

## **ADDENDUM TO AGREEMENT FOR PURCHASING AGENT SERVICES**

This Addendum dated \_\_\_\_\_, 2014, shall be attached to and made a part of that certain Agreement for Purchasing Agent Services dated \_\_\_\_\_, 2014, (hereinafter called the Purchasing Agent Agreement) by and between the Municipal Energy Agency of Nebraska (hereinafter called MEAN), and the City of Gillette, Wyoming (hereinafter called the Municipality).

### **RECITALS**

WHEREAS, the Municipality has executed firm electric service Contract No. 87-LAO-115 (hereinafter called the Western Contract), with Western Area Power Administration (hereinafter called Western), a federal power marketing administration, for the purchase of firm electric service from Western's Loveland Area Projects; and

WHEREAS, Western has created a Rocky Mountain Region Loveland Area Projects Renewable Energy Credit Program, under which Western will allocate renewable energy credits (hereinafter called RECs) for the Loveland Area Projects hydropower generation by transferring from time to time Municipality's share of RECs through the Western Renewable Energy Generation Information System (hereinafter called WREGIS) into a WREGIS account in Municipality's name, if one is established, or into a subaccount created under Western's WREGIS account on behalf of the Municipality; and

WHEREAS, MEAN and the Municipality entered into the Purchasing Agent Agreement under which MEAN serves as the Purchasing Agent for the Municipality's Loveland Area Projects power allocation and transmission service arrangements; and

WHEREAS, Western has determined that the Municipality's designation of MEAN as Purchasing Agent under the Purchasing Agent Agreement is deemed to be designation of MEAN as Agent for the RECs also; and

WHEREAS, MEAN and the Municipality desire to set forth the terms and conditions under which MEAN will serve as the Agent for the Municipality's RECs; and

NOW, THEREFORE, in consideration of the promises and agreements contained herein, the Parties do mutually agree as follows:

### **1. Designation of Agent**

1.1 The Municipality and MEAN hereby agree that in addition to the designation of Agent made in the Purchasing Agent Agreement, the following agency relationship shall be subject to the terms of the Purchasing Agent Agreement: The Municipality hereby designates MEAN as Agent for the Municipality in matters regarding the Municipality's RECs which Municipality is entitled to receive through the Rocky Mountain Region Loveland Area Projects Renewable Energy Credit Program.

### **2. Services to be Provided**

2.1 MEAN agrees to be the sole and exclusive Agent for the Municipality with respect to the RECs which Municipality is entitled to receive pursuant to the provisions of the Rocky Mountain Region Loveland Area Projects Renewable Energy Credit Program. A detailed description of the duties being delegated to MEAN is attached hereto as Exhibit A and made part of this Addendum.

### 3. Rights and Obligations

3.1 The Municipality acknowledges and agrees that MEAN, as Agent, will formally elect to receive the RECs in the Joint Account by completing and returning to Western all required documentation for election.

3.2 The Municipality acknowledges and agrees that in accordance with Western's policies for the RECs, the RECs issued to the Municipality under Western's program cannot be sold and must be retired.

3.3 The Municipality will retain all its rights, duties and obligations under the Western Rocky Mountain Region Loveland Area Projects Renewable Energy Credit Program, except those rights, duties and obligations expressly granted and delegated to MEAN herein and in the Purchasing Agent Agreement. The Municipality acknowledges that it is not released from and shall remain liable to Western for payment of all amounts due or to become due under the Western Rocky Mountain Region Loveland Area Projects Renewable Energy Credit Program.

