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Regulatory Attorney

Interstate Power and Light Company
An Alliant Energy Company

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January 6, 2012

Dr. Burl Haar, Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, MN 55101-2147

RE: Interstate Power and Light Company
Docket No. E,G001/AI-12-____
Petition for Approval of Affiliated Interest Agreement

Dear Dr. Haar:

Enclosed for e-Filing please find Interstate Power and Light Company's Petition for Approval of Affiliated Interest Agreement in the above-referenced docket.

Copies of this filing have been served on the Minnesota Department of Commerce, Division of Energy Resources, the Minnesota Office of Attorney General - Residential and Small Business Utilities Division and the attached service list.

Respectfully submitted,

/s/ Arshia Javaherian
Arshia Javaherian
Regulatory Attorney

AJ/tao
Enclosures

cc: Service List

STATE OF MINNESOTA
BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

Ellen Aderson
David C. Boyd
Phyllis A. Reha
J. Dennis O'Brien
Betsy Wergin

Chair
Commissioner
Commissioner
Commissioner
Commissioner

IN THE MATTER OF INTERSTATE POWER AND LIGHT COMPANY'S PETITION FOR APPROVAL OF AN AFFILIATED INTEREST AGREEMENT	DOCKET NO. E,G001/AI-12-_____
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AFFIDAVIT OF SERVICE

STATE OF IOWA)
) ss.
COUNTY OF LINN)

Tonya A. O'Rourke, being first duly sworn on oath, deposes and states:

That on the 6th day of January, 2012, copies of the foregoing Affidavit of Service, together with Interstate Power and Light Company's Petition for Approval of Affiliated Interest Agreement, were served upon the parties on the attached service list, by e-filing, overnight delivery, electronic mail, facsimile and/or first-class mail, proper postage prepaid from Cedar Rapids, Iowa.

 /s/ Tonya A. O'Rourke
Tonya A. O'Rourke

Subscribed and Sworn to Before Me
this 6th day of January, 2012.

 /s/ Kathleen J. Faine
Kathleen J. Faine
Notary Public
My Commission Expires on February 20, 2012

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Bobby	Adam	bobby.adam@conagrafoods.com	ConAgra	Suite 5022 11 ConAgra Drive Omaha, NE 68102	Paper Service	No	GEN_SL_AI-12_Franklin County Wind
Christopher	Anderson	canderson@allete.com	Minnesota Power	30 W Superior St Duluth, MN 558022191	Electronic Service	No	GEN_SL_AI-12_Franklin County Wind
Julia	Anderson	Julia.Anderson@ag.state.mn.us	Office of the Attorney General-DOC	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012131	Electronic Service	No	GEN_SL_AI-12_Franklin County Wind
City	Attorney	N/A	City of Albert Lea	221 E Clark St Albert Lea, MN 56007	Paper Service	No	GEN_SL_AI-12_Franklin County Wind
William A.	Blazar	bblazar@mnchamber.com	Minnesota Chamber Of Commerce	Suite 1500 400 Robert Street North St. Paul, MN 55101	Paper Service	No	GEN_SL_AI-12_Franklin County Wind
Michael	Bradley	bradley@moss-barnett.com	Moss & Barnett	4800 Wells Fargo Ctr 90 S 7th St Minneapolis, MN 55402-4129	Electronic Service	No	GEN_SL_AI-12_Franklin County Wind
Sharon	Ferguson	sharon.ferguson@state.mn.us	Department of Commerce	85 7th Place E Ste 500 Saint Paul, MN 551012198	Electronic Service	No	GEN_SL_AI-12_Franklin County Wind
Ronald	Giteck	ron.giteck@ag.state.mn.us	Office of the Attorney General-RUD	Antitrust and Utilities Division 445 Minnesota Street, BRM Tower St. Paul, MN 55101	Electronic Service 1400	No	GEN_SL_AI-12_Franklin County Wind
David	Grover	dgrover@itctransco.com	ITC Midwest	444 Cedar St Ste 1020 Saint Paul, MN 55101-2129	Paper Service	No	GEN_SL_AI-12_Franklin County Wind
Burl W.	Haar	burl.haar@state.mn.us	Public Utilities Commission	Suite 350 121 7th Place East St. Paul, MN 551012147	Electronic Service	No	GEN_SL_AI-12_Franklin County Wind

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Karen Finstad	Hammel	Karen.Hammel@ag.state.mn.us	Office of the Attorney General-DOC	1400 BRM Tower 445 Minnesota Street St. Paul, MN 551012131	Electronic Service	No	GEN_SL_AI-12_Franklin County Wind
Robert	Harding	robert.harding@state.mn.us	Public Utilities Commission	Suite 350 121 7th Place East St. Paul, MN 55101	Electronic Service	No	GEN_SL_AI-12_Franklin County Wind
Mike	Hatch		State Of Minnesota	Office Of The Attorney General St. Paul, MN 55155	Paper Service	No	GEN_SL_AI-12_Franklin County Wind
Jacob	Hendricks, Esq.	jhendricks@felhaber.com	Felhaber, Larson, Fenlon & Vogt, P.A.	Suite 2200 220 South Sixth Street Minneapolis, MN 55402	Electronic Service	No	GEN_SL_AI-12_Franklin County Wind
Annete	Henkel	mui@mutilityinvestors.org	Minnesota Utility Investors	413 Wacouta Street #230 St. Paul, MN 55101	Paper Service	No	GEN_SL_AI-12_Franklin County Wind
Linda S.	Jensen	linda.s.jensen@ag.state.mn.us	Office of the Attorney General-DOC	1400 BRM Tower 445 Minnesota Street St. Paul, MN 551012131	Electronic Service	No	GEN_SL_AI-12_Franklin County Wind
Bruce	Johnson	bruce.johnson@state.mn.us	Office of Administrative Hearings	PO Box 64620 St. Paul, MN 551640620	Electronic Service	No	GEN_SL_AI-12_Franklin County Wind
Jim	Krueger	jkrueger@fmcs.coop	Freeborn-Mower Cooperative Services	Box 611 Albert Lea, MN 56007	Electronic Service	No	GEN_SL_AI-12_Franklin County Wind
John	Lindell	agorud.ecf@ag.state.mn.us	Office of the Attorney General-RUD	900 BRM Tower 445 Minnesota St St. Paul, MN 551012130	Electronic Service	No	GEN_SL_AI-12_Franklin County Wind

