



2200 IDS Center  
80 South 8th Street  
Minneapolis MN 55402-2157  
tel 612.977.8400  
fax 612.977.8650

January 13, 2012

**Lisa M. Agrimonti**  
(612) 977-8656  
LAgrimonti@Briggs.com

**ELECTRONIC FILING**

Mr. Robert Norcross  
Administrator  
Public Service Administrator of Wisconsin  
510 North Whitney Way  
PO Box 7854  
Madison, WI 53707-7854

**Re: Joint Application of Dairyland Power Cooperative, Northern States Power Company - Wisconsin, and Wisconsin Public Power Inc., for Authority to Construct and Place in Service 345 kV Electric Transmission Lines and Electric Substation Facilities for the CapX Twin Cities - Rochester - La Crosse Project, located in Buffalo, Trempealeau and La Crosse Counties, Wisconsin  
PSCW Docket No. 5-CE-136**

Dear Mr. Norcross:

Please find enclosed for filing:

- 1) Northern States Power Company, a Wisconsin corporation, Motion for Entry of a Protective Order;
- 2) Affidavit of Mark J. Wehlage and Attachments A to C;
- 3) Protective Order.

The enclosed information is submitted on behalf of the Applicant Northern States Power Company, a Wisconsin corporation.

B R I G G S   A N D   M O R G A N

Mr. Robert Norcross  
January 13, 2012  
Page 2

Please call with any questions.

Sincerely,

*/s/ Lisa M. Agrimonti*

Lisa M. Agrimonti

LMA/jy  
Enclosures  
cc:     Service List

**AN OFFICIAL FILING  
BEFORE THE  
PUBLIC SERVICE COMMISSION OF WISCONSIN**

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**Joint Application of Dairyland Power  
Cooperative, Northern States Power  
Company-Wisconsin, and Wisconsin Public  
Power, Inc., for Authority to Construct and  
Place in Service 345 kV Electric Transmission  
Lines and Electric Substation Facilities for the  
CapX Twin Cities-Rochester-La Crosse Project,  
Located in Buffalo, Trempealeau, and La Crosse  
Counties, Wisconsin**

**Docket No: 05-CE-136**

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**NORTHERN STATES POWER COMPANY, A WISCONSIN CORPORATION  
MOTION FOR ENTRY OF A PROTECTIVE ORDER**

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Northern States Power Company, a Wisconsin corporation, (“NSPW”) pursuant to Wisconsin Statute § 804.01(3), respectfully requests entry of a Protective Order to govern the release, use, and disclosure of model data and Critical Energy Infrastructure Information (“CEII”) , that are subject to non-disclosure agreements with third-parties, in response to data requests of the Public Service Commission of Wisconsin (“PSCW”) or any person who is a party in Docket No. 5-CE-136 (a “Party” or “Parties”). The third-party agreements at issue require that the information sought by the PSCW or Parties through data requests can only be provided if a Protective Order has been issued. This request for a Protective Order covers the disclosure of any of the CEII or model data disclosed in any form during the preceding and relied upon by NSPW in support of the Joint Application submitted in this Docket. In support of its Motion, NSPW states as follows:

1. Wisconsin Statutes § 804.01(3) states:

Upon motion by a party or by the person from whom discovery is sought, and for good cause shown, the court may make any order which justice requires to protect a party or person from annoyance, embarrassment, oppression, or undue burden or expense, including but not limited to one or more of the following:

...

(7) That trade secret, as defined in s. 134.90(1)(c), or other confidential research, development, or commercial information not be disclosed or be disclosed only in a designated way.”

Wis. Stat. §804.01(3) (emphasis added). Also, Wis. Stat. 227.46(1)(e) specifically provides that a hearing examiner may “[r]egulate the course of the hearing.”

#### **Midwest Reliability Organization Non-Disclosure Agreement**

2. NSPW is subject to a non-disclosure agreement with the Midwest Reliability Organization (“MRO”) (“MRO Agreement”) precluding NSPW from disclosing confidential MRO models and data to other persons. *See* Affidavit of Mark J. Wehlage at Ex. B.
3. The MRO Agreement requires that NSPW ensure that any of the confidential information covered under the MRO Agreement “will not be copied or furnished to other parties.”
4. The confidential MRO models and data can be disclosed to other persons according to the MRO agreement, so long as the disclosure is “in response to a valid order or a court or other governmental body of the United States or any of its political subdivisions, but only to the extent of and for the purposes of such order” and requires that a Protective Order be sought. *See* Affidavit of Mark J. Wehlage at Ex. B (emphasis added).

5. NSPW has already notified MRO of the need to disclose certain MRO models and data pursuant to data requests issued by PSCW or a Party in this proceeding.
6. MRO has advised that without the Protective Order NSPW is seeking, MRO models and data cannot be provided to the PSCW or a Party to this proceeding.

**Midwest Independent Transmission System Operator Non-Disclosure Agreement**

7. NSPW is also subject to a non-disclosure and confidentiality agreement with the Midwest Independent Transmission System Operator (“MISO”) (“MISO Agreement”) precluding NSPW from disclosing confidential MISO models and certain data to other persons not party to the non-disclosure and confidentiality agreement between NSPW and MISO.  
*See Affidavit of Mark J. Wehlage at Ex. C.*
8. MISO Agreement provides certain requirements should NSPW be required through either a legal or administrative process to disclose any of the information covered and protected under the non-disclosure and confidentiality agreement.
9. NSPW has agreed to use “its reasonable efforts to ensure that such [information covered by the non-disclosure and confidentiality agreement] be treated confidentiality, including seeking an appropriate protective order.” *See Affidavit of Mark J. Wehlage at Ex. C (emphasis added).*
10. MISO has advised that without the Protective Order NSPW is currently seeking, any disclosure of information covered under the MISO Agreement to either the PSCW or a Party would be in violation of the MISO Agreement.
11. To comply with the MRO Agreement and the MISO Agreement, a Protective Order is required in this Docket (5-CE-136) so that NSPW can continue to adequately and fully respond to data requests from the PSCW and Parties in compliance with the Prehearing

Order issued on December 6, 2011. The attached affidavit of Mark J. Wehlage further explains the confidential, trade secret, and otherwise protected nature of MISO or MRO data or models.

Wherefore, for the reasons stated herein, NSPW respectfully requests that its Motion for a Protective Order be granted and the proposed Protective Order (Exhibit 1) be entered.

