

COUNCIL ACTION FORM

SUBJECT: AUTHORIZE PARTICIPATION IN PHASE II OF THE RIDGEPORT WIND ENERGY PROJECT

BACKGROUND:

This project involves the City's possible involvement in a new wind energy supply facility called Ridgeport. The City's goal of participation in this type of venture is to purchase renewable energy from a wind facility to be developed by a private company. The Iowa Association of Municipal Utilities (IAMU) has served as the facilitator for this project, contracted with private firms to locate possible sites for such a facility, and identified a possible developer for the project. Approximately 22 public utilities in Iowa, including Ames, would act as an overall consortium to purchase the renewable energy, should it be developed. This is one of several options the City is exploring for renewable energy at this time. The current project is divided into Phase I and Phase II. In order to keep the project moving forward, and to facilitate the transfer of the assets of the project (and management of the project) from IAMU to the partner utilities, a separate entity, IAMWind is being formed.

Phase I

Phase I of the project was authorized by City Council in March of 2007. The initial authorization was for a cost not to exceed of \$50,600. Phase I was to consist of a site selection for a possible wind farm development. As part of the project, the negotiations for easements were included, but not the actual purchasing of easements. The City's original intent in joining the project was to obtain 14 megawatts of renewable power and this is what the pro-rata cost sharing arrangement was based on.

As participant levels have fluctuated, the City has been able to obtain a potential increase in megawatts to approximately 22 megawatts, which would come with a slight increase in cost. This increase in cost for Phase I was approved by the City Council on October 14. Iowa State would be interested in purchasing approximately 5 of the 22 megawatts which the City is reserving, and will reimburse the City for a portion of the Phase I costs. The City has paid a final invoice of \$27,681.00, which will complete the Phase I assessment. This brings the total cost of the Phase I portion to \$56,138.00. Iowa State University has been billed for its portion of the cost, approximately \$12,750.

Phase II

Phase II of the project is intended to provide information on wind data, environmental assessment of the site, negotiation services to secure a private contractor to provide the generation, permitting, the transmission studies, and financing. The ultimate goal of Phase II would be to provide information to the participating utilities on the feasibility of obtaining generation from the site and the cost of doing so. Again, the intent is for a

private contractor to develop the generation facilities, and the participating utilities will reimburse the private owner for these costs (plus profit margin) through a power purchase agreement that would be in effect for 10 years or more. **At the end of Phase II, the City Council will need to make a decision on whether to enter into the power purchase agreement for a minimum of a 10-year period, or to explore other renewable options which may be more cost-effective.**

Phase II will require the City to enter into a 28E agreement, see Attachment A, which will create the entity called the Iowa Agency for Municipal Wind (IAMWind). As a part of entering into the 28E agreement, the City would also be bound by the terms of the Bylaws (Attachment B) and Participation Agreement (Attachment C) of IAMWind.

IAMWind will facilitate the power purchase agreements between the member utilities and the private owner of the generation, along with the tasks identified as Phase II. These documents are the product of weeks of discussions between the potential utility partners in the project. There has been a great deal of give-and-take in their creation, and compromises on many sections.

At this time it is anticipated that the Ames Municipal Electric System share of the \$1,366,345 Phase II cost would be approximately \$400,800. This total is based on approximately 22 megawatts of participation at \$18,218 per megawatt and a minimum of 75 megawatts being constructed. Iowa State will again share in this cost and will be billed by the City for its share, approximately \$91,100. This leaves the City's share at approximately \$309,700. The anticipated budget and associated tasks for Phase II are shown on Attachment D.

Although many changes and compromises among all of the potential partners have been made over the past weeks in an effort to develop acceptable agreements, the staff still has a number of concerns with various sections of the three documents that the City Council is being asked to approve.

28E Agreement (Attachment A)

- The IAMWind place of business is currently designated as, "City of Ames, Iowa, 502 Carroll Avenue, Ames, Iowa" with the registered agent being "Donald Kom, Director of Electric Services. Staff is still attempting to determine what additional liability or responsibility this confers on the City, if any.
- In Article II(E) of the agreement, the agency is given the ability to issue debt and provide remedies in the event of a default. We are unsure at this time why debt would need to be issued (for what specific purpose) and what the financial ramifications could be for the City. Presumably, Chapters 28E and 476A of the State Code of Iowa prevent the City from being obligated for the debts of any organizations created under those sections. However, that does not mean that those costs may not be passed through to us in the power purchase agreement, for debt that the City might not agree should be issued.

- The 28E mentions “participating public agencies” which may enter into power purchase agreements with IAMWind, but may not be members, and therefore not parties to the 28E. We do not know at this time if those participating agencies will be required to reimburse the original members for any of the costs that they incurred in Phases I or II. This same question applies to other agencies which may become members at a later date (see Article VI).
- Article VI(2) states that a member may withdraw from IAMWind only after a year’s notice and upon payment in full of all debts and obligations, and performance of all contracts. Staff is unclear what other “obligations” the City may be subject to as a member. We are entering this partnership with the assumption that the only financial obligation that a member will have (after Phase II is completed) will be a per megawatt charge reflected in a power purchase agreement approved at a later date by the City Council. Therefore, this reference to other possible “debts and obligations” leads us to believe there are differences in philosophy as to how the project will be financed. The terms of the 28E agreement could commit the entity to debt financing of the project, rather than construction by a private entity. In addition, we are concerned that we may be obligated to complete the terms of a 10- or 20-year power purchase agreement even though additional costs to maintain this agency are not acceptable to us.
- Article VII provides for the 28E to be amended by less than a unanimous consent of the members. The City staff believes that this is neither advisable nor legal under Iowa law. It could lead to a situation where the basic governance of IAMWind, such as the weighted voting by megawatt on the Board, could be altered without the City of Ames’ consent. A significant amount of time has been devoted to including a number of issues that are important to all parties in the current agreement. It would be of great concern that these important issues could be changed once we join.
- Lastly, Article VIII provides for a Board consisting of representatives of each member. Staff is concerned that a 22-member Board may be unworkable. Staff had originally favored a 5-member Board, but that option was not acceptable to many of the smaller utilities.

