extent the Member is a Registered Entity, agree to comply with applicable Reliability Standards and NERC rules.⁴⁸

MRO admits that it is authorized through its Delegation Agreement to enforce Reliability Standards approved by the Commission as to those entities and for those functions reflected on its Compliance Registry⁴⁹ in the United States.

MRO admits FAC-002-1 is a Reliability Standard that applies to the GO, TO, DP, LSE, TP and PA functions and therefore is applicable to Dairyland, GRE, MISO, Northern States Power, and WPPI.

MRO admits that TPL-001-0.1 is a Reliability Standard that applies to the PA and TP functions and therefore it is applicable to Dairyland, GRE, MISO, and Northern States Power.

MRO denies that TPL-001-0.1 applies to WPPI.

⁴⁶ Complaint at 5.

⁴⁷ *Id.* at 5.

⁴⁸ Reliability Standards are applicable to particular functions. Entities are registered for specific functions. *See* n.14, *supra*.

⁴⁹ *Id.*

MRO denies that TPL-001-2, TPL-001-3 and TPL-001-4 are Reliability Standards approved by the Commission.

MRO is without sufficient information or belief about the specific violation of NERC standards to admit or deny whether “Applicants have proposed and secured MTEP08 approval contrary to NERC standards.”⁵⁰

MRO affirmatively alleges that it has reviewed the compliance history for each of the Registered Entities and there is no record of non-compliance by any of the Registered Entities with regard to the effective Reliability Standards cited by Complainants.

MRO affirmatively alleges that the allegations in the Complaint are not sufficient to warrant a spot check or investigation with regard to the Registered Entities’ compliance with the effective Reliability Standards cited by Complainants.

MRO denies that it received “active and constructive notice that the CapX 2020 Hampton-La Crosse transmission line would cause system instability and put the transmission system at risk.”⁵¹ MRO further denies that MRO had any responsibility under the FPA or its Delegation Agreement for, or breached any duty with respect to, the CapX 2020 process or the Hampton-La Crosse transmission project.

⁵⁰ Complaint at 10.

⁵¹ *Id.* at 11-12.

Unless otherwise specifically admitted, MRO denies each and every allegation made by Complainants against MRO.

C. Affirmative Defenses

By its terms, the Delegation Agreement does not create a duty to Complainants, form a standard of care, or create any liability on the part of MRO to the Complainants. The FERC-approved Delegation Agreement specifically provides in section 14: “Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to, any third party.”⁵²

The Complaint, filed under section 306 of the FPA,⁵³ is not authorized against MRO.

D. Proposed Process for Resolving the Complaint

Pursuant to Rule 213(c)(4) of the Commission’s Rules of Practice and Procedure,⁵⁴ MRO suggests the Commission promptly dismiss the Complaint.

⁵² Delegation Agreement § 14.

⁵³ 16 U.S.C. § 825e.

⁵⁴ 18 C.F.R. § 385.213(c)(4).

VII. CONCLUSION

For the foregoing reasons, MRO respectfully requests that the Commission grant waiver of the requirements of Rule 213(c) and immediately dismiss the Complaint.

Respectfully Submitted,

/s/ Andrew Art

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Counsel for Midwest Reliability Organization, Inc.

Dated: March 21, 2013

CERTIFICATE OF SERVICE

I hereby certify that I have this day caused the foregoing document to be served upon each person designated on the official service list compiled by the Secretary in this proceeding in accordance with the requirements of Rule 2010 of the Rules of Practice and Procedure, 18 C.F.R. § 385.2010 (2012).

Dated at Washington, D.C., this 21st day of March, 2013.

/s/ Andrew Art

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