### 4. Term; Costs upon Termination

4.1 This Addendum shall become effective as of September 1, 2014 and shall continue in full force and effect through the term of Municipality's Western Contract, unless sooner terminated by either party providing the other party with thirty (30) days advance written notice. Notwithstanding the foregoing, this Addendum shall terminate in the event the Western REC program is terminated by Western or in the event the Purchasing Agent Agreement expires or is terminated by either party. Within thirty (30) days after such termination notice is received, MEAN shall notify Western to make available for transfer to Municipality's preferred new account or other location, an amount of RECs equal to the Municipality's then-current share of the RECs then remaining in the Joint Account (as that term is defined in Exhibit A). The Municipality shall be responsible for all costs associated with removal of Municipality's RECs from the Joint Account for any reason and for all costs associated with such transfer and any and all Western or WREGIS fees that may apply. MEAN will invoice Municipality for any costs billed to or incurred by MEAN arising from such removal, and Municipality shall pay MEAN for the amount(s) billed within ten (10) days of Participant's receipt of the invoice. Payment shall be made when due and without deduction. Interest on any unpaid amount shall accrue from the date due until the date on which payment is made at the rate of one percent (1%) per month. After the date of termination, the Municipality will then be responsible to Western and/or WREGIS for any future cost of administration of Municipality's new account or other location to which the RECs were transferred. The provisions in this Section 4.1 shall survive termination of this Addendum.

### 5. Records

5.1 Upon request, MEAN and the Municipality shall provide at all reasonable times to the other Party access to all operating and financial records and reports relating to this Addendum and the services provided hereunder.

### 6. Prior Agreement

6.1 All other provisions of the Purchasing Agent Agreement shall remain the same and continue in full force and effect throughout the term of the Purchasing Agent Agreement and shall apply to this Addendum. This Addendum shall supersede and replace the Addendum to Agreement for Purchasing Agent Services executed as of December 15, 2010 between the Parties.

IN WITNESS WHEREOF, MEAN and Municipality have caused this Addendum dated \_\_\_\_\_, 2014, to the Agreement for Purchasing Agent Services to be duly executed by their authorized agents or representatives.

ATTEST:

CITY OF GILLETTE, WYOMING

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

MUNICIPAL ENERGY AGENCY OF NEBRASKA

By \_\_\_\_\_

Executive Director

Date \_\_\_\_\_

**EXHIBIT A  
TO  
ADDENDUM TO AGREEMENT FOR PURCHASING AGENT SERVICES**

**Description of duties delegated to MEAN**

This Exhibit A is dated \_\_\_\_\_, 2014, and made part of the Addendum dated \_\_\_\_\_, 2014 to the Agreement for Purchasing Agent Services, as amended, between the Municipal Energy Agency of Nebraska ("MEAN") and the City of Gillette, Wyoming ("Municipality") regarding the Rocky Mountain Region Loveland Area Projects Renewable Energy Credit Program, under which Western will allocate renewable energy credits ("RECs"). All defined terms used but not defined in this Exhibit shall have the meaning ascribed thereto in the Addendum.

As the Municipality's sole and exclusive agent with respect to the RECs which Municipality is entitled to receive pursuant to the provisions of the Western Rocky Mountain Region Loveland Area Projects Renewable Energy Credit Program, MEAN is authorized to act as necessary or convenient on behalf of the Municipality in matters regarding the Municipality's RECs, including but not limited to: (i) submitting a Statement of Interest on the Municipality's behalf to Western indicating that the Municipality wishes to participate in the Western Rocky Mountain Region Loveland Area Projects Renewable Energy Credit Program and receive RECs from both large and small LAP hydro-generating resources, (ii) communicating and transacting with WREGIS and Western, and (iii) reviewing reports created by WREGIS. As Western from time to time transfers the Municipality's share of RECs through the WREGIS system or successor system, such RECs shall be transferred into a subaccount created by Western in MEAN's name (hereinafter the Joint Account). The Municipality's RECs may be commingled in the Joint Account along with the RECs of MEAN and other MEAN participants and will be held in the Joint Account by MEAN on behalf of the Municipality. Municipality will have no right, title or interest in any RECs in the Joint Account other than Municipality's share as transferred by Western.

MEAN will communicate to Western the elections that the Municipality makes with regard to the source of the RECs.

MEAN will use its best efforts to make available to the Municipality all information pertaining to the Municipality's RECs.

This Exhibit A may be amended from time to time upon execution of a written amendment by the parties.

THE CITY OF GILLETTE, WYOMING AND MEAN HEREBY ACCEPT AND AGREE TO THE ABOVE TERMS AND CONDITIONS:

CITY OF GILLETTE, WYOMING  
(Municipality)

MUNICIPAL ENERGY AGENCY OF NEBRASKA  
(Agent)

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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