

ELDRIDGE ELECTRIC AND WATER UTILITY BOARD

September 19, 2023
5:00 pm
City Hall, 305 N. 3rd Street

1. Call to order
2. Public Comment
3. Approval of Agenda
4. **Approval of Minutes –September 5, 2023**

5. Financial
 - A. **Consideration to Approve Bills Payable**

6. Electric Department – Mike Anderson
 - A. **Outage**
 - B. **PCA Discussion**
 - C. Department update

7. Water Department – Brock Kroeger
 - A. Department Update

8. Administrative –
 - A. **CMPAS/MISA Collateral Discussion**
 - B. Department Update

9. Adjournment

NEXT REGULAR MEETING Tuesday, October 3, 2023 at 5:00pm

The regular meeting of the Eldridge Electric and Water Utility Board was called to order at 5:00 P.M. on September 5, 2023, at Eldridge City Hall.

Board members present were Brock Kroeger, Mike Anderson, Barb O'Brien, and Jim Skadal. Paula Steward was absent. Also, present Jacob Rowe and Jody Coffman. Visitors Frank King and Tate Olson.

Public Comment- Mayor Frank King addressed the Board asking for clarification on how the Board was structured in relation to the City Administrator and City Council.

T. Olson spoke on behalf of Jacob Rowe and urged the Board to come together to a solution regarding the utility organizational chart.

Motion by O'Brien, second by Anderson to approve the agenda All ayes.

Motion by Skadal second by Anderson to approve the minutes from August 22, 2023. All ayes.

FINANCIAL – Motion by Kroeger to approve bills payable in the amount of \$162,912.46, second by Skadal. All ayes.

ELECTRIC – There was an outage on 8/25/23 at 202 W. Torrey Pines Dr. from 10:20am to 10:45 am. The cause was MidAmerican cut a primary and affected twelve customers.

Rowe reported on the Annual Cost of Power Analysis.

There was a PCA update.

Department update: We have received a few applications for the lineman position. The crew has the Grunwald addition almost done, and they are installing new services. We should have all transformers for new projects by December. Brock Benson's last day is Friday.

WATER- Water testing was done at 8 locations in August, and all passed.

There was a water main break at 508 W. Prairie Vista Dr. on 8/22/23 from 6:30 pm to 11:45 pm, 16 customers were affected. We lost 15,000 gallons.

Rowe discussed the Water Tower Report from KLM, he has a meeting with KLM to discuss moving forward with recommendations.

Department update: The crew will start fall flushing on Monday. The crew also attended trench rescue training.

ADMINISTRATION-

Department update: Rowe is still working with Stanley on the CIP. We have received the CMPS contract.

Motion by O'Brien to adjourn the meeting at 6:05 P.M., second by Anderson. All ayes.

Utility Bills Payable for September 19, 2023

TOTAL CHECKS	21,914.41
MidAmerican Wire Transfer- WS4 - Louisa energy charge - CMMPA	227,222.82
Credit Cards	2,392.30
PAYROLL September 16, 2023	\$26,336.02
TOTAL	277,865.55

VENDOR SET: 01 City of Eldridge
 BANK: 00 FIRST CENTRAL UTILITY
 DATE RANGE: 9/01/2023 THRU 9/14/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
002648	AUXIANT							
I-202308313851	CLAIM FUNDING	D	9/01/2023			000638		
821 5-630-6184	UTILITY INSURANCE REIMBURSEMENCLAIM FUNDING			3.97				3.97
002648	AUXIANT							
I-202309143892	CLAIM FUNDING	D	9/14/2023			000650		
821 5-630-6184	UTILITY INSURANCE REIMBURSEMENCLAIM FUNDING			114.00				114.00
1	ANTON, CHRIS							
I-000202309013855	US REFUND	R	9/01/2023			225489		
630 2033	DEPOSIT REFUNDS PAYABLE		02-3170-14	89.67				89.67
1	BELK, CRAIG							
I-000202309013854	US REFUND	R	9/01/2023			225490		
630 2033	DEPOSIT REFUNDS PAYABLE		01-6143-04	44.30				44.30
1	O'CONNOR, CLAUDIA							
I-000202309013857	US REFUND	R	9/01/2023			225491		
630 2033	DEPOSIT REFUNDS PAYABLE		04-0980-18	69.34				69.34
1	REYES, WILLIAM							
I-000202309013856	US REFUND	R	9/01/2023			225492		
630 2033	DEPOSIT REFUNDS PAYABLE		02-3200-33	143.08				143.08
1	SCHMIDT, DOROTHY							
I-000202309013853	US REFUND	R	9/01/2023			225493		
630 2033	DEPOSIT REFUNDS PAYABLE		01-3943-02	98.50				98.50
1	NAUMAN, BRIAN							
I-000202309143890	US REFUND	R	9/14/2023			225494		
630 2033	DEPOSIT REFUNDS PAYABLE		01-1830-00	81.43				81.43
001034	A & A AIR COND & REFRIGERATION							
I-23AUG081390	ICE MACHINE	R	9/14/2023			225495		
630 5-820-6310	B & G MATERIAL			66.88				
I-23JUL071380	ICE MACHINE	R	9/14/2023			225495		
630 5-820-6310	B & G MATERIAL			66.87				133.75
001048	ADVANTAGE TREE SERVICES LLC							
I-118642	STUMP GRINDING	R	9/14/2023			225496		
600 5-810-6310	B & G MATERIAL			250.00				250.00
002588	ALWAYS CLEAN LLC							
I-6390FFU	CLEANING SERVICES	R	9/14/2023			225497		
630 5-820-6310	B & G MATERIAL			472.50				472.50

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 DATE RANGE: 9/01/2023 THRU 9/14/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000047	CENTRAL SCOTT TELEPHONE							
I-202309133881	WIFI, PHONE	R	9/14/2023			225498		
600 5-810-6373	TELEPHONE & INTERNET			277.28				
630 5-820-6373	TELEPHONE & INTERNET			493.00				770.28
000131	CINTAS CORPORATION							
I-4166971016U	MATS	R	9/14/2023			225499		
630 5-820-6310	B & G MATERIAL			51.08				51.08
002470	CINTAS FIRST AID & SAFETY D89							
I-5173865970U	FIRST AID	R	9/14/2023			225500		
630 5-820-6310	B & G MATERIAL			59.03				59.03
001890	COLLECTIVE DATA							
I-18186U	ANNUAL RENEWAL	R	9/14/2023			225501		
630 5-820-6332	VEHICLE MAINTENANCE			625.00				
600 5-810-6332	VEHICLE MAINTENANCE			625.00				1,250.00
001175	DULTMEIER SALES							
I-4080056	CONNECTORS	R	9/14/2023			225502		
600 5-810-6310	B & G MATERIAL			72.93				
I-4080065	ELBOWS	R	9/14/2023			225502		
600 5-810-6310	B & G MATERIAL			94.68				167.61
001544	G T SPORTS UNLIMITED							
I-1003997	JACOB POWELL	R	9/14/2023			225503		
600 5-810-6181	CLOTHING ALLOWANCE			53.00				53.00
002710	KLM ENGINEERING INC							
I-9752	DRY TANK CLEANOUT	R	9/14/2023			225504		
600 5-810-6453	TANK INTERIOR MAINTENANCE			2,200.00				
I-9753	DRY TANK CLEANOUT	R	9/14/2023			225504		
600 5-810-6453	TANK INTERIOR MAINTENANCE			1,200.00				3,400.00
002711	NAPA AUTO PARTS							
I-249587	UNIT 301 PANEL FILTER	R	9/14/2023			225505		
600 5-810-6332	VEHICLE MAINTENANCE			33.77				33.77
000323	NORTH SCOTT PRESS							
I-202309133884	UTILITY BOARD	R	9/14/2023			225506		
630 5-820-6414	PUBLISHING			152.15				152.15
001250	OFFICE OF AUDITOR OF STATE							
I-202309133886	FILING FEE	R	9/14/2023			225507		
630 5-820-6401	AUDIT			425.00				425.00

VENDOR SET: 01 City of Eldridge
 BANK: 00 FIRST CENTRAL UTILITY
 DATE RANGE: 9/01/2023 THRU 9/14/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
002787	PATRIOT LINCOLN OF DAVENPORT							
I-5000926	UNIT 22 FUE LINES	R	9/14/2023			225508		
630 5-820-6332	VEHICLE MAINTENANCE			76.08				76.08
003828	QC ANALYTICAL SERVICES LLC							
I-2308316	COLIFORM	R	9/14/2023			225509		
600 5-810-6451	WATER TESTING			200.00				200.00
002272	QUAD CITIES WINWATER CO							
I-033392 02	BRASS 90" FOR SAMPING STATION	R	9/14/2023			225510		
600 5-810-63711	OPERATING SUPPLIES & MATERIAL BRASS 90" FOR SAMPIN			49.91				
I-033801 02	6" REPAIR CLAMP	R	9/14/2023			225510		
600 5-810-63711	OPERATING SUPPLIES & MATERIAL 6" REPAIR CLAMP			216.30				
I-033801 03	BRASS STR FR SAMPLOING STATION	R	9/14/2023			225510		
600 5-810-63711	OPERATING SUPPLIES & MATERIAL BRASS STR FR SAMPLOI			35.65				301.86
001982	SHARED IT INC							
I-10867U	IT SERVICES	R	9/14/2023			225511		
600 5-810-6373	TELEPHONE & INTERNET			139.95				
630 5-820-6373	TELEPHONE & INTERNET			139.95				279.90
002587	STANLEY CONSULTANTS INC							
I-02469*32	CAPITAL IMPROVEMENT PLAN	R	9/14/2023			225512		
630 5-820-6407	GENERAL ENGINEERING			3,600.00				3,600.00
000461	STATE HYGENIC LABORATORY							
I-262691	TESTING	R	9/14/2023			225513		
600 5-810-6451	WATER TESTING			221.50				221.50
002227	UNUM LIFE INSURANCE COMPANY OF							
I-202309123877	ACTIVE INSURED EMPLOYEES	R	9/14/2023			225514		
600 5-810-6150	GROUP INSURANCE			86.36				
630 5-820-6150	GROUP INSURANCE			111.86				198.22
000470	UTILITY EQUIPMENT CO.							
I-10104203-000	CURB STOPS	R	9/14/2023			225515		
600 5-810-6560	INTO INVENTORY			3,106.25				3,106.25
000033	WELLMARK BLUE CROSS							
I-202309123878	ACTIVE INSURED EMPLOYEES	R	9/14/2023			225516		
600 5-810-6150	GROUP INSURANCE			1,925.32				
630 5-820-6150	GROUP INSURANCE			4,260.79				6,186.11

VENDOR SET: 01 City of Eldridge
 BANK: 00 FIRST CENTRAL UTILITY
 DATE RANGE: 9/01/2023 THRU 9/14/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
* * T O T A L S * *		NO		INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
	REGULAR CHECKS:	28		21,914.41		0.00		21,914.41
	HAND CHECKS:	0		0.00		0.00		0.00
	DRAFTS:	2		117.97		0.00		117.97
	EFT:	0		0.00		0.00		0.00
	NON CHECKS:	0		0.00		0.00		0.00
	VOID CHECKS:	0	VOID DEBITS	0.00				
			VOID CREDITS	0.00	0.00	0.00		

TOTAL ERRORS: 0

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
600 5-810-6150	GROUP INSURANCE	2,011.68
600 5-810-6181	CLOTHING ALLOWANCE	53.00
600 5-810-6310	B & G MATERIAL	417.61
600 5-810-6332	VEHICLE MAINTENANCE	658.77
600 5-810-63711	OPERATING SUPPLIES & MATERIAL	301.86
600 5-810-6373	TELEPHONE & INTERNET	417.23
600 5-810-6451	WATER TESTING	421.50
600 5-810-6453	TANK INTERIOR MAINTENANCE	3,400.00
600 5-810-6560	INTO INVENTORY	3,106.25
	*** FUND TOTAL ***	10,787.90
630 2033	DEPOSIT REFUNDS PAYABLE	526.32
630 5-820-6150	GROUP INSURANCE	4,372.65
630 5-820-6310	B & G MATERIAL	716.36
630 5-820-6332	VEHICLE MAINTENANCE	701.08
630 5-820-6373	TELEPHONE & INTERNET	632.95
630 5-820-6401	AUDIT	425.00
630 5-820-6407	GENERAL ENGINEERING	3,600.00
630 5-820-6414	PUBLISHING	152.15
	*** FUND TOTAL ***	11,126.51
821 5-630-6184	UTILITY INSURANCE REIMBURSEMEN	117.97
	*** FUND TOTAL ***	117.97

VENDOR SET: 01	BANK: 00	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			30	22,032.38	0.00	22,032.38
BANK: 00	TOTALS:		30	22,032.38	0.00	22,032.38
REPORT TOTALS:			30	22,032.38	0.00	22,032.38