Bylaws (Attachment B)

- In reviewing the Bylaws document, in Article III, additional members may be added to IAMWind through a one member, one vote approval process. Again, there is no mention of whether new members are bound in any way to reimburse any of the costs incurred by the original funders of Phases I and II.
- Article V of the bylaws outlines the officers of the agency, as well as the Board. The voting membership of the Board is made up of representatives of all member utilities, per Article VIII of the 28E agreement. What is not contained in this section of the Bylaws is the business model that outlines how the officers will accomplish their tasks. For example, will all bills be approved for payment by the Board? Will accounting be in accordance with GAAP? How shall the Secretary

make the minutes of the agency meetings available to the public? Will the Board adopt an investment policy for the Treasurer to follow? Many details of the business model of the organization are unknown at this time. **It is important to note, that all of the State requirements for the City of Ames found in Chapter 384 of the Code of Iowa, and elsewhere in the Code, with respect to investments, accounting for public funds, and availability of public records are obligations for us, whether we are involved in a 28E arrangement or not. Staff is unsure at this point that all of the appropriate safeguards are in place or have been considered.** Staff feels that there has perhaps been insufficient time available to consider all of the details associated with the business model of an organization such as this.

- In Article IX of the Bylaws, the Operating Budget, which will then be charged back to the members through the power purchase agreements, will be approved by the Board. While this is fairly standard, staff wants the Council to be aware that it will not have any authority over the budget for IAMWind (or any amendment thereto) beyond the City's weighted vote on the Board.

The staff had hoped that a private company would operate the wind farm and the only financial obligation from the participating utilities would be to pay for a power purchase agreement for wind energy. It appears from our recent discussions there will be a need for on-going expenses (staff, auditor, insurance, consultants, etc.) to maintain this organization. These costs will be added to our direct wind energy cost in our power purchase agreement.

- Lastly on the Bylaws, again an amendment may occur to this document with a two-thirds majority vote, rather than a unanimous vote. Staff's concern here is similar to the one expressed under the 28E agreement amendment process.

Participation Agreement

- In reviewing the Participation Agreement, the document nowhere actually states that the City is guaranteed its megawatt participation in Ridgeport should the project come to completion and the City wishes to enter into a power purchase agreement. This seems to be simply an oversight.
- On numbered paragraph 5, staff is unclear what costs or penalties could be incurred by IAMWind that would be attributable to one member. More discussion is needed on this issue.
- The Council should note on numbered paragraph 6, that should more funding be required for Phase II tasks and the City Council would decide not to appropriate those additional funds, the City's total megawatt share in the project shall be reduced accordingly. While this seems fair in relationship to other original members, how does this fit with those members or "participants" which may come on board later and were not responsible for any of the Phase I or II costs?

Analysis of Potential Rewards and Risks

Wind Energy Added To Our Portfolio (26 Megawatts)

It is the goal of the City Council to add renewable energy to the City's power portfolio. Should the Ridgeport Project prove to be financially feasible after the Phase II analysis is completed, the City would have the potential to add approximately 22 megawatts of wind energy to its portfolio.

As an additional incentive to participate in Phase II, the City expects to be able to purchase 4 megawatts of wind energy from a wind generating facility currently being built near Carroll, Iowa. (This transaction was developed by IAMU). This wind facility is being built by a private entity that is not affiliated with the Ridgeport project. It is expected that the minimum power purchase agreement for that facility will be 20 years in duration, at an estimated cost of \$43 per megawatt. **It should be noted, however, that a transmission path for getting that power to our system does not exist, and transmission, should it become available, is not included in the \$43 cost.** For comparison purposes, the cost for producing a megawatt of power at our Plant is currently approximately \$35 per megawatt.

Unknown Costs

The unknowns at this time are the final costs for each megawatt hour produced and the ability to schedule transmission to route the power to the City's system. The conclusion of Phase II may result in an anticipated cost per megawatt that is not cost effective for the City, or for other participants. Currently, it is estimated that the cost of power from the Ridgeport facility may be in the range of \$55 to \$62 per megawatt, plus transmission costs. **If a minimum number of participants does not remain in the project at the conclusion of Phase II, the project will not move forward, whether the City of Ames would still be interested or not. Additionally, the Phase II budget is based on figures not obtained through any bid process or quotation process conducted by the City staff; it may be subject to revision without City staff's review.**

No Guaranteed Return For Phase II Investment

Participation in Phase II risks the loss of the City's investment of \$309,700, in addition to the assessment for Phase I services.

ALTERNATIVES:

1. The City Council can approve the attached 28E, Participation Agreement, and Bylaws for the Iowa Agency for Municipal Wind (IAMWind) and authorize up to \$400,800 from the Electric Utility Fund balance to cover the anticipated costs of the Phase II budget. It should be noted that ISU officials have indicated their willingness to reimburse the City \$91,100 for the right to 5 megawatts of the Ridgeport Facility. If this alternative is pursued, the City Council must be prepared for the financial uncertainty that is involved with this venture.

Cedar Falls Utility, another other large municipal utility in the State, has informed us that they have approved the attached documents.

2. The City Council can approve only the Participation Agreement and authorize up to \$400,800 from the Electric Utility Fund balance to cover the anticipated costs of the Phase II budget. It should be noted that ISU officials have indicated their willingness to reimburse the City \$91,100 for the right to 5 megawatts of the Ridgeport Facility. Under this option, the City will not have potential ownership stake in the Ridgeport Wind facility or input on governance of the agency.

Missouri River Energy Services has indicated their preference to pursue this option.

3. Reject the proposal to participate in the proposed Ridgeport Wind facility and seek proposals from other entities to sell wind power to the City of Ames.

MANAGER'S RECOMMENDED ACTION:

The Iowa Association of Municipal Utilities deserves much credit for bringing this complex project to this point. Because of their hard work and leadership, Phase I tasks were completed. Knowing that it is the goal of the City Council to add renewable energy to the City's power portfolio, the Ridgeport facility offers an exciting opportunity worthy of further exploration to determine the financial feasibility for our utility.

From the staff's perspective, the ideal situation will be for a private entity to build and operate a wind facility and sell wind energy to individual electric utilities on a per megawatt basis through a power purchase agreement. It appears that more "due diligence" is needed before the participating utilities will be in a position to determine the cost-effectiveness of this facility. Consequently, it is anticipated that additional work in Phase II is needed before a private entity will take over this project. Since IAMU has decided to hand over leadership of this project, some other entity must assume responsibility for the Phase II tasks.

