

**HASTINGS UTILITY BOARD
AGENDA**

**Airport Conference Room - Hastings Municipal Airport
3300 W. 12th Street
December 11, 2025
9:00 AM**

ROLL CALL:

PLEDGE OF ALLEGIANCE:

MOTION TO ADOPT CURRENT AGENDA FOR December 11, 2025 REGULAR MEETING.

PUBLIC NOTICE - Official Notice of the Regular Meeting was published in the Hastings Tribune on Tuesday, December 9, 2025. Pursuant to Nebraska Revised Statute Section 84-1412, the public is advised that a copy of today's agenda and all reproducible written material which will be discussed at today's meeting is located at the back of the Conference Room. Also, a current copy of the Nebraska Open Meetings Act is posted on the south wall of the Airport Conference Room, which is accessible to members of the public.

MANAGER'S COMMUNICATIONS:

BOARD CHAIRMAN'S COMMUNICATIONS:

BOARD MEMBERS' COMMUNICATIONS:

CITIZEN COMMUNICATIONS:

CONSENT AGENDA:

1. All Consent Items.
 - (a) Approval of the minutes of the Hastings Utility Board Meeting of November 13, 2025.

REGULAR AGENDA:

2. Unfinished Business of Preceding Meeting.
3. General Business.
 - (a) Finance
 - i. End of Year 24-25 Summary
 - (b) Production

(c) Operations

- i. Conservation Plan Update

(d) Administration

- i. Contract to Transfer Renewable Energy Certificates to the City of Hastings between COH and WAPA.
- ii. Amendment to Contract for Firm Electric Service to the City of Hastings, Revision 1 to Exhibit B, and Revision 1 to Exhibit C, between COH and WAPA.

(e) Other

4. Possible Closed Session (if necessary or requested).

ADJOURN:

The Hastings Utility Board reserves the right to enter into an executive session at any time during the meeting, in accordance with the Nebraska Open Meetings Act, even though the closed session may not be indicated on the agenda. It is the intention of the Hastings Utility Board to take up the items on the agenda in sequential order. However, the Hastings Utilities Board reserves the right to take up matters in a different order to accommodate the schedule of the Utility Board Members, persons having items on the agenda, and the public.

CITY OF HASTINGS, NEBRASKA
MINUTES OF UTILITY BOARD REGULAR MEETING
Thursday, November 13, 2025

Pursuant to due call and notice thereof, a Regular Meeting of the Utility Board of Hastings, Nebraska was conducted Airport Conference Room - Hastings Municipal Airport 3300 W. 12th Street, on November 13, 2025.

ROLL CALL:

The meeting was called to order at 9:00 am by Bill Hitesman with the following members present: Bill Hitesman, Jeanette Dewalt, Scott Kvols, Regg Rutt
Derek Zeisler, Erik Nielsen, Micah McCaffery, Noel Nienhueser, Jaci Higgins, Larry Fox, Karl Block, Kyle Patten, Lee Vrooman, Brandan Lubken, Mark Funkey, Jesse Oswald, Lori Hartman, Tony Herrman.
Absent: Susan Meeske, Jay Beckby, Larry Consbruck, Steve Huntley.

PLEDGE OF ALLEGIANCE:

Bill Hitesman led the group in the recital of the Pledge of Allegiance to the United States of America.

MOTION TO ADOPT CURRENT AGENDA FOR November 13, 2025 REGULAR MEETING.

Moved by Dewalt and seconded by Kvols to adopt the current agenda for November 13, 2025. Regular Meeting. Roll Call: Ayes: Hitesman, Dewalt, Kvols, Rutt. Nays: None. Absent: Meeske. The motion carried.

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MANAGER'S COMMUNICATIONS:

None

BOARD CHAIRMAN'S COMMUNICATIONS:

None

BOARD MEMBERS' COMMUNICATIONS:

None

CITIZEN COMMUNICATIONS:

None

CONSENT AGENDA:

1. All Consent Items.

- (a) Approval of the minutes of the Hastings Utility Board Meeting of October 9, 2025.

Moved by Kvols and seconded by Dewalt to approve the minutes for the meeting of October 9, 2025. Roll Call: Ayes: Hitesman, Dewalt, Kvols, Rutt. Nays: None. Absent: Meeske. Approved.

REGULAR AGENDA:

2. Unfinished Business of Preceding Meeting.

3. General Business.

- (a) Election of Officers

Dewalt nominated Bill Hitesman as Chairman of the Board. The nomination was seconded by Kvols.

Moved by Dewalt, seconded by Kvols, that the nominations for Chairman of the Board cease and a vote on the nomination for Bill Hitesman be voted on. Roll Call: Ayes: Dewalt, Kvols, Rutt. Nays: None. Absent: Meeske. Motion carried

Moved by Hitesman, seconded by Kvols to nominate Jeanette Dewalt as the Co-Chairman of the Board. Roll Call: Ayes: Hitesman, Kvols, Rutt. Nays: None. Absent: Meeske. Motion Carried.

Moved by Hitesman, seconded by Rutt to nominate Scott Kvols as Secretary to the Board. Roll Call: Ayes: Hitesman, Dewalt, Rutt. Nays: None. Absent: Meeske. Motion carried.

- (b) Finance

i. Fiscal Year '25 Financial Update

Jaci updates everyone on the Financial Update for Fiscal Year '25.

Financial and Operating Report — Fiscal Year 2025 Oct 24-July 25

- Electric Department

*Additional \$3M in SPP sales revenue year to date for FY25 compared to FY24

*August and September are historically high revenue months for electric and would anticipate nearing the budgeted revenue number.

- Gas Department

*Over 5% increase in natural gas usage in FY25 through July compared to FY24

- Water Department

- *An almost 9% increase in water usage in FY25 compared to FY24
 - Very unusual start to the watering season — dry spring
- *An increase in water usage usually doesn't correlate to an increase in water expenses.
- Sewer Department
 - *Sewer is typically a constant department with a minimal amount of weather driven impacts. The budget is reflected accordingly.
 - *Main contributor for a decrease in revenue for FY25 compared to FY24 is a decrease in the contaminant surcharges.

(c) Production

(d) Operations

i. Water Conservation

Brandan discusses the Hastings Utilities Water Conservation Plan and Peak Shaving. There are 23 Natural Resource Districts in Nebraska. Each autonomously governed by their own boards. Purposed towards the conservation, protection, and management of the state's natural resources. The city of Hastings is impacted by the management of two natural resource districts.

Groundwater levels in LBNRD (Little Blue Natural Resources District) Unit 1 have dropped an average of 4'9" in the last 4 years (3'4" in Unit 2). LBNRD acts to install conservation mandates for activities in Unit 1 commencing May 2025. 5-year allocation of irrigation for agriculture (65" total). 5-year allocation for non-ag businesses (not to exceed 3-year average). Municipalities to develop, submit, and act on conservation plans by May 2026.

City staff visited LBNRD staff on July 15, 2024, to discuss conservation plan considerations. Wide range of options, short-term deadline. Conservation plan to show meaningful progress without abruptly affecting revenue. Looking at a two-phase approach, both phases focusing on residential yard irrigation efficiency and recreational use.

Phase 1: Smart Yard Irrigation Incentive via Aqualytics

- Anticipating a 7-year program, expandable with good participation/results.
- Year 1 pilot: Offered to employees of the city that are water customers to work out initial issues. * Incentives is one Rachio brand smart sprinkler controller per participant (limit 30 total devices). * Participant signs up for 5 years, HU can move time of day watering (limit 2 per week) and gathers watering data via app.
- Years 2 and 3 open to all residential water customers with the goal of 90 devices in the program (expandable).

Why? Conservation — Smart yard irrigation controllers can save customers 15%-40% on their outdoor water usage. This saves the customer money and helps to conserve water resources. Contamination — Excess yard irrigation drives nitrogen fertilizer past the root line. More efficient yard irrigation means less nitrate contamination in the groundwater. Peak Shaving — Participants enable Hastings Water Department to move water load off of forecast peaking events, potentially delaying or possibly eliminating costly system expansion.

- Current system capacity is at about 1,000,000 gallons per hour. - Moving 90 sprinkler controllers off-peak could shave about 55,000 gallons per hour (about one well).

- Capital costs for a new well roughly \$700,000, annualized O&M about \$37,000 per well/year. - Year 1 smart controller pilot about \$12,000. 7-year program averages about \$10,500 per year. - Phase 1 allows us to hit the conservation plan due date of May 2026 and by year 3 conserve 1.1 to 3.1 millions gallons of water per year.

Phase 2: Tiered Water Rates for Residential Customers.

- Current residential water rates are flat and not adjusted with usage. Tiered rates increase in blocks as usage increases.

- Initial tier is designed to include essential use volumes. In Nebraska's communities of size, that volume varies from 5-9 CCF per month (748 gallons per CCF).

- Customers that use above first tier threshold move to 2nd tier with higher rates (non-essential/recreational use).

- Fremont, Grand Island, and Lincoln utilize tiered residential rates. Kearney, Columbus, and North Platte do not. Omaha utilizes seasonal rates (low Nov. to May, high June to Oct.)

Why? Conservation - Tiered water rates have historically resulted in an average 2.5% decrease in residential water use. For Hastings, that would be conserving about 22.3 million gallons per year based on 3-year average residential consumption.

Contamination — Excess yard irrigation drives nitrogen fertilizer past the root line. More efficient yard irrigation means less nitrate contamination in the groundwater.

Culture - Clean, reliable drinking water is not cheap and its not infinite. Moving to tiered rates makes a clear statement that the city of Hastings prioritizes responsible use.

Hastings Utilities Water Conservation Plan and Peak Shaving

- Cost of service study budgeted this year. Bid winner will investigate tiered rates.

- Will continue to investigate revenue impacts. Contacted communities reported little/no impact.

- If recommended and approved, tiered residential rates will not go into effect until Oct. 2026. Phase 1 will meet plan deadline; phase 2 will not but will be more significant.

- Pilot program for smart sprinkler incentive to start immediately.

(e) Administration

i. Utility Update

Karl updates everyone on the Utility Billing. He also talks about the Share the Warmth program.

Share the warmth is designed in coordination with The Salvation Army, Catholic Social Services, and Community Action Partnership of Mid-Nebraska.

- Tailored to assist Hastings Utility customers who may be unable to afford their utility bills during the colder months. -December 1st to April 30th. -Individuals 60 years of age or older, individuals with disabilities, and anyone experiencing unusual needs.

- Hastings Utilities assists in the collection of funds through 1-time donations or reoccurring deductions on monthly utility bills

- 100% of funds collected are directed to Salvation Army as the fiduciary

- Donated funds are used exclusively to assist those in need with their Hastings Utilities invoice

- Salvation Army coordinates the dispersal of funds with partner agencies

- Salvation Army and partner agencies have established the criteria for approval and are responsible to disperse all funds

*** Ways to Contribute

- One time Contribution — Reoccurring Charge on Bill

(f) Other

4. Possible Closed Session (if necessary or requested).

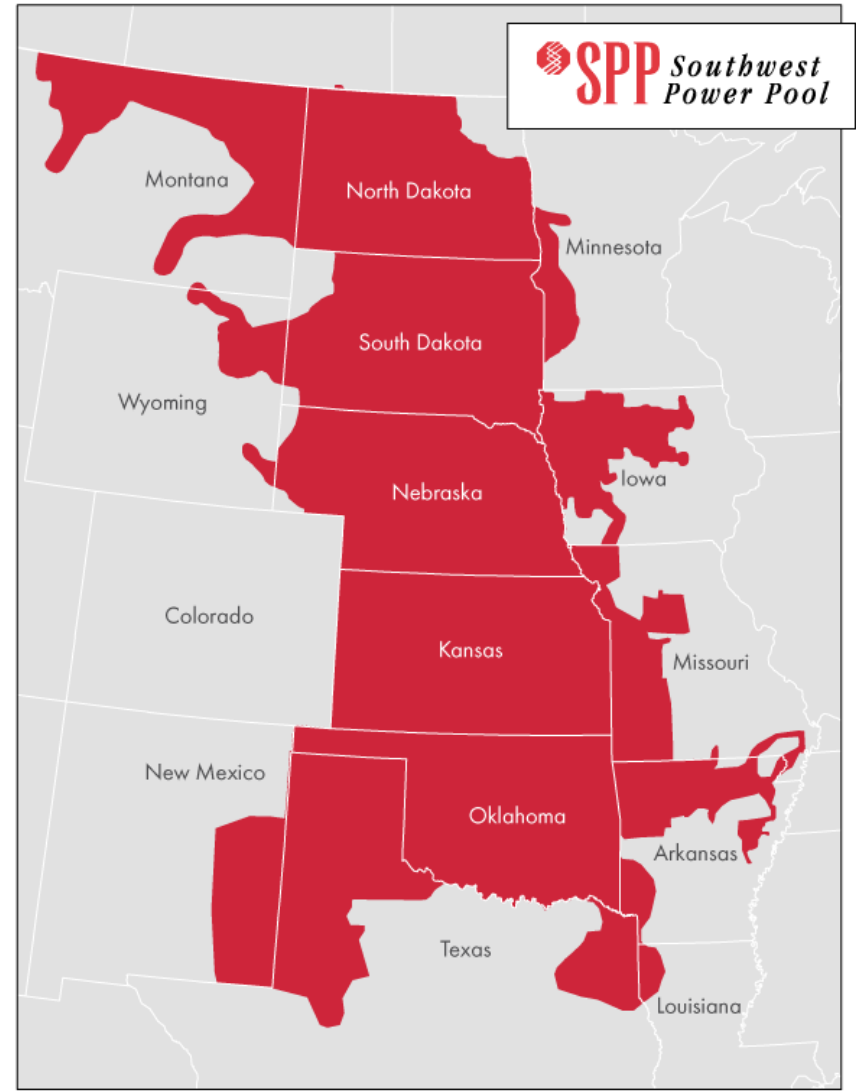
ADJOURN:

Motioned to adjourn by Dewalt, seconded by Kvols. Roll Call: Ayes: Hitesman, Dewalt, Kvols, Rutt. Nays: None. Absent: Meeske. Adjourned at 9:51 am.

APPROVED:

Board Secretary

Southwest Power Pool



What is the Southwest Power Pool?

SPP is a regional transmission organization (RTO): a nonprofit corporation mandated by the Federal Energy Regulatory Commission to ensure reliable supplies of power, adequate transmission infrastructure and competitive wholesale electricity prices on behalf of its members.

SPP dispatches power for the entire region out of their headquarters in Little Rock, Arkansas.

