

**MidAmerican Energy Company
Original Rate Schedule No. 131**

**Interconnection Agreement
between
La Porte City Utilities
and
MidAmerican Energy Company**

eTariff Information

Tariff Submitter: MidAmerican Energy Company

Tariff Title: Interconnection Agreement between MidAmerican and La Porte City Utilities

Tariff Record Proposed Effective Date: November 1, 2019

Tariff Record Description: Rate Schedule No. 131

Interconnection Agreement
Between
La Porte City Utilities
And
MidAmerican Energy Company

This Interconnection Agreement (“Agreement”) entered into effective November 1, 2019, by and between La Porte City Utilities (“La Porte City”), a municipal utility and MidAmerican Energy Company (“MidAmerican”), an Iowa corporation. La Porte City and MidAmerican may hereinafter be referred to individually as “Party” and collectively as “Parties” where appropriate.

WHEREAS, the electric load of La Porte City has heretofore been served under the MISO tariff by way of an interconnection with ITC Midwest, a MISO Transmission Owner, through its interconnection with the Central Iowa Power Cooperative (CIPCO) system; and

WHEREAS, MidAmerican is a MISO Transmission Owner with transmission facilities in proximity to La Porte City; and

WHEREAS, La Porte City and MidAmerican have entered into a Facilities Construction Agreement providing for installation of facilities connecting the electric systems of Parties and allowing delivery of electric power and energy to La Porte City via the MidAmerican transmission system; and

WHEREAS, Upon connection to the MidAmerican transmission system, La Porte

City's connection to the electric systems of CIPCO and ITC Midwest will be removed such that La Porte City is connected only to the MidAmerican transmission system.

WHEREAS, the Parties desire to enter into an Interconnection Agreement to continue their interconnected electric system arrangement and operations;

In consideration of the mutual covenants and agreements herein combined, the Parties hereto covenant and agree as follows:

ARTICLE I PURPOSE

1.1 Purpose: This Agreement defines the terms and conditions under which La Porte City shall operate its electric facilities; the interconnections between the Parties and associated responsibilities; the operational procedures to be utilized by the Parties; and any other technical or operational requirements needed for implementation of this Agreement. These Procedures shall require La Porte City to plan, construct, operate and maintain its interconnected facilities and electric system in accordance with Good Utility Practice, as defined in the MISO Tariff, which shall include, but not be limited to, all applicable standards and guidelines of North American Electric Reliability Corporation ("NERC") and the Midwest Reliability Organization, as they may be modified from time to time, and any generally accepted practices in the region that are consistently adhered to by MidAmerican as a local balancing authority area operator.

ARTICLE II TERM

2.1 Agreement Effective Date: This Agreement shall become effective on

September 1, 2019 subject to acceptance for filing of this Agreement by the Federal Energy Regulatory Commission (“FERC”) and shall continue in force so long as it is effective unless and until terminated by mutual agreement of the Parties, or, except as hereinafter limited, until cancelled by either Party effective December 31 next following expiration of three (3) years’ written notice provided no earlier than the seventh (7th) anniversary of the date first stated above. As long as the systems of the Parties are interconnected, this Agreement shall not be terminated unless it is superseded by a new agreement governing the provision of interconnected operations between the Parties. It is understood and agreed that any service schedule, or part thereof, as may be attached hereto may contain the term of agreement appropriate to that service schedule, or part thereof, and the consequences of its termination or cancellation. Neither Party shall cancel this Agreement in a manner which is inconsistent with the cancellation provisions of such service schedule, or part thereof, nor shall this Agreement be cancelled in respect thereto by either Party effective during the term of such service schedule, or part thereof. Cancellation by either Party of a service schedule, or part thereof, according to its provisions shall not affect the duration of any other service schedule, or part thereof, or of this Agreement.

