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Legal Department  
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Arshia Javaherian  
Senior Attorney

Interstate Power and Light Company  
An Alliant Energy Company

Alliant Tower  
200 First Street SE  
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Cedar Rapids, IA 52406-0351

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March 7, 2012

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

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

Dear Dr. Haar:

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

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

Respectfully submitted,

/s/ Arshia Javaherian  
Arshia Javaherian  
Senior Attorney

AJ/tao  
Enclosures

cc: Service List

STATE OF MINNESOTA

BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

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

Commissioner  
Commissioner  
Commissioner  
Commissioner

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

STATE OF IOWA            )  
  ) ss.  
COUNTY OF LINN        )

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

That on the 7<sup>th</sup> day of March, 2012, copies of the foregoing Affidavit of Service, together with Interstate Power and Light Company's Petition for Approval of Affiliated Interest Agreement, were served upon the parties on the attached service list, by e-filing, overnight delivery, electronic mail, facsimile and/or first-class mail, proper postage prepaid from Cedar Rapids, Iowa.

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

Subscribed and Sworn to Before Me  
this 7<sup>th</sup> day of March, 2012.

          /s/ Kathleen J. Faine            
Kathleen J. Faine  
Notary Public  
My Commission Expires on February 20, 2015

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Bobby	Adam	bobby.adam@conagrafoods.com	ConAgra	Suite 5022 11 ConAgra Drive Omaha, NE 68102	Paper Service	No	GEN_SL_Interstate Power and Light Company_IPL Electric General Service List
Christopher	Anderson	canderson@allete.com	Minnesota Power	30 W Superior St  Duluth, MN 558022191	Electronic Service	No	GEN_SL_Interstate Power and Light Company_IPL Electric General Service List
Julia	Anderson	Julia.Anderson@ag.state.mn.us	Office of the Attorney General-DOC	1800 BRM Tower 445 Minnesota St St. Paul, MN 551012134	Electronic Service	No	GEN_SL_Interstate Power and Light Company_IPL Electric General Service List
City	Attorney	N/A	City of Albert Lea	221 E Clark St  Albert Lea, MN 56007	Paper Service	No	GEN_SL_Interstate Power and Light Company_IPL Electric General Service List
Michael	Bradley	bradley@moss-barnett.com	Moss & Barnett	4800 Wells Fargo Ctr 90 S 7th St Minneapolis, MN 55402-4129	Electronic Service	No	GEN_SL_Interstate Power and Light Company_IPL Electric General Service List
Sharon	Ferguson	sharon.ferguson@state.mn.us	Department of Commerce	85 7th Place E Ste 500  Saint Paul, MN 551012198	Electronic Service	Yes	GEN_SL_Interstate Power and Light Company_IPL Electric General Service List
Ronald	Giteck	ron.giteck@ag.state.mn.us	Office of the Attorney General-RUD	Antitrust and Utilities Division 445 Minnesota Street, BRM Tower St. Paul, MN 55101	Paper Service 1400	Yes	GEN_SL_Interstate Power and Light Company_IPL Electric General Service List
Burl W.	Haar	burl.haar@state.mn.us	Public Utilities Commission	Suite 350 121 7th Place East St. Paul, MN 551012147	Electronic Service	No	GEN_SL_Interstate Power and Light Company_IPL Electric General Service List
Karen Finstad	Hammel	Karen.Hammel@ag.state.mn.us	Office of the Attorney General-DOC	1800 BRM Tower 445 Minnesota Street St. Paul, MN 551012134	Paper Service	Yes	GEN_SL_Interstate Power and Light Company_IPL Electric General Service List
Annete	Henkel	mui@mnuutilityinvestors.org	Minnesota Utility Investors	413 Wacouta Street #230 St.Paul, MN 55101	Paper Service	No	GEN_SL_Interstate Power and Light Company_IPL Electric General Service List

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Linda	Jensen	linda.s.jensen@ag.state.mn.us	Office of the Attorney General-DOC	1800 BRM Tower 445 Minnesota Street  St. Paul, MN 551012134	Electronic Service	Yes	GEN_SL_Interstate Power and Light Company_IPL Electric General Service List
Paula N.	Johnson		Interstate Power and Light Company	200 First Street SE PO Box 351 Cedar Rapids, IA 524060351	Paper Service	No	GEN_SL_Interstate Power and Light Company_IPL Electric General Service List
John	Lindell	agorud.ecf@ag.state.mn.us	Office of the Attorney General-RUD	900 BRM Tower 445 Minnesota St St. Paul, MN 551012130	Paper Service	Yes	GEN_SL_Interstate Power and Light Company_IPL Electric General Service List
Kent	Ragsdale	kentagsdale@alliantenergy.com	Alliant Energy-Interstate Power and Light Company	P.O. Box 351 200 First Street, SE Cedar Rapids, IA 524060351	Paper Service	Yes	GEN_SL_Interstate Power and Light Company_IPL Electric General Service List
Richard	Savelkoul	rsavelkoul@felhaber.com	Felhaber, Larson, Fenlon & Vogt, P.A.	444 Cedar St Ste 2100  St. Paul, MN 55101-2136	Paper Service	No	GEN_SL_Interstate Power and Light Company_IPL Electric General Service List
Ron	Spangler, Jr.	rlspangler@otpc.com	Otter Tail Power Company	215 So. Cascade St. PO Box 496 Fergus Falls, MN 565380496	Electronic Service	No	GEN_SL_Interstate Power and Light Company_IPL Electric General Service List
Robyn	Woeste	robynwoeste@alliantenergy.com	Interstate Power and Light Company	200 First St SE  Cedar Rapids, IA 52401	Electronic Service	Yes	GEN_SL_Interstate Power and Light Company_IPL Electric General Service List

**STATE OF MINNESOTA**

**BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION**

**David Boyd  
J. Dennis O'Brien  
Phyllis A. Reha  
Betsy Wergin**

**Commissioner  
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<b>IN THE MATTER OF INTERSTATE POWER AND LIGHT COMPANY'S PETITION FOR APPROVAL OF AN AFFILIATED INTEREST AGREEMENT</b>	<b>DOCKET NO. E,G001/AI-12-____</b>
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**SUMMARY FILING**

Please take notice that on March 7, 2012, Interstate Power and Light Company (IPL) filed with the Minnesota Public Utilities Commission (Commission) its petition for approval of a Local Balancing Authority Agreement with Franklin County Wind, LLC. IPL requests that the Agreement be effective February 7, 2012.