SPP Generation Mix

Figure 2-20 Generation by technology type, real-time, annual

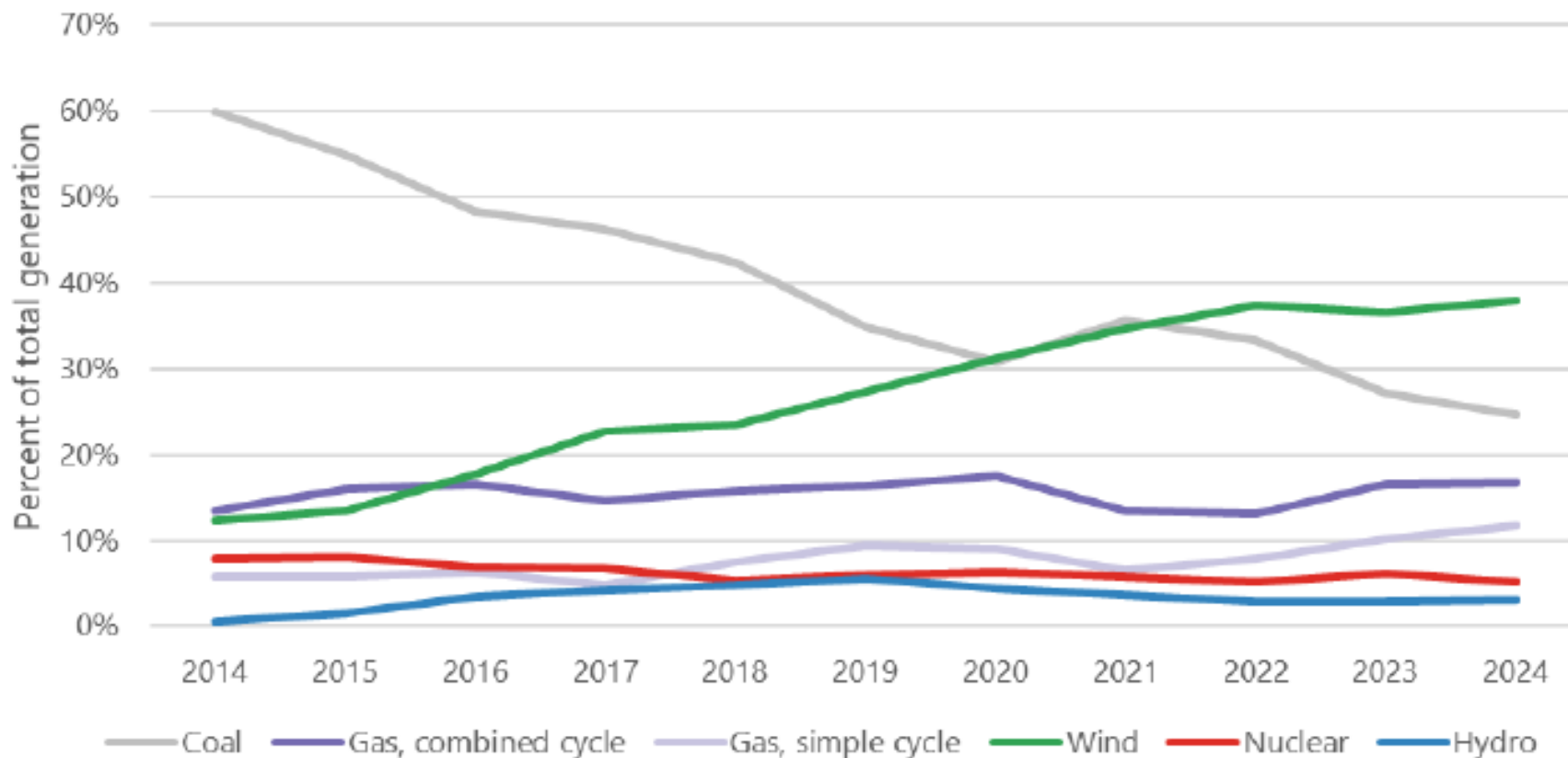
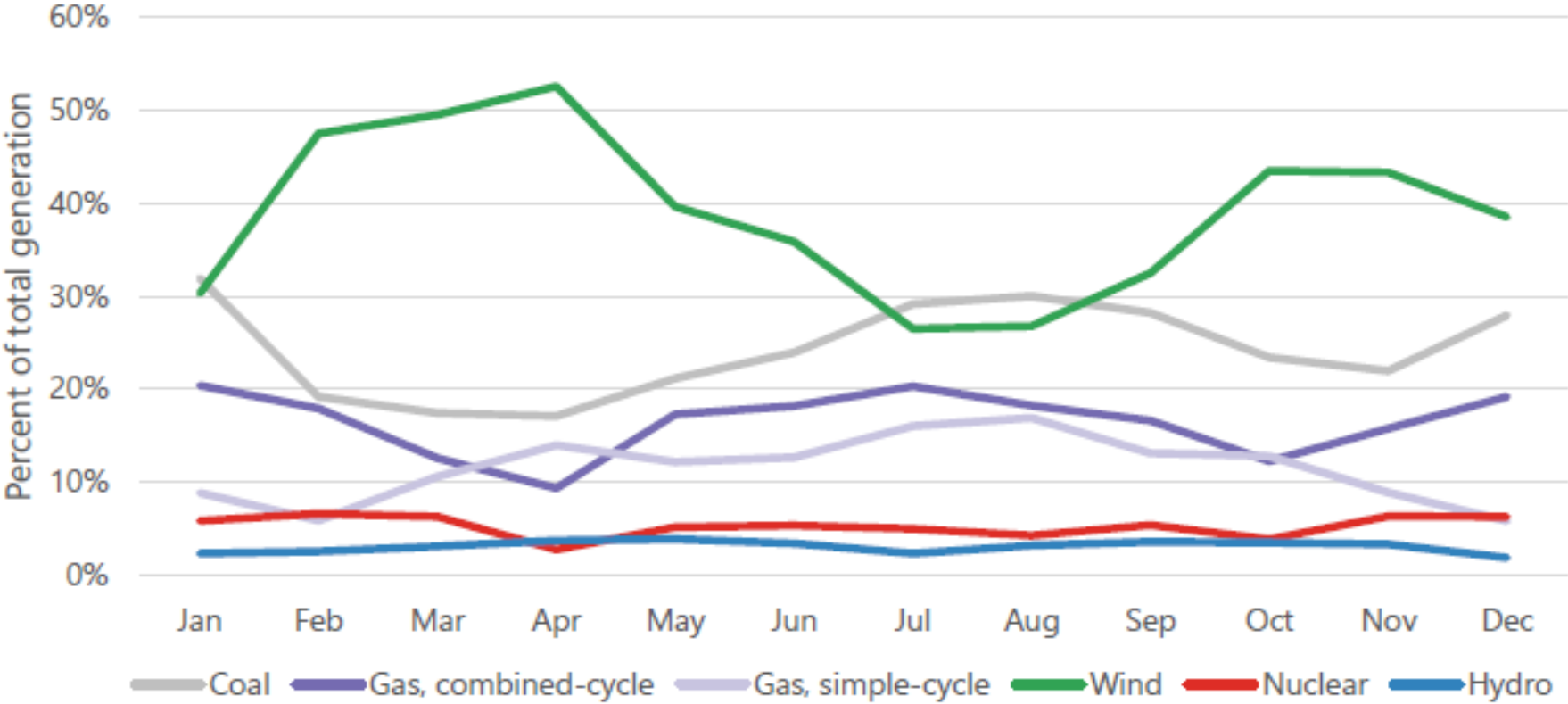
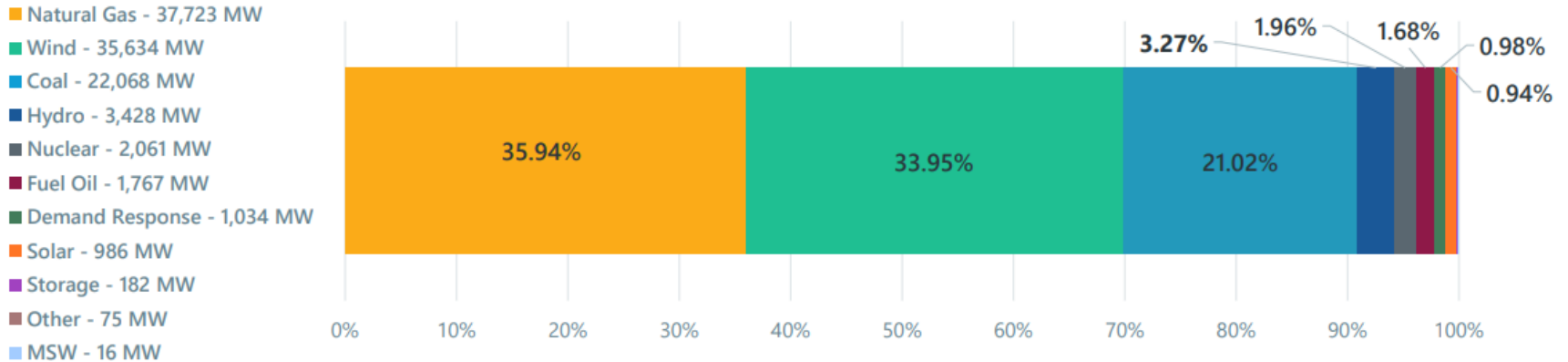


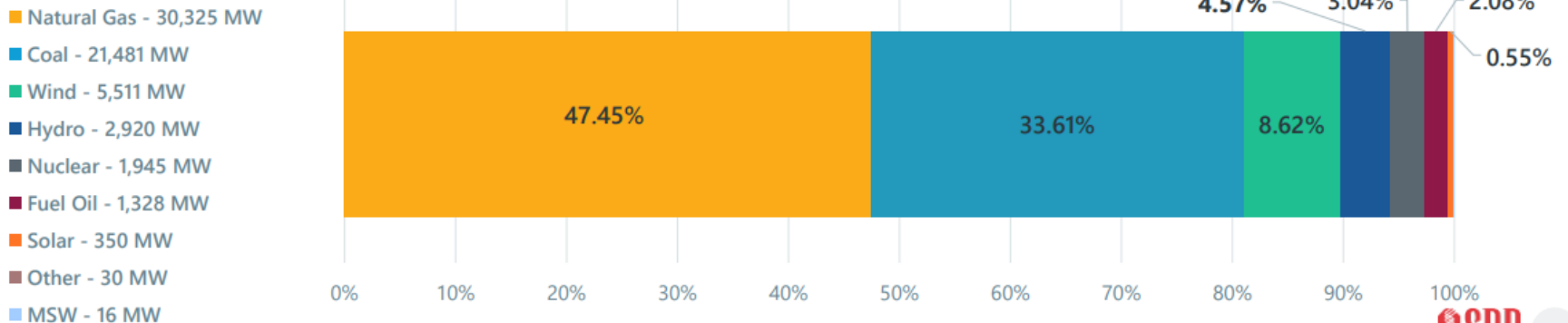
Figure 2-21 Generation by technology type, real-time, monthly



NAMEPLATE GENERATING CAPACITY – 104,972 MW *(As of May 2025)*



ACCREDITED GENERATING CAPACITY – 63,908 MW *(As of Summer 2024)*



SPP Internal Only

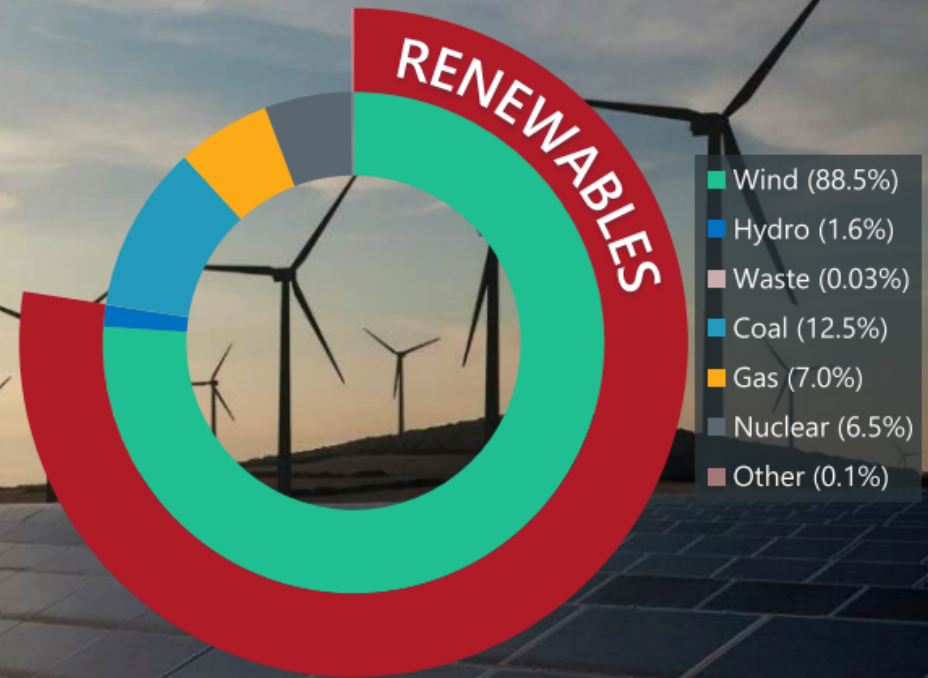




SPP Renewables Impact

RENEWABLE PENETRATION

- Renewable penetration record: **90.2%** of load
 - 2:42 a.m. on 3/29/22
 - **22,351 MW** of 24,787 MW of load served by renewables
 - **90.2%** of total generation at that time was renewables

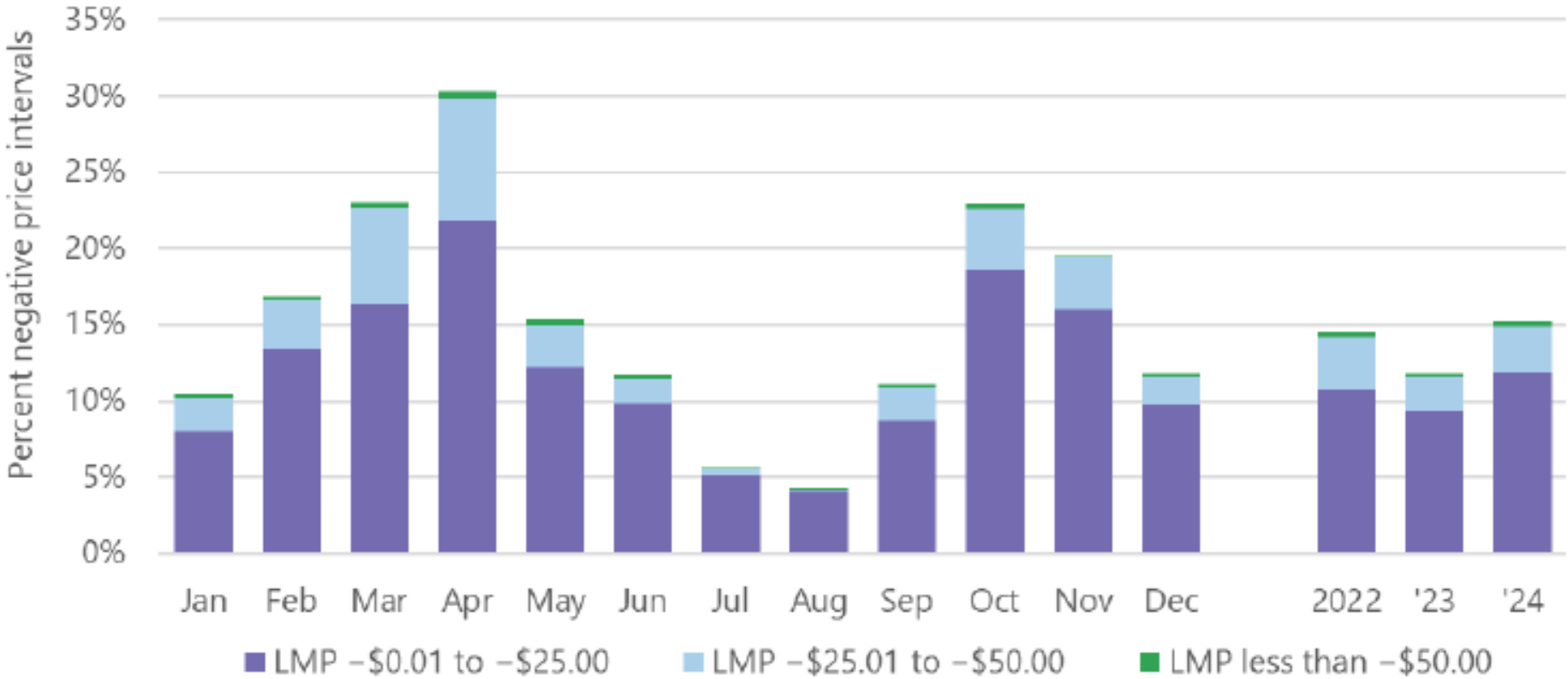


Penetration of Load by Fuel Type

WIND IN SPP'S SYSTEM

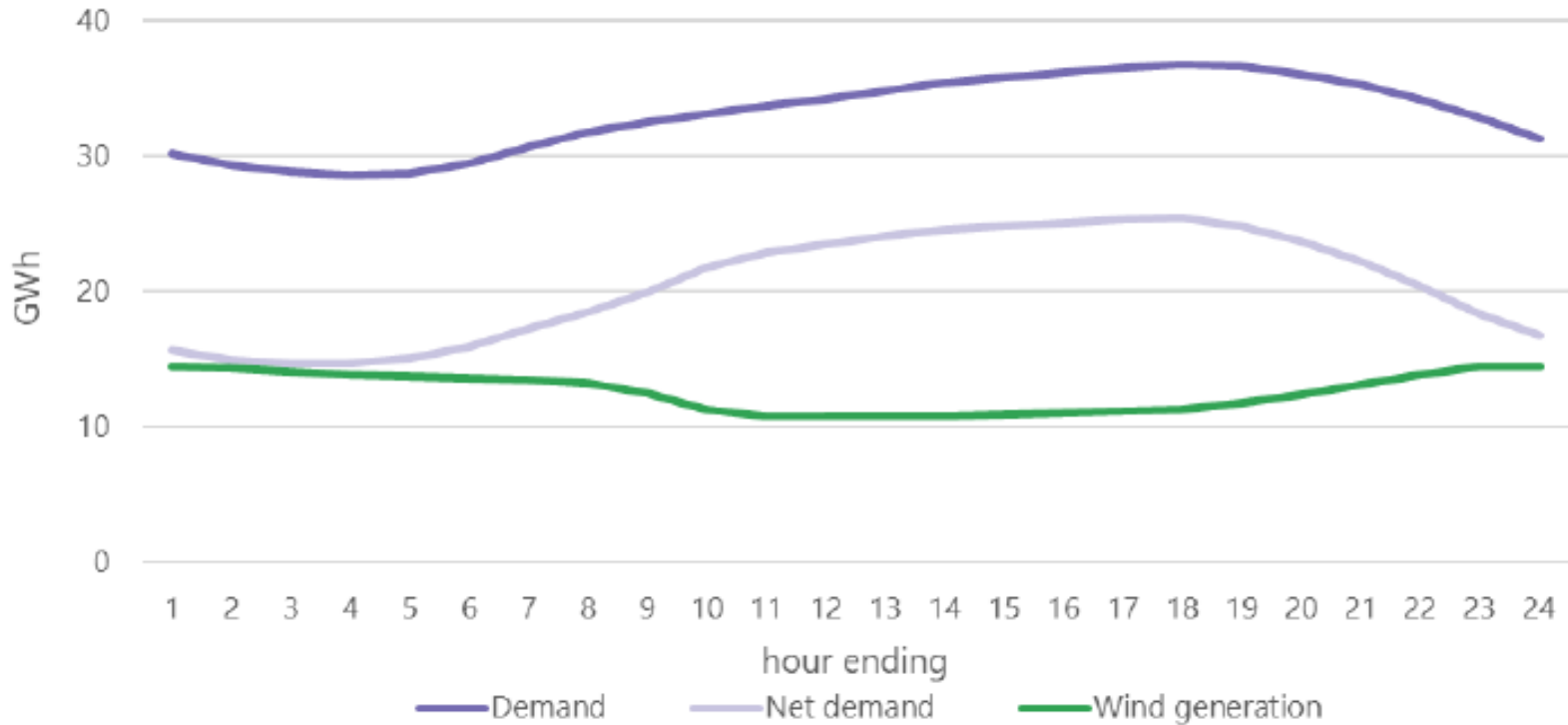
- **34,808 MW** Wind installed as of January 2025
 - 15,460 turbines at 253 wind resources in the eastern interconnection (most are 80m hub height)
- **23,838 MW** Maximum wind output (3/16/23)
- **181.8 MW** Minimum wind output (last 12 mos.): (7/23/24 @ 11:09 a.m.)
- **88.5%** All-time maximum wind penetration (3/29/22)
- **39.5%** Average wind penetration (2024)

Figure 4-16 Negative price intervals, real-time, monthly



The frequency of negative price intervals in the real-time market was 15.2% of all intervals in 2024, up from 11.8% in 2023.