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Kavita	Maini	kmains@wi.rr.com	KM Energy Consulting LLC	961 N Lost Woods Rd Oconomowoc, WI 53066	Paper Service	No	GEN_SL_AI-12_Franklin County Wind
Pam	Marshall	pam@energycents.org	Energy CENTS Coalition	823 7th St E St. Paul, MN 55106	Paper Service	No	GEN_SL_AI-12_Franklin County Wind
David	Moeller	dmoeller@allete.com	Minnesota Power	30 W Superior St Duluth, MN 558022093	Electronic Service	No	GEN_SL_AI-12_Franklin County Wind
Jenny L.	Myers	jmyers@iwla.org	Izaak Walton League of America	1619 Dayton Ave. Suite 202 St. Paul, MN 55104	Electronic Service	No	GEN_SL_AI-12_Franklin County Wind
Carl	Nelson	cnelson@mncee.org	Center for Energy and Environment	212 3rd Ave N Ste 560 Minneapolis, MN 55401	Electronic Service	No	GEN_SL_AI-12_Franklin County Wind
Steven	Nyhus	swnyhus@flaherty- hood.com	Flaherty & Hood PA	525 Park St Ste 470 Saint Paul, MN 55103	Paper Service	No	GEN_SL_AI-12_Franklin County Wind
Richard	Savelkoul	rsavelkoul@felhaber.com	Felhaber, Larson, Fenlon & Vogt, P.A.	444 Cedar St Ste 2100 St. Paul, MN 55101-2136	Paper Service	No	GEN_SL_AI-12_Franklin County Wind
Larry L.	Schedin	Larry@LLSResources.com	LLS Resources, LLC	12 S 6th St Ste 1137 Minneapolis, MN 55402	Paper Service	No	GEN_SL_AI-12_Franklin County Wind
Matthew J.	Schuerger P.E.		Energy Systems Consulting Services, LLC	P.O. Box 16129 St. Paul, MN 55116	Paper Service	No	GEN_SL_AI-12_Franklin County Wind
Janet	Shaddix Elling	jshaddix@janetshaddix.co m	Shaddix And Associates	Ste 122 9100 W Bloomington Frwy Bloomington, MN 55431	Paper Service	No	GEN_SL_AI-12_Franklin County Wind

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Ron	Spangler, Jr.	rlspangler@otpc.com	Otter Tail Power Company	215 So. Cascade St. PO Box 496 Fergus Falls, MN 565380496	Electronic Service	No	GEN_SL_AI-12_Franklin County Wind
Joseph	Sullivan	N/A	Flaherty and Hood P.A.	525 Park Street Suite 470 Saint Paul, MN 55103-2011	Paper Service	No	GEN_SL_AI-12_Franklin County Wind
Tim	Thompson	N/A	Freeborn-Mower Electric Coop.	PO Box 611 Albert Lea, MN 56037-0611	Paper Service	No	GEN_SL_AI-12_Franklin County Wind

STATE OF MINNESOTA

BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

Ellen Anderson
David Boyd
J. Dennis O'Brien
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Betsy Wergin

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IN THE MATTER OF INTERSTATE POWER
AND LIGHT COMPANY'S PETITION FOR
APPROVAL OF AN AFFILIATED INTEREST
AGREEMENT

DOCKET NO. E,G001/AI-12-_____

Statement Providing Justification for Trade Secret Information

Interstate Power and Light Company (IPL) is providing a non-public version of IPL's Petition for approval of its affiliated interest agreement with Franklin County Wind, LLC and the Common Facilities Capacity Agreement in the above captioned docket.

The non-public version of the filing contains trade secret information, as defined by section 13.37 subd. 1(b), of the Minnesota Statutes in that the data is the subject of efforts by IPL that are reasonable under the circumstances to maintain its non-disclosure, and derives independent economic value, actual or potential from not being generally known to, and being readily ascertainable by proper means by, other person who can obtain economic value from its disclosure or use. IPL has marked the information pursuant to the Commission's Revised Procedures for handling Trade Secret and Privileged Data. Minn. Rule, pt. 7829.0500.

Specifically, IPL respectfully requests that certain terms and conditions of the agreement between IPL and Franklin County Wind, LLC be treated as trade secret information. Public release of this information would harm IPL and its customers by providing competitors with knowledge of the Whispering Willows Windfarm transmission capacity terms by which the windfarms will be dispatched. Those competitors could use this knowledge to improve their negotiating positions in future transactions, to the detriment of IPL and its customers. Because disclosure of the information would compromise IPL's ability to negotiate future contracts on terms and conditions most favorable to IPL and its customers, the harm of public disclosure outweighs the benefits of such disclosure.

Accordingly, IPL believes the marked information contained in IPL's filing meets the definition of trade secret under Minn. Stat. § 13.37.