**STATE OF MINNESOTA**

**BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION**

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

**Commissioner  
Commissioner  
Commissioner  
Commissioner**

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

**DOCKET NO. E,G001/AI-12-\_\_\_\_\_**

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

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

**I. SUMMARY OF FILING**

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

## II. SERVICE

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

## III. GENERAL FILING INFORMATION

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

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

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

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

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

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

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

This Petition is being filed on March 7, 2012. IPL requests approval of the Local Balancing Authority Agreement (“Agreement”) effective as of its execution date of February 7, 2012.

**D. Statute Controlling Schedule For Processing The Filing**

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

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

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

**IV. DESCRIPTION AND PURPOSE OF FILING**

**A. Background**

IPL is a utility held by AEC, a public utility holding company pursuant to 18 C.F.R. § 366.1 and FCW is a limited liability corporation that is wholly owned by AEC. IPL requests approval to enter into the Agreement with its affiliate, FCW, per the attached Agreement, Exhibit A. The need for this Agreement arises out of the fact that, FCW is developing a windfarm referred to as the Franklin County Windfarm (FCWF), which is located within the IPL Local Balancing Authority



(LBA) Area, the Alliant Energy West (ALTW) LBA Area. As the entity responsible for the ALTW LBA Area, IPL has a directive to meet certain reliability requirements imposed upon LBA's, and as part of these requirements, IPL requires that it owns, operates, and maintains meters within the ALTW LBA area to ensure meter data integrity.

This Agreement is reasonable and consistent with the public interest because it allows IPL to recover from FCW for all costs associated with installing, owning, and maintaining the LBA metering dedicated to the FCWF. Also, IPL requires execution of such an Agreement for all new generators locating within and generating into the ALTW LBA Area that are connected to the ITC Midwest transmission system. Because IPL is no longer a transmission owner, IPL is not a party to generator interconnection agreements for generators connecting to the transmission system within the ALTW LBA Area; the LBA Agreement was developed to meet IPL's LBA metering requirements for new generators connecting on the ITC Midwest transmission system located within the ALTW LBA Area. Because LBA meters are used to calculate the load and generation needs of IPL, it is in the best interest of IPL to own, operate, and maintain these meters.

The Agreement also outlines each party's obligations and responsibilities relating to operations and communications for reliable operation.

#### **Affiliated Interest Filing Requirements**

IPL respectfully provides the following information in support of its Petition and as required under Minn. Rules §7825.2200(B), and in compliance with the

"minimum Filing Requirements For All Affiliate Interest Filings" as set forth in the Commission's September 14, 1998, Order in Docket No. E,G-999/CI-98-651.

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

*1. A descriptive title of each contract or agreement.*

The Agreement is entitled the Local Balancing Authority Agreement is attached as Exhibit A.

This Agreement is designed to recover costs incurred by IPL to install, operate, and maintain necessary equipment for IPL to meet it LBA metering requirements due to the FCWF interconnecting with the ALTW LBA Area.

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

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

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

i. Transfer of Land Rights and Turbine Rights

- o As previously noted in IPL's filing for approval of its Common Facilities Capacity Agreement with FCW in Docket No. 12-32, IPL transferred the land rights associated with Whispering Willow Windfarm-Central to FCW on June 29, 2011 at cost, which was

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

ii. Common Facilities Capacity Agreement (CFCA)

- Currently under review by the MPUC in Docket No. 12-32; executed on December 7, 2011.

iii. IPL-FCW Land Lease Agreement

- Currently under review by the MPUC in Docket No. 12-187; executed on February 1, 2012.

iv. Telecommunications Sharing Agreement

- Included as part of the past history section of the IPL – FCW Land Lease Agreement filing (Docket No. 12-187) currently under review by the MPUC.

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

• Public Interest

This Agreement is reasonable and consistent with the public interest because it holds IPL ratepayers harmless to the costs incurred by IPL to install,

own, operate, and maintain the LBA meter as required by IPL. IPL recovers its costs for the LBA metering, and books the assets at \$0, so the IPL ratepayers are held harmless. Since the LBA meters are used by IPL to calculate load and generation requirements, it is in the best interest of IPL to own, operate, and maintain these meters.

- Competitive bidding

Competitive bidding was not sought for this transaction. IPL will charge FCW for actual costs incurred, plus overheads but not profit, to install, own, operate, and maintain the required LBA metering.

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

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

Local Balancing Authority Agreement

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

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

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

Under the Agreement, IPL will install, own, operate, and maintain metering equipment dedicated to the FCWF to measure the power and energy the FCWF is injecting into the ALTW LBA Area. IPL will recover its costs to install, own, operate, and maintain this equipment from FCW as part of the Agreement. It is

IPL's requirement to own, operate, and maintain the metering equipment to ensure data integrity as part of its obligations as the ALTW LBA.

The Agreement also outlines each party's obligations and responsibilities relating to operations and communications for reliable operation.

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

The affiliated interest, FCW, is not receiving compensation from IPL. IPL is receiving compensation from FCW. IPL will bill FCW actual costs incurred, plus overhead but not profit, in order to install, own, operate, and maintain the LBA metering dedicated to the FCWF. IPL's estimated costs for the work to be performed under the Agreement are \$89,900 direct costs for materials and labor and \$124,062 loaded costs.

*5. If the service or good acquired from an affiliate is competitively available, an explanation must be included stating whether competitive bidding was used and, if it was used, a copy of the proposal or a summary must be included. If it is not competitively bid, an explanation must be included stating why bidding was not used.*

No good or service is being acquired from the affiliate, FCW. FCW is compensating IPL for IPL's costs incurred to install, own, operate, and maintain

LBA metering, as required by IPL, which is dedicated to the FCWF. Competitive bidding was not used, as described in section IV(B)(4) above.

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

See Exhibit A

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

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

*8. The filing must be verified.*

See Exhibit B for verification from Robert Walter, employee of Alliant Energy Corporate Services, Inc., who has reviewed the information in the instant petition and verifies the information contained as true and correct to the best of his knowledge.

