

City of Franklin
City of Franklin
November 19, 2020 5:30 PM City Hall

A Copy of the "Open Meetings Act" is posted in the Council Room
This Agenda can be changed up to 24 hours prior to meeting time per open meeting law.

The Board may enter into closed session to discuss any matter on this agenda when it is determined by the council that it is clearly necessary for protection of the public interest or the prevention of needless injury to the reputation of an individual and if such an individual has not requested a public meeting, or as otherwise allowed by law. A closed session shall be limited to the subject matter for which the closed session was called. If the motion to close passes, the presiding officer immediately prior to the closed session shall restate on the record the limitation of the subject matter of the closed session.

It is the intention of the Board to take up the items on the agenda in sequential order. However, the Board reserve the right to take up matters in a different order to accommodate the schedules of the board members, persons having items on the agenda, and the public.

1. Call Meeting to Order Roll Call
2. Verification of Open Meetings Notice
3. **Discussion and Action Items**
 - a. Consider, discuss, approve Assignment of Specific Rights, Duties, and Obligations of the City of Franklin, Nebraska (Franklin) Firm Electric Service Contract No. 20-UGPR-5004 (Assignment) to Nebraska Public Power District (NPPD).
 - b. Discuss, consider and approve Community Holiday Lighting Event
4. Adjourn

Authenticated

Contract No. 12-UGPR-1097
City of Franklin, Nebraska

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR FIRM ELECTRIC SERVICE TO

THE CITY OF FRANKLIN, NEBRASKA

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR FIRM ELECTRIC SERVICE TO
THE CITY OF FRANKLIN, NEBRASKA

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- Exhibit A (Contract Rates of Delivery)
- Exhibit B (Operating Agreement Including Quantitative Determinations)
- Exhibit C (Transmission Path and Delivery and Measurement Conditions)
- Creditworthiness Procedures dated October 9, 2013
- General Power Contract Provisions dated September 1, 2007
- Schedule of Rates for Firm Power Service

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR FIRM ELECTRIC SERVICE TO

THE CITY OF FRANKLIN, NEBRASKA

1. PREAMBLE: This Contract is made this 13th day of March, 2015, pursuant to the Acts of Congress approved June 17, 1902 (32 Stat. 388), December 22, 1944 (58 Stat. 887), August 4, 1977 (91 Stat. 565), and Acts amendatory or supplementary to the foregoing Acts between the UNITED STATES OF AMERICA, acting by and through the Administrator, Western Area Power Administration, Department of Energy, hereinafter called Western, represented by the officer executing this Contract, a duly appointed successor, or a duly authorized representative, hereinafter called the Contracting Officer, and the CITY OF FRANKLIN, NEBRASKA, a municipal corporation, duly organized under and by virtue of the laws of the State of Nebraska, hereinafter called the Contractor or Franklin, its successors and assigns, each sometimes hereinafter individually called Party, and both sometimes hereinafter collectively called the Parties.

2. EXPLANATORY RECITALS:

2.1 Western published the Pick-Sloan Missouri Basin Program--Eastern Division (P-SMBP--ED), 2021 Power Marketing Initiative (2021 PMI) in the Federal Register (76 FR 71015) on November 16, 2011. The 2021 PMI provides the basis for marketing

the long-term firm hydroelectric resources of the P-SMBP--ED from January 1, 2021, to December 31, 2050.

2.2 Western markets Federal power and energy to firm power customers in the Upper Great Plains Region from the portfolio of Federal hydroelectric generation resources in the P-SMBP--ED. Western does not designate a specific Federal generator to provide power and energy to a specific customer load.

2.3 Franklin's Firm Electric Service Contract No. 90-BAO-444, as amended or supplemented, (Original Contract) is set to expire on December 31, 2020.

