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Electronically Filed in E-Tariff

April 27, 2020

The Honorable Kimberly D. Bose
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, DC 20426

Re: MidAmerican Energy Company, Docket No. ER20-_____

Dear Secretary Bose:

Pursuant to section 205 of the Federal Power Act, 16 U.S.C. § 824d, and part 35 of the Commission’s regulations, 18 C.F.R. Part 35, MidAmerican Energy Company (“MidAmerican”), on behalf of itself, the Municipal Electric Utility of the City of Cedar Falls, Iowa (“Cedar Falls”), the City of Ames, Iowa (“Ames”), and Missouri River Energy Services (“MRES”) (collectively, “Parties”), hereby submits for filing a third revised Joint Pricing Zone Revenue Allocation Agreement (“JPZ Agreement”) between MidAmerican, Cedar Falls, Ames and MRES. The JPZ Agreement details: (1) how MidAmerican allocates certain transmission revenues collected by the Midcontinent Independent System Operator, Inc. (“MISO”) and distributed to MidAmerican for transmission services provided over the Parties’ transmission facilities in the MidAmerican Pricing Zone¹; and (2) charges for transmission services and payments among the Parties for network use of each other’s transmission facilities in the MidAmerican Pricing Zone that are not billed by MISO.²

A copy of the JPZ Agreement is included herewith. Consistent with Commission policy and precedent, MidAmerican requests an effective date of June 1, 2020.

I. Parties to the JPZ Agreement

MidAmerican, Cedar Falls, Ames and MRES are transmission owning members of MISO, are signatories to the MISO Transmission Owners’ Agreement (“TOA”), and take transmission

¹ The “MidAmerican Pricing Zone” is a geographical zone that includes facilities and loads of MidAmerican, Cedar Falls, Ames and the cities of Atlantic, Iowa and Pella, Iowa. MRES will become the agent for the cities of Atlantic and Pella on June 1, 2020.

² MidAmerican anticipates that MISO will submit, and behalf of the parties to the JPZ Agreement, a separate (nearly contemporaneous) filing to adjustment Schedules 7, 8, and 9 of the MISO Tariff that correspond to the changes to the JPZ Agreement.

service under the MISO Open Access Transmission, Energy and Operating Reserves Markets Tariff (“MISO Tariff”) for service sinking in the MidAmerican Pricing Zone. MISO collects revenues for the MidAmerican Pricing Zone and remits those revenues to MidAmerican in accordance with the TOA and MISO Tariff.

The city of Eldridge, Iowa, the city of Montezuma, Iowa, the city of Tipton, Iowa and the Iowa Public Power Agency own transmission facilities in the MidAmerican Pricing Zone and have assigned any rights to transmission revenues recovered by MISO with respect to such facilities to Cedar Falls. The city of Atlantic, Iowa (“Atlantic”) and the city of Pella, Iowa (“Pella”) own transmission facilities in the MidAmerican Pricing Zone and have assigned any rights to transmission revenues recovered by MISO with respect to such facilities to MRES effective June 1, 2020. Previously, Atlantic and Pella assigned those rights to Cedar Falls.

II. Filing

MidAmerican currently allocates transmission revenues collected by MISO for transmission services provided over the Parties’ transmission facilities in the MidAmerican Pricing Zone under a JPZ Agreement, as amended, between MidAmerican, Cedar Falls and Ames and accepted by the Commission in Docket No. ER14-1799.³ This third revised JPZ Agreement became necessary because MRES will become the agent for Atlantic and Pella in the MidAmerican Pricing Zone on June 1, 2020. Cedar Falls will cease being agent for Atlantic and Pella on that same date.

The purpose of this filing is to update the JPZ Agreement to accommodate the inclusion of MRES once it becomes the agent for Atlantic and Pella transmission facilities in both the annual transmission revenue requirement and gross book value calculations. The third revised JPZ Agreement now: (1) includes MRES as a party to the JPZ Agreement; and (2) recognizes MRES as agent for Atlantic’s and Pella’s transmission facilities in the MidAmerican Pricing Zone annual transmission revenue requirements and gross book value calculations. The Parties also made additional minor changes to the JPZ Agreement to ensure current practices are accurately reflected.

III. Documents Submitted with this Filing

This filing consists of the following:

1. This letter of transmittal;
2. Joint Pricing Zone Revenue Allocation Agreement between MidAmerican, Cedar Falls, Ames and MRES, dated April XX, 2020, designated as Third Revised FERC Rate Schedule No. 111; and
3. Redlined copy of the JPZ Agreement.

³ Appendix C, Article III, Section A.8 of the MISO Transmission Owners Agreement provides that MISO will distribute revenue to a single Transmission Owner within a pricing zone where there is more than one transmission owner.

IV. Request for Acceptance Without Modification and Requests for Waivers

MidAmerican requests an effective date of June 1, 2020, for Third Revised FERC Rate Schedule No. 111 and a waiver of the Commission's notice requirement as needed. Good cause exists for such a waiver of the Commission's notice of filing requirements. The JPZ Agreement continues the revenue sharing practices and arrangements between MidAmerican, Cedar Falls and Ames as accepted in Docket No. ER14-1799, while simply enabling MRES to act as agent with respect to Atlantic's and Pella's transmission revenue requirements included in the MidAmerican Pricing Zone transmission rate, rather than Cedar Falls. Because the only substantive change is the inclusion of MRES to the JPZ Agreement, MidAmerican respectfully requests a waiver of the Commission's notice requirement.

V. Service and Communications

MidAmerican has mailed a copy of this filing to Cedar Falls, Ames, MRES, the Iowa Utilities Board, the Illinois Commerce Commission, and the South Dakota Public Utilities Commission. All communications regarding this filing should be directed to:

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MidAmerican Energy Company
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Des Moines, Iowa 50309
515-242-3456

Dehn A. Stevens
GM, Electric Operations
MidAmerican Energy Company
3500 104th Street
Urbandale, Iowa 50322
515-242-4274

VI. Conclusion

For the foregoing reasons, MidAmerican requests that the Commission accept the attached JPZ Agreement containing the agreed upon adjustments, effective June 1, 2020.

Respectfully submitted,
/s/ Kady J. Billam
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cc: Iowa Utilities Board
Illinois Commerce Commission
South Dakota Public Utilities Commission

Ken Kagy
Cedar Falls Utilities
One Utility Parkway
Cedar Falls, IA 50613

Donald Kom
Ames Municipal Electric System
502 Carroll Avenue
P.O. Box 811
Ames, IA 50010

John Weber
Missouri River Energy Services
3724 West Avera Drive
Sioux Falls, SD 57109

Enclosures

JOINT PRICING ZONE REVENUE ALLOCATION AGREEMENT

This Joint Pricing Zone Revenue Allocation Agreement ("Agreement") is made and entered into as of the ____ day of _____, 2020, by and between MidAmerican Energy Company, an Iowa corporation ("MidAmerican"), the Municipal Electric Utility of the City of Cedar Falls, Iowa ("Cedar Falls"), a municipal utility organized under the laws of the state of Iowa, the City of Ames, Iowa ("Ames"), a municipal corporation, with offices in the City of Ames, Iowa, and Missouri River Energy Services ("MRES"), a municipal joint action agency under the joint action laws of the States of Iowa, Minnesota, North Dakota, and South Dakota, and any successors thereof, which are referred to herein collectively as "Parties" and singularly as "Party," with respect to the allocation of certain transmission revenues that the Midcontinent Independent System Operator, Inc. ("MISO") distributes to the MidAmerican pricing zone (a zone that includes facilities and loads of MidAmerican, Cedar Falls, Ames and MRES, hereinafter referred to as "MidAmerican Zone") and charges for (1) transmission services and (2) payments among the Parties for network use of each other's transmission facilities in the MidAmerican Zone that are not billed by MISO.

