

NET METERING AGREEMENT

Between

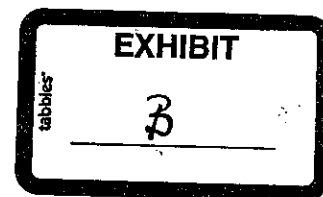
CASS COUNTY ELECTRIC COOPERATIVE INC.

And

ITS MEMBER

And

MINNKOTA POWER COOPERATIVE, INC.



NET METERING AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between Minnkota Power Cooperative, Inc., whose post office address is Box 13200, Grand Forks, North Dakota 58208, hereinafter called "Minnkota", and Cass County Electric Cooperative, Inc. whose post office address is Box 8, Kindred, North Dakota 58051-0008 hereinafter called "Cass" and the undersigned Member of Cass, at the address below, hereinafter referred to as "Member"; witnesseth:

WHEREAS, Minnkota is a generation and transmission cooperative supplying wholesale electric service to its eleven associated distribution cooperatives, including Cass; and

WHEREAS, Cass is a distribution cooperative who supplies retail electric service to its members; and

WHEREAS, the undersigned is a member who owns and operates an eligible, on-site generator with a maximum 10 kW nameplate capacity, generating electricity from one of the following qualifying sources: solar (using the sun as the source of energy for producing electricity); wind (using the wind as the source of energy for producing electricity); biomass (using agricultural crops and agricultural wastes and residues, wood and wood wastes and residues, animal wastes, and landfill gas as the fuel to produce electricity); geothermal (using energy contained in heat that continuously flows outward from the earth as the source of energy to produce electricity); hydrogen (provided that the hydrogen is generated from a source listed in this section); or recycled energy systems producing electricity from currently unused waste heat resulting from combustion or other

processes into electricity and which do not use an additional combustion process); and

WHEREAS, the undersigned Member's application for net metering has been accepted by Cass; and

WHEREAS, Minnkota owns a transmission system for the purpose of supplying wholesale electric service to Cass; and

WHEREAS, Cass and the undersigned Member have interconnected their respective systems; and

WHEREAS, Cass and the undersigned Member has entered into an Interconnection Agreement; and

WHEREAS, the undersigned Member desires to sell excess output to Minnkota; and

WHEREAS, the undersigned Member desires to be compensated for renewable energy generated by the undersigned Member and delivered to Minnkota on Cass's distribution system, and Minnkota is willing to pay the undersigned Member for an amount of renewable energy produced by the undersigned Member.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

ARTICLE I

INTERCONNECTION OF ELECTRIC SYSTEMS

FACILITIES AND OPERATION

1.01 Points of Interconnection. Delivery of service between the parties will be at the points of connection as illustrated on Exhibit "A" attached hereto.

1.02 Facilities for Interconnected Operation. Prior to the execution of this Agreement, Minnkota, Cass and the undersigned Member have provided the electric facilities required to interconnect the undersigned Member's facilities, including the generator, to Minnkota's transmission system

through Cass' distribution system for the purpose of continuous parallel operation. The facilities allow 1) delivery of the undersigned Member's Mid-Continent Area Power Pool ("MAPP") accredited generation capacity and renewable energy to Minnkota and 2) delivery of other capacity and energy services from Cass to the undersigned Member.

1.03 Operations. The undersigned Member shall interconnect the generator in compliance with the Interconnection Agreement.

ARTICLE II

COMPENSATION FOR ACCREDITED ELECTRIC CAPACITY & ENERGY

2.01 Accredited Capacity. Minnkota agrees to compensate the undersigned Member for the kilowatts of accredited capacity as documented in Article III. Such capacity shall be called "Accredited Capacity."

2.02 Renewable Electric Energy Generated on Behalf of Minnkota. Minnkota agrees to compensate the undersigned Member for the kilowatt-hours of renewable electric energy generated by the undersigned Member in excess of the electric energy required for the undersigned Member's own use at the undersigned Member's generator location. Such energy shall be called "Excess Renewable Energy."

2.03 Energy Schedules. Minnkota will assume a continuous energy delivery from the undersigned Member unless otherwise notified by the undersigned Member.

The parties can be contacted at the following telephone numbers:

<u>Member</u>	<u>Cass</u>	<u>Minnkota</u>
_____	701-356-4470	701-795-4406

2.04 Payment for Excess Renewable Energy. Minnkota will pay monthly or as otherwise mutually agreed (but not more often than monthly) to the undersigned Member an amount equal to the product of the kilowatt-hours of Renewable Energy recorded on meter _____ as noted in Exhibit "A" during the immediate past billing month multiplied by the Renewable Energy Rate shown in Exhibit "B" as may be adjusted under Section 4.01.