SELECTION CRITERIA

VENDOR SET: 01-City of Eldridge
 VENDOR: ALL
 BANK CODES: Include: 00
 FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
 DATE RANGE: 9/01/2023 THRU 9/14/2023
 CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
 INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES
 PRINT G/L: YES
 UNPOSTED ONLY: NO
 EXCLUDE UNPOSTED: NO
 MANUAL ONLY: NO
 STUB COMMENTS: YES
 REPORT FOOTER: NO
 CHECK STATUS: NO
 PRINT STATUS: * - All

Employee	Transaction Date	Vendor	Description	Amount	Charging Number
Jacob Rowe	8/10/2023	ADOBE	Monthly Subscription	\$21.19	630-5-820-65061
Jacob Rowe	9/10/2023	ADOBE	Monthly Subscription	\$21.19	630-5-820-65061
Jacob Powell	8/9/2023	Hach	Calibrate & Test Lab Meter	\$1,428.00	600-5-810-6705
Jacob Powell	8/11/2023	Commercial Printers	Shipping	\$9.28	600-5-810-6508
Jacob Powell	8/11/2023	Commercial Printers	Shipping	\$23.42	600-5-810-6508
Jacob Powell	8/22/2023	Commercial Printers	Shipping	\$8.93	600-5-810-6508
Jacob Powell	8/24/2023	QC Safety	Safety Glasses & Hard Hat	\$114.10	600-5-810-6765
Jacob Powell	8/25/2023	Kwik Star	Safety Meeting	\$12.47	600-5-810-6240
Jacob Powell	8/25/2023	QC Safety	Safety Glasses	\$119.84	600-5-810-6765
Jacob Powell	9/1/2023	Farm & Fleet	Clothes	\$31.02	600-5-810-6181
Jacob Powell	8/30/2023	American Water College	Renewal	\$30.00	600-5-810-6230
Jacob Powell	8/30/2023	Hach	Flouride Test Kits	\$341.90	600-5-810-6451
Jacob Powell	8/9/2023	Hach	Monochloramine Test Kits	\$155.97	600-5-810-6451
Jacob Powell	8/14/2023	Hach	Chlorinating Solution	\$74.99	600-5-810-6451
Total				\$2,392.30	

OUTAGE REPORT

Date: 9/10/23

Address: 309 W Maple

Outage Time: 9:05 am – 9:35 am

Cause: Animal Contact at
transformer

of Customers: 5

OUTAGE REPORT

Date: 9/17/23

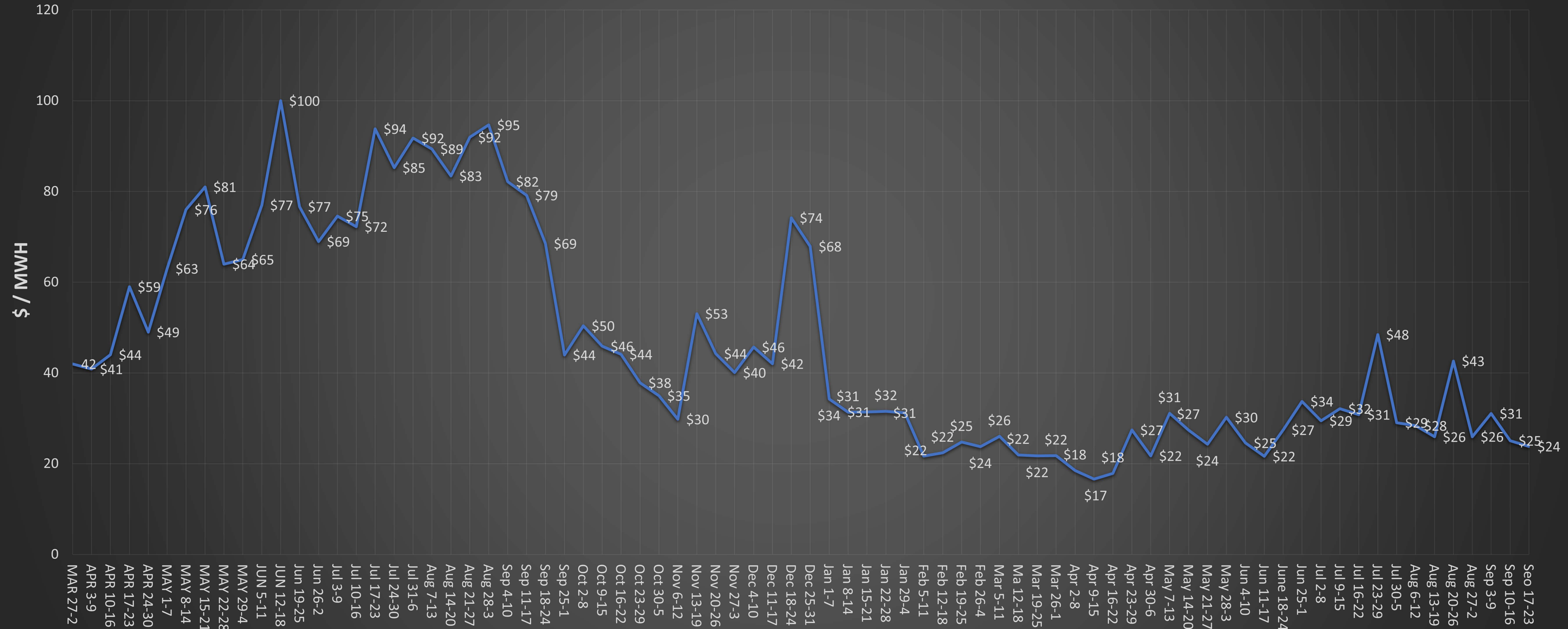
Address: E Lincoln Rd-Sewer Lift
Station

Outage Time: 9:24 am – 10:20 am

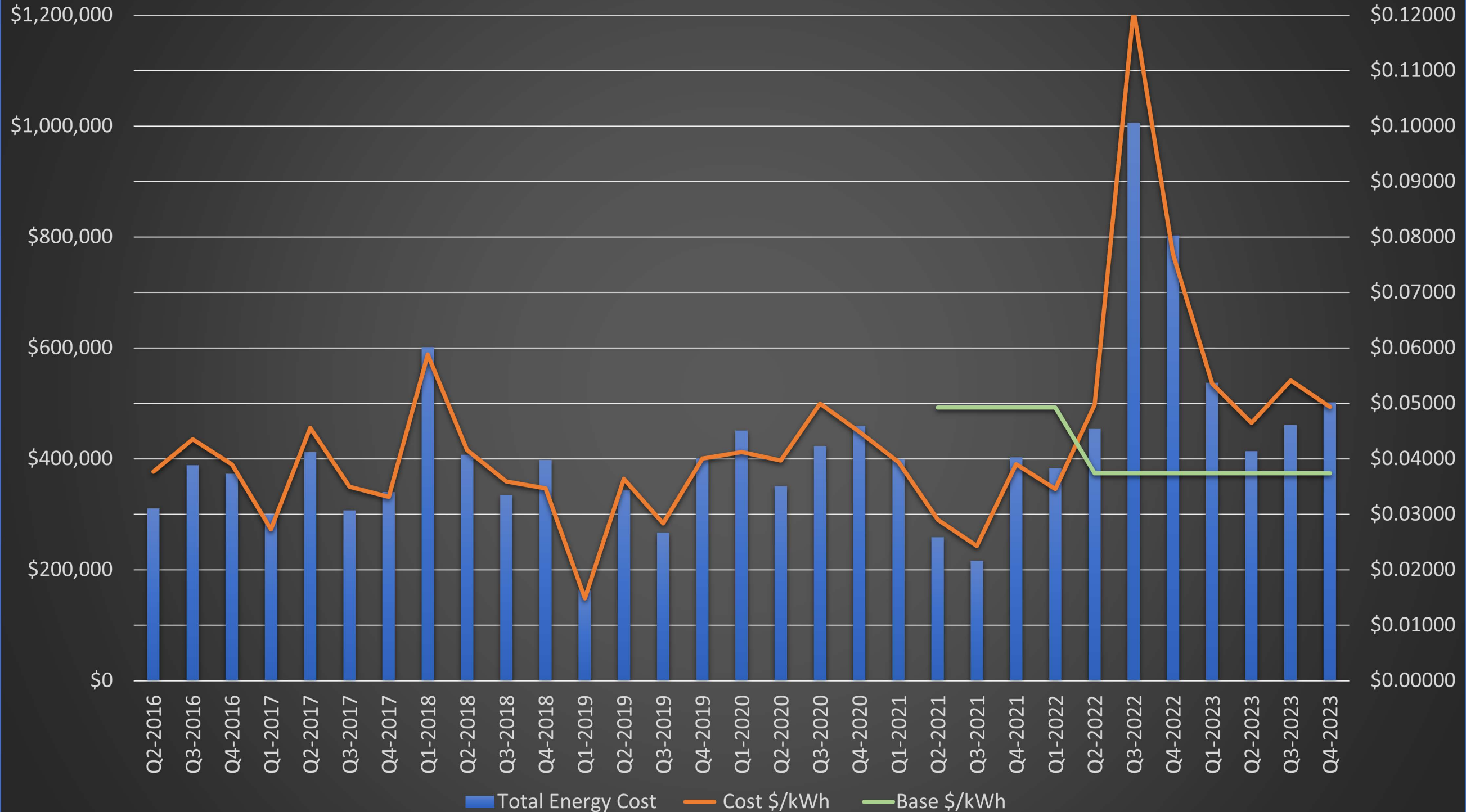
Cause: Animal Contact

of Customers: 1

Weekly Average DA LMP



HISTORICAL QUARTERLY EXPENSES





To: Jacob Rowe, Utility Manager
Eldridge Electric & Water Utility
P O Box 375
305 North 3rd Street
Eldridge, IA 52748

From: Jay Anderson, CEO CMPAS

August 30, 2023

Jacob,

I just wanted to reach back out to you after our visit. It was great seeing you and catching up on what is going on with your city/utility. As I mentioned we have two issues that we need to resolve going forward. The first issue is updating our contract and pricing. We are planning on beginning work to update these items in the next several months. We will reach out to you prior to finalizing any changes in pricing and contract terms to provide transparency to you and your customers.

The second issue that we mentioned is the amount of collateral that CMPAS maintains for your city. As we mentioned CMPAS's policy is to maintain working cash and collateral equal to an average of two months of your highest energy bills plus the required MISO collateral. This cash belongs to your cities and if you leave CMPAS you will be refunded it (less any unpaid bills). We would also like to mention that both CMPAS and MISO do pay interest on funds that you have with us.

To resolve the current cash/collateral shortfall we are seeking you to provide \$775,000. We have attached an invoice for you to submit payment. Please note, this is not a penalty or something either of us have done wrong, over the years load and/or energy prices have increased. Also, it is worth noting MISO bills us weekly while we bill you once a month. Due to these factors, it is important for both of us to have liquidity to show MISO and others that we are financially viable entities to be trusted to transact power purchases and sales.

If you have any concerns relating to this or any other items, please contact me and we can discuss them. It was great to see you and we look forward to continuing our relationship in the future.

Sincerely,

Jay Anderson
CMPAS CEO

Encl: Invoice



Central Municipal Power
 Agency/Services
 7550 Corporate Way Suite 100
 Eden Prairie, MN 55343
 UNITED STATES
 (763)-710-3956

PAGE 1

INVOICE DATE 8/30/2023
 INVOICE NO 7550

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ELD
 ELDRIDGE ELECT UTILITY
 PO BOX 375
 305 NORTH 3RD STREET
 ELDRIDGE, IA 52748-0375

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ELDRIDGE ELECT UTILITY
 PO BOX 375
 305 NORTH 3RD STREET
 ELDRIDGE, IA 52748-0375

TOTAL DUE 775,000.00

SLS1	SLS2	DUE DATE	DISC DUE DATE	ORDER NO	ORDER DATE	SHIP NO
		9/29/2023	8/30/2023	00001489	8/30/2023	

TERMS DESCRIPTION	CUSTOMER PO NO	SHIP VIA	SHIP DATE
NET DUE 30 DAYS			8/30/2023

ITEM ID	TX CL	UNITS	ORDERED	SHIPPED	UNIT PRICE	EXTENSION
CASH		0	1.00	1.00	775,000.00	775,000.00
COLLATERAL & WORKING CASH						

TAXABLE	NONTAXABLE	FREIGHT	SALES TAX	MISC	TOTAL
0.00	775,000.00	0.00	0.00	0.00	775,000.00
TOTAL DUE					775,000.00

CMPAS Services Overview

Resource Planning	Load Forecasting
Risk Analysis	Procurement
Energy Market Operations & Services	Market Analysis
Short-term Purchases & Sales	Transmission Ownership
Transmission Support	Energy Efficiency
Engineering Services	Administrative & Management

CMPAS Members

Blue Earth, MN	Delano, MN	Fairfax, MN
Granite Falls, MN	Glencoe, MN	Janesville, MN
Kasson, MN	Kenyon, MN	Mountain Lake, MN
Sleepy Eye, MN	Springfield, MN	Windom, MN