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

Dated this 7<sup>h</sup> day of March, 2012.

Respectfully submitted,

**INTERSTATE POWER AND LIGHT COMPANY**

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

## LOCAL BALANCING AUTHORITY AGREEMENT

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

### WITNESS THAT:

**WHEREAS**, IPL is the Alliant West Local Balancing Authority (“ALTW LBA”) for the ALTW Local Balancing Authority Area that operates in the states of Iowa, Minnesota, and Illinois; and

**WHEREAS**, Generator owns bulk electric facilities and is engaged in the generation and sale of electric power and energy from those facilities operated within the ALTW Local Balancing Authority Area; and

**WHEREAS**, Generator has , or will have, executed a Generator Interconnection Agreement with ITC Midwest LLC (“ITCM”) and the Midwest Independent Transmission System Operator, Inc. (“MISO”) that requires Generator to have an agreement with a Local Balancing Authority; and

**WHEREAS**, Generator has, or will have, executed a Generator Interconnection Agreement with ITCM and MISO that specifies the terms and conditions for the physical



interconnection of Generator's Generation Unit(s) at designated interconnection point(s) with the Transmission System owned by ITCM and operated by MISO and such interconnection has been designated "G947" by MISO; and,; and,

**WHEREAS**, the Parties desire to establish responsibility for maintaining compliance with North American Electric Reliability Corporation ("NERC") Balancing Authority standards within the ALTW Local Balancing Authority Area.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

## **1 DEFINITIONS**

### **1.1 Affiliate**

Any person or entity, any individual, corporation, partnership, firm, joint venture, association, joint-stock company, trust, or unincorporated organization, directly or indirectly controlling, controlled by, or under common control with a Party.

### **1.2 Ancillary Services**

Those services necessary to support capacity and the transmission of energy from resources to loads while maintaining reliable operation of the transmission system in accordance with Good Utility Practice.

### **1.3 Business Day**

Any day that is not a Saturday, Sunday, or NERC-recognized holiday.

### **1.4 Emergency**

Means an abnormal system condition requiring manual or automatic action to maintain system frequency, or to prevent loss of firm load, equipment damage, or tripping of system elements that could adversely affect the reliability of any electric system or the safety of persons or property.

**1.5 Energy Imbalance Service**

Provides energy correction for any hourly mismatch between the energy output from a generating unit and the output scheduled with MISO.

**1.6 Energy Market**

The day-ahead and/or real-time energy markets operated by MISO.

**1.7 FERC or Commission**

The Federal Energy Regulatory Commission or its successor.

**1.8 Midwest ISO Tariff**

The Commission-approved Midwest ISO Open Access Transmission, Energy, and Operating Reserve Markets Tariff, and any amendments thereto, pursuant to which MISO provides transmission service and operates the Energy and Operating Reserve Markets.

**1.9 Generating Facility**

The generating and/or transmission facility or facilities together with the other property, facilities, and equipment owned and/or controlled by Generator on Generator's side of the Points of Interconnection.

**1.10 Generating Unit(s)**

An individual electric generating unit or group of units and associated plant and apparatus with common connection points and meters whose electrical

output is capable of being separately identified and metered that, in either case, is located within the ALTW Local Balancing Authority Area, and capable of producing and delivering net energy (energy in excess of a generating station's internal power requirements) to the interconnected bulk electric transmission system.

#### **1.11 Good Utility Practice**

Any of the practices, methods, and acts engaged in or approved by a significant proportion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather is intended to include acceptable practices, methods, or acts generally accepted in the region, but not necessarily codified.

#### **1.12 Local Balancing Authority**

An operational entity or a Joint Registration Organization which is (i) responsible for compliance to NERC for the subset of NERC Balancing Authority Reliability Standards defined in the Balancing Authority Agreement for their local area within the Midwest ISO Balancing Authority Area, (ii) a Party to Balancing Authority Agreement, excluding the Midwest ISO, and (iii) shown in Appendix A to the Balancing Authority Agreement.

#### **1.13 Local Balancing Authority Area**

The collection of resources, transmission systems, and loads within the metered boundaries of a Local Balancing Authority.

**1.14 Local Balancing Authority Operator**

An individual at an electric system control center, whose responsibility it is to monitor and control that electric system in real time. The ALTW Local Balancing Authority Operator shall be an employee of Alliant Energy Corporate Services, Inc.

**1.15 MISO**

The Midwest Independent Transmission System Operator, Inc., or its successor.

**1.16 MISO Market**

The Energy and Operating Reserve Markets or markets operated by MISO under the Midwest ISO Tariff.

**1.17 Midwest Reliability Organization or MRO**

The regional entity to which NERC has delegated authority, or its successor organization.

**1.18 NERC**

The North American Electric Reliability Corporation or its successor.

**1.19 Points of Interconnection**

Shall mean the point or points at which Generating Facility is connected to the transmission system, as set forth in Exhibit 1 hereto.

**1.20 Regulation and Frequency Response Service**

An Ancillary Service providing for the continuous balancing of resources (generation and interchange) with load and for maintaining scheduled interconnection frequency, which is accomplished by committing on-line generation whose output is raised or lowered (predominantly through the use of automatic generating control equipment) and by other non-generation resources capable of providing this service as necessary to follow moment-by-moment changes in load.

**1.21 Reliability Coordinator**

The entity responsible for ensuring the real-time operating reliability of the interconnected bulk electric transmission system for the area defined by NERC.

**1.22 Revenue Quality Metering System or RQMS**

All metering equipment currently installed or to be installed at Generating Facility and other associated equipment, including, but not limited to, current transformers (“CTs”), potential transformers (“PTs”), meter sockets, test switches, conduit for secondaries of metering CTs and PTs, secondary wiring of metering CTs and PTs, and terminal blocks necessary to measure the power flow into or out of Generating Facility at Points of Interconnection and to support the provision of data listed in Appendix B. All equipment used for RQMS shall be dedicated solely to the ALTW LBA metering.

**2. GENERATOR OBLIGATIONS**

**2.1 Generating Facility**

Generator will operate and maintain Generating Facility in accordance with Good Utility Practice and consistent with the requirements imposed by NERC and MRO standards.

