

CHECKLIST
EXECUTION OF AMENDED AND RESTATED TOTAL POWER REQUIREMENTS
POWER PURCHASE AGREEMENT

1. Please provide a certified copy of the minutes or a certified excerpt of the minutes of the meeting. (certified by City Clerk)
2. Service Schedule M Participant Questionnaire. Please complete and return to MEAN at your earliest convenience.
3. Ordinance to sign Service Schedule M. Sample enclosed. Please adopt, sign, seal, date and return to MEAN with your signed Service Schedule M agreement.
4. Service Schedule M:

Page 22 - Sign by authorized official on behalf of City, attest by City Clerk, and affix the City's seal.
Exhibit A - No additional information required.
Exhibit B - No additional information required. (Note: This is the Schedule of Rates and Charges)
Exhibit C - No additional information required.
Exhibit D - No additional information required.
5. City Attorney Opinion Letter regarding enforceability of Service Schedule M agreement. Sample enclosed. Please return your Attorney Opinion Letter with your signed Service Schedule M agreement.
6. Please provide Affidavit of Publication from the newspaper showing proof of publication of all ordinances passed.

AFTER EXECUTION PLEASE RETURN ALL DOCUMENTS LISTED ON THIS CHECKLIST
TO:

Attn: Videll Sabio
Municipal Energy Agency of Nebraska
8377 Glynoaks Drive
Lincoln, NE 68516

Email: legal@nmpenergy.org

Please complete and return to MEAN at your earliest convenience via e-mail: Legal@nmpenergy.org

**MUNICIPAL ENERGY AGENCY OF NEBRASKA
SERVICE SCHEDULE M PARTICIPANT QUESTIONNAIRE**

1. (a) Are all electric utility system properties municipally owned?
 Yes No
(b) If the answer to 1(a) is “No,” provide a brief description of the owner, the properties it owns and the ownership arrangement.

2. (a) Are any utility system properties leased to or under the control of another entity?
 Yes No
(b) If the answer to 2(a) is “Yes,” provide a brief description of the lease or other agreement that transfers control of utility properties.

3. (a) Has the geographic size of the utility’s service area increased within the last ten years?
 Yes No
(b) If the answer to 3(a) is “Yes,” provide a brief description of the annexation or other action that caused an increase in size of the utility’s service area.

4. (a) Does any retail customer receive electric service under any arrangement other than a general rate schedule or tariff?
 Yes No
(b) Are any retail customers of the utility served under a separate contract that provides for priority or preferential service or rates?
 Yes No
(c) If the answer to 4(a) or 4(b) is “Yes,” provide a brief description of the customer, the service it receives, the terms of any contract between the utility and the customer and the rate(s) the customer pays.

5. (a) Does the utility sell, exchange or pool power at wholesale with any utilities other than MEAN?
 Yes No
(b) If the answer to 5(a) is “Yes,” provide a brief description of the other utility and the power sales, exchange or pooling agreement.

6. (a) Have you entered into a contract with another utility or person for the management or operation of your utility?
 Yes No
(b) If the answer to 6(a) is “Yes,” provide a brief description of the utility or person that provides management or operation services and the terms of the contract.

Completed by the City/Village of _____ . Date: _____

Name/Title: _____

Benefits of MEAN's Modernized SSM Contract

MEAN's modernized Service Schedule M (SSM) power supply contract maintains the same benefits as the original SSM contract with additional enhancements. The modernized SSM retains the same scope of service, quantity, parties and most material terms as the original SSM contract. Here is a list of benefits included in the Modernized SSM contract:

The modernized version of MEAN's SSM contract is member-driven

The modernized SSM contract is a member-driven initiative for the benefit of MEAN's members. The MEAN Board of Directors oversaw the three-year initiative as it progressed through numerous Subcommittee and Board discussions and ultimately earned strong approval by the MEAN Board. MEAN also held workshops for city attorneys to review and provide input regarding the contract before the final version was presented to the Board.

The modernized SSM offers a finite term

The modernized SSM includes an option for MEAN members to exit the contract if they choose. This was one of the primary drivers for MEAN members to develop a modernized SSM contract. It transitions the contract from a project-based contract to a term-based contract.

The modernized SSM will be consistent for all MEAN members

Each MEAN member community will sign the same form of agreement. Member changes with majority support were incorporated into the final form for the benefit of all.

Supports long-term, cost effective resource planning with flexibility

The modernized SSM continues its purpose of providing long-term, cost effective power supply with the benefit of offering a defined minimum term matching the industry standard with other joint action agencies like MEAN. This allows MEAN to provide the most cost-competitive power supply for each community.

Updates the contract to today's industry standards

The modernized SSM updates terms and policies to match today's electric utility standards. The original SSM contract is more than 40 years old. The industry has undergone significant changes over the past four decades, including new rules and regulations, development of regional transmission organizations and energy markets and new diverse sources of power generation.

Honors existing arrangements with local generation

Existing local generation is honored in the modernized SSM and remains a valued component going forward within MEAN, including capacity lease options and customer-owned generation.

MEAN's renewable energy policies remain intact

MEAN's renewable energy policies, including its 2050 carbon neutral vision, local renewable distributed generation policy and green energy program remain intact.

For more information on MEAN's modernized Service Schedule M contract or for assistance in presenting to your local city council, please contact Carol Brehm (cbrehm@nmppenergy.org) or Nicole Kubik (nkubik@nmppenergy.org).

SERVICE SCHEDULE M

Amended and Restated Total Power Requirements Power Purchase Agreement

This agreement, dated December 1, 2023, is made by and between the Municipal Energy Agency of Nebraska (MEAN) and the City of Crete, Nebraska (Participant) to be effective as of the Effective Date provided below. With regard to participants that have executed an Original Agreement: This agreement was made originally as of May 29, 1986, and is hereby amended and restated effective as of the Effective Date provided below, by and between MEAN and the Participant.

WITNESSETH:

WHEREAS, MEAN is authorized and empowered under the Act to purchase or lease any plant, works, system, facilities and real and personal property of any nature whatsoever, together with all parts thereof and appurtenances thereto, used or useful in the generation, production, transmission, conservation, transformation, distribution, purchase, sale, exchange or interchange of electric power and energy, or any interest therein or right to capacity thereof, and to purchase electric power and energy from any source located within or without the State of Nebraska; and

WHEREAS, the Participant owns and operates certain electric distribution systems, and may own and operate electric generating facilities or a transmission system, or both, and may have a contract for the direct purchase of firm power and energy from WAPA; and

WHEREAS, MEAN is willing to sell to the Participant all of the Participant's electric power and energy requirements, in excess of existing WAPA allocations and certain limited resources as set forth herein, on a wholesale basis; and

WHEREAS, the Participant has determined that it is desirable to enter into this Agreement to purchase electric power and energy from MEAN; and

WHEREAS, MEAN has issued or intends to issue notes, bonds or other evidences of indebtedness to enable it to accomplish the efficient supplying of electric power and energy to the Participant and other contracting entities, public or private, and in order to issue such notes, bonds or other evidences of indebtedness it is necessary for MEAN to have binding contracts with the Purchasers and to pledge the payments to be received pursuant to such contracts as security for the payment of such notes, bonds or other evidences of indebtedness, all as may be required by the bond resolution or other document pursuant to which such obligations shall be issued; and

WHEREAS, to the extent MEAN and the Participant have previously entered into a Service Schedule M, Total Power Requirements Power Purchase Agreement (referred to herein as the "Original Agreement"), MEAN and the Participant desire to amend and restate the Original Agreement in its entirety, effective as of the date set forth below, on the terms set forth below.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, it is mutually agreed as follows:

SECTION I
Definitions

- 1.01 Capitalized terms used in this Agreement and the Exhibits but not otherwise defined shall have the meaning set forth in Exhibit A.

SECTION II
Service to be Provided

- 2.01 MEAN shall sell and deliver to the Participant and the Participant shall take from MEAN and pay MEAN for all electric power and energy required by the Participant for the operation of its electric system, less power and energy allocated and delivered to the Participant from WAPA (WAPA Allocation). Such power shall include required operating reserves. If the Participant's WAPA Allocation is terminated or modified, then, pursuant to this paragraph, the Participant's power and energy requirements not supplied by WAPA shall be supplied by MEAN, provided, however, that unless otherwise agreed by MEAN in writing, power and energy requirements related to any increase in the WAPA Allocation shall continue to be supplied by MEAN and the increase in WAPA Allocation will be treated as if it were a MEAN generation resource for billing purposes.

i. Environmental Attributes.

- a. Participant acknowledges that MEAN may from time to time offer specified levels of renewable energy by contract to its participants and that participants executing renewable energy agreements with MEAN are entitled to certain environmental attributes associated with the power and energy sold under such renewable agreements. Accordingly, the power and energy sold to Participant under this Agreement shall exclude any environmental attributes associated with energy sold under such renewable agreements.
- b. Participant shall not resell environmental attributes associated with WAPA firm electric service.

ii. PURPA: MEAN's administration and implementation of PURPA shall be as provided in the applicable Policies and Procedures (currently the Renewable Distributed Generation Policy).

- 2.02 MEAN shall serve as Participant's exclusive agent for transmission of firm power and energy on the transmission system of the applicable transmission provider (Transmission Provider), which shall be Southwest Power Pool, Inc. or any RTO, ISO, or market operator to which such party transfers functional control of its transmission facilities. As part of this service, to the extent applicable in a market, MEAN will be responsible for determining the appropriate methodology for congestion hedging related to service to Participant as provided in Section 5.10.

- 2.03 If at any time Participant receives firm electric service from WAPA, MEAN shall serve as Participant's exclusive agent for scheduling and transmission of firm power and energy from WAPA, including without limitation WAPA's Loveland Area Projects (LAP), Salt Lake City Integrated Projects (SLC) and Upper Great Plains (UGP). As scheduling agent for Participant's firm power and energy from WAPA, MEAN will use reasonable efforts to ensure WAPA power is scheduled to comply with contractual requirements currently required under the Participant's contract with WAPA, and will use reasonable efforts to schedule WAPA power to the maximum advantage of the Participant. MEAN will manage all

market activities related to the firm power and energy from WAPA, including without limitation retaining all benefits and expenses in the markets. The Participant shall advise WAPA, in writing, that MEAN is designated by the Participant, pursuant to this Agreement, as the scheduling and transmission agent for the Participant's allocation(s) of WAPA capacity and energy, and that the Participant requests that all communications to Participant pertaining to the Participant's WAPA power allocation(s) or transmission service arrangements shall also be copied to MEAN, and that all communications to MEAN pertaining to the Participant's WAPA power allocation(s) or transmission service arrangements shall also be copied to Participant.

- 2.04 Integrated Resource Planning: During and for the term of this Agreement, MEAN will include Participant in MEAN's integrated resource planning.
- 2.05 NERC Responsibilities: MEAN's NERC standards obligations shall be limited to the MEAN duties regarding NERC compliance described in the applicable Policies and Procedures (currently Article II of the AMPP).
- 2.06 Other Services: MEAN may from time to time offer other rate-based services to Participant, which services will be subject to the terms and conditions issued by MEAN. The terms and conditions for such rate-based services may be modified at any time by MEAN and will apply to Participant upon issuance. MEAN may also from time to time offer non-rate based services to Participant by separate written agreement.
- 2.07 Notwithstanding anything to the contrary in this Agreement, Participant consents and agrees that MEAN may perform any and all of its duties and exercise its rights and powers under this Agreement by or through agents, subcontractors or employees appointed by MEAN. In addition, MEAN may delegate any or all of its duties under this Agreement to agents, employees or third parties appointed by MEAN.

SECTION III

Term

- 3.01 If the Effective Date set forth in Exhibit A is April 1, 2024, the Term is as follows: The initial term of this Agreement shall begin as of the Effective Date and shall continue for thirty (30) years. Commencing on April 1, 2029 and on each fifth anniversary of April 1 thereafter (each an "Extension Date"), the term of this Agreement will extend automatically for five additional years, so that the term will be thirty (30) years from such Extension Date, unless and until terminated as provided below, provided, however, that Participant will remain responsible for the amount equal to its Share, as defined below in Section 3.03.vi., multiplied by the Unfunded Resource Obligations, as defined below in Section 3.03.v.
- 3.02 If the Effective Date set forth in Exhibit A is later than April 1, 2024, the Term is as follows: The initial term of this Agreement shall begin as of the Effective Date and shall continue through March 31, 20____. Commencing on April 1, 20____ and on each fifth anniversary of April 1 thereafter (each an "Extension Date"), the term of this Agreement will extend automatically for five additional years, so that the term will be thirty (30) years from such Extension Date, unless and until terminated as provided below, provided, however, that Participant will remain responsible for the amount equal to its Share multiplied by the Unfunded Resource Obligations.

3.03 Termination:

- i. Either the Participant or MEAN may terminate the Agreement effective at the end of the then-current term by providing written notice to the other party within the applicable Notice Window, as defined below. Notice of termination may not be withdrawn unilaterally.
- ii. Notice Window shall mean the one (1) year period corresponding to MEAN’s Fiscal Year which ends twenty-five (25) years prior to the desired date of termination, which Notice Window will occur every five (5) years beginning the first day of MEAN’s Fiscal Year in 2028.
- iii. Examples of the Notice Window and Termination Date concepts are set forth below:

Notice Window (MEAN Fiscal Year)	Termination Date (if termination notice is provided during the applicable Notice Window)	Extension Term (if neither party provides termination notice during the applicable Notice Window)
2028-2029	March 31, 2054	Through March 31, 2059
2033-2034	March 31, 2059	Through March 31, 2064
2038-2039	March 31, 2064	Through March 31, 2069
2043-2044	March 31, 2069	Through March 31, 2074
2048-2049	March 31, 2074	Through March 31, 2079
2053-2054	March 31, 2079	Through March 31, 2084

- iv. MEAN shall have an estimate prepared of Agency Resource Obligations. This estimate shall be prepared on or before the January 1 immediately preceding the start of each Notice Window. MEAN may use a third-party to prepare all or some portion of each estimate. Each estimate shall be provided to a Participant upon request. If requested by MEAN, a Participant shall keep each estimate confidential. Each estimate is non-binding. Each estimate is provided only for informational purposes. Each estimate is only applicable to this subsection, and is not applicable to subsection vii below. The invoiced amount, under subsection vii below, is expected to vary from each estimate under this subsection, and the invoiced amount may be substantially higher than the estimate. The reasons for any such variation include, but are not limited to, the following:

- 1. This is an estimate;
- 2. The estimate of costs and expenses paid or incurred or to be paid or incurred by MEAN associated with or resulting from the termination, retirement from service and decommissioning of, Related Projects, which is one component of the Agency Resource Obligations, may be from third-party sources, and not from the owners or operators of the Related Projects; and
- 3. The estimate is made as of the applicable Notice Window, yet the invoiced cost will not be determined until the corresponding Termination Date (which is approximately 25 years after the applicable Notice Window).

MEAN has no obligation to update any estimate provided per this subsection.