STATE OF MINNESOTA
BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

Ellen Anderson
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SUMMARY FILING

Please take notice that on January 6, 2012, Interstate Power and Light Company (IPL) filed with the Minnesota Public Utilities Commission (Commission) its petition for approval of a Common Facilities Capacity Agreement with Franklin County Wind, LLC. IPL requests that the Agreement be effective December 7, 2011.

STATE OF MINNESOTA
BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

Ellen Anderson
David C. Boyd
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**IN THE MATTER OF INTERSTATE
POWER AND LIGHT COMPANY'S
PETITION FOR APPROVAL OF AN
AFFILIATED INTEREST AGREEMENT**

DOCKET NO. E,G001/AI-12-_____

**PETITION FOR APPROVAL OF AN AFFILIATED INTEREST AGREEMENT
BETWEEN INTERSTATE POWER AND LIGHT COMPANY AND FRANKLIN
COUNTY WIND, LLC**

Pursuant to Minnesota Statute §216B.48, Minnesota Rule 7825.2200, and Order Initiating Repeal of Rule, Granting Generic Variance, and Clarifying Internal Operating Procedures in Docket No. E,G-999/CI-98-651 (Sept. 14, 1998), Interstate Power and Light Company (IPL) respectfully submits to the Minnesota Public Utilities Commission (Commission) a petition for approval of an affiliated interest agreement between IPL and Franklin County Wind, LLC (FCW), a wholly owned subsidiary of Alliant Energy Corporation (AEC).

I. SUMMARY OF FILING

Pursuant to Minn. R. 7829.1300, subp. 1, a one-paragraph summary of the filing is attached.

II. SERVICE

Pursuant to Minn. R. 7829.1300, subp. 2, IPL has served a copy of this Petition on the Office of Attorney General – Residential Utilities Division, Department of Commerce, and IPL’s general service list. The summary of the filing has been served on all parties on the attached service list.

III. GENERAL FILING INFORMATION

Pursuant to Minnesota Rule 7829.1300, subp. 4, IPL provides the following required information:

A. Name, Address, And Telephone Number Of Utility:

Interstate Power and Light Company
200 First Street, SE
PO BOX 351
Cedar Rapids, Iowa 52406-0351
(800) 822-4348

B. Name, Address, And Telephone Number Of The Attorney for The Utility:

Arshia Javaherian
4902 North Biltmore Lane
Madison, Wisconsin 53711
608-458-0512

Cortlandt C. Choate Jr.
4902 North Biltmore Lane
Madison, Wisconsin 53711
608-458-6217

C. The Date of The Filing and Date Proposed Agreement will Take Effect

This Petition is being filed on January 6, 2012. IPL requests approval of the Common Facilities Capacity Agreement (“CFCA” or “Agreement”) effective as of its execution date of December 7, 2011.

D. Statute Controlling Schedule For Processing The Filing

This Petition is being submitted pursuant to Minn. Stat. § 216B.48, and Minn. Rule Part 7825.2200. These provisions do not establish an explicit time deadline for Commission action. Under Minn. Rule 7829.1400, initial comments are due within 30 days of filing, with replies due 10 days thereafter.

E. Signature and Title of the Utility Employee(s) Responsible For The Filing

Robyn Woeste
Regulatory Relations Manager
200 First Street, SE
PO BOX 351
Cedar Rapids, Iowa 52406-0351
319-786-4384

IV. DESCRIPTION AND PURPOSE OF FILING

A. Background

IPL is a utility held by AEC, a public utility holding company pursuant to 18 C.F.R. § 366.1 and FCW is a limited liability corporation that is wholly owned by AEC. IPL requests approval to enter into a Common Facilities Capacity Agreement (CFCA) with its affiliate, FCW, per the attached Agreement, Exhibit A. The need for this Agreement arises out of the fact that, FCW is developing a windfarm formerly known as Whispering Willow Windfarm-Central, now referred to as the Franklin County Windfarm (FCWF), which is adjacent to IPL's recently developed windfarm known as Whispering Willow Windfarm-East (WWE). Due to the original design of the WWE transmission interconnection facilities, and the MISO interconnection request for the FCWF project, FCW has requested permission to make use of the remaining capacity of these facilities to

accommodate interconnection of the FCWF to the transmission grid per the terms and conditions of the CFCA.

This Agreement is reasonable and consistent with the public interest because it allows IPL ratepayers to benefit from a payment from FCW to IPL for FCW's [TRADE SECRET DATA BEGINS ██████████ TRADE SECRET DATA ENDS] share of capacity of the interconnection facilities, also known as common facilities, of which IPL currently has full investment. It also recovers FCW's [TRADE SECRET DATA BEGINS ██████████ TRADE SECRET DATA ENDS] share of the cost of Operations and Maintenance (O&M) for the common facilities, thus reducing IPL's O&M cost responsibility for the common facilities. Per the terms and conditions of the CFCA, IPL's WWE's is not harmed by FCW's use of the common facilities capacity.

Affiliated Interest Filing Requirements

IPL respectfully provides the following information in support of its Petition and as required under Minn. Rules §7825.2200(B), and in compliance with the "Minimum Filing Requirements For All Affiliate Interest Filings" as set forth in the Commission's September 14, 1998, Order in Docket No. E,G-999/CI-98-651.

B. Filing Requirements Pursuant to Minn. Rules 7825.2200(B)

1. A descriptive title of each contract or agreement.

The Agreement is entitled the Common Facilities Capacity Agreement is attached as Exhibit A.

This Agreement is designed to allow for FCW's use of the Common Facilities Capacity, as defined by the Agreement.