ARTICLE III

POINTS OF INTERCONNECTION

3.1 Facilities and Points of Interconnection: Each Party shall own, operate and maintain, for the term of this Agreement, the facilities and Points of Interconnection described in Service Schedule A and its system facilities (together with the necessary

terminal, control and synchronizing equipment on its system) required to accommodate such Points of Interconnection.

3.2 Deliveries: All electric power and energy delivered at the Points of Interconnection shall be of a character commonly known as three-phase, sixty-cycle energy and shall be delivered at nominal voltages and through facilities which each Party shall furnish, own, operate and maintain in a manner suitable for such delivery of power and energy as may be agreed upon.

3.3 Not a Reservation for Transmission Service: Nothing in this Agreement shall constitute an express or implied representation or warranty on the part of MidAmerican with respect to the current or future availability of transmission service or create any obligation on the part of MidAmerican to accept deliveries unless La Porte City has arranged for transmission service in accordance with the MISO Tariff and applicable laws and regulations.

3.4 Operation of Local Generators: Each Party shall have responsibility for the operation and protection of the generating units located on its side of the Points of Interconnection and for the safety of the systems energized by the generators. Safety and operation provisions for the local generator(s) with regard to the interconnected transmission system include, but are not limited to, the following:

- (a) Each Party shall be solely responsible for any synchronizing of the generators with a power source from the other Party's system. Each Party shall provide the necessary protective devices to prevent parallel operation of generating equipment with a power source of the other Party unless the

source voltage is of normal magnitude and phase sequence.

- (b) Control devices and procedures shall prevent any unscheduled energization of a de-energized transmission line by either Party's generators.
- (c) The Parties shall provide the necessary protective equipment to detect system abnormalities in either system and shall have the capability to isolate the sources of the disturbance. At a minimum, the Parties shall provide protective devices to:
 - (i) Detect and clear the generator(s) from short circuits on facilities of either Party serving the interconnecting facilities;
 - (ii) Detect and clear the generator(s) for voltage and frequency changes which can occur if facilities of the other Party serving the interconnecting facilities are disconnected from the main system; and
 - (iii) Prevent reclosing generator(s) to the other Party's system after an incident of trouble until authorized by the other Party's Control Center.
- (d) Facilities serving the interconnection facilities may be equipped with high speed re-closing to expedite returning the facilities to service following a fault of temporary nature. The lines may also be re-energized at any time by remote control from the MidAmerican Control Center. Should future operating practices or regulations dictate the need for synchronism check relays or hot line supervision of reclosing at MidAmerican's remote interconnecting terminals, the equipment required to accommodate said

functions shall be installed at La Porte City's expense.

- (e) The first Party shall discontinue parallel operation of its generator(s) with the second Party's system when requested by the second Party during emergencies on the system of the second Party, or to facilitate maintenance, test, or repair of the second Party's system.
- (f) Nothing in this section shall preclude either Party from obtaining and operating local generation. The Parties shall cooperate in synchronizing, scheduling, and transmitting such generation.

ARTICLE IV OPERATING COMMITTEE

4.1 Establishment: An Operating Committee is hereby established consisting of a representative of each party. Each party shall designate its regular representative and may designate an alternate who may at any time act as, and in lieu of, the regular representative at meetings, and in matters pertaining to duties, of the Operating Committee as the same may arise from time to time. Each Party will evidence such appointments by written notice to the other Party, and by similar notice either Party may at any time change its representatives on the Operating Committee.

4.2 Responsibilities: The principal responsibilities of the Operating Committee with respect to this Agreement shall include, but not be limited to the following:

- (a) Establish guidelines and schedules for operation and maintenance of the transmission interconnections.
- (b) Establish meter reading and record keeping practices.

- (c) Adjustment or settlement of any disputed billing rendered under this Agreement.
- (d) Coordination of planning for regional transmission located in the counties where both Parties serve customers.
- (e) Coordinate communication facilities.
- (f) Coordinate emergency and temporary service request.
- (g) Implement programs of compliance for the requirements of MISO, NERC or other agencies, as applicable, having authority over the integrity of the interconnected transmission system.
- (h) Perform other duties as may be required for the proper functioning of this Agreement, including initiation of updates to the Agreement's Service Schedules.