- v. Unfunded Resource Obligations shall mean an amount determined by MEAN to be the portion of the following that remains unfunded as of the Termination Date: (i) an estimate of any and all costs and expenses paid or incurred or to be paid or incurred by MEAN associated with or resulting from the termination, retirement from service and decommissioning of, Related Projects; (ii) any and all notes, bonds or other evidences of indebtedness issued by MEAN or by the Public Power Generation Agency or its successor, outstanding as of April 1, 2024 and associated with one or more Related Project; and (iii) any and all notes, bonds or other evidences of indebtedness issued to refund the notes, bonds or other evidences of indebtedness described in (ii).
- vi. Share shall mean a ratio equal to that utilized by MEAN, in the Fiscal Year in which termination of this Agreement occurs, to calculate Participant's share of fixed costs. The method for determining such ratio shall be the same as the method used to calculate Participant's share of fixed costs under the then-current Schedule of Rates and Charges under Section IV.
- vii. On or before the December 1 immediately preceding the scheduled expiration or termination of this Agreement, MEAN shall prepare an invoice calculating the amount equal to Participant's Share multiplied by the Unfunded Resource Obligations. Participant shall pay MEAN the invoiced amount in accordance with the terms noted on the invoice. Payment in full of such amount shall be received by MEAN no later than the scheduled expiration or termination of this Agreement.
- viii. The provisions of this Section 3.03 shall survive expiration or termination of this Agreement.

3.04 Transition of Market Registration upon Expiration or Termination: This Section 3.04 is applicable to Participants whose load or resources are registered in a market at the time of scheduled expiration or termination of this Agreement. Participant agrees to make the necessary arrangements pursuant to the applicable Rules for (i) or (ii) below to facilitate a timely transition upon expiration or termination of this Agreement: (i) for Participant to become a market participant of the applicable market and meter agent for the loads and resource(s) which are the subject of this Agreement and manage settlements, transmission services, participate in the transmission congestion rights process, and perform capacity and resource adequacy reporting and requirements, or (ii) to transfer responsibility to a third-party market participant for market participation, meter agent submittals and settlements for such loads and resource(s) and for management of settlements, transmission services, participation in the transmission congestion rights process, and performance of capacity and resource adequacy reporting and requirements. Participant will meet the applicable Authority deadlines for a timely transition.

- i. If Participant does not timely transition upon expiration or termination of this Agreement as described above, the time period, if any, between the expiration or termination of the Term and the date of timely transition shall be referred to herein as the Late Transition Period. Unless and until MEAN and its third-party market participant are relieved of all responsibility for market participation, meter agent submittals, settlements, management of transmission services, participation in the transmission congestion rights process, and performance of capacity and resource adequacy reporting and requirements, on Participant's behalf to and by the market operator, services may continue as provided in this Agreement or MEAN, in its sole discretion, at any time:
 - a. may elect to cease providing services to Participant, or

- b. may elect to cease marketing Participant's load and resources but continue providing some or all of the other services to Participant, or
- c. may elect to continue marketing Participant's load and resources but cease providing some or all of the other services to Participant.

During the Late Transition Period, MEAN in its sole discretion may pass through any third party charges/credits incurred for Participant's load and resources in lieu of the standard charges for power and energy under the Schedule of Rates and Charges described in Section 4.02. For services provided during any time period in which the standard charges for power and energy under the Schedule of Rates and Charges are not applied to Participant, the Late Transition Rate described in Section 4.03.ii. shall apply, except with regard to the following: the pass-through function for resettlements and back charges, which shall be charged as set forth in Section 4.09. Regardless of MEAN's election under this paragraph, during the Late Transition Period MEAN will continue to pass-through third-party charges related to transmission, subtransmission, distribution, losses, ancillary services, the WAPA Allocation and other charges as provided in this Agreement.

If MEAN elects to continue providing any services during the Late Transition Period, the terms and conditions of this Agreement shall continue to apply but may be modified by MEAN at any time upon fifteen (15) days' advance written notice to Participant. If MEAN elects to discontinue providing some or all of the services during the Late Transition Period, the terms and conditions of this Agreement requiring MEAN to perform such services shall no longer be applicable, but all other terms and conditions of this Agreement shall remain in effect through the Late Transition Period.

- ii. Participant acknowledges and agrees that in the event of a termination of services as permitted by this Section 3.04, MEAN shall not be responsible for any penalties or charges incurred by the Participant arising out of or in connection with the termination of services, including, without limitation, market charges (such as day ahead, real-time, imbalance charges), fees and charges for transmission, ancillary services, applicable Authority fees and charges, taxes, and any applicable surcharges, and MEAN shall pass through to Participant, and Participant shall pay, any and all such penalties or charges incurred by MEAN or its third-party contractor related to market participation or performance of the duties of a meter agent.
- iii. The provisions of Section 3.04 shall survive expiration or termination of this Agreement.

SECTION IV Rates; Charges; Payments

- 4.01 Operating Expenses: Payments made by the Participant under this Agreement shall be made as an operating expense of the Participant's electric utility system, or other integrated utility system of the Participant of which the Participant's electric utility system may be a part, and from other funds of such system legally available therefor.
- 4.02 Modification of Schedule of Rates and Charges: The provisions of the Schedule of Rates and Charges may be modified or adjusted by the following procedures:

- i. Rate Review. The Schedule of Rates and Charges for service hereunder shall be contained in Exhibit B, as such Exhibit may be amended from time to time. MEAN shall design the Schedule of Rates and Charges for Total Requirements Service in accordance with this Agreement, which rates shall be nondiscriminatory, fair and reasonable (based primarily upon the cost of providing the electric power and energy or the service to which the rate or charge relates) and designed to be sufficient, but only sufficient, along with all other revenues of MEAN, to pay all Project Costs. The ratemaking methods used to develop these rates and charges shall be consistent with prudent utility wholesale rate-making procedures with the objective of recovering all Project Costs. These rates shall be determined by the Board of Directors of MEAN.

At such intervals as it shall determine appropriate, but in any event at least once each calendar year, the Board of Directors of MEAN shall review and, if necessary, revise the Schedule of Rates and Charges to insure that the rates thereunder continue to cover its estimate of the revenue requirements. Notice of such rate revisions shall be given to the Participant in accordance with the applicable Policies and Procedures for such notice, which Policies and Procedures shall provide that notice shall be given at least fifteen (15) days prior to the date the revised rate becomes effective.

The rates and charges established pursuant to this Agreement may contain various components including without limitation the following: fixed cost recovery charge, energy charge, green energy charge, renewable energy credit purchase charge, customer charge, automatic adjustment clauses including but not limited to a pooled energy adjustment, and a demand charge.

MEAN agrees that it will not charge any Purchaser rates more favorable than the rates charged Requirements Purchasers other than sales of surplus electric power and energy and sales to Contract Purchasers.

- ii. Records and Accounting: MEAN shall keep, or cause to be kept, accurate records and accounts in accordance with accounting principles generally accepted in the United States of America for regulated utilities. Participant shall have the right at any reasonable time to examine such accounts. MEAN shall cause such accounts to be audited annually by a firm of independent public accountants and shall make such audits available to Participant.
- iii. The Participant hereby recognizes that the Schedule of Rates and Charges in effect from time to time shall at all times be designed to ensure compliance by MEAN with the provisions of any Board Resolution with respect to Bonds outstanding.

4.03 The Schedule of Rates and Charges, as it may be modified from time to time, shall apply to Participant unless MEAN elects to pass through third party charges/credits for Participant's load and resources as described in Section 3.04. In addition, the following provisions shall apply:

- i. Termination Fee: The following termination fee shall apply if Participant's load or resources are registered in a market at the time of expiration or termination of this Agreement, due to the need for market registration arrangements to be changed with the market operator when the Participant transitions to a new market participant: Participant shall pay MEAN an administrative fee for any MEAN time required to unwind or change the market registration arrangements that were set up for the Participant pursuant to this Agreement. The

administrative fee shall be charged at MEAN's then-current hourly rate (subject to change from time to time as provided in the Schedule of Rates and Charges or upon written notice from MEAN to Participant) (Administrative Fee) plus any costs incurred from MEAN's third-party market participant and any costs assessed by the RTO/ISO or market operator. The provisions of this Section 4.03.i. shall survive expiration or termination of this Agreement.

- ii. Late Transition Rate: The rate for any services MEAN elects to provide during any time period in which the standard charges for power and energy under the Schedule of Rates and Charges are not applied to Participant, excluding the pass-through function for resettlements and back charges which shall be charged as set forth in Section 4.09, shall be two hundred percent (200%) of MEAN's then-current hourly rate, per month, plus any costs incurred from MEAN's third-party contractor related to market participation (collectively referred to as the Late Transition Rate). The provisions of this Section 4.03.ii. shall survive expiration or termination of this Agreement.

4.04 Invoices shall be rendered, and payment shall be made, in accordance with the General Terms and Conditions of Service. Except as provided in Section 12.02, the provisions of the General Terms and Conditions of Service govern any dispute by Participant of all or any part of the charges submitted by MEAN.

4.05 Governmental Imposition: The rates charged under this Agreement will be adjusted to reflect the impact of any Governmental Imposition. In addition, any Governmental Imposition assessed to MEAN after expiration or termination of this Agreement and relating to or arising out of service under this Agreement shall be passed through by MEAN to Participant and shall be paid by Participant.

4.06 If and to the extent MEAN is billed therefor, MEAN shall invoice Participant on a cost pass-through basis for firm capacity and energy allocations from WAPA and the cost of transmission, subtransmission, distribution, applicable losses as described in Section 5.08, and associated ancillary services. The provisions of this Section 4.06 shall survive expiration or termination of this Agreement.

4.07 Power Factor: If the Participant's power factor at any Point of Delivery is less than the percentage required by the Transmission Provider or any intervening carrier agency, the rates may be adjusted to reflect the required power factor and any third party charges, fines or penalties will be passed through to Participant.

4.08 Adjustments to Rates and Charges: In the event revenue collected through the applicable rates and charges in a Fiscal Year is not sufficient to cover actual costs and actual costs include costs applicable to service during the term of this Agreement, the MEAN Board of Directors may at its discretion assess a charge to Participant to recover Participant's share of such undercollection, and Participant will pay such charge regardless of whether it is assessed during or after the term of this Agreement. Similarly, in the event revenue collected through the applicable rates and charges in a Fiscal Year exceeds actual costs for such Fiscal Year and actual costs included costs applicable to service during the term of this Agreement, the MEAN Board of Directors may at its discretion issue a credit to Participant equal to Participant's share of such overcollection, regardless of whether the credit is issued during or after the term of this Agreement. MEAN will invoice and/or remit payment to Participant, as applicable, for amounts due under this Section 4.08. The provisions of this Section 4.08 shall survive expiration or termination of this Agreement.

- 4.09 Prior Period Adjustments and Resettlements: Back charges and credits assessed by a third party relating to or arising out of transmission service or market resettlements shall be paid as follows regardless of whether such amounts are assessed during or after the term of this Agreement: (i) MEAN will accumulate such charges and credits and periodically invoice and/or remit payment to the Participant for the net accumulated total during the eighteen (18) month period after expiration or termination of this Agreement; (ii) Participant will pay or reimburse MEAN for any such accumulated net charges invoiced; and (iii) Participant will receive any such accumulated net credits remitted. After the initial eighteen (18) month period after expiration or termination of this Agreement, MEAN will monitor such charges and credits and may invoice and/or remit payment to the Participant for the net accumulated total if the amount is deemed material in MEAN's sole discretion. This Section 4.09 shall include without limitation prior period adjustments and resettlements by an Authority, but shall not apply to charges and credits associated with congestion hedging activity which are addressed in Section 5.10. In addition, MEAN will charge the Administrative Fee for this pass-through function. The provisions of this Section 4.09 shall survive expiration or termination of this Agreement.

SECTION V

Service Characteristics; Point of Delivery; Transmission; Point of Measurement; Facilities; Interruption of Service

- 5.01 MEAN, at all times, will exercise reasonable care and diligence in scheduling its energy so as to furnish the Participant, as nearly as practicable, a continuous supply of electric power and energy. The electric power and energy supplied hereunder shall be delivered at the Point of Delivery. The Participant agrees that any anticipated material changes in, or additions to, its total connected load, other than changes or additions resulting from normal load growth, shall be reported to MEAN in writing sufficiently in advance of any such changes to enable MEAN to accommodate such changes.
- 5.02 The Participant and MEAN acknowledge and agree that MEAN will use reasonable efforts to procure, if necessary, and to utilize, network integration transmission service or other firm transmission service as may be available from the Transmission Provider, from which transmission service is required to deliver power and energy from MEAN's generation resources or suppliers. The Participant acknowledges that transfers of functional control by the Transmission Provider of its transmission facilities to another RTO, ISO, market operator or other third party, or any corresponding change in configuration for delivery of electric power and energy for Participant, are outside the control of MEAN.
- 5.03 In the event MEAN agrees to utilize Participant's service agreement for network integration transmission service, if any, with the Transmission Provider in lieu of MEAN procuring or utilizing network integration transmission service in MEAN's name, Participant shall designate MEAN as its transmission agent on the Transmission Provider's system for delivery of firm power and energy from MEAN and Transmission Provider. Participant shall also designate WAPA resources and this Agreement as network resources on the Transmission Provider's system. For purposes of clarity, Participant will notify Transmission Provider in writing that a copy of all transmission notifications shall be sent to MEAN, along with the original copy to Participant for its records. Participant will consult MEAN and obtain MEAN's consent prior to modifying its service agreement for network integration transmission service with Transmission Provider, including without limitation any changes to the designated network resources, network loads, delivery points, points of receipt, or voltages.
- 5.04 Participant's Network Service Delivery Point: The Parties further agree that if Participant desires to modify its service agreement for network integration transmission service with the Transmission

Provider to specify a new delivery point for network service to Participant, MEAN and Participant will coordinate efforts to determine the impact of the new or multiple delivery points. Any and all costs associated with the new delivery point(s), including but not limited to transmission facilities charges, transmission interconnection charges and charges for ancillary services, shall be borne by Participant.

- 5.05 In no event shall the Point of Delivery be interpreted to require the use of a specific transmission, subtransmission or distribution service path. Participant acknowledges and agrees that MEAN does not own or operate the transmission subtransmission or distribution service systems used to serve the Participant, and therefore, Participant will hold MEAN harmless from and will reimburse MEAN for all costs incurred by MEAN in connection with transmission service to the Participant due to changes in the Point of Delivery, Transmission Provider, or the transmission, subtransmission or distribution service.
- 5.06 If the Participant requires any service across an intervening system to deliver power and energy from the Point of Delivery to the Participant's system, such service and the charges therefor, shall be the responsibility of Participant. MEAN may agree to procure such service for the Participant. MEAN will pass through to Participant, and Participant will reimburse MEAN for, all costs of such service, in addition to any other transmission charges payable by the Participant to MEAN under this Agreement.
- 5.07 The Point of Measurement, which is the point(s) where electric power and energy are metered for the purpose of billing, shall be as set forth in Exhibit D. Metered quantities may be adjusted for losses to the Point of Delivery.
- 5.08 The Participant is responsible for all costs associated with transmission, subtransmission and distribution for delivery of firm power and energy to Participant, including without limitation impact studies or transmission facilities necessary for the procurement or for maintaining the Network Integration Transmission Service Agreement. In addition, MEAN may pass through to Participant, or may adjust billings to Participant to account for, any applicable losses related to delivery of firm power and energy to Participant under this Agreement. MEAN will not be responsible for facility upgrade costs. The provisions of this Section 5.08 shall survive expiration or termination of this Agreement.
- 5.09 Participant is responsible to pay for ancillary service schedules for scheduling, system control and dispatch service, reactive supply and voltage control, and regulation frequency response service, FERC assessment charge and other schedules that may be charged under the applicable Rules. MEAN in its sole discretion may from time to time elect to rate-base all or a portion of any such charges.
- 5.10 MEAN in its sole discretion will determine the appropriate methodology for congestion hedging related to service to Participant, including without limitation auction revenue rights, transmission congestion rights and financial transmission rights. MEAN will receive and retain all charges and credits associated with such congestion hedging activity.
- 5.11 Participant's Lines and Equipment: Participant agrees to install the necessary equipment at each Point of Delivery based on requirements of the Transmission Provider or any intervening carrier agency, including without limitation the following:
- i. such protective equipment at any Point of Delivery as the Transmission Provider or intervening carrier agency in its discretion may deem necessary,

- ii. such equipment as the Transmission Provider or intervening carrier agency in its discretion may deem necessary to address power factor or voltage regulation, and
- iii. such equipment as the Transmission Provider or intervening carrier agency in its discretion may deem necessary to reasonably limit fluctuations and disturbances determined by MEAN, the Transmission Provider, or intervening carrier agency to be objectionable. Power shall be used in such a manner as will not cause objectionable voltage fluctuations or other electric disturbances on the interconnected transmission system. The Participant shall notify MEAN immediately of any defect, trouble or accident which may, in any way, affect the delivery of power by MEAN to the Participant.