2.4 The 2021 PMI provides for Western to extend the existing Contract Rates of Delivery (CROD), as specified in Exhibit A, with associated energy to existing long-term firm power customers. The CROD with associated energy is subject to reductions, withdrawals, restrictions, limits, penalties, termination, and any other applicable adjustments under Franklin's Original Contract, and is subject to any approved assignments. The CROD with associated energy may be reduced by up to 1 percent for each new resource pool in 2021, 2031, and 2041, and also is subject to other adjustments under this Contract.

2.5 This Contract is executory, which means as of the date in Section 1 above, the Parties are bound to perform services beginning January 1, 2021, as described in this Contract. This executory Contract will provide an orderly transition of firm electric service from the Original Contract to this Contract.

2.6 Exhibit B, Operating Agreement Including Quantitative Determinations, and Exhibit C, Transmission Path and Delivery and Measurement Conditions, are initially established under this Contract by adopting the existing Exhibit B and Exhibit C under the Original Contract. These exhibits may be revised from time to time under the

Original Contract, until the Parties establish new or revised exhibits under this Contract.

The intent of the Parties is to minimize exhibit revisions during the orderly transition from the Original Contract to this Contract.

2.7 The Parties recognize this Contract does not include a 1 mill per kilowatthour wheeling discount for customers who made their own transmission arrangements in-lieu of Western making such arrangements, or an up to 7 percent transmission loss adjustment for delivery of Franklin's CROD over a third-party transmission system(s). These two provisions will be addressed in the rates charged for firm electric service provided under this Contract.

2.8 Except as provided for in Section 12, this Contract does not provide for transmission, interconnection, system operations, or balancing area service arrangements. Such arrangements, as applicable, will be provided under separate contracts.

2.9 The Parties choose to enter into this Contract to provide for the conditions under which firm electric service will be furnished to Franklin from January 1, 2021, through December 31, 2050.

3. AGREEMENT: The Parties agree to the terms and conditions set forth herein.

4. TERM OF CONTRACT: This Contract is executory as of the date in Section 1 above, and the terms and conditions contained herein governing the relationship of the Parties shall become effective upon the expiration of the Original Contract on December 31, 2020, and shall remain in effect through December 31, 2050, unless otherwise terminated.

5. EXPIRATION OF EXISTING CONTRACTS:

5.1 Reserve Contract No. 12-UGPR-620, dated April 23, 2012, between Franklin and Western expires on its own terms as of the date this Contract is executed.

5.2 Franklin's Original Contract expires on its own terms at midnight, December 31, 2020.

6. FIRM ELECTRIC POWER AND ENERGY TO BE FURNISHED:

6.1 Western shall supply power, CROD amount as specified in Exhibit A, and energy to Franklin, and Franklin shall accept delivery of such power and energy, during each billing period on the basis of the formulae shown on the following pages. This power and energy shall hereinafter be referred to as Western's Maximum Obligations. The power and energy portions of this obligation shall respectively be referred to as the Maximum Rate of Firm Power Obligation and the Maximum Energy Obligation. These obligations shall be computed on a seasonal basis. The Winter Season is defined as the November through April billing periods and the Summer Season is defined as the May through October billing periods for the purposes of this Contract.

6.2 The Maximum Rate of Firm Power Obligation shall never exceed an amount to be known as the CROD. This is the maximum power that Western is obligated to provide to Franklin at any time during the corresponding season. The CROD used in the formulae is specified in Exhibit A.

6.3 In the formulae below, the X/Y factor shall never be greater than one.

6.3.1 During any Winter Season:

The Maximum Rate of Firm Power Obligation in any billing period =

$$(X/Y)(D)$$

The Maximum Energy Obligation in any billing period =

$$(X/Y)(E)$$

Where:

X = The Winter Season CROD as set forth in Exhibit A,

Y = The highest Franklin System Demand, as determined pursuant to or as defined in Exhibit B, during the 7 Winter Season billing periods ending with the current billing period,

D = Franklin's System Demand, as determined pursuant to or as defined in Exhibit B, in the current billing period, and

E = Franklin's System Energy Requirements, as determined pursuant to or as defined in Exhibit B, in the current billing period.