2. *A copy of each contract or agreement, or modification or revision of an existing contract or agreement.*

A copy of the executed Agreement is attached as Exhibit A.

3. *A list and the past history of all contracts or agreements outstanding between the petitioner and affiliated interest, the consideration received by the affiliated interest for such contracts or agreements, and a verified summary of the relevant cost records pertaining to the same.*

i. Transfer of Land Rights and Turbine Rights

o Past History

IPL transferred the land rights associated with Whispering Willow Windfarm-Central to FCW on June 29, 2011 at cost, which was determined to be equivalent to the current market price. Also on June 29, 2011, IPL transferred to FCW its right to purchase 60 Vestas wind turbine generators under the 2008 agreement between IPL, Vestas, IPL's sister utility Wisconsin Power and Light Company, and their service company, Alliant Energy Corporate Services, Inc. The cost associated for the right to the turbines was also evaluated and a determination was made that the market price was below cost, thus they were transferred at cost.

o Consideration Received

The affiliated interest, FCW did not receive any consideration for these agreements or arrangements. The transfer of these non-utility assets were transferred to FCW, and FCW remitted to IPL the higher of cost or market. The market cost of the turbines was determined by

analyzing confidential discussions with potential third party purchasers, market research, and industry reports, which led to the conclusion that the cost of the turbines surpassed the market value at the time of transfer. The market cost of the land and wind rights were also analyzed using a series of quantitative and qualitative factors, and it was determined that the market value of the land and wind rights were equivalent to IPL's cost.

4. A descriptive summary of the pertinent facts and reasons why such contract or agreement is in the public interest.

- Public Interest

This Agreement is reasonable and consistent with the public interest because it allows IPL ratepayers to recover part of the investment in the transmission interconnection facilities through payments from FCW to IPL for FCW's pro-rata share of the capacity on the interconnection facilities, while not diminishing IPL's access to transmission capacity sufficient for accommodating the output of the WWE. It also recovers FCW's pro-rata share of the cost of the O&M for the common facilities, thus reducing IPL's O&M cost responsibility for the common facilities.

Per the terms and conditions, IPL's WWE's is not harmed by FCW's use of the common facilities capacity. Under Section 3.6 of the Agreement IPL has **[TRADE SECRET DATA BEGINS [REDACTED] TRADE SECRET DATA ENDS]** of the common facilities capacity when the **[TRADE SECRET DATA BEGINS [REDACTED] TRADE SECRET DATA ENDS]** This provision holds IPL harmless, since any time that IPL is **[TRADE SECRET DATA**

BEGINS [REDACTED] TRADE SECRET DATA ENDS] of WWE under this Agreement, it would be required to be **[TRADE SECRET DATA BEGINS [REDACTED] TRADE SECRET DATA ENDS]** in that situation regardless of the presence of the FCW.

- Competitive bidding

Competitive bidding was not sought for this transaction, and would be difficult if not impossible to obtain. FCW is purchasing the right of use of the capacity on the common facilities equivalent to **[TRADE SECRET DATA BEGINS [REDACTED] TRADE SECRET DATA ENDS]** share of actual costs, while negotiating other terms in the Agreement. It is impossible to determine what the capacity would be valued at in the market place when factoring in the terms of the CFCA. It is reasonable to conclude that the capacity is valued at **[TRADE SECRET DATA BEGINS [REDACTED] TRADE SECRET DATA ENDS]** share of the cost to construct and maintain the facility, however, by applying the terms of the CFCA **[TRADE SECRET DATA BEGINS [REDACTED] TRADE SECRET DATA ENDS]** the amount actually paid by FCW is above the actual cost to IPL. IPL paid for the entire capacity of the line by paying for its construction. IPL's use of the capacity is limited only by external factors. The cost of a portion of the line would only be valued at **[TRADE SECRET DATA BEGINS [REDACTED] TRADE SECRET DATA ENDS]** share of the line if it was attributed **[TRADE SECRET DATA BEGINS [REDACTED] TRADE SECRET DATA ENDS]** share of the capacity to use at all times. Since this Agreement **[TRADE SECRET DATA BEGINS [REDACTED] TRADE SECRET DATA ENDS]**

[REDACTED], **TRADE SECRET DATA**

ENDS] the cost to FCW is above the actual cost of the capacity. Thus, while no market is available, the higher of market or cost standard is met because FCW is not receiving an equivalent product that IPL receives.

C. Filing Requirements Pursuant to Docket No. E,G-999/CI-98-651

- 1. A heading that identifies the type of transaction.*

Common Facilities Capacity Agreement

- 2. The identity of the affiliated parties in the first sentence.*

Interstate Power and Light Company, Franklin County Wind, LLC.

- 3. A general description of the nature and terms of the agreement, including the effective date of the contract or arrangement and the length of the contract or arrangement*

IPL is granting FCW use of capacity on the common facilities. FCW is paying IPL for use of the capacity under the CFCA. The amount FCW will pay IPL for use of the capacity on the common facilities is calculated as **[TRADE**

SECRET DATA BEGINS [REDACTED] **TRADE SECRET**

DATA ENDS] of the actual costs IPL paid for the common facilities. Since FCWF is a nominal 100 mega-Watt (MW) project and IPL's WWE is a nominal 200 MW project, it is reasonable to **[TRADE SECRET DATA BEGINS** [REDACTED]

[REDACTED]
TRADE SECRET DATA ENDS] attributed to FCW.

The Agreement became effective on December 7, 2011. The Agreement is terminated when either WWE or FCWF is no longer in operation. Unless otherwise terminated, the Agreement shall be in effect for the duration that both projects have Generator Interconnection Agreements (GIA's) in place with The Midwest Independent Transmission System Operation, Inc. (MISO) and ITC Midwest LLC, and are in operation.