Any third party charges, fines or penalties assessed to MEAN relating to requirements of the Transmission Provider or any intervening carrier agency as described in this Section 5.11 will be passed through to Participant.

- 5.12 All lines, substations and other electrical facilities (except metering equipment installed by MEAN) located on the Participant's side of the Point of Delivery shall be furnished, installed and maintained by the Participant.
- 5.13 Interruption of Service: In events that could precede the declaration of an emergency on the system of Transmission Provider, intervening carrier agency or balancing authority, the Participant agrees to institute the same system of scheduling, limiting or curtailing service to its customers as requested by the balancing authority.

SECTION VI RTO/ISO

- 6.01 The Parties agree to work together in good faith to make necessary or desired changes to the terms and conditions of this Agreement to honor the intent of this Agreement in the event the Transmission Provider transfers functional control of its transmission system to an RTO, ISO, or market operator or otherwise transfers functional control to another entity.

SECTION VII Metering and Telemetry

- 7.01 Participant shall provide or cause to be provided telemetry data access to MEAN, or access to MEAN to access the data recorder (or successor recorders which must be compatible with the then-current MEAN equipment) located at the Point of Measurement, for scheduling and billing purposes. Any and all costs associated with replacing and maintaining the data recorders in order to stay compatible with MEAN's system shall be borne by the Participant.
- 7.02 The Participant and applicable Transmission Provider will determine the appropriate revenue metering equipment. MEAN has installed or will install a data recorder from which to schedule the load and/or generation or has arranged alternate methods to collect and record metering data for Participant to ensure accurate billing or to schedule the load and generation. Any costs of MEAN equipment, maintenance and communication with MEAN's telemetry will be borne by MEAN. Any cost charged by the applicable Transmission Provider as part of its transmission services, including metering and communication costs, will be paid for by the Participant.

- 7.03 The Participant shall permit the use of its available housing and other facilities for MEAN's metering equipment, and MEAN shall grant to the Participant space, if available, for check metering installations.
- 7.04 Right of Access: MEAN, the Transmission Provider and any intervening carrier agency shall have access to the Participant's premises at all reasonable times for the purpose of reading meters and for installing, testing, repairing, renewing, exchanging or removing any or all equipment installed by MEAN or third parties.
- 7.05 Participant's Responsibility for MEAN's Property: All meters and other facilities furnished by MEAN and installed on the Participant's property shall be and remain MEAN's property, and the right to remove, replace or repair such meters and other facilities is expressly reserved to MEAN. The Participant shall exercise due care to protect MEAN's property located on the Participant's premises, and MEAN shall exercise due care to protect the Participant's property located on MEAN's premises.

SECTION VIII Commitment of Capacity

- 8.01 If Participant owns generating facilities receiving or approved to receive capacity compensation from MEAN as of April 1, 2024, Participant hereby, by free and willful action of its responsible authorities, contractually commits to MEAN the energy output of all such existing generating facilities, subject to Section 8.03. This Section 8.01 shall not apply to the following generating facilities: (i) Participant's owned generating facilities which were subject to a separate marketing agreement between MEAN and Participant as of April 1, 2024 under which MEAN markets such generating facilities on behalf of Participant, or (ii) Participant's owned generating facilities which were subject to a separate supplemental agreement between MEAN and Participant as of April 1, 2024 under which certain facilities are committed to MEAN or are utilized to reduce Participant's purchases of electricity from MEAN.
- 8.02 For any existing or new generating facilities of Participant not qualifying under Section 8.01, Participant hereby grants MEAN an Option to enter a capacity compensation arrangement with Participant subject to the terms of this Agreement. MEAN has the right, but not the obligation, to exercise the Option at MEAN's sole discretion within one hundred twenty (120) days of the occurrence of (i) or (ii) below or within one hundred fifty (150) days of (iii) below (each a "Condition" and collectively the "Conditions"), which Conditions and exercises may arise from time to time during the Term of this Agreement: (i) upon execution of this Agreement, (ii) upon Participant's acquisition of the facility(ies), and (iii) upon MEAN's receipt of Participant's offer under Section 8.04 or upon actual or constructive notice to MEAN of Participant's offer to sell the capacity or energy to a third party or acceptance of an offer from a third party to purchase such capacity or energy. The failure of MEAN to exercise the Option within one hundred twenty (120) days of the occurrence of (i) or (ii) above or within one hundred fifty (150) days of (iii) above, or if MEAN actually exercises the Option with regard to any of the Conditions, will not preclude or foreclose the ability of MEAN to exercise the Option at a later date in response to any future occurrence of any of the Conditions, consistent with the timelines set forth in this Section 8.02. The Option shall not expire until this Agreement is terminated.

With regard to (i) above, Participant shall, at least thirty (30) days prior to execution of this Agreement, notify MEAN in writing in accordance with Section 17.07, of the existence of any and all existing Participant generating facilities not committed to MEAN and of the opportunity to exercise the Option.

With regard to (ii) above, Participant shall, at least thirty (30) days prior to Participant's acquisition, notify MEAN in writing in accordance with Section 17.07, of the opportunity to exercise the Option.

Failure of Participant to properly and timely notify MEAN as set forth above will result in MEAN's right to exercise the Option within a period of one hundred fifty (150) days after the Executive Director of MEAN receives actual notice of the occurrence of the Condition.

- i. Upon the occurrence of any of the Conditions, the following shall occur: The Option may be exercised at the sole discretion of MEAN upon approval by the MEAN Board of Directors. A decision to exercise the Option by the MEAN Board of Directors shall give the terms of the Option immediate effect.
- ii. The terms of the Option, applicable immediately when the Option is exercised, are as follows:
 - a. MEAN shall notify Participant of the decision to exercise the Option in writing, in accordance with Section 17.07, within ten (10) days of the vote to exercise the Option by the MEAN Board of Directors.
 - b. Participant hereby, by free and willful action of its responsible authorities, contractually commits to MEAN the energy output of all such generating facilities for which MEAN exercises the Option, in exchange for a capacity compensation payment, subject to Section 8.03.

The capacity compensation payment shall be paid to Participant at the rate established by, and as may be modified from time to time by, the MEAN Board of Directors. In determining the amount of Participant's capacity compensation payment, MEAN shall classify Participant's facilities based on size, fuel type, and any other characteristics that may be established by the MEAN Board of Directors from time to time. The MEAN Board of Directors shall create and maintain standardized facility classifications, and all Participants with the same classification shall be paid the same capacity compensation amount as other Participants with the same classification.

This Section 8.02 shall not apply to the following generating facilities: (i) Participant's owned generating facilities which were subject to a separate marketing agreement between MEAN and Participant as of April 1, 2024 under which MEAN markets such generating facilities on behalf of Participant, (ii) Participant's owned generating facilities which were subject to a separate supplemental agreement between MEAN and Participant as of April 1, 2024 under which certain facilities are committed to MEAN or are utilized to reduce Participant's purchases of electricity from MEAN, or (iii) generating facilities approved by the MEAN Board of Directors to reduce Participant's purchases of electricity from MEAN.

- 8.03 The rules and regulations for determining accredited capacity shall be those rules established by the MEAN Board of Directors. Compensation for generating facilities committed to MEAN will be paid at the rate established by, and as may be modified from time to time by, the MEAN Board of Directors.
- 8.04 Participant shall not offer to sell to a third party or accept an offer for a third party to purchase, the capacity or energy from Participant's electric generating facilities, without first offering MEAN the

right to purchase rights to the capacity and associated energy. This offer will serve as a Condition under Section 8.02.

- 8.05 **Limitation on Private Business Use:** It is the intent of the Parties to preserve the tax-exempt status of any outstanding and future financing (including bonds, notes, or otherwise) used by Participant for or in relation to the generating units committed to MEAN under this Section VIII, including any improvements thereto, or which may be secured in any way by such generating units or any revenues generated therefrom (all of which shall be collectively referred to herein as the "Participant Financings"). Notwithstanding any other terms in this Agreement, MEAN represents and agrees that it has not entered into, nor will it enter into, any contract or other agreement that would jeopardize the tax exempt status of the Participant Financings (whether currently outstanding or thereafter to be issued), and it will not take any action, or fail to take any required action, that would jeopardize the tax exempt status of those bonds (whether currently outstanding or thereafter to be issued). Notwithstanding any other terms in this Agreement (including but not limited to Section XIII (regarding limitation of liability) of this Agreement), if MEAN markets, transfers or sells any capacity or energy from such generating units committed to MEAN to a third party and the use, transfer, or sale of the capacity and/or energy creates or constitutes "private business use" under the Internal Revenue Code or regulations promulgated thereunder in an amount that would affect the eligibility of interest on the Participant Financings (whether then outstanding or thereafter to be issued) for Federal tax-exempt status, MEAN agrees to indemnify and hold harmless Participant from and against any and all losses, costs, liabilities, damages and expenses (including without limitation attorneys' fees and expenses and the marginal costs of the Participant Financings being declared taxable) of any kind incurred or suffered by Participant, as a result of or in connection with any use, transfer, sale, or resale of the capacity and/or energy.

SECTION IX Right of Way

- 9.01 The Participant hereby grants the right, privilege and easement of a right of way to construct, operate and maintain, together with rights of ingress and egress, electric lines and facilities for delivery of electric power and energy hereunder over and across land owned by the Participant or land over which it may grant such permission.

SECTION X Covenants of the Participant

- 10.01 Covenant as to Rates: Participant covenants and agrees that it will fix rates and charges for the services of its municipal electric utility system, and revise the same from time to time, and collect and account for the revenues therefrom, so that such rates and charges will produce revenues and receipts which will at all times be sufficient to enable Participant to pay the amounts payable by it hereunder when and as the same become due, to carry out its other obligations hereunder and to pay all other amounts which are payable from or a charge upon the revenue derived from the operation of its municipal electric utility system as and when the same become due.
- 10.02 The Participant agrees that it shall at all times operate or cause to be operated its municipal electric utility properly and in an efficient and economical manner, consistent with good business and Prudent Utility Practice.
- 10.03 Any payments for electric power and energy provided under this Agreement shall be payable as

operating expenses of the Participant's electric system. The Participant shall not after the date of execution and delivery of this Agreement execute or adopt any instrument securing bonds, notes or other indebtedness payable from and secured by a lien on the revenues derived from the ownership or operation of its electric system unless such instrument recognizes the status of the payments referred to in the preceding sentence. This Section 10.03 shall not apply to any instrument securing bonds, notes or other evidences of indebtedness outstanding on the date of this Agreement except instruments executed or adopted during the term of the Original Agreement.

- 10.04 The Participant agrees to advise MEAN at least once each year of its estimated power supply requirements for the next fifteen (15) years.

SECTION XI
Collateral

- 11.01 MEAN may require security to ensure its risks associated with this Agreement are mitigated. If from time to time MEAN has reasonable grounds for insecurity regarding the performance of any obligation under this Agreement by the Participant, MEAN may demand Adequate Assurance of Performance. Participant hereby grants to MEAN a continuing first priority security interest in, lien on, and right of setoff against all Adequate Assurance of Performance in the form of a cash deposit made by Participant pursuant to this Section. Such cash deposit will be held in a segregated interest-bearing account, controlled by MEAN with interest accruing to Participant. Upon the return by MEAN to Participant of such Adequate Assurance of Performance, the security interest and lien granted hereunder on that Adequate Assurance of Performance shall be released automatically and, to the extent possible, without any further action by either party.
- 11.02 In addition to the Adequate Assurance of Performance requirements above, Participant agrees to provide additional security as may be required by an Authority from time to time for MEAN to perform services under this Agreement. MEAN will pass through the costs of such credit requirements to Participant, and Participant agrees to promptly pay MEAN for such costs incurred. The provisions above regarding security interests and rights of setoff shall apply to such additional credit.

SECTION XII
Default by Participant; Default by Other Purchasers

- 12.01 The provisions of Section XII shall apply in lieu of the provisions of the General Terms and Conditions of Service addressing Remedies Upon Breach (currently Section 12.03).
- 12.02 Default by Participant.
- i. MEAN and the Participant hereby agree that any default by the Participant with respect to the payment of any billing because of any dispute shall be handled accordingly to the provisions of Article 13 of Chapter 70 of the Nebraska Revised Statutes and the provisions of the General Terms and Conditions of Service applicable to payment disputes (currently Section 8.02) to the extent that such provisions of the General Terms and Conditions of Service supplement or are not inconsistent with Article 13.
 - ii. If the Participant fails to comply with any of the terms, conditions and covenants of this Agreement (other than a failure to make a payment for which provision is made in subsection i of this Section or an Event of Default as defined in Section 12.04) and such failure continues

for a period of fifteen (15) days, MEAN shall give notice to the Participant. If such failure is not cured within thirty (30) days from the date of the mailing of such notice, it shall constitute a default on the part of the Participant. MEAN shall give copies of each of the foregoing notices to the other Purchasers. In the event of such a default by the Participant, MEAN shall have all of the rights and remedies provided at law or in equity, including mandamus, injunction and action for specific performance, as may be necessary or appropriate to enforce against the Participant any of such terms, conditions and covenants with which the Participant has failed to comply.

- 12.03 Default by Other Purchaser: The Participant understands that default by any other Purchasers in making payments to MEAN could occur. In the event of such a default the Participant agrees that MEAN may be forced to revise the Schedule of Rates and Charges in accordance with the procedure outlined in Section 4.02.i. hereof, in order to maintain revenues sufficient to pay the Project Costs. MEAN shall commence legal action immediately against any such defaulting Purchaser; recoveries resulting from judgments rendered against any such defaulting Purchaser shall be distributed among other Purchasers from MEAN in proportion to the amounts paid to MEAN for purposes of covering deficits caused by the defaulting Purchaser. The Participant agrees that it will not have any direct cause of action against any such defaulting Purchasers; all defaults arising under any contract with MEAN shall impose an obligation upon MEAN to use its best efforts to recover against any such defaulting Purchasers.
- 12.04 In addition, the following events shall constitute an event of default (Event of Default) hereunder: Participant is unable to pay its debts as they fall due; Participant fails to perform any obligation to MEAN with respect to any collateral relating to this Agreement; or Participant fails to give Adequate Assurance of Performance within fourteen (14) business days of a written request by MEAN. In the event of an Event of Default under this Agreement, MEAN is entitled to a funding of the letter of credit or use of the cash deposit and shall have the right, at its sole election, to immediately withhold and/or suspend services, deliveries or payments upon written notice, to net payments due by MEAN against amounts outstanding from Participant, and/or to terminate this Agreement in the manner provided below, in addition to any and all other remedies available hereunder or at law or in equity. If an Event of Default has occurred and is continuing, the non-defaulting party shall have the right, by written notice to the defaulting party, to designate a day, no earlier than the day such notice is given and no later than 15 days after such notice is given, as an early termination date for this Agreement and all services and deliveries hereunder, provided, however, that Participant will remain responsible for the amount equal to its Share multiplied by the Unfunded Resource Obligations. Participant acknowledges and agrees that in the event of a suspension or termination of services as permitted by this Section, MEAN shall not be responsible for any penalties or charges incurred by the Participant arising out of or in connection with the suspension or termination of services including without limitation market charges such as imbalance/Real Time charges, fees and charges for transmission, ancillary services, applicable Authority fees and charges, taxes, and any applicable surcharges.