6.3.2 During any Summer Season:

The Maximum Rate of Firm Power Obligation in any billing period =

$$(X/Y)(D)$$

Maximum Energy Obligation in any billing period =

$$(X/Y)(E)$$

Where:

X = The Summer Season CROD as set forth in Exhibit A,

Y = The highest Franklin System Demand, as determined pursuant to or as defined in Exhibit B, during the 7 Summer Season billing periods ending with the current billing period,

D = Franklin's System Demand, as determined pursuant to or as defined in Exhibit B, in the current billing period, and

E = Franklin's System Energy Requirements, as determined pursuant to or as defined in Exhibit B, in the current billing period.

6.4 Western, under the terms and conditions stipulated herein, will furnish firm electric power to Franklin, up to the CROD, along with its associated energy, to the Points of Delivery and under the conditions specified in Exhibit C.

6.5 Western shall have the right to restrict the taking of firm power and energy so as to conform generally with Franklin's hourly load pattern. Such restrictions shall not be considered curtailments of firm electric service which are subject to billing adjustment.

6.6 Notwithstanding the provisions of Subsection 6.4, Western reserves the right to limit energy deliveries in all billing periods to a specified number of kilowatthours per kilowatt of the Maximum Rate of Firm Power Obligation upon not less than three years' advance notice given in writing by Western to Franklin. Such limit of energy deliveries would be in accordance with provisions of the 2021 PMI, as published in the Federal Register on November 16, 2011, (76 FR 71015).

6.7 Power and energy supply requirements in excess of Western's Maximum Obligations are the responsibility of Franklin and will normally be supplied from the sources identified in Exhibit B.

7. REACTIVE POWER: Each Party will supply or obtain all of its own reactive power requirements, in accordance with the Schedule of Rates for Firm Power Service to be attached hereto and made part of this Contract. If available, either Party may obtain reactive power from the other by mutual agreement.

8. BILLING AND PAYMENT PROVISIONS:

8.1 Western will bill Franklin and Franklin shall pay for the firm power and energy furnished by Western in accordance with the rates, charges, and conditions set out in the Schedule of Rates for Firm Power Service, attached hereto and made part of this Contract the same as if it had been expressly set forth herein. The Schedule of Rates for Firm Power Service may be revised in accordance with the General Power Contract Provisions (GPCP).

8.2 Western will bill Franklin and Franklin shall pay for costs assessed to Western associated with the delivery of power and energy to Franklin and other costs as outlined in Subsection 11.5 below.

9. CREDITWORTHINESS PROCEDURES: Franklin agrees to comply with Western's Upper Great Plains Region Creditworthiness Procedures dated October 9, 2013, attached hereto and made part of this Contract the same as if they had been expressly set forth herein.

10. BILL CREDITING:

10.1 Payments due Western by Franklin shall be paid by Franklin to a third party when so directed by Western. Any third party designated to receive payment in lieu of Western, and the amount to be paid to that party, will be so identified in writing to Franklin with the monthly power bill. The payment to the third party shall be due and payable by the payment due date specified on Franklin's power bill issued by Western in accordance with the GPCP. When remitting payment to a designated third party,

Franklin shall indicate that such payment is being made on behalf of Western. Western shall credit Franklin for the amount paid as if payment had been made directly to Western. All other payment provisions shall remain in full force and effect.

10.2 Franklin shall accept payment from third parties of amounts due Franklin from Western and shall notify Western of the date of receipt of each payment. Franklin shall credit Western for such payments the same as if they had been made directly by Western. This obligation to accept payment from a third party does not release Western of its obligation to pay Franklin if a third party is unwilling or unable to pay. In the event third party payment to Franklin exceeds Western's payment obligation to Franklin, Franklin shall reimburse the difference to Western within 20 days of the receipt in full of such third party payment. In the event Western directs more than one third party to make payment to Franklin and the total payments exceed Western's payment obligation to Franklin, Franklin shall reimburse the difference to Western within 20 days of the receipt of the last payment received by Franklin.