WITNESSETH:

WHEREAS, MidAmerican and Cedar Falls became MISO Transmission Owners with transmission facilities in the MidAmerican Zone on September 1, 2009; and

WHEREAS, Ames became a MISO Transmission Owner with transmission facilities in the MidAmerican Zone on June 1, 2014; and

WHEREAS, MRES is a MISO Transmission Owner and is an agent for the city of Atlantic, Iowa and the city of Pella, Iowa and both Atlantic and Pella have transmission facilities in the MidAmerican Zone; and

WHEREAS, MRES does not own any transmission facilities in the MidAmerican Zone; and

WHEREAS, MidAmerican, Cedar Falls, Ames and MRES take transmission service under the MISO Open Access Transmission, Energy and Operating Reserves Markets Tariff ("Tariff") for service sinking in the MidAmerican Zone; and

WHEREAS, the revenue requirements for each Party's transmission facilities in the MidAmerican Zone are included in the MISO transmission service rates for the MidAmerican Zone; and

WHEREAS, MISO collects revenues for a pricing zone and remits those revenues to a single Transmission Owner regardless of the number of Transmission Owners within that zone; and

WHEREAS, MISO distributes all revenues to MidAmerican for the MidAmerican Zone; and

WHEREAS, the city of Montezuma, the city of Tipton, the city of Eldridge, and the Iowa Public Power Agency (“IPPA”) own transmission facilities in the MidAmerican Zone and have assigned any rights to transmission revenues recovered for such facilities to Cedar Falls; and

WHEREAS, the city of Atlantic and the city of Pella own transmission facilities in the MidAmerican Zone and have assigned any rights to transmission revenues recovered for such facilities to MRES; and WHEREAS, the Municipal Energy Agency of Nebraska (“MEAN”), the city of Waverly and the city of Indianola own transmission facilities in the MidAmerican Zone and receive consideration for such ownership via the provisions of Section 30.9 of the MISO Tariff which result in MEAN’s, Waverly’s and Indianola’s facilities being considered as part of MidAmerican’s facilities for the purpose of this Agreement; and

WHEREAS, MISO does not bill the Parties and does not collect revenues for the MISO network transmission service provided to Ames, Cedar Falls, MRES and MidAmerican in the MidAmerican Zone; and

WHEREAS, MISO does not bill all of the parties who have assigned their transmission facilities to Cedar Falls and MRES for MISO network transmission service and does not collect revenues for the MISO network transmission service provided to such parties; and WHEREAS, this Agreement addresses the allocation of MISO revenues among the Parties identified herein so that each Party will recover its proportionate share of these MISO revenues; and

WHEREAS, this Agreement also addresses payments among the Parties, as well as the parties who have assigned their transmission facilities to Cedar Falls and MRES, for network integration transmission service in the MidAmerican Zone that are not billed by MISO.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Capitalized terms used in this Agreement without other definitions will have the meanings set forth below or, if not set forth below, as defined in the Tariff:

Agreement: This Joint Pricing Zone Revenue Allocation Agreement, including any attachments hereto, or amendments thereof.

Annual Transmission Revenue Requirement ("ATTRR"): The net ATTRRs for each Party's facilities in the MidAmerican Zone will be the amount represented on Line 7 of Page 1 of the respective Parties' Attachment O rate templates as posted by MISO on its website. In the case of Cedar Falls, the ATTRR of the facilities owned by Cedar Falls, Montezuma, Tipton, Eldridge, and IPPA shall be summed to determine the Cedar Falls

ATRR. In the case of MRES, the ATRR of the facilities owned by Atlantic and Pella shall be summed to determine the MRES ATRR. The MRES ATRR shall only include the ATRR of the facilities owned by Atlantic and Pella and shall not include the ATRR of any facilities owned by MRES or any other party.

ATRR Allocator: The *pro rata* share of each Party's ATRR relative to the Zonal Revenue Requirement, expressed to two decimal places and computed annually (and recalculated whenever there is a change to any Party's ATRR).

Attachment O: Attachment O to the Tariff. For each month that this Agreement is in effect, MidAmerican will use Attachment O data on which the Zonal Transmission Rate for that month is based to determine the Facilities Value, Annual Transmission Revenue Requirement, and Network Load for each Party.

Facilities Value: The gross book value of the Transmission Facilities in the MidAmerican Zone owned by, or assigned to, each Party, as reflected in that Party's Attachment O. Each Party's gross book value shall be determined by summing its gross transmission plant in service and, with respect to MidAmerican, its Construction Work in Progress ("CWIP") for Certificate of Need Projects as reported on its Attachment O Page 2 Lines 2 and 18a, respectively. The resulting sum will then be reduced, as applicable, by both the gross transmission plant as reported on its Attachment GG, Page 2 Line 1 and by the gross transmission plant as reported on its Attachment MM Page 2 Line 1. In the case of Cedar Falls, the gross book value of the facilities owned by Cedar Falls, Montezuma, Tipton, Eldridge, and IPPA shall be summed, and will then be reduced, as applicable, by both the gross transmission plant as reported on their Attachment GG, Page 2 Line 1 and by the gross transmission plant as reported on Attachment MM Page 2 Line 1 to determine the Cedar Falls Facilities Value. In the case of MRES, the gross book value of the facilities owned by Atlantic and Pella shall be summed to determine the MRES Facilities Value. The MRES Facilities Value shall only include the gross book value of the facilities owned by Atlantic and Pella and shall not include the gross book value of any facilities owned by MRES or any other party.

FERC or Commission: The Federal Energy Regulatory Commission or its successor.

FPA: The Federal Power Act, 16 U.S.C. §§ 791a-825r, *as amended by* Pub. L. No. 109-58, 119 Stat 594 (2005).

Gross Book Value ("GBV") Allocator: The *pro rata* share of each Party's Facilities Value relative to the Zonal Facilities Value (in terms of gross book value), expressed to two decimal places and computed annually.

Governmental Authority: Any court, tribunal, agency, commission, or similar governing entity having jurisdiction over the applicable Party or subject matter.

Imputed Transmission Charge ("ITC"): The imputed charge for network integration transmission service utilized by each Party not otherwise billed for MISO network transmission service by MISO to serve its Network Load in the Joint Pricing Zone.

Inter-Zonal Revenues: Transmission revenues collected under Tariff Schedules 7, 8, and 9 for transactions outside of the MidAmerican Zone or sourcing in the MidAmerican Zone and sinking outside of the MidAmerican Zone. Inter-Zonal Revenues are collected by (or on behalf of) MISO under the Tariff, distributed to MidAmerican for the Joint Pricing Zone, and allocated among the Parties using the GBV Allocator.

Intra-Zonal Revenues: Revenues received under Tariff Schedules 7, 8, and 9 from transmission service provided within the MidAmerican Zone for transactions inside the pricing zone or sinking in the MidAmerican Zone. Intra-Zonal Revenues are collected by (or on behalf of) MISO under the Tariff, distributed to MidAmerican for the Joint Pricing Zone, and allocated among the Parties using the ATRR Allocator.

Joint Pricing Zone or JPZ: The MidAmerican Zone, which includes transmission facilities owned by the Parties hereto or facilities for which all rights to receive revenues which have been assigned to a Party.

MISO Adjustments: Adjustments to Intra-Zonal Revenues or Inter-Zonal Revenues made by MISO after such revenues have been distributed to MidAmerican. Credits or debits made by MISO to revenues for periods during which this Agreement is in effect will be added to, or subtracted from, the total amount of Inter-Zonal Revenues and Intra-Zonal Revenues available for distribution among the Parties.

Monthly Network Revenues: The *pro rata* share of revenues associated with the Imputed Transmission Charge to which each Party is entitled, which is allocated using the ATRR Allocator.

Net Revenues: The amount that each Party is entitled to receive (if this amount is positive) or obligated to pay (if this amount is negative) under this Agreement each month.

Network Load: The 12-month average of each Party's system coincident peak load in the MidAmerican Zone, as reflected in that Party's Attachment O, excluding any load that already pays Tariff Schedule 9 charges directly to MISO. In the case of MRES, the Network Load of Atlantic and Pella shall be summed to determine the MRES Network Load.

MidAmerican Zone: Zone 24 of Schedule 9 of the Tariff.

Parties: The signatories to this Agreement, including any entities that become signatories pursuant to Section 6.2 of this Agreement.

Revenue Share: The revenues to which each Party is entitled prior to deduction of its Imputed Transmission Charge, which includes its Monthly Network Revenues, its share of Inter-Zonal Revenues, and its share of Intra-Zonal Revenues, as calculated on a monthly basis.