SECTION XIII

Limitation of Liability; Consequential Damages

- 13.01 Participant has evaluated the benefits and risks associated with this Agreement. Participant acknowledges that of the amount paid by Participant under this Agreement (i) a substantial portion is paid by MEAN to third parties (examples include without limitation pass-through costs and costs associated with capacity and energy), and (ii) a very minor portion is retained by MEAN for its services under this Agreement. Subject to the specific limitation of liability in Section 13.02 for services

provided under Section 2.06, MEAN's total liability to Participant for any loss or damage arising out of or in connection with the performance of services or any other cause, whether based on contract, tort or any other legal theory, excluding loss or damage caused by MEAN's gross negligence or MEAN's willful and wanton misconduct, shall not exceed the higher of the amount of a covered insurance claim that is accepted and ultimately paid out by the insurance carrier for Participant's damages, net of defense costs, or the portion of the amount paid by Participant in the twelve (12) months preceding the claim that is for MEAN's administrative and general operating expenses, as set forth in the applicable MEAN budget(s), which amount is intended to be a reasonable approximation of the amount paid by Participant to MEAN for services under this Agreement (excluding pass-through costs and costs associated with capacity and energy, including without limitation fees and charges for transmission, ancillary services, auction revenue rights, transmission congestion rights, financial transmission rights, applicable Transmission Provider, intervening carrier agency and Authority fees and charges, taxes, any applicable surcharges or penalties, capital projects, and debt service). The provisions of this Section 13.01 shall survive expiration or termination of this Agreement.

- 13.02 Notwithstanding any other provision of this Agreement, MEAN's total liability to Participant for any loss or damage arising out of or in connection with the performance of services under Section 2.06, whether based on contract, tort or any other legal theory, excluding loss or damage caused by MEAN's gross negligence or MEAN's willful and wanton misconduct, shall not exceed the cost for MEAN to provide such services to Participant under Section 2.06 in the twelve (12) months preceding the claim, based on MEAN's then-current hourly rate for services. The provisions of this Section 13.02 shall survive expiration or termination of this Agreement.
- 13.03 IN NO EVENT SHALL MEAN BE LIABLE UNDER ANY PROVISION OF THIS AGREEMENT FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUE, OR CLAIMS OF PARTICIPANT FOR SUCH DAMAGES, EVEN IF MEAN IS EXPRESSLY INFORMED OF THE SAME. THE PROVISIONS OF THIS SECTION 13.03 SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

SECTION XIV
Use of Power and Energy

- 14.01 Participant shall not sell at wholesale any of the electric energy and power delivered to it hereunder to any purchaser from the Participant for resale by that purchaser, unless such resale is specifically approved in writing by MEAN. The Participant agrees that it will not use or permit to be used any power purchased from MEAN in any manner or for any purpose which would adversely affect the tax exempt or tax advantaged status of interest on any bonds for federal income tax purposes; this prohibition shall include contracts between the Participant and certain nonexempt persons or corporate bodies for the sale of power and energy. The Participant agrees to provide such information as MEAN may request from time to time to confirm the Participant's compliance with the provisions of this Section.
- 14.02 Participant covenants and agrees that it will use the power and energy delivered to it under this Agreement to provide electric service to retail electric customers located within its established electric service area under generally applicable and uniformly applied rate schedules or tariffs. Any other resale of the power and energy delivered to the Participant under this Agreement shall require the prior written approval of MEAN.

SECTION XV
Force Majeure

- 15.01 MEAN shall not be considered to be in default with respect to any obligation hereunder if prevented from fulfilling such obligation by reason of uncontrollable forces, nor shall a cause of action for damages against MEAN accrue to the Participant, or any of its inhabitants, and the Participant shall save MEAN harmless from any and all such claims. The term “uncontrollable forces” shall be deemed, for the purposes hereof, to mean storm, flood, lightning, earthquake, fire, explosion, civil disturbance, labor disturbance, sabotage, terrorism, cyberattack, civil disturbance, war or the consequences thereof, insurrection, riot, acts of God or the public enemy, pandemic, national or regional emergency, breakage or accident to machinery or equipment, failure of or threat of failure of facilities, material shortage, restraint by court or public authority, directive, curtailment, order, regulation, restriction or other act or omission by an Authority, or other causes or acts beyond the control of MEAN. In the event MEAN is unable to fulfill any obligation by reason of uncontrollable forces MEAN will exercise due diligence to remove such disability with reasonable dispatch, but such obligation shall not require the settlement of a labor dispute except in the sole discretion of MEAN.

SECTION XVI
General Terms and Conditions of Service

- 16.01 Except as otherwise provided in this Agreement, the General Terms and Conditions of Service, attached hereto, are made part of this Agreement the same as if they had been expressly set forth herein.

SECTION XVII
Miscellaneous

- 17.01 It is mutually agreed and understood that the obligations imposed by the provisions of this Agreement are only such as are consistent with applicable state and federal law. The parties further agree that if any provision of this Agreement becomes in its performance inconsistent with state or federal law or is declared invalid, the Parties will in good faith negotiate to modify the agreement accordingly.
- 17.02 Independent Contractor: MEAN shall perform the services under this Agreement as an independent contractor and shall not be treated as an employee of Participant for federal, state or local tax purposes, workers’ compensation purposes, or any other purpose. Nothing contained in this Agreement shall be deemed to create or constitute an employer-employee relationship, a partnership or joint venture between the Parties.
- 17.03 No Third-Party Beneficiaries: The Parties do not intend to confer and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation or entity other than the Parties.
- 17.04 No Legal Services: MEAN’s services under this Agreement shall not constitute the rendering of legal advice, or the providing of legal services, to the Participant.
- 17.05 Compliance with Rules, Policies and Procedures: The Parties understand and agree that this Agreement and the services and obligations hereunder are subject to all applicable Rules, and the terms and conditions stated herein are subject to modifications resulting from changes in any such Rules. In addition, Participant agrees to comply with Policies and Procedures.

- 17.10 Severability: The parties hereto agree that if any of the provisions of this Agreement shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, such illegality or invalidity shall not affect any other provision hereof, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein, and the rights and obligations of the parties shall be construed and enforced accordingly.
- 17.11 Amendments: This Agreement may be amended only by a written instrument signed by duly authorized representatives of each of the parties.
- 17.12 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
- 17.13 The delivery of this Agreement by electronic mail or other means of electronic transmission with an electronic signature in PDF or other mutually acceptable digital format by an authorized representative of each party shall be deemed an original for execution and enforcement of this Agreement.
- 17.14 This Agreement, the General Terms and Conditions of Service, and the Policies and Procedures issued by MEAN from time to time constitute the complete agreement of the parties relating to the matter specified in this Agreement and supersede all prior representations or agreements, whether oral or written, with respect to such matters. No modification of this Agreement shall be binding upon either party unless agreed to in writing and signed by both parties.

SECTION XVIII
Representations and Warranties

- 18.01 Section XVIII applies only if Participant is a political subdivision of the State of Colorado.
- 18.02 Participant has established by ordinance a Utility Enterprise (Enterprise) having all the authority to act and operate in all respects as an Enterprise under Colorado law, Colorado Constitution Article X, Section 20 (commonly known as the Taxpayer's Bill of Rights or "TABOR"). The parties agree that, if the Enterprise loses its enterprise status as a result of the Enterprise receiving ten (10) percent or more of its annual revenue in grants from all Colorado state and local governments combined, that will not constitute a breach of this Agreement. However, the loss of enterprise status, for any reason, does not permit or allow the Enterprise or the Participant to fail to pay any amounts owed under this Agreement or excuse performance under any other term. In addition, if the Enterprise loses its Enterprise status, for any reason, the Participant and the Enterprise are required to regain Enterprise status in the next fiscal year. MEAN recognizes that if a court of competent jurisdiction issues a final non-appealable decision that determines that (a) the Participant has lost its status as an "Enterprise" within the meaning of TABOR, and (b) the payments required to be made by the Participant under this Agreement must be subject to annual appropriation in order to comply with TABOR, then the Participant's payment obligations hereunder will be contingent upon the annual appropriation of funds sufficient to pay all amounts due hereunder. In the event of a decision described in the preceding sentence, the Participant's budget staff shall take all actions required in accordance with law to (i) include an item for expenditure in the final annual budget (or an amendment thereto) that is submitted to the Participant's governing body for approval that is sufficient to pay all amounts due under this Agreement and (ii) complete all procedural steps up to a formal appropriation.

- 18.03 Participant and Enterprise represent and warrant that this Agreement has been executed in compliance with or is otherwise not subject to TABOR.
- 18.04 Participant shall provide an opinion of Participant's legal counsel that this Agreement has been duly authorized, executed and delivered by Participant and/or Enterprise and that all financial obligations undertaken or assumed by the Participant and/or Enterprise in connection herewith are valid and enforceable against the Participant and/or Enterprise in accordance with the terms of this Agreement.

[SIGNATURE PAGE FOLLOWING]

IN WITNESS WHEREOF, the Participant and MEAN have caused this Service Schedule M, Amended and Restated Total Power Requirements Power Purchase Agreement to be executed by these duly authorized officers, the day and year shown below.

MUNICIPAL ENERGY AGENCY OF NEBRASKA

PARTICIPANT: CITY OF CRETE, NEBRASKA

By: _____

By: _____

Printed
Name: _____

Printed
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

By _____
City Clerk

(SEAL)

SSMAmendedAndRestated20231116

Service Schedule M
Amended and Restated Total Power Requirements Power Purchase Agreement

Exhibit A

DEFINITIONS

"Act" means the Municipal Cooperative Financing Act of Nebraska and all acts supplemental thereto or amendatory thereof.

"Adequate Assurance of Performance" means sufficient security in the form, amount, for a term, and from an issuer, all as reasonably acceptable to MEAN, including, but not limited to a cash deposit, an irrevocable standby letter of credit, or a prepayment.

"Administrative Fee" shall have the meaning set forth in Section 4.03.i.

"Agency Resource Obligations" means an amount determined by MEAN to be the estimated portion of the following that remains outstanding as of the end of the then-current term: (i) an estimate of any and all costs and expenses paid or incurred or to be paid or incurred by MEAN associated with or resulting from the termination, retirement from service and decommissioning of, Related Projects; (ii) any and all notes, bonds or other evidences of indebtedness issued by MEAN or by the Public Power Generation Agency or its successor, outstanding as of April 1, 2024 and associated with one or more Related Project; and (iii) an estimate of any and all notes, bonds or other evidences of indebtedness issued to refund the notes, bonds or other evidences of indebtedness described in (ii).

"Agreement" means the Amended and Restated Total Power Requirements Power Purchase Agreement executed by and between MEAN and the Participant.

"AMPP" means the Asset Management Policies and Procedures approved by the MEAN Board of Directors, as such may be modified, supplemented, renamed or superseded from time to time by the MEAN Board of Directors, including any successor documents or policies adopted by the MEAN Board of Directors.

"Authority" means any governmental entity or regulatory body having or asserting jurisdiction, market operators, and entities owning and/or operating the interconnected transmission system applicable to service to Participant and any intervening system. Authority shall include without limitation FERC, NERC, RTO, ISO, market operators, regional reliability entities, the transmission providers, intervening carrier agencies, and balancing authorities.

"Bond Resolution" means the resolution or indenture or agreement pursuant to which Bonds are issued.

"Bonds" means any notes, bonds or other evidences of indebtedness issued by MEAN, or in the event that MEAN enters into a specific contractual arrangement for a specific Project, the unconditional payment obligations associated with such arrangements.

"Condition" shall have the meaning set forth in Section 8.02.

"Contract Purchaser" means an entity which has elected pursuant to Section 3.01(c) of its original Service Schedule M agreement not to participate in a Project proposed pursuant to such Section 3.01(c) and which

has not executed an amended and restated Service Schedule M agreement effectively eliminating the entity's election of Contract Purchaser status.

"Data" shall have the meaning set forth in Section 17.06.

"Effective Date" means April 1, 2024.

"Event of Default" shall have the meaning set forth in Section 12.04.

"Extension Date" shall have the meaning set forth in Section III.

"FERC" means the Federal Energy Regulatory Commission or any successor federal agency having comparable regulatory authority and responsibilities over electric utilities.

"Fiscal Year" means MEAN's fiscal year, which shall initially be April 1 through March 31 and which may be changed from time to time as determined by the MEAN Board of Directors.

"General Terms and Conditions of Service" means the MEAN General Terms and Conditions of Service dated effective January 23, 2020 approved by the MEAN Board of Directors.

"Governmental Imposition" means changes in or additions to costs or expenses caused by any environmental or other regulation, or any sales tax, property tax, energy use tax, energy carbon tax, surcharge or other governmental or regulatory fees or penalties (including without limitation emissions allowances, renewable portfolio standards, charges, fines or expenses), any ISO, RTO, imbalance market or integrated market fees or costs, or penalties, or any Authority fees or penalties, which are imposed, adopted, implemented or enforced after the execution of this Agreement or which occur as a result of a change after the execution of this Agreement in the interpretation or enforcement by the governmental or regulatory body of an existing governmental imposition, and any changes to expenditures for MEAN's owned, purchased or leased power supply resources caused by or resulting from any change in law, rule or regulation.

"ISO" means an independent system operator approved by FERC.

"Late Transition Period" shall have the meaning set forth in Section 3.04.i.

"NERC" means the North American Electric Reliability Corporation or any successor organization authorized to ensure the reliability of the bulk power system for North America.

"Notice Window" shall have the meaning set forth in Section 3.03.

"Option" means the right of MEAN to elect to require Participant to commit certain capacity to MEAN as set forth in Section 8.02.

"Original Agreement" means the predecessor Service Schedule M, Total Power Requirements Power Purchase Agreement executed by and between MEAN and Participant, if any.

"Point of Delivery" shall have the meaning set forth in Exhibit D.

"Point of Measurement" shall have the meaning set forth in Exhibit D.

"Policies and Procedures" means policies and procedures established or modified from time to time by the MEAN Board of Directors, including without limitation the AMPP, Renewable Distributed Generation Policy, the MEAN Financial and Administrative Policies and Guidelines, and the MEAN Operational Policies and Guidelines, as such may be modified, supplemented, renamed or superseded from time to time by the MEAN Board of Directors, including any successor documents or policies adopted by the MEAN Board of Directors.

"Project" means any "power project", as defined by the Act, (i) which is designed to provide a power supply resource to MEAN which has an expected usable life in excess of fifteen (15) years or access to a power supply resource to MEAN for a period of fifteen (15) years, or (ii) which is designated by the Board of Directors of MEAN to be a "Project" for purposes of this Agreement.