11. POWER AND ENERGY DELIVERIES:

11.1 Deliveries of power and energy to Franklin under this Contract shall be scheduled in advance, emergencies excepted, in accordance with procedures agreed upon in advance between the Authorized Representatives of the Parties, hereinafter referred to as Scheduling Procedures. The Scheduling Procedures shall provide for the adaptation of such schedules for day-to-day operational requirements, and shall be based on hourly load patterns. The Scheduling Procedures shall also specify the handling of deliveries less than or in excess of Western's obligation as defined in Section 6 of this Contract.

11.2 The Scheduling Procedures shall be updated by Western, as required. Any required changes to the Scheduling Procedures shall be completed within six months of the date of notice to Franklin, or a date as mutually agreed to in writing by the Parties. If new Scheduling Procedures are not agreed upon between the Parties, Western will unilaterally implement new Scheduling Procedures.

11.3 Franklin is responsible for the schedule of power and energy deliveries from Western in accordance with the Scheduling Procedures referenced in Subsection 11.1 above.

11.4 Western shall have no obligation to replace any power and energy that is unavailable due to physical transmission constraints, such as scheduled maintenance, system emergencies, or forced outages.

11.5 Franklin is responsible for scheduling error fees or charges, energy imbalance penalties or fees, and other penalties, fees, or charges not caused by Western-related errors to scheduling and delivery of Franklin's firm electric service.

12. DELIVERY ARRANGEMENTS: Western is responsible for making arrangements to deliver Federal power and energy sold under this Contract to the edge of Western's transmission system facilities. Franklin is responsible for obtaining its own transmission arrangements for delivery of Federal power and energy beyond these facilities, if necessary.

13. INTEGRATED RESOURCE PLAN REQUIREMENTS:

13.1 Western developed the Energy Planning and Management Program (Program), as extended by the 2021 PMI, in part to implement Section 114, of the Energy Policy Act of 1992 (106 Stat. 2776).

13.2 Franklin shall comply with Integrated Resource Plan (IRP) requirements, as applicable, in accordance with the Program.

13.3 Western shall administer the IRP requirements, as applicable, in accordance with the Program as adopted under 10 CFR part 905, as amended.

13.4 Failure to comply with the IRP requirements will result in the application of penalties as specified in the Program. Such penalties shall not be applied until completion of the administrative appeals provided for in the Program.

13.5 In the event that Western, or any successor agency, shall promulgate changes to the Program after execution of this Contract, Franklin, by written notice to the Contracting Officer within 90 days after the effective date of a Program change, may elect to terminate this Contract. The termination shall be effective not more than one year from the date of receipt of the notice by Western.

14. TERMS AND CONDITIONS CURRENTLY UNDER DEVELOPMENT: The Parties recognize that Western is working with existing firm power customers to address terms and conditions associated with delivering power and energy consistent with the 2021 PMI. As additional firm electric service contracts are executed, new terms and conditions may be developed relating to power and energy deliveries and implementation of the 2021 PMI. The Parties may mutually agree to incorporate those

new terms and conditions into this Contract to provide contract consistency. Franklin agrees not to unreasonably withhold consent to such firm electric service contract modifications.

15. ENFORCEMENT AUTHORITY: Notwithstanding any provision herein, by entering into this Contract, Western has not, and will not be deemed to have: 1) waived or conceded any defense it may have, including sovereign immunity, intergovernmental immunity, or lack of subject matter jurisdiction; 2) accepted any liability, responsibility, or obligation to pay any penalty or fine to which it would not have been subject in the absence of this Contract; or 3) accepted or assumed any obligation to act, or refrain from acting, in a manner that would violate, or exceed the authority conferred on it by, any applicable statute, regulation, or lawfully promulgated court or regulatory order.

16. SEVERABILITY: If any provision of this Contract is determined to be invalid, void, or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement, or covenant of this Contract.

17. EXHIBITS MADE PART OF THE CONTRACT: Exhibits A, B, and C, attached hereto, are made part of this Contract and each shall be in force and effect in accordance with its respective terms.