Tariff: The Open Access Transmission, Energy and Operating Reserves Markets Tariff for the Midwest Independent Transmission System Operator, Inc. on file with the

Commission as MISO FERC Electric Tariff, Fourth Revised Volume No. 1, or any successor tariff.

Transmission Owner: A signatory to the MISO Agreement that meets the criteria for the term "Owner" set forth therein.

Transmission Owners' Agreement or MISO Agreement: Agreement of Transmission Facilities Owners to Organize the Midcontinent Independent System Operator, Inc., a Delaware Non-Stock Corporation, on file with the FERC as Midcontinent Independent System Operator, Inc. FERC Electric Tariff, Rate Schedule No. 1, or any successor agreement.

Transmission Facilities: These facilities shall include (i) all Parties' non-radial facilities at or above 69 kilovolts (hereinafter "kV") and (ii) all non-radial transformers where the two (2) highest voltages qualify under the voltage criteria of item (i) above.

Zonal Facilities Value: The sum of the Parties' Facilities Values.

Zonal ITC: The sum of the Parties' Imputed Transmission Charges.

Zonal Transmission Rate: The rate for monthly service provided in the Joint Pricing Zone under Tariff Schedule 9.

Zonal Revenue Requirement: The sum of the Parties' Annual Transmission Revenue Requirements.

ARTICLE II

RELATIONSHIP BETWEEN MISO AND THE PARTIES

2.1 Relationship between MISO and the Parties. As the Tariff administrator and independent operator of a regional transmission system that includes the facilities in the JPZ, MISO distributes Inter-Zonal Revenues and Intra-Zonal Revenues to MidAmerican. Pursuant to the Transmission Owners' Agreement, each of the Parties is entitled to a portion of such Inter-Zonal Revenues and Intra-Zonal Revenues.

2.2 Relationship among MidAmerican, Cedar Falls, Ames and MRES.

- (a) MidAmerican will bill, allocate and distribute all amounts due to, or owed by, the Parties under this Agreement. Cedar Falls shall be responsible for determining the amounts to be retained by itself and the amounts it will distribute to Montezuma, Tipton, Eldridge, and IPPA and for distributing such amounts to such entities. MRES shall be responsible for determining the amounts it will distribute to Atlantic and Pella and for distributing such amounts to such entities.
- (b) Cedar Falls will pay any amounts owed under this Agreement to MidAmerican. Cedar Falls shall be responsible for determining the amounts it is required to pay

itself as well as the amounts to be paid to Cedar Falls by Montezuma, Tipton, Eldridge and IPPA.

- (c) Ames will pay any amounts owed under this Agreement to MidAmerican.
- (d) MRES will pay any amounts owed under this Agreement to MidAmerican. MRES shall be responsible for determining the amounts it is required to pay itself as well as the amounts to be paid to MRES by Atlantic and Pella.

2.3 Services Provided by MidAmerican. Each Party shall pay MidAmerican \$240/month for billing and accounting services associated with MidAmerican performing its obligations under this Agreement. Such payment shall be reflected in the monthly payment/receipt in accordance with Section 3.4.

ARTICLE III

REVENUE DISTRIBUTION METHOD

3.1 Periodic Calculations. As necessary to reflect changes to Facilities Values or ATRRs, the Parties will update their respective Attachment O templates. MidAmerican will use that information to calculate the following:

- (a) **Zonal Facilities Value; GBV Allocator.** To determine the Zonal Facilities Value, MidAmerican will calculate the sum of all Parties' Facilities Values. MidAmerican will determine a GBV Allocator for each Party based on the *pro rata* share of that Party's Facilities Value relative to the Zonal Facilities Value.
- (b) **Zonal Revenue Requirement; ATRR Allocator.** To determine the Zonal Revenue Requirement, MidAmerican will calculate the sum of all Parties' Annual Transmission Revenue Requirements. MidAmerican will determine an ATRR Allocator for each Party based on the *pro rata* share of that Party's Annual Transmission Revenue Requirement relative to the Zonal Revenue Requirement.
- (c) **Imputed Transmission Charge.** To determine the Imputed Transmission Charge for each Party, MidAmerican will multiply that Party's Network Load by the Zonal Transmission Rate.
- (d) **Zonal ITC.** To determine the Zonal ITC, MidAmerican will calculate the sum of all Parties' Imputed Transmission Charges (Cedar Falls Imputed Transmission Charge + MidAmerican Imputed Transmission Charge + Ames Imputed Transmission Charge + MRES Imputed Transmission Charge).
- (e) **Monthly Network Revenues.** To determine each Party's Monthly Network Revenues, MidAmerican will multiply that Party's ATRR Allocator by the Zonal ITC.

3.2 Distribution of Periodic Calculations. The computations detailed in Section 3.1 above will be calculated at least annually and recalculated any time there is a change in

Attachment O impacting any Party's Facilities Value, Annual Transmission Revenue Requirement, or Imputed Transmission Charge. MidAmerican will provide this calculation to Cedar Falls, Ames and MRES within thirty (30) days of a change in the Attachment O data and calculations posted by MISO.

3.3 Monthly Calculations. The following computations will be made on a monthly basis:

(a) **Revenue Shares.** To calculate the Revenue Share for each Party, MidAmerican will determine the sum of the following three (3) numbers, as illustrated below:

- (i) the product of the Inter-Zonal Revenues for the preceding month (net of MISO Adjustments) and that Party's GBV Allocator;
- (ii) the product of the Intra-Zonal Revenues for the preceding month (net of MISO Adjustments) and that Party's ATRR Allocator; and
- (iii) that Party's Monthly Network Revenues.

Revenue Share (Illustration)			
<u>Cedar Falls Revenue Share</u> =	Cedar Falls GBV Allocator x Inter-Zonal Revenues	+	Cedar Falls ATRR Allocator x Intra-Zonal Revenues
		+	Cedar Falls ATRR Allocator x Zonal ITC
<u>Ames Revenue Share</u> =	Ames GBV Allocator x Inter-Zonal Revenues	+	Ames ATRR Allocator x Intra-Zonal Revenues
		+	Ames ATRR Allocator x Zonal ITC
<u>MRES Revenue Share</u> =	MRES GBV Allocator x Inter-Zonal Revenues	+	MRES ATRR Allocator x Intra-Zonal Revenues
		+	MRES ATRR Allocator x Zonal ITC

(b) **Net Revenues.** To calculate the Net Revenues for each Party, MidAmerican will subtract that Party's Imputed Transmission Charge from its Revenue Share.

3.4 Monthly Payments. The following payments will be made on a monthly basis:

(a) **Cedar Falls Payment/Receipt.**

- (i) If Cedar Falls' Net Revenues are positive, then MidAmerican will pay an amount equal to Cedar Falls' Net Revenues to Cedar Falls.
- (ii) If Cedar Falls' Net Revenues are negative, then Cedar Falls will pay an amount equal to Cedar Falls' Net Revenues to MidAmerican.

(b) **Ames Payment/Receipt.**

- (i) If Ames' Net Revenues are positive, then MidAmerican will pay an amount equal to Ames' Net Revenues to Ames.
- (ii) If Ames' Net Revenues are negative, then Ames will pay an amount equal to Ames' Net Revenues to MidAmerican.

(c) **MRES Payment/Receipt.**

- (i) If MRES' Net Revenues are positive, then MidAmerican will pay an amount equal to MRES' Net Revenues to MRES.
- (ii) If MRES' Net Revenues are negative, then MRES will pay an amount equal to MRES' Net Revenues to MidAmerican. MRES shall make a single payment on behalf of itself as well as for Atlantic and Pella. In no event shall MRES fail to make a payment to MidAmerican on the basis that Atlantic and Pella, failed to make a payment to MRES.

- (d) **Timing of Monthly Payments/Receipts.** MidAmerican shall make payments to the Parties within 10 days of receiving revenues from the Midwest ISO. The Parties shall make payments to MidAmerican within 7 days of receiving the monthly statement of Net Revenues from MidAmerican.

3.5 Illustration of Revenue Allocation. Distribution of Joint Pricing Zone revenues under this Article III is illustrated in Attachment A hereto.