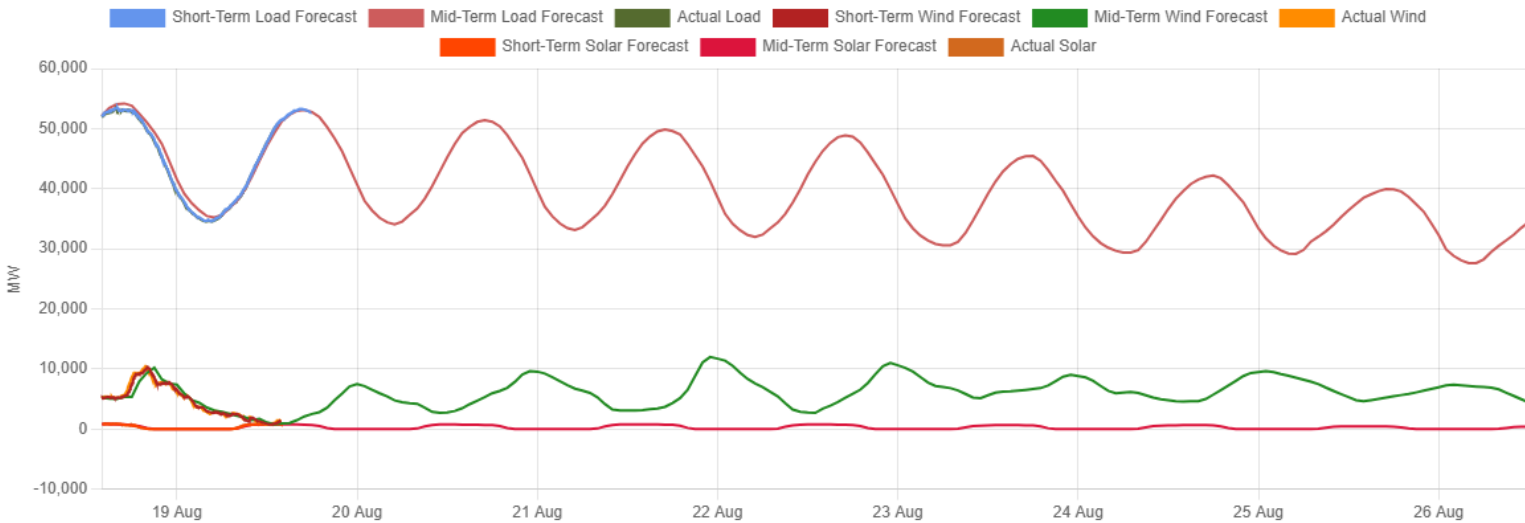
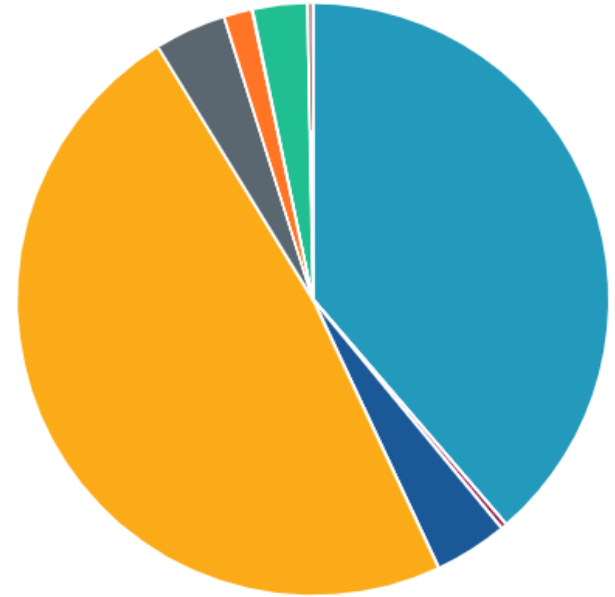
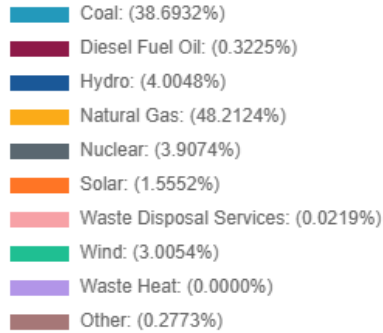
Figure 2-32 Average demand, net demand, and wind generation by hour of day



Wind generation typically produces more energy when demand is lowest and less when demand is highest. Wind generation is at the highest levels in the overnight hours while demand is low.

Pie chart view of current generation mix percentage by fuel type.

Generation Mix from August 18th, 2025



SPP Current and Future Challenges

Figure 2-14 Capacity by age of resource

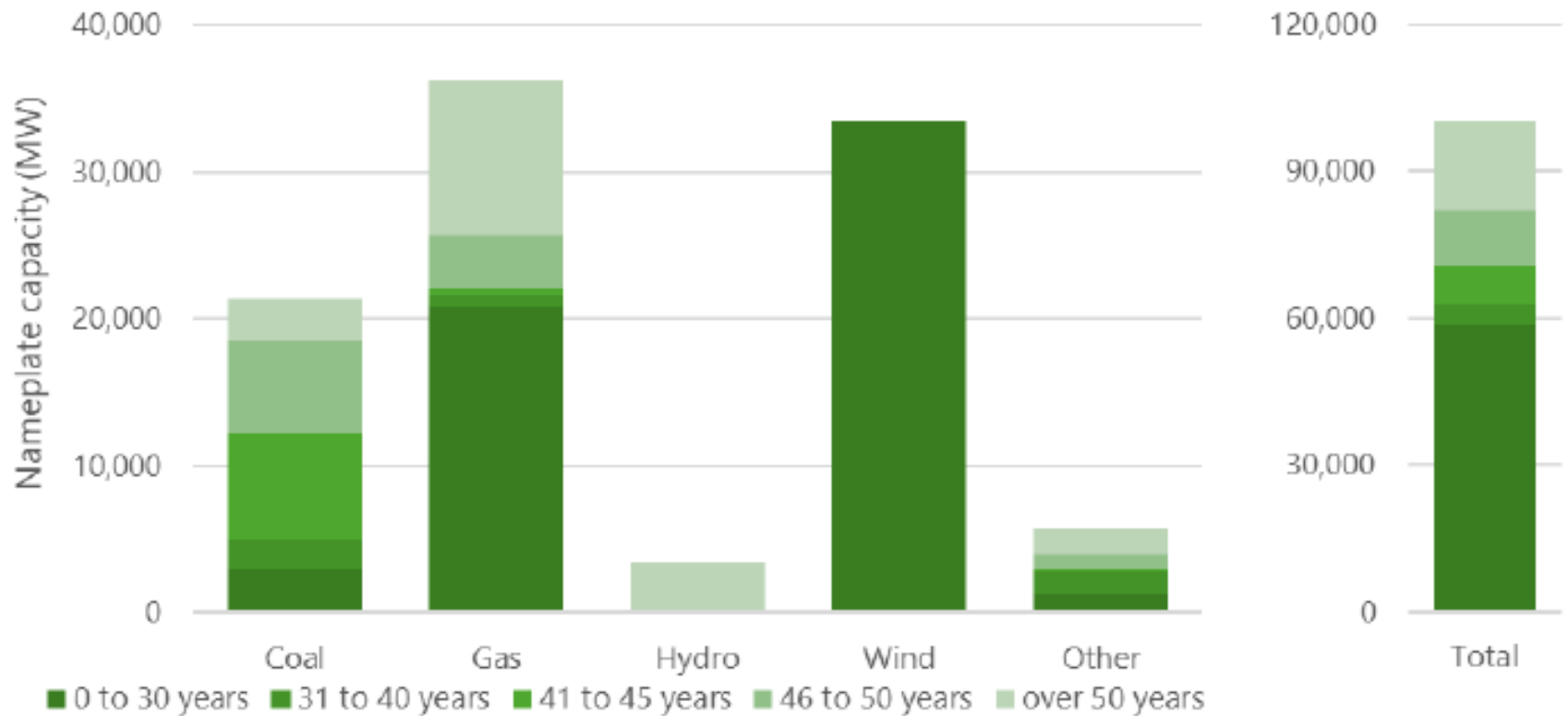
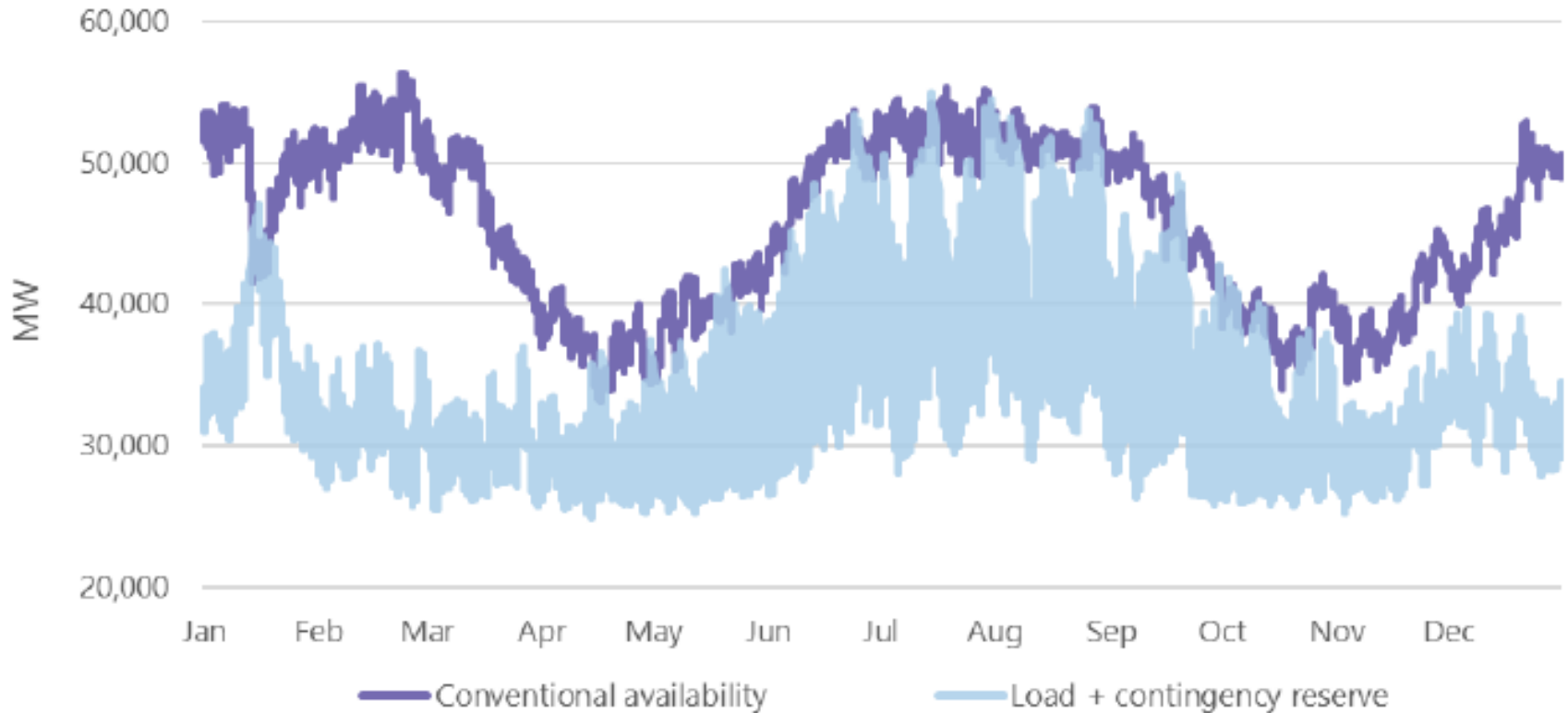
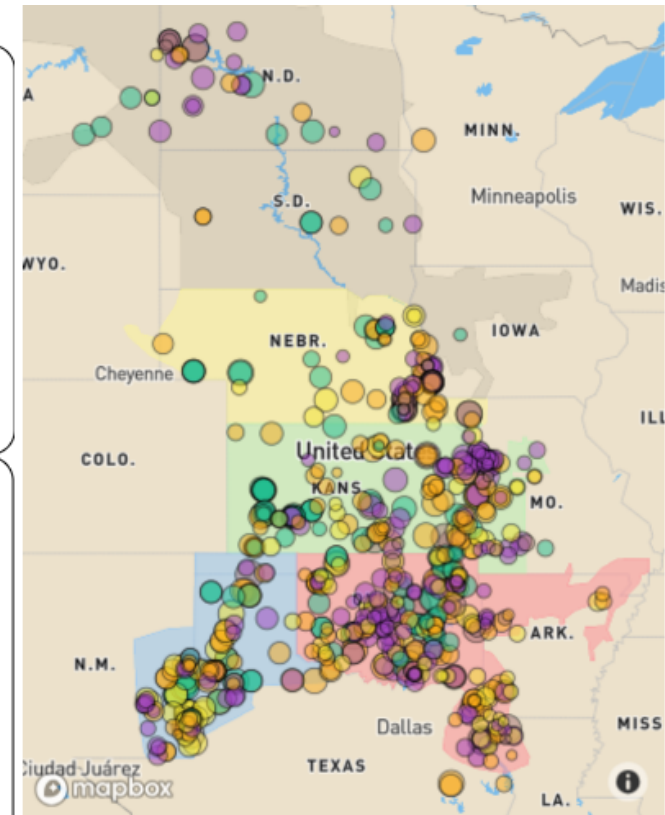
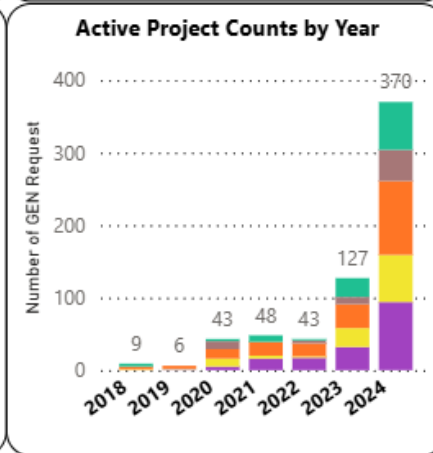
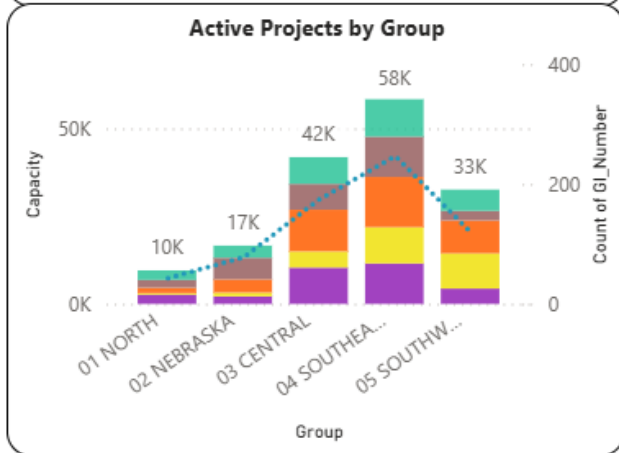
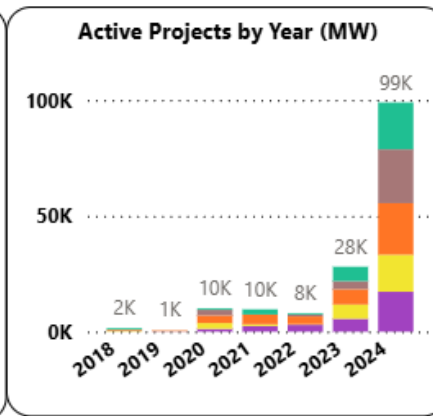
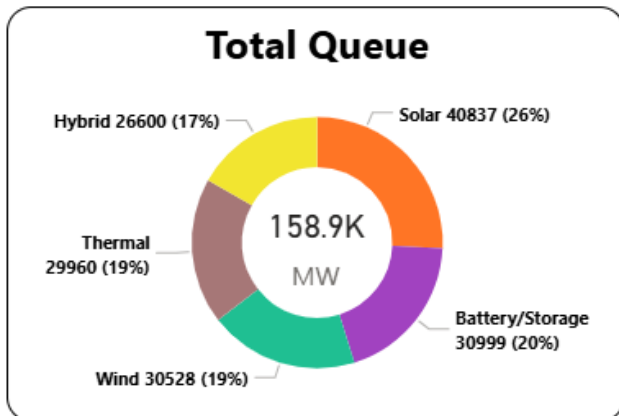