Staff understands the need to establish this new entity for the Phase II work. However, it has been difficult to create an organization that anticipates operations once Phase II is completed. More analysis is needed in Phase II before the partners can meaningfully discuss where we want to go and how we can get there. Hours of discussions have been held by a number of potential partners in this endeavor and it is clear there are differences of opinions regarding various issues involved with operating this new entity. We have reached a point where we have agreed to disagree.

This is a very difficult recommendation for the staff since we understand the benefit of adding renewable energy to the City's power portfolio. An opportunity to add 26 megawatts to our power portfolio should not be dismissed lightly. However, staff must emphasize that we are uncomfortable with the documents that are being proposed. Changing the wording to satisfy our concerns does not appear to be an alternative.

While the potential benefits of securing 26 megawatts are significant, the following negative aspects involved in this endeavor are significant as well.

- Phase II could require an initial expenditure of up to \$309,700 from the Electric Utility Fund balance with no guarantee that a project will ever be built or that we participate in the facility. In addition, there is no guarantee that Phase II costs will not exceed the original budget.
- Phase II tasks will take a significant amount of time to administer. With no permanent staff for the new entity, we are not sure how the assignments will be accomplished. We do not have additional staff to handle these responsibilities. If staff is hired by IAUWind, our costs for wind energy will be increased by an unknown amount.
- A governing board composed of what could be up to 22 members will be unwieldy.
- The governing board could vote to alter the agreements, incur debt, or financially obligate the Electric Services, as a member, for expenditures that might not benefit our customers. It appears that it will be difficult to withdraw from the venture without first satisfying our portion of the obligation.
- It should be emphasized that even if the wind project is proven financially feasible, there is no guarantee that transmission will be available or constructed at a reasonable cost to our customers.

Staff has attempted to highlight the some of the risks and rewards associated with this joint venture. If the City Council believes the rewards outweigh the risks then, Alternative #1 should be supported.

AGREEMENT CREATING
IOWA AGENCY FOR MUNICIPAL WIND
UNDER IOWA CODE CHAPTERS 28E AND 476A

BE IT REMEMBERED that for the mutual promises, covenants, considerations and agreements herein contained that the Ames Municipal Electric System ("Ames"), the Municipal Electric Utility of the City of Cedar Falls, Iowa ("CFU") and the South Iowa Municipal Electric Cooperative Association ("SIMECA") have entered into the following Agreement under Iowa Code chapters 28E and 476A creating the IOWA AGENCY FOR MUNICIPAL WIND.

ARTICLE I.

NAME

The name of this Agency shall be:

IOWA AGENCY FOR MUNICIPAL WIND

The Agency's principal place of business shall be City of Ames, Iowa, 502 Carroll Avenue, Ames, Iowa 50010, and registered agent shall be Donald Kom, Director of Electric Services, City of Ames, Iowa, 502 Carroll Avenue, Ames, Iowa 50010.

ARTICLE II.

PURPOSES AND POWERS

Section 1. The purpose of the Iowa Agency for Municipal Wind (IAMWind) is to provide a means by which municipal utilities and other qualified political subdivisions engaged in the generation and distribution of electric energy may jointly and cooperatively exercise powers, privileges, and authority and proceed:

- A. to establish an entity for the purchase of wind power for resale to its members and participating public agencies; IAMWind shall not be operated for private profit but shall be operated for the public purposes stated herein and in the Bylaws and to do all lawful acts consistent with those purposes; and
- B. to accept easements and make payment for said easements, to allow for the construction of a wind power production facility by a private developer; and
- C. to negotiate such agreements which will govern the contractual relationship between the IAMWind members and the private wind power developer; and
- D. to enter into power purchase agreements with the members and participating public agencies; and

- E. to borrow money and issue bonds and to provide remedies in the event of default, and the right to receive funds from the members and participating public agencies; and
- F. to exercise other powers conferred by Iowa Code Chapters 28E and 476A as deemed necessary by the Board of Directors of IAMWind.

Section 2. IAMWind is a public body corporate and politic and separate legal entity exercising public and essential governmental functions to provide for the public health, safety and welfare. IAMWind shall have and exercise all powers available for joint undertakings under Iowa Code Chapters, 28E and 476A. All expenditures and indebtedness incurred by IAMWind and any liabilities of any kind whatsoever of IAMWind shall be obligations of IAMWind and shall not become obligations of any of the members. Any indebtedness incurred by IAMWind shall not directly or indirectly or contingently obligate the state of Iowa, or any member of IAMWind, to levy or pledge any form of taxation or to make any appropriation for the payment of such indebtedness. Nor shall the payment of any such indebtedness constitute a debt, liability or obligation of the state of Iowa or any member of IAMWind. No member of IAMWind, nor any official, director, officer, contractor, agent or employee of IAMWind, past, present or future, shall be individually or personally liable for the observance or performance of any of the terms, conditions or provisions hereof or for any claims, losses, damages, costs, injury and liability of any kind, nature or description arising from the actions of IAMWind or the actions undertaken pursuant to this Agreement; provided, however, that nothing herein shall relieve any such person from the performance of any official duty provided hereby or by applicable provision of law. All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, all pension, relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, employees or other representatives of a member when performing their respective functions within the territorial limits of their public agency, shall apply to them to the same degree and extent while engaged as a Director, officer, agent, employee or other representative of the Agency or while engaged in the performance of any of their functions or duties under the provisions of this Agreement whether within or outside of the boundaries of the applicable member.

Section 3. IAMWind shall have all powers necessary to carry out its purposes, including the power to hire such employees, agents, or servants as may be deemed necessary, engage consultants, including accountants, financial advisors, attorneys, engineers and such other consultants as may be deemed necessary or prudent, to hold, acquire, dispose of, transfer, encumber or otherwise manage real, personal, mixed or other forms of property, to enter into contracts and to issue debt or other obligations as may be determined to be necessary or prudent.

Section 4. Except as expressly provided by law or as set forth in this Agreement, the powers of IAMWind are vested in the Board of Directors.