"Project Costs" means all costs and expenses paid or incurred or to be paid or incurred by MEAN resulting from the ownership, operation, maintenance, termination, retirement from service and decommissioning of, and repair, renewals, replacements, additions, improvements, betterments and modifications to Projects, or otherwise relating to the acquisition and sale of electric power and energy and transmission services and performance by MEAN of its obligations under this Agreement, agreements with other Purchasers or relating to any other activity authorized by the Board of Directors of MEAN, including, without limitation, the following items of cost:

- (1) payments of principal, of premium, if any, and interest on all Bonds issued by MEAN or amounts required under any Bond Resolution to be paid or deposited into a debt service fund or account established for the purpose of making such payments and payments which MEAN is required to make into any debt service reserve fund or account under the terms of any Bond Resolution or other contract with holders of Bonds;
- (2) amounts required under any Bond Resolution to be paid or deposited into any fund or account established by such Bond Resolution (other than funds and accounts referred to in clause (1) above), including any amounts required to be paid or deposited by reason of the transfer of moneys from such funds or accounts to the funds or accounts referred to in clause (1) above;
- (3) amounts which MEAN may be required to pay for the prevention or correction of any loss or damage or for renewals, replacements, repairs, additions, improvements, betterments and modifications which are necessary to keep any Project and other property owned by MEAN in good operating condition or to prevent a loss of revenues therefrom;
- (4) costs of operating and maintaining the Projects and of producing and delivering electric power and energy therefrom (including fuel costs, administrative and general expenses and working capital, for fuel or otherwise, and taxes or payments in lieu thereof) not included in the costs specified in the other items of this definition and costs of power supply planning and implementation associated with meeting MEAN's power supply obligations;
- (5) the cost of any electric power and energy purchased for resale by MEAN and the cost of transmission service for delivery of electric power and energy;
- (6) all costs incurred or associated with the salvage, discontinuance, decommissioning and disposition of sale of any Project;

(7) all costs and expenses relating to injury and damage claims required to be paid by MEAN;

(8) costs of fire and casualty insurance policy premiums relating to the Project and any other property owned by MEAN; and

(9) additional amounts which must be realized by MEAN in order to meet the requirement of any rate covenant with respect to coverage of principal of and interest on Bonds contained in any Bond Resolution or contract with holders of Bonds or which MEAN deems advisable in the marketing of its Bonds.

"Prudent Utility Practice" means at a particular time any of the practices, methods and acts, which, in the exercise of reasonable judgment in the light of the facts (including but not limited to the practices, methods and acts engaged in or approved by a significant portion of the electrical utility industry prior thereto) known at the time the decision was made, would have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition. Prudent Utility Practice is not intended to be limited to the optimum practice, method or act, to the exclusion of all others, but rather to be a spectrum of possible practices, methods or acts. In evaluating whether any manner conforms to Prudent Utility Practice, the parties shall take into account (i) the nature of the parties hereto under the laws of the State of Nebraska and the statutory duties and responsibilities thereof, (ii) the applicable provisions of applicable Policies and Procedures, if any, and (iii) in the case of any facility jointly owned, the applicable ownership agreement among the owners of the facility.

"Purchaser" means any entity, public or private, which enters into a contract with MEAN for the purchase of electric power and energy.

"PURPA" means the Public Utilities Regulatory Policies Act of 1978, as amended, and FERC's implementing regulations.

"Related Bonds" means any Bonds, including Bonds issued to refund such Bonds, issued to provide funds for the Related Projects.

"Related Project" and "Related Projects" shall mean the projects set forth in Exhibit C.

"Renewable Distributed Generation Policy" means the Renewable Distributed Generation Policy approved by the MEAN Board of Directors, as such may be modified, supplemented, renamed or superseded from time to time by the MEAN Board of Directors, including any successor documents or policies adopted by the MEAN Board of Directors

"Requirements Purchaser" means a Purchaser that is purchasing its load requirements, including load growth, from MEAN, in excess of Participant's WAPA Allocation, pursuant to a Service Schedule M, Total Power Requirements Power Purchase Agreement or any successor thereto; Requirements Purchaser excludes a Contract Purchaser.

"RTO" means a regional transmission organization approved by FERC.

"Rules" means laws, ordinances, orders, rules, regulations, tariffs, business practices and protocols of any Authority.

"Share" shall have the meaning set forth in Section 3.03.

"Termination Date" means the effective date of termination of this Agreement.

"Total Requirements Service" means service to a Requirements Purchaser.

"Transmission Provider" shall have the meaning set forth in Section 2.02.

"Unfunded Resource Obligations" shall have the meaning set forth in Section 3.03.

"WAPA" means the Western Area Power Administration, its successors and their assigns.

"WAPA Allocation" shall have the meaning set forth in Section 2.01.

Service Schedule M
Amended and Restated Total Power Requirements Power Purchase Agreement

Exhibit C

RELATED PROJECTS

Dated: April 1, 2024

Not to exceed 1.70% of the output of Laramie River Station (approximately 28 MW) through Lincoln Electric System

Not to exceed 10 MW of Whelan Energy Center Unit 1 (formerly Hastings Energy Center #1)

6.92% joint ownership interest in Walter Scott, Jr. Energy Center Unit 4 (approximately 56 MW)

Participation Agreement, dated September 1, 2005, with the Public Power Generation Agency (PPGA) for 36.36% entitlement share (approximately 80 MW) in Whelan Energy Center Unit 2 (WEC 2) until such time as any evidences of indebtedness issued by PPGA with respect to WEC 2 are no longer outstanding.

23.5% undivided ownership interest in Wygen I (approximately 20 MW)

Amended and Restated Supplemental Agreement for Partial Assignment of Ownership Interest in Walter Scott, Jr. Energy Center Unit 4 (formerly known as Council Bluffs Energy Center Unit 4), dated March 4, 2014, with the Waverly Light & Power, a municipal utility of the City of Waverly, Iowa, for the partial assignment to MEAN of Waverly's interest currently equal to 0.4% (approximately 3 MW) of the energy generating capability and energy associated therewith, of Walter Scott, Jr. Energy Center Unit 4, until termination of Waverly's Service Schedule M Agreement with MEAN

Power Sales Agreement Regarding Louisa Generating Station, dated December 4, 2012, with the Waverly Light & Power, a municipal utility of the City of Waverly, Iowa, for the partial assignment to MEAN of Waverly's interest currently equal to 1.1% (approximately 7 MW) of the energy generating capability and energy associated therewith, of the Louisa Generating Station, until termination of Waverly's Service Schedule M Agreement with MEAN

Service Schedule M
Amended and Restated Total Power Requirements Power Purchase Agreement

Exhibit D

POINT OF DELIVERY AND POINT OF MEASUREMENT

Dated: April 1, 2024

Point of Delivery: The Point of Delivery shall be the point(s) at the outlet of the interconnected transmission system where electric power and energy are delivered by or on the account of MEAN to the Participant or to an intervening carrier agency for delivery to the Participant, which point(s) are as determined by the applicable Transmission Provider. Unless otherwise specified, the Point of Delivery refers to the point(s) at which the applicable Transmission Provider's transmission facilities interconnect with the Participant's distribution or transmission facilities or intervening carrier agency, if any. Notwithstanding the foregoing, to the extent the energy generated by behind the meter generation interconnected with a Participant's distribution system and leased to or purchased by MEAN is used by MEAN to serve such Participant, the energy may be delivered at the generator's point of interconnection with the Participant or alternate point at which MEAN acquires the energy as agreed in writing between MEAN and the Participant or Participant's customer.

Point of Measurement: The Point of Measurement shall be the point(s) as determined by the applicable Transmission Provider for measuring the Participant's load, and any alternate point(s) for measuring the Participant's load due to emergencies or other temporary conditions.

Municipal Energy Agency of Nebraska
Total Power Requirements Service Schedule M Exhibit B
Schedule of Rates and Charges

This Schedule of Rates and Charges supplied to the City by MEAN, including without limitation the General Terms and Conditions of Service attached hereto, is a part of the Total Power Requirements Power Purchase Agreement (“Agreement”) or the Amended and Restated Total Power Requirements Power Purchase Agreement (“Amended and Restated Agreement”), as applicable, between MEAN and the City.

SECTION 1. SERVICES TO BE PROVIDED

- 1.01 This schedule applies to the Total Requirements Service provided to the City, including without limitation any subscription to the MEAN Green Energy Program (“Green Energy Program”). Additional Green Energy Program terms and conditions are attached hereto and made part of this schedule.

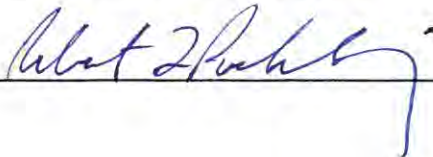
SECTION 2. BILLING ENERGY

- 2.01 The Total Metered Energy shall be equal to the measured energy at the Point of Measurement, plus energy measured at other points necessary to accurately capture and bill City’s load, adjusted for losses to the Point of Delivery. The Point of Measurement and Point of Delivery are defined in Exhibit A to the Agreement and in Exhibit D to the Amended and Restated Agreement.
- 2.02 Monthly Western Area Power Administration Energy Allocation
- a. If City has a Western Area Power Administration (“WAPA”) Energy Allocation(s), Monthly WAPA Energy Allocation is equal to the firm energy allocation supplied by WAPA to the City through any of the following regions: WAPA Pick-Sloan Missouri Basin Project (“WAPA UGP”), WAPA Loveland Area Projects (“WAPA LAP”), or WAPA Salt Lake City Area Integrated Projects (“WAPA SLCA”), for that month.
 - b. In the event the Monthly WAPA Energy Allocation exceeds the Total Metered Energy, the Monthly WAPA Energy Allocation shall be equal to the Total Metered Energy for MEAN billing purposes.
- 2.03 Monthly MEAN Energy is equal to Total Metered Energy, less Monthly WAPA Energy Allocation, less any energy delivered pursuant to a Green Energy Program subscription confirmation (“Green Energy”).

Date Approved: January 18, 2024

Effective date of this Schedule of Rates and Charges: April 1, 2024

By: _____



Supersedes Schedule of Rates and Charges dated Effective April 1, 2023

**Municipal Energy Agency of Nebraska
Total Power Requirements Service Schedule M Exhibit B
Schedule of Rates and Charges**

SECTION 3. SCHEDULE OF RATES AND CHARGES

3.01 Fixed Cost Recovery Charge

- a. The Fixed Cost Recovery Charge consists of costs related primarily to MEAN's ownership of generation, contracted purchase of generating capacity and the operation of MEAN. The total Fixed Cost Recovery Charge is evaluated annually as part of the fiscal year budget process. The Fixed Cost Recovery Charge shall be allocated based on a three-year historical average non-coincident monthly peak demand (supplied by MEAN, including without limitation any demand served under the Green Energy Program), adjusted in accordance with the Renewable Distributed Generation Policy and the Asset Management Policies and Procedures, by Participant. The Annual Period used for historical average non-coincident peak demand in the calculation is October – September. A differential of plus five percent (5%) for Schedule K Participants and Schedule K-1 Participants compared to Schedule M Participants is maintained within the fixed cost recovery structure. The calculated allocation may be adjusted at the discretion of the MEAN Board of Directors. The Fixed Cost Recovery Charge shall be billed to City in an amount as follows:

Fixed charge per City as shown on Attachment 1 to this Exhibit.

3.02 Energy Charge

- a. The Energy Charge per kilowatt-hour shall apply to MEAN Energy, adjusted in accordance with the Renewable Distributed Generation Policy and the Asset Management Policies and Procedures, and shall be billed at the following rate:
- \$0.04360
- b. The Energy Charge for MEAN Energy is also subject to Section 3.06, Pooled Energy Adjustment (PEA) of this Schedule of Rates and Charges.

Date Approved: January 18, 2024

By: 

Effective date of this Schedule of Rates and Charges: April 1, 2024

Supersedes Schedule of Rates and Charges dated Effective April 1, 2023

Municipal Energy Agency of Nebraska
Total Power Requirements Service Schedule M Exhibit B
Schedule of Rates and Charges

3.03 Green Energy Charge

- a. The Green Energy Charge rate shall be equal to the Energy Charge rate in Section 3.02 plus five percent (5%) and applicable rounding. The Green Energy Charge per kilowatt-hour shall apply to Green Energy and shall be billed at the following rate:

\$0.04578

- b. The Green Energy Charge for Green Energy is also subject to Section 3.06, Pooled Energy Adjustment (PEA), of this Schedule of Rates and Charges.

3.04 Renewable Energy Credit (REC) Purchase Charge. The purpose of the REC Purchase Charge is to allow MEAN the ability to recover the costs of the incremental purchase of RECs when necessary under the Green Energy Program. If the City participates in the Green Energy Program, City will be billed for its share of any incremental costs incurred by MEAN to purchase RECs.

3.05 Customer Charge (applicable directly to City as customer) \$0.00 per month

3.06 Pooled Energy Adjustment ("PEA"). The purpose of the PEA is to allow MEAN the ability to recover the costs on a monthly basis for energy purchased and generated whenever the actual monthly energy costs to MEAN exceed the budgeted monthly energy costs. The positive difference ("PEA Amount") for the month will be applied to the Monthly MEAN Energy as defined in Section 2.03 for that month and any Green Energy for that month and may be billed during the succeeding billing period.

3.07 Power Factor. If the City's power factor at any Point of Delivery is less than 95%, the City's Fixed Cost Recovery Charge allocation may be adjusted to reflect a 95% power factor and any third-party charges, fines or penalties will be passed through to City.

3.08 Administrative Fee. The administrative fee shall apply to certain services provided from time to time by contract and shall be billed at the following rate: \$175.00 per hour.

3.09 The rates and charges established in this Exhibit B may be modified from time to time by MEAN pursuant to the terms of the Agreement and the Amended and Restated Agreement and shall become effective pursuant to such terms.

Date Approved: January 18, 2024

Effective date of this Schedule of Rates and Charges: April 1, 2024

By: _____



Supersedes Schedule of Rates and Charges dated Effective April 1, 2023

**Municipal Energy Agency of Nebraska
Total Power Requirements Service Schedule M Exhibit B
Schedule of Rates and Charges**

SECTION 4. CAPACITY COMMITMENT COMPENSATION

- 4.01 The City shall be reimbursed for the commitment of its accredited generation facilities as follows:
- a. Demand Rate for each kilowatt of Contract Capacity, as that term is defined in the Asset Management Policies and Procedures, \$2.00 per month.
 - b. Energy Rate shall be determined by, and may be modified from time to time by, the MEAN Board of Directors. The Energy Rate is currently set forth in the Asset Management Policies and Procedures.

SECTION 5. TRANSMISSION AND SUBTRANSMISSION CHARGES

- 5.01 Transmission service charges, including applicable ancillary service charges other than operating reserves, for delivery of demand and Total Metered Energy, adjusted in accordance with the Renewable Distributed Generation Policy and the Asset Management Policies and Procedures, shall be billed at the transmission service provider's then-current transmission rates.
- 5.02 In the event that delivery voltages lower than 115 KV or additional transformation or sub-transmission facilities are required to make deliveries to the City, the City shall be required to pay such additional amounts equal to those incurred by MEAN to make such deliveries at that voltage.
- 5.03 City shall reimburse MEAN for any other expenses incurred by MEAN in accordance with specific agreements between the City and MEAN.