4.3 Authority: The representatives constituting the Operating Committee shall be of equal authority, and all decisions made and directions given must be unanimous. The Operating Committee shall have no authority to alter, amend, change, modify, add to or subtract from any provision of this Agreement nor to bind or to take any action which would bind the Parties on any issues other than those arising from the authority specifically given to the Operating Committee under this Agreement. The Operating Committee may change previously established operating procedures and standard practices from time to time to meet changing conditions. If the Operating Committee is unable to agree on any matter coming under its jurisdiction, that matter shall be referred to the chief executive of each of the parties, or his/her designated representative, Should

the said executives or their representatives fail to reach an agreement, then the matter shall be resolved by arbitration. Such arbitration shall be conducted before a board of three arbitrators selected by the American Arbitration Association and the arbitration shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association then in effect, subject to the further qualification that the arbitrators named under said rules shall be competent by virtue of education and experience in the particular matter subject to arbitration.

4.4 Meetings: The Operating Committee shall hold an initial meeting within 90 days of execution of this Agreement and shall meet thereafter whenever reasonably requested by either Party. The Party requesting such meeting shall submit a written agenda to the other Party. Written minutes shall be kept for all meetings of the Operating Committee and shall be issued for review within 15 working days following such meeting. All decisions or agreements made by the Operating Committee shall be reduced to writing and approved by the Operating Committee prior to being issued.

ARTICLE V NERC RESPONSIBILITIES

5.1 Designations: MidAmerican is registered as a NERC-recognized Balancing Authority with specification that MISO operates a single Balancing Authority Area with MidAmerican performing certain functions as a Local Balancing Authority. La Porte City is a non-registered entity under NERC criteria in MidAmerican's Local Balancing Authority Area. Upon providing reasonable notice to the other Party, either Party may change its NERC registration designations stated in this Section 5.1.

5.2 Obligations: The MidAmerican and La Porte City Operating Committee shall assure that the facilities of La Porte City are operated on a coordinated basis in full accordance with applicable NERC or regional reliability standards, operating guides and Good Utility Practice. La Porte City shall be responsible for charges from a reliability entity allocated on the basis of La Porte City's load. The Parties also agree that responsibility for any penalty imposed by any jurisdictional regulatory body shall be apportioned between the Parties according to the degree to which each Party's actions or inactions contributed to condition that resulted in such penalty.

ARTICLE VI METERING AND RECORDS

6.1 Metering: The electric power and energy transmitted over the facilities which are the subject of this Agreement shall be determined from measurements taken at, or adjusted to measurements at MidAmerican's Washburn Substation as recorded by the revenue measurement devices referred to in Service Schedule B, or from a Service Schedule of delivered quantities. Revenue measurement devices means properly compensated, calibrated and programmed electric metering equipment, including but not limited to watt/var-hour meters and transducers used to measure electrical energy being delivered at the interconnection points for the purpose of billing. Electric metering equipment means electric meters and associated equipment including, without limitation, metering transformers (i.e., potential and current), telemetric devices, meters for measuring kilowatt-hours and reactive volt-ampere hours, and any such other appurtenances as shall be necessary to give the instantaneous values of kilowatts and

kilovars utilized in determining the amount of energy at the interconnection points and for the automatic recording of kilowatt-hours of energy for each clock hour or on such time frame as pricing changes are made in the market. Metering equipment will include all devices between the line (supply) side and meter output side including meter bypass equipment, modems, wireless communications device and isolation device for pulse output. Advanced metering equipment shall be used to provide the monitoring and/or recording of electric consumption data to enable the interval measurement of energy and demand either through interval metering or other advanced methods. Interval metering devices measure and record units of electrical consumption at prescribed time intervals to enable the synchronization of energy consumption and market pricing.