18. GENERAL POWER CONTRACT PROVISIONS: The GPCP effective September 1, 2007, attached hereto, are made part of this Contract the same as if they had been expressly set forth herein.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed the day and year first above written.

WESTERN AREA POWER ADMINISTRATION

By [Signature]

Title Vice President of Power Marketing
for Upper Great Plains Region

Address P.O. Box 35800
Billings, MT 59107-5800

SEAL PROVIDED
ON
ORIGINAL COPY



Attest:

By Cheryl K Saashoff

Title Clerk/Treas.

CITY OF FRANKLIN, NEBRASKA

By [Signature]

Title Council President

Address 619 15th Street
Franklin, NE 68939-1717

EXHIBIT A
(Contract Rates of Delivery)

1. This Exhibit A made this 13th day of March, 2015, under and as a part of Contract No. 12-UGPR-1097, dated March 13, 2015, hereinafter called the Contract, shall become effective on January 1, 2021, and shall remain in effect until superseded by another Exhibit A or termination of the Contract.

2. CONTRACT RATES OF DELIVERY FOR FIRM POWER:

2.1 WINTER SEASON: On and after January 1, 2021, the Contract Rate of Delivery (CROD) for firm power during any Winter Season shall be 500 kilowatts. Effective the first day of the first full billing period beginning in January 2021, the CROD for firm power during any Winter Season may be adjusted as stated in this Exhibit A.

2.2 SUMMER SEASON: On and after January 1, 2021, the CROD for firm power during any Summer Season shall be 524 kilowatts. Effective January 1, 2021, the CROD for firm power during any Summer Season may be adjusted as stated in this Exhibit A.

3. CONTRACT RATES OF DELIVERY ADJUSTMENTS:

3.1 In the event that the CROD of Franklin is altered or requires a revision due to the Original Contract or the 2021 PMI, Western reserves the right to unilaterally require the substitution of a new Exhibit A.

3.2 2021 RESOURCE POOL: Effective on the first day of the first full billing period in January 2021, Franklin's CROD may be adjusted in accordance with the 2021 PMI. Western may reduce Franklin's CROD for future Winter and Summer Seasons by up to 1 percent from the then current CROD. Western will give Franklin two years' advance notice of such adjustment.

3.3 2031 RESOURCE POOL: Effective on the first day of the first full billing period in January 2031, Franklin's CROD may be adjusted in accordance with the 2021 PMI. Western may reduce Franklin's CROD for future Winter and Summer Seasons by up to 1 percent from the then current CROD. Western will give Franklin two years' advance notice of such adjustment.

3.4 2041 RESOURCE POOL: Effective on the first day of the first full billing period in January 2041, Franklin's CROD may be adjusted in accordance with the 2021 PMI. Western may reduce Franklin's CROD for future Winter and Summer Seasons by up to 1 percent from the then current CROD. Western will give Franklin two years' advance notice of such adjustment.

3.5 HYDROLOGY AND RIVER OPERATIONS WITHDRAWAL: On and after January 1, 2021, at the discretion and sole determination of Western, Franklin's CROD will be subject to adjustment on five years' written notice in response to changes in hydrology and river operations. Proportional adjustments will be set forth in a revised Exhibit A only after an appropriate public process.

3.6 PROJECT USE WITHDRAWAL: Western reserves the right to reduce Franklin's Summer Season CROD by up to 5 percent for new P-SMBP--ED project use requirements, by giving a minimum of five years' written notice in advance of such action.

EXHIBIT B
(Operating Agreement Including Quantitative Determinations)

1. Exhibit B under the Original Contract is also the Exhibit B under this Contract, Contract No. 12-UGPR-1097, dated March 13, 2015, hereinafter called the Contract, and shall become effective on January 1, 2021, and shall remain in effect until superseded by another Exhibit B or termination of the Contract.
2. In the event that the operating agreement, including quantitative determinations, of Franklin is altered or requires a revision due to the Original Contract or the 2021 PMI, Western reserves the right to unilaterally require the substitution of a new Exhibit B.