## **2.2 Costs**

All costs incurred by the ALTW LBA for the provision of the terms of this Agreement shall be borne by Generator. Generator will be billed actual costs incurred by the ALTW LBA.

### **Physical, Logical, and/or Transactional Configuration or Operation Costs**

Equipment and labor costs incurred by the ALTW LBA in support of the reliable implementation of any physical, logical, transactional including third party transactions, configuration, or operational changes directly associated with Generating Facility shall be borne by Generator.

### **Metering and Operating Data Costs**

Generator shall pay for all RQMS dedicated solely to the ALTW LBA metering, install, own, and maintain all RQMS except the revenue meter, and the ALTW LBA shall install, own, and maintain the revenue meter. All costs associated with owning, operating, testing, and maintaining RQMS and providing operating data to the ALTW LBA shall be borne by Generator. Generator shall provide adequate space for the ALTW LBA to install the revenue meter and associated equipment.

### **Telecommunications Equipment Installation, Ownership, and Costs**

The ALTW LBA will install, own, and maintain the remote terminal unit (“RTU”) and associated telecommunications equipment at Generating Facility.

Generator shall install or cause to be installed and pay for any phone lines and telecommunications circuits necessary for transmission of the ALTW LBA metering data to the ALTW LBA control center, per the ALTW LBA specifications, standards, and approval. Generator shall provide adequate space for the ALTW LBA to install such RTU(s) and associated communications equipment. The cost of such RTU(s) and associated communications equipment shall be borne by Generator. Through such RTU(s) and associated communications equipment, Generator shall provide the ALTW LBA with Generating Facility real-time operating data as specified by the ALTW LBA, and as currently identified in Appendix B. The ALTW LBA shall have no responsibility under this Agreement to provide such data to a third-party.

#### **Telecommunications Path Sharing Costs**

In the event that the Generator elects to have the ALTW LBA provide the telecommunications path to transfer real-time operating data from the Generating Facility to the ALTW LBA control center, either through its existing telecommunications infrastructure or by other means, the Generator shall enter into a separate Telecommunications Sharing Agreement with ALTW LBA. The Telecommunications Sharing Agreement shall set forth all of the terms and conditions for providing telecommunication sharing to the Generator and shall set forth all charges applicable to the Generator for such sharing. The Parties shall enter into the separate Telecommunications Sharing Agreement within 30 days of the Effective Date of this Agreement.

### **2.3 Generator Output**

### **2.3.1 Ancillary Services**

Generator is required to purchase and maintain, under an effective tariff, necessary ancillary services such as Energy Imbalance and Regulation Frequency Response. No provision in this Agreement supersedes the obligation of Generator to purchase services as required. Ancillary services may be purchased from the MISO market or a third party vendor.

### **2.3.2 Dispatch Signals**

Generator will receive dispatch signals from MISO for energy and Ancillary Service deployment. ALTW LBA requires visibility of Generator dispatch signals as part of the LBA function in MISO.

### **2.3.3 Ancillary Services Deployment**

Generator shall follow the ALTW LBA's directions with regard to the deployment and provision of generator-related Ancillary Services to the extent that Generator has agreed to supply such services and the ALTW LBA is responsible for providing and/or deploying such services.

### **2.3.4 Energy Imbalance Service**

If and to the extent Generating Facility is a MISO market registered asset, Generator shall balance Generating Facility's output to its schedules in accordance with the Midwest ISO Tariff. ALTW LBA will not charge Generator for Energy Imbalance Service in addition to the charges assigned by MISO based upon the Midwest ISO Tariff.

## **2.4 Notification of Generator Operator**



Generator will provide the ALTW LBA with written notification of the entity responsible for the coordination and scheduling of day-to-day Generating Facility operations.

## **2.5 Notice of Changes**

Within five (5) business days of providing notification to MISO of any change with regard to the logical, physical, and/or transactional configuration of Generating Facility or its operations, Generator shall provide the ALTW LBA with written notification of such change. Changes to the logical, physical, and/or transactional configuration of Generating Facility or its operations shall include, but are not limited to, metering points, dispatch, settlement, services, ratings, or modeling. The ALTW LBA shall use best efforts to implement and make such changes effective on a timeline consistent with the implementation timeline of MISO.

## **2.6 Third-Party Interchange Transactions**

For purposes of verification and reporting interchange transactions, Generator shall inform the ALTW LBA of any requirements or agreements that it has entered into with any other entity for the supply of (i) capacity; (ii) Ancillary Services (including, but not limited to, reserves and Regulation and Frequency Response Service); and (iii) any change in MISO market participation that would change the dispatch of the unit. For purposes of implementation, Generator shall give the ALTW LBA sufficient written notice prior to the effective date for the provision of such services, and the ALTW LBA shall use best efforts to facilitate Generator's transactions.

For export transactions outside of the MISO Energy Market area that require dynamic scheduling, the ALTW LBA shall use best efforts to implement the requested dynamic schedules within 180 days of receiving notice from Generator, providing the dynamic schedule can be implemented in accordance with applicable tariffs or reliability standards. Parties will work in good faith to develop processes and procedures in accordance with Article 3.6 of this Agreement to implement export transactions with all affected entities. Any true-up of energy settlement between Generator and its customer shall be handled by separate agreement.

### **3. OPERATIONAL COORDINATION**

#### **3.1 Local Balancing Authority Obligations**

The ALTW LBA shall perform its duties consistent with Good Utility Practice and the JRO agreement between Alliant Energy and the Midwest ISO dated December 1, 2010. The ALTW LBA may, consistent with Good Utility Practice, take whatever actions or inactions with regard to the ALTW Local Balancing Authority Area that it deems necessary during an Emergency in order to: (i) preserve public health, safety, and welfare; (ii) preserve the reliability of the ALTW Local Balancing Authority Area, including (a) minimize impact to facilities located within the ALTW Local Balancing Authority Area or adjacent Local Balancing Authority Areas or (b) minimize impact to the transmission facilities owned by ITCM; and (iii) expedite the restoration of electric service within the ALTW Local Balancing Authority Area or adjacent Local Balancing Authority Areas.