When there is a possibility of flows of electricity in either direction, electric metering equipment shall be installed to provide hourly metering data for each direction of flow.

The specific types of metering equipment, the details of the metering arrangement, and the records to be kept shall be determined by MidAmerican.

The timing devices of all meters having such devices shall be maintained in time synchronism as closely as practicable.

The meters shall be sealed and the seals shall be broken only upon occasions when the meters are to be tested or adjusted.

6.2 Testing: The aforesaid metering equipment shall be tested at suitable intervals by the Party providing such equipment and its accuracy of registration shall be maintained in accordance with then-current utility industry practice. On request of either Party, a special test may be made at the expense of the Party requesting such special test. Representatives of both of the Parties shall be afforded an opportunity to be present

at all routine or special tests and upon occasions when any readings, for purposes of settlements, are taken from meters not bearing an automatic record.

If any test of metering equipment shall disclose any inaccuracy exceeding two percent (2%), the accounts between the Parties for service theretofore delivered pursuant to this Agreement shall be adjusted to correct for the inaccuracy disclosed over the shorter of the following two periods: (a) for the thirty (30)-day period immediately preceding the day of the test; or (b) for the period that such inaccuracy may be determined to have existed. If the metering equipment as provided hereunder at any time fail to register, the electric power and energy delivered shall be determined from the best available data.

For the purpose of checking the records of the metering equipment installed by one of the Parties as herein above provided, the other Party shall have the right to install check metering equipment at the metering points. Metering equipment so installed by one Party on the premises of the other Party, shall be owned and maintained by the Party installing such equipment. Upon termination of this Agreement, the Party owning such metering equipment shall remove it from the premises of the other Party. Authorized representatives of both Parties shall have access at all reasonable business hours to the premises where the meters are located and to the records made by the meters.

6.3 Data Acquisition: Service shall not commence until La Porte City and MidAmerican have installed all metering equipment, data acquisition facilities, communication equipment and associated equipment necessary to provide the metered data to La Porte City and any Agent of La Porte City as well as MidAmerican's system control center in a manner comparable with MidAmerican's technical specifications and

consistent with applicable NERC and Midwest Reliability Organization guidelines for the reliable operation of the MidAmerican electric system.

6.4 Record-Keeping Obligations: MidAmerican and La Porte City shall keep such records as may be needed to afford a history of all transactions under this Agreement. The originals of all such records shall be retained in accordance with applicable law. Copies shall be delivered to the other party on request.

6.5 Supply of Data: MidAmerican and La Porte City shall furnish to the other data available to it on such time basis as they may establish when such data are needed for settlement, operating records, or other purposes consistent with the objectives thereof. As promptly as reasonably practicable, MidAmerican and La Porte City shall render to the other statements setting forth data from sources available to it in such detail and with such segregation as may be needed pursuant to this Agreement, operating records, verification of billings, or settlements relating to transmission service.

6.6 Power Factor: Power factor terms and conditions shall be pursuant to this Section 6.6. Neither Party shall be obligated to deliver kilovars for the benefit of the other Party, or to receive kilovars when to do so may introduce objectionable operating conditions on its system. La Porte City's power factor at the interchange metering location shall be:

- (1) 95% or higher during the clock hour of the Parties coincident monthly system peak demand (kW) for each of the calendar months of June, July, August, and September, and
- (2) 90% or higher during all other clock hours.

6.7 Power Quality: Neither Party's facilities shall cause excessive voltage

flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by ANSI Standard C84.1-1989, in accordance with IEEE Standard 519, or any applicable superseding electric industry standard. In the event of a conflict between ANSI Standard C84.1-1989, or any applicable superseding electric industry standard, ANSISTandard C84.1-1989, or the applicable superseding electric industry standard, shall control.

6.8 Parallel Operation: When the systems of the Parties both operate in parallel with some other system or systems, there may be periods when the actual deliveries of energy among the various systems cannot be reconciled with the deliveries by each system to each other system. In such an event the Parties, in cooperation with the authorized representative or representatives of the other system or systems concerned, will reconcile such deliveries and determine the actual deliveries hereunder.