SECTION 6. INTEREST ON LATE PAYMENTS

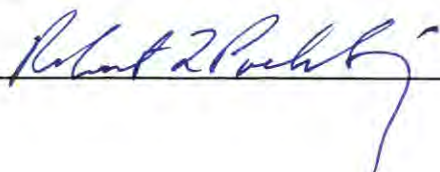
- 6.01 Unpaid balances on billings shall accrue interest from the due date until paid at the rate of 12% per annum.

SECTION 7. GENERAL TERMS AND CONDITIONS OF SERVICE

- 7.01 The provisions of the General Terms and Conditions of Service, as revised from time to time, are hereby made part of this Schedule of Rates and Charges.

Date Approved: January 18, 2024

By: _____



Effective date of this Schedule of Rates and Charges: April 1, 2024

Supersedes Schedule of Rates and Charges dated Effective April 1, 2023

Municipal Energy Agency of Nebraska
Fixed Cost Recovery Charge
Schedule M Exhibit B
Attachment 1

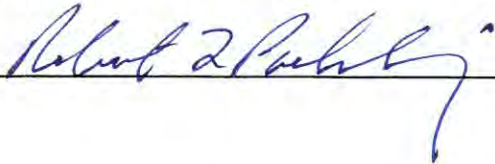
	April	May	June	July	August	September	October	November	December	January	February	March	Total
Schedule M													
Alliance, NE	\$ 223,647.00	\$ 223,647.00	\$ 223,647.00	\$ 223,647.00	\$ 223,647.00	\$ 223,647.00	\$ 223,647.00	\$ 223,647.00	\$ 223,647.00	\$ 223,647.00	\$ 223,647.00	\$ 223,646.00	\$ 2,683,763.00
Ansley, NE	9,766.00	9,766.00	9,766.00	9,766.00	9,766.00	9,766.00	9,766.00	9,766.00	9,766.00	9,766.00	9,766.00	9,766.00	117,192.00
Arnold, NE	5,460.00	5,460.00	5,460.00	5,460.00	5,460.00	5,460.00	5,460.00	5,460.00	5,460.00	5,460.00	5,460.00	5,460.00	65,520.00
Aspen, CO	100,650.00	100,650.00	100,650.00	100,650.00	100,650.00	100,650.00	100,650.00	100,650.00	100,650.00	100,650.00	100,650.00	100,649.00	1,207,799.00
Basin, WY	25,880.00	25,880.00	25,880.00	25,880.00	25,880.00	25,880.00	25,880.00	25,880.00	25,880.00	25,880.00	25,880.00	25,880.00	310,560.00
Bayard, NE	1,762.00	1,762.00	1,762.00	1,762.00	1,762.00	1,762.00	1,762.00	1,762.00	1,762.00	1,762.00	1,762.00	1,762.00	21,144.00
Beaver City, NE	12,442.00	12,442.00	12,442.00	12,442.00	12,442.00	12,442.00	12,442.00	12,442.00	12,442.00	12,442.00	12,442.00	12,442.00	149,304.00
Benkelman, NE	26,374.00	26,374.00	26,374.00	26,374.00	26,374.00	26,374.00	26,374.00	26,374.00	26,374.00	26,374.00	26,374.00	26,374.00	316,488.00
Blue Hill, NE	8,920.00	8,920.00	8,920.00	8,920.00	8,920.00	8,920.00	8,920.00	8,920.00	8,920.00	8,920.00	8,920.00	8,920.00	107,040.00
Breda, IA	4,340.00	4,340.00	4,340.00	4,340.00	4,340.00	4,340.00	4,340.00	4,340.00	4,340.00	4,340.00	4,340.00	4,340.00	52,080.00
Bridgeport, NE	26,983.00	26,983.00	26,983.00	26,983.00	26,983.00	26,983.00	26,983.00	26,983.00	26,983.00	26,983.00	26,983.00	26,983.00	323,796.00
Broken Bow, NE	185,244.00	185,244.00	185,244.00	185,244.00	185,244.00	185,244.00	185,244.00	185,244.00	185,244.00	185,244.00	185,244.00	185,243.00	2,222,927.00
Burwell, NE	28,943.00	28,943.00	28,943.00	28,943.00	28,943.00	28,943.00	28,943.00	28,943.00	28,943.00	28,943.00	28,943.00	28,943.00	347,316.00
Callaway, NE	10,977.00	10,977.00	10,977.00	10,977.00	10,977.00	10,977.00	10,977.00	10,977.00	10,977.00	10,977.00	10,977.00	10,977.00	131,724.00
Carlisle, IA	50,467.00	50,467.00	50,467.00	50,467.00	50,467.00	50,467.00	50,467.00	50,467.00	50,467.00	50,467.00	50,467.00	50,466.00	605,603.00
Chappell, NE	5,711.00	5,711.00	5,711.00	5,711.00	5,711.00	5,711.00	5,711.00	5,711.00	5,711.00	5,711.00	5,711.00	5,711.00	68,532.00
Crete, NE	226,619.00	226,619.00	226,619.00	226,619.00	226,619.00	226,619.00	226,619.00	226,619.00	226,619.00	226,619.00	226,619.00	226,618.00	2,719,427.00
Curtis, NE	32,589.00	32,589.00	32,589.00	32,589.00	32,589.00	32,589.00	32,589.00	32,589.00	32,589.00	32,589.00	32,589.00	32,589.00	391,068.00
Delta, CO	111,973.00	111,973.00	111,973.00	111,973.00	111,973.00	111,973.00	111,973.00	111,973.00	111,973.00	111,973.00	111,973.00	111,972.00	1,343,675.00
Denver, IA	35,914.00	35,914.00	35,914.00	35,914.00	35,914.00	35,914.00	35,914.00	35,914.00	35,914.00	35,914.00	35,914.00	35,913.00	430,967.00
Fairbury, NE	184,149.00	184,149.00	184,149.00	184,149.00	184,149.00	184,149.00	184,149.00	184,149.00	184,149.00	184,149.00	184,149.00	184,148.00	2,209,787.00
Fleming, CO	3,131.00	3,131.00	3,131.00	3,131.00	3,131.00	3,131.00	3,131.00	3,131.00	3,131.00	3,131.00	3,131.00	3,131.00	37,572.00
Fonda, IA	7,499.00	7,499.00	7,499.00	7,499.00	7,499.00	7,499.00	7,499.00	7,499.00	7,499.00	7,499.00	7,499.00	7,499.00	89,988.00
Fort Morgan, CO	291,891.00	291,891.00	291,891.00	291,891.00	291,891.00	291,891.00	291,891.00	291,891.00	291,891.00	291,891.00	291,891.00	291,890.00	3,502,691.00
Gering, NE	55,792.00	55,792.00	55,792.00	55,792.00	55,792.00	55,792.00	55,792.00	55,792.00	55,792.00	55,792.00	55,792.00	55,791.00	669,503.00
Grant, NE	36,717.00	36,717.00	36,717.00	36,717.00	36,717.00	36,717.00	36,717.00	36,717.00	36,717.00	36,717.00	36,717.00	36,716.00	440,603.00
Gunnison, CO	74,119.00	74,119.00	74,119.00	74,119.00	74,119.00	74,119.00	74,119.00	74,119.00	74,119.00	74,119.00	74,119.00	74,118.00	889,427.00
Haxtun, CO	9,528.00	9,528.00	9,528.00	9,528.00	9,528.00	9,528.00	9,528.00	9,528.00	9,528.00	9,528.00	9,528.00	9,528.00	114,336.00
Holyoke, CO	9,559.00	9,559.00	9,559.00	9,559.00	9,559.00	9,559.00	9,559.00	9,559.00	9,559.00	9,559.00	9,559.00	9,559.00	114,708.00
Imperial PPD, NE	47,379.00	47,379.00	47,379.00	47,379.00	47,379.00	47,379.00	47,379.00	47,379.00	47,379.00	47,379.00	47,379.00	47,378.00	568,547.00
Indianola, IA	303,796.00	303,796.00	303,796.00	303,796.00	303,796.00	303,796.00	303,796.00	303,796.00	303,796.00	303,796.00	303,796.00	303,795.00	3,645,551.00
Julesburg, CO	21,904.00	21,904.00	21,904.00	21,904.00	21,904.00	21,904.00	21,904.00	21,904.00	21,904.00	21,904.00	21,904.00	21,904.00	262,848.00
Kimball, NE	32,851.00	32,851.00	32,851.00	32,851.00	32,851.00	32,851.00	32,851.00	32,851.00	32,851.00	32,851.00	32,851.00	32,850.00	394,211.00
Lyman, NE	5,154.00	5,154.00	5,154.00	5,154.00	5,154.00	5,154.00	5,154.00	5,154.00	5,154.00	5,154.00	5,154.00	5,154.00	61,848.00
Lyons, CO	30,311.00	30,311.00	30,311.00	30,311.00	30,311.00	30,311.00	30,311.00	30,311.00	30,311.00	30,311.00	30,311.00	30,311.00	363,732.00
Mitchell, NE	9,819.00	9,819.00	9,819.00	9,819.00	9,819.00	9,819.00	9,819.00	9,819.00	9,819.00	9,819.00	9,819.00	9,819.00	117,828.00
Morrill, NE	12,080.00	12,080.00	12,080.00	12,080.00	12,080.00	12,080.00	12,080.00	12,080.00	12,080.00	12,080.00	12,080.00	12,080.00	144,960.00
Oak Creek, CO	19,823.00	19,823.00	19,823.00	19,823.00	19,823.00	19,823.00	19,823.00	19,823.00	19,823.00	19,823.00	19,823.00	19,823.00	237,876.00
Oxford, NE	11,854.00	11,854.00	11,854.00	11,854.00	11,854.00	11,854.00	11,854.00	11,854.00	11,854.00	11,854.00	11,854.00	11,854.00	142,248.00
Pender, NE	33,356.00	33,356.00	33,356.00	33,356.00	33,356.00	33,356.00	33,356.00	33,356.00	33,356.00	33,356.00	33,356.00	33,355.00	400,271.00
Pierce, NE	48,930.00	48,930.00	48,930.00	48,930.00	48,930.00	48,930.00	48,930.00	48,930.00	48,930.00	48,930.00	48,930.00	48,929.00	587,159.00
Plainview, NE	24,213.00	24,213.00	24,213.00	24,213.00	24,213.00	24,213.00	24,213.00	24,213.00	24,213.00	24,213.00	24,213.00	24,213.00	290,556.00
Red Cloud, NE	26,608.00	26,608.00	26,608.00	26,608.00	26,608.00	26,608.00	26,608.00	26,608.00	26,608.00	26,608.00	26,608.00	26,608.00	319,296.00
Rockford, IA	15,675.00	15,675.00	15,675.00	15,675.00	15,675.00	15,675.00	15,675.00	15,675.00	15,675.00	15,675.00	15,675.00	15,675.00	188,100.00
Sergeant Bluff, IA	69,600.00	69,600.00	69,600.00	69,600.00	69,600.00	69,600.00	69,600.00	69,600.00	69,600.00	69,600.00	69,600.00	69,599.00	835,199.00
Shickley, NE	8,753.00	8,753.00	8,753.00	8,753.00	8,753.00	8,753.00	8,753.00	8,753.00	8,753.00	8,753.00	8,753.00	8,753.00	105,036.00
Sidney, NE	145,540.00	145,540.00	145,540.00	145,540.00	145,540.00	145,540.00	145,540.00	145,540.00	145,540.00	145,540.00	145,540.00	145,539.00	1,746,479.00
Spencer, NE	15,122.00	15,122.00	15,122.00	15,122.00	15,122.00	15,122.00	15,122.00	15,122.00	15,122.00	15,122.00	15,122.00	15,122.00	181,464.00
Stuart, NE	12,159.00	12,159.00	12,159.00	12,159.00	12,159.00	12,159.00	12,159.00	12,159.00	12,159.00	12,159.00	12,159.00	12,159.00	145,908.00
Torrington, WY	116,634.00	116,634.00	116,634.00	116,634.00	116,634.00	116,634.00	116,634.00	116,634.00	116,634.00	116,634.00	116,634.00	116,633.00	1,399,607.00
Wall Lake, IA	4,415.00	4,415.00	4,415.00	4,415.00	4,415.00	4,415.00	4,415.00	4,415.00	4,415.00	4,415.00	4,415.00	4,415.00	52,980.00
Waverly, IA	312,496.00	312,496.00	312,496.00	312,496.00	312,496.00	312,496.00	312,496.00	312,496.00	312,496.00	312,496.00	312,496.00	312,495.00	3,749,951.00
West Point, NE	110,611.00	110,611.00	110,611.00	110,611.00	110,611.00	110,611.00	110,611.00	110,611.00	110,611.00	110,611.00	110,611.00	110,610.00	1,327,331.00
Wisner, NE	14,023.00	14,023.00	14,023.00	14,023.00	14,023.00	14,023.00	14,023.00	14,023.00	14,023.00	14,023.00	14,023.00	14,023.00	168,276.00
Yuma, CO	32,812.00	32,812.00	32,812.00	32,812.00	32,812.00	32,812.00	32,812.00	32,812.00	32,812.00	32,812.00	32,812.00	32,811.00	393,743.00
Total Schedule M	\$ 3,292,964.00	\$ 3,292,964.00	\$ 3,292,964.00	\$ 3,292,964.00	\$ 3,292,964.00	\$ 3,292,964.00	\$ 3,292,964.00	\$ 3,292,964.00	\$ 3,292,964.00	\$ 3,292,964.00	\$ 3,292,964.00	\$ 3,292,941.00	\$ 39,515,545.00

**Municipal Energy Agency of Nebraska
Total Power Requirements Service Schedule M Exhibit B
Schedule of Rates and Charges**

[Copy of General Terms and Conditions of Service attached.]

Date Approved: January 18, 2024

By: _____



Effective date of this Schedule of Rates and
Charges: April 1, 2024

Supersedes Schedule of Rates and Charges dated
Effective April 1, 2023

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I. APPLICABILITY

These General Terms and Conditions of Service are approved by and may be modified from time to time by the Municipal Energy Agency of Nebraska (MEAN) Board of Directors and shall apply to all services provided by MEAN to its Participants, as defined below, under a Participation Agreement, as defined below, including without limitation those participating under Service Schedules M, K/K-1 or J, and those who are not total requirements purchasers from MEAN but receive marketing agent, transmission agent, or other utility-related services under a qualifying written agreement with MEAN. These General Terms and Conditions shall serve as part of the “policies and procedures” and “rules and regulations” authorized by, and to be made pursuant to, the Participation Agreement between MEAN and the Participant. For Service Schedules M and K/K-1, these General Terms and Conditions shall be incorporated into and attached to the Schedule of Rates and Charges which is a part of the applicable Participation Agreement. In the event of a conflict between the provisions in this document and the provisions of the Participation Agreement, the provisions of the Participation Agreement shall prevail.

II. DEFINITIONS

For the purposes of these General Terms and Conditions and of the Participation Agreements which Participant may execute, the following definitions shall apply:

2.01 Contract Capacity shall have the meaning ascribed thereto in the then-current rules, regulations, policies and procedures established by MEAN regarding Participant generation contractually committed to MEAN.

2.02 Force Majeure: An event of Force Majeure means any act of God, labor disturbance, act of the public enemy, war, terrorism, insurrection, riot, fire, storm, lightning, flood, earthquake, explosion, breakage or accident to machinery or equipment, material shortage, sabotage, any curtailment, order, regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, failure of or threat of failure of facilities, action or non-action by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, or any other cause beyond MEAN’s or a Participant’s control, which by exercise of due diligence such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. A Force Majeure event does not include an act of negligence or intentional wrongdoing.