Figure 3-13 Conventional capacity available versus load, 2024



SPP Generation Interconnection Queue

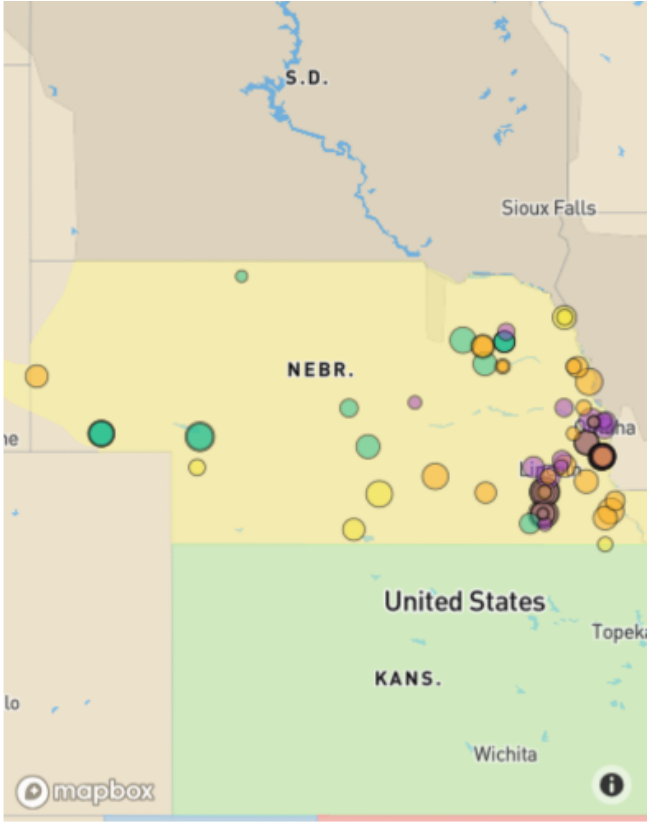
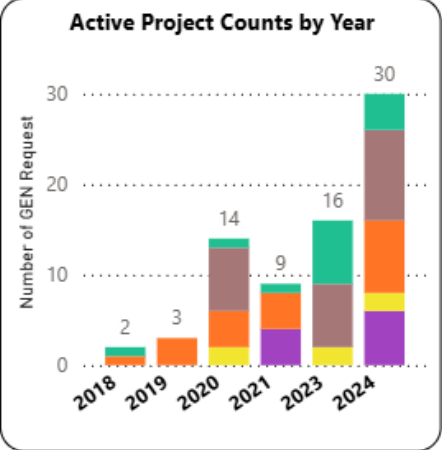
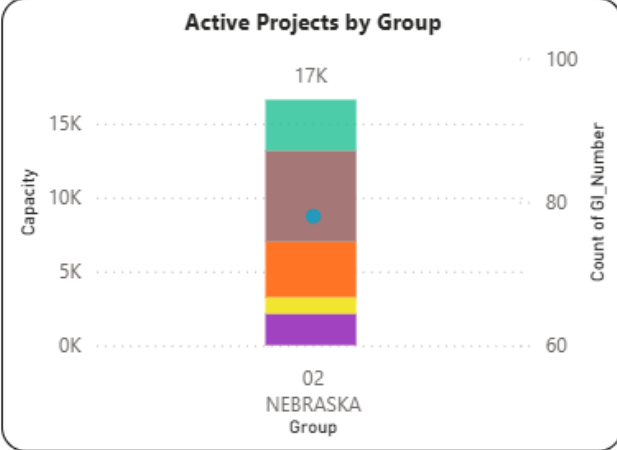
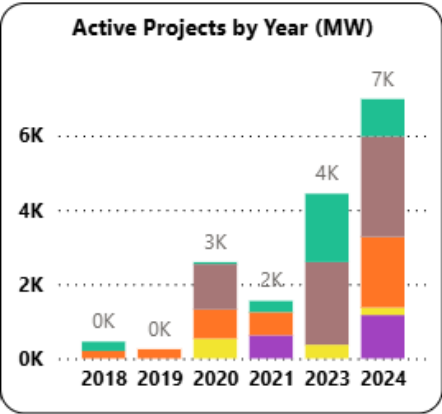
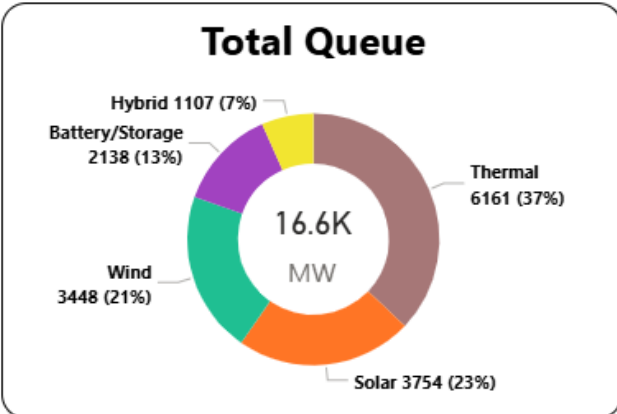
Generation Type ● Battery/Storage ● Hybrid ● Solar ● Thermal ● Wind



Disclaimer: The data provided is for information purposes only. Questions? See [SPP GI Management System](#). Click [HERE](#) for SPP GI Web Site. Click [HERE](#) for GI Queue data.

Nebraska Generation Queue

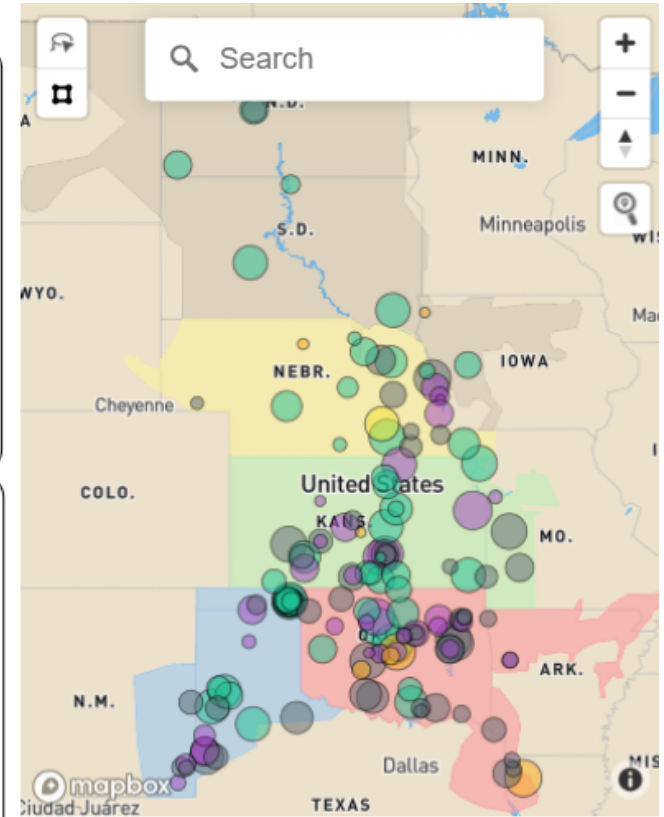
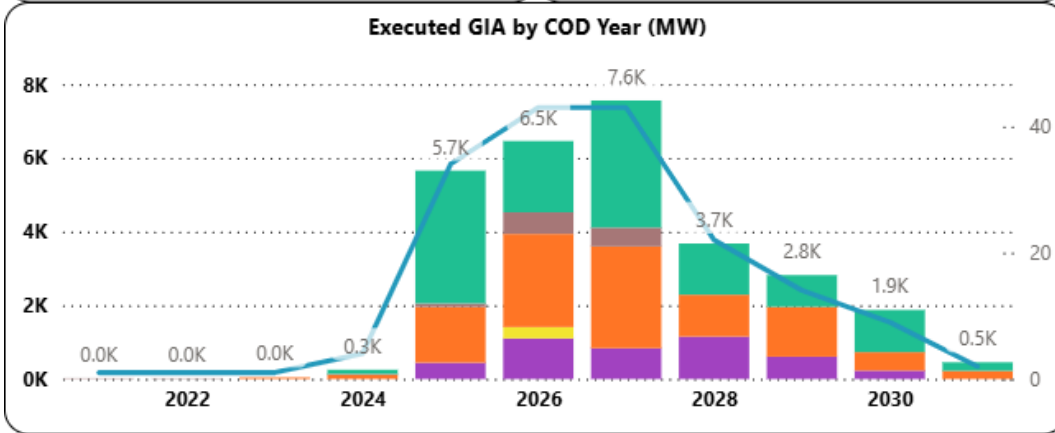
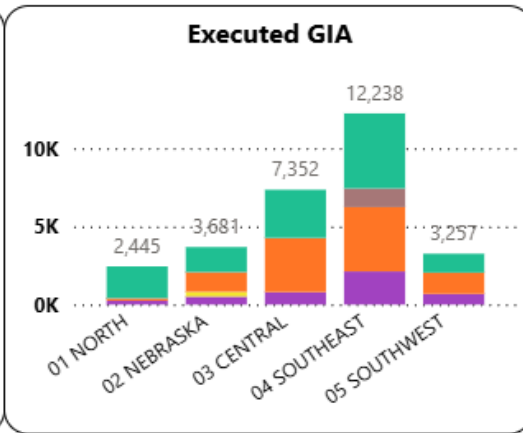
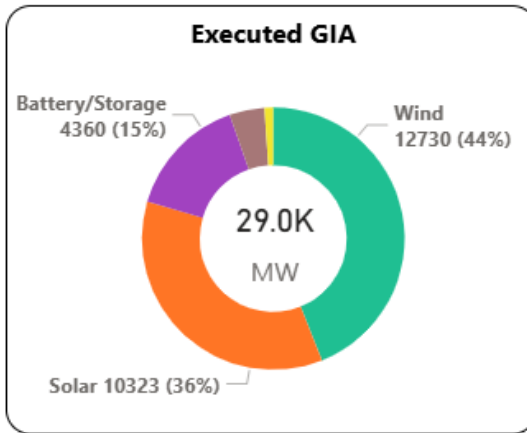
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SPP Executed GIA's

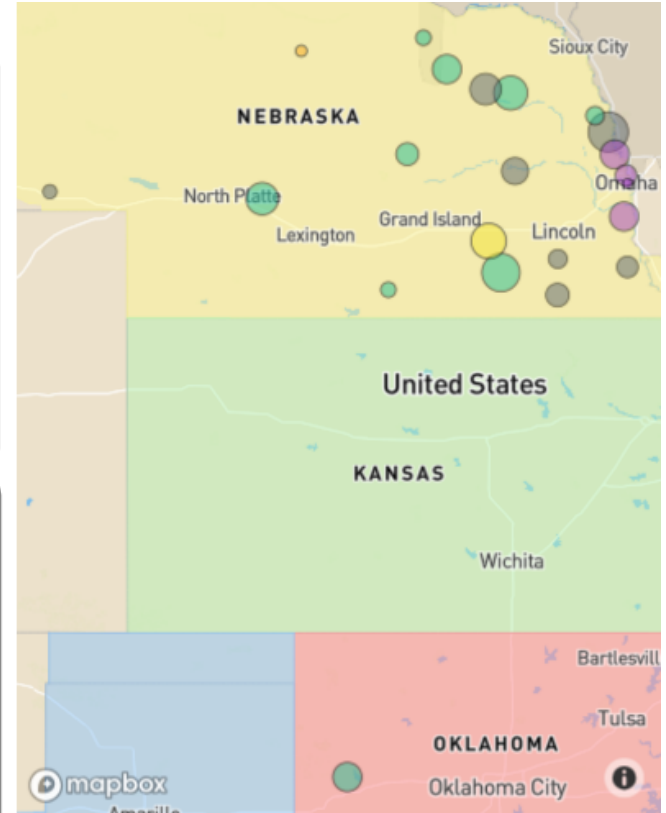
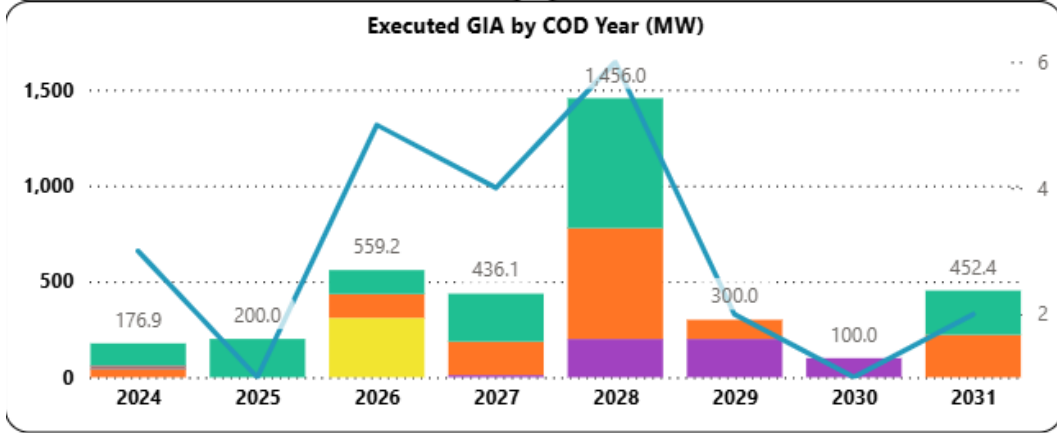
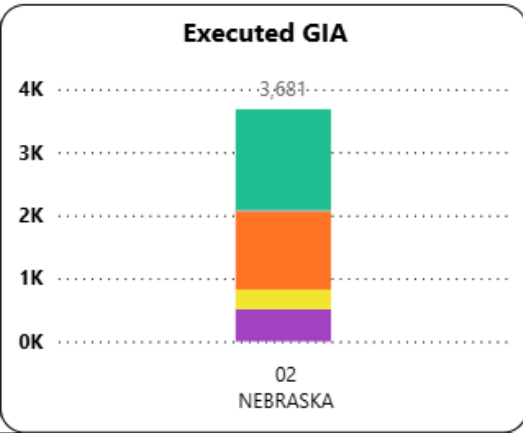
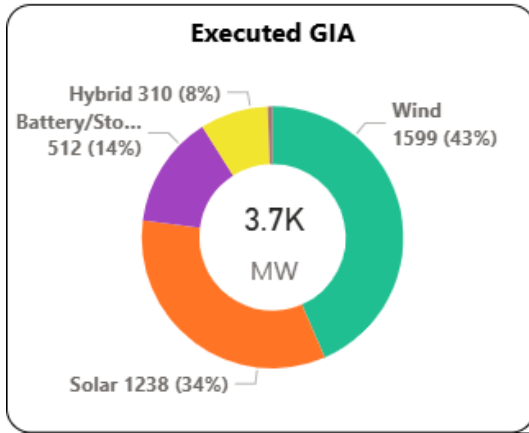
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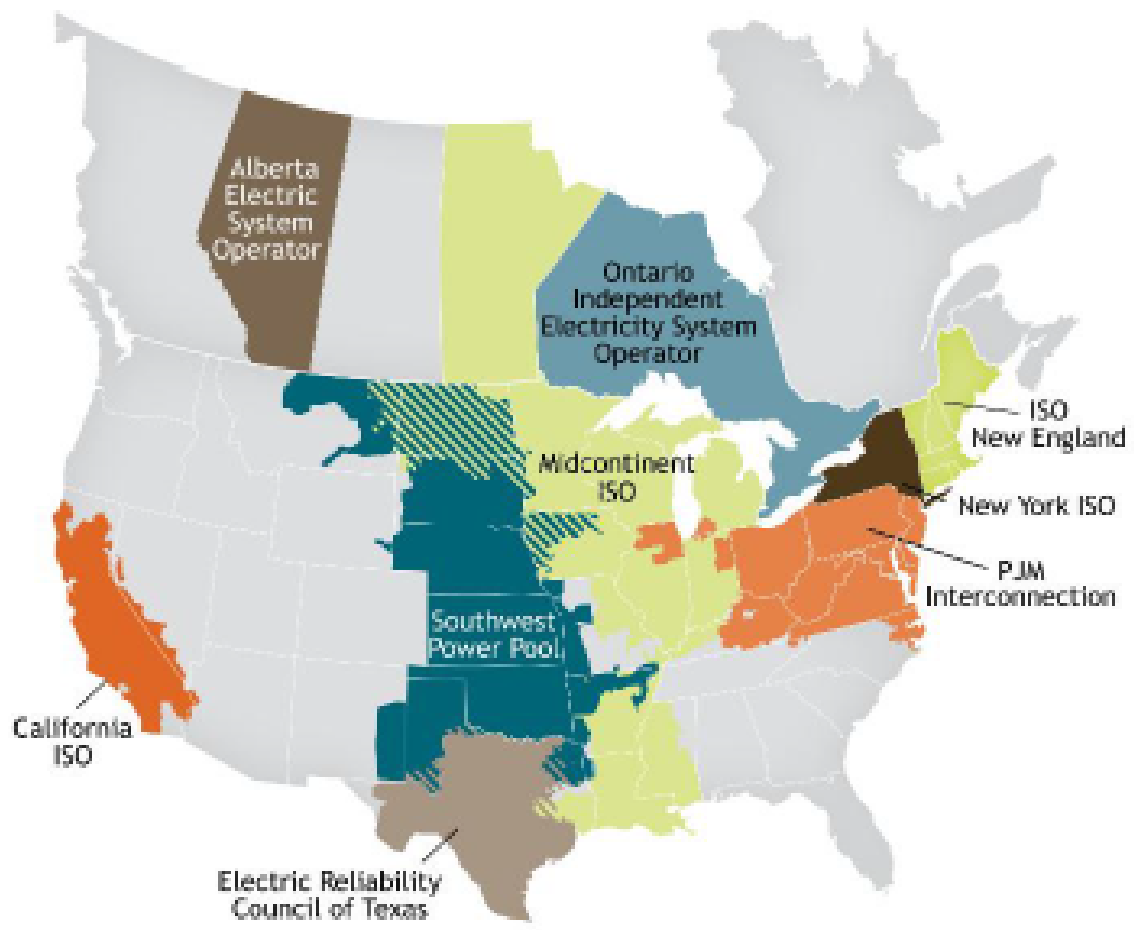
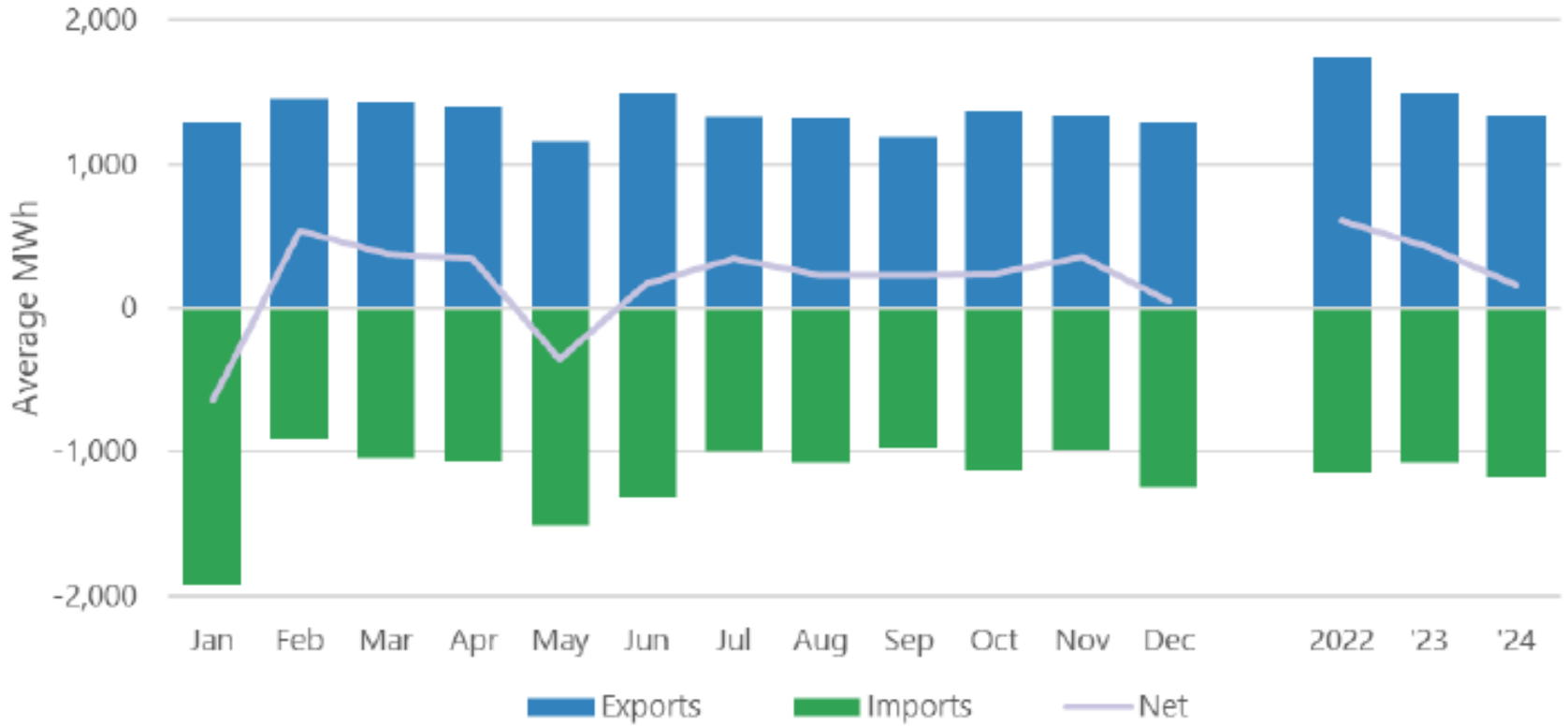