Section 5. All funds coming under control of IAMWind shall be invested in full compliance with law including Iowa Code sections 12B.10 and 12B.10A through 12B.10C (2008) or successor laws.

Section 6. The Board of Directors may, from time to time, prescribe charges to be made to each Member or Participant for rates or charges for contracted services which shall be billed to the Members through the Power Purchase Agreement on a per Megawatt basis.

Section 7. Any contract between a Member and IAMWind shall be authorized, entered into, executed and delivered by the Member in the same manner as its other contracts.

ARTICLE III
DISSOLUTION AND LIQUIDATION

Section 1. IAMWind may dissolve or liquidate only upon payment in full of its debts and obligations and upon compliance with and performance of all its contracts and agreements to the extent that it holds assets sufficient to allow for such payments and compliance.

Section 2. In the event of dissolution or other liquidation of assets of IAMWind, its assets shall be applied and distributed as follows:

A. Any remaining assets shall be transferred or conveyed exclusively for the purposes of IAMWind or participating members in accordance with the plan of distribution approved by the Board of Directors of IAMWind.

B. Only municipal utilities and eligible political subdivisions participating in the year of dissolution may receive any benefit as a result of dissolutions or liquidation of IAMWind.

ARTICLE IV

DURATION

IAMWind shall have perpetual duration and shall commence on the date of filing of record with the Secretary of State of the State of Iowa.

ARTICLE V

BYLAWS

The Board of Directors shall adopt bylaws for operation of IAMWind which may contain provisions for establishing an executive committee, electing and designating responsibilities of officers and providing for indemnification from obligation or loss of officers and directors incurred as a result of their office.

ARTICLE VI

MEMBERSHIP

Section 1. Any City Utility organized as a political subdivision under Iowa law or the law of any other State, or any entity composed of two or more City Utilities existing under the laws of this State or any other State, to the extent allowed by the law governing the organization of such entity, may

become a member in the IAMWind by making application for membership and agreeing to comply with and be bound by this Agreement, the bylaws of IAMWind, and such other rules and regulations as may from time to time be adopted by the Board of Directors of IAMWind. No membership shall be transferable, and all certificates of membership shall be surrendered to IAMWind upon voluntary withdrawal by members

Section 2. Members of IAMWind may voluntarily withdraw from membership upon giving one year's written notice to the Board of Directors of IAMWind and upon payment in full of all debts and obligations to IAMWind, and upon compliance with and performance of all contracts with IAMWind. Such notice may be waived by the Board of Directors for good cause shown.

Section 3. The withdrawal of a member of IAMWind shall not impair any contracts, debts, obligations, or liabilities of IAMWind, or any such contracts, debts, obligations, or liabilities of any member to IAMWind..

ARTICLE VII

AMENDMENT OF AGREEMENT

This Agreement may be amended only by consent and approval of both sixty percent of the Members on a one-member, one-vote, and sixty percent of the Member's MW participating in the agency, at a meeting called for that purpose upon thirty (30) days' notice in writing to each Member, and upon the filing of said amendment with the Secretary of State of the State of Iowa, as by law provided. Voting shall be weighted according to the number of Megawatts of Project Participation subscribed by each Member.

ARTICLE VIII

DIRECTORS

Section 1. The Directors of IAMWind shall be composed of one Director appointed by each Member. Each Director shall be an active employee or serve on the governing body of the Member and shall serve only upon the terms prescribed by the Member or its power supply agency. Each member may appoint an alternate director to act in the absence of the director."

Section 2. No director of IAMWind shall receive any dividend, distribution, or compensation for IAMWind; proved reasonable expenses incurred in the service of IAMWind may be reimbursed.

Section 3. The Board of Directors shall act as a Committee of the Whole with weighted voting on all issues. The voting of each Director shall be weighted according to the number of Megawatts of Project Participation subscribed by the Member appointing that Director. The Board may appoint non-voting Directors.

AMES MUNICIPAL ELECTRIC SYSTEM

Signature

Printed Name

Title

Date

MUNICIPAL ELECTRIC UTILITY OF THE
CITY OF CEDAR FALLS, IOWA

Signature

Printed Name

Title

Date

SOUTH IOWA MUNICIPAL ELECTRIC
COOPERATIVE ASSOCIATION

Signature

Printed Name

Title

Date

BYLAWS OF
IOWA AGENCY FOR MUNICIPAL WIND

ARTICLE I
Purposes

The Iowa Agency for Municipal Wind (the “Agency” or “IAMWind”) will have the purposes stated in the Agreement Creating the Iowa Agency for Municipal Wind pursuant to Iowa Code Chapters 28E and 476A (the “Agreement”).

ARTICLE II
Limitation on Powers

The Agency shall be subject to the following limitations:

- a. The Agency shall engage only in activities that are expressly authorized by the Agreement by which it was created.
- b. No Members of the Agency shall be liable for the indebtedness of any other Member, nor liable for any amount for any purpose in excess of the assessments made against that Member.

ARTICLE III
Membership

SECTION 1. Requirements for Membership. Any city, city utility, or organization composed of cities or city utilities or other public entity, whether organized under the laws of this or any other state as allowed by Iowa law may become a Member, by:

- a. Making a written application for membership therein, and submitting a duly authorized Participation Agreement;
- b. Adopting and agreeing to comply with and be bound by the Agreement and these Bylaws;
- c. Paying the fees, rates and charges established by the Board of Directors; and
- d. Acceptance by the Board of Directors on a one member, one vote basis.

SECTION 2. Membership Certificates. Membership in the Agency shall be evidenced by a membership certificate which shall be in such form and shall contain such provisions as shall be determined by the Board of Directors. Such certificate shall be signed by the Chair and by the Secretary of the Agency.

ARTICLE IV
Meetings of Members

SECTION 1. Annual Meeting. An annual meeting of the Members shall be held each year, beginning with the year 2009, at such place in the State of Iowa, as shall be designated in the notice of the meeting, for the purpose of electing Directors, passing upon reports for the previous fiscal year and transacting such other business as may come before the meeting. It shall be the responsibility of the Board of Directors to make adequate plans and preparations for the annual meeting. Failure to hold the annual meeting at the designated time shall not work a forfeiture or dissolution of the Agency.