3.6 Provision of Information. Within 10 days of receiving the monthly revenue statement from the Midwest ISO, MidAmerican will update the information in Attachments A for the preceding month and distribute it to the other Parties, including the calculations for Revenue Share and Net Revenues for each Party, as well as calculations for Inter-Zonal Revenues and Intra-Zonal Revenues for the MidAmerican Zone.

3.7 Data and Records Requirements. MidAmerican will maintain records substantiating all revenues that it allocates, distributes, or receives under this Agreement. Cedar Falls, Ames and MRES will maintain records substantiating all information they provide to MidAmerican and documenting all amounts that they pay or receive under this

Agreement. The records maintained by all Parties pursuant to this Section 3.7 shall be subject to the audit requirements of Section 8.9.

ARTICLE IV

TERM AND WITHDRAWAL

4.1 Effective Date. The allocation and distribution of revenues set forth in Article III of this Agreement will be deemed effective in the following manner:

(a) The calculation of Imputed Transmission Charge and Monthly Network Revenue will be deemed effective as of the effective date approved by FERC for all Parties having an Attachment O approved by MISO; and

(b) The calculation of Intra Zonal Revenues and Inter Zonal Revenues will be deemed effective as of the date approved by FERC for all Parties having an Attachment O approved by MISO.

4.2 Termination. This Agreement will remain in effect for two years after the date set forth in the first paragraph hereof and continue thereafter so long as the rates for service under the Tariff are zonal-based rates and MidAmerican and at least one of the other Parties is a Transmission Owner. Starting on the second anniversary of the execution of this Agreement, any Party may terminate its participation in this Agreement by providing two (2) years' prior written notice of its intent to terminate.

4.3 Withdrawal from MISO. Notwithstanding the requirements of Section 4.2, upon one year's prior written notice to the other Parties, a Party may withdraw from this Agreement if such Party is withdrawing from MISO. Up to and after its withdrawal, the withdrawing Party will be entitled to receive, or obligated to pay, revenues in accordance with Article III for the period up to its withdrawal. All of the withdrawing Party's other rights and obligations hereunder will terminate upon withdrawal, subject to financial settlement for the period ending on the date of termination. This Agreement will remain in effect for any Party not withdrawing unless (i) MidAmerican withdraws or (ii) all Parties except MidAmerican withdraw. In the event that MidAmerican withdraws from MISO, MidAmerican will negotiate in good faith with the other Parties to effectuate an equitable allocation of the revenues and costs covered by this Agreement, applying a methodology that is consistent with the principles established by this Agreement. Nothing in this Agreement will be construed as affecting the rights of any Party hereto to: (i) unilaterally make an application to FERC to withdraw from MISO; or (ii) challenge such withdrawal from MISO by any other Party.

4.4 Material Changes to MISO Tariff. In the event that the Commission approves a change to the MISO Tariff that has a material impact in the sole judgment of the affected Party on the revenue-sharing provisions in Article III of this Agreement, the Parties shall negotiate in good faith to amend this Agreement. If the Parties are unable to reach agreement on amendments to this Agreement, any Party may terminate its participation in the Agreement upon one year's prior written notice to the other Parties.

ARTICLE V

OTHER TARIFF SCHEDULES AND CHARGES

5.1 Revenues Collected Pursuant to Other Tariff Schedules. Unless specifically addressed by this Agreement, revenues collected by MISO pursuant to Tariff Schedules that are in effect at the time of execution of this Agreement, but are not explicitly referenced in this Agreement, will not be distributed under this Agreement. In the event that the Commission approves new Schedules to the Tariff which result in additional revenues being collected based on transmission investment and distributed to MidAmerican in part on behalf of the other Parties, the Parties will negotiate in good faith to establish an equitable methodology for allocation of revenues collected thereunder, applying the principles established by this Agreement.

5.2 Revenues Collected for Wholesale Distribution Service on Distribution Facilities. Revenues received by MidAmerican for Wholesale Distribution Service provided by any Party other than MidAmerican shall be remitted by MidAmerican to the appropriate Wholesale Distribution Service provider.

ARTICLE VI

AMENDMENT AND NEW PARTIES

6.1 Amendment. This Agreement may be amended only by a written instrument duly executed by all of the Parties. No modification to any of the provisions herein will be binding on any of the Parties unless approved in writing by all of the Parties.

6.2 New Parties. In order to share in distribution of revenues on a comparable basis with the other Parties to this Agreement, a new Transmission Owner in the Joint Pricing Zone may become a Party to this Agreement, as amended to include such new Party.

ARTICLE VII

DISPUTE RESOLUTION

7.1 Dispute Resolution Process. Any dispute or controversy relating to this Agreement shall be referred to one or more designated representative(s) of each affected Party for resolution on an informal basis as promptly as practicable. Any Party may initiate this process by providing written notice of the dispute to the other Parties. In the event that the Parties are unable to resolve the dispute within sixty (60) days of such written notice, the dispute may be referred to formal alternative dispute resolution processes if mutually agreeable to the Parties. If no satisfactory resolution is reached, the processes set forth in this provision will terminate. Thereafter, such dispute or controversy may be submitted to any Governmental Authority having jurisdiction under applicable law.

7.2 Reimbursement. Any amounts owed by any Party upon the resolution of a dispute shall be paid within ten (10) days following resolution of that dispute, including interest from

the original due date at a rate equal to the FERC Electric Interest Rate, unless otherwise agreed by the Parties.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 Descriptive Headings. The descriptive headings in this Agreement have been inserted for convenience of reference and shall not affect the construction of this Agreement.

8.2 Governing Law and Venue. This Agreement shall be interpreted and enforced according to the laws of the State of Iowa, except to the extent preempted by the laws of the United States of America. Any action arising hereunder that involves questions of state law shall be instituted and litigated in the courts of Iowa.

8.3 Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the Parties' successors and assigns.

8.4 Delivery of Notices. Notices required under this Agreement shall be in writing, and shall be sent by certified mail/return receipt requested, overnight courier, or other reliable and verifiable means. Any notice required under this Agreement will be deemed to have been given either: i) upon delivery, if sent by certified mail/return receipt requested or overnight courier; or ii) upon confirmation, if given by other reliable means.

8.5 Entire Agreement; Non Waiver. This Agreement, including any attachments hereto, constitutes the entire agreement among the Parties with respect to the subject matter of this Agreement, and its interpretation shall not be affected by previous or contemporary oral or written representations made by any Party unless such representations are contained in this Agreement. Waiver or failure to insist upon strict compliance with such obligation, covenant, agreement, or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure

8.6 Counterparts. This Agreement may be executed in counterparts, all of which will constitute one agreement and will have the same force and effect as an original instrument.

8.7 Section 206 Right. Each Party will retain all rights it may have pursuant to Section 206 of the Federal Power Act., 16 U.S.C. § 824e, *amended by* Pub. L. No. 109-58, §§ 1285-86, 119 Stat. 594, 980-81 (2005).

8.8 Section 205 Right. During the term of this Agreement, the provisions hereof will not be subject to any changes pursuant to the provisions of Section 205 of the Federal Power Act, 16 U.S.C. § 824d, absent the agreement of all Parties hereto. The standard of review for any changes other than those expressly provided for herein will be the "public interest" standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956).

8.9 Audits. The Parties will maintain and retain for six (6) years the books and records needed to substantiate the calculations performed pursuant to Article III, and all data substantiating allocation of revenues or costs under this Agreement. Any Party may conduct, at its own expense, audits of any other Party's books and records that relate to this Agreement. Such audits will be conducted at reasonable, mutually agreed-upon times, and the Parties will cooperate in good faith to effectuate such audits.

8.10 Regulatory Approval. This Agreement is subject to regulatory approvals. In the event that FERC or any Governmental Authority disapproves or refuses to accept this Agreement in whole or in part, this Agreement will cease to be effective, except that the Parties will be obligated to attempt expeditiously and in good faith to negotiate a substitute agreement that addresses the reasons for such refusal or disapproval. In negotiating a substitute agreement, no Party will be required to accept any change that would reasonably be expected to reduce its expected economic benefit from the transaction.