ARTICLE III

MAPP ACCREDITATION OF THE UNDERSIGNED MEMBER'S GENERATOR FOR USE BY MINNKOTA

3.01 Service Requirements. In order for the undersigned Member's generator to be MAPP accredited for use by Minnkota, the undersigned Member shall:

- a. Supply generating capability which can be accredited to Minnkota in accordance with Section 4.2.2 (Accreditation of Generation) of the current, or as may be modified, Mid-Continent Area Power Pool Generation Reserve Sharing Pool Handbook Handbook.
- b. Annually perform a test of not less than four hours of the generator output at stabilized operating conditions.
- c. Timely provide Minnkota with all necessary information and performance data to satisfy Minnkota's reporting requirements to MAPP or to another successor organization.
- d. Inform Minnkota within 30 days of major equipment failure of its generator.

- e. Deliver each hour all excess renewable energy generated by the generator to Minnkota.
- f. Under emergency and abnormal conditions, as determined by Minnkota, the undersigned Member shall operate the generator as directed by Minnkota's Control Center.

ARTICLE IV

GENERAL PROVISIONS

4.01 Annual Review of Rates. Minnkota's Board of Directors annually reviews all rates charged by Minnkota for its electrical services, and may at such time adjust its rates so as to adequately cover the costs of such services.

Likewise, in the event that the Minnkota Board of Directors shall from time to time adjust the "Renewable Energy Rate," the undersigned Member agrees that such rates shall be substituted for the rates currently in effect, when such rates shall become effective as to other Minnkota customers. It is understood and agreed by Minnkota and the undersigned Member that such rates shall be based upon the same rate or rate schedule as is offered to other Minnkota customers similarly situated. Minnkota agrees to provide written notice to the undersigned Member no later than thirty (30) days before the rate changes will occur, explaining the rate changes.

4.02 Notices. Any notices, demands or requests required or authorized by this Agreement, from one party to the other, shall be given by personal service or mailed postage prepaid to the attention of the President & CEO, Minnkota Power Cooperative, Inc., P.O. Box 13200, Grand Forks, North Dakota 58208, or to the President and CEO, Cass County Electric Cooperative, Inc., P.O. Box 8, Kindred, North Dakota 58051, or to the undersigned Member at the address indicated below.

4.03 Right of Access. The undersigned Member will give authorized agents and employees of Minnkota and Cass the right to enter its premises whenever necessary to carry out the intent of this Agreement.

4.04 Successors and Assigns. This Agreement shall be binding upon the respective parties, their successors and assigns on and after the effective date hereon. This Agreement shall not be assigned by one party without consent of the other party, which consent shall not be unreasonably withheld.

4.05 Service Availability. Each party shall use due diligence to furnish or purchase the service contracted for under this Agreement, but shall not be liable for failure of such service due to fire, flood, explosion, riot, acts of God, or the public enemy or other matters beyond the control of the parties. Each party shall use due diligence in promptly removing or overcoming the cause or causes of interruption in service to be furnished hereunder. Each party shall have the further right to make necessary alterations that comply with the terms of this Agreement or to make repairs upon its system and to interrupt the service to be furnished hereunder for such purposes when that is necessary, but each party will use due diligence in avoiding such interruptions and restoring such service if the interruption is unavoidable.

4.06 Indemnity. Each party agrees to defend, indemnify and hold harmless the other party against any and all claims, liability, loss, damage or expense caused by or resulting from the negligent acts or omissions of the indemnifying party, its employees or agent. Nothing herein contained shall be construed to create any liability on the part of either party to third persons other than that imposed by law in the absence of this clause.

4.07 Term. This Agreement shall take effect upon execution, and shall remain in full force and effect for the period of one year from said date. However, this contract shall automatically renew on its anniversary

date for additional successive periods of one year each, and shall continue for additional one year terms under the terms and conditions herein contained, provided that either party may cancel this Agreement at any time during the term, by the giving of six months advance notice of its intention to so cancel. If such notice is given, the Agreement shall finally cancel on the first day of May or the first day of November succeeding the six month period of time after notice of termination is given as required by this provision. Such notice shall be in writing, and shall be delivered to the other party at the address shown in this Agreement.

4.08 Regulation. This Agreement and any amendments thereto is subject to all present and future applicable regulatory laws and governmental regulatory bodies having jurisdiction thereof and to the approval of the Administrator of the Rural Utilities Service.

4.09 Billing and Payments. All bills for service supplied pursuant to this Agreement shall be rendered monthly not later than fifteen (15) days after the end of the month or as mutually agreed (but not more often than monthly). All billed amounts shall be paid within fifteen (15) days after the bill is mailed.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its proper corporate officers and its corporate seal to be hereunto affixed as of the day and year first above written.

MINNKOTA POWER COOPERATIVE, INC.

By: _____
President & CEO

ATTEST:

CASS COUNTY ELECTRIC COOPERATIVE, INC.

By: _____
President & CEO

ATTEST:

Member's Signature

ADDRESS:

ATTEST:

EXHIBIT A

DIAGRAM OF INTERCONNECTION [TO BE INSERTED]

EXHIBIT B

RENEWABLE ENERGY RATES

The Renewable Energy Rate to be paid by Minnkota pursuant to this Agreement is currently established as being 4 cents (\$.04) per kWh.