### **3.2 Operational Directives**

Local Balancing Authority Operator is responsible for operating its Local Balancing Authority Area in a secure and reliable manner. The Generator shall comply with the directives of the ALTW LBA. ALTW LBA may relay reliability directives from the MISO or other entities.

### **3.3 Emergency Notification**

The ALTW LBA shall provide Generator with prompt notification of an Emergency that may reasonably be expected to affect Generator's operation of Generating Facility, to the extent the ALTW LBA is aware of the Emergency. Generator shall provide the ALTW LBA with prompt notification of an Emergency that may reasonably be expected to affect the ALTW LBA or adjacent transmission systems, to the extent the Generator is aware of the Emergency. To the extent the Party becoming aware of an Emergency is aware of the facts of the Emergency; such notification shall describe the Emergency, the extent of the damage or deficiency, its anticipated duration, and the corrective action taken and/or to be taken.

### **3.4 Schedules**

#### **3.4.1 Seven (7) Day Forecast**

Generator shall provide forecasts according to rules outlined in FERC approved Midwest ISO Tariff.

#### **3.4.2 Next Day**

With the exception of intermittent generation, the ALTW LBA shall rely on the MISO-published next-day hourly operations schedule to confirm

Generating Facility's projected operations; provided, however, that Generator shall notify the ALTW LBA of any correction to the published next-day hourly operations schedule within a reasonable time of providing MISO with notice of such correction. Generator shall provide Next Day Forecast according to rules outlined in the FERC approved Midwest ISO Tariff.

### **3.4.3 Planned Maintenance**

At such time as Generator provides any planned Generating Unit maintenance schedule to MISO, Generator shall submit a copy of such schedule, or change in schedule, to the ALTW LBA.

## **3.5 Hourly Energy Checkout**

### **3.5.1 Process**

On or before 1100 hours Central Time (daylight saving or standard time, whichever is prevailing), Generator shall provide to the ALTW LBA its verified actual hourly energy output from RQMS for the previous operating day.

### **3.5.2 Obligations**

The Generator and the ALTW LBA shall agree on the hourly energy input/output of Generating Facility. Pending the resolution of any discrepancy or dispute, for the purposes of this Agreement the ALTW LBA record of hourly energy output shall be the value utilized by the Parties.

### **3.5.3 MISO Market Settlement**

If the MISO Market Settlement differs from the hourly energy input/output data of Generating Facility, the ALTW LBA shall notify Generator of such discrepancy and the Parties shall agree on the corrected data and

timeframe for Generator to submit the corrected data, if applicable, to MISO in accordance with the Midwest ISO Tariff.

### **3.6 Development of Processes and Procedures**

The Parties agree to develop processes and procedures to effect the terms of this Agreement.

## **4 METERING, COMMUNICATIONS, AND OPERATING DATA**

### **4.1 Metering**

#### **4.1.1 Equipment**

Generator shall install (or cause to be installed), own, operate, test, and maintain RQMS, except the revenue meter, at Points of Interconnection that measure and communicate electric power and energy flows to the ALTW LBA. Instrument transformer test results shall be provided by Generator to the ALTW LBA. The ALTW LBA requires three phase wye, four wire, three element metering. Changes in RQMS specifications shall be submitted to the ALTW LBA for approval, which approval shall not be unreasonably withheld.

#### **4.1.2 Meter**

The ALTW LBA shall install, own, operate, test, and maintain the revenue meter to be used at the Points of Interconnection. Such Revenue Meter shall comply with the standards set forth in Appendix A

#### **4.1.3 Static data**

Generator shall maintain a current one-line diagram of Generating Facility, including interconnection facilities to the transmission system and

Metering Equipment locations, and shall provide the ALTW LBA with a copy of the current one-line diagram.

#### **4.1.4 Meter Testing**

The ALTW LBA shall test the revenue meter every twelve (12) months.

The accuracy of registration for the revenue meter shall be maintained to a range of 99.5% to 100.5%.

At the reasonable request of either Party, special meter tests of RQMS shall be made (a "Special Meter Test"). If any Special Meter Test discloses the metering device to be registering within acceptable limits of accuracy as specified hereinafter, then the Party who requested the Special Meter Test shall bear the expense thereof. Otherwise, the expense of such test shall be borne by Generator.

Representatives of the Parties shall be afforded an opportunity to be present at all routine meter tests or Special Meter Tests, and upon occasions when any readings for purposes of settlements hereunder are taken. The ALTW LBA shall provide Generator with at least ten (10) Business Day's written notice prior to any testing and shall permit Generator the opportunity to be present during such testing. All meters shall be kept under seal, such seals to be broken only when the meters are to be tested or adjusted.

#### **4.1.5 Access to Equipment**

The ALTW LBA shall be permitted reasonable access to RQMS in accordance with Generator switchyard access requirements and other requirements.

#### **4.2 RQMS Problems**

In the event the RQMS data stream to the ALTW LBA is interrupted, the Generator shall act immediately to resolve the interruption or effect repairs.

In the event RQMS is not functioning and the ALTW LBA has an alternate data source representative of the Generator values, the ALTW LBA and Generator shall use the ALTW LBA alternate data as the record of hourly energy output of Generating Facility. Absent an ALTW LBA alternate data source, Generator and the ALTW LBA shall agree upon substitute values.

#### **4.3 Metering Inaccuracy**

A discrepancy of more than one-half (+/- 0.5) percent from 100% is to be considered a metering inaccuracy. Corrections consistent with the ALTW LBA's alternate data source(s) will take effect back to the known start of the metering inaccuracy or 90 days, whichever is less.

##### **4.3.1 Corrections to Metering Inaccuracies**

Transactions to correct metering inaccuracies shall be settled per the applicable provisions the Midwest ISO Tariff.

#### **4.4 Communications Equipment**

##### **4.4.1 Remote Terminal Unit**

Modifications to the RTU(s) and associated communications equipment may be made with prior written approval of the other Party, which approval shall not be unreasonably withheld. The Parties stipulate that at the time of execution of this Agreement, the existing RTU(s) and associated communications equipment satisfy this provision.

Modifications may be proposed by either Party. Detailed design drawings shall be submitted by the Party proposing the modifications no later than 90 days prior to the modification. The proposed modifications shall be reviewed and approved or rejected within 30 days. As-built drawings shall be provided within 120 days of completing the modifications.