8.11 Limitations. Nothing contained herein shall be construed to create an association, joint venture, trust, or partnership. Each Party will remain liable for its share of charges or assessments incurred under the Tariff or MISO Agreement, including congestion costs, lost revenue charges, exit fees and comparable costs.

8.12 Indemnification. Each Party shall indemnify and save each other Party harmless from all damages, losses, claims, costs, legal fees, and/or expenses for injury to or death of any person, or damage to any property, resulting from the operation of facilities controlled by it within the Joint Pricing Zone, unless and to the extent caused by the negligence or intentional wrongdoing of one of the other Parties.

IN WITNESS THEREOF, the Parties, by their duly authorized agents, have hereunder executed this Agreement.

MIDAMERICAN ENERGY COMPANY

An Iowa Corporation

By: _____
John A. Guy
Vice President - Electric Delivery

Date _____

**THE MUNICIPAL ELECTRIC UTILITY OF THE CITY OF CEDAR FALLS,
IOWA**

An Iowa Municipal Utility

By: _____
NAME: _____
TITLE: _____
Date _____

THE CITY OF AMES, IOWA

A Municipal Corporation

By: _____
NAME: _____
TITLE: _____
Date _____

MISSOURI RIVER ENERGY SERVICES

A Municipal Joint Action Agency

By: _____
NAME: _____
TITLE: _____
Date _____

8.11 Limitations. Nothing contained herein shall be construed to create an association, joint venture, trust, or partnership. Each Party will remain liable for its share of charges or assessments incurred under the Tariff or MISO Agreement, including congestion costs, lost revenue charges, exit fees and comparable costs.

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IN WITNESS THEREOF, the Parties, by their duly authorized agents, have hereunder executed this Agreement.

MIDAMERICAN ENERGY COMPANY
An Iowa Corporation

By: _____

John A. Guy

Vice President - Electric Delivery

Date

4/7/2020

**THE MUNICIPAL ELECTRIC UTILITY OF THE CITY OF CEDAR FALLS,
IOWA**

An Iowa Municipal Utility

By: _____

NAME: _____

TITLE: _____

Date _____

8.11 Limitations. Nothing contained herein shall be construed to create an association, joint venture, trust, or partnership. Each Party will remain liable for its share of charges or assessments incurred under the Tariff or MISO Agreement, including congestion costs, lost revenue charges, exit fees and comparable costs.

8.12 Indemnification. Each Party shall indemnify and save each other Party harmless from all damages, losses, claims, costs, legal fees, and/or expenses for injury to or death of any person, or damage to any property, resulting from the operation of facilities controlled by it within the Joint Pricing Zone, unless and to the extent caused by the negligence or intentional wrongdoing of one of the other Parties.

IN WITNESS THEREOF, the Parties, by their duly authorized agents, have hereunder executed this Agreement.

MIDAMERICAN ENERGY COMPANY
An Iowa Corporation

By: _____
John A. Guy
Vice President - Electric Delivery

Date _____


**THE MUNICIPAL ELECTRIC UTILITY OF THE CITY OF CEDAR FALLS,
IOWA**

An Iowa Municipal Utility

By: Steven E. Bernard
NAME: Steven E. Bernard
TITLE: General Manager
Date 4-8-2020

THE CITY OF AMES, IOWA

A Municipal Corporation

By: 

NAME: Donald E. Kom

TITLE: Director, Electric Services

Date 21 Apr 20

MISSOURI RIVER ENERGY SERVICES

A Municipal Joint Action Agency

By: _____

NAME: _____

TITLE: _____

Date _____

THE CITY OF AMES, IOWA

A Municipal Corporation

By: _____

NAME: _____

TITLE: _____

Date _____

MISSOURI RIVER ENERGY SERVICES

A Municipal Joint Action Agency

By: Raymond J. Wahle _____

NAME: Raymond J. Wahle

TITLE: Senior Vice President, Power Supply and Operations

Date 3/26/2020

MRES
Legal
Departmt
Approved: DJP
Date: 3-26-20

JOINT PRICING ZONE REVENUE ALLOCATION AGREEMENT

This Joint Pricing Zone Revenue Allocation Agreement ("Agreement") is made and entered into as of the ___ day of _____, ~~2014~~2020, by and between MidAmerican Energy Company, an Iowa corporation ("MidAmerican"), the Municipal Electric Utility of the City of Cedar Falls, Iowa ("Cedar Falls"), a municipal utility organized under the laws of the state of Iowa, ~~and~~ the City of Ames, Iowa ("Ames"), a municipal corporation, with offices in the City of Ames, Iowa, and Missouri River Energy Services ("MRES"), a municipal joint action agency under the joint action laws of the States of Iowa, Minnesota, North Dakota, and South Dakota, and any successors thereof, which are referred to herein collectively as "Parties" and singularly as "Party," with respect to the allocation of certain transmission revenues that the Midcontinent Independent System Operator, Inc. ("MISO") distributes to the MidAmerican pricing zone (a zone that includes facilities and loads of MidAmerican, Cedar Falls, Ames and AmesMRES, hereinafter referred to as "MidAmerican Zone") and charges for (1) transmission services and (2) payments among the Parties for network use of each other's transmission facilities in the MidAmerican ~~pricing zone~~Zone that are not billed by MISO.

WITNESSETH:

WHEREAS, MidAmerican and Cedar Falls became MISO Transmission Owners with transmission facilities in the MidAmerican Zone on September 1, 2009; and

WHEREAS, Ames will—becomebecame a MISO Transmission Owner with transmission facilities in the MidAmerican Zone on June 1, 2014; and

WHEREAS, MRES is a MISO Transmission Owner and is an agent for the city of Atlantic, Iowa and the city of Pella, Iowa and both Atlantic and Pella have transmission facilities in the MidAmerican Zone; and

WHEREAS, MRES does not own any transmission facilities in the MidAmerican Zone; and

WHEREAS, MidAmerican, Cedar Falls, Ames and MRES take transmission service under the MISO Open Access Transmission, Energy and Operating Reserves Markets Tariff ("Tariff") ;") for service sinking in the MidAmerican Zone; and

WHEREAS, the revenue requirements for each Party's transmission facilities in the MidAmerican Zone are included in the MISO transmission service rates for the MidAmerican Zone; and

WHEREAS, MISO collects revenues for a pricing zone and remits those revenues to a single Transmission Owner regardless of the number of Transmission Owners within that zone; and

WHEREAS, MISO distributes all revenues to MidAmerican for the MidAmerican Zone; and

WHEREAS, the city of ~~Atlantic, the city of~~ Montezuma, the city of Tipton, the city of Eldridge, ~~the city of Pella~~ and the Iowa Public Power Agency ("IPPA") own transmission

facilities in the MidAmerican Zone and have assigned any rights to transmission revenues recovered for such facilities to Cedar Falls; and

WHEREAS, the city of Atlantic and the city of Pella own transmission facilities in the MidAmerican Zone and have assigned any rights to transmission revenues recovered for such facilities to MRES; and WHEREAS, the Municipal Energy Agency of Nebraska (“MEAN”), the city of Waverly and the city of Indianola own transmission facilities in the MidAmerican Zone and receive consideration for such ownership via the provisions of Section 30.9 of the MISO Tariff which result in MEAN’s, Waverly’s and Indianola’s facilities being considered as part of MidAmerican’s facilities for the purpose of this Agreement; and

WHEREAS, MISO does not bill the Parties and does not collect revenues for the MISO network transmission service provided to Ames, Cedar Falls, MRES and MidAmerican in the MidAmerican Zone; and

WHEREAS, MISO does not bill all of the parties who have assigned their transmission facilities to Cedar Falls and MRES for MISO network transmission service and does not collect revenues for the MISO network transmission service provided to such parties; and

- WHEREAS, this Agreement addresses the allocation of MISO revenues among the Parties identified herein so that each Party will recover its proportionate share of these MISO revenues; and

WHEREAS, this Agreement also addresses payments among the Parties, as well as the parties who have assigned their transmission facilities to Cedar Falls and MRES, for network integration transmission service in the MidAmerican Zone that are not billed by MISO.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Capitalized terms used in this Agreement without other definitions will have the meanings set forth below or, if not set forth below, as defined in the Tariff:

Agreement: This Joint Pricing Zone Revenue Allocation Agreement, including any attachments hereto, or amendments thereof.