Dated: January 13, 2012

**BRIGGS AND MORGAN, P.A.**

By: /s/ Lisa M. Agrimonti  
Lisa M. Agrimonti (1032645)  
Valerie Herring (1076996)  
2200 IDS Center  
80 South 8th Street  
Minneapolis, MN 55402  
Telephone: (612) 977-8400

**ATTORNEYS FOR NORTHERN STATES  
POWER COMPANY, A WISCONSIN  
CORPORATION**

**Joint Application of Dairyland Power Cooperative, Northern States Power Company-Wisconsin, and Wisconsin Public Power, Inc., for Authority to Construct and Place in Service 345 kV Electric Transmission Lines and Electric Substation Facilities for the CapX Twin Cities-Rochester-La Crosse Project, Located in Buffalo, Trempealeau, and La Crosse Counties, Wisconsin**

## AFFIDAVIT OF MARK J. WEHLAGE

3. As part of my duties, I am responsible for supervising department engineers in planning the electric transmission systems for NSPM and Northern States Power Company, a Wisconsin corporation (“NSPW”) in Minnesota, North Dakota, South Dakota, Wisconsin, and the Upper Peninsula of Michigan. The engineering work that Amanda King is providing for the Wisconsin portion of the Hampton – Rochester – La Crosse 345 kV Transmission Project that is under review in this Certificate of Public Convenience and Necessity (“CPCN”) proceeding, was undertaken at my direction and under my supervision.

4. In the CPCN proceeding currently underway, PSCW Staff and other Parties have sent Data Requests to or otherwise requested NSPW for the Midwest Independent Transmission System Operator ("MISO") and Midwest Reliability Organization ("MRO") modeling data used for powerflow and production cost analyses in support of the need for the Hampton – Rochester – La Crosse 345 kV Project. These models are computer models that are downloaded from either MISO's or MRO's secure website. These models are then used by NSPW's transmission planning engineers to perform powerflow analyses to determine the best solution to serve the future energy needs of a particular area.

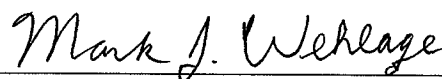
5. A copy of the Data Requests sent by Citizens Utility Board seeking data subject to MRO and MISO NDAs are attached as **Exhibit A**.

6. NSPW has contacted both the MRO and the MISO seeking permission under the non-disclosure agreements and has been advised that these entities believe that such disclosure would not be permitted absent a court or Administrative Law Judge protective order.

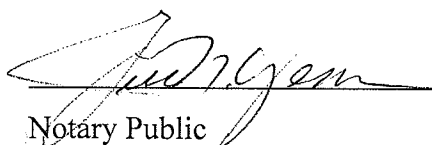
7. Attached as **Exhibit B** is a true and correct copy of the Non-Disclosure Agreement between NSPW and the MRO.

8. Attached as **Exhibit C** is a true and correct copy of the Non-Disclosure Agreement between NSPW and the MISO.

**FURTHER AFFIANT SAITH NOT.**

  
\_\_\_\_\_  
Mark J. Wehlage

Subscribed and sworn to before me  
this 13 day of January, 2012.

  
\_\_\_\_\_  
Notary Public





**BEFORE THE  
PUBLIC SERVICE COMMISSION OF WISCONSIN**

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Joint Application of Dairyland Power Cooperative,  
Northern States Power Company-Wisconsin, and Wisconsin  
Public Power, Inc., for Authority to Construct and Place  
In Service 345 kV Electric Transmission Lines and  
Electric Substation Facilities for the CapX Twin Cities-  
Rochester-La Cross Project, Located in Buffalo, Trempealeau,  
And La Crosse Counties, Wisconsin

Docket No. 05-CE-136

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**THE CITIZENS UTILITY BOARD'S FIRST SET OF DISCOVERY  
TO NORTHERN STATES POWER COMPANY OF WISCONSIN**

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To: Lisa Agrimonti  
[LAgrimonti@Briggs.com](mailto:LAgrimonti@Briggs.com)

PLEASE TAKE NOTICE that the Citizens Utility Board of Wisconsin ("CUB") requires Northern States Power Company of Wisconsin ("NSPW") to answer the requested interrogatories and produce the requested documents in accordance with Wis. Stat. §§ 804.08 and 804.09, Wis. Admin. Code § PSC 2.24(1), and the Prehearing Conference Memorandum dated December 6, 2011 (PSC REF #: 156791).

**DEFINITIONS AND INSTRUCTIONS**

1. These are general instructions. Please refer to the Wisconsin Rules of Civil Procedure and the cases construing them for further requirements.
2. “Documents” means any printed, written, recorded, typed, drawn, taped, electronic, electromagnetic, graphic, photographic, or any other tangible matter or documentary material from whatever source, however produced or reproduced, whether sent or received or neither, whether original, copies, drafts, translations or otherwise, including the original and any nonidentical copy (whether different from the original because of notes made on or attached to such copy or the presence of signatures indicating execution or otherwise), including but not limited to any and all writings, correspondence, letters, e-mails, telegrams, telex communications, cables, advices, orders, opinions, notes, notations, papers, memoranda, interoffice communications, intraoffice communications, tapes, disks, brokerage account monthly statements, minutes of meetings, recordings or other memorials of any type of personal or business telephone conversations, powers of attorney, meetings or conferences, reports, studies, analyses, evaluations, estimates, projections, forecasts, ledgers, books of account, computer printouts, hard copy printouts, programs, manuals, diaries, calendars, desk pads, appointment books, transcripts, checks, canceled checks, check stubs, checkbooks and financial statements.
3. “Northern States Power Company-Wisconsin,” “the Company,” and “NSPW,” means that corporation and its parent company Xcel Energy.
4. “PSCW” or “Commission” means the Public Service Commission of Wisconsin.
5. “CPCN Application” means the Certificate of Public Convenience and Necessity Application filed and updated as of June 14, 2011.

6. Please answer each request specifically, based upon reasonable inquiry and diligent search of relevant records and other documents and materials, without specific limit.  
“Reasonable inquiry” for purposes of these instructions includes seeking information in the possession of attorneys, accountants, consultants, advisers or other persons directly or indirectly employed by, connected with, or under the control of, NSPW.
7. Answer each request separately and fully, in writing, unless it is objected to, in which event the reasons for objection must be stated in lieu of an answer. Identify on each response the person who prepared the response and their job title with NSPW.
8. In answering each request, please state the text of the request prior to providing the response. Each request and applicable response should be on a separate page. Each request is continuing in nature. Thus, if NSPW acquires or discovers additional or different information with respect to a request after the request has been initially answered, NSPW is requested to supplement its response immediately following the receipt of such additional or different information, giving the additional or different information to the same extent as originally requested. Please do not withhold answers to some questions until all questions are answered; furnish them as they become available.
9. If a Microsoft Excel spreadsheet is responsive to a request, please provide an electronic copy of that spreadsheet.
10. Please respond to all CUB requests for production of documents using e-mail and attachments. All responses should be served on:

Kira Loehr: [loehr@wiscub.org](mailto:loehr@wiscub.org)

Dennis Dums: [dums@wiscub.org](mailto:dums@wiscub.org)

Richard Hahn: [rhahn@lacapra.com](mailto:rhahn@lacapra.com)

If certain responses to these requests cannot be provided electronically, please provide those responses in hard copy or CD format to the following individuals:

Ms. Kira Loehr  
Mr. Dennis Dums  
Citizens Utility Board  
16 North Carroll Street, Suite 640  
Madison, WI 53703

Mr. Richard Hahn  
La Capra Associates  
One Washington Mall  
9<sup>th</sup> Floor  
Boston, MA 02108

CUB may request that other individuals be served with responses in subsequent requests.