SECTION 2. Special Meetings. Special meetings of the Members may be called by resolution of the Board of Directors, or upon written request signed by twenty percent (20%) or more of all the Members, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. Special meetings of the Members may be held at any place in the State of Iowa specified in the notice of the special meeting.

SECTION 3. Notice of Members' Meeting. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting or an annual meeting at which business requiring special notice is to be transacted, the purpose or purposes for which the meeting is called, shall be delivered not less than ten days nor more than twenty-five days before the date of the meeting, either personally or by mail, by or at the direction of the Secretary of the Agency, or upon the Secretary's failure to do so, by any Director, to each Member. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his address as it appears on the records of the Agency, with postage thereon prepaid..

SECTION 4. Authorized Representative. At all meetings of the Members, each Member shall be represented by its representative duly authorized in writing. Each such representative shall be appointed and may be removed by the Member.

SECTION 5. Quorum. A majority of the Members and a majority of the MW participation in the agency shall constitute a quorum.

SECTION 6. Voting. Each Member shall vote with respect to matters where Members are entitled to vote based upon each Member's Megawatt level of project participation, including fractions of a Megawatt. All decisions require approval by a majority of the total MW participating in the agency.

SECTION 7. Proxies; Mail Voting; Electronic Meetings. Voting by written proxy or by mail shall not be permitted. However, the Agency may conduct meetings by electronic means in accordance with Iowa law.

SECTION 8. Order of Business. The order of business at the annual meeting of Members and, so far as possible, at all other meetings of the Members, shall be essentially as follows:

- a. Report on the Members which are represented (by representatives duly authorized in writing) in order to determine the existence of a quorum.
- b. Reading of the notice of the meeting and proof of the due publication or mailing thereof, or the waiver or waivers of notice of the meeting, as the case may be.
- c. Reading of unapproved minutes of previous meetings of the members and the taking of necessary action thereon.
- d. Presentation and consideration of reports of officers, Directors and committees.
- e. Appointment or Certification of Director by each Member.
- f. Unfinished business.
- g. New business.
- h. Adjournment.

ARTICLE V
Directors and Officers

SECTION 1. BOARD OF DIRECTORS.

(1) Directors. The governing body of the Agency shall be the Board of Directors (the "Board"). The Board shall be the administering agency of this Agreement and, as such, shall be vested with all the powers of the Agency to execute, administer, and amend these Bylaws, in accordance with the purposes set forth herein.

(2) No Compensation. Directors shall not receive any compensation for serving as Directors but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a Director if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

SECTION 2. OFFICERS; DUTIES; OFFICIAL BOND.

(1) Officers.

The Initial Board shall elect a Chair, Vice Chair, Secretary, and Treasurer, and any other officers of the Agency by majority weighted vote of the Board. The Vice Chair shall function as the Chair in the absence of the Chair. The Chair or other officer or Board member of the

Agency, authorized by Board resolution, is authorized to execute any and all Bonds, contracts, agreements, instruments and other documents on behalf of, and in the name of, the Agency. The Secretary shall attest to the signature of an officer on any such Bond, contract, agreement, instrument and other document when required to do so by Board resolution and shall perform the normal duties of the secretary of an organization such as the Agency, including maintaining custody of the records of the Board and the Agency. The Chair shall implement the policy decisions and the directives of the Board. The Chair, Vice Chair, Secretary and Treasurer, shall have such other powers, duties and responsibilities as shall be determined by the Board.

(2) Treasurer.

The Treasurer is designated as the depository of the Agency to have custody of all money of the Agency from whatever source derived. Subject to the provisions of any trust agreement and any contracts authorized by the Board for the lease, operation or custody of Agency property, the Treasurer is designated as the public officer or person who has charge of, handles, and has access to all property of the Agency.

The Treasurer shall file an official bond with the Secretary of the Agency in an amount determined from time to time by the Board. If and to the extent permitted by law, the Treasurer may satisfy this requirement by filing an official bond in at least said amount obtained in connection with another public office so long as such official bond includes coverage of the Treasurer as such officer of the Agency.

(3) Other Officers.

The Board shall have the power to appoint from time to time such other officers, agents, employees, counsel, contractors, and accountants, and to specify their respective powers, duties and responsibilities, as it may deem necessary or convenient.

(4) Delegation.

The Board shall have the power, to the extent permitted by Chapters 28E and 476A of the Iowa Code, or any other applicable law, to delegate any of its functions to one or more Directors, officers, employees, contractors, or agents of the Agency, and to cause any of said Directors, officers, employees, contractors, or agents to take any actions for and in the name and on behalf of the Board or the Agency.

SECTION 3. MEETINGS OF THE BOARD.

(1) Open Public Meetings Act.

All meetings of the Board, including regular, adjourned regular, special, and adjourned special meetings shall be scheduled, called, noticed, held and conducted in accordance with the provisions of Chapter 21 of the Iowa Code.

(2) Regular Meetings.

The Board shall hold at least one regular meeting during each Fiscal Year.

(3) Special Meetings.

Special meetings of the Board for any purpose or purposes may be called at any time by the Chair or a majority of Directors then in office. Special meetings of the Board may be held at any time specified in the notice of the meeting which is consistent with the notice and other provisions of Chapter 21 of the Iowa Code.

(4) Minutes.

The Secretary of the Agency shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be delivered to each Director.

(b) Quorum.

A majority of the weighted voting of the Directors shall constitute a quorum for the transaction of business. No action may be taken by the Board except upon the affirmative vote of a majority of the weighted voting by Directors. Regardless of the number of Directors present in person, a quorum shall require that 51 per cent or more of the total Megawatts of project participation shall be present and voting. All decisions require approval by a majority of the total MW participating in the agency.

SECTION 4. RULES AND REGULATIONS.

The Agency may adopt, from time to time, by resolution of the Board, such rules and regulations for the conduct of its meetings and affairs as the Board determines are necessary or convenient.

SECTION 5. ACCOUNTS AND REPORTS.

A. BOOKS AND RECORDS.

All funds of the Agency shall be strictly accounted for in books of account maintained by, or on behalf of, the Agency which shall report all receipts and disbursements of Agency funds. The Agency shall establish and maintain such funds and accounts as may be required by good accounting practice and by any trust agreement for outstanding Bonds (to the extent such duties are not assigned to Directors under the trust agreements). The books and records of the Agency shall be open to inspection at all reasonable times by each Member.