—**Annual Transmission Revenue Requirement ("ATRR"):** The ~~Annual Transmission Revenue Requirement~~ net ATRRs for each Party's facilities in the MidAmerican Zone, ~~as reflected in that Party's~~ will be the amount represented on Line 7 of Page 1 of the respective Parties' Attachment O- rate templates as posted by MISO on its website. In the case of Cedar Falls, the ATRR of the facilities owned by Cedar Falls,

~~Atlantic~~, Montezuma, Tipton, Eldridge, ~~Pella~~ and IPPA shall be summed to determine the Cedar Falls ATRR. In the case of MRES, the ATRR of the facilities owned by Atlantic and Pella shall be summed to determine the MRES ATRR. The MRES ATRR shall only include the ATRR of the facilities owned by Atlantic and Pella and shall not include the ATRR of any facilities owned by MRES or any other party.

ATRR Allocator: The *pro rata* share of each Party's ATRR relative to the Zonal Revenue Requirement, expressed to two decimal places and computed annually (and recalculated whenever there is a change to any Party's ATRR).

Attachment O: Attachment O to the Tariff. For each month that this Agreement is in effect, MidAmerican will use Attachment O data on which the Zonal Transmission Rate for that month is based to determine the Facilities Value, Annual Transmission Revenue Requirement, and Network Load for each Party.

Facilities Value: The gross book value of the Transmission Facilities in the MidAmerican Zone owned by, or assigned to, each Party, as reflected in that Party's Attachment O. Each Party's gross book value shall be determined by summing its gross transmission plant in service and, with respect to MidAmerican, its Construction Work in Progress ("CWIP") for Certificate of Need Projects as reported on its Attachment O Page 2 Lines 2 and 18a, respectively. The resulting sum will then be reduced, as applicable, by both the gross transmission plant as reported on its Attachment GG, Page 2 Line 1 and by the gross transmission plant as reported on its Attachment MM Page 2 Line 1. In the case of Cedar Falls, the gross book value of the facilities owned by Cedar Falls, ~~Atlantic~~, Montezuma, Tipton, Eldridge, ~~Pella~~ and IPPA shall be summed, and will then be reduced, as applicable, by both the gross transmission plant as reported on their Attachment GG, Page 2 Line 1 and by the gross transmission plant as reported on Attachment MM Page 2 Line 1 to determine the Cedar Falls Facilities Value. In the case of MRES, the gross book value of the facilities owned by Atlantic and Pella shall be summed to determine the MRES Facilities Value. The MRES Facilities Value shall only include the gross book value of the facilities owned by Atlantic and Pella and shall not include the gross book value of any facilities owned by MRES or any other party.

FERC or Commission: The Federal Energy Regulatory Commission or its successor.

FPA: The Federal Power Act, 16 U.S.C. §§ 791a-825r, *as amended by Pub. L. No. 109-58, 119 Stat 594 (2005).*

Gross Book Value ("GBV") Allocator: The *pro rata* share of each Party's Facilities Value relative to the Zonal Facilities Value (in terms of gross book value), expressed to two decimal places and computed annually.

Governmental Authority: Any court, tribunal, agency, commission, or similar governing entity having jurisdiction over the applicable Party or subject matter.

Imputed Transmission Charge ("ITC"): The imputed charge for network integration transmission service utilized by each Party not otherwise billed for MISO network transmission service by MISO to serve its Network Load in the Joint Pricing Zone.

Inter-Zonal Revenues: Transmission revenues collected under Tariff Schedules 7, 8, and 9 for transactions outside of the MidAmerican Zone or sourcing in the MidAmerican Zone and sinking outside of the MidAmerican Zone. Inter-Zonal Revenues are collected by (or on behalf of) MISO under the Tariff, distributed to MidAmerican for the Joint Pricing Zone, and allocated among the Parties using the GBV Allocator.

Intra-Zonal Revenues: Revenues received under Tariff Schedules 7, 8, and 9 from transmission service provided within the MidAmerican Zone for transactions inside the pricing zone or sinking in the MidAmerican Zone. Intra-Zonal Revenues are collected by (or on behalf of) MISO under the Tariff, distributed to MidAmerican for the Joint Pricing Zone, and allocated among the Parties using the ATRR Allocator.

Joint Pricing Zone or JPZ: The MidAmerican Zone, which includes transmission facilities owned by the Parties hereto or facilities for which all rights to receive revenues which have been assigned to a Party.

MISO Adjustments: Adjustments to Intra-Zonal Revenues or Inter-Zonal Revenues made by MISO after such revenues have been distributed to MidAmerican. Credits or debits made by MISO to revenues for periods during which this Agreement is in effect will be added to, or subtracted from, the total amount of Inter-Zonal Revenues and Intra-Zonal Revenues available for distribution among the Parties.

Monthly Network Revenues: The *pro rata* share of revenues associated with the Imputed Transmission Charge to which each Party is entitled, which is allocated using the ATRR Allocator.

Net Revenues: The amount that each Party is entitled to receive (if this amount is positive) or obligated to pay (if this amount is negative) under this Agreement each month.

Network Load: The 12-month average of each Party's system coincident peak load in the MidAmerican Zone, as reflected in that Party's Attachment O, excluding any load that already pays Tariff Schedule 9 charges directly to MISO. In the case of Cedar Falls MRES, the Network Load of Cedar Falls and Atlantic and Pella shall be summed to determine the Cedar Falls MRES Network Load.

MidAmerican Zone: Zone 24 of Schedule 9 of the Tariff.

Parties: The signatories to this Agreement, including any entities that become signatories pursuant to Section 6.2 of this Agreement.

Revenue Share: The revenues to which each Party is entitled prior to deduction of its Imputed Transmission Charge, which includes its Monthly Network Revenues, its share of Inter-Zonal Revenues, and its share of Intra-Zonal Revenues, as calculated on a monthly basis.

Tariff: The Open Access Transmission, Energy and Operating Reserves Markets Tariff for the Midwest Independent Transmission System Operator, Inc. on file with the Commission as MISO FERC Electric Tariff, Fourth Revised Volume No. 1, or any successor tariff.

Transmission Owner: A signatory to the MISO Agreement that meets the criteria for the term "Owner" set forth therein.

Transmission Owners' Agreement or MISO Agreement: Agreement of Transmission Facilities Owners to Organize the Midcontinent Independent System Operator, Inc., a Delaware Non-Stock Corporation, on file with the FERC as Midcontinent Independent System Operator, Inc. FERC Electric Tariff, Rate Schedule No. 1, or any successor agreement.

Transmission Facilities: These facilities shall include (i) all Parties' non-radial facilities at or above 69 kilovolts (hereinafter "kV") and (ii) all non-radial transformers where the two (2) highest voltages qualify under the voltage criteria of item (i) above.

Zonal Facilities Value: The sum of the Parties' Facilities Values.

Zonal ITC: The sum of the Parties' Imputed Transmission Charges.

Zonal Transmission Rate: The rate for monthly service provided in the Joint Pricing Zone under Tariff Schedule 9.

Zonal Revenue Requirement: The sum of the Parties' Annual Transmission Revenue Requirements.

ARTICLE II

RELATIONSHIP BETWEEN MISO AND THE PARTIES

2.1 Relationship between MISO and the Parties. As the Tariff administrator and independent operator of a regional transmission system that includes the facilities in the JPZ, MISO distributes Inter-Zonal Revenues and Intra-Zonal Revenues to MidAmerican. Pursuant to the Transmission Owners' Agreement, each of the Parties is entitled to a portion of such Inter-Zonal Revenues and Intra-Zonal Revenues.

2.2 Relationship among MidAmerican, Cedar Falls, Ames and AmesMRES.

- (a) MidAmerican will bill, allocate and distribute all amounts due to, or owed by, the Parties under this Agreement. Cedar Falls shall be responsible for determining the amounts to be retained by itself and the amounts it will distribute to ~~Atlantic~~, Montezuma, Tipton, Eldridge, ~~Pella~~ and IPPA and for distributing such amounts to such entities. MRES shall be responsible for determining the amounts it will distribute to Atlantic and Pella and for distributing such amounts to such entities.