The parties may, through mutual agreement and amendment of each party's GIAs, terminate the Agreement at any time, or supersede it with another agreement.

4. The amount of compensation and, if applicable, a brief description of the cost allocation methodology or market information used to determine cost or price.

The affiliated interest, FCW, is not receiving compensation from IPL. IPL is receiving compensation from FCW. For the cost allocation methodology see section IV(C)(3) above. The original investment by IPL in the common facilities is approximately [TRADE SECRET DATA BEGINS ██████████. TRADE SECRET DATA ENDS] Per the allocation methodology discussed above FCW's portion would be approximately [TRADE SECRET DATA BEGINS ██████████, TRADE SECRET DATA ENDS] including depreciation current to year end 2011.

5. If the service or good acquired from an affiliate is competitively available, an explanation must be included stating whether competitive bidding was used and, if it was used, a copy of the proposal or a summary

must be included. If it is not competitively bid, an explanation must be included stating why bidding was not used.

No good or service is being acquired from the affiliate, FCW. FCW is acquiring a good or service from IPL. Competitive bidding was not used, as described in section IV(B)(4) above.

6. If the arrangement is in writing, a copy of that document must be attached.

See Exhibit A

7. Whether, as a result of the affiliate transaction, the affiliate would have access to customer information, such as customer name, address, usage or demographic information.

The affiliate, FCW, will not have access to IPL's customer information.

8. The filing must be verified.

See Exhibit B for verifications from Alliant Energy Corporate Services, Inc., employees who have reviewed the information in the instant petition and verify the information contained as true and correct to the best of their knowledge.

WHEREFORE, IPL respectfully requests that the Commission approve the Common Facilities Capacity Agreement with an effective date of December 7, 2011.

Dated this 6th day of January 2012.

Respectfully submitted,

INTERSTATE POWER AND LIGHT COMPANY

By: /s/Arshia Javaherian
Arshia Javaherian
4902 North Biltmore Lane
Madison, Wisconsin 53711
608-458-0512
arshiajavaherian@alliantenergy.com

COMMON FACILITIES CAPACITY AGREEMENT

This COMMON FACILITIES CAPACITY AGREEMENT (“Agreement”) is entered into by and between Franklin County Wind, LLC (“FCW”), a Delaware limited liability company having a principal place of business at 4902 North Biltmore Lane, Madison Wisconsin and Interstate Power and Light Company (“IPL”), an Iowa corporation, doing business in Iowa and having a principal place of business at 200 1st Street SE, Cedar Rapids, Iowa. FCW and IPL are individually referred to herein as “Party,” or collectively as “Parties.”

RECITALS

WHEREAS, IPL owns and operates a 200 MW wind powered electric generating facility located in Franklin County, Iowa known as the Whispering Willow Windfarm – East Project (“WWE Project”); and

WHEREAS, FCW is developing a 99 MW wind powered electric generating facility located in Franklin County, Iowa, known as the FCW Project; and

WHEREAS, IPL is party to a Generator Interconnection Agreement (“GIA”) dated February 11, 2009 by and among IPL, ITC Midwest LLC (“ITCM”), and the Midwest Independent Transmission System Operator, Inc. (“MISO”), providing interconnection of IPL’s WWE Project to the ITCM electric transmission system, as the same may be amended from time to time, the “WWE GIA”; and

WHEREAS, the FCW Project as of the date of this Agreement is not yet subject to a GIA, whether provisional or otherwise, with ITCM and MISO providing interconnection of the FCW Project to the electric transmission system of ITCM; and

WHEREAS, the Common Facilities are defined as the Transmission Owner's Interconnection Facilities as outlined and set forth in the WWE GIA, and described in Exhibit 1 to this Agreement.

WHEREAS, FCW and IPL desire to utilize the Common Facilities Capacity on the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to as follows:

AGREEMENT

1. Term; Early Termination

1.1 Term: The term of this Agreement shall commence upon the Effective Date and shall continue in effect until terminated by (a) mutual agreement of the Parties and amendment of either Party's GIA or (b) pursuant to Section 1.2 of this Agreement

1.2 Early Termination: This Agreement shall automatically terminate, without further action by either Party and without further liability of one Party to the other, upon the date that each of IPL and the FCW or their successors and assigns have

permanently ceased operation, including termination of the GIA, of the WWE Project and the FCW Project, respectively, for the production of electric energy.

2. Grant of Common Facilities Capacity Rights

2.1 IPL hereby grants to FCW, during the term of this Agreement, and on the terms and subject to the conditions hereof, the non-exclusive right to access and utilize the Common Facilities Capacity as may be reasonably necessary in connection with FCW's ownership, operation, and maintenance of the FCW Project. FCW shall endeavor to provide IPL with forty-eight (48) hours prior notice of its intent to commence use of the Common Facilities.

2.2 Essential Nature: IPL hereby acknowledges that FCW's rights to utilize the Common Facilities Capacity are essential to the production of electric energy by the FCW Project and the delivery of such energy to and through the point of interconnection of the Common Facilities Capacity with the electric transmission system of ITCM.

2.3 Granting/Vesting: IPL's right to grant access to the Common Facilities Capacity to FCW hereunder shall vest in FCW as a contracting party without any transfer of title or leaseholder interest in the Common Facilities to IPL or FCW by ITCM.