Figure 2-35 Exports and imports, SPP system



Southwest Power Pool (SPP) Market Changes for Reliability

SPP is implementing new policies to help increase the reliability of the region. These policies underscore the need for our generation units to be as reliable as possible in the summer and the winter.

- Seasonal Capacity Accreditation
- Performance Based Accreditation (PBA) and Fuel Assurance

Hastings' Strategic Options

Option:	Summary:	Benefits:	Considerations:
A: Do Nothing	Continue to operate plants for as long as possible.	Low immediate cost.	O&M and Capital investments, long-term outage risk, regulatory risk, rate impacts.
B: Convert WEC1 to Natural Gas	≈\$38M retrofit	Extend the life of an existing asset.	Significant investment on an older asset for a short-term solution.
C: Build New Generation	Peaking or combined-cycle, fuel flexible plants.	High efficiency, long-term solution.	High capital investment (\$1-2M per MW), long lead time.
D: Other Options	Solar, Battery Storage, Small Modular Reactors (SMR), Purchase Power Agreements.	Long-term solutions, building for future clean energy policies.	Capital investment, viability of technology, rate impacts.

- Initiate feasibility studies for a WEC1 conversion and new generation.
- Evaluate long-term cost, regulatory changes, and customer rate impacts.

Sources:

State of the Market 2024 (May 2025) Southwest Power Pool Market Monitoring

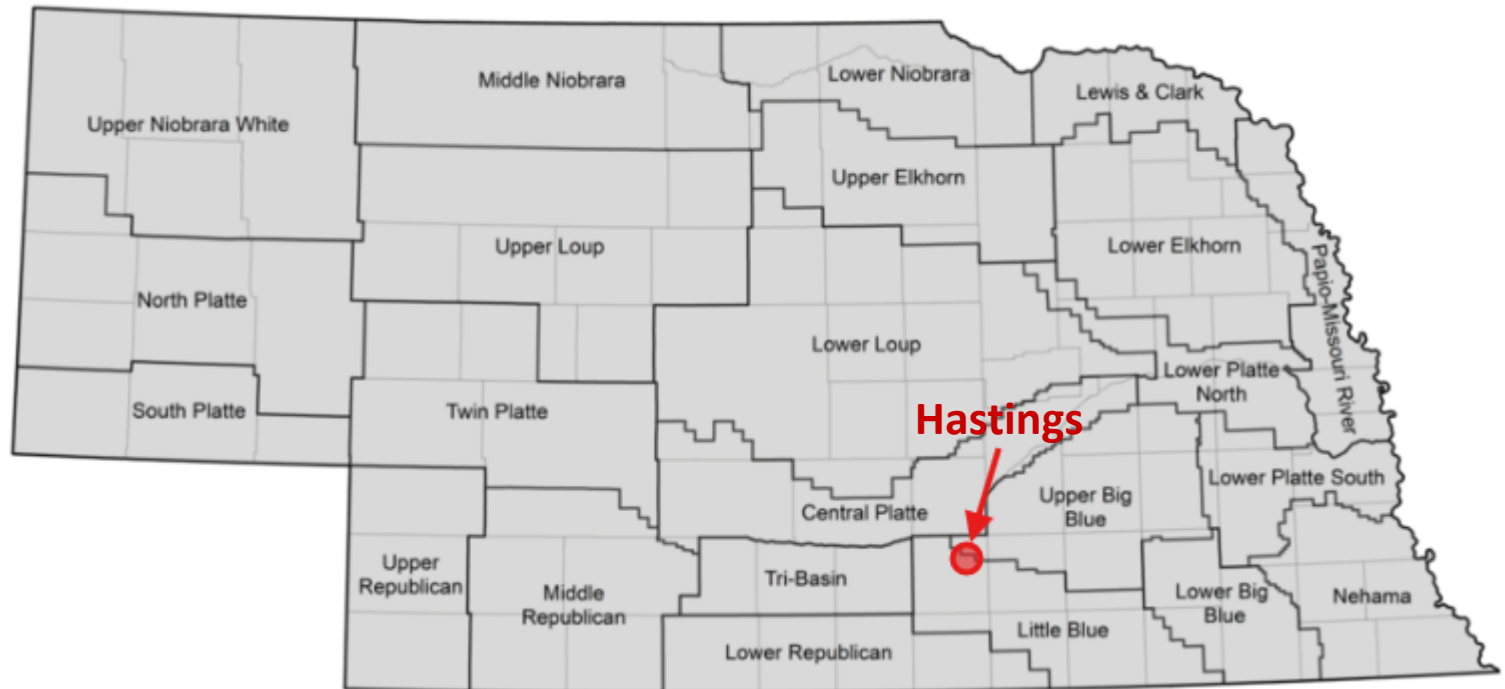
Our Generational Challenge: (2024) Southwest Power Pool

SPP Generation Interconnection Queue Dashboard (August 2025) [spp.org/engineering/generator-interconnection/](https://www.spp.org/engineering/generator-interconnection/)



Utility Board Meeting
November 2025

Hastings Utilities Water Conservation Plan and Peak Shaving



- 23 Natural Resource Districts in Nebraska. Each autonomously governed by their own boards. Purposed towards the conservation, protection, and management of the state's natural resources.
- The city of Hastings is impacted by the management of two natural resource districts.

Hastings Utilities Water Conservation Plan and Peak Shaving

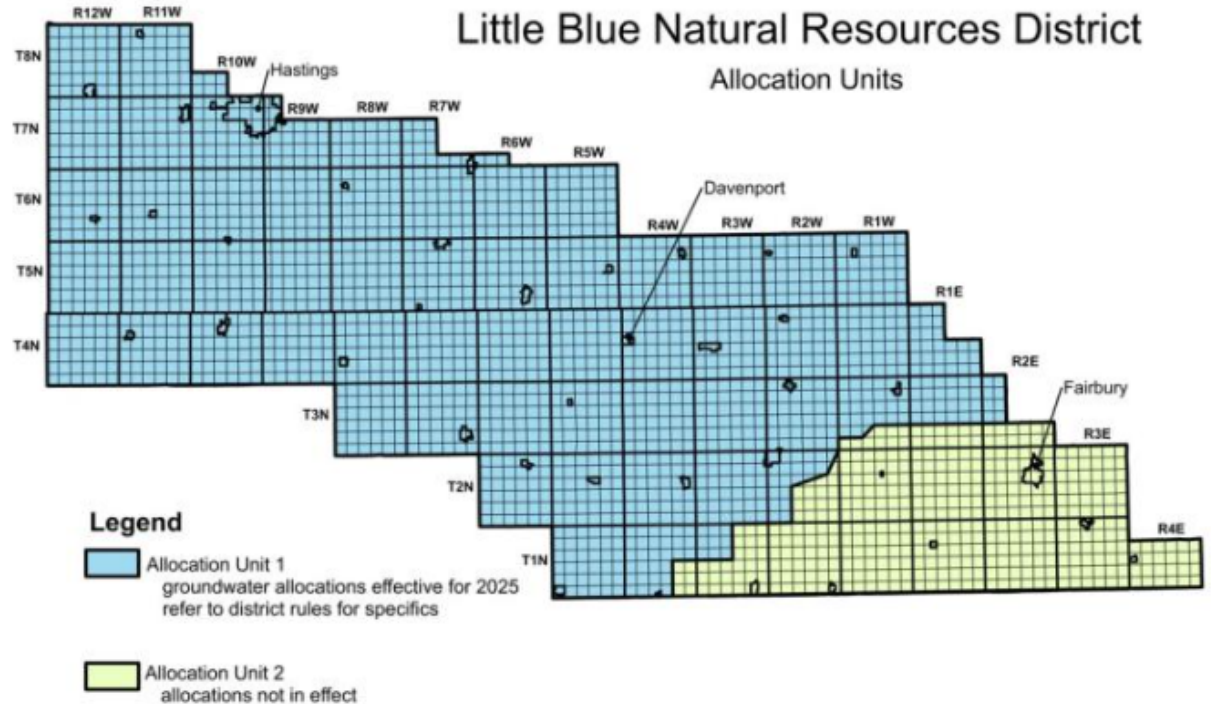
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- LBNRD act to install conservation mandates for activities in Unit 1 commencing May 2025.

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- *5 yr allocation for non-ag businesses (not to exceed 3 yr average).*

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Hastings Utilities Water Conservation Plan and Peak Shaving

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Hastings Utilities Water Conservation Plan and Peak Shaving

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Why?

Conservation

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Contamination

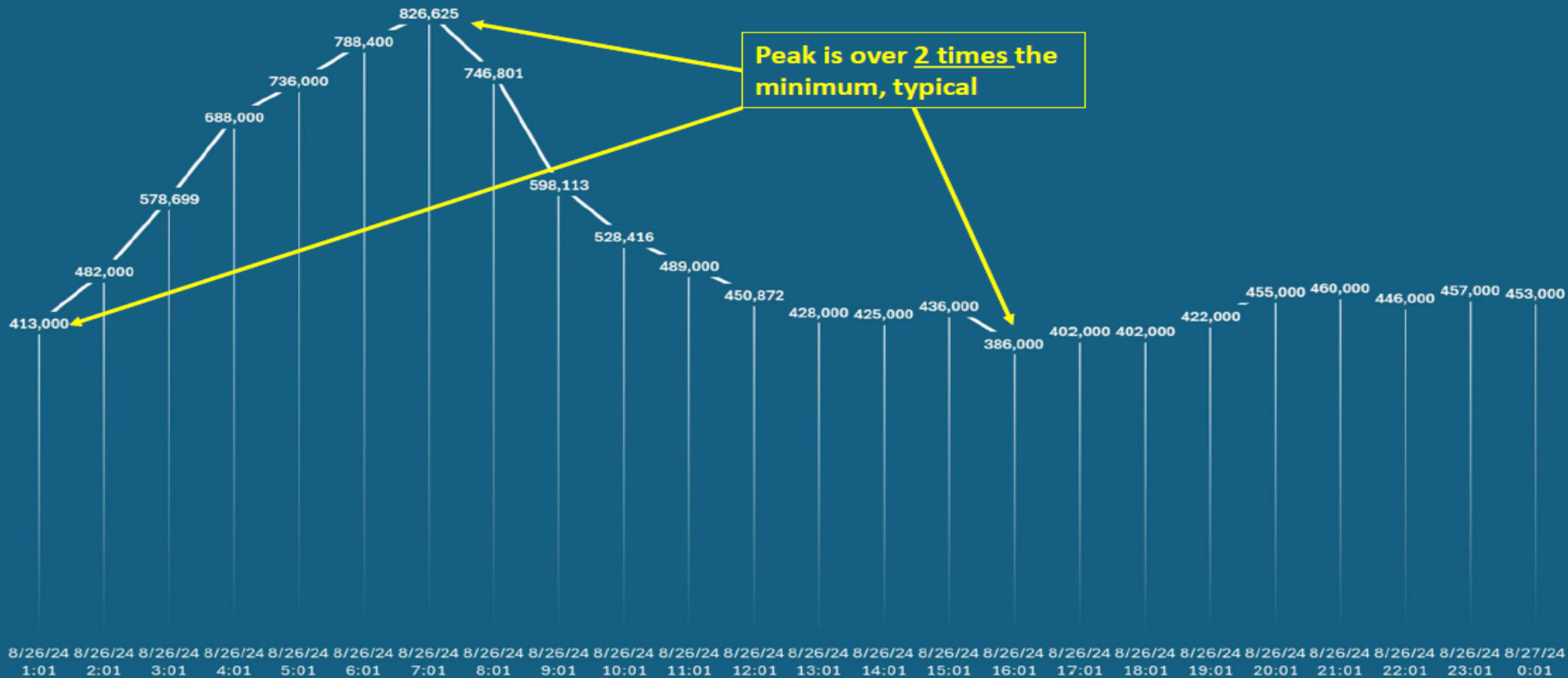
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Peak Shaving

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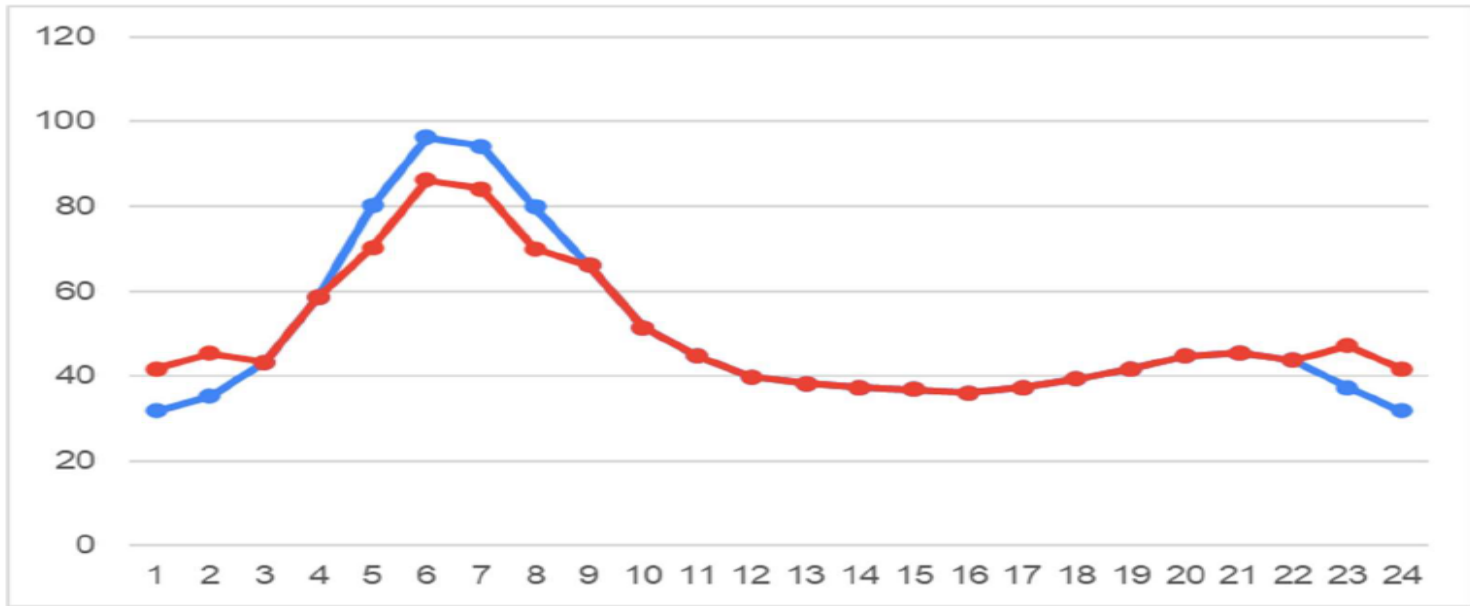
Hastings Utilities Water Conservation Plan and Peak Shaving

GALLONS/HOUR



- Current system capacity is at about 1,000,000 gallons per hour.
- Moving 90 sprinkler controllers off-peak could shave about 55,000 gallons per hour (about one well).