ARTICLE VII GENERAL PROVISIONS

7.1 Force Majeure: An event of Force Majeure means storm, flood, lightning, earthquake, fire, explosion, failure of facilities not due to lack of proper care or maintenance, civil disturbance, labor disturbance, sabotage, war, national emergency, act of the public enemy, act of terrorism, insurrection, riot, restraint by court or public authority, or any other cause beyond a Party's control. A Force Majeure event does not include an act of negligence or intentional wrongdoing. Neither MidAmerican nor La Porte City will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure. However, a Party whose

performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement.

7.2 Indemnification: As between the Parties hereto, each shall at all times assume and bear all loss, damage or injury which its own property may suffer arising out of the transaction covered by this Agreement, no matter how such loss, damage or injury may occur. Furthermore, each of the Parties hereto agrees to assume sole liability for all loss, damage or injury which its own employees or their property may suffer while such employees may be engaged in working in, about or upon the facilities described in this Agreement, no matter how such loss, damage or injury may occur, and without regard to the existence of legal liability on the part of the other Party for such loss, damage or injury. In case of a claim made against one of the Parties hereto, or against its agents or employees, by an employee of the other Party for such loss, damage or injury, such other Party does hereby agree to investigate, settle, compromise, or pay said claim or to defend any action or proceeding brought against either Party on account thereof and to pay any final judgment that may be rendered in such action against either Party, and otherwise to indemnify and hold harmless the one Party for such loss, damage or liability to the employee of the other which each hereinabove agreed to assume and bear on its behalf.

Except as hereinbefore provided, each of the Parties shall assume, bear and pay all loss, damage or injury to third persons or to their property for which it may be legally liable and which are proximately caused by its negligent acts or omissions of those of its agents or employees in the course of their employment, or its failure at any time to comply with the provisions of this Agreement. Each of the Parties will indemnify and save

harmless the other Party hereto, and its agents, contractors and employees, from any and all liability to such third persons for such loss, damage or injury caused by the negligence or default of such negligence or defaulting Party, its agents or employees, without the concurrence of any negligence or default of said other Party, its agents or employees. If one of the Parties hereto shall be liable by operation of law for the negligence of the other, then the latter shall indemnify and hold harmless the first Party for all losses, cost, damage or liability it shall sustain by reason hereof, and will investigate, settle, compromise or pay said claim or defend any action or proceeding brought against either Party on account thereof and pay any final judgment that may be rendered therein against either Party.

Where either of the Parties has herein agreed to defend any claim and, after reasonable notice from the other, fails or refuses to take charge of such defense, the other Party may do so. The other Party may settle or compromise said claim or defend the same as it sees fit. Any amount paid by it either in compromise settlement of said claim or otherwise shall be conclusive against the Party failing or refusing to perform its agreement to defend as herein set forth. The Party failing or refusing to defend shall be liable to the other Party for the amount so expended, together with the reasonable and necessary cost of its defense, including attorney fees.

7.3 Governing Law: The validity, interpretation and performance of this Agreement and each of its provisions shall be governed by the laws of the State of Iowa, or the laws of the United States, as applicable.

7.4 Notices: Any notice, demand, or request required by the contract or these Provisions to be in writing shall be considered properly given when delivered in person, or sent by either registered or certified mail, postage prepaid, or prepaid telegram addressed to each Party's authorized representative at the principal offices of the Party. The designation of the person to be notified may be changed at any time by similar notice.

7.5 Waivers: Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other default or other matter arising in connection herewith.

7.6 Successors and Assigns: This Agreement is not intended to and shall not create rights of any character whatsoever in favor of any person, corporation, or association other than the Parties hereto, and the obligations herein assumed are solely for the use and benefit of the Parties to this Agreement. This Agreement shall inure to the benefit of and shall bind the Parties hereto and their successors and assigns but, unless the other Party shall consent thereto, may not be assigned by either Party except to a successor to all or substantially all of the property and assets of such Party or to a corporation resulting from a reorganization, merger or consolidation of a Party with another corporation or association.