The Agency shall require that any trust agreement provide that the trustee appointed thereunder shall establish suitable funds and furnish suitable financial reports in connection with the funds held by such trustee.

B. AUDIT.

The Treasurer shall cause an independent audit to be made of the books of account and financial statements of the Agency for each Fiscal Year, and shall cause such financial statements and audit to be filed and reported, in compliance with any requirements of Chapters 28E and 476A of the Iowa Code. Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section shall be borne by the Agency and, to the extent not paid from funds provided pursuant to one or more of the Agency's projects or programs, shall be a charge against any unencumbered funds of the Agency available for that purpose.

SECTION 6. FUNDS.

Subject to the applicable provisions of any financing documents related to outstanding obligations of the Agency, which may provide for a trustee to receive, have custody of and disburse funds that constitute Agency funds, the Treasurer of the Agency shall receive, have the custody of and disburse Agency funds pursuant to such accounting procedures as may be approved by the Board, and shall make the disbursements necessary or convenient in carrying out any of the provisions or purposes of this Agreement.

SECTION 7. CONTRIBUTIONS AND ADVANCES.

Without limiting the power of the Agency to accept contributions from persons other than the Members, contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Agency by the Members hereto for any of the purposes of this Agreement. Any advance of funds by a Member may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Agency and the Member making such advance.

SECTION 8. INDEMNIFICATION.

To the full extent permitted by law, the Board may authorize indemnification by the Agency of any person who is or was a Director, or an officer, employee or other agent of the Agency, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Director, officer, employee, contractor, or other agent of the Agency, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Agency and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of any action by or in the right of the Agency, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Notwithstanding any provisions of law to the contrary, no Member shall have a right of contribution from any other Member for any judgment for damages caused by a negligent or wrongful act or omission of such first Member occurring in the performance by it or by the Agency of the provisions of this Agreement.

SECTION 9. BONDS OF OFFICERS. The Treasurer and any other officer or agent of the Agency charged with responsibility for the custody of any of its funds or property shall give bond in such sum and with such surety as the Board of Directors shall determine. The Board of Directors in its discretion may also require any other officer, agent or employee of the Agency to give bond in such amount and with such surety as it shall determine. The Agency shall bear the cost of bond premiums.

SECTION 10. COMPENSATION. The powers, duties and compensation of agents and employees shall be fixed by the Board of Directors.

SECTION 11. REPORTS. The officers of the Agency shall submit at each annual meeting of the members reports covering the business of the Agency for the previous fiscal year. Such reports shall set forth the condition of the Agency at the close of such fiscal year.

ARTICLE VI

Assets; Project Asset Pools; Liability

SECTION 1. Tangible or intangible property, contract rights or other assets owned or controlled by the Agency shall be held for the benefit of all Members and qualified public agency participants.

SECTION 2. Subject to the terms of individual contracts or project documents, the obligations of each Member under separate contract or project agreement(s) are a several and not a joint obligation of the Members or project participants and are strictly limited to the payment obligations of the individual Members.

ARTICLE VII

Disposition of Property

The Board of Directors of the Agency, without authorization by the Members, shall have all of the powers of the Agency conferred by the Agreement creating the Agency acquire and dispose of property.

ARTICLE VIII

Committees

SECTION 1. Executive Committee. The Board of Directors may by resolution appoint an Executive Committee. The Executive Committee shall serve at the pleasure of the Board of Directors and shall exercise such powers as the Board may by resolution delegate, including without limitation, responsibility for the general direction of the Agency when the Board of Directors is not in session.

SECTION 2. Other Committees. The Board of Directors may in its discretion create and authorize the establishment of other committees as necessary to assist in the supervision and control of the Agency's affairs and to provide advice to the Board of Directors.

ARTICLE IX
Financial Transactions

SECTION 1. Contracts. Except as otherwise provided in these Bylaws, the Board of Directors may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name and on behalf of the Agency, and such authority may be general or confined to specific instances.

SECTION 2. Checks, Drafts, Other Financial Instruments. All checks, drafts or other orders for the payment of money, and all notes, bonds, obligations or other evidences of indebtedness issued in the name of the Agency shall be signed by such officer or officers, agent or agents, employee or employees of the Agency and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 3. Deposits and Investments. All funds of the Agency shall be deposited from time to time to the credit of the Agency in such bank or banks as the Board of Directors may select or invested in accordance with the laws of Iowa.

SECTION 4. Fiscal Year. The fiscal year of the Agency shall begin on the first day of January of each year and end on the thirty-first day of December of the same year.

SECTION 5. Operating Budget. In accord with the Agreement creating the Agency the Board shall establish an annual operating budget for the fiscal year that includes all estimated expenses and all estimated sources of revenue. The Board of Directors shall establish and provide for collection of operating expenses and administrative costs from the Members and from any non-member project participants sufficient to collect such amounts as will in the aggregate be not less than budgeted expenditures, plus adequate provision for contingencies and reserves. Such provision shall be allocated based on the level of megawatt participation by each Member or project participant in a manner consistent with Article II, Section 6 of the 28E Agreement. Expenditures of IAMWind shall be limited to budgeted expenditures and any approved amendments thereof.

ARTICLE X
Miscellaneous

SECTION 1. Membership in Other Organizations. The Agency may become a member of any other organization to which it may lawfully belong upon the affirmative vote of a majority of the members of the Board of Directors.

SECTION 2. Waiver of Notice. Any Member or Director may waive in writing any notice of a meeting required to be given by these Bylaws. The attendance of a Member or Director at any meeting shall constitute a waiver of notice of such meeting by such Member or Director, except in case a where a Member or Director shall attend a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting has not been lawfully called or convened.

ARTICLE XI
Amendments

These Bylaws may be amended by a two-thirds majority weighted vote of the Board of Directors at any regular or special meeting provided no amendments shall be considered unless all Directors are provided notice of the proposed amendment at least thirty (30) days prior to any meeting at which the amendment is to be considered.