Example Large Utility – Shifting Peak within the Day



- Capital cost for a new well roughly \$700,000, annualized O&M about \$37,000 per well /year.
- Year 1 Smart Controller Pilot about \$12,000. 7-year program averages about \$10,500 per year.
- Phase 1 allows us to hit the conservation plan due date of May 2026 and by year 3 conserve 1.1 to 3.1 millions gallons of water per year.

Hastings Utilities Water Conservation Plan and Peak Shaving

Phase 2: Tiered Water Rates for Residential Customers

- Current residential water rates are flat and not adjusted with usage. Tiered rates increase in blocks as usage increases.
- Initial tier is designed to include essential use volumes. In Nebraska's communities of size, that volume varies from 5-9 CCF per month (748 gallons per CCF).
- Customers that use above first tier threshold move to 2nd tier with higher rates (non-essential / recreational use).
- Fremont, Grand Island, and Lincoln utilize tiered residential rates. Kearney, Columbus, and North Platte do not. Omaha utilizes seasonal rates (low Nov. to May, high June to Oct.)

Why?

Conservation

- Tiered water rates have historically resulted in an average 2.5% decrease in residential water use. For Hastings, that would be conserving about 22.3 million gallons per year based on 3-year average residential consumption.

Contamination

- Excess yard irrigation drives nitrogen fertilizer past the root line. More efficient yard irrigation means less nitrate contamination in the groundwater.

Culture

- Clean, reliable drinking water is not cheap and its not infinite. Moving to tiered rates makes a clear statement that the city of Hastings prioritizes responsible use.

Hastings Utilities Water Conservation Plan and Peak Shaving

- Cost of service study budgeted this year. Bid winner will investigate tiered rates.
- Will continue to investigate revenue impacts. Contacted communities reported little / no impact.
- If recommended and approved, tiered residential rates will not go into effect until Oct. 2026. Phase 1 will meet plan deadline; phase 2 will not but will be more significant.
- Pilot program for smart sprinkler incentive to start immediately.



HASTINGS UTILITIES



HASTINGS UTILITIES

Utility Board Meeting
December 2025



Financial and Operating Report

Fiscal Year 2025 Oct 24-Sept25
December 2025

Electric Department

	FY2024 Q4	FY2025 Q4	FY2025 Budget	Percent of Budget
Operating Revenue	\$52,478,980	\$60,177,632	\$59,902,397	100%
Operating Expenses	\$53,322,968	\$55,398,999	\$57,701,133	96%
Net change before Other Inc/Exp	(\$4,951,943)	\$477,930	(\$2,537,736)	
Net Change in Financial Position	(\$1,135,218)	\$5,245,968	\$3,205,309	

- Additional revenue through increased usage, rate increase, and increased SPP sales (generation) in FY25 compared to FY24

Gas Department

	FY2024 Q4	FY2025 Q4	FY2025 Budget	Percent of Budget
Operating Revenue	\$10,107,324	\$10,422,217	\$10,279,600	101%
Operating Expenses	\$9,460,892	\$9,916,588	\$10,894,241	91%
Net change before Other Inc/Exp	\$543,127	\$342,820	(\$754,641)	
Net Change in Financial Position	\$1,298,155	\$1,877,417	(\$503,475)	

- Reduction in expenses due to retirements and time charged to the highway project
- Rate increase in effect for FY25

Water Department

	FY2024 Q4	FY2025 Q4	FY2025 Budget	Percent of Budget
Operating Revenue	\$7,498,733	\$8,290,766	\$8,611,630	96%
Operating Expenses	\$5,581,342	\$5,214,085	\$5,485,525	95%
Net change before Other Inc/Exp	\$1,131,594	\$2,167,108	\$2,202,105	
Net Change in Financial Position	\$1,929,021	\$2,976,176	\$2,742,753	

- Revenue strongly tied to precipitation so it can vary; Rate increase in effect for FY25
- A decrease in the operating expenses was minimal issues with operating wells
 - One well repair can be almost \$100k

Sewer Department

	FY2024 Q4	FY2025 Q4	FY2025 Budget	Percent of Budget
Operating Revenue	\$7,774,201	\$6,708,015	\$7,363,747	91%
Operating Expenses	\$4,690,385	\$4,244,084	\$4,424,545	96%
Net change before Other Inc/Exp	\$1,301,328	\$601,720	\$1,056,202	
Net Change in Financial Position	\$1,633,663	\$3,059,969	\$1,383,519	

- Main contributor for a decrease in revenue for FY25 compared to FY24 is a decrease in the contaminate surcharges
- The large increase in net position is due to a transferred lift station

Cash Summary

	FY24 Sept 30 Actual	FY25 Forecast Mar 31	Cash Sept25 Actual
Electric	\$12,183,343	\$13,253,238	\$13,517,300
Gas	\$13,226,348	\$13,680,548	\$13,603,418
Water	\$2,801,288	\$4,226,787	\$4,301,053
Sewer	\$3,906,464	\$534,874	\$1,238,257



Contract Amendment No. 1
Contract No. 12-UGPR-1029
City of Hastings, Nebraska

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR FIRM ELECTRIC SERVICE TO

THE CITY OF HASTINGS, NEBRASKA

(General Power Contract Provisions)

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR FIRM ELECTRIC SERVICE TO

THE CITY OF HASTINGS, NEBRASKA

(General Power Contract Provisions)

<u>Section</u>	<u>Title</u>	<u>Page</u>
1.	Preamble.....	1
2.	Explanatory Recitals.....	1
3.	Agreement.....	2
4.	Term of Amendment	2
5.	Modification of the General Power Contract Provisions Section of the Original Contract.....	2
6.	Original Contract to Remain in Full Force and Effect.....	2
7.	Use of Digital Signatures.....	3
8.	Execution in Counterparts.....	3
	Signatures	4

General Power Contract Provisions dated July 17, 2025

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR FIRM ELECTRIC SERVICE TO

THE CITY OF HASTINGS, NEBRASKA

(General Power Contract Provisions)

1. PREAMBLE: This Contract Amendment is made on _____,
between the UNITED STATES OF AMERICA, acting through the Western Area Power
Administration, hereinafter called Western, and the CITY OF HASTINGS, NEBRASKA,
a municipal corporation duly organized under and by virtue of the laws of the State of
Nebraska, hereinafter called Hastings or Contractor; their successors and assigns, each
sometimes hereinafter called the Party or all sometimes hereinafter collectively called
the Parties, as part of Contract No. 12-UGPR-1029, dated November 5, 2012 (Original
Contract), as amended, pursuant to the same authorities as the Original Contract, and
subject to all the provisions as the Original Contract except as herein amended.

2. EXPLANATORY RECITALS:

2.1 The Parties previously entered into the Original Contract which provides for, among
other things, the sale of firm electric power and energy to Hastings through
December 31, 2050.

2.2 Western's General Power Contract Provisions (GPCP) dated September 1, 2007,
made part of the Original Contract, have been revised.

2.3 The Parties want to amend the Original Contract to incorporate the revised GPCP dated July 17, 2025.

2.4 Therefore, this Amendment No. 1 to the Original Contract will modify certain provisions of the Original Contract.

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

4. TERM OF AMENDMENT: This Contract Amendment shall become effective on the date of its execution, and shall remain in effect concurrently with the Original Contract and shall terminate coincidentally therewith.

5. MODIFICATION OF THE GENERAL POWER CONTRACT PROVISIONS SECTION OF THE ORIGINAL CONTRACT: Section 18, "General Power Contract Provisions," of the Original Contract is hereby deleted, and the following new Section 18 shall be substituted therefor:

"18. GENERAL POWER CONTRACT PROVISIONS: The GPCP, effective July 17, 2025, attached hereto, are made part of this Contract the same as if they had been expressly set forth herein."

6. ORIGINAL CONTRACT TO REMAIN IN FULL FORCE AND EFFECT: Except as expressly modified by this Contract Amendment, the Original Contract shall remain in full force and effect, and this Contract Amendment shall be subject to all provisions, except as herein modified, of the Original Contract.

7. USE OF DIGITAL SIGNATURES: The Parties agree that this Contract Amendment may be signed and executed by digital signature in accordance with Western's policy.

A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

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

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

WESTERN AREA POWER ADMINISTRATION

By _____

Title Vice President of Power Marketing
for Upper Great Plains Region

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

(SEAL)

CITY OF HASTINGS, NEBRASKA

By _____

Attest:

Title _____

By _____

Address P.O. Box 289

Title _____

Hastings, NE 68901-0289

WESTERN AREA POWER ADMINISTRATION
GENERAL POWER CONTRACT PROVISIONS

Page

I. APPLICABILITY.	
1. Applicability	2
II. DELIVERY OF SERVICE PROVISIONS.	
2. Character of Service.....	2
3. Use of Capacity or Energy in Excess of Contract Obligation	2
4. Continuity of Service	2
5. Multiple Points of Delivery.....	2-3
6. Metering.....	3
7. Existence of Transmission Service Contract.....	3
8. Conditions of Transmission Service	4
9. Multiple Points of Delivery Involving Direct and Indirect Deliveries.....	4
10. Construction, Operation, and Maintenance of Contractor’s Power System	4
III. RATES, BILLING, AND PAYMENT PROVISIONS.	
11. Change of Rates	5
12. Minimum Seasonal or Annual Capacity Charge.....	5
13. Billing and Payment.....	5
14. Nonpayment of Bills in Full When Due	5-6
15. Adjustments for Fractional Billing Period	6
16. Adjustments for Curtailments to Firm Service	6
IV. POWER SALES PROVISIONS.	
* 17. Resale of Firm Electric Service (Wholesale Sales for Resale).....	7
18. Distribution Principles	7
19. Contract Subject to Colorado River Compact.....	7
V. FACILITIES PROVISIONS.	
20. Design Approval	7
21. Inspection and Acceptance.....	8
22. As-Built Drawings	8
23. Equipment Ownership Markers	8
24. Third-Party Use of Facilities	8
25. Changes to Western Control Facilities.....	8
26. Modification of Western Facilities.....	9
27. Transmission Rights.....	9
28. Construction and Safety Procedures	9-10
29. Environmental Compliance.....	10
30. Responsibility for Regulated Materials.....	10
VI. OTHER PROVISIONS.	
31. Authorized Representatives of the Parties	10
32. Effect of Section Headings	10
33. Operating Guidelines and Procedures	10
34. Uncontrollable Forces	11
35. Liability.....	11
36. Cooperation of Contracting Parties.....	11
37. Transfer of Interest in the Contract or Change in Preference Status	11-12
38. Choice of Law and Forum	12
39. Waivers	12
40. Notices	12
41. Contingent Upon Appropriations and Authorization	13
42. Covenant Against Contingent Fees.....	13
43. Contract Work Hours and Safety Standards	13
* 44. Compliance with Federal Anti-Discrimination Laws	13
45. Use of Convict Labor.....	13

* Revised July 17, 2025

WESTERN AREA POWER ADMINISTRATION
GENERAL POWER CONTRACT PROVISIONS

I. APPLICABILITY.

1. Applicability.

1.1 These General Power Contract Provisions (Provisions) shall be a part of the contract to which they are attached. In the event these Provisions differ from requirements of the contract, specific terms set forth in the contract shall prevail.

1.2 If the Contractor has member utilities which are either directly or indirectly receiving benefits from the contract, then the Contractor shall require such members to comply with Provisions 10, 17, 18, 19, 29, 30, 36, 43, 44, and 45 of these General Power Contract Provisions.

II. DELIVERY OF SERVICE PROVISIONS.

2. Character of Service.

Electric energy supplied or transmitted under the contract will be three-phase, alternating current, at a nominal frequency of sixty (60) hertz (cycles per second).

3. Use of Capacity or Energy in Excess of Contract Obligation.

The Contractor is not entitled to use Federal power, energy, or capacity in amounts greater than the Western contract delivery obligation in effect for each type of service provided for in the contract except with the approval of Western. Unauthorized overruns of contract delivery obligations shall be subject to charges specified in the contract or the applicable rate schedules. Overruns shall not establish any continuing right thereto and the Contractor shall cease any overruns when requested by Western, or in the case of authorized overruns, when the approval expires, whichever occurs first. Nothing in the contract shall obligate Western to increase any delivery obligation. If additional power, energy, or capacity is not available from Western, the responsibility for securing additional power, energy, or capacity shall rest wholly with the Contractor.

4. Continuity of Service.

Electric service will be supplied or transmitted continuously except for: (1) fluctuations, interruptions, or reductions due to uncontrollable forces, as defined in Provision 34 (Uncontrollable Forces) herein, (2) fluctuations, interruptions, or reductions due to operation of devices installed for power system protection; and (3) temporary fluctuations, interruptions, or reductions, which, in the opinion of the party supplying the service, are necessary or desirable for the purposes of maintenance, repairs, replacements, installation of equipment, or investigation and inspection. The party supplying service, except in case of emergency, will give the party to whom service is being provided reasonable advance notice of such temporary interruptions or reductions and will remove the cause thereof with diligence.

5. Multiple Points of Delivery.

When electric service is supplied at or transmitted to two or more points of delivery under the same rate schedule, said rate schedule shall apply separately to the service supplied at or transmitted to each point of

delivery; Provided, That where the meter readings are considered separately, and during abnormal conditions, the Contractor's system is interconnected between points of delivery such that duplication of metered power is possible, the meter readings at each affected point of delivery will be adjusted to compensate for duplication of power demand recorded by meters at alternate points of delivery due to abnormal conditions which are beyond the Contractor's control or temporary conditions caused by scheduled outages.

6. Metering.

6.1 The total electric power and energy supplied or transmitted under the contract will be measured by metering equipment to be furnished and maintained by Western, a designated representative of Western, or where situations deem it appropriate as determined by Western, by the Contractor or its agent(s). In the event metering equipment is furnished and maintained by the Contractor or its agent(s) and the equipment is used for billing and other accounting purposes by Western, the Contractor shall ensure that the metering equipment complies with applicable metering policies established by Western.

6.2 Meters shall be secured by appropriate security measures and meters shall not be accessed except when the meters are to be inspected, tested, adjusted, or repaired. Representatives of affected parties shall be afforded reasonable opportunity to be present upon such occasions. Metering equipment shall be inspected and tested each year by the party responsible for meter maintenance, unless a different test interval is determined in accordance with good utility practices by an applicable regional metering policy, or as agreed upon by the parties. Meters shall also be tested at any reasonable time upon request by a party hereto, or by an affected supplemental power supplier, transmission agent, or control area operator. Any metering equipment found to be damaged, defective, or inaccurate shall be repaired and readjusted or replaced by the party responsible for meter maintenance as soon as practicable. Meters found with security breaches shall be tested for tampering and, if appropriate, meter readings shall be adjusted by Western pursuant to Provision 6.3 below.