#### **4.4.2 Access to Equipment**

The ALTW LBA shall be permitted reasonable access to the RTU(s) and associated communications equipment in accordance with Generator switchyard access requirements and other requirements.

### **5. INVOICES**

Generator shall reimburse the ALTW LBA for all costs associated with services provided in accordance with Article 2.2 of this Agreement.

On or before the tenth day of each quarter, the ALTW LBA will forward to Generator a statement setting forth the expenses incurred on Generator's behalf for the previous calendar quarter. On or before the thirtieth business day after the date of the invoice, Generator shall remit payment in full to the ALTW LBA. All invoices shall be paid in full unless there is a dispute to such bills. In the event of a billing dispute, Generator shall (i) continue to make all payments not in dispute, and (ii) pay into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute.

### **6. DISPUTES**

Disputes arising out of or in connection with this Agreement shall be resolved as follows:



**6.1 Submission**

In the event either Party has a dispute, or asserts a claim, that arises out of or in connection with this Agreement, or its performance hereunder, such Party shall provide the other Party with written notice of the dispute or claim (“Notice of Dispute”). Such dispute or claim shall be referred to a designated senior executive officer of each Party for resolution by mutual agreement of the designated senior executive officers on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Party. In the event the designated senior executive officers of the Parties are unable to resolve the claim or dispute through unassisted or assisted negotiations within sixty (60) calendar days of the other Party’s receipt of the Notice of Dispute, such claim or dispute may be submitted to a court having jurisdiction over the matters in controversy.

**6.2 WAIVER OF JURY TRIAL**

EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

**7 GENERAL PROVISIONS**

**7.1 Notice**

Any notice, request, or demand between the Parties made in accordance with any provision hereof, except as otherwise provided herein, may be given either orally or in writing. Any notice, request, or demand given orally shall be confirmed, upon request of the Party receiving such notice, in writing, by mail

addressed to the person listed below or to such person or persons as may be designated from time to time by the Parties.

(a) Notice to ALTW LBA shall be addressed to:

Alliant Energy Corporate Services, Inc.  
Manager, GENCO System Operations  
4902 N Biltmore Ln  
Madison, WI 53718-2148  
608-458-8214 (office)  
608-458-8124 (facsimile)

(b) Notice for real-time coordination:

ALTW System Operator  
608-458-8186

(c) Notice to Generator shall be addressed to:

Manger, Franklin County Windfarm  
200 1<sup>st</sup> Street S.E.  
Cedar Rapids, IA 52401

(d) Notice for real-time/operational issues

Not available at current time, will be provided at a later date

## **7.2 Agreement Execution**

This Agreement may be executed in multiple counterparts, each as an original, and shall be binding upon the successors and assigns of the respective Parties hereto.

## **7.3 Successors and Assigns; Assignment**

No rights of either Party hereunder shall be assigned by it without the prior consent in writing of the other Party, which consent shall not be unreasonably withheld. Neither Party, however, shall withhold its consent to any such assignment if its rights hereunder will not be adversely affected thereby.

Notwithstanding the forgoing, no such consent shall be required for:

Any assignment or transfer of this Agreement by Generator or the ALTW LBA to an Affiliate; or

Any assignment of this Agreement by Generator as collateral security for obligations under the financing documents entered into with such lenders.

#### **7.4 Performance under this Agreement**

Except for the obligation to make any payments or to comply with reliability standards under this Agreement, neither Party shall be considered to be in default or breach of this Agreement or liable in damages or otherwise responsible to the other Party for any delay in or failure to carry out any of its obligations under this Agreement if, and only to the extent that, the Party is unable to perform or is prevented from performing by an event of Force Majeure.

#### **7.5 Force Majeure**

No Party shall be considered to be in breach of this Agreement to the extent that a failure to perform its obligations is due to an “Uncontrollable Force.” The term “Uncontrollable Force” means an event or circumstance that prevents one Party from performing its obligations, which event or circumstance is not within the reasonable control of, or the result of the negligence of, the claiming Party, and which by the exercise of due diligence, or Good Utility Practice, the claiming Party is unable to avoid, cause to be avoided, or overcome. Any Party rendered unable to fulfill any of its obligations by reason of an Uncontrollable Force shall give immediate written notice of such fact to the other Party and shall exercise due diligence to remove such inability within a reasonable time period. If a Party is unable to perform actions under this Agreement due to the actions of

an independent third party (e.g. not a consultant or Affiliate of the Party), that shall be considered an Uncontrollable Force.

In the event either Party fails to perform its obligations due to an “Uncontrollable Force,” such Party shall provide the other Party with written notice of the event within 10 Business Days.

#### **7.6 Books and Records**

The Parties shall keep and maintain books and records of actions taken to comply with the provisions of this Agreement and make such books and records available in response to any discrepancy or dispute associated with, among other things, costs, scheduling, settlements, metering inaccuracy, and Special Meter Tests. Such books and records shall be maintained for a period of no less than 5 (five) years. In the event either Party is subject to a NERC audit, the other Party shall cooperate and supply all requested books and records.

#### **7.7 Limitation of Liability**

For purposes of Articles 7.7 and 7.8 of this Agreement, the term “Representatives” shall mean, with respect to a Party and its Affiliates, the Party’s and Affiliates’ officers, shareholders, directors, agents, contractors, and employees.

IPL, its Affiliates, and Representatives, in acting in their role as Local Balancing Authority Operator, shall not be liable, whether based on contract, indemnification, warranty, equity, tort, strict liability, or otherwise, to Generator, its Affiliates, and Representatives including, without limitation, incidental, consequential (including, without limitation, attorneys’ fees and litigation costs),

punitive, special, multiple, exemplary, or indirect damages arising or resulting from any act or omission in any way associated with this Agreement including, but not limited to, any act or omission that results in an interruption, deficiency, or imperfection of service.

IPL, its Affiliates, and Representatives shall not be liable for damages arising out of actions under this Agreement including, but not limited to, any act or omission that results in an interruption, deficiency, or imperfection of service occurring as a result of conditions or circumstances beyond the control of IPL, its Affiliates, and Representatives or resulting from electric system design common to the domestic electric utility industry or electric system operation practices or conditions common to the domestic electric utility industry. IPL, its Affiliates, and Representatives shall not be liable for acts or omissions done in compliance or based on good-faith attempts to comply with directives of the Reliability Coordinator.