CMPAS Staff

Alex Martin	Supervisor of System Engineering	alexm@cmpas.org	763-710-3955
Andy Ristau	Senior Energy Analyst	andyr@cmpas.org	763-710-3958
Ben Nelson	Senior Energy Analyst	benn@cmpas.org	763-710-3957
Chad Hanson	Manager of Operations & Analytics	chadh@cmpas.org	763-710-3936
David Montgomery	Systems Engineer	davidm@cmpas.org	763-710-3935
Diane Knippenberg	Sr Office Administrator	dianek@cmpas.org	
Garrett Nitschke	Systems Engineer	garrettn@cmpas.org	763-710-3959
Jay Anderson	Chief Executive Officer	java@cmpas.org	763-710-3932
Lorene Damsits	Accountant	lorened@cmpas.org	763-710-3956
Malinda Hibben	Chief Financial Officer	malindah@cmpas.org	763-710-3960
Samuel Allison	Electrical Drafter	sama@cmpas.org	
Warren Hess	Transmission Policy Manager	warrenh@cmpas.org	763-710-3933

Calculation of Working Cash and Collateral Requirements

	Nov 2022 Calc	July 2023 Calc	With Current MISO
June-Sept Invoice Total	\$1,551,802.81	\$1,551,802.81	\$1,551,802.81
Average	\$ 387,950.70	\$ 387,950.70	\$ 387,950.70
Working Cash (Avg x 2)	\$ 775,901.41	\$ 775,901.41	\$ 775,901.41
MISO collateral	\$ 432,458.76	\$ 204,370.36	\$ 309,000.00
Total	\$1,208,360.17	\$ 980,271.76	\$1,084,901.41
Current Amount	\$ 309,000.00	\$ 309,000.00	\$ 309,000.00
Amount short	\$ 899,360.17	\$ 671,271.76	\$ 775,901.41

Scheduling Fee with Escalator for Inflation

	Eldridge
2009	\$1.10
2010	\$1.13
2011	\$1.17
2012	\$1.20
2013	\$1.24
2014	\$1.28
2015	\$1.31
2016	\$1.35
2017	\$1.39
2018	\$1.44
2019	\$1.48
2020	\$1.52
2021	\$1.57
2022	\$1.62
2023	\$1.66
2024	\$1.71

CMPMPA/PARTICIPANT MARKET PARTICIPANT AGREEMENT

BETWEEN THE

CENTRAL MINNESOTA MUNICIPAL POWER AGENCY

AND

CITY OF ELDRIDGE, IOWA

June 15, 2009

MARKET PARTICIPANT AGREEMENT

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MARKET PARTICIPANT AGREEMENT

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ATTACHMENT 1: EXECUTING PARTICIPANTS

ATTACHMENT 2: MONTHLY MARKET PARTICIPANT COSTS

ATTACHMENT 3: PARTICIPANT DEFAULT SHARES

ATTACHMENT 4: PARTICIPANT OPINION

MARKET PARTICIPANT AGREEMENT

RECITALS

THIS AGREEMENT, is entered into between Central Minnesota Municipal Power Agency (“CMMPA”), a municipal corporation and the political subdivision of the State of Minnesota, organized and existing under the Minnesota Municipal Power Agency Act, Minnesota Statutes, Section 453.51 to 453.62, as amended (the “Act”) and the undersigned city, hereinafter referred to as “Participant”, a city and municipal corporation organized and existing under the laws of Minnesota or other state of the United States of America.

WHEREAS, pursuant to the Midwest Independent Transmission System Operator Open Access Transmission and Energy Markets Tariff (“MISO TEMT”) and related business practices, a Market Participant (“MP”) must have a “contractual” relationship with the entities for which the MP performs MISO market functions, including those that own MISO registered generating resources and those that seek to have the MP submit demand bids to MISO to acquire energy and/or ancillary services through the MISO energy markets; and

WHEREAS, CMMPA has designated Utilities Plus (“UP”), a joint powers municipal entity, as its agent to perform various functions as the MISO MP on behalf of certain CMMPA members and other entities (hereinafter referred to as “Participants”) in connection with the project agreements and the Additional Services Agreements between CMMPA and the Participants. The Participants who are identified in Attachment 1, as such attachment may be amended from time to time, without any action by the Participants, to reflect the addition or removal of Participants, will enter into CMMPA/Participant Market Participant Agreements substantially similar to this Agreement (collectively the “Agreements”); and

WHEREAS, Participant hereby consents to and ratifies CMMPA’s designation of UP as CMMPA and Participant’s Designated Market Agent (“DMA”). Participant hereby consents to and ratifies CMMPA’s designation of another qualified entity if it becomes necessary, in CMMPA’s sole determination, to replace UP as its DMA; and

WHEREAS, UP has entered into a Market Participant Agreement (“MPA”) with MISO dated January 31, 2005 that provides for UP to function as a MP and requires MISO to provide certain services to UP related to MISO markets established pursuant to the MISO TEMT and the MPA; and

WHEREAS, through the execution of the Agreements with the Participants, CMMPA agrees to guarantee the prompt and complete payment of all amounts owed by UP and the performance of all other obligations of UP under the terms and conditions of the MPA, the MISO TEMT and all other related agreements, and to provide certain credit support in connection with such payments and obligations pursuant to the creditworthiness provisions of the MISO TEMT; and

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WHEREAS, CMMPA and Participant wish to enter into this Agreement, in part, to govern UP's performance as Participant's DMA to conduct various MP functions, for Participants' benefit, related to the MISO established markets, to establish related credit provisions and provide for the allocation of certain related costs in connection with the project agreements and the Additional Services Agreements between CMMPA and Participants; and

WHEREAS, CMMPA intends to enter into a separate Additional Services Agreement with Participant that will authorize CMMPA to purchase and sell capacity, energy or renewables on behalf of the Participant, to function as Participant's transmission agent for purposes of obtaining and paying for transmission and ancillary services under the MISO TEMT, to manage congestion with Financial Transmission Rights ("FTRs") or other congestion hedging mechanisms, and to provide other services as needed. Any Participant that enters into the Additional Services Agreement must also enter into this Agreement; and

WHEREAS, CMMPA intends to enter into a separate agreement with the entities that have entered into the Brookings-Twin Cities Development Project Agreement with CMMPA that authorizes CMMPA to provide Transmission Owner ("TO") functions with regard to the transmission facilities that are being developed pursuant to the CMMPA Brookings-Twin Cities Development Project Agreement and other transmission assets as agreed to by the parties; however, no cost under those agreements are billable or payable under this Agreement; and

WHEREAS, CMMPA plans and intends to become a TO: (i) to facilitate payment to CMMPA on behalf of various entities that have contracted with CMMPA for entitlements to transmission facilities; and (ii) to facilitate cost recovery of certain Participant owned transmission assets for which CMMPA and Participant execute a transmission asset assignment agreement. Furthermore, CMMPA and these entities intend to execute a separate agreement designating CMMPA as TO agent for these entities regarding their respective transmission assets or entitlements thereto and addressing the parties related obligations and responsibilities; however, no cost under those agreements are billed or payable under this Agreement; and

WHEREAS, CMMPA intends to enter into a separate MISO Scheduling Agent Agreement with certain CMMPA members and other entities that have entered into separate MPAs directly with MISO wherein such member or other entity agrees to perform MISO MP functions and is, therefore, directly obligated to MISO for all costs incurred related to the MISO markets. The MISO Scheduling Agent Agreement will authorize CMMPA to perform certain agent functions related to the MISO markets, including but not limited to Designated Scheduling Agent for submitting hourly schedules to MISO on behalf of the member or other entity in connection with the markets established pursuant to the MISO TEMT; however, no costs under the MISO Scheduling Agent Agreement are billable or payable under this Agreement; and

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WHEREAS, CMMPA may enter into one or more agreements from time to time with a bank or other lending institution to provide working capital for its activities under and related to this Agreement, and to pledge payments under this Agreement as security for advances from the bank or other lending institution.

NOW, THEREFORE, CMMPA and Participant mutually agree as follows:

ARTICLE 1

The recitals set forth above are hereby made a part of this Agreement.

ARTICLE 2

DEFINITIONS

For the purpose of this Agreement, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The terms "hereto", "hereof" and "hereunder" without reference to any particular Article, Section or paragraph pertain to this Agreement as a whole. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning, unless it can be reasonably inferred that a meaning particular to the electric utility industry should be utilized, in which case definitions shall be determined in accordance with electric utility industry meanings. All references to Attachments and tables unless otherwise specifically provided, refer to the Attachments and tables to this Agreement.

- A. **Agency Agreement:** The Third Restated Agency Agreement, originally adopted July 5, 1987, amended and restated as of January 15, 1997 and amended and restated most recently as of May 24, 2006, as may be further amended and restated from time to time, and which, regardless of reiteration, shall be hereinafter referred to as the "Agency Agreement."
- B. **Agreement:** This Agreement pursuant to which CMMPA provides MISO Services to Participant.
- C. **Auction Revenue Right (ARR):** A financial hedging instrument established by MISO pursuant to the MISO TEMT which provides a MP with an entitlement to a share of the revenues generated in the annual Financial Transmission Right (FTR) auction conducted by MISO.

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- D. **Central Minnesota Municipal Power Agency (CMMPA):** A Minnesota Municipal Power Agency created by the Agency Agreement, and any successor to or assignee of its rights and responsibilities hereunder.
- E. **CMMPA Board:** The Board of Directors that is established by the Agency Agreement.
- F. **CMMPA MISO Guarantee:** The guarantee that CMMPA provides to MISO supported by the terms of the Agreements in order for UP as the DMA to receive an Unsecured Credit Allowance (UCA) from MISO that requires the prompt and complete payment of all amounts owed by UP and the performance of all other obligations of UP under the terms and conditions of the MPA, the MISO TEMT, and all other related agreements.
- G. **Contract Year:** The 12-month period commencing on September 1, 2009, or such date as MEC joins MISO, whichever is later, of each year during the term of this Agreement, except that the first Contract Year shall commence on the date on which any MISO Services are provided, and the last Contract Year shall end at the date of termination of this Agreement as provided in Article 3.
- H. **Credit Support Committee:** The committee established pursuant to Section 5.2.
- I. **Current Year:** The year in which CMMPA and the Participant execute this Agreement.
- J. **Designated Market Agent (DMA):** CMMPA, UP or any other entity that CMMPA may from time to time choose to designate as its agent for purposes of performing the MP functions provided for in the MPA or similar agreement.
- K. **Designated Scheduling Agent (DSA):** CMMPA, UP or any other entity that CMMPA may from time to time choose to designate as its agent for purposes of submitting hourly schedules to MISO on behalf of a Participant in connection with the markets established pursuant to the MISO TEMT. The Designated Scheduling Agent may submit schedules, including but not limited to, those in connection with the MISO markets for self-scheduled resources, bilateral transactions, bids, and offers.
- L. **Execution Date:** The date on which MISO calculates various settlement statements that are provided to a MP pursuant to the MISO TEMT and related business practices (e.g., the S7 and S14 MISO settlement statements denote that the Execution Date is 7 days and 14 days, respectively, subsequent to the Operating Day).

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- M. **Financial Point of Delivery:** The point: (i) at which CMMPA shall take financial responsibility for congestion and losses associated with power and energy purchased from the MISO markets or third parties on behalf of Participants; or (ii) at which CMMPA ceases to have financial responsibility for congestion and losses associated with power and energy sold into the MISO markets or to third parties.
- N. **Financial Security:** A cash deposit, irrevocable letter of credit, or other form of security in an amount and form determined by and acceptable to MISO provided by CMMPA or its DMA.
- O. **Financial Transmission Right (FTR):** A transmission right provided for pursuant to the MISO TEMT that provides a financial hedging mechanism for managing the risk of congestion charges reflected in MISO "Day-Ahead" Locational Marginal Prices ("LMP"). FTRs will not protect a MP from congestion charges related to MISO hourly "Real time" LMP.
- P. **Interconnection and Interchange Agreement (I&I Agreement):** Any agreement executed between CMMPA or the Participant and: (i) Northern States Power Company; (ii) Alliant Energy; or (iii) any other person or entity providing interconnection and transmission facilities for the delivery of electric power and energy.
- Q. **Indebtedness:** Any bonds, notes or other evidences of indebtedness issued from time to time for the purposes authorized by Article 7.
- R. **Indebtedness Resolution:** Any one or more resolutions, indentures, loan agreements, or other similar instruments providing for Indebtedness issued or to be issued by CMMPA.
- S. **Midwest Independent Transmission System Operator (MISO):** MISO or any successor organization that serves as the transmission provider under the MISO TEMT or any equivalent or successor tariff.
- T. **MISO Scheduling Agent Agreement:** The separate agreement that CMMPA intends to enter into with certain CMMPA members and other entities that have entered into separate MPAs directly with MISO wherein such member or other entity agrees to perform MP functions and is therefore directly obligated to MISO for all costs incurred related to the MISO markets. The MISO Scheduling Agent Agreement shall provide for CMMPA to perform certain agent functions related to the MISO markets, including but not limited to the DSA function for submitting hourly schedules to MISO on behalf of the member or other entity in connection with the markets established pursuant to the MISO TEMT.
- U. **MISO Services:** Those services requested by CMMPA, UP or other DMA on behalf of one or more Participants to be provided by MISO pursuant to the MPA or

MARKET PARTICIPANT AGREEMENT

similar agreement and the MISO TEMT. CMMPA, UP or other DMA may request services to be provided by MISO on behalf of the Participants in connection with MP activities that may include, but would not be limited to: (i) transmission service; (ii) participation in the MISO established energy markets through the submittal of load bids to purchase energy in these markets to serve Participant load; (iii) participation in the MISO established energy markets through the submittal of offers to sell energy into these markets; (iv) the scheduling of bilateral financial transactions which are subject to MISO charges for congestion and losses; (v) meter data and management services; (vi) participation in the FTR nomination process and in FTR auctions, including the ARR process implemented by MISO pursuant to the MISO TEMT; (vii) the scheduling of physical transactions that occur outside of the MISO markets; and (viii) participation in other markets established from time to time by MISO pursuant to the MISO TEMT, including MISO established ancillary services and capacity markets.