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2.03 General Terms and Conditions shall mean these General Terms and Conditions of Service issued by MEAN, as they may be modified or superseded from time to time including without limitation any successor document.

2.04 Participant (Party) shall mean any of the following that enter into a Participation Agreement with MEAN: a municipal corporation, autonomous utility board acting for or on behalf of a municipality, or other political subdivision or legal entity established by municipalities. Certain entities entering into agreements with MEAN for the sale or purchase of capacity or energy at wholesale may be excluded by MEAN from the definition of Participant.

2.05 Participation Agreement shall mean a written agreement executed between MEAN and the Participant under which MEAN provides energy, capacity, marketing agent, transmission agent or other products or services to Participant. Participation Agreement shall include but not be limited to the following: Service Schedule M, Service Schedules K and K-1, Supplemental Agreement for Firm Power Interchange Service, Supplemental Agreement for Wind-Generated Energy Purchase, Supplemental Agreement for Purchase of Landfill Gas Energy Environmental Attributes, Agreement for Firm Power Interchange Service, marketing agent agreement, transmission agent agreement, or other utility-related service agreement. Participation Agreement shall not include certain agreements designated by MEAN as wholesale power sales to or purchases from third parties.

2.06 Total Requirements Participant shall mean a Participant that has executed Service Schedule M, Service Schedule K or K-1, Supplemental Agreement for Firm Power Interchange Service, or an Agreement for Firm Power Interchange Service, with MEAN.

2.07 WAPA shall mean the Western Area Power Administration or its successor.

III. PARTICIPATION PREREQUISITES

Total Requirements Participants of MEAN are and shall remain voting members in good standing of the Nebraska Municipal Power Pool as defined in the Articles of Incorporation and the By-Laws of the Nebraska Municipal Power Pool, or its successor entities.

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IV. DUTIES OF MEAN

4.01 The duties of MEAN include but are not limited to those set forth below. MEAN may perform any and all of its duties and exercise its rights and powers by or through agents, subcontractors or employees appointed by MEAN. In addition, MEAN may delegate all or a portion of its duties to agents, employees or third parties from time to time. The Board of Directors shall at all times adhere to sound engineering principles and prudent utility practice.

- a. Establish rates and charges for products and services provided by MEAN to Participants.
- b. MEAN shall prepare a load and capability report when requested by the Board of Directors or required by regulation or law, which shall include long range plans, size and type of generating units, transmission requirement and installation of facilities.
- c. Review plans and procedures relating to the coordination of the bulk power production and transmission facilities and operations with adjoining systems, pools and regional power coordinating groups.
- d. Establish and revise policies and procedures relating to the effect of abnormal system conditions and related operating conditions.
- e. Coordinate the scheduling and operation of the following assets in the most efficient and economical way consistent with good utility practice: Participant-owned electrical assets leased or marketed by MEAN, Participant-owned behind-the-meter-generation that modifies load that MEAN markets or serves, and MEAN assets that are necessary to effect the delivery and sale of bulk power supply to the Total Requirements Participants.
- f. For Participants’ generating units committed to MEAN, the Board of Directors shall determine the Participants’ Contract Capacity amount to be compensated by MEAN. Determinations of Contract Capacity shall be reviewed by the Board of Directors from time to time, and any appropriate changes resulting from such review shall be made. The Board of Directors will establish the rules and regulations for determining Contract Capacity in order to secure consistency and continuity in such determination.

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- g. MEAN will assist and make recommendations for planning, negotiating, designing, contracting for and administering all generation and transmission arrangements and facilities necessary to effect the delivery and sale of such bulk power supply to the Total Requirements Participants.
- h. MEAN may in its sole discretion enter into interconnection agreements and wheeling agreements if necessary or desirable for delivery of power and energy to Participants.

V. DUTIES OF PARTICIPANT

- 5.01 Each Participant shall retain the sole responsibility for the operation of its system in accordance with the General Terms and Conditions, the then-current policies and procedures approved by MEAN, and any Participation Agreement or other agreement entered into with MEAN, and for the utilization of the information which may be provided from MEAN.
- 5.02 Participant shall comply with the then-current policies and procedures approved by MEAN governing Participant generation.
- 5.03 Any Participant from whom MEAN leases generation, shall upon request by MEAN, supply to MEAN energy up to the full amount of its Contract Capacity as determined by MEAN net of any derated amount communicated to MEAN.
- 5.04 The systems of the Participants shall be interconnected continuously under normal system conditions. The Participants shall cooperate in keeping the frequency of the interconnected systems of the Parties as closely to 60 Hz as is practicable, in keeping the interchange of power and energy between the systems of the Participants as closely as is practicable to the scheduled amounts or as determined by economic dispatch, and in maintaining mutually satisfactory voltage levels. Each Participant shall be responsible for the reactive volt-ampere requirements of its system. Reactive volt-amperes may be interchanged between systems from time to time, subject to agreement between the Participants involved, when benefit to one system may be gained by the interchange without causing hardship to another system.
- 5.05 The systems of the Participants shall normally be maintained and operated in accordance with good utility practice so as to minimize the likelihood of a

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disturbance originating in the system of one Participant causing impairment to the service of the system of any other Participant, or any other system with which the systems of the Participants are interconnected.

5.06 All Participants will be required to prepare and submit all such reports concerning schedules, loads, capabilities and generating facilities as may be reasonably requested by MEAN.

5.07 Participant shall maintain one telephone number continuously available and manned for contact by MEAN and response by the Participant.

5.08 In the event power is supplied to Participant through the system of an intervening agency other than service already included in the rates, Participant shall fully reimburse MEAN for any wheeling/transmission costs incurred in the delivery of such power and energy. In all cases, wheeling/transmission costs shall include payment for losses. Such payment may be in either the form of energy or money, in the sole discretion of MEAN.

VI. SERVICES TO BE RENDERED

6.01 The agreements to be utilized by MEAN for total power requirements power purchase agreements with Participants are listed as follows and may include provisions for transmission agent, marketing agent and associated utility-related services to such Participants:

- a. Firm Power Interchange Service
- b. Bulk Power Supply – Service Schedules K and K-1
- c. Total Power Requirements Power Purchase Agreement – Service Schedule M

Other schedules and agreements may be established from time to time at the discretion of the Board of Directors.

6.02 MEAN offers marketing agent, transmission agent and other utility-related services to non-Total Requirements Participants from time to time by written agreement.

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VII. METERING AND RECORDS

7.01 Metering, telemetry and recordkeeping requirements are set forth in the Asset Management Policies and Procedures.


VIII. BILLINGS AND PAYMENTS

8.01 All bills for services supplied by MEAN shall be rendered monthly by MEAN to the Participant not later than thirty (30) days after the end of the period to which such bills are applicable. Unless otherwise agreed upon by the Board of Directors such periods shall be from 12:01 A.M. of the first day of the month to 12:01 A.M. of the first day of the succeeding month. Bills shall be due and payable on or before the due date specified on the bill, and payment shall be made when due and without deduction. Interest on any unpaid amount from the date due until the date upon which payment is made shall accrue at the rate specified on the bill.

8.02 In the event a Participant desires to dispute all or any part of the charges submitted by MEAN, it shall nevertheless pay the full amount of the charges when due and give notification to MEAN in writing within sixty (60) days from the date of the bill stating the specific grounds on which the charges are disputed and the amount in dispute. The complaining Participant will not be entitled to any adjustment on account of any disputed charges which are not brought to the attention of MEAN within the time and in the manner herein specified. If settlement of the dispute results in a refund to the Participant, interest at one percent (1%) per month or fraction thereof shall be added to the refund.

IX. UNCONTROLLABLE FORCES

9.01 Neither MEAN nor Participant will be considered in default as to any obligation under these General Terms and Conditions or a Participation Agreement, if prevented from fulfilling the obligation due to an event of Force Majeure. However, MEAN and Participants whose performance is hindered by an event of Force Majeure shall make all reasonable efforts to perform their obligations under these General Terms and Conditions and the applicable Participation Agreement(s). This Section 9.01 shall not apply to obligations under a Participation Agreement that provides an alternative definition of Force Majeure or uncontrollable forces.

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X. NOTICES

10.01 Any notice provided pursuant to, required by or authorized by the agreement may be addressed to the Participant’s MEAN Board of Directors member representative, or the Participant’s governing body Mayor/Board Chair or the city/village clerk at the address of such Participant.

10.02 Any written notice or request of a routine character in connection with delivery of power and energy or in connection with operation of facilities shall be given in such a manner as the Board of Directors from time to time shall establish.

XI. RELATION TO OTHER AGREEMENTS AND OBLIGATIONS


11.01 Each Participant represents that there are no conditions in such Participant's existing agreements, including financing agreements, which will preclude such Participant from performance of all obligations under a Participation Agreement; and, further, each Participant agrees not to enter into an agreement which will preclude performance under the Participation Agreement. The failure by any Participant to get approval under any financing agreement for entering into a contract, or amending or terminating any existing agreement, shall not excuse performance under the Participation Agreement.

11.02 The expiration or termination of the Electrical Resources Pooling Agreement (ERPA) shall not impair, amend or change any previous contracts or agreements, and such contracts and agreements shall continue until the expiration of such contracts and agreements, including all rates, terms, obligations and conditions.

XII. MISCELLANEOUS

12.01 Resale of Firm Electric Service from WAPA: Participant shall not sell any firm electric power or energy from WAPA, or from MEAN sourced from WAPA, to any electric utility customer of the Participant for resale by that utility customer.

12.02 Benefits of Firm Electric Service from WAPA: Participant agrees that the benefits of firm electric power or energy supplied by WAPA, or by MEAN sourced from WAPA, shall be made available to its consumers at rates that are established at the lowest possible level consistent with sound business principles, and that these rates will be established in an open and public manner. Participant further agrees

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that it will identify the costs of firm electric power or energy supplied under the contract and power from other sources to its consumers upon request.

12.03 Remedies Upon Breach: Upon the failure by MEAN or a Participant to perform any obligation on its part under these General Terms and Conditions or the Participation Agreement, including the obligation to make payment for services provided when said payment is due, the other party to such Participation Agreement may, following such failure, make a written demand upon the non-performing party. If such non-performance is not cured within thirty (30) days from the date of transmittal of said demand, such non-performance shall, at the expiration of the 30-day period, constitute a default under the agreement. If the default involves a failure to make payment when due and if the defaulting party disputes in writing the existence or extent of the default prior to the end of the 30-day period, the party shall nevertheless make the payment prior to the end of the 30-day period under written protest. Upon any such default described in this Section 12.03, the party claiming default may at any time thereafter take any action in law or equity to enforce the agreement, including but not limited to cessation of deliveries, termination of the agreement, or action for specific performance, and to recover for any loss or damage directly resulting from the default under the Participation Agreement. Termination for default due to non-payment shall not affect the obligation to pay any unpaid amounts.

12.04 Governing Law and Venue: These General Terms and Conditions and the Participation Agreement shall be governed by the laws of the State of Nebraska, without regard to principles of conflicts of law that would require the application of the laws of another jurisdiction. Any action or proceeding to enforce or arising out of the Participation Agreement shall be commenced in the state courts, or in the United States District Court, of Nebraska. MEAN and Participant consent to such jurisdiction, agree that venue will be proper in such courts and waive any objections based upon Forum Non Conveniens.

12.05 Assignment of Agreements: No party shall assign a Participation Agreement without the consent in writing of the other parties except in connection with the sale and merger of a substantial portion of its properties. The provisions of these General Terms and Conditions and the Participation Agreement are not intended to and shall not create rights of any character whatsoever in favor of any persons, corporations, or associations other than the Participants executing the written agreement with MEAN, and the obligations herein assumed are solely for the use and benefit of such Participants.

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Revision History

Version	Effective Date	Description of Revision
1.0	January 23, 2020	Adoption of General Terms and Conditions of Service

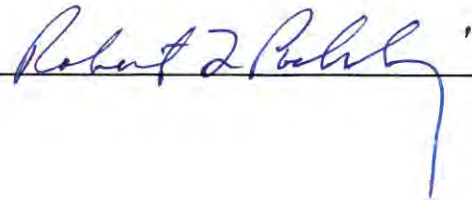
**Municipal Energy Agency of Nebraska
Total Power Requirements Service Schedule M Exhibit B
Schedule of Rates and Charges**

[Copy of Green Energy Program Terms and Conditions attached.]


Date Approved: January 18, 2024

Effective date of this Schedule of Rates and
Charges: April 1, 2024

By: _____



Supersedes Schedule of Rates and Charges dated
Effective April 1, 2023


	Version No.	1.0
	Effective Date	April 1, 2023
Green Energy Program Terms and Conditions		Distribution Restriction: Public Document

MEAN Green Energy Program Terms and Conditions


These MEAN Green Energy Program Terms and Conditions shall apply to Service Schedule M and Service Schedule K/K-1 participants with an effective Subscription Confirmation with MEAN. The provisions of these Terms and Conditions are subject to change from time to time upon action by the MEAN Board of Directors. Service under the Program is subject to availability on a first come, first serve basis after the Initial Enrollment Period.

1. Definitions.

- A. "Annual Allocation" means the Green Energy, in total kilowatt hours, to be sold by MEAN to City under the Program each Fiscal Year as set forth in the Subscription Confirmation.
- B. "Environmental Attribute" means with respect to a specified quantity of electricity, the right of a purchaser of such Environmental Attributes to claim, under applicable energy generation disclosure and tracking laws and regulations, all of the non-energy attributes and value associated with the generation of such renewable power, including: any green tags, tradable renewable certificates or similar renewable energy certificates, credits, values or premiums associated with such renewable energy generation; any output-based incentive, allocation, credit, value, set-aside allowance or non-energy attribute relating to or arising out of the production of renewable generation, and emission and greenhouse gas reductions; whether any of the foregoing arises pursuant to existing or future energy generation disclosure and tracking laws and regulations, or existing or future certification, certification program, trading market or exchange; provided, however, that for purposes of the Program, Environmental Attributes shall specifically exclude any and all state and federal production tax credits, investment tax credits and any other tax credits which are or will be generated by the facilities from which the Environmental Attributes provided hereunder are generated. Environmental Attributes include, without limitation, those associated with energy produced by MEAN renewable generation facilities and those purchased by MEAN on the secondary market by MEAN from other utilities.
- C. "Fiscal Year" means MEAN's fiscal year, which shall be April 1 through March 31 unless otherwise determined by MEAN, or, for the purpose of Section 2.A.i., "Fiscal Year" shall mean January 1, 2023 through March 31, 2024 due to the period of transition to the Green Energy Program.
- D. "Green Energy" means the portion of Program Energy purchased by Participant under a Subscription Confirmation.
- E. "Green Rate" means the applicable rates and charges for Green Energy as described in Section 3.
- F. "Initial Enrollment Period" means the period of time during which MEAN accepts Program subscriptions from Service Schedule M and Service Schedule K/K-1 participants with pre-existing agreements for the purchase of renewable energy or environmental attributes from MEAN.
- G. "MEAN" means the Municipal Energy Agency of Nebraska.