## INTERROGATORIES

- |               |   |
|---------------|---|
| 1-CUB/Inter-1 | <p>Please provide a written summary of and quantification of the following assumptions used to create the load forecast discussed in Appendix E to the CPCN Application:</p> <ul style="list-style-type: none"> <li>a. Level of demand-side management;</li> <li>b. Local temperatures compared to historical data;</li> <li>c. Economic growth rate; and</li> <li>d. Population growth rate.</li> </ul>  |
| 1-CUB/Inter-2 | <p>Please refer to page 5 of Appendix E to the CPCN Application. Please identify each of the hydroelectric generators modeled, their maximum capability, and actual monthly generation output since 2002.</p>   |
| 1-CUB/Inter-3 | <p>Please explain why French Island Unit 3 was mothballed when it is in an area with local reliability problems.</p>  |
| 1-CUB/Inter-4 | <p>Could French Island Unit 3 be placed back in service to meet reliability needs? Why or why not?</p>  |
| 1-CUB/Inter-5 | <p>Refer to page 16 of Appendix E to the CPCN Application which states, “the number of hours that French Island Units can run may be restricted by environmental permitting limitations.” Please identify all current restrictions on the operation of these units due to environmental constraints.</p>  |
| 1-CUB/Inter-6 | <p>Please identify the actual monthly generation from French Island Unit 3 and Unit 4 since 2006.</p>   |
| 1-CUB/Inter-7 | <p>Is it possible to convert French Island Units 3 and 4 to run on natural gas? If so, please provide:</p> <ul style="list-style-type: none"> <li>a. A description of the work necessary to convert the units to a new fuel;</li> <li>b. The estimated cost of the conversion; and</li> <li>c. All results and work papers for the all analyses performed examining this option as an alternative to the proposed Project. Where possible, please provide all documents in machine-readable electronic format with all formulas intact and readable.</li> </ul>   |
| 1-CUB/Inter-8 | <p>Please refer to the Company’s response to PSCW data request 2-2 which states, “While the addition of local generation can improve reliability in some circumstances, that local generation cannot provide for the type of region-wide benefits that the proposed 345 kV line will provide.”</p> <ul style="list-style-type: none"> <li>a. Are the “region-wide” benefits needed to justify the cost of this project?</li> <li>b. Will the ratepayers bearing the cost of building the project receive all of these region-wide benefits? If not, what is the scope of the benefits referred to and please identify all beneficiaries.</li> </ul> |

- 1-CUB/Inter-9 For the purpose of the needs assessment the Company performed regarding the proposed project, for what year did NSPW first assess reliability needs in the La Crosse area? For example, did the Company in 2008 first assess reliability needs by examining the year 2010?
- 1-CUB/Inter-10 Reference Appendix E to the CPCN Application. Please provide the load growth between 2010 actual loads and the loads for the year for which the need for the proposed project was assessed.
- 1-CUB/Inter-11 Reference Appendix E to the CPCN Application. Did the forecasted load growth change after the completion of the need assessment and MISO's review of the project? If so, did you update the study with the updated load forecast? If not, why not?
- 1-CUB/Inter-12 Reference Appendix E to the CPCN Application. Please identify each of the entities that provided the load forecast. How was the load forecast information collected? What role did MISO play in the load forecast?
- 1-CUB/Inter-13 Reference Appendix E to the CPCN Application. Please provide the load forecast methodology including load at Reserve zone level and at bus level. Please explain how the aggregated load at zone level is related to bus level.
- 1-CUB/Inter-14 Please explain if the Company's needs assessment for the proposed project was conducted based on extreme peak loads (i.e., 90/10) or base case (i.e., 50/50) loads.
- 1-CUB/Inter-15 Appendix E, page 19-20, Figure 6-5 of the CPCN Application, shows the load in the La Crosse-Winona Area. Does this load reflect the total load for the proposed project or is Rochester area load to be added separately?
- 1-CUB/Inter-16 Please identify the historical load growth data and projected load growth for the affected areas used in the needs assessment for the proposed project.
- 1-CUB/Inter-17 Please describe the NERC reliability standard the Company used for its need analysis (e.g., N-1; N-1-1; N-2) and the reason for that choice. Were there local reliability requirements in addition to or different from the NERC criteria? Please identify all documents that support your response.
- 1-CUB/Inter-18 Did the Applicants explore demand resources, including energy efficiency, as a part of the solution? If not, why not? If yes, how much of the solution do demand resources provide? Please identify all documents that support your response.
- 1-CUB/Inter-19 Provide identify all lines and buses modeled in the load flow runs for the proposed project area. Include any bus loads, the capability of any generating units in this area, and the output of each such generator assumed in the load flow runs. If the La Crosse area generator outputs changed after the assumed addition of the proposed transmission project, please identify all changes.

- 1-CUB/Inter-20 Load Flow simulation software has the ability to display the outputs (i.e., bus voltages, line flows, etc.) on one-line diagrams. If available, please provide such diagrams showing the load flow output for each case run.
- 1-CUB/Inter-21 Please provide a one-line diagram showing all lines and buses in the proposed project area, including ties to the surrounding transmission system.
- 1-CUB/Inter-22 Reference Appendix E to the CPCN Application. Please identify each of the contingencies that were considered for the needs study.
- 1-CUB/Inter-23 Reference Appendix E to the CPCN Application. Please identify the dispatch scenarios for the needs study and the combination of scenarios applied to conduct the study. Specifically describe how the assumed generator outputs in the load flow input files were determined. Was the same dispatch used with and without the proposed projects? Please explain why or why not.
- 1-CUB/Inter-24 Reference Appendix E to the CPCN Application. What line ratings (i.e., short-term emergency) were used in the load flow analyses for the proposed project? Please describe the line rates used and the basis for that assumption.
- 1-CUB/Inter-25 Regarding the power flow analyses described in Appendix E to the CPCN Application: why was the Monroe County-Council Greek 161 kV line assumed to be out of service in all cases?
- 1-CUB/Inter-26 Which portions of the proposed project will be owned by each Applicant? Please identify all lines, buses, etc. and the associated cost for each portion owned by each Applicant. Also, identify which portions will be paid for by WPPI Energy, Dairyland Power Cooperative, and NSPW ratepayers.

### **REQUESTS FOR PRODUCTION**

- 1-CUB/RFP-1 Please provide a copy of all documents identified in response to each of the interrogatories above.
- 1-CUB/RFP-2 Please provide a copy of all discovery responses, public and confidential, that NSPW has provided to parties other than CUB in this proceeding. Please provide supplemental responses to this request through the course of the proceeding.
- 1-CUB/RFP-3 Please provide a copy of all confidential information NSPW has filed with the PSCW in this proceeding. Please provide supplemental responses to this request through the course of this proceeding.
- 1-CUB/RFP-4 Please provide a copy of the load forecasts found in Appendices 1 and 2 to Appendix E to the CPCN Application in machine-readable electronic format with all formulas intact and readable.
- 1-CUB/RFP-5 Please provide all work papers and studies used to create the load forecasts discussed in Appendix E to the CPCN Application. Where possible, please provide these documents in machine-readable electronic format with all formulas intact and readable.