2.4 License Fee: FCW agrees to pay IPL its respective [REDACTED] representing its contribution to the costs, fees, and expenses incurred related to the development of the Common Facilities, including engineering, procurement and construction

[TRADE SECRET DATA BEGINS] costs, fees and expenses. FCW will make such payment no later than June 1, 2012. FCW's [REDACTED] of the FCW Project as

TRADE SECRET DATA ENDS]

[TRADE SECRET DATA BEGINS

measured against the [REDACTED] of the WWE Project as of the
[REDACTED] [TRADE SECRET DATA ENDS]
date of this Agreement. In addition, in consideration of the right to access and
utilize the Common Facilities, FCW agrees to pay IPL from time to time upon
[TRADE SECRET DATA BEGINS
prior written notification by IPL, its respective [REDACTED] of the costs and
[REDACTED] [TRADE SECRET DATA ENDS]
expenses set forth in Section 4.1, relating to the Common Facilities Capacity
utilized by FCW. For the avoidance of doubt, FCW is not obligated to pay or
reimburse any such costs or expenses to IPL until such time, if any, as FCW shall
have commenced use of such Common Facilities.

3. Nature of Common Facilities Capacity Rights

3.1 Limitation on Grant: Subject to Section 3.3 hereof, IPL grants the rights to FCW under this Agreement, to the extent that such rights do not limit in any material respect the ability of IPL to perform its obligations under any agreement, as the same may be hereafter modified or amended, that IPL has entered into, or enters into after the date hereof.

3.2 Assignment or Transfer: Except as set forth in Section 9.7, FCW shall not assign the rights granted hereunder or grant any permission, license, right of way or similar right to the rights granted hereunder without the prior written consent of IPL.

3.3 Interference: FCW shall not create any interference with the Common Facilities Capacity without the expressed written consent of IPL. If any such interference is caused by FCW, FCW shall use its commercially reasonable efforts to correct such condition to IPL's reasonable satisfaction within forty-eight (48) hours of its receipt of notice from IPL. In no event

shall either Party be entitled to exercise its rights to access and utilize the Common Facilities Capacity if the exercise of such rights would materially interfere with or limit the reasonable and necessary access and utilization of the Common Facilities Capacity by the other Party.

- 3.4 Prior Written Consent: IPL shall not take any action that results in the forbearance, foreclosure, termination or alteration of FCW's access to, utilization of or reliance upon the Common Facilities Capacity without the prior written consent of FCW.
- 3.5 Operating Procedures: Each Party shall operate and maintain its respective Project, or shall cause its Project to be operated and maintained, acting as a prudent operator and manager (i) in a safe manner , (ii) in accordance with prudent operating practices, (iii) in compliance with all applicable laws , and (iv) without causing a material adverse effect on the other Party's Project. Each Party will bear the risk of damage, loss, condemnation, or taking to or of its Project Assets. Both Parties agree to abide by any operating procedures that may be developed and mutually agreed upon by both Parties that dictate how each Party shall operate their respective Project with respect to use of the Common Facilities.
- 3.6 Curtailment of Delivery: The Parties shall promptly interrupt or reduce deliveries of electrical power over the Common Facilities Capacity if (i) such interruption or reduction of deliveries is requested by MISO; (ii) if the interruption is necessary due to an emergency condition concerning either Party's Project or the Common Facilities; or (iii) after reasonable notice to and agreement by the Parties as to the timing and duration of the curtailment , to maintain, repair, replace, remove, investigate, inspect or test any

part of the Common Facilities Capacity or a Party's Project facilities. Unless directed otherwise by MISO or another regulatory authority with jurisdiction over the Common Facilities, the Parties shall allocate curtailment orders issued under sub-clauses (i), (ii), (iii), or (iv) hereof, such that (i) such Project that has not reached commercial operation

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shall be curtailed [REDACTED] prior to any curtailment of any Project that has reached

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commercial operation or that (ii) if both Parties are subject to Provisional GIAs, and

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therefore both subject to MISO's Provisional GIA limits ("PIA Limit"), that [REDACTED]

[REDACTED]

[REDACTED] or that (iii) such party that has a permanent

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GIA shall receive first priority use of the Common Facilities Capacity or (iv) if both

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Parties are subject to permanent GIAs [REDACTED]

[REDACTED]

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IPL will have control to the extent it deems necessary to manage PIA Limits or MISO directives. To the extent any curtailment is caused by any specific Project(s) or a breach by any Party of its obligations hereunder or by the action or inaction of any individual Party who owns such specific Project(s), whose breach of its obligations hereunder or

whose action or inaction caused the curtailment shall reimburse the other Party owner for all net revenue losses arising from such curtailment it being hereby agreed that payment of the net revenue losses shall be the compliant Party owner's sole and exclusive remedy with respect to loss revenue and damages due to such curtailment. The Parties agree that the actual damages arising due to such curtailment would be difficult to compute and the methodology for determining such damages is a good faith estimate of the calculations utilized to determine the actual damages that would have been suffered.

4. Maintenance of Common Facilities

4.1 Allocation of Certain Costs and Expenses: IPL shall be responsible for the costs and expenses for operation, inspection, maintenance, repair, alteration, relocation, improvement and replacement of the Common Facilities; provided, however, that IPL and FCW hereby agree that the costs and expenses of the operation, inspection, maintenance, repair, alteration, relocation, improvement and replacement of any Common Facilities Capacity utilized by FCW shall be allocated among IPL and FCW on a [REDACTED] from such time, if any, as FCW shall have commenced use of such Common Facilities.