7.7 Entire Agreement: This Agreement, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other

agreements, representations, warranties, or covenants, which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized officers as of the day and year above written.

La Porte City Utilities

BY: LS/ _____

Name: _____

Title: _____

MidAmerican Energy Company

BY:  _____

Name: John A. Guy

Title: Vice President – Electric Delivery

agreements, representations, warranties, or covenants, which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized officers as of the day and year above written.

La Porte City Utilities

BY: 

Name: Shawn Inehler

Title: Board Chair

MidAmerican Energy Company

BY: John A. Guy

Name: John A. Guy

Title: Vice President – Electric Delivery

Service Schedule A

Facilities and Points of Interconnection

Section 1 - Facilities of La Porte City

- 1.01** La Porte City owns approximately 11 miles of radially-operated 69 kV line from La Porte City's municipal 69-4 kV Substation to the point of interconnection with MidAmerican at MidAmerican's Washburn Substation.
- 1.02** La Porte City owns a 69-4 kV Substation located within the city limits including a 69-4 kV transformer.
- 1.03** La Porte City owns its local 4 kV distribution system and associated facilities.
- 1.04** The facilities identified in this Section 1 shall not be eligible for inclusion in MISO's transmission formula rates for the purpose of recovering revenue requirements under the MISO tariff.

Section 2 - Facilities of MidAmerican:

- 2.01** MidAmerican owns, operates and maintains the Washburn Substation located near the north $\frac{1}{4}$ of Section 19, T88N, R-12W, Black Hawk County, Iowa. The substation consists of 161 kV and 69 kV facilities including one 69 kV breakered line termination which is dedicated to La Porte City. The substation further consists of associated control and relaying equipment, 69 kV interchange metering on La Porte City's line termination, a remote terminal unit for interface to the MidAmerican Control Center, a control house, a battery bank, and associated facilities in keeping with sound utility engineering practices.

Section 3 - Points of Interconnection and Voltages:

- 3.01** La Porte City and MidAmerican have established one point of 69 kV interconnection. This arrangement provides La Porte City with one 69 kV source.
 - (a) La Porte City's 69 kV line extends northward to terminate at a breakered terminal in MidAmerican's Washburn Substation.

Section 4 - System Configuration:

- 4.01** La Porte City's 69 kV interconnection with MidAmerican will be operated normally closed. Outages of MidAmerican's 69 kV terminal at Washburn, whether for maintenance or forced outage, shall result in loss of a connection to the MidAmerican 69 kV system and under such conditions La Porte City will be required to run its local generation to serve its load at no cost to MidAmerican.
- 4.02** Additions or modifications to La Porte City's 69 kV facilities shall be reviewed in advance with MidAmerican and shall conform to generally accepted engineering standards. The costs of any modifications required on the MidAmerican side of the interconnection to accommodate additions or modifications on La Porte City's side of the interconnection will be borne by La Porte City. Ownership of such modifications shall thereafter reside with MidAmerican and such modification costs shall not be included in the establishment of Wholesale Distribution Service charges to La Porte City or agent of La Porte City.
- 4.03** La Porte City may permit a cogenerator, independent power producer or other third party to connect to the La Porte City-owned 69 kV line when Good Utility Practices are followed and standard interconnection practices are demonstrated to MidAmerican's satisfaction. La Porte City shall ensure that the interconnection meets MidAmerican technical and operating requirements to the extent consistent with law.

Service Schedule B

Metering

Section 1. Metering

1.01 Washburn Substation

Metering equipment will be owned, operated and maintained by MidAmerican at its Washburn Substation and shall include watthour meters and associated periodic demand meters. Losses on the La Porte City 69 kV line will be metered as part of the load of La Porte City.