- 1-CUB/RFP-6 Please provide all load forecasts for the proposed project area that have been produced more recently than the one discussed in Appendix E to the CPCN Application. Please provide all work papers and studies used to create these updated forecasts. Where possible, please provide all documents in machine-readable electronic format with all formulas intact and readable.
- 1-CUB/RFP-7 Please provide a comparison of 2010 actual load data and 2010 forecast load used in the analysis described in Appendix E to the CPCN Application. Please provide this analysis in machine-readable electronic format with all formulas intact and readable.
- 1-CUB/RFP-8 Please provide the load flow input files for the transmission system being studied without the proposed project and the system with the proposed project in a machine readable format, such as “\*.raw” or “\*.txt” format.
- 1-CUB/RFP-9 Please provide the load flow output files for the transmission system under study in a machine readable format. Please indicate any criteria violation in these output files.

Dated this 20<sup>th</sup> day of December, 2011.

Respectfully submitted,

*/s/ Kira E. Loehr*

By: \_\_\_\_\_

Kira E. Loehr

Attorney for Citizens Utility Board

16 N. Carroll Street  
Suite 640  
Madison, WI 53703  
608-251-3322 x. 12  
loehr@wiscub.org



**BEFORE THE  
PUBLIC SERVICE COMMISSION OF WISCONSIN**

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Joint Application of Dairyland Power Cooperative,  
Northern States Power Company-Wisconsin, and Wisconsin  
Public Power, Inc., for Authority to Construct and Place  
In Service 345 kV Electric Transmission Lines and  
Electric Substation Facilities for the CapX Twin Cities-  
Rochester-La Cross Project, Located in Buffalo, Trempealeau,  
And La Crosse Counties, Wisconsin

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Docket No. 05-CE-136

**THE CITIZENS UTILITY BOARD'S SECOND SET OF DISCOVERY  
TO NORTHERN STATES POWER COMPANY OF WISCONSIN**

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To: Lisa Agrimonti  
[LAgrimonti@Briggs.com](mailto:LAgrimonti@Briggs.com)

PLEASE TAKE NOTICE that the Citizens Utility Board of Wisconsin ("CUB") requires Northern States Power Company of Wisconsin ("NSPW") to answer the requested interrogatories and produce the requested documents in accordance with Wis. Stat. §§ 804.08 and 804.09, Wis. Admin. Code § PSC 2.24(1), and the Prehearing Conference Memorandum dated December 6, 2011 (PSC REF #: 156791). Please note that the definitions and instructions included in CUB's First Set of Discovery to NSPW apply to this set of discovery as well.

## **INTERROGATORIES**

- 2-CUB/Inter-1      Have the Applicants studied and/or quantified the proposed project's expected impact on LMPs? If yes, please identify all studies, workpapers or any other supporting documents used for such analysis. If no, please explain why not.
- 2-CUB/Inter-2      Has NSPW studied and/or quantified the proposed project's expected impact on transmission constraints within the MISO system? If yes, please identify all studies, workpapers or any other supporting documents used for such analysis. If no, please explain why not.

Unless otherwise noted, the following questions refer to the June 2011 version of Appendix E, the Transmission Studies Summary Report – PSC Ref #150050.

- 2-CUB/Inter-3      Has the Minnesota Public Utilities Commission taken any further action on the 2008 Regional Incremental Generation Outlet Study (RIGO) facilities since March 2011? If so, please identify the actions taken, including the docket number and date of each action.
- 2-CUB/Inter-4      Could French Island Unit 3 be placed back in service to meet reliability needs? Why or why not?
- 2-CUB/Inter-5      Regarding "Turn off French Island large generation.idv" (at page 6), please explain how it was decided that Sherco and Prairie Island generation pick up the removed French Island generation. If an input assumption, please provide the basis for this assumption. If an output of the model, please explain the model's decision rule (e.g. economic dispatch?).
- 2-CUB/Inter-6      Please explain why a zero impedance 345 kV line between Adams and Hazelton substations was included in the Midwest Regional Organization base case. Please explain why it was subsequently removed in the study model.
- 2-CUB/Inter-7      Please explain what future generation was intended to be modeled by the Nobles 400MW generation.idv. Where would it be located? Was this bus chosen as a swing bus in the load flow program? If so, please explain why.
- 2-CUB/Inter-8      Refer to page 4 which states, "[t]he French Island two 70 MW generators were turned off". Please confirm if all French Island units 1-4 were assumed to be turned off or only units 3 and 4.
- 2-CUB/Inter-9      What are the cold and hot start times for French Island Units 3 and 4?
- 2-CUB/Inter-10      Are there specific projects in Minnesota or points further west that are unable to interconnect due to transmission limitations in the La Crosse area, as indicated on page 30? If so, please identify the nameplate capacity, resource type, and whether the project is owned by or sells power to any Wisconsin utility. If the reference is not to specific projects, what resource type was assumed for these projects?
- 2-CUB/Inter-11      For the 2006 161 kV La Crosse alternative, would it be possible to use French Island as a synchronous condenser to solve voltage issues discussed on page 30?

- 2-CUB/Inter-12 Over what geographic area are the loss savings of 10 MW of capacity and 26 GWh/year of energy assumed to occur?
- 2-CUB/Inter-13 Please explain why the cost estimates for the 2006 161 kV Alternative and Rochester 161 kV Alternative increased between 2006 and 2010 (51% and 81% respectively)?
- 2-CUB/Inter-14 Have the Applicants made any quantitative estimates of the monetary benefits from building the proposed project, other than the loss savings? If so, please provide these estimates and identify all workpapers, studies or analyses used to produce them. Please provide a breakdown in quantitative benefits between community service reliability, generation outlet and regional reliability.
- 2-CUB/Inter-15 Did Applicants consider or allow for the occurrence of any loss of load, either consequential or otherwise, in assessing the reliability of their system? Please explain and identify all documents that support your answer.

### **REQUESTS FOR PRODUCTION**

- 2-CUB/RFP-1 Please provide a copy of all documents identified in response to each of the interrogatories above.
- 2-CUB/RFP-2 Please provide all load forecasts for the La Crosse area prepared by or in the possession of the Applicants that were developed on or after January 1, 2009.

Unless otherwise noted, the following requests refer to the June 2011 version of Appendix E, the Transmission Studies Summary Report – PSC Ref #150050.