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5. Change In Ownership; Change In Law

5.1 Change in Law: In the event that a change in the ownership of IPL and/or FCW or a change in the laws or regulations applicable to the WWE Project, the FCW Project or this Agreement requires the amendment, modification or replacement of this Agreement in order to satisfy any applicable federal, state or local

regulatory requirements, the Parties agree to use good faith efforts to negotiate and implement mutually agreeable terms to accomplish such amendment, modification or replacement. If the Parties are unable to reach such agreement on the terms and conditions that would replace or amend this Agreement, then the Party providing services on the Common Facilities Capacity shall file an un-executed agreement with the Federal Energy Regulatory Commission pursuant to Section 205 of the Federal Power Act or its successor, and each Party reserves all rights under the Federal Power Act or its successor.

6. Certain Covenants

6.1 Condition Precedent to Transmission by FCW: Notwithstanding any other provision of this Agreement, FCW agrees that it shall make no use of the Common Facilities Capacity to transmit electrical energy to the electric transmission system of ITCM during such time, if any, as the FCW Project is not subject to an interconnection agreement, whether temporary, conditional, provisional or otherwise, with ITCM and MISO providing for the interconnection of the FCW Project to the electrical transmission system of ITCM, as the same may be amended or amended and restated from time to time, the "FCW GIA".

6.2 Observance by IPL of WWE's GIA: During the term of this Agreement, IPL agrees to:

6.2.1 Operate the WWE Project in compliance with the WWE GIA;

- 6.2.2 Observe and comply with all provisions of the WWE GIA, and all operational limits, operating guides, and applicable reliability standards and requirements applicable to the operation of the WWE Project; and
- 6.2.3 Not take any action that would result in a breach by IPL of the WWE GIA.
- 6.3 Observance by FCW of FCW GIA: During the term of this Agreement, FCW agrees to:
 - 6.3.1 Operate the FCW Project in compliance with the FCW GIA, (when finalized).
 - 6.3.2 Observe and comply with all provisions of the FCW GIA (when finalized), and all operational limits, operating guides, and applicable reliability standards and requirements applicable to the operation of the FCW Project; and
 - 6.3.3 Not take any action which would result in a breach by FCW of the FCW GIA, if any.
- 6.4 Single Point of Contact: Both Parties agree that for operational convenience for ITCM and MISO, there will be a single point of contact for operational purposes, and the single point of contact will be stated in the GIA of each Party.
- 6.5 Metering: Both Parties agree to provide ITCM and MISO a totalized meter value that represents the total output of both the WWE Project and the FCW Project for operational convenience. The totalized meter value, and individual sub-metered values for each individual project shall include loss compensation to represent each Parties pro-rata share of losses on the Common Facilities Capacity behind

the point of interconnection for each Project. Loss compensation values shall be mutually agreed to by both Parties.

7. Material Breach

- 7.1 Material Breach by FCW: In the event of any material breach of this Agreement by FCW and FCW's failure to cure such breach within a reasonable time not to exceed thirty (30) days after receipt of written notice from IPL describing such breach, IPL shall have the right, in addition to all remedies available to IPL at law or in equity, to (i) cure the breach on behalf of FCW, (ii) suspend FCW's access to any or all of the Common Facilities Capacity for so long as such default shall be continuing and remain uncured, or (iii) terminate this Agreement; provided, however, that in the event of any breach that may give rise to a default by IPL pursuant to the WWE GIA, IPL shall not be required to provide FCW with notice and/or an opportunity to cure in order to exercise the remedy specified in clause (i) or (ii) of this sentence only. If IPL chooses to cure FCW's default, FCW shall reimburse IPL upon demand for all commercially reasonable costs incurred by IPL in curing such breach.
- 7.2 Material Breach by IPL: In the event of any material breach of this Agreement by IPL and IPL's failure to cure such breach within a reasonable time not to exceed thirty (30) days after receipt of written notice from FCW describing such breach, FCW shall have the right, in addition to all remedies available to FCW at law or in equity, to (i) cure the breach on behalf of IPL, or (ii) terminate this

Agreement; provided, however, that in the event of any breach that may give rise to a default by FCW pursuant to the FCW GIA, if any, FCW shall not be required to provide IPL with notice and/or an opportunity to cure in order to exercise the remedy specified in clause (i) of this sentence only. If FCW chooses to cure any such breach on behalf of IPL, IPL shall reimburse FCW upon demand for all commercially reasonable costs incurred by FCW in curing such breach.

8. FORCE MAJEURE

8.1 Force Majeure: In the event of an act of God, government order or restraint, war (declared or undeclared) or warlike conditions, act of terrorism, blockade, revolution, strike, lockout, civil commotion, fire, flood, storm, epidemic or any other occurrence beyond a Party's reasonable control (each a "Force Majeure Event"), such Party shall promptly notify the other Party thereof and, so long as such condition shall persist, such Party shall not be liable for the delay in performance of, or the failure to perform, its obligations (other than obligations for payment of amounts due hereunder) under this Agreement caused directly or indirectly thereby. The claiming Party shall give the other Party notice describing the particulars of the Force Majeure Event. Within fifteen (15) days after giving notice of the Force Majeure Event, the claiming Party shall give the other Party an estimate of the Force Majeure Event's expected duration and probable impact. The claiming Party shall continue to furnish the other Party with timely regular reports during the continuation of the Force Majeure Event. Each Party shall

immediately exercise commercially reasonable efforts to mitigate or limit the impact to its obligations hereunder as a result of the Force Majeure Event

9. Miscellaneous

- 9.1 Agreement to Cooperate: Each Party agrees to reasonably cooperate with the other Party so that, subject to the terms of this Agreement, each of the WWE Project and the FCW Project benefits from the full utilization and enjoyment of the Common Facilities Capacity as is necessary for the efficient operation of each such wind energy project.
- 9.2 Relationship of Parties: The Parties do not intend to create hereby any joint venture, partnership, association or any other entity for the conduct of any business and (b) nothing herein shall be deemed to authorize either Party to act on behalf of the other Party.
- 9.3 Non-Interference: Subject to Section 3.3, each Party agrees not to interfere with the reasonable and necessary utilization of the Common Facilities Capacity by the other Party as permitted hereunder.
- 9.4 Modification and Amendment: The terms of this Agreement may only be modified or amended in a writing signed by all of the Parties, and subject to Approval by ITCM and MISO.
- 9.5 Waiver: The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement shall not be construed as a waiver or relinquishment to any extent of

such Party's right to assert or rely upon any such provisions, rights, and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.