6.3 Except as otherwise provided in Provision 6.4 hereof, should any meter that is used by Western for billing or other accounting purposes fail to register accurately, the electric power and energy supplied or transmitted during the period of failure to register accurately, shall, for billing purposes, be estimated by Western from the best available information.

6.4 If inspections and tests of a meter used by Western for billing or other accounting purposes disclose an error exceeding 2 percent, or a lesser range in error as agreed upon by the parties, then a correction based upon the inaccuracy found shall be made to the service records for the period of inaccuracy as determined by Western. If the period of inaccuracy cannot be determined, the inaccuracy shall be assumed to have existed during the entire monthly billing period immediately preceding the billing period in which the inspection or test was made and the resulting correction shall be made accordingly.

6.5 Any correction in billing or other accounting information that results from a correction in meter records shall be made in a subsequent monthly bill rendered by Western to the Contractor. Payment of such bill shall constitute full adjustment of any claim between the parties arising out of inaccurate metering equipment.

7. Existence of Transmission Service Contract.

If the contract provides for Western to furnish services using the facilities of a third party, the obligation of Western shall be subject to and contingent upon the existence of a transmission service contract granting Western rights to use such facilities. If Western acquires or constructs facilities which would enable it to furnish direct service to the Contractor, Western, at its option, may furnish service over its own facilities.

8. Conditions of Transmission Service.

8.1 When the electric service under the contract is furnished by Western over the facilities of others by virtue of a transmission service arrangement, the power and energy will be furnished at the voltage available and under the conditions which exist from time to time on the transmission system over which the service is supplied.

8.2 Unless otherwise provided in the contract or applicable rate schedule, the Contractor shall maintain a power factor at each point of delivery from Western's transmission agent as required by the transmission agent.

8.3 Western will endeavor to inform the Contractor from time to time of any changes planned or proposed on the system over which the service is supplied, but the costs of any changes made necessary in the Contractor's system, because of changes or conditions on the system over which the service is supplied, shall not be a charge against or a liability of Western.

8.4 If the Contractor, because of changes or conditions on the system over which service under the contract is supplied, is required to make changes on its system at its own expense in order to continue receiving service under the contract, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to making such changes, but not thereafter.

8.5 If Western notifies the Contractor that electric service provided for under the contract cannot be delivered to the Contractor because of an insufficiency of capacity available to Western in the facilities of others over which service under the contract is supplied, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to the date on which said capacity ceases to be available to Western, but not thereafter.

9. Multiple Points of Delivery Involving Direct and Indirect Deliveries.

When Western has provided line and substation capacity under the contract for the purpose of delivering electric service directly to the Contractor at specified direct points of delivery and also has agreed to absorb transmission service allowance or discounts for deliveries of energy over other system(s) to indirect points of delivery and the Contractor shifts any of its load served under the contract from direct delivery to indirect delivery, Western will not absorb the transmission service costs on such shifted load until the unused capacity, as determined solely by Western, available at the direct delivery points affected is fully utilized.

10. Construction, Operation, and Maintenance of Contractor's Power System.

The Contractor shall, and, if applicable, shall require each of its members or transmission agents to construct, operate, and maintain its power system in a manner which, as determined by Western, will not interfere with the operation of the system of Western or its transmission agents over which electric services are furnished to the Contractor under the contract, and in a manner which will coordinate with the protective relaying and other protective arrangements of the system(s) of Western or Western's transmission agents. Western may reduce or discontinue furnishing services to the Contractor if, after notice by Western, the Contractor fails or refuses to make such changes as may be necessary to eliminate an unsatisfactory condition on the Contractor's power system which is determined by Western to interfere significantly under current or probable conditions with any service supplied from the power system of Western or from the power system of a transmission agent of Western. Such a reduction or discontinuance of service will not relieve the Contractor of liability for any minimum charges provided for in the contract during the time said services are reduced or discontinued. Nothing in this Provision shall be construed to render Western liable in any manner for any claims, demands, costs, losses, causes of action, damages, or liability of any kind or nature arising out of or resulting from the construction, operation, or maintenance of the Contractor's power system.

III. RATES, BILLING, AND PAYMENT PROVISIONS.

11. Change of Rates.

Rates applicable under the contract shall be subject to change by Western in accordance with appropriate rate adjustment procedures. If at any time the United States promulgates a rate changing a rate then in effect under the contract, it will promptly notify the Contractor thereof. Rates shall become effective as to the contract as of the effective date of such rate. The Contractor, by written notice to Western within ninety (90) days after the effective date of a rate change, may elect to terminate the service billed by Western under the new rate. Said termination shall be effective on the last day of the billing period requested by the Contractor not later than two (2) years after the effective date of the new rate. Service provided by Western shall be paid for at the new rate regardless of whether the Contractor exercises the option to terminate service.

12. Minimum Seasonal or Annual Capacity Charge.

When the rate in effect under the contract provides for a minimum seasonal or annual capacity charge, a statement of the minimum capacity charge due, if any, shall be included in the bill rendered for service for the last billing period of the service season or contract year as appropriate, adjusted for increases or decreases in the contract rate of delivery and for the number of billing periods during the year or season in which service is not provided. Where multiple points of delivery are involved and the contract rate of delivery is stated to be a maximum aggregate rate of delivery for all points, in determining the minimum seasonal or annual capacity charge due, if any, the monthly capacity charges at the individual points of delivery shall be added together.

13. Billing and Payment.

13.1 Western will normally issue bills to the Contractor for services furnished during the preceding month within ten (10) days after the end of the billing period.

13.2 If Western is unable to issue timely monthly bill(s), Western may elect to render estimated bill(s). Such estimated bill(s) shall be subject to the same payment provisions as final bill(s), and any applicable adjustments will be shown on a subsequent monthly bill.

13.3 Payments of bills issued by Western are due and payable by the Contractor before the close of business on the twentieth (20th) calendar day after the date of issuance of each bill or the next business day thereafter if said day is a Saturday, Sunday, or Federal holiday. Bills shall be considered paid when payment is received by Western. Bills will be paid electronically or via the Automated Clearing House method of payment unless a written request to make payments by mail is submitted by the Contractor and approved by Western. Should Western agree to accept payments by mail, these payments will be accepted as timely and without assessment of the charge provided for in Provision 14 (Nonpayment of Bills in Full When Due) if a United States Post Office first class mail postmark indicates the payment was mailed at least three (3) calendar days before the due date.

13.4 The parties agree that net billing procedures will be used for payments due Western by the Contractor and for payments due the Contractor by Western for the sale or exchange of electric power and energy, use of transmission facilities, operation and maintenance of electric facilities, and other services. Payments due one party in any month shall be offset against payments due the other party in such month, and the resulting net balance shall be paid to the party in whose favor such balance exists. The parties shall exchange such reports and information that either party requires for billing purposes. Net billing shall not be used for any amounts due which are in dispute.

14. Nonpayment of Bills in Full When Due.

14.1 Bills not paid in full by the Contractor by the due date specified in Provision 13 (Billing and

Payment) hereof shall bear a charge of five hundredths percent (0.05%) of the principal sum unpaid for each day payment is delinquent, to be added until the amount due is paid in full. Western will also assess a fee of twenty-five dollars (\$25.00) for processing a late payment. Payments received will first be applied to the charges for late payment assessed on the principal and then to payment of the principal.

14.2 Western shall have the right, upon not less than fifteen (15) days advance written notice, to discontinue furnishing the services specified in the contract for nonpayment of bills in full when due, and to refuse to resume such services so long as any part of the amount due remains unpaid. Such a discontinuance of service will not relieve the Contractor of liability for minimum charges during the time service is so discontinued. The rights reserved to Western herein shall be in addition to all other remedies available to Western either by law or in equity, for the breach of any of the terms hereof.

15. Adjustments for Fractional Billing Period.

The demand or capacity charge and minimum charges shall each be proportionately adjusted when fractional billing periods are applicable under this contract. A fractional billing period can occur: 1) at the beginning or end of electric service; 2) at the beginning or end of irrigation pumping service each year; 3) for a fractional billing period under a new rate schedule; or 4) for fractional periods due to withdrawals of electric services. The adjustment will be made based on the ratio of the number of hours that electric service is available to the Contractor in such fractional billing period, to the total number of hours in the billing period involved. Energy billing shall not be affected by fractional billing periods.

16. Adjustments for Curtailments to Firm Service.

16.1 Billing adjustments will be made if firm electric service is interrupted or reduced because of conditions on the power system of the United States for periods of one (1) hour or longer in duration each. Billing adjustments will not be made when such curtailment of electric service is due to a request by the Contractor or a discontinuance of electric service by Western pursuant to Provision 14 (Nonpayment of Bills In Full When Due). For purposes of billing adjustments under this Provision, the term power system of the United States shall include transmission facilities used under contract but not owned by the United States.

16.2 The total number of hours of curtailed firm electric service in any billing period shall be determined by adding: (1) the sum of the number of hours of interrupted electric service to (2) the product, of each reduction, of: the number of hours reduced electric service and the percentage by which electric service was reduced below the delivery obligation of Western at the time of each said reduction of electric service. The demand or capacity charge and applicable minimum charges shall each be proportionately adjusted in the ratio that the total number of hours of electric service determined to have been curtailed bears to the total number of hours in the billing period involved.

16.3 The Contractor shall make written claim within thirty (30) days after receiving the monthly bill, for adjustment on account of any curtailment of firm electric service, for periods of one (1) hour or longer in duration each, alleged to have occurred that is not reflected in said bill. Failure to make such written claim, within said thirty-day (30-day) period, shall constitute a waiver of said claim. All curtailments of electric service, which are due to conditions on the power system of the United States, shall be subject to the terms of this Provision; Provided, That withdrawal of power and energy under the contract shall not be considered a curtailment of electric service.

IV. POWER SALES PROVISIONS.

17. Resale of Firm Electric Service (Wholesale Sales for Resale).

17.1 The Contractor shall not sell any firm electric power or energy supplied under the contract to any electric utility customer of the Contractor for resale by that utility customer; Provided, That the Contractor may sell the electric power and energy supplied under the contract to its members on condition that said members not sell any of said power and energy to any customer of the member for resale by that customer.

17.2 Contractors receiving environmental attributes associated with any firm electric power or energy allocated under the contract may use, dispose of, transfer, or resell such environmental attributes in accordance with good utility practice.

18. Distribution Principles.

The Contractor agrees that the benefits of firm electric power or energy supplied under the contract shall be made available to its consumers at rates that are established at the lowest possible level consistent with sound business principles, and that these rates will be established in an open and public manner. The Contractor further agrees that it will identify the costs of firm electric power or energy supplied under the contract and power from other sources to its consumers upon request. The Contractor will demonstrate compliance with the requirements of this Provision to Western upon request.

19. Contract Subject to Colorado River Compact.

Where the energy sold under the contract is generated from waters of the Colorado River system, the contract is made upon the express condition and with the express covenant that all rights under the contract shall be subject to and controlled by the Colorado River Compact approved by Section 13 (a) of the Boulder Canyon Project Act of December 21, 1928, 43 U.S.C. §§ 617a-e, and the parties to the contract shall observe and be subject to and controlled by said Colorado River Compact in the construction, management, and operation of the dams, reservoirs, and powerplants from which electrical energy is to be furnished by Western to the Contractor under the contract, and in the storage, diversion, delivery, and use of water for the generation of electrical energy to be delivered by Western to the Contractor under the contract.

V. FACILITIES PROVISIONS.

20. Design Approval.

All facilities, construction, and installation by the Contractor pursuant to the contract shall be subject to the approval of Western. Facilities interconnections shall normally conform to Western's current "General Requirements for Interconnection," in effect upon the signing of the contract document providing for each interconnection, copies of which are available from Western. At least ninety (90) days, unless otherwise agreed, prior to the date the Contractor proposes to commence construction or to incur an obligation to purchase facilities to be installed pursuant to the contract, whichever date is the earlier, the Contractor shall submit, for the approval of Western, detailed designs, drawings, and specifications of the facilities the Contractor proposes to purchase, construct, and install. The Contractor assumes all risks for construction commenced or obligations to purchase facilities incurred prior to receipt of approval from Western. Western review and approval of designs and construction work in no way implies that Western is certifying that the designs meet the Contractor's needs.

21. Inspection and Acceptance.

Western shall have the right to inspect the materials and work furnished by the Contractor, its agents, employees, and subcontractors pursuant to the contract. Such inspections shall be at reasonable times at the work site. Any materials or work that Western determines is defective or not in accordance with designs, drawings, and specifications, as approved by Western, shall be replaced or modified, as directed by Western, at the sole expense of the Contractor before the new facilities are energized.

22. As-Built Drawings.

Within a reasonable time, as determined by Western, after the completion of construction and installation of facilities pursuant to the contract, the Contractor shall submit to Western marked as-built prints of all Western drawings affected by changes made pursuant to the contract and reproducible drawings the Contractor has prepared showing facilities of Western. The Contractor's drawings of Western facilities shall use drawing title blocks, drawing numbers, and shall be prepared in accordance with drafting standards all as approved by Western. Western may prepare, revise, or complete said drawings and bill the Contractor if the Contractor fails to provide such drawings to Western within a reasonable time as determined by Western.

23. Equipment Ownership Markers.

23.1 The Contractor shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the United States right-of-way or in Western substations pursuant to the contract which are owned by the Contractor, by permanently affixing thereto suitable markers clearly identifying the Contractor as the owner of said equipment and facilities.

23.2 If requested by the Contractor, Western shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the Contractor's right-of-way or in the Contractor's substations pursuant to the contract which are owned by the United States, by permanently affixing thereto suitable markers clearly identifying the United States as the owner of said equipment and facilities.

24. Third-Party Use of Facilities.

The Contractor shall notify Western of any proposed system change relating to the facilities governed by the contract or allowing third-party use of the facilities governed by the contract. If Western notifies the Contractor that said system change will, as solely determined by Western, adversely affect the operation of Western's system the Contractor shall, at no cost to Western, provide a solution to said adverse effect acceptable to Western.

25. Changes to Western Control Facilities.

If at any time during the term of the contract, Western determines that changes or additions to control, relay, or communications facilities are necessary to maintain the reliability or control of Western's transmission system, and said changes or additions are entirely or partially required because of the Contractor's equipment installed under the contract, such changes or additions shall, after consultation with the Contractor, be made by Western with all costs or a proportionate share of all costs, as determined by Western, to be paid by the Contractor. Western shall notify the Contractor in writing of the necessary changes or additions and the estimated costs to be paid by the Contractor. If the Contractor fails to pay its share of said estimated costs, Western shall have the right, after giving sixty (60) days' written notice to the Contractor, to terminate the applicable facility installation provisions to the contract and require the removal of the Contractor's facilities.

26. Modification of Western Facilities.

Western reserves the right, at any time, to modify its facilities. Western shall keep the Contractor informed of all planned modifications to Western facilities which impact the facilities installation pursuant to the contract. Western shall permit the Contractor to change or modify its facilities, in a manner satisfactory to and at no cost or expense to Western, to retain the facilities interconnection pursuant to the contract. At the Contractor's option, Western shall cooperate with the Contractor in planning alternate arrangements for service which shall be implemented at no cost or expense to Western. The Contractor and Western shall modify the contract, as necessary, to conform to the new facilities arrangements.

27. Transmission Rights.

If the contract involves an installation which sectionalizes a Western transmission line, the Contractor hereby agrees to provide a transmission path to Western across such sectionalizing facilities at no cost or expense to Western. Said transmission path shall be at least equal, in terms of capacity and reliability, to the path in the Western transmission line prior to the installation pursuant to the contract.

28. Construction and Safety Procedures.

28.1 The Contractor hereby acknowledges that it is aware of the hazards inherent in high-voltage electric lines and substations, and hereby assumes full responsibility at all times for the adoption and use of necessary safety measures required to prevent accidental harm to personnel engaged in the construction, inspection, testing, operation, maintenance, replacement, or removal activities of the Contractor pursuant to the contract. The Contractor and the authorized employees, agents, and subcontractors of the Contractor shall comply with all applicable safety laws and building and construction codes, including the provisions of Chapter 1 of the Power System Operations Manual, entitled Power System Switching Procedure, and the Occupational Safety and Health Administration regulations, Title 29 C.F.R. §§ 1910 and 1926, as amended or supplemented. In addition to the safety program required herein, upon request of the United States, the Contractor shall provide sufficient information to demonstrate that the Contractor's safety program is satisfactory to the United States.

28.2 The Contractor and its authorized employees, agents, and subcontractors shall familiarize themselves with the location and character of all the transmission facilities of Western and interconnections of others relating to the work performed by the Contractor under the contract. Prior to starting any construction, installation, or removal work, the Contractor shall submit a plan of procedure to Western which shall indicate the sequence and method of performing the work in a safe manner. No work shall be performed by the Contractor, its employees, agents, or subcontractors until written authorization to proceed is obtained from Western.

28.3 At all times when the Contractor, its employees, agents, or subcontractors are performing activities of any type pursuant to the contract, such activities shall be under supervision of a qualified employee, agent, or subcontractor of the Contractor who shall be authorized to represent the Contractor in all matters pertaining to the activity being performed. The Contractor and Western will keep each other informed of the names of their designated representatives at the site.

28.4 Upon completion of its work, the Contractor shall remove from the vicinity of the right-of-way of the United States all buildings, rubbish, used materials, concrete forms, and other like material belonging to the Contractor or used under the Contractor's direction, and in the event of failure to do so the same may be removed by Western at the expense of the Contractor.