- 2-CUB/RFP-3 For each distribution substation listed in Appendix 1, please provide the most recent two years of hourly load data. If possible, please provide this data in an Excel file or similar machine-readable spreadsheet format.
- 2-CUB/RFP-4 Regarding the generation on the Spencer 69 kV bus that was removed from the powerflow model:
- a. Please describe the generation resource(s) that is represented in Midwest Reliability Organization's original model.
  - b. Where was it assumed to interconnect with the bulk power system?
  - c. Please explain the basis for the assumption that it will not be put into service.
- 2-CUB/RFP-5 Please provide a copy of the CD that was provided to PSCW Staff in the summer of 2009, referenced on page 5 of Appendix E.
- 2-CUB/RFP-6 Please provide the most recent two years of hourly generation data for each of the following plants. Please provide data in an Excel spreadsheet or similar machine-readable spreadsheet format.
- a. John P. Madgett Generator

- b. Alma Units 1-5
- c. Genoa Unit 3
- d. French Island Units 1 and 2
- e. French Island Unit 3
- f. French Island Unit 4

- 2-CUB/RFP-7 Please provide all analyses that show that running peak generation as must-run is not reliable or cost effective as an alternative to transmission, as stated on page 15.
- 2-CUB/RFP-8 Please provide the table in Figure 9-1 in machine-readable spreadsheet format with all formulas intact.
- 2-CUB/RFP-9 Please provide all workpapers, analyses and/or studies used to generate the estimate of the present value of cost of capacity and energy for a 1 MW loss reduction (p. 34).
- 2-CUB/RFP-10 Please provide all workpapers (in machine-readable spreadsheet format with formulas intact) and other supporting documents used to produce Figure 9-2.

Dated this 28<sup>th</sup> day of December, 2011.

Respectfully submitted,

*/s/ Kira E. Loehr*

By: \_\_\_\_\_

Kira E. Loehr  
Attorney for Citizens Utility Board

16 N. Carroll Street  
Suite 640  
Madison, WI 53703  
608-251-3322 x. 12  
loehr@wiscub.org

**Midwest Reliability Organization – NON-DISCLOSURE AGREEMENT**

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**Midwest Reliability Organization  
NON-DISCLOSURE AGREEMENT**

Midwest Reliability Organization (MRO) plans to make available certain information to your company (Recipient) related to MRO models and data. Prior to receiving this information, MRO requires that Recipient execute this Non-Disclosure Agreement (Agreement).

For the purposes of this Agreement only, "employees" include third parties retained for professional advice (including, without limitation, attorneys, accountants, consultants, bankers and financial advisors) temporary administrative, clerical or programming support. "Need to know" means that the employee requires the Confidential Material in order to perform his or her responsibilities in connection with Recipient transacting business with MRO or its Members.

By executing this Agreement, Recipient is affirming that all information designated by MRO or its vendor(s) as "confidential", "proprietary", "CEII" or other such designation as indicates protection of the material (Confidential Material), will be maintained in the strictest confidence and will not be disclosed to any person or entity other than its officers, directors and employees, consultants or its affiliates and their respective officers, directors, and employees who have a need to know, who have been advised of the confidentiality of the material, and who have agreed to be bound by the terms of this Agreement. Recipient acknowledges that Confidential Material may include Critical Energy Infrastructure Information (CEII). Pursuant to Commission Order on Rehearing (Issued June 17, 2008), 123 FERC ¶ 61,276, Critical Energy Infrastructure Information (CEII) is defined as "specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure that: (1) relates details about the production, generation, transportation, transmission, or distribution of energy; (2) could be useful to a person in planning an attack on critical infrastructure; and (3) does not simply give the general location of the critical infrastructure."

Recipient shall take necessary precautions to prevent disclosure of the Confidential Material to the public or any third party. Recipient agrees that the Confidential Material will not be copied or furnished to other parties. Recipient will safeguard the Confidential Material with the same degree of care to avoid unauthorized disclosure as Recipient uses to protect its own confidential and private information.

The obligation with respect to handling and using Confidential Material set forth in this Agreement is not applicable to information which:

- a. Is in the public domain at the time of its disclosure to Recipient, or thereafter enters the public domain through no breach of this Agreement by Recipient;
- b. Is known by Recipient at the time of disclosure by MRO;

**Midwest Reliability Organization – NON-DISCLOSURE AGREEMENT**

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- c. Is independently developed by Recipient or by a person or persons who have not had access to the Confidential Material received by Recipient from MRO;
- d. Is available to Recipient or others by inspection or analysis or related products available in the open market place;
- e. Is made available by MRO to anyone without similar restrictions by disclosing of such Confidential Material;
- f. Is known to Recipient from a source other than MRO;
- g. Is approved for release by written authorization of a representative of MRO;
- h. Is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure; or
- i. Is disclosed in response to a valid order of a court or other governmental body of the United States or any of its political subdivisions, but only to the extent of and for the purposes of such order; provided, however, that Recipient will first notify MRO of the order and permit MRO to seek an appropriate protective order.

Confidential Material will be deemed the property of MRO or its vendor(s). Recipient will, within ten (10) days of a written request by MRO or its vendor(s), return all Confidential Material to MRO or, if so directed, destroy all such Confidential Material. Recipient will also, within ten (10) days of a written request by MRO or its vendor(s), certify in writing that it has satisfied the obligations of such a request.

No other obligation of any kind is assumed by or implied against any party except for those stated herein by the receipt of such Confidential Material, nor shall such receipt constitute a waiver of any rights any party may have with respect to similar material.

No manufacturing or software license under any patents or copyrights of any party is granted by this Agreement or by any disclosure of Confidential Material.

The parties agree that an impending or existing violation of any provision of this Agreement would cause MRO or its vendor(s) irreparable injury for which there would be no adequate remedy at law, and that MRO or its vendor(s) will be entitled to seek immediate injunctive relief prohibiting such violation without the posting of bond or other security, in addition to any other rights and remedies available.

No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement or any disclosure hereunder, except for the

Midwest Reliability Organization – NON-DISCLOSURE AGREEMENT

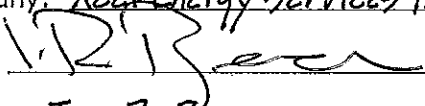
right to use such information in accordance with this Agreement. No warranties of any kind are given for the Confidential Material disclosed under this Agreement.

This Agreement may not be assigned by Recipient without the prior written consent of MRO. Any assignment in violation of this provision will be void. This Agreement will be binding upon the parties and their respective successors and assigns.

If any provision of this Agreement is held invalid or unenforceable, such provision will be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the party's intent in agreeing to this original provision. The remaining provisions of this Agreement will continue in full force and effect.

Recipient warrants that it has the authority to enter into this Agreement and to lawfully make the disclosures contemplated hereunder.

**ACKNOWLEDGED AND AGREED:**

Company: Xcel Energy Services Inc. on behalf of Northern States Power Company,  
 By:  a Minnesota Corporation, and  
Northern States Power Company,  
 Name: Ian R. Benson a Wisconsin Corporation  
 Title: Director, Transmission Asset Management  
and Business Relations

## NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Non-Disclosure and Confidentiality Agreement (the "Agreement") is entered into on this 13<sup>th</sup> day of May, 2008 and effective as of the 13<sup>th</sup> day of May, 2008 (the "Effective Date"), by and between Midwest Independent Transmission System Operator, Inc.. ("Midwest ISO") and Xcel Energy Services Inc. (XES) on behalf of Northern States Power Company, a Minnesota corporation, and Northern States Power Company, a Wisconsin corporation, (hereafter NSP Companies ("Company") whose principal offices are located at 414 Nicollet Mall, Minneapolis, MN 55401 (Midwest ISO and Company may be collectively referred to as "Parties" or singly as "Party").