- V. **MISO TEMT:** The MISO Open Access Transmission and Energy Markets Tariff, including all schedules or attachments thereto and all business practices manuals related thereto that are in effect from time to time or any equivalent or successor tariff.

- W. **Monthly Market Participant Costs:** With respect to a Contract Year, to the extent not financed from the proceeds of Indebtedness, all costs and expenses, net of credits and revenues received by CMMPA, paid by CMMPA during each month (or shorter time period as determined at the reasonable discretion of CMMPA) of such Contract Year allocable to CMMPA requested MISO Services pursuant to the Agreements, which costs and expenses shall include, but are not limited to, those items of cost and expenses referred to in Attachment 2.

- X. **Market Participant (MP):** An entity that: (i) has successfully completed the registration process with MISO and is qualified by MISO as a market participant; and (ii) is financially responsible to MISO for all of its market activities and obligations; and (iii) has demonstrated the capability to participate in relevant market activities.

- Y. **Market Participant Agreement (MPA):** The agreement executed by UP and MISO dated January 31, 2005, as amended from time to time. MPA may also be used in this Agreement to refer to an MP agreement executed between MISO and others.

- Z. **Operating Day:** The daily 24-hour period beginning at midnight (Eastern Standard Time (EST)) for which transactions in the MISO energy markets are scheduled.

- AA. **Participant:** Each entity that is, or hereafter becomes, a party to this or similar Agreements, collectively the "Participants".

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- BB. **Party:** CMMPA or Participant, as the case may be.
- CC. **Parties:** Both parties to this Agreement.
- DD. **Physical Point of Delivery:** The metered point(s) of interconnection designated as the ultimate delivered transmission point for power and energy associated with MISO Services under this Agreement, as specified in the applicable I&I Agreement and as may be modified from time to time; or the metered point(s) at which power and energy is sold into the MISO markets or to third parties.
- EE. **Prudent Utility Practice:** Practices, methods and acts (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) which, in the exercise of reasonable judgment in the light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at the lowest reasonable cost consistent with good business practices, 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.
- FF. **Total Credit Limit:** The amount of Unsecured Credit approved by MISO for CMMPA, UP or other DMA plus the amount of any Financial Security approved by MISO and provided by CMMPA, UP or other DMA to MISO.
- GG. **Transmission Owner (TO)** A transmission owner as defined by MISO.
- HH. **Uncontrollable Forces:** Any cause beyond the control of a party which by the exercise of due diligence the party is unable to prevent or overcome including, but not limited to, failure or refusal of any other person or entity to comply with then-existing contracts with a party, an act of God, fire, flood, explosion, strike, sabotage, pestilence, and act of the public enemy, civil and military authority including court orders, injunctions, and orders of governmental agencies with proper jurisdiction, insurrection or riot, and act of the elements, failure of equipment, or inability of the party or any contractors engaged in work to support the MISO Services because of the effect of similar causes on suppliers or carriers.
- II. **Unsecured Credit:** Any credit granted by MISO to CMMPA, UP or other DMA for the benefit of the Participants that is not secured by a form of Financial Security.
- JJ. **Utilities Plus (UP):** The joint powers municipal entity organized by CMMPA and the Midwest Municipal Gas Agency.

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ARTICLE 3.

TERM AND TERMINATION

Section 3.1. Initial Term and Term Extension.

- (a) The initial term of this Agreement shall commence on September 1, 2009, or such date as MEC joins MISO, whichever is later, and shall consist of the Contract Year plus one (1) additional year. This Agreement shall automatically continue from year to year, after the initial term, until either party gives the other party six (6) months written notice of its intent to terminate this Agreement.
- (b) Notwithstanding the term provisions in Section 3.1(a.), the term of this Agreement shall not terminate prior to the latest of the following dates: (i) the date on which CMMPA's obligations under the Additional Services Agreement or similar agreement to provide certain power supply related services to Participant terminates; (ii) the termination date of any project power sales agreements between CMMPA and Participant; or (iii) the date on which all obligations and liabilities under this Agreement have been fully paid or provided for, including any obligations to repay any amounts borrowed by CMMPA to provide working capital.

Section 3.2. Continuing Obligations.

Termination of this Agreement shall not relieve Participant of its obligations to take and pay for or pay for MISO Services requested by CMMPA, even if not available to, delivered to or taken by Participant, for an Operating Day prior to the termination date in accordance with Section 4.1, including all true ups and all prior period adjustments of all MISO Services charges incurred as of the termination date, irrespective of the Execution Date upon which such true-up or prior period adjustments were calculated and transmitted to CMMPA, UP or other DMA by MISO. Participant agrees to indemnify and hold harmless CMMPA with respect to MP functions performed on Participant's behalf by others should the Participant terminate this Agreement in accordance with Article 3.

ARTICLE 4

PAYMENT AND SUPPLY OF INFORMATION OBLIGATIONS

Section 4.1. Payment Obligations.

Participant agrees to take and pay for or pay for MISO Services requested by CMMPA, UP or other DMA on its behalf and on behalf of other Participants identified in Attachment 1 to this Agreement together with other allocable CMMPA costs and step-up as provided for in Article 10 and Attachment 3, even if not available to, delivered to or

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taken by the Participant. Participant agrees to make all payments required pursuant to this Agreement regardless of whether MISO Services are being provided to the Participant. Participant shall be obligated to pay to CMMPA the Participant's allocable share of Monthly Market Participant Costs incurred for MISO Services requested by CMMPA pursuant to the terms of this Agreement. In addition, CMMPA may directly assign certain costs to a late paying Participant in connection with the use of working capital, including cash on hand and amounts representing the proceeds of Indebtedness, by CMMPA required to fund late payment(s) on behalf of that Participant. CMMPA reserves the right to bill certain Monthly Market Participant Costs incurred by CMMPA for requested MISO Services under the appropriate agreement for CMMPA sponsored projects and other CMMPA power supply transactions, including without limitation the project agreements and the Additional Services Agreement between CMMPA and the Participants. In the event MISO Services are not provided for any period, Participant shall be obligated to pay its share of all costs previously incurred by CMMPA.

Section 4.2. Supply of Information and Notification of Material Change.

- (a) Participant shall supply CMMPA, UP or other DMA with any and all information that is required to be provided to MISO pursuant to the MPA, other similar agreement or MISO TEMT.
- (b) Participant shall provide written notification to CMMPA of any adverse changes in circumstances that may affect CMMPA's, UP or other DMA's status under the MPA, other similar agreement or MISO TEMT or Participant's ability to make payments or perform any of its other obligations hereunder within 24 hours of having learned of the change.
- (c) Participant shall notify CMMPA in writing at least 72 hours prior to initiating any change in circumstances that Participant intends to implement that may affect CMMPA's, UP or other DMA's MP status under the MPA, other similar agreement or MISO TEMT or Participant's ability to make payments or perform any of its other obligations hereunder.

ARTICLE 5

CREDIT SUPPORT

Section 5.1. Credit Support Obligations.

- (a) The Parties anticipate that the CMMPA MISO Guarantee will facilitate the granting to CMMPA, UP or other DMA of an UCA by MISO. The CMMPA MISO Guarantee is payable from amounts charged to Participant under this Agreement.
- (b) Pursuant to the creditworthiness provisions provided in the MISO TEMT, including the ongoing MISO credit evaluation process for transmission customers and MPs, MISO may from time to time require that CMMPA, UP or other DMA, provide

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additional Financial Security over and above any UCA granted by MISO to CMMPA, UP or other DMA. To the extent that CMMPA, UP or other DMA is required by MISO to provide additional Financial Security beyond the amount of the secured credit support required, if any, pursuant to Section 5.1(c), then Participant, upon written request by CMMPA, UP or other DMA, shall provide its pro rata share of such additional amount of secured credit support in the form determined by CMMPA within 30 days of the written request by CMMPA, UP or other DMA. If Participant does not provide such requested additional amount of secured credit support within the 30 days, then CMMPA, UP or other DMA shall have the right to draw on a letter of credit or working capital to provide for such additional Financial Security on an interim basis and the Participant shall be responsible for any related costs.

- (c) The Credit Support Committee may determine from time to time that an additional amount of credit in the form of secured credit is needed over and above the UCA granted by MISO to CMMPA, UP or other DMA to support the MISO Services requested by CMMPA, UP or other DMA on Participants' behalf under the MPA, other similar agreement and MISO TEMT. Participant shall provide the amount and form of secured credit support as determined by the Credit Support Committee within 30 days of a written request by CMMPA, UP or other DMA. If Participant does not provide such requested additional amount of secured credit support within the 30 days, then CMMPA, UP or other DMA shall have the right to draw on a letter of credit or working capital to provide for such secured credit on an interim basis and the Participant shall be responsible for any related costs.
- (d) The form of secured credit support, including any Financial Security, required to be provided by Participant under subsection (b) or (c) may include cash payment, irrevocable letter of credit, or other form of credit as requested by the Credit Support Committee or as may be requested by MISO.
- (e) The amount of secured credit support required under subsection (b) or (c) including any Financial Security, will be allocated among the Participants in accordance with policies adopted from time to time by the CMMPA Board. Such policies shall take principally into consideration, among other things, the methodology utilized by MISO to compute from time to time the Total Credit Limit under the MPA, other similar agreement and MISO TEMT in assigning responsibility for secured credit support, including Financial Security, to each Participant.

Section 5.2. Credit Support Committee.

A Credit Support Committee shall be established consisting of four representatives of the Participants to be appointed by the CMMPA Board with the four representatives serving a term of two years and with two of the four representatives being rotated to different Participants in every second and fourth year. Such committee will meet as necessary to

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make recommendations to the CMMPA Board concerning (i) the status of certain financial information to be provided to MISO pursuant to the MPA or other similar agreement and MISO TEMT, and (ii) the form and allocation of any secured credit support, including any Financial Security, among the Participants and policies related to credit support required pursuant to this Agreement.

ARTICLE 6

BUDGET, BILLING AND DISPUTES

Section 6.1. Billing and Payments.

- (a) On or before the 15th day of each month of each Contract Year or more frequently as solely determined by CMMPA, CMMPA shall prepare and deliver to Participant, via facsimile, e-mail or other electronic transmission, a billing statement showing the amounts payable to CMMPA for Monthly Market Participant Costs incurred by CMMPA for requested MISO Services, including amounts reflected on any billing statement from UP or other DMA. Such billing statement will be prepared based on the then-current settlement statements issued by MISO, including all weekly (or shorter time period if instituted by MISO) settlement statements, for requested MISO Services and true-ups for prior period adjustments provided pursuant to the MPA, other similar agreement and MISO TEMT, and the appropriate amounts from the annual budget established herein. The amounts shown in the billing statement to be paid to CMMPA by the Participant shall be due and payable on the 30th day of the month (or shorter period if CMMPA determines that billing more frequently than monthly intervals is required), and any amounts due and not paid by the Participant on or before the close of business on the 30th day of the month (or shorter period if CMMPA determines that billing more frequently than monthly intervals is required), shall constitute a late payment. The late payment shall bear a service charge from the original due date until paid at the rate of the greater of (i) one and one-half percent (1½%) per month or (ii) the effective rate calculated by CMMPA associated with providing working capital from a bank or other lending institution as provided for in Article 7. Remittances received by mail will be accepted without assessment of said charges, provided that the postmark indicates that the payment was mailed on or before such day. If the 15th day of the month (or the alternative due date if billing is performed more frequently than monthly) is a Saturday or Sunday or other non-business day of the Participant, the next following business day shall be the last day on which payment may be mailed without addition of any charges.
- (b) CMMPA may, at its sole option, require Participant to make monthly, biweekly or weekly, (or shorter time period, if required in CMMPA's sole discretion) payments to CMMPA based on the then current MISO settlement statements (e.g., S7 and S14) and the appropriate amounts from the annual budget established herein.

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Section 6.2. Allocation of Costs and Establishment of Budgets.