EXHIBIT C

(Transmission Path and Delivery and Measurement Conditions)

1. Exhibit C under the Original Contract, not including any provision for a 1 mill per kilowatt-hour wheeling discount or an up to 7 percent physical transmission loss adjustment, is also the Exhibit C under this Contract, Contract No. 12-UGPR-1097, dated March 13, 2015, hereinafter called the Contract, and shall become effective on January 1, 2021, and shall remain in effect until superseded by another Exhibit C or termination of the Contract.
2. In the event that the transmission path or the delivery and measurement conditions of Franklin are altered or require a revision due to the Original Contract or the 2021 PMI, Western reserves the right to unilaterally require the substitution of a new Exhibit C.

Contract No. 20-UGPR-5004
City of Franklin, Nebraska
Nebraska Public Power District

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

ASSIGNMENT OF SPECIFIC RIGHTS, DUTIES AND OBLIGATIONS

OF THE CITY OF FRANKLIN, NEBRASKA'S

FIRM ELECTRIC SERVICE CONTRACT

TO NEBRASKA PUBLIC POWER DISTRICT

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

ASSIGNMENT OF SPECIFIC RIGHTS, DUTIES AND OBLIGATIONS

OF THE CITY OF FRANKLIN, NEBRASKA'S

FIRM ELECTRIC SERVICE CONTRACT

TO NEBRASKA PUBLIC POWER DISTRICT

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Certificate

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

ASSIGNMENT OF SPECIFIC RIGHTS, DUTIES AND OBLIGATIONS

OF THE CITY OF FRANKLIN, NEBRASKA'S

FIRM ELECTRIC SERVICE CONTRACT

TO NEBRASKA PUBLIC POWER DISTRICT FIRM ELECTRIC SERVICE TO

NEBRASKA PUBLIC POWER DISTRICT

1. PREAMBLE: This Contract is made on _____, pursuant to the Acts of Congress approved June 17, 1902 (32 Stat. 388), December 22, 1944 (58 Stat. 887), August 4, 1977 (91 Stat. 565), and Acts amendatory or supplementary to the foregoing Acts between the UNITED STATES OF AMERICA, acting by and through the Administrator and Chief Executive Officer, Western Area Power Administration, Department of Energy, hereinafter called WAPA, represented by the officer executing this Contract Number 20-UGPR-5004 (Assignment), a duly appointed successor, or a duly authorized representative, hereinafter called the Contracting Officer, and the CITY OF FRANKLIN, NEBRASKA, a municipal corporation duly organized under and by virtue of the laws of the State of Nebraska, hereinafter called FRANKLIN, and NEBRASKA PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska, hereinafter called NPPD, their successors and assigns, each sometimes hereinafter individually called Party, and all sometimes hereinafter collectively called the Parties.

2. EXPLANATORY RECITALS:

2.1 Franklin is a qualifying preference entity within the established marketing area for the Pick-Sloan Missouri Basin Program--Eastern Division (P-SMBP--ED) and receives an allocation of firm power from the P-SMBP--ED.

2.2 Franklin entered into Firm Electric Service Contract No. 12-UGPR-1097, dated March 13, 2015, (2021 FES Contract), with WAPA, which, among other things, provides for the delivery of Federal electric power and energy from WAPA. The 2021 FES Contract becomes effective January 1, 2021.

2.3 NPPD is a qualifying preference entity within the established P-SMBP--ED Marketing Area.

2.4 On April 1, 2009, NPPD joined the Southwest Power Pool (SPP).

2.5 NPPD, as a Transmission Owning Member of SPP and Network Integrated Service Customer under the SPP Tariff, requires certain contractual rights to receive Franklin's Federal power and energy at the NPPD interconnection to WAPA for delivery of that Federal power and energy to Franklin.