WHEREAS, Midwest ISO is prepared to disclose confidential information under this Agreement to Company in connection with Midwest ISO's business with, or possible engagement of, Company (the "Purpose");

WHEREAS, Company represents that it desires to receive confidential information pursuant to this Agreement; and,

WHEREAS, Midwest ISO and Company desire to set forth in writing the terms and conditions of their agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, representations and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Confidential Information.** "Confidential Information" as used in this Agreement means all information disclosed to Company by Midwest ISO or its employees, agents, contractors, representatives, consultants and advisors (collectively "Disclosing Party") in connection with the Purpose. Confidential Information includes, without limitation, (i) any and all business, technical, marketing, financial or other information, whether in electronic, oral or written form; (ii) trade secrets, business plans, techniques, methods, or systems, data, know-how, formulae, compositions, designs, sketches, mock-ups, prototypes, photographs, charts, graphs, forms, documents, drawings, samples, inventions, ideas, research and development, customer and vendor lists (including, without limitation, the identity, characteristics, contact persons, product and service needs thereof), rates, price lists, computer software programs and systems, financial statements, and budgets; (iii) all memoranda, summaries, notes, analyses, compilations, studies or those portions of other documents prepared by Company to the extent they contain or reflect such information of, or the contents of discussions with the Disclosing Party ("Company's Material"), including the contents or existence of discussions or negotiations related to the Purpose; (iv) information not generally known or readily ascertainable; (v) information that provides a competitive advantage for Disclosing Party; and (vi) information that is marked "Confidential" or nonpublic information which under the circumstances surrounding disclosure a reasonable person would conclude should be treated as confidential. Confidential Information shall not include information that (a) is or becomes part of the public domain other than as a result of disclosure by Company, (b) becomes available to Company on a non-confidential basis from a source other than Disclosing Party, provided that, to the best of Company's knowledge, such source is not prohibited from transmitting such information by a contractual, legal, or other



obligation, or (c) was in Company's possession prior to disclosure of the same by Disclosing Party.

2. **Non-Use; Protection and Dissemination of Confidential Information.**

Company agrees not to disclose, discuss, use, reproduce, duplicate, distribute, copy, reconstruct or in any way communicate, directly or indirectly, the Confidential Information for purposes other than in connection with the Purpose. Company shall not disclose, discuss, use, reproduce, duplicate, distribute or in any way communicate, directly or indirectly, the Confidential Information to any other party and will use all reasonable efforts to protect the confidentiality of such information. Company will require that Company's employees, officers, directors, agents, contractors, representatives, consultants and advisors who need to have access to such Confidential Information in order to assist Company in connection with the Purpose (1) are aware of the Company's confidential obligation hereunder, and (2) agree to be bound by such confidentiality obligations. Company shall notify Disclosing Party immediately of any loss, misuse, or misappropriation of any Confidential Information of which Company becomes aware.

3. **Ownership and Return.** All Confidential Information, including Company's Material, shall be and remain the property of Disclosing Party, and no right or license is granted to Company with respect to any Confidential Information. No transfer or creation of ownership rights in any intellectual property comprising Confidential Information is intended or shall be inferred by the disclosure of Confidential Information by Disclosing Party, and any and all intellectual property comprising Confidential Information disclosed and any derivations thereof, shall continue to be the exclusive intellectual property of Disclosing Party. Upon the termination by any Party of the Purpose, or sooner if so requested, Company agrees to immediately return all Confidential Information, including Company's Material, to Disclosing Party or to destroy all Confidential Information, including all copies of the same, however, Company shall not be required to destroy Confidential Information that has become embedded in Company's planning models. Upon request, the fact of any such destruction shall be certified in writing to Disclosing Party by Company. Nothing in this Agreement obligates Disclosing Party to disclose any information to Company or creates any agency or partnership relation between them.

4. **Compliance and Protection of Confidential Information.** Company represents and warrants that it has practices and procedures adequate to protect against the unauthorized release of Confidential Information received. Company must educate its employees, agents, and assigns in the provisions of this Agreement and provide to Disclosing Party upon request any information necessary to determine compliance with the terms of this Agreement.

5. **Indemnification.** Company agrees to indemnify, hold harmless and defend Midwest ISO, its employees, principals (owners, partners, shareholders or holders of an ownership interest, as the case may be), agents, contractors, representatives, consultants and/or advisors against any and all liability, loss, costs, damages, expenses, claims or actions, joint or several, arising out of or by reason of any breach of this Agreement by Company and/or Company's employees, agents, contractors, representatives or consultants, or arising out of or by reason of any act or omission of Company and/or Company's employees, agents, contractors, representatives or consultants in the execution, performance, or failure to adequately perform their obligations under this Agreement. For purposes of this Section, to "indemnify" means to defend and pay all expenses (including reasonable attorneys' fees) and satisfy all judgments

(including costs and reasonable attorneys' fees) which may be incurred or rendered against Midwest ISO, its employees, principals (owners, partners, shareholders or holders of an ownership interest, as the case may be), agents, contractors, representatives, consultants and/or advisors.

6. **Compelled Disclosure.** If Company is requested or required by legal or administrative process to disclose any Confidential Information, Company shall promptly notify Disclosing Party of such request or requirement so that Disclosing Party may seek an appropriate protective order or other relief. In any case, Company will (a) disclose only that portion of the Confidential Information that its legal counsel advises is required to be disclosed, (b) use its reasonable efforts to ensure that such Confidential Information is treated confidentially, including seeking an appropriate protective order, and (c) notify Disclosing Party as soon as reasonably practicable of the items of Confidential Information so disclosed.

7. **Remedies.** The Parties acknowledge that remedies at law may be inadequate to protect Disclosing Party against any actual or threatened breach of this Agreement by Company, and, without prejudice to any other rights and remedies otherwise available to Disclosing Party, agree to the immediate granting of preliminary and final injunctive relief (without prior notice and without posting any bond) in favor of Disclosing Party to enjoin and restrain any breach or violation, either actual or anticipatory, of this Agreement.

8. **Purpose.** None of the Parties will be under any legal obligation of any kind whatsoever with respect to the Purpose by virtue of this Agreement, except for the matters specifically agreed to herein. No representation or warranty is made by the Disclosing Party as to the accuracy or completeness of any information provided to the Company.

9. **Term and Termination.** Company's obligations under this Agreement shall be effective on the date set forth above and shall be perpetual, notwithstanding any expiration, cancellation or termination of this Agreement. Upon termination of the Agreement, Company shall either promptly (1) deliver or cause to be delivered to Disclosing Party or (2) certify to the Disclosing Party the destruction of, all Confidential Information, including all copies of the same all of the Confidential Information in Company's possession or control including, without limitation, originals and copies of documents, customer lists, prospect lists, price lists, operations manuals, and all other documents reflecting or referencing the Confidential Information, as well as all other materials furnished to or acquired by Company to facilitate the Purpose of the Agreement.