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IOWA AGENCY FOR MUNICIPAL WIND PARTICIPATION AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2008, by and between IOWA AGENCY FOR MUNICIPAL WIND ("IAMWind"), a public power agency organized and existing under the laws of the State of Iowa, and _____, acting through and on behalf of the governing body. ("Participant"):

WHEREAS, IAMWind was created pursuant to Iowa Code Chapters 28E and 476A to provide a means by which municipal utilities and other qualified political subdivisions engaged in the generation and distribution of electric energy may jointly and cooperatively exercise powers, privileges and to establish reliable supplies of renewable energy from wind, to purchase and sell electric power and energy, purchase or construct facilities and otherwise exercise all powers conferred by Iowa Code Chapters 28E and 476A, including Sections 476A.20 through 476A.36, Code of Iowa, 2007, as amended; and

WHEREAS, the parties to this Agreement recognize that in order to expeditiously accomplish the goals of the respective parties hereto, and in order to obtain the benefits intended, it is necessary and desirable to enter into this Agreement and to have IAMWind act on behalf of Participant; and

WHEREAS, it is anticipated that IAMWind will assume that certain Project Development Agreement (the "Project Agreement") dated _____, 2008 between JW PRAIRIE WIND POWER, LLC, a Kansas limited liability company authorized to do business in the State of Iowa ("JWPW") and IOWA ASSOCIATION OF MUNICIPAL UTILITIES, an Iowa nonprofit corporation ("IAMU"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, IAMU has entered into the Project Agreement in its own name and for the benefit of its members that have agreed to participate in the development of joint municipal wind projects, including the Participant; and

WHEREAS, in consideration for the obligations described in the Project Agreement, and in cooperation with IAMU, JWPW has provided and will continue to provide certain Development Services (as defined in the Project Agreement) for a proposed wind energy project located near Ridgeport, in Boone County, Iowa (the "Ridgeport Project"); and

WHEREAS, in connection with the Phase 1 Development Services and the Phase 2 Development Services (each as defined in the Project Agreement), JWPW and IAMU have acquired and developed, and will continue to acquire and develop, certain real estate rights and other property (real, personal and intellectual), assets, permits, wind data, intangibles and contract rights related to the Ridgeport Project for the benefit of Participant (except as otherwise specified herein, all such property and assets collectively, the "Ridgeport Project Assets"); and

WHEREAS, it is anticipated that IAMWind will assume the rights, duties and obligations of IAMU under the Project Agreement; and

WHEREAS, it is anticipated that Participant may become a member of IAMWind; and

WHEREAS, in connection with the performance by JWPW of the Development Services, Participant shall be responsible for its pro rata share (as hereinafter determined) of the Phase 1 Expenses, the Phase 2 Expenses (as these terms are defined and used in the Project Agreement) and any unanticipated cost overruns as described in the Project Agreement (collectively, herein referred to as the "Obligations") subject to the provisions described herein. This Participation Agreement shall be interpreted as a "cost not to exceed" and cost overruns, if any, shall be subject to the approval of the governing body of the Participant; and subject to the IAMWind budget amendment and approval process.

WHEREAS, it is the desire of the Participant to have IAMWind act as agent to coordinate certain aspects of generation and distribution of electric energy in order to enhance opportunities and to invest in mutually agreeable system projects; and

WHEREAS, IAMWind desires to act as agent for the Participant for the purpose of coordination and planning of generation and distribution of electric energy between the members of IAMWind.

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, IAMWind and Participant agree as follows:

1. IAMWind shall act for the benefit of Participants in certain transactions relating to the Ridgeport Project pursuant to the Project Agreement. IAMWind shall implement the protocols on behalf of Participant, and shall represent the interest of the Participant with respect to the Ridgeport Project pursuant to the Project Agreement.
2. IAMWind shall ensure that the planning and implementation of the Development Services described in the Project Agreement and in Exhibit B be carried out in accordance with the terms of the Project Agreement and any subsequent amendments thereto for the benefit of the Participant.
3. IAMWind, upon assumption of the Project Agreement, agrees to perform and comply with the terms, provisions, covenants and conditions of the Project Agreement, and not to take action or permit anything to be done which would result in a default or breach of the Project Agreement. Participant hereby consents to take necessary action within its control in order to prevent a default under the Project Agreement by IAMU or IAMWind, provided that this provision does not require the Participant to appropriate additional funds.
4. Participant agrees that it will supply IAMWind with accurate data as needed for IAMWind to meet requirements of the Project Agreement, and shall maintain the requested protocols and procedural information under the Project Agreement.
5. In the event that costs or penalties are incurred by IAMWind by reason of any action or failure of action in relation to the Project Agreement attributable directly to any Participant, said costs or penalties shall be chargeable to that Participant.
6. Participant's pro rata share of the Obligations shall be initially based upon the budget of the Ridgeport Project which is attached hereto as Exhibit B. Such pro rata share shall be calculated based upon each Participant's commitment to purchase generated electric power from the Ridgeport Project (which commitment shall be submitted in writing to IAMWind upon execution of this Agreement) divided by the total commitments from all

Participating Utilities. Each Participant shall pay to IAMU its pro rata share of the Phase 1 Expenses on the date of this Agreement, and shall pay to IAMWind its pro rata share of the Phase 2 Expenses within 30 business days of written request of same. To the extent any unanticipated cost overruns are incurred under the Project Agreement, each Participant's payment of its respective pro rata share for such amounts shall be subject to further approvals, if any, as are required by the applicable policies and procedures of the applicable city council or board of trustees of such Participant. It is further agreed that except as expressly set forth in this Agreement, the Participant shall have no further obligation for sums due in connection with the Ridgeport Project. If the participant's governing body does not authorize additional payments for its pro rata share for cost overruns, the participant's MW share of the total project shall be reduced proportionately.