28.5 In the event the Contractor, its employees, agents, or subcontractors fail to comply with any requirement of this Provision, or Provision 21 (Inspection and Acceptance) herein, Western or an authorized representative may issue an order to stop all or any part of the work until such time as the Contractor demonstrates

compliance with the provision at issue. The Contractor, its employees, agents, or subcontractors shall make no claim for compensation or damages resulting from such work stoppage.

29. Environmental Compliance.

Facilities installed under the contract by any party shall be constructed, operated, maintained, replaced, transported, and removed subject to compliance with all applicable laws, including but not limited to the National Historic Preservation Act of 1966, 16 U.S.C. §§ 470x-6, the National Environmental Policy Act of 1969, 42 U.S.C. §§ 4321-4347, the Endangered Species Act of 1973, 16 U.S.C. §§ 1531-1544, and the Archaeological Resources Protection Act of 1979, 16 U.S.C. §§ 470aa-470mm, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, as well as any other existing or subsequent applicable laws, regulations, and executive orders.

30. Responsibility for Regulated Materials.

When either party owns equipment containing regulated material located on the other party's substation, switchyard, right-of-way, or other property, the equipment owner shall be responsible for all activities related to regulated materials in such equipment that are necessary to meet the requirements of the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2692, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6992k, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601-9675, the Oil Pollution Act of 1990, 33 U.S.C. §§ 2702-2761, the Clean Water Act, 33 U.S.C. §§ 1251-1387, the Safe Drinking Water Act, 42 U.S.C. §§ 300f-j26, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, and any other existing or subsequent applicable laws, regulations, and executive orders. Each party shall label its equipment containing regulated material in accordance with appropriate laws and regulations. If the party owning the equipment does not perform activities required under appropriate laws and regulations within the time frame specified therein, the other party may perform or cause to be performed the required activities after notice to and at the sole expense of the party owning the equipment.

VI. OTHER PROVISIONS.

31. Authorized Representatives of the Parties.

Each party to the contract, by written notice to the other, shall designate the representative(s) who is (are) authorized to act in its behalf with respect to those matters contained in the contract which are the functions and responsibilities of the authorized representatives of the parties. Each party may change the designation of its authorized representative(s) upon oral notice given to the other, confirmed promptly by written notice.

32. Effect of Section Headings.

Section headings or Provision titles appearing in the contract or these General Power Contract Provisions are inserted for convenience only and shall not be construed as interpretations of text.

33. Operating Guidelines and Procedures.

The parties to the contract may agree upon and put into effect from time to time, such other written guidelines and procedures as may be required in order to establish the methods of operation of the power system to be followed in the performance of the contract.

34. Uncontrollable Forces.

Neither party to the contract shall be considered to be in default in performance of any of its obligations under the contract, except to make payment as specified in Provision 13 (Billing and Payment) herein, when a failure of performance shall be due to an uncontrollable force. The term “uncontrollable force” means any cause beyond the control of the party affected, including but not restricted to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority and action or nonaction by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require a party to settle any strike or labor dispute in which it may be involved. Either party rendered unable to fulfill any of its obligations under the contract by reason of an uncontrollable force shall give prompt written notice of such fact to the other party and shall exercise due diligence to remove such inability with all reasonable dispatch.

35. Liability.

35.1 The Contractor hereby agrees to indemnify and hold harmless the United States, its employees, agents, or contractors from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of the Contractors’, its employees’, agents’, or subcontractors’ construction, operation, maintenance, or replacement activities under the contract.

35.2 The United States is liable only for negligence on the part of its officers and employees in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 1346(c), 2401(b), 2402, 2671, 2672, 2674-2680, as amended or supplemented.

36. Cooperation of Contracting Parties.

If, in the operation and maintenance of their respective power systems or electrical equipment and the utilization thereof for the purposes of the contract, it becomes necessary by reason of any emergency or extraordinary condition for either party to request the other to furnish personnel, materials, tools, and equipment for the accomplishment thereof, the party so requested shall cooperate with the other and render such assistance as the party so requested may determine to be available. The party making such request, upon receipt of properly itemized bills from the other party, shall reimburse the party rendering such assistance for all costs properly and reasonably incurred by it in such performance, including administrative and general expenses, such costs to be determined on the basis of current charges or rates used in its own operations by the party rendering assistance. Issuance and payment of bills for services provided by Western shall be in accordance with Provisions 13 (Billing and Payment) and 14 (Nonpayment of Bills in Full When Due) herein. Western shall pay bills issued by the Contractor for services provided as soon as the necessary vouchers can be prepared which shall normally be within twenty (20) days.

37. Transfer of Interest in Contract or Change in Preference Status.

37.1 No voluntary transfer of the contract or of the rights of the Contractor under the contract shall be made without the prior written approval of the Administrator of Western. Any voluntary transfer of the contract or of the rights of the Contractor under the contract made without the prior written approval of the Administrator of Western may result in the termination of the contract; Provided, That the written approval of the Administrator shall not be unreasonably withheld; Provided further, That if the Contractor operates a project financed in whole or in part by the Rural Utilities Service, the Contractor may transfer or assign its interest in the contract to the Rural Utilities Service or any other department or agency of the Federal Government without such prior written approval; Provided further, That any successor to or assignee of the rights of the Contractor, whether by voluntary transfer, judicial sale,

foreclosure sale, or otherwise, shall be subject to all the provisions and conditions of the contract to the same extent as though such successor or assignee were the original Contractor under the contract; and, Provided further, That the execution of a mortgage or trust deed, or judicial or foreclosure sales made thereunder, shall not be deemed voluntary transfers within the meaning of this Provision.

37.2 The Contractor shall maintain its status as an entity eligible for preference in Western's sale of Federal power pursuant to Reclamation law, as amended and supplemented.

37.3 Western shall give the Contractor written notice of Western's proposed determination that the Contractor has violated Provision 37.1 and Western's proposed action in response to the violation.

37.4 The Contractor shall have 120 days after receipt of Western's notice provided under Provision 37.3 to submit a written response to Western. The Contractor may also make an oral presentation to the Administrator during this 120-day period.

37.5 At any time during this process, the Contractor and Western may agree upon corrective action to resolve Western's proposed determination that the Contractor is in violation of Provision 37.1.

37.6 Within 30 days of receipt of the Contractor's written response provided under Provision 37.4, Western will notify the Contractor in writing of its final decision. The Administrator's written notice will include the intended action, the effective date thereof, and the reasons for taking the intended action. Implementation of the Administrator's action shall take place no earlier than 60 days from the Contractor's receipt of such notice.

37.7 Any successor to Western shall be subject to all the provisions and conditions of the contract to the same extent as though such successor were an original signatory to the contract.

37.8 Nothing in this Provision shall preclude any right to judicial review available to the Contractor under Federal law.

38. Choice of Law and Forum.

Federal law shall control the obligations and procedures established by this contract and the performance and enforcement thereof. The forum for litigation arising from this contract shall exclusively be a Federal court of the United States, unless the parties agree to pursue alternative dispute resolution.

39. Waivers.

Any waivers at any time by either party to the contract of its rights with respect to a default or any other matter arising under or in connection with the contract shall not be deemed a waiver with respect to any subsequent default or matter.

40. Notices.

Any notice, demand, or request specifically required by the contract or these Provisions to be in writing shall be considered properly given when delivered in person or sent by postage prepaid registered or certified mail, commercial delivery service, facsimile, electronic, prepaid telegram, or by other means with prior agreement of the parties, to each party's authorized representative at the principal offices of the party. The designation of the person to be notified may be changed at any time by similar notice. Where facsimile or electronic means are utilized for any communication covered by this Provision, the sending party shall keep a contemporaneous record of such communications and shall verify receipt by the other party.

41. Contingent Upon Appropriations and Authorization.

41.1 Where activities provided for in the contract extend beyond the current fiscal year, continued expenditures by the United States are contingent upon Congress making the necessary appropriations required for the continued performance of the United States' obligations under the contract. In case such appropriation is not made, the Contractor hereby releases the United States from its contractual obligations and from all liability due to the failure of Congress to make such appropriation.

41.2 In order to receive and expend funds advanced from the Contractor necessary for the continued performance of the obligations of the United States under the contract, additional authorization may be required. In case such authorization is not received, the Contractor hereby releases the United States from those contractual obligations and from all liability due to the lack of such authorization.

42. Covenant Against Contingent Fees.

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, Western shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

43. Contract Work Hours and Safety Standards.

The contract, to the extent that it is of a character specified in Section 103 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C. § 3701, as amended or supplemented, is subject to the provisions of the Act, 40 U.S.C. §§ 3701-3708, as amended or supplemented, and to regulations promulgated by the Secretary of Labor pursuant to the Act.

44. Compliance with Federal Anti-Discrimination Laws.

44.1 The Contractor shall comply with all applicable Federal anti-discrimination laws. Compliance with applicable Federal anti-discrimination laws is material to eligibility for and payment under this contract for purposes of 31 U.S.C. 3729(b)(4).

44.2 By executing this agreement, the Contractor certifies that, to the best of its knowledge and belief, it does not operate programs promoting diversity, equity, and inclusion that violate any applicable Federal anti-discrimination laws. "Program promoting diversity, equity, and inclusion" means a program whose purpose is to promote preferences based on race, color, religion, sex, or national origins, such as in training or hiring.

44.3 Indian Tribes and tribal organizations may apply Indian preference to the extent permitted by Federal law.

45. Use of Convict Labor.

The Contractor agrees not to employ any person undergoing sentence of imprisonment in performing the contract except as provided by 18 U.S.C. § 3622(c), as amended or supplemented, and Executive Order No. 11755, 39 Fed. Reg. 779 (1973), as amended or supplemented.

EXHIBIT B

(Operating Agreement Including Quantitative Determinations)

1. This Exhibit B made on _____, effective under and as a part of Contract No. 12-UGPR-1029, dated November 5, 2012, hereinafter called the Contract, shall become effective on the first day of the first full billing period after the date of its execution. Upon such effective date, this Exhibit B shall terminate and supersede Exhibit B dated November 5, 2012, and shall remain in effect until superseded by another Exhibit B or termination of the Contract.

2. HASTINGS' FIRM ELECTRIC SERVICE ARRANGEMENTS:

2.1 The System Definitions and Billing Determinations set forth in this Operating Agreement are based upon the understanding of the Parties that Hastings' firm electric service arrangements are such that its system load requirements are normally supplied from the following sources:

2.1.1 Firm electric service from Western.

2.1.2 Firm electric service from another power supplier. As of the date of this Exhibit B, Hastings purchases firm electric service from the Southwest Power Pool, Inc. market when necessary.

2.1.3 Hastings' own generation.

2.2 Western reserves the right to unilaterally require the substitution of a new Exhibit B in the event that the firm electric service arrangements of Hastings are altered so that this Exhibit B does not correctly identify those arrangements.

3. REPORTING REQUIREMENTS: None at this time.

4. SYSTEM DEFINITIONS:

4.1 Historically, Hastings' System Demand for any billing period was the sum of the highest coincident 30-minute integrated demands established from meter readings taken at the Point(s) of Measurement (POM), which may have been adjusted and defined in Exhibit C.

4.2 Historically, Hastings' System Energy Requirements for any billing period were the total energy delivered during the billing period at the POM(s), which may have been adjusted and defined in Exhibit C.

5. FIRM POWER AND ENERGY OBLIGATION OF WESTERN:

5.1 Notwithstanding the provisions of Subsection 6.3 of the Contract, the Parties, by mutual agreement, have established, for each month of the year, values for the Maximum Rate of Firm Power Obligation and Maximum Energy Obligation of Western to Hastings as shown below. The table was calculated based upon the May 1996 through April 1997 reference year chosen by Hastings.

Summer Season	kW	MWh	Winter Season	kW	MWh
May	9,294	4,114	November	6,189	3,389
June	11,182	4,991	December	6,189	3,393
July	11,360	5,159	January	5,970	3,452
August	11,360	4,914	February <u>1/</u>	5,730	3,010
September	10,130	4,124	March	6,144	3,220
October	7,685	4,207	April	5,958	3,177

1/ Energy amount for leap year will be 3,118 MWh.

5.2 The Maximum Rate of Firm Power Obligation and Maximum Energy Obligation of Western in any billing period shall each be, for the billing period involved, apportioned among the Point(s) of Delivery identified in Exhibit C.

5.3 This Subsection is intentionally left blank.

5.4 Hastings shall be responsible to notify Western in the event that Hastings' System Demand and/or Hastings' System Energy Requirements in a billing period are less than the values in Subsection 5.1 above for that billing period.

5.5 Either Party hereto shall have the right to resume determination of Western's firm power and energy obligations to Hastings pursuant to Subsection 6.3 of the Contract upon five years' advance written notice to the other Party or upon a period of less than five years if mutually agreed to. In the event of such notice, obligation determinations pursuant to Subsection 6.3 of the Contract shall begin upon the effective date of a revised Exhibit B providing for such determinations.

5.6 Western reserves the right to appropriately modify the above power and energy values in the event that the Contract Rate(s) of Delivery or energy deliveries are modified as provided elsewhere in the Contract.

6. BILLING DETERMINATIONS:

6.1 The billed demand for firm power provided by Western to Hastings in any billing period shall be, for that billing period, the Maximum Rate of Firm Power Obligation as established pursuant to Section 5 above.

6.2 The billed energy provided by Western to Hastings in any billing period shall be, for that billing period, the Maximum Energy Obligation as established pursuant to Section 5 above.

7. USE OF DIGITAL SIGNATURES: The Parties agree that this Exhibit B may be signed and executed by digital signature in accordance with Western's policy. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

DRAFT

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

WESTERN AREA POWER ADMINISTRATION

By _____

Title Vice President of Power Marketing

for Upper Great Plains Region

Address P.O. Box 35800

Billings, MT 59107-5800

(SEAL)

CITY OF HASTINGS, NEBRASKA

By _____

Attest:

Title _____

By _____

Address P.O. Box 289

Title _____

Hastings, NE 68901-0289

EXHIBIT C

(Transmission Path and Delivery and Measurement Conditions)

1. This Exhibit C made on _____, effective under and as a part of Contract No. 12-UGPR-1029, dated November 5, 2012, hereinafter called the Contract, shall become effective on the first day of the first full billing period after the date of its execution. Upon such effective date, this Exhibit C shall terminate and supersede Exhibit C dated November 5, 2012, and shall remain in effect until superseded by another Exhibit C or termination of the Contract.

2. TRANSMISSION PATH:

2.1 Historically, the transmission path for power and energy sold by Western to Hastings was from the edge of Western's transmission system into third party transmission systems, under arrangements entered into by Hastings, and then to Hastings' facilities at Point(s) of Delivery (PODs) in the vicinity of Hastings, Nebraska.

2.2 On October 1, 2015, Western joined Southwest Power Pool, Inc. (SPP) and placed certain facilities into SPP Zone 19 1/ which allows Western to deliver Federal power and energy within SPP Zone 19 2/. The facilities of Hastings are not directly interconnected with SPP Zone 19. Deliveries of Federal power and energy sold under this Contract are therefore made over Western's facilities within SPP Zone 19, then into system(s) under the functional control of SPP outside of SPP Zone 19 3/, and that power and energy is then delivered to Hastings. Hastings' facilities are directly interconnected with the facilities of Nebraska Public Power District (NPPD) located in SPP Zone 17. Hastings is responsible for and has made the necessary transmission arrangements for delivery of Federal power and energy, including losses, from the edge of SPP Zone 19 to the PODs identified in Section 3 below. Should Western no longer have qualifying transmission facilities in SPP Zone 19 or the transmission arrangements change, Hastings is responsible for all transmission arrangements from the edge of Western's system to the PODs in Section 3 below. If needed, the Parties agree in good faith to revise this Exhibit C to reflect new conditions.

1/ SPP Zone 19 may consist of multiple transmission owners with qualified transmission facilities in SPP Zone 19.

2/ Western has made separate arrangements for delivery of Federal power and energy in SPP Zone 19.

3/ Federal power and energy may pass over system(s) under the functional control of SPP in Zones 16, 17, and/or 18 before being delivered to Hastings.

3. DELIVERY CONDITIONS: The PODs for electric power and energy delivered to Hastings are defined as the points where the 115,000-volt circuits of NPPD connect to the 115,000-volt circuits of Hastings at NPPD's Hastings Substation and at the Hastings Energy Center, in the vicinity of Hastings, Nebraska.

4. MEASUREMENT CONDITIONS: Hastings receives fixed firm power and energy amounts as listed in Exhibit B. Meter readings are not used for Hastings' deliveries. Hastings is billed the fixed power and energy values as provided in Exhibit B of this Contract.

5. USE OF DIGITAL SIGNATURES: The Parties agree that this Exhibit C may be signed and executed by digital signature in accordance with Western's policy. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

DRAFT

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

WESTERN AREA POWER ADMINISTRATION

By _____

Title Vice President of Power Marketing

for Upper Great Plains Region

Address P.O. Box 35800

Billings, MT 59107-5800

(SEAL)

CITY OF HASTINGS, NEBRASKA

By _____

Attest:

Title _____

By _____

Address P.O. Box 289

Title _____

Hastings, NE 68901-0289