

**Municipal Energy Agency of Nebraska**  
**Schedule K and Schedule K-1**  
**Revised Section III**  
**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 Bulk Power Participation, Service Schedule K and K-1 between MEAN and the City.

**SECTION 1. SERVICES TO BE PROVIDED**

- 1.01 This schedule applies to the Bulk Power Participation 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 energy measured by metering equipment installed in accordance with the Asset Management Policies and Procedures, plus energy measured at other points necessary to accurately capture and bill City’s load, adjusted for losses to the point or points where the City interconnects with the delivering transmission system.
- 2.02 Monthly Western Area Power Administration Energy Allocation
- a. If the 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~~23, 202~~4~~5

Effective date of this Schedule of Rates and Charges: April 1, 202~~5~~4

By: \_\_\_\_\_

Supersedes Schedule of Rates and Charges dated Effective April 1, 202~~3~~4

**Municipal Energy Agency of Nebraska**  
**Schedule K and Schedule K-1**  
**Revised Section III**  
**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 Revised Section III.

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 a rate equal to the then-current Service Schedule M Energy Charge per kilowatt-hour as defined in Section 3.02 of the Schedule of Rates and Charges for Schedule M plus five percent (5%) and applicable rounding. The billing rate for Schedule K and Schedule K-1 as of the effective date of this Schedule of Rates and Charges, is as follows:

~~\$0.04578~~05005

- 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~~23, 202~~4~~5

Effective date of this Schedule of Rates and Charges: April 1, 202~~5~~4

By: \_\_\_\_\_

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**Municipal Energy Agency of Nebraska**  
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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:

~~\$0.04807~~05256

- 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: ~~\$180~~175.00 per hour.

3.09 The rates and charges established in this Revised Section III may be modified from time to time by MEAN pursuant to the terms of the Agreement and shall become effective pursuant to such terms.

Date Approved: January ~~18~~23, 202~~4~~5

Effective date of this Schedule of Rates and Charges: April 1, 202~~5~~4

By: \_\_\_\_\_

Supersedes Schedule of Rates and Charges dated Effective April 1, 202~~3~~4

**Municipal Energy Agency of Nebraska**  
**Schedule K and Schedule K-1**  
**Revised Section III**  
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SECTION 4. CAPACITY COMMITMENT COMPENSATION

4.01 The City shall be reimbursed for the commitment of its accredited generation facilities ~~as follows: at a~~

~~a. Demand Rate for each kilowatt of Contract Capacity, as that term is defined in the Asset Management Policies and Procedures, of \$1.502.50 per month.~~

4.02 The City shall be compensated for energy production in accordance with the policies and procedures outlined in the Asset Management Policies and Procedures.

a. The cost of fuel consumed in accordance with the Asset Management Policies and Procedures.

b. The variable O&M Rate, as that term is defined in the Asset Management Policies and Procedures, is \$0.005 per kWh.

c. The Labor Rate per unit Operating Hour, as those terms are defined in the Asset Management Policies and Procedures, is \$44.00.

d. The Energy Charge, as that term is defined in the Asset Management Policies and Procedures, shall mean the then-current rate charged by MEAN for the produced kWh. The Energy Charge rate is equal to the applicable rates noted in Section 3.02.a. and/or Section 3.03.a. of this Schedule of Rates and Charges.

~~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.

Date Approved: January ~~18~~23, 202~~4~~5

Effective date of this Schedule of Rates and Charges: April 1, 202~~5~~4

By: \_\_\_\_\_

Supersedes Schedule of Rates and Charges dated Effective April 1, 202~~3~~4

**Municipal Energy Agency of Nebraska**  
**Schedule K and Schedule K-1**  
**Revised Section III**  
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- 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~~23, 202~~4~~5

Effective date of this Schedule of Rates and Charges: April 1, 202~~5~~4

By: \_\_\_\_\_

Supersedes Schedule of Rates and Charges dated Effective April 1, 202~~3~~4

Municipal Energy Agency of Nebraska  
 Fixed Cost Recovery Charge  
 Schedule K Revised Section III  
 Schedule K-1 Revised Section III  
 Attachment 1

	April	May	June	July	August	September	October	November	December	January	February	March	Total
<b>Schedule K and K-1</b>													
Glenwood Springs, CO	\$ 288,593.00	\$ 288,593.00	\$ 288,593.00	\$ 288,593.00	\$ 288,593.00	\$ 288,593.00	\$ 288,593.00	\$ 288,593.00	\$ 288,593.00	\$ 288,593.00	\$ 288,593.00	\$ 288,594.00	\$ 3,463,117.00
Wray, CO	20,535.00	20,535.00	20,535.00	20,535.00	20,535.00	20,535.00	20,535.00	20,535.00	20,535.00	20,535.00	20,535.00	20,536.00	246,421.00
<b>Total Schedule K and K-1</b>	\$ 309,128.00	\$ 309,128.00	\$ 309,128.00	\$ 309,128.00	\$ 309,128.00	\$ 309,128.00	\$ 309,128.00	\$ 309,128.00	\$ 309,128.00	\$ 309,128.00	\$ 309,128.00	\$ 309,130.00	\$ 3,709,538.00

**Municipal Energy Agency of Nebraska**  
**Schedule K and Schedule K-1**  
**Revised Section III**  
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[Copy of General Terms and Conditions of Service attached.]

Date Approved: January ~~18~~23, 20245

Effective date of this Schedule of Rates and  
Charges: April 1, 20254

By: \_\_\_\_\_

Supersedes Schedule of Rates and Charges dated  
Effective April 1, 20234

<b>MEAN</b> MUNICIPAL ENERGY AGENCY OF NEBRASKA	Version No.	1.0
	Effective Date	January 23, 2020
<b>General Terms and Conditions of Service</b>	<b>Distribution Restriction: Public Document</b>	

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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	Effective Date	January 23, 2020
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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**  
**Schedule K and Schedule K-1**  
**Revised Section III**  
**Schedule of Rates and Charges**


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

Date Approved: January ~~18~~23, 202~~4~~5

Effective date of this Schedule of Rates and  
Charges: April 1, 202~~5~~4


By: \_\_\_\_\_

Supersedes Schedule of Rates and Charges dated  
Effective April 1, 202~~3~~4

 <b>MEAN</b> MUNICIPAL ENERGY AGENCY OF NEBRASKA	Version No.	1.0
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	Effective Date	April 1, 2023
<b>Green Energy Program Terms and Conditions</b>		<b>Distribution Restriction: Public Document</b>

**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: \_\_\_\_\_



Title: \_\_\_\_\_  
Date: \_\_\_\_\_