Generator and its Representatives, in taking any responsive action to implement or comply with the directives or needs of the ALTW LBA or Reliability Coordinator, shall not be liable to IPL, its Affiliates, or Representatives, whether based on contract, indemnification, warranty, equity, tort, or strict liability, for, without limitation, incidental, consequential (including, without limitation, attorneys' fees and litigation costs), punitive, special, multiple, exemplary, or indirect damages arising or resulting from any act or omission in any way associated with this Agreement including, but not limited to, any act or omission that results in an interruption, deficiency, or imperfection of service.

The limitations set forth in this Section 7.7 shall not be construed to limit either Party's indemnification obligations in Section 7.8 for third-party claims and actions relating to bodily injury to, or death of, any person, or damage to property.

## **7.8 Indemnification**

Generator shall at all times indemnify, defend, and save harmless IPL, its Affiliates, and Representatives from and against any and all damages, losses, and claims including, without limitation, claims and actions relating to injury to, or death of, any person, damage to property, demands, suits, recoveries, costs and expenses, court costs, attorneys fees, and all other obligations by or to third parties that result from or are caused in whole or in part directly or indirectly by negligence or intentional misconduct of Generator or its Representatives, provided that such action is not related in whole or in part directly or indirectly to negligence or intentional misconduct by IPL, its Affiliates, or Representatives.

IPL shall at all times indemnify, defend, and save harmless the Generator and its Representatives from and against any and all damages, losses, and claims including, without limitation, claims and actions relating to injury to, or death of, any person, damage to property, demands, suits, recoveries, costs and expenses, court costs, attorneys fees, and all other obligations by or to third parties that result from or are caused in whole or in part directly or indirectly by negligence or intentional misconduct of IPL, its Affiliates, or Representatives, provided that such action is not related in whole or in part directly or indirectly to negligence or intentional misconduct by the Generator or its Representatives.

## **7.9 Waivers**

Any waiver, or any delay short of the statutory period of limitation in asserting or enforcing any right under this Agreement, or any waiver of a breach of any term in this Agreement, will not be considered (1) a waiver of a further breach of the same term, or (2) a waiver of a breach of any other term.

**7.10 Severability**

Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of this Agreement will remain in full effect.

**7.11 Amendments**

This Agreement may be amended only by written documents signed by both Parties.

**7.12 Entire Agreement**

This Agreement and its Exhibits and Attachments contain the entire understanding between the Parties with respect to the ALTW LBA function.

**7.13 Third Party Beneficiaries**

This Agreement confers no rights or remedies on any third party, other than the Parties to this Agreement and their respective successors and permitted assigns.

**7.14 Titles and Headings**

Titles and headings are inserted in this Agreement for reference purposes only, and must not be used to interpret this Agreement.

**7.15 Governing Law**

This Agreement shall be governed by the laws of the State of Iowa as if executed and to be wholly performed therein.

**7.16 Term**

This Agreement shall become effective upon acceptance by the FERC, and shall continue in effect while Generator is within the ALTW Local Balancing Authority Area. This Agreement, including the rates, terms and conditions, charges and classifications of service hereunder shall be subject to the approval of FERC under Section 205 of the Federal Power Act, and shall become effective on the date as designated by FERC. IPL agrees to file this Agreement as an IPL rate schedule or service agreement within a reasonable time period following execution of this Agreement by the Parties. Nothing in this Agreement shall limit the rights of the Parties under Section 205 or 206 of the Federal Power Act and FERC's rules and regulations there under, except to the extent the Parties otherwise mutually agree as provided herein.

**7.17 Change in LBA Assignment; Costs**

Generator shall provide the ALTW BA written notification of its intent to change the Generating Facility's Local Balancing Authority assignment. Upon the ALTW LBA's receipt of notification, the ALTW LBA, Generator, and Generator's Local Balancing Authority designee will set a transition date that permits all required entities to comply with applicable regulatory and technical requirements. The Parties will make best efforts to effectuate the change in Local Balancing Authority assignment within six (6) months.



Generator shall bear all ALTW LBA costs associated with a change in the Local Balancing Authority assignment of Generator.

**7.18 Material Modification of Duties**

In the event of a change in the duties imposed upon Balancing Authorities by NERC, MRO, the MISO, a regulatory authority, or similar entity that directly affects the terms of this Agreement, the Parties agree to renegotiate such terms contained herein as may be impacted by such change.

**7.19 Credit Support**

IPL, in order to satisfy itself of the ability of the Generator to meet the obligations set forth in this Agreement, may conduct reasonable credit reviews. IPL may, based on IPL's credit requirements, require the Generator to provide and maintain in effect during the term of this Agreement credit support in a form and of a type acceptable to IPL in the exercise of its sole discretion. IPL reserves the right to request the Generator to provide updated financial information to permit IPL to evaluate the Generator's creditworthiness on an on-going basis.

Franklin County Wind, LLC

By: JGM

Title: Treasurer

Date: 2/6/12

INTERSTATE POWER AND LIGHT COMPANY

By: Tom Allen

Title: President

Date: 2-7-2012

## APPENDIX A

### METERING

1) Meters shall meet or exceed the latest versions of American National Standard Institute (ANSI) C12.1 (Code for Electricity Metering), C12.10 (Physical Aspects of Watthour Meters – Safety Standard), and C12.20 (Electricity Meters 0.2 and 0.5 accuracy class). Where differences exist between requirements of C12.1, C12.10, and C12.20, the requirements of C12.20 shall prevail.

2) Current transformers used for metering shall meet or exceed an accuracy class of fifteen hundredths of one percent (0.15%) and shall be of extended-range type.

Equipment connected to the current transformer shall not affect the accuracy of the current transformer by exceeding the burden rating of the current transformer.

Instrument transformers shall comply with the latest version of the applicable ANSI Standards including C57.13–IEEE Standard Requirements for Instrument Transformers, and C12.11–Instrument Transformers for Revenue Metering 10kV through 350kV BIL.