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- H. “Monthly Allocation” means for any calendar month, the portion of the Annual Allocation to be sold by MEAN to Participant for such month, as determined by MEAN in its sole discretion.
- I. “Participant” means a party that has entered into a Power Contract and Subscription Confirmation with MEAN. Participant is also referred to as “City” in the Schedule of Rates and Charges.
- J. “Point of Delivery” means the point or points, selected by MEAN in its sole discretion, at which MEAN receives output from one or more generating resources in MEAN’s power supply resource portfolio.
- K. “Power Contract” means the agreement which sets forth the terms and conditions under which Participant purchases from MEAN and MEAN sells to Participant the Participant’s total electrical requirements in excess of energy allocated and delivered by the Western Area Power Administration and certain other resources.
- L. “Program” means the program under which MEAN sells Green Energy at the Green Rate to Participant and other MEAN participants, subject to the Program Rules.
- M. “Program Energy” means electrical energy generated by one or more of the Program Resources and sold under the Program at the Green Rate, and any “Replacement Energy” sold under the Program at the Green Rate.
- N. “Program Resources” means the resources providing Program Energy at the Green Rate; to qualify as a Program Resource, the resource must be a renewable generation facility for which the energy produced includes Environmental Attributes in the form of renewable energy certificates.
- O. “Program Rules” means these Terms and Conditions, the Schedule of Rates and Charges, the MEAN General Terms and Conditions of Service, and the policies and procedures approved by the MEAN Board of Directors from time to time governing the Program, all as such documents may be modified from time to time by MEAN upon action by the MEAN Board of Directors.
- P. “Replacement Energy” shall have the meaning ascribed thereto in Section 2.A.
- Q. “Schedule of Rates and Charges” means the Schedule of Rates and Charges to the Participant’s Power Contract, as such schedule may be modified from time to time upon action by the MEAN Board of Directors.
- R. “Subscription” means participation by Participant in the Program.
- S. “Subscription Confirmation” means the written agreement executed by MEAN and the Participant which sets forth the Participant’s commitment to participate in the Program, the Annual Allocation, the effective date of the Participant’s Subscription, and certain other relevant terms and conditions.
- T. “Terms and Conditions” means these MEAN Green Energy Program Terms and Conditions, as they may be modified from time to time by MEAN upon action by the MEAN Board of Directors.

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2. Obligations of MEAN and the Participant.

- A. Each Fiscal Year, MEAN shall generate or cause to be generated Green Energy, or as permitted by this paragraph MEAN shall generate or cause to be generated electrical energy from other resources (“Replacement Energy”) and shall acquire equivalent amounts of Environmental Attributes, in an amount equal to the Annual Allocation and shall cause to be delivered to the Point of Delivery equivalent amounts of electrical energy each Fiscal Year. Each month MEAN in its sole discretion will determine the Monthly Allocation for such month to be billed to Participant, with the total for any Fiscal Year not to exceed the Annual Allocation. MEAN may from time to time exclude from the Program all or a portion of the electrical generation from Program Resources.
 - i. In the event that in any Fiscal Year the electrical energy generated by the Program Resources (excluding energy excluded as described in this paragraph) is not sufficient to allow MEAN to fulfill its Program obligations to all participants for such Fiscal Year from Program Resources, for reasons including but not limited to events of force majeure, MEAN shall acquire Environmental Attributes to fulfill its Program obligations for such Fiscal Year as described above; the Environmental Attributes acquired may be from either vintage calendar year within MEAN’s Fiscal Year. MEAN will not permit additional Green Rate subscriptions with the sole intention of fulfilling the Green Rate subscription by purchasing Environmental Attributes. For any Fiscal Year in which MEAN purchases Environmental Attributes to fulfill its obligations under the Program, MEAN shall provide Participant with written notification of such purchase. Such notification shall state the amount of energy generated by the Program Resources for the applicable period of time, the amount of Environmental Attributes purchased to fulfill all Program obligations for the applicable time period, and the cause for such purchase.
 - ii. Participant may request to reduce its Annual Allocation effective upon any April 1 by providing MEAN with written notice at least eighteen (18) months prior to April 1 of the year the reduction is requested to take effect. Such reduction shall be subject to the execution by the Participant and MEAN of a revised Subscription Confirmation.
- B. All or a portion of the energy and Environmental Attributes produced by a Program Resource but not subscribed by the Participant or any other MEAN participant under the Program or other under a separate written agreement for the purchase of the energy and environmental attributes may be deemed part of MEAN’s overall power supply portfolio.
- C. MEAN will use commercially reasonable efforts to register the Environmental Attributes in the applicable renewable energy tracking system selected by MEAN in its sole discretion, such as the Midwest Renewable Energy Tracking System, Western Renewable Energy Generation Information System, or the North American Renewables Registry. MEAN represents that the amount of Environmental Attributes which MEAN enters into

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subscriptions to sell under the Green Rate in each Fiscal Year shall not exceed the sum of (i) the Environmental Attributes associated with MEAN’s share of actual energy production by the Program Resources in such Fiscal Year, plus (ii) Environmental Attributes procured by MEAN in such Fiscal Year in accordance with these Terms and Conditions.

Participant shall own the Environmental Attributes of the Green Energy actually generated and sold to Participant under the Program.


- D. Participant shall pay the charges described in Section 3.
- E. MEAN will, upon written request from Participant, provide a form of resource authentication that MEAN has acquired Environmental Attributes for resale to Participant in an amount equal to the amount per Fiscal Year as shown in Participant’s Subscription Confirmation. MEAN will not sell the same Environmental Attributes to any other party.

3. Charges.

- A. The applicable rates and charges are as set forth in the Schedule of Rates and Charges and below in this Section 3. The Schedule of Rates and Charges is subject to change from time to time upon action by the MEAN Board of Directors. Written notice of changes to the Schedule of Rates and Charges shall be provided to Participant in accordance with the Power Contract.
- B. Governmental Impositions: The rates and charges shall be adjusted to reflect the impact of any governmental imposition, such as changes in or additions to sales tax, property tax, energy use tax or other governmental or regulatory fees, which are adopted, implemented or enforced after the execution of the Subscription Confirmation or which occur as a result of a change after the execution of the Subscription Confirmation in the interpretation or enforcement by the governmental or regulatory body of an existing governmental imposition.

4. Billing and Payment.


- A. Each month, MEAN will include on Participant’s monthly power and energy bills under the Power Contract, and Participant shall pay, the amount due for the Monthly Allocation applicable to the month for which such bill is applicable.
- B. Payments are due from Participant to MEAN in accordance with Article VIII of the MEAN General Terms and Conditions of Service. Bills are considered paid when payment is received in full by MEAN. MEAN may, to the extent permitted by law and Section 15, at any time after a bill is past due and after fifteen (15) days' advance notice in writing has been given, discontinue service until all past due bills, with interest and penalties thereon, if any, are paid. Discontinuance of service, as herein provided, shall not relieve the Participant of liability for the payment of all service actually rendered.

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- C. The Monthly Allocation will be subtracted from the Participant’s monthly energy requirement to be supplied by MEAN before any other energy rate calculations are performed under Participant’s Power Contract for firm power service.

5. Term of Program Subscription.

- A. The Participant’s Subscription shall become effective on, and purchase of Green Energy by Participant hereunder shall begin on the date specified in the Participant’s Subscription Confirmation.
- B. The Participant’s Subscription, and purchase of Green Energy by Participant under the Program, shall continue so long as Participant has an effective Power Contract for firm power service with MEAN, unless sooner terminated in accordance with the terms below in this Section 5.
- C. Participant may terminate its Subscription early effective upon any April 1 by providing MEAN with written notice at least eighteen (18) months prior to April 1 of the year of termination.
- D. In the event Participant converts its participation from one firm power service agreement to another firm power service agreement, the Participant’s obligations under the Subscription Confirmation shall continue and become supplemental to the subsequent firm power service agreement. If at any time, through Participant’s termination of its Power Contract or otherwise, Participant ceases to purchase firm power from MEAN, the Participant’s Subscription shall terminate.
- E. In addition to the right of early termination as provided in Section 5.F., MEAN may terminate Participant’s Subscription early by providing Participant with sixty (60) days prior written notice of termination.
- F. MEAN shall also have the right but not the obligation, upon thirty (30) days advance written notice to Participant, to terminate Participant’s Subscription or reduce the Annual Allocation on a temporary or permanent basis and issue a revised Subscription Confirmation, in the event that one or more of the following occurs:
 - i. One or more of the Program Resources permanently ceases commercial operation or available energy output is expected to be reduced on a temporary or permanent basis, as determined by MEAN; or
 - ii. The agreement by which MEAN participates in a Program Resource or by which MEAN purchases output from a Program Resource, expires, is reduced or is expected to be reduced in available energy output on a temporary or permanent basis, as determined by MEAN, or is terminated; or
 - iii. The MEAN Board of Directors elects to discontinue the Program.

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6. **General Terms and Conditions of Service.** The Participant’s Subscription is subject to the MEAN General Terms and Conditions of Service, as such document may be issued, modified, supplemented or superseded from time to time by the MEAN Board of Directors, including any successor documents or policies adopted by the MEAN Board of Directors.
7. **Relationship to Other Agreements.** Termination or expiration of Participant’s Subscription shall not impair, amend, or change any other agreement, including without limitation Participant’s then-current Power Contract, and nothing in these Program Rules or the Subscription Confirmation shall limit the rights of MEAN to enforce such agreements.
8. **Severability.** If any provision of the Program Rules or the Subscription Confirmation is determined by any court or regulatory body having jurisdiction over the Program Rules or the Subscription Confirmation to be invalid or unenforceable, then it is the intention of the parties that in lieu of each such invalid or unenforceable provision, there be added as part of the Program Rules or Subscription Confirmation a provision as similar in terms as possible to such invalid or unenforceable provision. The remaining portions of the Program Rules and Subscription Confirmation shall not be affected thereby and shall remain in full force and effect.
9. **Integration Clause.** The Program Rules and the Subscription Confirmation constitute the complete agreement of the Parties relating to the Program and supersede all prior representations or agreements, whether oral or written, with respect to such matter.
10. **Waiver.** Any waiver at any time by MEAN or Participant of its rights with respect to a default or any other matter arising under or in connection with the Program Rules or the Subscription Confirmation shall not be deemed a waiver with respect to any subsequent default or matter arising under or in connection with the Program Rules or the Subscription Confirmation.
11. **Force Majeure.** MEAN shall not be considered to be in default with respect to any obligation under the Program if prevented from fulfilling such obligation by reason of uncontrollable forces. The term "uncontrollable forces" shall be deemed, for the purposes hereof, to mean storm, flood, lightning, earthquake, fire, explosion, act of God, failure of facilities not due to lack of proper care or maintenance, civil disturbance, labor disturbance, sabotage, terrorism, war, insurrection, riot, act of the public enemy, pandemic, national emergency, breakage or accident to machinery or equipment, failure of or threat of failure of facilities not due to lack of proper care or maintenance, material shortage, restraint by court or public authority, directive, curtailment, order, regulation, restriction or other act or omission by a regional transmission organization, regional reliability entity, balancing authority, transmission provider or other regulatory authority, or other causes beyond the control of MEAN. In the event MEAN is unable to fulfill any obligation by reason of uncontrollable forces MEAN will exercise due diligence to remove such disability with reasonable dispatch, but such obligation shall not require the settlement of a labor dispute except in the sole discretion of MEAN.
12. **Changes in Regulations.** Should changes in legislation or regulation, either state or federal, make performance by MEAN or the Participant under the Program Rules or the Subscription

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Confirmation commercially impracticable or impossible, MEAN and the Participant will renegotiate the terms of the Subscription Confirmation as they have been affected by such change in regulation or legislation.


13. **Notices.** All notices required or permitted to be given with respect to these Terms and Conditions shall be given by (a) mailing the same postage prepaid or (b) given by courier, to Participant as described in the MEAN General Terms and Conditions of Service, and to MEAN at the address as set forth below. Either party may change its address for the purpose of notice hereunder by giving the other party no less than five (5) days prior written notice of such new address in accordance with the preceding provisions.

To MEAN: **Municipal Energy Agency of Nebraska**
 ATTN: Executive Director
 8377 Glynoaks Drive
 Lincoln, Nebraska 68516
 Telephone: (402) 474-4759

14. **Limitation of Liability and Indemnification.** In no event shall MEAN or Participant be liable to the other for indirect, special, incidental, or consequential damages, including but not limited to the loss of revenues or profits, cost of substitute services, loss of opportunity, loss of goodwill, loss of data, governmental sanctions or penalties or claims of third parties, whether such liabilities arise as a result of breach of contract, warranty, indemnity, tort, negligence, strict liability or otherwise; and MEAN and Participant hereby release each other from any such liabilities. Further, in no event shall MEAN be liable to Participant for any public claims or marketing efforts made by a person or entity not a party to the Subscription Confirmation, including without limitation the political subdivisions participating in MEAN, regarding the purchase or ownership of the Green Energy or Environmental Attributes. Notwithstanding any other provision of the Program Rules or the Subscription Confirmation, in no event shall MEAN be liable to Participant, its personnel, employees, or any third party for a monetary amount greater than the amount paid by Participant to MEAN pursuant to the Subscription Confirmation for the twelve (12) months preceding the claim, regardless of the form of action, whether based on contract, tort, negligence, strict liability, products liability or otherwise. To the extent allowed by law, Participant shall indemnify, defend and hold harmless MEAN, its officers, directors, employees, and agents, from and against all claims, including claims for personal injury, death, or damages to property, arising out of or related to MEAN's performance under the Program.

15. **Default by Participant.**

- A. Any default by the Participant with respect to the payment of any billing because of any dispute shall be handled accordingly to the provisions of Article 13 of Chapter 70 of the Nebraska Revised Statutes.
- B. If the Participant fails to comply with any of the terms, conditions and covenants of the Program Rules or the Subscription Confirmation (other than a failure to make a payment

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for which provision is made in subsection A. of this Section) and such failure continues for a period of fifteen (15) days, MEAN shall give notice to the Participant. If such failure is not cured within thirty (30) days from the date of the mailing of such notice, it shall constitute a default on the part of the Participant. In the event of such a default by the Participant, MEAN shall have all of the rights and remedies provided at law or in equity, including mandamus, injunction and action for specific performance, as may be necessary or appropriate to enforce against the Participant any of such terms, conditions and covenants with which the Participant has failed to comply.

MUNICIPAL ENERGY AGENCY OF NEBRASKA
GREEN ENERGY PROGRAM
SUBSCRIPTION CONFIRMATION

The Participant hereby agrees to participate in the Green Energy Program of the Municipal Energy Agency of Nebraska (MEAN) under the following terms and conditions:

Annual Allocation

Annual Total kWh per Fiscal Year

Effective Date

Participant's Subscription shall be effective on the later of the first day of the month following execution of this Subscription Confirmation by MEAN and the Participant, or the following date: April 1, 2023.

Additional Terms

This Subscription Confirmation is being provided pursuant to and in accordance with the Program Rules, and is subject to the terms and provisions of the Program Rules (including without limitation the limitation of liability and indemnification provisions in the MEAN Green Energy Program Terms and Conditions, and the governing law and venue provisions in the MEAN General Terms and Conditions of Service), which are subject to change from time to time upon action by the MEAN Board of Directors. This Subscription Confirmation shall supersede, terminate and replace, effective as of April 1, 2023, that certain [insert Participant's applicable agreement for wind-generated energy and/or landfill gas energy environmental attributes purchase] executed as of _____, 20____ between MEAN and Participant.

Capitalized terms used in this Subscription Confirmation shall have the meaning ascribed to them in the MEAN Green Energy Program Terms and Conditions.

**MUNICIPAL ENERGY AGENCY
OF NEBRASKA**

PARTICIPANT: _____

By: _____
Name: _____
Title: _____
Date: _____

INFORMATION ONLY

Name: _____
Title: _____
Date: _____