The Monthly Market Participant Costs incurred by CMMPA, including costs of UP or other DMA, for requested MISO Services together with other allocable CMMPA costs to be paid by Participant for a particular month or other established billing period shall include both assignable costs and allocable costs reflected in the MISO settlement statements for the then-current month or applicable billing period, including all weekly (or shorter time period if instituted by MISO) settlement statements issued during such month. Such costs shall also include CMMPA's administrative and general costs and all other related costs incurred by CMMPA including administrative and general costs and related costs of UP or other DMA, in performing its MP functions and in requesting MISO Services under this Agreement. These costs shall be billed or otherwise assessed to Participant based on the following principles:

- (a) Administrative and general costs and all other related costs incurred by CMMPA and UP or other DMA in performing MP functions and requesting MISO Services shall be billed or otherwise assessed based on the rates and charges set forth in CMMPA's annual budget or otherwise adopted by formal action of CMMPA's Board.
- (b) Monthly Market Participant Costs for requested MISO Services billed or otherwise assessed to Participant under this Agreement shall, to the extent practicable, be based on the costs incurred at Participant's Physical Delivery Point.
- (c) To the extent that certain Monthly Market Participant Costs for requested MISO Services billed or otherwise assessed under this Agreement cannot be directly allocated based on Participant's Physical Delivery Point, then such charges will be allocated based on the policies established by CMMPA from time to time addressing the allocation methodology for such costs.
- (d) Unless otherwise agreed to by the Parties, the Participant shall be responsible for the costs of congestion and marginal losses between the Financial Point of Delivery and Participant's Physical Point of Delivery.
- (e) Annual budgets associated with Monthly Market Participant Costs for requested MISO Services will be established, developed and approved by CMMPA's Board including a schedule of costs. The annual budget states individual Participant projected monthly costs and the composite of all Participants' projected monthly costs. The annual budget shall include all the components of Monthly Market Participant Costs for requested MISO Services as set forth in Attachment 2. The annual budget may be amended from time to time by CMMPA's Board in its sole discretion.

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Section 6.3. Disputes.

- (a) Participant shall, for a period of twenty-four (24) months from the date of rendering, have the right to dispute any billing statement or other bill, invoice or statement rendered by CMMPA, invoke arbitration of the same or bring any legal or administrative action of any kind, questioning the propriety of the same. After the end of this twenty-four (24) month period, participant shall have no further right of dispute. In the case of a billing statement, other bill, invoice or statement containing estimates subject to subsequent true ups, Participant shall have no further right of dispute after a period of twenty-four (24) months from the date of its true up to reflect the actual final amounts due.
- (b) Even if disputed, Participant shall nevertheless pay the full amount of the disputed charges when due and shall give written notice of the dispute to CMMPA (other than any dispute based upon information not reasonably available to Participant at the time required to give notice under this paragraph (b)) not later than the due date of such payment. Such notice shall identify the amount in dispute and set forth a full statement of grounds upon which such dispute is based. No adjustment shall be considered or made by CMMPA for disputed charges unless such notice is given. CMMPA shall give consideration to such dispute and shall advise Participant with regard to its position relative thereto within one hundred and twenty (120) days following receipt of such written notice. Upon final determination (whether by agreement, arbitration, adjudication or otherwise) of the correct amount, any difference between such correct amount and the billed amount shall be properly reflected in the billing statement next submitted to Participant after such determination. The difference shall include interest at a rate established by the CMMPA Board from time to time.
- (c) Paragraph (b) of this Section 6.3 shall specifically apply to any billing statement or other bill, invoice or statement rendered by CMMPA that includes costs for MISO Services paid or to be paid by CMMPA that Participant believes should not be paid or should not have been paid by CMMPA. Should CMMPA determine that Participant is correct with respect to such costs pertaining to MISO Services, CMMPA shall pursue whatever rights it may have for refund of or other redress with respect to such costs. Should CMMPA determine that Participant's position as to such costs pertaining to MISO Services is incorrect or that the potential benefit of pursuing any rights for refund or other redress with respect thereto is not worth the costs involved in pursuing such refund or other redress, then CMMPA shall not be required to take any action for such a refund or other redress unless and until Participant agrees to be fully responsible for all costs and expenses associated with such action for such refund or other redress, including CMMPA's attorney's fees and the fees of any accountants or other professionals whose services are deemed necessary by CMMPA for purposes of pursuing such refund or other redress. Notwithstanding the foregoing sentence, CMMPA shall not be required to take any

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action with respect to any costs pertaining to MISO Services challenged by Participant unless CMMPA determines, in its sole discretion, that reasonable grounds exist for challenging such costs.

ARTICLE 7

INCURRENCE OF INDEBTEDNESS

Section 7.1. Indebtedness.

CMMPA may incur Indebtedness, secured by and payable from amounts payable by the Participants under the Agreements, in series from time to time, including Indebtedness issued in accordance with an Indebtedness Resolution, to provide for MISO deposit, security requirements, working capital or for refunding outstanding debt related to the requirements of this Agreement. The Indebtedness Resolution shall set forth, among other things, the creation of funds and accounts, the disposition of revenues, and the payment of expenses and debt service associated with Indebtedness pursuant to this Agreement.

Section 7.2. Incurrence of Indebtedness for MISO Requirements, Working Capital and Refunding.

- (a) CMMPA may incur Indebtedness at any time and from time to time, in the event funds are required for MISO deposit or security requirements or working capital. The annual budget delivered to the Participant for the Contract Year in which such Indebtedness is issued, or an amended annual budget for such Contract Year, shall also set forth the financing plan and budget of expenditures with respect to such Indebtedness and the proceeds thereof.
- (b) Indebtedness may also be issued to refund any Indebtedness in order to reduce Participant costs under this Agreement or in the event, in the opinion of CMMPA, it may be advantageous.

ARTICLE 8

RECORDS AND ACCOUNTS; REPORTS

Section 8.1. Records and Accounts.

- (a) CMMPA shall keep separate accurate records and accounts for the provision of MISO Services in a manner similar to the Federal Energy Regulatory Commission (FERC) Uniform System of Accounts and generally accepted accounting principles or such other system as may be reasonably approved by CMMPA. Such books and records shall be separate and distinct from CMMPA's other records and shall

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contain information supporting the allocation of CMMPA's indirect costs associated with the provision of MISO Services.

- (b) A firm of certified public accountants, experienced in electric utility accounting for similar organizations, to be employed by CMMPA, who may be CMMPA's regular firm of certified public accountants, shall audit such records and accounts annually. Such records and accounts and the annual report of audit, including all written comments, recommendations and reports of the accountants, shall be made available for inspection by Participant at any reasonable time at the principal office of CMMPA.

Section 8.2. Reports.

CMMPA shall, as soon as practicable but no later than such time as may be set forth in the Indebtedness Resolution, after the conclusion of each Contract Year, submit an annual report of its activities, under this Agreement for the preceding year, to Participant. Each annual report shall set forth a narrative statement describing the MP functions performed by CMMPA in requesting MISO Services and shall include a copy of the annual report of audit, and certain reports that may be required by the Indebtedness Resolution.

Section 8.3. Additional Information.

- (a) The Participant agrees to supply CMMPA, upon request, with such information and documentation, including any opinions by an attorney or firm of attorneys, as CMMPA shall reasonably determine to be necessary with respect to the provision of MISO Services and the financing requirements related thereto, and other matters pertaining to the provision of MISO Services, including financial statements and other information reasonably available to allow CMMPA to respond to requests for such information from any federal, state or local regulatory body or as may be required in connection with the incurrence of Indebtedness.
- (b) Subject to the provisions of the Agency Agreement and the Bylaws of CMMPA, any authorized representative or agent of Participant shall be given reasonable access to any CMMPA facilities required for the provision of MISO Services.

ARTICLE 9

CERTAIN OBLIGATIONS OF PARTICIPANT

Section 9.1. Participant Opinion.

Upon execution and delivery of this Agreement and at such times as CMMPA shall reasonably request, Participant shall furnish CMMPA with an opinion by an attorney or

MARKET PARTICIPANT AGREEMENT

firm of attorneys, addressed to CMMPA and such other parties as CMMPA requests, covering the matters set forth on Attachment 4.

Section 9.2. Participant Rate and System Maintenance Covenant.

Participant shall establish, maintain, and collect rates and charges for the electric service of its electric system so as to provide revenues sufficient, together with available electric system reserves, to enable the Participant to pay CMMPA all amounts payable under this Agreement, all other amounts payable from and all lawful charges against or liens on the revenue of its electric system, and shall operate and maintain its electric system in a sound, businesslike manner in accordance with Prudent Utility Practice.

Section 9.3. Source of Payments.

Participant shall not be required to make payments to CMMPA under this Agreement except from the revenues and other moneys derived by Participant from its electric system. Participant hereby agrees that amounts payable by Participant under this Agreement shall be paid by the Participant as an operating expense of Participant's electric system.

Section 9.4. Participant Purchases for Resale.

Participant shall not sell any of the requested MISO Services or products that were purchased by CMMPA on such Participant's behalf pursuant to this Agreement, to any customer of Participant for resale by that customer, unless the sale is specifically approved in writing by CMMPA.

Section 9.5. Participant Cooperation.

Participant shall take no action, the effect of which would be to prevent, hinder or delay CMMPA, UP or other DMA from the timely fulfillment of its obligations under (1) this Agreement; or (2) any other agreement between CMMPA and Participant or (3) the MPA and the MISO TEMT or (4) any other agreement whatsoever to which CMMPA is a party.

Section 9.6. Relationship to Other Instruments.

It is recognized by the Parties that CMMPA, in performing the MP functions provided for pursuant to this Agreement, must comply with the requirements of the MPA, other applicable agreements, the MISO TEMT, Indebtedness Resolutions or indentures, and licenses, permits and regulatory approvals necessary for the provision of MISO Services hereinafter referred to as "Other Instruments". It is, therefore, agreed that this Agreement is made subject to the terms and provisions of Other Instruments. It is further recognized that CMMPA may in the future be required to comply with additional Other Instruments relating to the provision of MISO Services, the term and conditions of which are not

MARKET PARTICIPANT AGREEMENT

available at this time. The Participant acknowledges that in either case the terms and conditions of such Other Instruments are binding and (unless they can be amended or ameliorated) that CMMPA must comply with these Other Instruments.

ARTICLE 10

DEFAULT

Section 10.1. Participant Failure to Pay.

- (a) Upon failure of Participant to make any payment in full when due under this Agreement or to perform any other obligation contained herein, CMMPA shall make demand upon the Participant, and if said failure is not cured within 48 hours from the date of such demand, it shall, at the expiration of such period, constitute a default. Notice of such demand shall be provided to the other Participants by CMMPA.
- (b) If Participant in good faith disputes the legal validity of said demand, it shall, nonetheless, make such payment or perform such obligation within said 48 hour period, under written protest, directed to CMMPA. Such protest shall specify the reasons upon which the protest is based.

Section 10.2. Participant Payment Default.

- (a) Upon failure of any other Participant(s) to make any payment which failure constitutes a default under the Agreement with such Participant(s), CMMPA shall provide written notification as soon as practicable to the non-defaulting Participants of any default under this Agreement. The non-defaulting Participants will be required to step-up and pay all amounts not paid by the defaulting Participant to CMMPA under this Agreement.
- (b) Step-up amounts shall be assessed to the non-defaulting Participants pursuant to the percentages set forth in Attachment 3, as adjusted for the defaulting Participant.
- (c) If the defaulting Participant shall fail or refuse to pay any amounts due to CMMPA hereunder, the fact that other non-defaulting Participants have assumed the obligation to make such payments shall not relieve the defaulting Participant of its liability for such payments. Any non-defaulting Participants assuming such obligation, either individually or as a member of a group, shall have a right of recovery from the defaulting Participant (diminished to the extent such non-defaulting Participants have received value from the assumption). CMMPA or any non-defaulting Participant as their interests may appear, jointly or severally, may commence such suits, actions or proceedings, at law or in equity, including suits for

MARKET PARTICIPANT AGREEMENT

specific performance, as may be necessary or appropriate to enforce the obligations of this Agreement against the defaulting Participant.

- (d) CMMPA (and the non-defaulting Participants) shall be entitled to recover from the defaulting Participant any and all legal fees and other costs incurred by CMMPA (and the non-defaulting Participant) as a result of the Participant's default.
- (e) To the extent that certain Monthly Market Participant Costs are billed by CMMPA under separate CMMPA project agreements or power supply agreements and a default occurs under such agreements, then Participants shall be required to step-up and pay all Monthly Market Participant Costs that have not already been paid for pursuant to the separate project or power supply agreement (see Section 4.1). CMMPA or any Participants as their interests may appear, jointly or severally, may commence such suits, actions or proceedings, at law or in equity, including suits for specific performance, as may be necessary or appropriate to enforce the obligations of this Agreement against the defaulting Participant.
- (f) If, as a result of a default by Participant, MISO increases the amount of Financial Security that must be provided by CMMPA, UP or other DMA pursuant to the MPA, other similar agreement or MISO TEMT, the non-defaulting Participants shall be required to provide a pro rata share of such increased amount of Financial Security. Provided, however, that the defaulting Participant shall be responsible to CMMPA, UP or other DMA and the non-defaulting Participants for all of such increased amount of Financial Security.
- (g) The Participant Credit Support Committee shall, if necessary, be reconstituted to exclude any committee member appointed by the defaulting Participant.

Section 10.3. Other Participant Default.