(b) Cedar Falls will pay any amounts owed under this Agreement to MidAmerican. Cedar Falls shall be responsible for determining the amounts it is required to pay itself as well as the amounts to be paid to Cedar Falls by ~~Atlantic~~, Montezuma, Tipton, Eldridge, ~~Pella~~ and IPPA.

(c) Ames will pay any amounts owed under this Agreement to MidAmerican.

(d) MRES will pay any amounts owed under this Agreement to MidAmerican. MRES shall be responsible for determining the amounts it is required to pay itself as well as the amounts to be paid to MRES by Atlantic and Pella.

2.3 Services Provided by MidAmerican. Each Party shall pay MidAmerican \$240/month for billing and accounting services associated with MidAmerican performing its obligations under this Agreement. Such payment shall be reflected in the monthly payment/receipt in accordance with Section 3.4.

ARTICLE III

REVENUE DISTRIBUTION METHOD

3.1 Periodic Calculations. As necessary to reflect changes to Facilities Values or ATRRs, the Parties will update their respective Attachment O templates. MidAmerican will use that information to calculate the following:

(a) **Zonal Facilities Value; GBV Allocator.** To determine the Zonal Facilities Value, MidAmerican will calculate the sum of all Parties' Facilities Values. MidAmerican will determine a GBV Allocator for each Party based on the *pro rata* share of that Party's Facilities Value relative to the Zonal Facilities Value.

(b) **Zonal Revenue Requirement; ATRR Allocator.** To determine the Zonal Revenue Requirement, MidAmerican will calculate the sum of all Parties' Annual Transmission Revenue Requirements. MidAmerican will determine an ATRR Allocator for each Party based on the *pro rata* share of that Party's Annual Transmission Revenue Requirement relative to the Zonal Revenue Requirement.

(c) **Imputed Transmission Charge.** To determine the Imputed Transmission Charge for each Party, MidAmerican will multiply that Party's Network Load by the Zonal Transmission Rate.

(d) **Zonal ITC.** To determine the Zonal ITC, MidAmerican will calculate the sum of all Parties' Imputed Transmission Charges (Cedar Falls Imputed Transmission Charge + MidAmerican Imputed Transmission Charge + Ames Imputed Transmission Charge) ~~).~~ + MRES Imputed Transmission Charge).

(e) **Monthly Network Revenues.** To determine each Party's Monthly Network Revenues, MidAmerican will multiply that Party's ATRR Allocator by the Zonal ITC.

3.2 Distribution of Periodic Calculations. The computations detailed in Section 3.1 above will be calculated at least annually and recalculated any time there is a change in Attachment O impacting any Party's Facilities Value, Annual Transmission Revenue Requirement, or Imputed Transmission Charge. MidAmerican will provide this calculation to Cedar Falls, Ames and AmesMRES within thirty (30) days of a change in the Attachment O data and calculations posted by MISO.

3.3 Monthly Calculations. The following computations will be made on a monthly basis:

(a) **Revenue Shares.** To calculate the Revenue Share for each Party, MidAmerican will determine the sum of the following three (3) numbers, as illustrated below:

- (i) the product of the Inter-Zonal Revenues for the preceding month (net of MISO Adjustments) and that Party's GBV Allocator;
- (ii) the product of the Intra-Zonal Revenues for the preceding month (net of MISO Adjustments) and that Party's ATRR Allocator; and
- (iii) that Party's Monthly Network Revenues.

Revenue Share (Illustration)

<u>Cedar Falls Revenue Share</u> =	=	Cedar Falls GBV Allocator x Inter-Zonal Revenues	+	Cedar Falls ATRR Allocator x Intra-Zonal Revenues	+	Cedar Falls ATRR Allocator x Zonal ITC
<u>Ames Revenue Share</u> =	=	Ames GBV Allocator x Inter-Zonal Revenues	+	Ames ATRR Allocator x Intra-Zonal Revenues	+	Ames ATRR Allocator x Zonal ITC
<u>MRES Revenue Share</u> =	=	<u>MRES</u> <u>GBV Allocator</u> x <u>Inter-Zonal</u> <u>Revenues</u>	±	<u>MRES</u> <u>ATRR Allocator</u> x <u>Intra-Zonal</u> <u>Revenues</u>	±	<u>MRES</u> <u>ATRR Allocator</u> x <u>Zonal ITC</u>

(b) **Net Revenues.** To calculate the Net Revenues for each Party, MidAmerican will subtract that Party's Imputed Transmission Charge from its Revenue Share.

3.4 Monthly Payments. The following payments will be made on a monthly basis:

(a) **Cedar Falls Payment/Receipt.**

- (i) If Cedar Falls' Net Revenues are positive, then MidAmerican will pay an amount equal to Cedar Falls' Net Revenues to Cedar Falls. ~~Cedar Falls shall be responsible for determining the portion of the payment it receives from MidAmerican to be retained by Cedar Falls and the portion of the payment it receives from MidAmerican to be distributed to Atlantic, Montezuma, Tipton, Eldridge, Pella and IPPA and for distributing such amounts to such entities.~~
- (ii) If Cedar Falls' Net Revenues are negative, then Cedar Falls will pay an amount equal to Cedar Falls' Net Revenues to MidAmerican. ~~Cedar Falls shall make a single payment on behalf of itself as well as for Atlantic. Cedar Falls shall be responsible for determining the amounts it is required to pay on behalf of itself as well as the amounts to be paid by Atlantic. In no event shall Cedar Falls fail to make a payment to MidAmerican on the basis that Atlantic, failed to make a payment to Cedar Falls.~~

(b) **Ames Payment/Receipt.**

- (i) If Ames' Net Revenues are positive, then MidAmerican will pay an amount equal to Ames' Net Revenues to Ames.
- (ii) If Ames' Net Revenues are negative, then Ames will pay an amount equal to Ames' Net Revenues to MidAmerican.

~~(c)~~ **MRES Payment/Receipt.**

- ~~(i) If MRES' Net Revenues are positive, then MidAmerican will pay an amount equal to MRES' Net Revenues to MRES.~~
- ~~(ii) If MRES' Net Revenues are negative, then MRES will pay an amount equal to MRES' Net Revenues to MidAmerican. MRES shall make a single payment on behalf of itself as well as for Atlantic and Pella. In no event shall MRES fail to make a payment to MidAmerican on the basis that Atlantic and Pella, failed to make a payment to MRES.~~

(d) Timing Of Monthly Payments/Receipts. MidAmerican shall make payments to the Parties within 10 days of receiving revenues from the Midwest ISO. The Parties shall make payments to MidAmerican within 7 days of receiving the monthly statement of Net Revenues from MidAmerican.

3.5 Illustration of Revenue Allocation. Distribution of Joint Pricing Zone revenues under this Article III is illustrated in Attachment A hereto.

3.6 Provision of Information. Within 10 days of receiving the monthly revenue statement from the Midwest ISO, MidAmerican will update the information in Attachments A for the preceding month and distribute it to the other Parties, including the calculations for Revenue Share and Net Revenues for each Party, as well as calculations for Inter-Zonal Revenues and Intra-Zonal Revenues for the MidAmerican Zone.

3.7 Data and Records Requirements. MidAmerican will maintain records substantiating all revenues that it allocates, distributes, or receives under this Agreement. Cedar Falls, Ames and AmesMRES will maintain records substantiating all information they provide to MidAmerican and documenting all amounts that they pay or receive under this Agreement. The records maintained by all Parties pursuant to this Section 3.7 shall be subject to the audit requirements of Section 8.9.

ARTICLE IV

TERM AND WITHDRAWAL

4.1 Effective Date. The allocation and distribution of revenues set forth in Article III of this Agreement will be deemed effective in the following manner:

(a) The calculation of Imputed Transmission Charge and Monthly Network Revenue will be deemed effective as of the effective date approved by FERC for all Parties having an Attachment O approved by MISO; and

(b) The calculation of Intra Zonal Revenues and Inter Zonal Revenues will be deemed effective as of the date approved by FERC for all Parties having an Attachment O approved by MISO.