7. In the event the Participant has timely paid its pro rata share of the Obligations in accordance with this Agreement, Participant shall be entitled to participate in that certain wind energy project located in Carroll County, Iowa (hereinafter, the "Carroll Project"), provided Participant has signed this agreement on or before December 31, 2008
8. Nothing in this Agreement shall be construed to create joint or several liability of a party or a Participant for the acts, omissions or obligations of another.
9. This Agreement shall be governed by the laws of the State of Iowa. Exclusive jurisdiction and venue shall be in the Iowa District Court in Polk County.
10. This Agreement may be terminated or amended from time to time by an instrument or instruments in writing signed by IAMWind and Participant, provided that all Participants shall be subject to the same obligations and receive the same benefits. Provided that this Agreement shall not be terminated or cancelled but shall remain in effect so long as IAMWind is acting in any capacity on behalf of Participant under the Project Agreement.
11. This Agreement shall require not less than 70 Megawatts of commitment from Participating Utilities to the Ridgeport Project. If a minimum of 70 Megawatts of commitment are not obtained on or before October 31, 2008, a Participant may withdraw, without liability, by written notice to IAMWind received not later than November 30, 2008.
12. This Agreement is contingent upon the irrevocable assignment to IAMWind as assignee, of all right title and interest in and to the assets of the Ridgeport project, including easements, data, studies or property in any form by IAMU as assignor, and by JWPW, as assignor, not later than October 31, 2008.
13. This Agreement is contingent upon the irrevocable assignment to IAMWind, as assignee, of one certain letter of intent for development of the Carroll Area Wind Farm and all rights, participation and benefits thereof, by IAMU, as assignor, and by IPPA, as assignor, not later than October 31, 2008.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed on the date first above written.

IOWA AGENCY FOR MUNICIPAL WIND
("IAMWind")

By _____
Chair

ATTEST:

Secretary

Participant

By _____
Mayor/Chairman

ATTEST:

Clerk/Secretary

PHASE 1 COSTS:				
CATEGORY		COST	Income	
INCOME				
As of July 9 2008				
Income Billed			\$ 275,000	
ISEPA not received			\$ (64,675)	
Cash received				\$ 210,325
Additional cash from invoicing Ames, Breda, CFU and SIMECA for increased shares			\$93,131	
TOTAL of cash received plus additional contributions				\$ 303,456
COSTS				
	FY 07-08	FY 08-09		Total
Telephone	106.34	\$ 500		\$ 606
Frederikson and Byron portion		\$ 26,220		\$ 26,220
Catering	\$ 278	\$ 256		\$ 534
Wind Utility consulting (met tower data, transmission help)		\$ 6,641		\$ 6,641
MISO deposits	\$ 70,000			\$ 70,000
Legal (Ahlers) estimate		\$ 5,000		\$ 5,000
miscellaneous IAMU expenses	\$ 3,443	\$ 906		\$ 4,349
Payment to JWPW		\$ 46,021		\$ 46,021
TOTAL IAMU costs	\$ 84,943	\$ 85,543		\$ 170,486
Total costs as of Aug 28 2008	\$ 158,771	\$ 85,543		\$ 244,314
Yet to pay to JWPW at signing of Phase 2 agreement				\$ 76,988
IAMU total costs for Phase 1 excluding Frederikson and Byron				\$ 321,302
Difference between income and expenses (Loss or shortfall)				(\$17,845)
NOTE:				
CONTINGENT FUTURE LIABILITY PAYMENT IF THE PROJECT GOES FORWARD				
Potential refunds to Muscatine, Pocahontas and Algona at 80% of Phase 1 dues		\$ (31,044)		

PHASE 2 COSTS:			
JWPW		JWPW Services	
Land Leases and/or Options for Land Leases		\$ 25,000	
Project Map			
WindPro Production Analysis (3 power curves)		\$ 5,000	
Landowner/Project Map Updates		\$ 5,000	
Wind Data			
Wind Report from Meteorologist		\$ 20,000	
Operation of Met Towers (3 years)			
Met Tower Site Rents (3 years)		\$ 15,000	
Met Tower Service (3 years)		\$ 15,000	
Environmental Assessment			
Environmental General Consult		\$ 10,000	
Wetlands delineation review		\$ 20,000	
Archaeological/Cultural site surveys - first order		\$ 25,000	
Archaeological/Cultural site surveys -thorough (opt'l)		\$ 45,000	
Geotechnical evaluations (preliminary)		\$ 30,000	
Avian studies (Raptors, migratory, endangered)		\$ 25,000	
Bat study (if necessary)		\$ 30,000	
Vegetation Study (if necessary)		\$ 30,000	
Sound/noise/microwave study		\$ 25,000	
Visual study (if necessary)		\$ 20,000	
Mitigation Reserve			
Environmental contingencies		\$ 30,000	
Budget			
Phase 2 Budget preparation and revisions		\$ 5,000	
Economic Modeling and Support (Project Spreadsheet)		\$ 9,500	
Wind Turbine procurement negotiations		\$ 20,000	
Finance			
Solicit Financing & Prepare Finance Book		\$ 31,500	
Transfer of Easements		\$ 20,000	
Due diligence, as required (estimate)		\$ 20,000	
Permitting			
State and Local (CUP, Road Agreements, other)		\$ 25,000	
Federal (FCC, FAA, other?)		\$ 13,000	
Public Outreach		\$ 10,000	
Other Duties/Contingency (~20%)		\$ 100,000	
Total JWPW		\$629,000	\$ 629,000

OTHER PHASE 2 COSTS			
WIND UTILITY CONSULTING		WUC	WUC
Economic modeling and support		\$ 10,000	
Land			
met tower data acquisition		\$ 5,000	
transmission consulting		\$ 15,000	
financing		\$ 10,000	
contingency		\$ 8,000	
Total WUC			\$ 48,000
TRANSMISSION		TRANSMISSION	TRANSMISSION
MISO TRANSMISSION		\$ 200,000	
AMES TRANSMISSION		\$ 175,000	
MEC TRANSMISSION		\$ 100,000	
Total Transmission studies			\$ 475,000
IAMU participants other costs		IAMU	IAMU
financing		\$ 30,000	
attorney fees		\$ 50,000	
Earl Cummings review		\$ 26,500	
meeting expenses		\$ 10,000	
contingency		\$ 80,000	
Total IAMU			\$ 196,500
TOTAL PHASE 2 COSTS			\$ 1,348,500
Phase 2 including Phase 1 overrun			\$ 1,366,345
		MW	
\$/MW FOR PHASE 2 (if most participants continue and MW commitments equal)		100	\$ 13,663
\$/MW FOR PHASE 2 (absolute maximum assessment for Phases I / II if MW commitments equal)		75	\$ 18,218