In the event of any default by the Participant under any covenant, agreement or obligation of this Agreement, other than a failure to make a payment required to be made under this Agreement, CMMPA may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction, specific performance, declaratory judgment, or any combination thereof, as may be necessary or appropriate to enforce any covenant, agreement or obligation under this Agreement against the defaulting Participant. Such remedies shall be in addition to all other remedies provided for herein.

Section 10.4. Damages.

Upon notification to the non-defaulting Participants of a default under this Agreement, CMMPA shall, as soon as practicable, seek payment of damages from the defaulting Participant. To the extent that CMMPA recovers damages in connection with the

MARKET PARTICIPANT AGREEMENT

Participant's default, the CMMPA Board will determine how such recovered damages will be distributed or allocated among the non-defaulting Participants.

Section 10.5. Termination of Defaulting Participant Agreement.

If a default occurs pursuant to this Agreement, then CMMPA upon written notice to the defaulting Participant may terminate this Agreement. Such termination shall not relieve the defaulting Participant of duty to compensate CMMPA for all damages or costs which CMMPA incurs due to Participant's default. If MISO provides notice to CMMPA, UP or other DMA of its intent to terminate the MPA or similar agreement occasioned by a Participant default under this Agreement, then, upon written notice to the Participant, CMMPA may terminate this Agreement. No such termination shall absolve Participant of its obligation to make any payment due and unpaid as well as any amounts relating to services which were to be provided to such Participant under this Agreement which CMMPA cannot avoid at the time of such termination.

ARTICLE 11

CMMPA OBLIGATIONS

Section 11.1. MP Activities and Requesting MISO Services.

CMMPA, UP or other MDA shall perform certain MP activities in connection with requesting MISO Services on behalf of the Participants consistent with: (i) CMMPA's then current registrations with MISO; (ii) the MPA, or similar agreement; and (iii) and the MISO TEMT. These MP activities shall include, but not be limited to, participation in the MISO established "Day-Ahead" and "Real time" energy markets and other MISO markets whether now established or that may be established at a future time and shall include those services and activities defined herein as MISO Services. UP as CMMPA's DMA is obligated to take and pay for services provided by MISO pursuant to the MPA or similar agreement and the MISO TEMT. The Participants that have executed this Agreement are identified in Attachment 1. Attachment 1 may be modified by CMMPA to add or delete Participants from time to time. Such modification shall not constitute an amendment of this Agreement and shall not require approval of the other Participants. CMMPA shall promptly provide Participant with a copy of Attachment 1 as modified. Any such modification of Attachment 1 shall be deemed a part of this Agreement as if originally attached hereto.

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Section 11.2. Continuity of Service.

- (a) In case of emergencies, CMMPA or its agent may temporarily interrupt, increase, or reduce deliveries of electric capacity and energy procured from or sold into the MISO markets, to the extent such products are offered through MISO markets, if CMMPA or its agent reasonably determines that such interruption, increase or reduction is necessary. CMMPA or its agent may also interrupt or reduce deliveries of electric capacity and energy from the MISO markets, to the extent such products are offered through MISO markets, in order to install equipment, make repairs, replacements, investigations, and inspections or to perform other maintenance work on generation or transmission facilities and apparatuses.
- (b) CMMPA shall not request, nor be liable for failure to request MISO Services under this Agreement when such failure or the cessation or curtailment or interference with the service is caused by Uncontrollable Forces.

ARTICLE 12

MISCELLANEOUS PROVISIONS

Section 12.1. Modification.

This Agreement shall not be modified, amended, or otherwise changed by agreement of the parties in any manner that will materially and adversely affect the security afforded by the provisions for the payment of the principal of and premium, if any, and interest on any of the Indebtedness, or any other obligations of CMMPA ranking pari passu therewith as to the security afforded by the provisions of this Agreement, as they respectively become payable, so long as any of the Indebtedness and such obligations are outstanding and unpaid or funds are not set aside for the payment or retirement thereof in accordance with the Indebtedness Resolution.

Section 12.2. Dispute Resolution Procedures.

- (a) To the extent that a formal written notice of a dispute is provided to CMMPA pursuant to Article 6 and such dispute must be resolved with MISO, then CMMPA, UP or other DMA will use its best efforts to resolve such dispute pursuant to the dispute resolution procedures provided for in MISO TEMT. CMMPA in conducting such a dispute will seek the input and guidance of Participant. Participant shall reimburse CMMPA for all of its costs and its DMA's costs associated with attempting to resolve the dispute.
- (b) Any dispute under this Agreement, other than disputes addressed in Section 12.2(a), may be submitted to arbitration at the request of either CMMPA or Participant provided that the other party agrees. Copies of any such request shall be given to all other Participants and it shall specify the issue or issues in dispute.

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Within ten days after receipt of such a request, CMMPA and Participant shall confer and attempt to agree upon appointment of a single arbitrator. If such agreement is not accomplished, CMMPA or Participant may request the American Arbitration Association to appoint an arbitrator. The arbitrator shall conduct a hearing within thirty days thereafter, unless such time is extended by agreement of CMMPA and Participant. The arbitrator shall notify the parties of his or her decision, stating his or her reasons for such decision, in writing, and separately listing his or her findings of fact and conclusions of law. The arbitrator shall not have power to amend or add to this Agreement. Subject to such limitation, the decision of the arbitrator shall be final and binding on CMMPA and Participant except that either party may petition a court of competent jurisdiction for review of the arbitrator's decision. The pendency of arbitration shall affect neither the obligation of Participant to make any payment in full when due under this Agreement nor the obligations of this Agreement upon the failure of Participant to make any payment in full when due under this Agreement. The prevailing party of a disputed matter shall be entitled to recover from the other party its reasonable legal fees and other costs of arbitration and court proceedings.

Section 12.3. Assignment.

- (a) This Agreement shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of the parties to this Agreement; provided, that neither this Agreement, or any interest or rights conferred herein, shall be assigned or transferred or sold by Participant, including in connection with any sale, transfer or other disposition of Participant's system (i) without the written consent of CMMPA which consent shall not be unreasonably withheld, nor (ii) if in the opinion of counsel to CMMPA such assignment or transfer or sale would adversely affect the exemption, if any, from Federal income taxation of the interest on the Indebtedness. In the event of a proposed assignment, transfer, sale, or other disposition of the Participant's system, the Participant shall provide timely notification to CMMPA, and CMMPA and the Participant will establish an agreeable schedule for CMMPA and its counsel to respectively address the requirements of clause (i) and (ii) of the preceding sentence. No such assignment, transfer, sale or other disposition shall relieve the Participant of any obligation hereunder. Notwithstanding the foregoing provisions in this section of the Agreement, any assignment, transfer, sale or other disposition shall be consistent with CMMPA's rights pursuant to agreements that CMMPA has entered into to acquire MISO Services. The parties shall seek to reasonably facilitate transfers among Participants, to entities related to Participant, to other municipal entities and municipal power agencies and like entities.
- (b) CMMPA may assign from time to time the MP activities that are addressed in this Agreement to UP or any other DMA. If CMMPA chooses to designate a party

MARKET PARTICIPANT AGREEMENT

other than UP to perform the MP activities and request MISO Services, then CMMPA shall notify Participant 120 days prior to such designation.

- (c) CMMPA may assign this Agreement and its rights to receive payments hereunder in connection with the incurrence of any Indebtedness referred to in Article 7.

Section 12.4. Notice.

Any notice, demand, approval, proposal, protest, direction or request provided for in this Agreement may be delivered in writing by facsimile transmittal, e-mail, US mail, or in person, given or made to Participant and shall be deemed delivered, given, or made if delivered in writing by fax transmission, e-mail, in person, or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the person and at the address designated in writing filed with CMMPA by Participant. Participant may change such designation, at any time and from time to time, by giving notice to CMMPA as below provided. Any such notice, demand or request to be delivered, given or made to CMMPA shall be deemed delivered, given or made if delivered in writing, in person, or sent by certified mail as above provided to the following address:

Director of Operations
Central Minnesota Municipal Power Agency
459 South Grove Street
Blue Earth, Minnesota 56013

With a copy to:
Michael M. (Mike) Gavin
Gavin, Olson, Winters & Twiss, Ltd.
1017 Hennepin Avenue North
Glencoe, MN 55336

or such other address designated by CMMPA, as provided above.

Section 12.5. Liability and Indemnification.

Each party hereto expressly agrees to indemnify, defend and save harmless the other party against all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees and all other obligations by or to third parties, arising out of or resulting from MISO Services requested by Participant pursuant to this Agreement, the MPA, or MISO TEMT, except in cases of negligence or willful misconduct of the other party, its agents, servants, or employees; provided, however, that neither party shall be responsible for damage or injury to employees of the other party whenever the other party's employees are on the first party's premises. Further, this Agreement creates no

MARKET PARTICIPANT AGREEMENT

contractual relationship with a customer of another party, nor does it create any third party beneficiaries.

Section 12.6. Waivers.

- (a) Any waiver at any time by either Party of its rights with respect to a default or any matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any subsequent default or matter.
- (b) **Consequential Damages.** Participant confirms that the express remedies and measures or damages provided for in this Agreement satisfy the essential purposes hereof. For breach of any provision for which an express remedy or measure of damages is provided, such express remedy or measure of damages shall be the sole and exclusive remedy, the party's liability shall be limited as set forth in such provision and all other remedies or damages at law or in equity are waived. If no remedy or measure of damages is expressly herein provided, the party's liability shall be limited to direct actual damages only, such direct actual damages shall be the sole and exclusive remedy and all other remedies or damages at law or in equity are waived. Unless expressly herein provided, neither Party shall be liable for any consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages, by statute, in tort or contract, under any indemnity provision or otherwise. It is the intent of the Parties that the limitations herein imposed on remedies and the measure of damages be without regard to the cause or causes related thereto, including the negligence of any Party, whether such negligence be sole, joint or concurrent, or active or passive. To the extent any damages required to be paid hereunder are liquidated, the Parties acknowledge that the damages are difficult or impossible to determine, otherwise obtaining an adequate remedy is inconvenient and the liquidated damages constitute a reasonable approximation of the estimated harm or loss.
- (c) The failure of either Party hereto to enforce at any time any provisions of this Agreement or to require at any time performance by the other Party hereto of any of the provisions hereof shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Agreement or the right of such Party, thereafter, to enforce each and every provision hereof.

Section 12.7. Applicable Law.

This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Minnesota.

MARKET PARTICIPANT AGREEMENT

Section 12.8. Severability.

If any section, paragraph, clause or provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall be unaffected by such adjudication and all of the remaining provisions of this Agreement shall remain in full force and effect as though such section, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not been included herein. However, the parties shall attempt to negotiate provisions that reasonably substitute for the invalid provision in order to place the parties in the position that they would have been had the stricken clause or provision not been found invalid.

Section 12.9. No Adverse Distinction.

The terms, conditions and provisions of this Agreement shall apply to all Participants that execute a CMMPA/Participant Market Participant Agreement with CMMPA and CMMPA shall not make any unreasonable adverse distinction among Participants that are provided MISO Services through CMMPA.

Section 12.10. Duly Authorized Signatories; Binding Effect of Execution.

CMMPA as to its signatory and the Participant as to its signatory each hereby represents and warrants that the person executing this Agreement on its respective behalf is duly authorized to do so, and that, by such execution set forth on the following page of this Agreement, such party is hereby duly and lawfully bound by this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the 15th day of June, 2009.

CENTRAL MINNESOTA MUNICIPAL POWER AGENCY

By: Bob Elst
Title: President
By: Mark J. Dring
Title: Secretary

ELDRIDGE ELECTRIC AND WATER UTILITY, IOWA

By: Kevin Kanga
Title: Chair
By: Michael E. Rappaport
Title: Secretary

MARKET PARTICIPANT AGREEMENT

ATTACHMENT 1

EXECUTING PARTICIPANTS

There are thirteen Participants that have entered into CMMPA/Participant Market Participant Agreements to enable CMMPA, UP or other DMA to request MISO Services on their behalf pursuant to the MPA, or other similar agreement, and the MISO TBM. This attachment may be modified by CMMPA from time to time without amending the CMMPA/Participant Market Participant Agreement itself or any action by any Participant to reflect the addition of Participants that execute this Agreement in the future or the termination of this Agreement by a Participant pursuant to the terms and conditions of this Agreement. The Participants are listed below:

Participants
1. Delano, MN
2. Eldridge, IA
3. Fairfax, MN
4. Glencoe, MN
5. Granite Falls, MN
6. Janesville, MN
7. Kasson, MN
8. Kenyon, MN
9. Montezuma, IA
10. Mountain Lake, MN
11. Sleepy Eye, MN
12. Springfield, MN
13. Windom, MN

MARKET PARTICIPANT AGREEMENT

ATTACHMENT 2

MONTHLY MARKET PARTICIPANT COSTS

“Monthly Market Participant Costs” shall mean all of CMMPA's costs net of revenue/credits, to the extent not funded from Indebtedness proceeds, associated with CMMPA performing the MP activities and requesting MISO Services on the Participants' behalf. Such costs shall include, but are not limited to, the items of cost that are paid or incurred by CMMPA during each month of each Contract Year in connection with requesting MISO Services and are identified in this Attachment 2.

