# EXHIBIT A: TRANSACTION CONFIRMATION

# NORTH AMERICAN ENERGY MARKETS ASSOCIATION CONFIRMATION LETTER FOR

**MISO ZONAL RESOURCE CREDITS**

This confirmation letter ("Written Confirmation") shall confirm the Transaction agreed to on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2024 ("Effective Date") between the Municipal Electric Utility of the City of Cedar Falls, Iowa (as "Seller") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (as "Buyer") regarding the sale/purchase of the Product under the terms and conditions as follows:

# Schedule P Product:

Capacity, which for the purposes of this Transaction shall mean "Zonal Resource Credit ("ZRC")", as such term is defined in (i) the Midcontinent Independent System Operator, Inc. ("MISO") Open Access Transmission, Energy and Operating Reserve Markets Tariff as may be amended from time to time ("MISO Tariff'); and (ii) the MISO Resource Adequacy Business Practices Manual as may be amended from time to time ("RA BPM", or together with the MISO Tariff referred to as the "MISO Rules").

For clarification purposes, the Parties acknowledge and understand that, in accordance with the MISO Rules, one ZRC represents one megawatt ("MW") of Seasonal Accredited Capacity that qualifies to satisfy the resource adequacy requirements of Module E-1 of the MISO Tariff.

# Term:

Summer: June I, 2024 through and including August 31, 2024

Fall: September 1, 2024 through and including November 30, 2024

Winter: December 1, 2024 through and including February 28, 2025 Spring: March 1, 2025 through and including May 31, 2025

# Contract Quantity and Contract Price:

The quantity of ZRCs and the applicable Local Resource Zone ("LRZ"), as further described in Attachment VV of the MISO Tariff, associated with such ZRCs for each Planning Year (i.e., June 1st of one year through May 31st of the following year) encompassed by this Transaction, and the Contract Price(s) associated therewith shall be as follows:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Planning Year** | **Season** | **Contract**  **Quantity**  (#of Local  Resource Zone  3 ZRCs) | **Days per Season** | **Contract**  **Price**  ($/MW-Day) | **Purchase Price**  (Days/season x $/MW-Day) |
| 2024-2025 | Summer |  | 92 |  |  |
| 2024-2025 | Fall |  | 91 |  |  |
| 2024-2025 | Winter |  | 90 |  |  |
| 2024-2025 | Spring |  | 92 |  |  |
| **Total** |  |  |  |  |  |

# Special Conditions:

* 1. Delivery and Receipt.

The applicable terms and conditions regarding delivery and receipt of the Product shall be as specified below.

Seller shall accomplish delivery of the full quantity of ZRCs for each applicable Planning Year by submitting the necessary transaction(s) in the Module E Capacity Tracking Tool, or any successor system utilized by MISO for tracking and transferring ZRCs, ("MECT") to electronically transfer such quantity from Seller's MECT account to Buyer's MECT account as soon as possible after the Effective Date but no later than **March 7, 2024** ("Transfer Deadline"). To the extent required, Buyer shall accomplish receipt of the full quantity of ZRCs for each Planning Year by confirming the necessary transaction(s) submitted by Seller. The submitting and confirming of the appropriate transaction(s) in the MECT shall be conducted by the Parties in accordance with the requirements of the MISO Rules and other applicable rules adopted by the MISO regarding the MECT.

In accordance with Section 11.3 of the Tariff, title and risk of loss related to the Product shall transfer from Seller to Buyer when the Product is electronically transferred from Seller's MECT account to Buyer's MECT account in accordance with the requirements specified herein.

* 1. Failures to Deliver and/or Receive.
     1. Sellers Failure to Deliver.

In the event that Seller fails to deliver all or a portion of the Contract Quantity by the Transfer Deadline, and such failure is not excused by Buyer's failure to perform, the Seller shall pay Buyer, within five (5) Business Days of delivery of an invoice to Seller from Buyer an amount equal to the positive difference, if any, obtained by subtracting the Contract Price from the MISO 2024-2025 Planning Resource Auction Zone 3 Auction Clearing Price for the applicable season(s) and multiplying such positive difference, if any, by the portion of the Contract Quantity which the Seller failed to deliver, and further multiplying by the number of days in the season(s).

The invoice from Buyer to Seller for any amount owed by Seller to Buyer pursuant to this provision shall include a written statement explaining in reasonable detail the calculation of such amount.

* + 1. Buyer's Failure to Receive.

In the event that Buyer fails to receive all or a portion of the Contract Quantity by the Transfer Deadline, and such failure is not excused by Sellers's failure to perform, the Buyer shall pay Seller within five (5) Business Days of delivery of an invoice to Buyer from Seller, an amount equal to the positive difference, if any, obtained by subtracting the MISO 2024-2025 Planning Resource Auction Zone 3 Auction Clearing Price for the applicable season(s) from the Contract Price and multiplying such positive difference, if any, by the portion of the Contract Quantity which Buyer failed to receive, and further multiplying by the number of days in the season(s).

The invoice from Seller to Buyer for any amount owed by Buyer to Seller pursuant to this provision shall include a written statement explaining in reasonable detail the calculation of such amount.

* + 1. Limitation of Remedies.

The Parties acknowledge and agree that the remedies set forth herein regarding failures to deliver/receive shall supersede and replace Sections 5.1 and 5.2 of the Tariff with respect to this Transaction only.

* 1. Payment Terms.

Within five (5) Business Days after the electronic designation of the quantity of ZRCs in the MECT is completed, Seller shall provide Buyer with an invoice for the total amount due for the quantity of ZRCs designated by Seller to Buyer. Such invoice shall be due and payable by Buyer on or before the fifth (5th) Business Day after Buyer's receipt of such invoice. The Parties acknowledge and agree that the payment terms described herein shall supersede and replace the payment terms of the Tariff with respect to this Transaction only.

Invoices shall be emailed to Buyer at : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* 1. Warranty of Authority.

Seller hereby warrants that it has all necessary authority, rights and powers to sell the Product to Buyer, including but not limited to any federal tariff or other federal authorization that may be necessary to make a sale in interstate commerce of the Product.

* 1. Change in MISO Documents.

If, during the Term, there occurs a change in the MISO Rules, and such change results in the elimination of, or otherwise has a material adverse effect on, a material right or obligation of a Party, then the Parties shall negotiate in good faith in an attempt to amend this Written Confirmation to accommodate such change in the MISO Rules. Any such amendment shall reflect, as closely as possible, the intent and substance of the economic bargain reached by the Parties prior to such change.

This Written Confirmation, effective as of the Effective Date, is being provided pursuant to and in accordance with the North American Energy Markets Association Capacity and Energy Tariff (the "Tariff') and constitutes part of and is subject to the terms and provisions of the Tariff. Capitalized Terms used but not defined herein shall have the meanings ascribed to them in the Tariff. If not defined herein or in the Tariff, such capitalized terms shall have the meanings ascribed to such terms in the MISO Rules.

**The Municipal Electric Utility of the**

**City of Cedar Falls, Iowa**  **[Buyer]**

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

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

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

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

Phone No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_