- 9.6 Enforceability: Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition, but shall be effective to the extent of such remaining provisions hereof.
- 9.7 Assignment: Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party.
- 9.8 Indemnification: Each Party shall indemnify, defend and hold the other Party harmless from any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the indemnifying Party's performance, or non-performance of its obligations under this Agreement, except in cases of gross negligence or intentional wrongdoing, by the indemnified party. However, unless otherwise specifically set forth in this Agreement to the contrary, in no event shall either Party be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of

liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

- 9.9 Governing Law: This Agreement, to the extent there is no applicable Federal law or Federal law requires application of state law, shall be governed by and constructed in accordance with the laws of the State of Iowa, without regard to its conflict of law's provisions.
- 9.10 Federal Energy Regulatory Commission ("FERC") Approval: Each Party acknowledges and agrees that the use of Common Facilities Capacity under this Agreement may constitute the provision of electric service under the Federal Power Act ("FPA") and therefore the Agreement will be filed with and accepted or approved by the FERC. IPL will file the Agreement with the FERC requesting such approval or acceptance as soon as practicable upon execution of this Agreement.
- 9.11 Inspection of Records: Each Party shall have access to any records concerning the Common Facilities Capacity held by the other Party upon reasonable notice and at reasonable times.
- 9.12 Notices: All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement shall be in writing and may be given by any of the following methods: (a) personal delivery, (b) facsimile transmission, (c) registered or certified mail, postage prepaid, return receipt requested, or (d) next day air courier service. Notices shall be sent to the

appropriate party at its address or facsimile number given below (or at such other address or facsimile number for such Party as shall be specified by notice given hereunder).

If to IPL, to:

Interstate Power and Light Company

Manager, Transmission Planning

200 1st St SE

Cedar Rapids, IA 52401

If to FCW, to:

President

Franklin County Wind, LLC

c/o Alliant Energy Corporation

4902 North Biltmore Lane

Madison, WI 53718

All such notices, requests, demands, waivers and communications shall be deemed effective upon (i) actual receipt thereof by the addressee, (ii) actual delivery thereof to the appropriate address or (iii) in the case of a facsimile transmission, transmission thereof by the sender and issuance by the transmitting machine of a confirmation slip that the number of pages constituting the notice have been transmitted without error.


9.13 Section Headings: The section headings in this Agreement are for

convenience of reference only and shall not modify, define, expand, or limit any of the terms or provisions hereof.

9.14 Counterparts: This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and all of which when taken together shall constitute one and the same instrument.

9.15 Entire Agreement: This Agreement embodies the entire agreement and understanding of the Parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings among the Parties with respect to the subject matter.

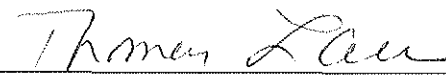
Franklin County Wind, LLC

By: 
John E. Kratdener

Title: VP and Treasurer

Date: 12/2/11

INTERSTATE POWER AND LIGHT COMPANY

By: 
Thomas L. Aller

Title: President

Date: 12/7/2011

EXHIBIT 1

General Description of Common Facilities

Transmission Owner Interconnection Facilities (“TOIF”) located at the ITCM Nuthatch

Switching Station

- 1 - 161 kV dead-end structure
- 1 - three phase 161 kV vertical break disconnect switch
- 3 – 161 kV CCVT’s
- 161 kV bus and fittings
- 161 kV conductor
- 161 kV insulators
- Foundations
- Grounding, Grading, and other civil site work
- Control Cable

TOIF: Nuthatch to Whispering Willows 161 kV Transmission Line

Approximately 6.66 miles of 161 kV, T2-795 ACSR 161 kV Transmission Line connecting the ITCM Nuthatch Switching Station and the ITCM Whispering Willows Switching Station. The Transmission Line is constructed with single pole steel structures, and utilizes a fiber optic ground wire for shielding.

TOIF: ITCM Whispering Willows 161 kV Switching Station

- 1 - 161 kV dead-end structure
- 1 - three phase 161 kV vertical break disconnect switch
- 3 – 161 kV CCVT's
- 161 kV bus and fittings
- 161 kV conductor
- 161 kV insulators
- Foundations
- Control Cable
- Control building
- Grounding, Grading, and other civil site work


VERIFICATION

STATE OF WISCONSIN)
)
COUNTY OF DANE) ss.

I, Stacy Van Zante, being first duly sworn on oath, depose and say that I am
Manager – Transmission Planning of Alliant Energy Corporate Services, Inc.;


that I have read the Petition; that I know the contents thereof; and that the facts
therein stated are accurate and complete to the best of my knowledge,
information and belief.





Stacy Van Zante
Manager – Transmission Planning

Subscribed and sworn to before me
this 21st day of December, 2011



Kathy Chiono
Notary Public, State of Wisconsin
My Commission expires: February 24, 2013 _____