10. **Agency.** This Agreement is binding on Company, its employees, agents, contractors, representatives, consultants, advisors, successors and assigns. In the event of a dispute regarding liability for breach of this Agreement, common law agency principles apply.

11. **Waiver.** No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by an authorized representative of the Party making the waiver. The failure of either Party in any one or more instances to insist upon strict performance of any of the terms and conditions of this

Agreement will not be construed as a waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms or conditions on any future occasion.

12. **Modification.** This Agreement may not be amended except in a writing signed by authorized representatives of both Parties.

13. **Governing Law.** Indiana law shall govern the interpretation and implementation of the Agreement and the resolution of any dispute between the parties regarding the effect of the Agreement without giving effect to principles of conflicts of law, and shall supplement, but not replace, the Uniform Trade Secrets Act as enacted by the State of Indiana. Each Party hereby submits itself for the sole purpose of this Agreement and any controversy arising hereunder to the exclusive jurisdiction of the federal or state courts located in the State of Indiana serving the counties of Hamilton and Marion, and any courts of appeal therefrom, and waives any objection (on the grounds of lack of jurisdiction, or forum not convenient or otherwise) to the exercise of such jurisdiction over it by any such courts.

14. **Severability and Survival.** Should any clause, portion or paragraph of this Agreement be unenforceable or invalid for any reason, such unenforceability or invalidity will not affect the enforceability or validity of the remainder of this Agreement, and any court having jurisdiction is specifically authorized and encouraged by the Parties to hold inviolate all portions of this Agreement that are valid and enforceable without consideration of any invalid or unenforceable portions hereof. The headings of the sections in this Agreement are for the purposes of convenient reference only and are not intended to be part of this Agreement, or to limit or affect the meaning or interpretation of any of the terms hereof.

15. **Assignment and Succession.** This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the Parties hereto. Any successor to or assignee of Midwest ISO shall assume its rights and obligations under this Agreement with or without notice to Company. Company may not assign its rights hereunder without the written permission of Midwest ISO.

16. **Attorney's Fees.** If Company breaches or defaults in the performance of any of the covenants, agreements, representations, or warranties described in this Agreement, then in addition to any and all of the rights and remedies which Midwest ISO may have against Company, Company will also be liable to and pay Midwest ISO its court costs and reasonable attorney's fees incurred in enforcing Midwest ISO's covenants, agreements, representations and warranties herein.

17. **Employees Bound by Agreement.** The representative executing this Agreement hereby acknowledges and agrees that he/she is duly authorized to execute this Agreement on behalf of Company and that this Agreement shall bind and be enforceable by and against the employees, agents, or consultants of Company. The authorized representative of Company further acknowledges and agrees that only those employees who are listed on the attached Appendix A incorporated herein shall be authorized to receive Confidential Information directly from Midwest ISO and that he/she will notify Midwest ISO in writing of any modification to Appendix A prior to releasing Confidential Information to those employees listed on Appendix A.

18. **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by commercial delivery service, or mailed by registered or certified mail (return receipt requested) or sent via facsimile (with acknowledgment of complete transmission) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

if to Midwest ISO, to: P.O. Box 4202  
Carmel, Indiana 46082  
Attn: General Counsel  
Facsimile No.: (317)249-5913

if to Xcel Energy Services Inc. to: 414 Nicollet Mall, MP800  
Minneapolis, Minnesota 55401  
Attn: Gregory Gorski  
Facsimile No.: (612)573-9225

19. **Entire Agreement.** The Parties agree that this Agreement, including Appendix A incorporated herein and as modified, constitute their entire agreement with respect to the subject matter hereof and that it supersedes any prior agreements or understandings between them, whether written or oral.

Company acknowledges that it has read the Agreement, had the opportunity to discuss it with counsel, and is executing it with an understanding of its provisions. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same document.

*remainder of page left intentionally blank*

[signatures appear on following page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed,  
effective as of the day, month and year written above.

Midwest Independent Transmission  
System Operator, Inc.

Xcel Energy Services Inc.  
on behalf of the NSP Companies

By: \_\_\_\_\_

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Print Name: DAVID M. SPARBY

Title: \_\_\_\_\_

Title: Acting PRESIDENT,  
CEO - NSP - MINNESOTA

Date: \_\_\_\_\_

Date: 5/13/08

Phone: \_\_\_\_\_

Phone: 612-330-7752

Fax: \_\_\_\_\_

Fax: 612-573-9160

**XES and NSPM and NSPW  
Attachment to Appendix A  
To Midwest ISO Confidentiality Agreement**

Number	Print Name	Title	E-mail Address	Transmission/Reliability Or Merchant/Market Emp.
1	Grivna, Walter T.	Manager, Transmission Reliability Assessment	walter.t.grivna@xcenergy.com	Transmission/Reliability
2	Espeseth, Jason R.	Engineer I	Jason.R.Espeseth@xcenergy.com	Transmission/Reliability
3	Hess, Warren L.	Contractor	Warren.L.Hess@xcenergy.com	Transmission/Reliability
4	King, Amanda R.	Senior Specialty Engineer	Amanda.R.King@xcenergy.com	Transmission/Reliability
5	Kline, Daniel P.	Engineer II	daniel.p.kline@xcenergy.com	Transmission/Reliability
6	Michlig, Justin W.	Engineer I	Justin.W.Michlig@xcenergy.com	Transmission/Reliability
7	Standing, Jason T.	Specialty Engineer	jason.t.standing@xcenergy.com	Transmission/Reliability
8	Vemuri, Srinivas	Engineer II	srinivas.vemuri@xcenergy.com	Transmission/Reliability
9	Schiro, Dean E.	Manager, Real Time Planning	dean.e.schiro@xcenergy.com	Transmission/Reliability
10	Dellwo, Steve P.	Senior Specialty Engineer	steve.p.dellwo@xcenergy.com	Transmission/Reliability
11	Oreschnick, Pamela J.	Senior Specialty Engineer	pamela.j.oreschnick@xcenergy.com	Transmission/Reliability
12	Tiemeier, Mark A.	Engineer II	Mark.A.Tiemeier@xcenergy.com	Transmission/Reliability
13	Wood, Michelle A.	Senior Specialty Engineer	Michelle.A.Wood@xcenergy.com	Transmission/Reliability
14	Yousif, Khalid A.	Engineer I	Khalid.A.Yousif@xcenergy.com	Transmission/Reliability
15	Pieper, Gregory L.	Director, System Operations	gregory.l.pieper@xcenergy.com	Transmission/Reliability
16	Sarkinen, Todd K.	Manager, Transmission Control Center	todd.k.sarkinen@xcenergy.com	Transmission/Reliability
17	DeRider, Steven J.	Network Reliability Leader	Steven.J.Derider@xcenergy.com	Transmission/Reliability
18	Francisco, Larry A.	Network Reliability Leader	larry.a.francisco@xcenergy.com	Transmission/Reliability
19	Frericks, Brian J.	Network Reliability Leader	brian.j.frericks@xcenergy.com	Transmission/Reliability
20	Haas, Jeff M.	Control Center Leader	jeff.haas@xcenergy.com	Transmission/Reliability
21	Johnson, Brenda L.	Specialty Engineer	Brenda.L.Johnson@xcenergy.com	Transmission/Reliability
22	Morales, James P.	Network Reliability Leader	james.morales@xcenergy.com	Transmission/Reliability
23	Rollin, Steven P.	Senior Specialty Engineer	steven.p.rollin@xcenergy.com	Transmission/Reliability
24	St Onge, Steven R.	Network Reliability Leader	steven.r.stonge@xcenergy.com	Transmission/Reliability
25	Mogensen, Teresa M.	Director, Transmission Asset Management/Business Relations	Teresa.M.Mogensen@xcenergy.com	Transmission/Reliability
26	Moeller, Mark C.	Manager, Transmission Business Relations	mark.c.moeller@xcenergy.com	Transmission/Reliability
27	Wehlage, Mark J.	Manager, Senior MISO RTO	mark.j.wehlage@xcenergy.com	Transmission/Reliability
28	Tobias, Craig	IT in Transmission	craig.tobias@xcenergy.com	Transmission/Engineering
29	Benson, Ian R.	Director, Transmission Access	ian.r.benson@xcenergy.com	Merchant/Market Emp.
30	Engelking, Elizabeth M.	Manager, Resource Planning & Bidding	elizabeth.m.engelking@xcenergy.com	Merchant/Market Emp.