2.6 WAPA received a request dated May 21, 2020, from Franklin and NPPD, for an assignment of specific rights, duties, and obligations under Franklin's 2021 FES Contract to NPPD.

2.7 Therefore, the Parties chose to enter into this Assignment to accommodate Franklin's and NPPD's requests to assign specific rights, duties, and obligations under Franklin's 2021 FES Contract to NPPD.

2.8 This Assignment is only for specific rights, duties, and obligations for NPPD responsibilities in SPP with regards to Franklin's Federal power allocation.

Franklin shall retain the Federal Power allocation indicated in Franklin's 2021 FES Contract.

3. AGREEMENT: The Parties agree to the terms and conditions set forth herein.

4. TERM OF ASSIGNMENT:

4.1 This Assignment shall become effective on January 1, 2021, and subject to prior termination as otherwise provided for herein, shall remain effect through midnight December 31, 2050.

4.2 Franklin or NPPD may terminate this Assignment upon ninety days written notice to the Parties.

4.3 In the event NPPD fails to comply with the terms and conditions of the 2021 FES Contract applicable to the rights, duties, and obligations assigned to it, WAPA may terminate the Assignment upon ninety days written notice to the Parties. Should NPPD cease to arrange SPP Transmission Service for delivery of Franklin's Federal power and energy, this Assignment shall be null and void.

4.4 In the event the 2021 FES Contract is terminated or expires WAPA shall concurrently terminate this Assignment, unless otherwise terminated as provide for herein.

5. TERMINATION OF EXISTING ASSIGNMENT: Assignment Contract

No. 14-UGPR-5016, dated March 18, 2015, expires on its own terms effective midnight December 31, 2020.

6. FRANKLIN'S ASSIGNMENT TO NPPD:

6.1 NPPD shall have the right, duty, and obligation, on behalf of Franklin, to the following:

6.1.1 schedule Franklin's Federal power and energy in accordance with the 2021 FES Contract;

6.1.2 receive delivery of and title to Franklin's Federal power and energy at the points of interconnection as defined in Franklin's 2021 FES Contract,

6.1.3 deliver all of the Federal power and energy under Subsection 6.1.2 above to Franklin's point(s) of delivery as designated in Franklin's 2021 FES Contract in accordance with the SPP Tariff, and

6.1.4 designate Franklin's Federal power and energy as a designated network resource to meet NPPD's network load requirements under the SPP Tariff.

6.2 No additional rights, duties, or obligations of the 2021 FES Contract are assigned to NPPD under this Assignment. With respect to the rights, duties, and obligations assigned to NPPD under this Assignment, NPPD is subject to, and bound by, the terms and conditions of Franklin's 2021 FES Contract as if it were a signatory to that 2021 FES Contract. In the event this Assignment differs from the requirements of the 2021 FES Contract, specific terms set forth in the 2021 FES Contract shall prevail. A copy of the 2021 FES Contract is attached as Exhibit A.

6.3 Upon expiration or termination of this Assignment, all rights, duties, and obligations assigned to NPPD shall return to Franklin.

7. **DIGITAL SIGNATURE:** The Parties agree that this Assignment may be signed and executed by digital signature, digitally signed using Adobe Sign or Adobe E-Signature. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

8. **EXECUTION IN COUNTERPARTS:** This Assignment may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Assignment may be detached by any counterpart of this Assignment without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Assignment identical in form hereto, by having attached to it one or more signature pages.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed the day and year first above written.

(SEAL)

CITY OF FRANKLIN, NEBRASKA

By _____

Attest:

Title _____

By _____

Address 619 15th Avenue

Title _____

Franklin, NE 68939

(SEAL)

NEBRASKA PUBLIC POWER DISTRICT

By _____

Attest:

Title _____

By _____

Address 1414 15th Street

Title _____

Columbus, NE 68601

The above Assignment of specific rights, duties, and obligations under the 2021 FES Contract is approved.

Date: _____

Senior Vice President and
Upper Great Plains Regional Manager

For Administrator and Chief Executive Officer
Western Area Power Administration