The manufacturer shall include accuracy and burden class information on the nameplate of each device. Current transformers for Local Balancing Authority metering shall be dedicated for this meter.

3) Voltage or potential transformers used for metering shall meet or exceed an accuracy class of three tenths of one percent (0.3%). Equipment connected to the potential transformer shall not affect the accuracy of the potential transformer by exceeding the burden rating of the potential transformer. Instrument transformers shall

comply with the latest version of the applicable ANSI Standards including C57.13–IEEE Standard Requirements for Instrument Transformers, C12.11–Instrument Transformers for Revenue Metering 10kV BIL through 350kV BIL, and C93.1–Power Line Carrier Coupling Capacitors and Coupling Capacitor Voltage Transformers (CCVT). The manufacturer shall include accuracy and burden class information on the nameplate of each device. Potential transformers for Local Balancing Authority metering shall be dedicated for this meter.

4) If loss compensation is required, the Parties will mutually agree on the compensation values to be programmed into the meters. The values registered and reported from the meters shall be the compensated values.

## APPENDIX B

### Revenue Quality Metering Data (Instantaneous and Pulse Accumulator Telemetry)

#### Typical DNP Points

Delivered MWH  
Received MWH  
Delivered MVARH  
Received MVRH  
Previous Delivered MWH  
Previous Received MWH  
Previous Delivered MVRH  
Previous Received MVRH  
Instantaneous +/- MW (2 Sec. Real time updates).  
Instantaneous +/- MVAR (2 Sec. Real time updates).  
Instantaneous +/- MVA (Based on Delivered Power).  
Instantaneous +/- MVA (Based on Received Power).  
Instantaneous +/- PF (Based on Delivered Power)  
Instantaneous +/- PF (Based on Received Power).  
Instantaneous Phase A VOLTS  
Instantaneous Phase B VOLTS  
Instantaneous Phase C VOLTS  
Instantaneous Phase A AMPS  
Instantaneous Phase B AMPS  
Instantaneous Phase C AMPS

#### Additional Data

All additional station RTU data as available from the RTU(s) at  
Generating Facility as of the date of this Agreement should continue to be  
supplied if commercially reasonable. Changes to this data may occur depending  
on future RTU or meter availability; provided that such changes are consistent  
with this Agreement.

EXHIBIT 1 – Transmission System Map

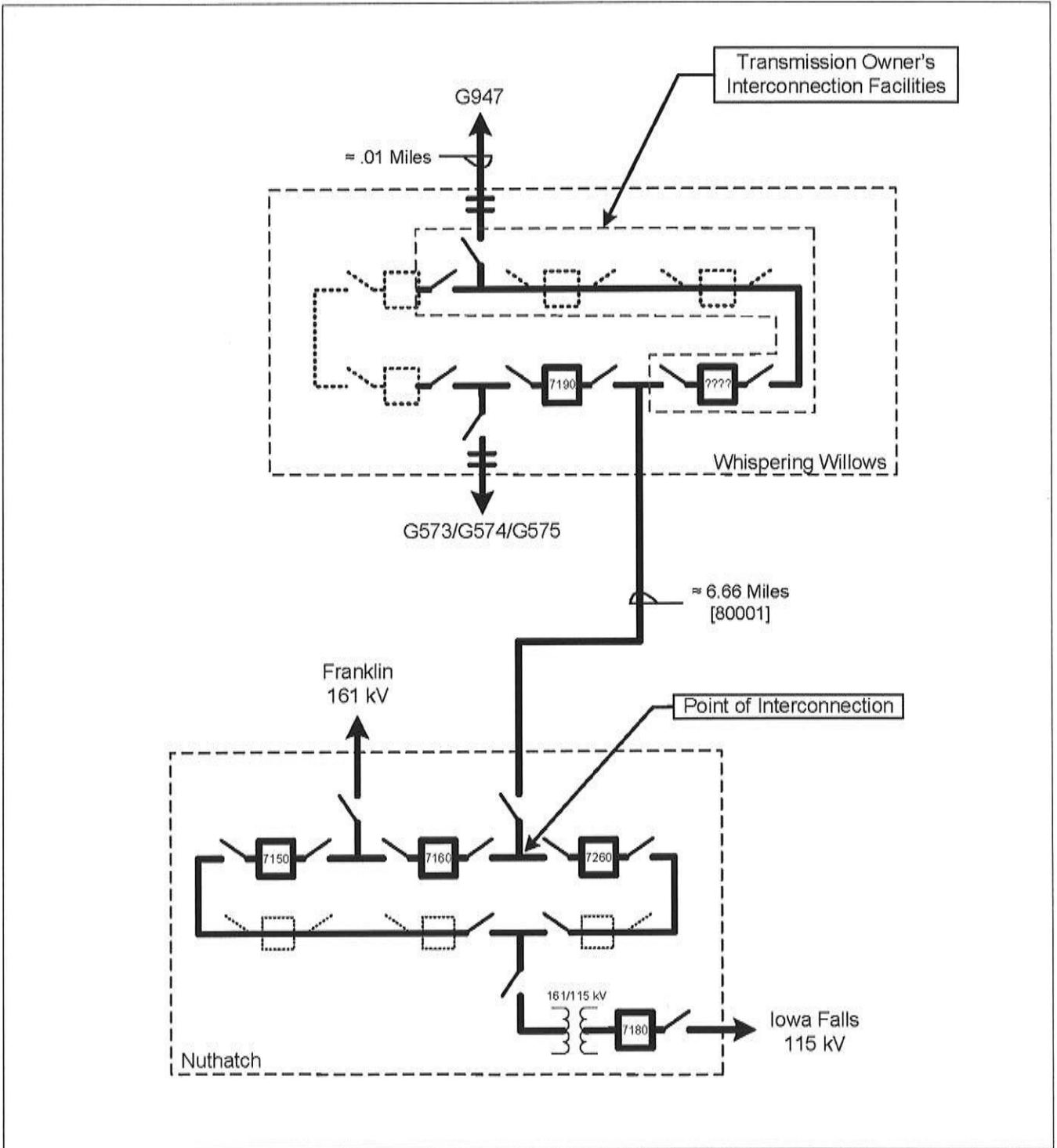


EXHIBIT 2 – Collector Substation One-line