4.2 Termination. This Agreement will remain in effect for two years after the date of its execution set forth in the first paragraph hereof and continue thereafter so long as the rates for service under the Tariff are zonal-based rates and MidAmerican and at least one of the other Parties is a Transmission Owner. Starting on the second anniversary of the execution of this Agreement, any Party may terminate its participation in this Agreement by providing two (2) years' prior written notice of its intent to terminate.

4.3 Withdrawal from MISO. Notwithstanding the requirements of Section 4.2, upon one year's prior written notice to the other Parties, a Party may withdraw from this Agreement if such Party is withdrawing from MISO. Up to and after its withdrawal, the withdrawing Party will be entitled to receive, or obligated to pay, revenues in accordance with Article III for the period up to its withdrawal. All of the withdrawing Party's other rights and obligations hereunder will terminate upon withdrawal, subject to financial settlement for the period ending on the date of termination. This Agreement will remain in effect for any Party not withdrawing unless (i) MidAmerican withdraws or (ii) all Parties except MidAmerican withdraw. In the event that MidAmerican withdraws from MISO, MidAmerican will negotiate in good faith with the other Parties to effectuate an equitable allocation of the revenues and costs covered by this Agreement, applying a methodology that is consistent with the principles established by this Agreement. Nothing in this Agreement will be construed as affecting the rights of any Party hereto to: (i) unilaterally

make an application to FERC to withdraw from MISO; or (ii) challenge such withdrawal from MISO by any other Party.

4.4 Material Changes to MISO Tariff. In the event that the Commission approves a change to the MISO Tariff that has a material impact in the sole judgment of the affected Party on the revenue-sharing provisions in Article III of this Agreement, the Parties shall negotiate in good faith to amend this Agreement. If the Parties are unable to reach agreement on amendments to this Agreement, any Party may terminate its participation in the Agreement upon one year's prior written notice to the other Parties.

ARTICLE V

OTHER TARIFF SCHEDULES AND CHARGES

5.1 Revenues Collected Pursuant to Other Tariff Schedules. Unless specifically addressed by this Agreement, revenues collected by MISO pursuant to Tariff Schedules that are in effect at the time of execution of this Agreement, but are not explicitly referenced in this Agreement, will not be distributed under this Agreement. In the event that the Commission approves new Schedules to the Tariff which result in additional revenues being collected based on transmission investment and distributed to MidAmerican in part on behalf of the other Parties, the Parties will negotiate in good faith to establish an equitable methodology for allocation of revenues collected thereunder, applying the principles established by this Agreement.

5.2 Revenues Collected for Wholesale Distribution Service on Distribution Facilities. Revenues received by MidAmerican for Wholesale Distribution Service provided by any Party other than MidAmerican shall be remitted by MidAmerican to the appropriate Wholesale Distribution Service provider.

ARTICLE VI

AMENDMENT AND NEW PARTIES

6.1 Amendment. This Agreement may be amended only by a written instrument duly executed by all of the Parties. No modification to any of the provisions herein will be binding on any of the Parties unless approved in writing by all of the Parties.

6.2 New Parties. In order to share in distribution of revenues on a comparable basis with the other Parties to this Agreement, a new Transmission Owner in the Joint Pricing Zone may become a Party to this Agreement, as amended to include such new Party.

ARTICLE VII

DISPUTE RESOLUTION

7.1 Dispute Resolution Process. Any dispute or controversy relating to this Agreement shall be referred to one or more designated representative(s) of each affected Party for resolution on an informal basis as promptly as practicable. Any Party may initiate this process by providing written notice of the dispute to the other Parties. In the event that the Parties are unable to resolve the dispute within sixty (60) days of such written notice, the dispute may be referred to formal alternative dispute resolution processes if mutually agreeable to the Parties. If no satisfactory resolution is reached, the processes set forth in this provision will terminate. Thereafter, such dispute or controversy may be submitted to any Governmental Authority having jurisdiction under applicable law.

7.2 Reimbursement. Any amounts owed by any Party upon the resolution of a dispute shall be paid within ten (10) days following resolution of that dispute, including interest from the original due date at a rate equal to the FERC Electric Interest Rate, unless otherwise agreed by the Parties.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 Descriptive Headings. The descriptive headings in this Agreement have been inserted for convenience of reference and shall not affect the construction of this Agreement.

8.2 Governing Law and Venue. This Agreement shall be interpreted and enforced according to the laws of the State of Iowa, except to the extent preempted by the laws of the United States of America. Any action arising hereunder that involves questions of state law shall be instituted and litigated in the courts of Iowa.

8.3 Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the Parties' successors and assigns.

8.4 Delivery of Notices. Notices required under this Agreement shall be in writing, and shall be sent by certified mail/return receipt requested, overnight courier, or other reliable and verifiable means. Any notice required under this Agreement will be deemed to have been given either: i) upon delivery, if sent by certified mail/return receipt requested or overnight courier; or ii) upon confirmation, if given by other reliable means.

8.5 Entire Agreement; Non Waiver. This Agreement, including any attachments hereto, constitutes the entire agreement among the Parties with respect to the subject matter of this Agreement, and its interpretation shall not be affected by previous or contemporary oral or written representations made by any Party unless such representations are contained in this Agreement. Waiver or failure to insist upon strict compliance with such obligation, covenant, agreement, or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure

8.6 Counterparts. This Agreement may be executed in counterparts, all of which will constitute one agreement and will have the same force and effect as an original instrument.

8.7 Section 206 Right. Each Party will retain all rights it may have pursuant to Section 206 of the Federal Power Act., 16 U.S.C. § 824e, *amended by* Pub. L. No. 109-58, §§ 1285-86, 119 Stat. 594, 980-81 (2005).

8.8 Section 205 Right. During the term of this Agreement, the provisions hereof will not be subject to any changes pursuant to the provisions of Section 205 of the Federal Power Act, 16 U.S.C. § 824d, absent the agreement of all Parties hereto. The standard of review for any changes other than those expressly provided for herein will be the "public interest" standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956).

8.9 Audits. The Parties will maintain and retain for six (6) years the books and records needed to substantiate the calculations performed pursuant to Article III, and all data substantiating allocation of revenues or costs under this Agreement. Any Party may conduct, at its own expense, audits of any other Party's books and records that relate to this Agreement. Such audits will be conducted at reasonable, mutually agreed-upon times, and the Parties will cooperate in good faith to effectuate such audits.

8.10 Regulatory Approval. This Agreement is subject to regulatory approvals. In the event that FERC or any Governmental Authority disapproves or refuses to accept this Agreement in whole or in part, this Agreement will cease to be effective, except that the Parties will be obligated to attempt expeditiously and in good faith to negotiate a substitute agreement that addresses the reasons for such refusal or disapproval. In negotiating a substitute agreement, no Party will be required to accept any change that would reasonably be expected to reduce its expected economic benefit from the transaction.

8.11 Limitations. Nothing contained herein shall be construed to create an association, joint venture, trust, or partnership. Each Party will remain liable for its share of charges or assessments incurred under the Tariff or MISO Agreement, including congestion costs, lost revenue charges, exit fees and comparable costs.

8.12 Indemnification. Each Party shall indemnify and save each other Party harmless from all damages, losses, claims, costs, legal fees, and/or expenses for injury to or death of any person, or damage to any property, resulting from the operation of facilities controlled by it within the Joint Pricing Zone, unless and to the extent caused by the negligence or intentional wrongdoing of one of the other Parties.

IN WITNESS THEREOF, the Parties, by their duly authorized agents, have hereunder executed this Agreement.

MIDAMERICAN ENERGY COMPANY

An Iowa Corporation

By: _____

~~Jeffery Gust~~ John A. Guy

Vice President - ~~Compliance and Standards~~ Electric Delivery

Date _____

**THE MUNICIPAL ELECTRIC UTILITY OF THE CITY OF CEDAR FALLS,
IOWA**

An Iowa Municipal Utility

By: _____

NAME: _____

TITLE: _____

Date _____

THE CITY OF AMES, IOWA

A Municipal Corporation

By: _____

NAME: _____

TITLE: _____

Date _____

MISSOURI RIVER ENERGY SERVICES

A Municipal Joint Action Agency

By: _____

NAME: _____

TITLE: _____

Date _____