**XES and NSPM and NSPW**  
**Attachment to Appendix A**  
**To Midwest ISO Confidentiality Agreement**

Number	Print Name	Title	E-mail Address	Transmission/Reliability Or Merchant/Market Emp.
31	Huso, Nathan	Manager, Account – Wholesale Sale	nathan.huso@xcelenergy.com	Merchant/Market Emp.
32	Johnson, Edward J.	Manager, Senior Regional Sales	edward.j.johnson@xcelenergy.com	Merchant/Market Emp.
33	McDonough, Thomas R.	Manager, Transmission Access	thomas.r.mcdonough@xcelenergy.com	Merchant/Market Emp.
34	Oppenheimer, Alissa J.	Analyst, Resource Planning	alissa.j.oppenheimer@xcelenergy.com	Merchant/Market Emp.
35	Oye, Randall L.	Analyst, Transmission	randall.loye@xcelenergy.com	Merchant/Market Emp.
36	Peterson, Richard D.	Analyst, Resource Planning	richard.d.peterson@xcelenergy.com	Merchant/Market Emp.
37	Raihala, William K.	Analyst, Transmission	William.K.Raihala@xcelenergy.com	Merchant/Market Emp.
38	Wilson, Stephen A.	Analyst, Purchased Power	stephen.a.wilson@xcelenergy.com	Merchant/Market Emp.
39	Wishart, Steven W.	Analyst, Resource Planning	steven.w.wishart@xcelenergy.com	Merchant/Market Emp.
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**BEFORE THE  
PUBLIC SERVICE COMMISSION OF WISCONSIN**

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**Joint Application of Dairyland Power  
Cooperative, Northern States Power  
Company-Wisconsin, and Wisconsin Public  
Power, Inc., for Authority to Construct and  
Place in Service 345 kV Electric Transmission  
Lines and Electric Substation Facilities for the  
CapX Twin Cities-Rochester-La Crosse Project,  
Located in Buffalo, Trempealeau, and La Crosse  
Counties, Wisconsin**

**Docket No: 05-CE-136**

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**PROTECTIVE ORDER**

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1. This Protective Order governs the use and disclosure of confidential information subject to third-party non-disclosure agreements (“Protected Information”) to be disclosed by Northern States Power Company, a Wisconsin corporation (“NSPW”) as set forth herein. The terms of this Protective Order shall apply to all Protected Information that is filed or provided by NSPW in response to or in compliance with any request of the Public Service Commission of Wisconsin (“Commission” or “PSCW”), any PSCW Staff, or any person who is a party in this Docket (“Party”) for information or admissions, depositions, data requests or other discovery-related requests in the above-captioned proceedings (hereinafter the “Proceeding”).

2. This Protective Order imposes measures necessary to protect Protected Information. Unless specifically limited, all of the provisions of this Protective Order apply to all Protected Information.

3. NSPW shall not mark information as Protected Information unless the person filing or providing the information believes in good faith that the material is subject to a third-party non-disclosure agreement.



4. NSPW shall provide the Protected Information to PSCW Staff and any Party subject to the terms of this Protective Order for the objective of allowing the Parties access to information requested by them for purposes of advocating positions in this proceeding. NSPW shall provide “Protected Information” directly to PSCW Staff and Parties.

5. NSPW shall mark the Protected Information: “THIS DOCUMENT/CD CONTAINS CONFIDENTIAL INFORMATION SUBJECT TO [DATE] PROTECTIVE ORDER WHICH IS ON FILE IN DOCKET NO. 5-CE-136. ANY PERSON RECEIVING OR REVIEWING THIS DOCUMENT/CD IS BOUND BY THE TERMS OF THE PROTECTIVE ORDER.”

6. Parties receiving the Protected Information shall be bound by the terms of this Protective Order and shall, to the extent permitted by law, take reasonable steps to protect the Protected Information from being available for review by third persons or being stored or otherwise included with materials available for public disclosure.

7. The Protected Information may not be used for any purpose except as necessary for conduct of this proceeding.

8. If Parties that receive Protected Information under this Protective Order violate this Order by an improper disclosure or use of Protected Information, then the violating party shall take all necessary steps to remedy the improper disclosure or use. This includes immediately notifying the Administrative Law Judge (“ALJ”) and NSPW, in writing, of the identity of each person known or reasonably suspected to have obtained the Protected Information. Parties that violate this Protective Order remain subject to this paragraph regardless of whether NSPW could have discovered the violation earlier than it was discovered. This paragraph applies to both inadvertent and intention violations. Nothing in this Protective Order

limits NSPW or third parties rights and remedies at law or inequity, against Parties or persons using Protected Information in a manner not authorized by this Protective Order, including the right to obtain injunctive relief to prevent or redress violations of this Protective Order.

9. Thirty days after issuance of a final written PSCW order either approving or rejecting the Application for a Certificate of Public Convenience and Necessity at issue in this Proceeding, all Protected Information provided to Parties shall either be destroyed or returned to NSPW unless otherwise ordered by the undersigned.

10. Data provided to the PSCW or PSCW staff shall be maintain in accordance with Wisconsin state law, including any applicable Records Disposal Authorization or General Records Schedule. If PSCW has a legal or regulatory obligation to disclose Protected Information, it shall provide advance written notice to NSPW.

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Michael E. Newmark  
Administrative Law Judge