- (a) Amounts paid by CMMPA, UP or other DMA to MISO for requested MISO Services, including all amounts billed to CMMPA, UP or other DMA by MISO for such services;
- (b) Such other costs as may be reasonably determined by CMMPA, including costs of UP or other DMA, to be allocable to the requested MISO Services;
- (c) Amounts to establish MISO deposits or security requirements or working capital requirements, including amounts to repay any borrowings for such requirements; and
- (d) All costs of requesting MISO Services including but not limited to: (1) administrative and general costs, insurance and overhead costs and any charges payable by CMMPA in connection with the requesting of MISO Services; (2) interest earnings, if any; and (3) a share, reasonably determined by CMMPA to be allocable to the requesting of MISO Services, of all operation and maintenance costs related to the operation and conducting of the business of CMMPA, including salaries, fees for legal, engineering, and other services and all other expenses properly related to the conduct of the affairs of CMMPA, including all costs and expenses relating to injury and damage claims required to be paid by CMMPA in connection with the provision of MISO Services;

MARKET PARTICIPANT AGREEMENT

ATTACHMENT 3

PARTICIPANT DEFAULT SHARES

Article 10 provides that if there is a payment default under this Agreement that the non-defaulting Participants are required to step-up and pay all amounts not paid to CMMPA by the defaulting Participant in accordance with this Attachment 3. The following tables illustrates the methodology that would be utilized by CMMPA to calculate the Participants' default shares to be used to compute the appropriate step-up share by Participant when a default occurs under this Agreement. The energy requirements and list of Participants will be modified at least annually, as required.

There are thirteen Participants that are expected to enter into this Agreement with CMMPA that are members of CMMPA. Table A-3 below shows each Participant's default share.

The Participant applicable default share may be adjusted for defaulting Participants, provided that the increases resulting from any such adjustment pursuant to Article 10 shall not exceed the accumulated maximum step up percentage, which shall be 35% of the Participants' original default share prior to any such increases.

This attachment will be updated from time to time by CMMPA without amending the CMMP/Participant Market Participant Agreement itself and without any action by any Participant to reflect the addition of CMMPA members and other entities that execute this Agreement in the future or the termination in respect of a Participant pursuant to the terms and conditions. CMMPA will provide a copy of such update to Participant as promptly as practicable. Any such update shall be deemed a part as if originally attached hereto.

MARKET PARTICIPANT AGREEMENT
ATTACHMENT 3
PARTICIPANT DEFAULT SHARES

Table A3 – Participant Default Shares

Participants	2006 Total Energy Requirements MWh	Default Shares % of Total
Delano, MN	52,810	10.88%
Eldridge, IA	35,439	7.30%
Fairfax, MN	12,805	2.64%
Glencoe, MN	78,898	16.26%
Granite Falls, MN	32,827	6.77%
Janesville, MN	12,213	2.52%
Kasson, MN	33,730	6.95%
Kenyon, MN	17,462	3.60%
Montezuma, IA	33,608	6.93%
Mountain Lake, MN	21,272	4.38%
Sleepy Eye, MN	48,774	10.05%
Springfield, MN	30,847	6.36%
Windom, MN	74,510	15.36%
Total	485,195	100.00%

* Data Source: Energy Information Administration Form EIA-861, 2007.

MARKET PARTICIPANT AGREEMENT

ATTACHMENT 4 PARTICIPANT OPINION

In accordance with Article 9, the Participant shall furnish CMMPA with an opinion by an attorney or firm of attorneys to the effect that:

- (a) **Valid Existence.** The Participant is a municipal corporation or other eligible person or entity duly created and validly existing pursuant to the Constitution and Statutes of the State of Minnesota or other State of the United States, or is otherwise organized and authorized as a Participant.
- (b) **Performance.** The Participant has full legal right and authority to enter into this Agreement and to carry out its obligations hereunder.
- (c) **Organization, Grant of Authority.** The Participant is a (Home rule Charter City, Statutory City, Other – Please Describe). The Participant (has or has not) established a Public Utility Commission (pursuant to Minnesota Statutes §412.331 or pursuant to a home rule charter provision or the applicable statutes of another state). If established, the Participant's utility commission (does or does not) have the authority to purchase electrical energy and electrical capacity and to enter into contract for that purpose. (If any restrictions exist on the utility commission's authority, please set those out in detail.) If Participant has a utility commission, please describe in detail its formal name, governance and who has the authority (including the utility manager, if any) to bind the utility commission. If the utility manager has binding authority, please describe the limitations, if any, on his authority.
- (d) **Rates and Charges.** The Participant has full legal right and authority to fix, impose and collect rates and charges, and such rates and charges are not subject to the regulatory jurisdiction of any State government, local government (other than that of the Participant), or regulatory authority.
- (e) **Ownership of Electric Distribution System.** The Participant has legal title to and the beneficial interest in and is beneficially possessed of the electric utility system or integrated utility system such Participant owns, maintains, and operates.
- (f) **Authorization, Execution.** At meetings duly called and held at which quorums were present and acting throughout, the governing body of the Participant duly approved this Agreement and its execution and delivery on behalf of the Participant, this Agreement has been duly authorized, executed and delivered by the appropriate officers of the Participant, and assuming that CMMPA has all the requisite power and authority to execute and deliver, and has duly authorized, executed and delivered, this Agreement, this Agreement constitutes the legal, valid and binding obligation of the Participant in accordance with its terms subject, however, to the effect of, and to restrictions and limitations imposed by or resulting from, bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally. No opinion need be rendered as to the availability of any particular remedy.

MARKET PARTICIPANT AGREEMENT

ATTACHMENT 4

PARTICIPANT OPINION

- (g) **No Violation, Etc.** The execution and delivery of this Agreement by the Participant, the performance by the Participant of its obligations hereunder and the consummation of the transactions contemplated herein do not and will not contravene any provision of the Charter or Certificate of Incorporation or any other organizational document of the Participant and any amendment thereto under which the Participant is organized and presently operating or any existing law or any existing order, injunction, judgment, decree, rule or regulation of any court or administrative agency having jurisdiction over the Participant or its property or result in a breach or violation of any of the terms and provisions of, or constitute a default under, any existing bond resolution, indenture, mortgage, deed of trust or other agreement to which the Participant is a party or by which it or its property is bound.
- (h) **Approvals.** All approvals, consents or authorizations of, or registrations or filings with, any governmental or public agency, authority or person required on the part of the Participant in connection with the execution, delivery and performance of this Agreement have been obtained or made.
- (i) **Litigation.** To the knowledge of such attorney or firm of attorneys after due inquiry, there is no litigation or other proceedings pending or threatened in any court or other tribunal of competent jurisdiction (either State or Federal) questioning the creation, organization or existence of the Participant or the validity, legality or enforceability of this Agreement.

**MIDWEST INDEPENDENT TRANSMISSION
SYSTEM OPERATOR (MISO)
SCHEDULING AGENT AGREEMENT
BETWEEN CENTRAL MINNESOTA MUNICIPAL POWER AGENCY
AND**

ELDRIDGE ELECTRIC AND WATER UTILITIES

June 15, 2009

SCHEDULING AGENT AGREEMENT

THIS AGREEMENT is entered into this 15th day of June, 2009 by between the Central Minnesota Municipal Power Agency (hereinafter "CMMPA") and the joint powers municipal entity, Utilities Plus (hereinafter "Utilities Plus"), located at 459 South Grove Street, City of Blue Earth, State of Minnesota 56013 and the Eldridge Electric and Water Utilities, located at 305 N. Third Street, Eldridge, State of Iowa 52748-0375 (hereinafter referred to as "Participant").

WHEREAS, the Participant is a longtime transmission customer of MidAmerican Energy Company (hereinafter referred to as "MEC").

WHEREAS, MEC has now joined the Midwest Independent Transmission System Operator (MISO) Market which will allow the Participant to potentially have access to a wide offering of power supplies of which it desires to take advantage, and

WHEREAS, to take such advantage of other power supply offerings and participate in the MISO Market, Participant must be in a position to schedule its own energy transactions either directly or through a third party such as Utilities Plus.

WHEREAS, the Participant, wishes Utilities Plus to perform certain Scheduling Agent functions related to the MISO energy market and according to the scope specified herein and pursuant to the MISO Open Access Transmission Energy Markets Tariff (TEMT).

WHEREAS, the Participant has designated Utilities Plus to be its MISO Scheduling Agent.

WHEREAS, the Participant has also entered into a separate Market Participant agreement with Utilities Plus, designating Utilities Plus as their MISO Market Participant and is obligated to pay Utilities Plus for all MISO costs which Utilities Plus incurs as a result of transacting on the Participant's behalf.

NOW THEREFORE, CMMPA and Participant mutually agree as follows:

ARTICLE 1

The recitals set forth above are hereby made a part of this agreement.

**ARTICLE 2
DEFINITIONS**

The parties hereto wish to acknowledge those applicable definitions contained in the CMMPA/Participant - Market Participant Agreement dated June 15, 2009 and adopt those pertinent definitions applicable to this agreement as though fully set forth herein and incorporate the same in this agreement by reference.

**ARTICLE 3
TERM AND TERMINATION**

Section 3.1. Initial Term and Term Extension.

(a) The initial term of this Agreement shall commence on the date of its execution and shall continue for two years from the start of MEC's entrance into the MISO energy market, currently scheduled for September 1, 2009. After the initial term, this Agreement shall automatically renew on a year by year basis, unless either party gives the other party six (6) months notice of its intent to terminate this Agreement.

(b) Notwithstanding the term provisions in Section 3.1(a.), the term of this Agreement shall not terminate prior to the date on which all obligations and liabilities under this Agreement have been fully paid or provided for.

Section 3.2. Continuing Obligations.

Termination of this Agreement shall not relieve Participant of its obligations to pay for MISO costs incurred by Utilities Plus as a result of transacting for an Operating Day prior to the termination date, including all true ups and all prior period adjustments incurred by Utilities Plus but received from MISO by Utilities Plus subsequent to the termination date, irrespective of the Execution Date

upon which such true-up or prior period adjustments were calculated and transmitted to Utilities Plus.

ARTICLE 4
PAYMENT AND SUPPLY OF INFORMATION OBLIGATIONS

Section 4.1. Payment Obligations.

Participant agrees to take and pay for or pay for MISO Services requested by Utilities Plus on its behalf, together with other allocable Utilities Plus costs. Participant shall be obligated to pay to Utilities Plus the Participant's allocable share of Monthly Market Participant Costs incurred for MISO Services requested by Utilities Plus pursuant to the terms of this Agreement.

Section 4.2. Supply of Information and Notification of Material Change.

Participant shall supply Utilities Plus with any and all information that is required to be provided to MISO pursuant to the requirement of Utilities Plus' upstream Market Participant Agreement with MISO or pursuant to the MISO TEMT.

ARTICLE 5
BUDGET, BILLING AND DISPUTES

Section 5.1. Billing and Payments.

(a) On or before the end of the 10th business day of each month or more frequently as solely determined by Utilities Plus, Utilities Plus shall prepare and deliver to Participant, via facsimile, e-mail or other electronic transmission, a billing statement showing the amounts payable to Utilities Plus for MISO scheduling costs incurred by Utilities Plus on behalf of the Participant. Such billing statement will be prepared based on the then most current settlement statements issued by MISO and including true-ups for prior period adjustments and the appropriate allocable administrative costs required of Utilities Plus to perform this Scheduling Service as identified in Attachment A – Fee Schedule.

The amounts shown in the billing statement to be paid to Utilities Plus by the Participant shall be due and payable on the 30th day of the month and any amounts due and not paid by the Participant on or before the close of business on the 30th day of the month shall constitute a late payment. The late payment shall bear a service charge from the original due date until paid at the rate of one and one-half percent (1 ½ %) per month. Remittances received by mail will be accepted without assessment of said charges, provided that the postmark indicates that the payment was mailed on or before such day. If the due date is a Saturday or Sunday or other non-business day of the Participant, the next following business day shall be the last day on which payment may be mailed without addition of any charges.

(b) If extenuating circumstances require, Utilities Plus, at its sole discretion, may require the Participant to make biweekly or weekly payments to Utilities Plus based on the then most current MISO settlement statements.

Section 5.2. Allocation of Costs and Establishment of Budgets.

Utilities Plus shall make best efforts at registering all of the Participants for which Utilities Plus provides Scheduling Services in the appropriate MISO commercial model configuration such that as much of the costs as possible incurred by Utilities Plus can be directly assigned to the Participant.

Section 5.3. Disputes.

(a) Participant shall, for a period of twenty-four (24) months from the date of rendering, have the right to dispute any billing statement or other bill, invoice or statement rendered by Utilities Plus, invoke arbitration of the same or bring any legal or administrative action of any kind, questioning the propriety of the same. After the end of this twenty-four (24) month period, participant shall have no further right of dispute. In the case of a billing statement, other bill, invoice or statement containing estimates subject to subsequent true ups, Participant shall have no further right of dispute after a period of twenty-four (24) months from the date of its true up to reflect the actual final amounts due.

(b) Even if disputed, Participant shall nevertheless pay the full amount of the disputed charges when due and shall give written notice of the dispute to Utilities Plus not later than the due date of such payment. Such notice shall identify the amount in dispute and set forth a full statement of grounds upon which such dispute is based. No adjustment shall be considered or made by Utilities Plus for disputed charges unless such notice is given. Utilities Plus shall give consideration to such dispute and shall advise Participant with regard to its position relative thereto within one hundred and twenty (120) days following receipt of such written notice. Upon final determination (whether by agreement, arbitration, adjudication or otherwise) of the correct amount, any difference between such correct amount and the billed amount shall be properly reflected in the billing statement next submitted to Participant after such determination. The difference shall include interest at a rate established by the Utilities Plus Board from time to time.

(c) Paragraph (b) of this Section 6.3 shall specifically apply to any billing statement (or bill summary) rendered by Utilities Plus or Settlement Statement or Invoice rendered by MISO that includes costs for MISO Services paid or to be paid by Utilities Plus that the Participant believes should not be paid or should not have been paid by Utilities Plus. Should Utilities Plus determine that Participant is correct with respect to such costs pertaining to MISO Services, Utilities Plus shall pursue whatever rights it may have for refund of or other redress with respect to such costs. Should Utilities Plus determine that Participant's position as to such costs pertaining to MISO Services is incorrect or that the potential benefit of pursuing any rights for refund or other redress with respect thereto is not worth the costs involved in pursuing such refund or other redress, then CMMPA shall not be required to take any action for such a refund or other redress unless and until Participant agrees to be fully responsible for all costs and expenses associated with such action for such refund

or other redress, including Utilities Plus's attorney fees and the fees of any accountants or other professionals whose services are deemed necessary by Utilities Plus for purposes of pursuing such refund or other redress. Notwithstanding the foregoing sentence, Utilities Plus shall not be required to take any action with respect to any costs pertaining to MISO Services challenged by Participant unless Utilities Plus determines, in its sole discretion, that reasonable grounds exist for challenging such costs.

ARTICLE 6
RECORDS AND ACCOUNTS; REPORTS

Section 6.1. Records and Accounts.

(a) Utilities Plus shall keep separate accurate records and accounts for the provision of MISO Services in a manner similar to the Federal Energy Regulatory Commission (FERC) Uniform System of Accounts and generally accepted accounting principles or such other system as may be reasonably approved by Utilities Plus. Such books and records shall be separate and distinct from Utilities Plus' other records and shall contain information supporting the allocation of Utilities Plus' indirect costs associated with the provision of MISO Services.

Section 6.3. Additional Information.

(a) The Participant agrees to supply Utilities Plus, upon request, with such information and documentation as Utilities Plus shall reasonably determine to be necessary with respect to the provision of MISO Services, including financial statements and other information reasonably available to allow Utilities Plus to respond to requests for such information from any federal, state or local regulatory body or as may be required in connection with the provision of MISO Services.

ARTICLE 7
UTILITIES PLUS OBLIGATIONS

Section 7.1. Designated Scheduling Agent (DSA) Activities and Requesting MISO Services.

Utilities Plus shall perform the MISO Scheduling Services as defined in Attachment B - Scope of Scheduling Services and pursuant to: (i) the Participant's then current MISO registration and MISO commercial model configuration (ii) the terms of the upstream MISO Market Participant Agreement between Utilities Plus (or the Participant) and MISO, (iii) the MISO TEMT, and (iv) the current MISO Business Practice Manuals.

Section 7.2. Continuity of Service.

(a) Utilities Plus shall not be liable for failure to perform MISO Services under this Agreement when such failure is caused by Uncontrollable Forces.

ARTICLE 8
MISCELLANEOUS PROVISIONS

Section 8.1. Modification.

This Agreement shall not be modified, amended, or otherwise changed by agreement of the parties in any manner

Section 8.2. Dispute Resolution Procedures.

(a) To the extent that a formal written notice of a dispute is provided to Utilities Plus pursuant to Article 5 and such dispute must be resolved with MISO, then Utilities Plus will use its best efforts to resolve such dispute pursuant to the dispute resolution procedures provided for in MISO TEMT. Utilities Plus in conducting such a dispute will seek the input and guidance of Participant. Participant shall reimburse Utilities Plus for all of its costs associated with attempting to resolve the dispute.

(b) Any dispute under this Agreement, other than disputes addressed in, Section 8.2(a), may be submitted to arbitration at the request of either Utilities Plus or Participant provided that the other party agrees. Copies of any such request shall be given to all other affected Participants if applicable and it shall specify the issue or issues in dispute. Within ten days after receipt of such a request, Utilities Plus and Participant shall confer and attempt to agree upon appointment of a single arbitrator. If such agreement is not accomplished, Utilities Plus or Participant may request the American Arbitration Association to appoint an arbitrator. The arbitrator shall conduct a hearing within thirty days thereafter, unless such time is extended by agreement of Utilities Plus and Participant. The arbitrator shall notify the parties of his or her decision, stating his or her reasons for such decision, in writing, and separately listing his or her findings of fact and conclusions of law. The arbitrator shall not have power to amend or add to this Agreement. Subject to such limitation, the decision of the arbitrator shall be final and binding on Utilities Plus and Participant except that either party may petition a court of competent jurisdiction for review of the arbitrator's decision. The pendency of arbitration shall affect neither the obligation of Participant to make any payment in full when due under this Agreement nor the obligations of this Agreement upon the failure of Participant to make any payment in full when due under this Agreement. The prevailing party of a disputed matter shall be entitled to recover from the other party its reasonable legal fees and other costs of arbitration and court proceedings.

Section 8.3. Assignment.

(a) This Agreement shall inure to the benefit of the parties to this Agreement and shall not be assigned or transferred or sold by Participant to another entity, without the written consent of Utilities Plus which consent shall not be unreasonably withheld.

Section 8.4. Notice.

Any notice, demand, approval, proposal, protest, direction or request provided for in this Agreement may be delivered in writing by facsimile transmittal, e-mail, US mail, or in person, given or made to Participant and shall be deemed delivered, given, or made if delivered in writing by fax transmission, e-mail, in person, or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the person and at the address designated in writing filed with Utilities Plus by Participant. Participant may change such designation, at any time and from time to time, by giving notice to Utilities Plus as provided below. Any such notice, demand or request to be delivered, given or made to Utilities Plus shall be deemed delivered, given or made if delivered in writing, in person, or sent by certified mail as above provided to the following address:

FOR UTILITIES PLUS:

Director of Operations
Central Minnesota Municipal Power Agency
459 South Grove Street
Blue Earth, Minnesota 56013

With a copy to:
Michael M. (Mike) Gavin
Gavin, Olson, Winters & Twiss, Ltd.
1017 Hennepin Avenue North
Glencoe, MN 55336

FOR PARTICIPANT:

John R. Dowd, City Administrator
City of Eldridge
305 N. Third Street
PO Box 375
Eldridge, IA 52748-0375

And

Daniel Glunz
Eldridge Electric and Water Utilities
305 N. Third Street
PO Box 375
Eldridge, IA 52748-0375

or such other address designated by CMMPA, as provided above.

Section 8.5. Liability and Indemnification.

Each party hereto expressly agrees to indemnify, defend and save harmless the other party against all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees and all other obligations by or to third parties, arising out of or resulting from MISO Services requested pursuant to this Agreement except in cases of negligence or willful misconduct of the other party, its agents, servants, or employees; provided, however, that neither party shall be responsible for damage or injury to employees of the other party whenever the other party's employees are on the first party's premises. Further, this Agreement creates no contractual relationship with a customer of another party, nor does it create any third party beneficiaries.

Section 8.6. Waivers.

(a) Any waiver at any time by either Party of its rights with respect to a default or any matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any subsequent default or matter.

(b) **Consequential Damages.** Participant confirms that the express remedies and measures or damages provided for in this Agreement satisfy the essential purposes hereof. For breach of any provision for which an express remedy or measure of damages is provided, such express remedy or measure of damages shall be the sole and exclusive remedy, the party's liability shall be limited as set forth in such provision and all other remedies or damages at law or in equity are waived. If no remedy or measure of damages is expressly herein provided, the party's liability shall be limited to direct actual damages only, such direct actual damages shall be the sole and exclusive remedy and all other remedies or damages at law or in equity are waived. Unless expressly herein provided, neither Party shall be liable for any consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages, by statute, in tort or contract, under any indemnity provision or otherwise. It is the intent of the Parties that the limitations herein imposed on remedies and the measure of damages be without regard to the cause or causes related thereto, including the negligence of any Party, whether such negligence be sole, joint or concurrent, or active or passive. To the extent any damages required to be paid hereunder are liquidated, the Parties acknowledge that the damages are difficult or impossible to determine, otherwise obtaining an adequate remedy is inconvenient and the liquidated damages constitute a reasonable approximation of the estimated harm or loss.

(c) The failure of either Party hereto to enforce at any time any provisions of this Agreement or to require at any time performance by the other Party hereto of any of the provisions hereof shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Agreement or the right of such Party, thereafter, to enforce each and every provision hereof.

Section 8.7. Applicable Law.

This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Minnesota.

Section 8.8. Severability.

If any section, paragraph, clause or provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall be unaffected by such adjudication and all of the remaining provisions of this Agreement shall remain in full force and effect as though such section, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not been included herein. However, the parties shall attempt to negotiate provisions that reasonably substitute for the invalid provision in order to place the parties in the position that they would have been had the stricken clause or provision not been found invalid.

Section 8.9. Duly Authorized Signatories; Binding Effect of Execution.

Utilities Plus as to its signatory and the Participant as to its signatory each hereby represents and warrants that the person executing this Agreement on its respective behalf is duly authorized to do so, and that, by such execution set forth on this page of this Agreement, such party is hereby duly and lawfully bound by this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the

11th day of June, 2009.

UTILITIES PLUS

By Bob Elett
Its President

By Marg. Irving
Its Secretary

ELDRIDGE ELECTRIC & WATER UTILITIES

By Kevin Kuzma
Its Chairman

By Michael Rappaport
Its Secretary

ATTACHMENT A
Fee Schedule and Miscellaneous Terms

Fees

\$20,000 upfront for set up cost

\$1.10/Mwh for scheduling (equals approximately \$52,000/year)

Terms

2 year commitment for scheduling (6 month notice to terminate)

SCADA connection not to exceed \$10,000 (will be billed out at actual costs)

Working Cash

Will need to post approximately \$200,000 working cash, CMMPA will calculate the precise market exposure calculation for your peak usage month prior to the market start

CMMPA will treat as restricted cash

(i.e. the money will only be used to cover Eldridge cash flow impacts to the agency)

Credit Requirements

Will need to sign a Market Participant Credit Agreement with Utilities Plus (or sign a letter of Guarantee)

Special Comments

Utilities Plus also reserves the right to pass on any MCG licensing extension fees, should they apply

(not likely to apply unless generation was moved in front of the meter)

Utilities Plus restricts all repackaging of services for resale

Services not included in above fees but can be contracted thru Utilities Plus under this same Service Contract at an additional charge

Analysis of:

ARR's & FTR's	\$60/hour for Scheduling Staff and \$100/hour for Engineering Support
RAR & Module E	\$60/hour for Scheduling Staff and \$100/hour for Engineering Support

Additional optional services that can be contracted under separate contracts

CMMPA Associate Membership \$2,500/month

One year commitment

Does not include voting rights

Gets you additional Power Supply and Transmission Planning for your energy procurement needs above your JOU units

Utilities Plus routinely goes out for RFP's to look for cost effective alternatives to purchasing the balance of your energy needs from the DA MISO market

MISO TO Representation to get tariff recovery on transmission assets – an estimate is being developed

ATTACHMENT B
Scope of Scheduling Services

General Description of Services

The services which Utilities Plus proposes to provide in response to this RFP are summarized below:

1. Overall Project Management of both Phases 1 and 2 as detailed below and including all coordination with MISO, MEC, and the Participant;
2. Phase 1: Preparatory Activities prior to Sept 1, 2009, associated with preparing the Participants for participating in the MISO Market;
3. Phase 2: Actual Implementation of the Scheduling and Settlement Functions for the Participant in the MISO Market beginning June 15, 2009. (i.e. being the Scheduling and Settlements Agent);
4. Training during the preparatory and early implementation phases

The scope of the Scheduling Agent Service to be provided shall include the following activities:

1. MISO Registration and Commercial Model Registration
2. Acquisition of Real Time Load Data via SCADA
3. Load Forecasting
4. Day Ahead Load Bid Submittal
5. Financial Scheduling of Bilateral Purchases
6. Tags for Physical Imports into and Exports out of MISO
7. Generation Offers and Self-Generation Schedules
8. MISO Settlement Reconciliation and Shadow Settlements
9. Detailed MISO Billing Summaries
10. Meter Data Management Agent (MDMA) Services
11. Local Security Administrator (LSA) Services
12. Transmission Reservations
13. Web Interface and Text Messaging
14. Archiving of Historical Data and Query Capability
15. Designated transmission agent for securing transmission services