

RESOLUTION NUMBER 7296

WHEREAS, on December 21, 2015, the City of Beatrice, Nebraska ("City") entered into a Market-Based Rate Partial Requirements Electric Service Agreement ("Agreement") with AEP Energy Partners, Inc. ("AEP"); and

WHEREAS, on February 6, 2017, the City and AEP executed the First Amendment to the Agreement; and

WHEREAS, the City and AEP desire to execute a Second Amendment to the Agreement to add a new Day Ahead Price Sensitive Bid process to accommodate a new retail load for Radiant Tech, LLC, d/b/a Value Hash.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BEATRICE, NEBRASKA:

SECTION 1. That the Mayor and City Clerk of the City of Beatrice, Nebraska are hereby authorized to execute the Second Amendment to the Agreement with AEP Energy Partners, Inc. to add a new Day Ahead Price Sensitive Bid process to accommodate a new retail load for Radiant Tech, LLC, d/b/a Value Hash. A copy of said Second Amendment, marked as Exhibit "A", is attached hereto and incorporated herein by reference.

SECTION 2. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 6th day of May, 2024.

Attest:


Erin Saathoff, CMC, City Clerk


Robert Morgan, Mayor

Exhibit "A"

**SECOND AMENDMENT TO MARKET-BASED RATE PARTIAL REQUIREMENTS
ELECTRIC SERVICE AGREEMENT**

THIS SECOND AMENDMENT is made effective March 6, 2024, by and between AEP ENERGY PARTNERS, INC. ("Company") and CITY OF BEATRICE, NEBRASKA ("Customer"). Each of Company and Customer are sometimes referred to herein as a "Party" and collectively as the "Parties".

- A. **WHEREAS**, Customer and Company are Parties to that certain Market-Based Rate Partial Requirements Electric Service Agreement dated as of December 21, 2015 and First Amendment dated February 6, 2017 (collectively the "Agreement"); and
- B. **WHEREAS**, the Parties mutually desire to amend the Agreement to add a new Day Ahead Price Sensitive Bid process to accommodate a new retail load of Customer, Value Hash;

NOW THEREFORE, in consideration of the mutual promises, conditions, and covenants contained in the Agreement, including this Amendment hereto, the Parties agree as follows:

1. Addition of a new Section 3.7.

"3.7 Day Ahead Price Sensitive Bid.

For each month during the Delivery Period, Customer may send Company a request to submit a "Day Ahead Price Sensitive Bid". The Day Ahead Price Sensitive Bid shall be due 5 business days prior to the start of the applicable month and be sent to bid_dev_gen_resources@aepes.com. The Day Ahead Price Sensitive Bid shall include the up to price and MW for each hour of the day. Customer shall be entitled to request a change to the monthly Day Ahead Price Sensitive Bid _____ per month and in order for the schedule to be changed, the schedule change must be received _____ prior to the operating day and the change must be acknowledged by Company via a return e-mail to _____ (insert any group boxes for Beatrice and Value Hash here). Company reserves the right in its sole discretion not to submit the Day Ahead Price Sensitive Bid for any reason. At the end of each business day, Company shall send to _____ (insert any group boxes for Beatrice and Value Hash here) the results of the Cleared Price Sensitive Day Ahead Energy for the following day. Customer's retail load shall not be required to operate at the energy level equal to its Cleared Price Sensitive Day Ahead Energy, but Customer shall be responsible for any credits or charges associated with the load deviation and all other SPP charges associated with the Value Hash retail load.

Customer agrees to provide Company the Value Hash Metered Energy for every 5-minute interval of the month by 3 business days following the end of each month. This information will be used by Company for billing as applicable with Section 4.2, but also to assist in removing the Value Hash load from Beatrice's other retail load for load forecasting purposes.

2. **Amendment to Energy Charge in Section 4.2.** A new Paragraph shall be added to the end of Section 4.2:

“In addition to the Energy Charge for Partial Requirements Electric Service, Company shall charge an “Administrative Fee” equal to the summation for every interval during the applicable Billing Period equal to the greater of a) Cleared Price Sensitive Day Ahead Energy and b) Value Hash Metered Energy multiplied by _____.”

Except as expressly modified herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Second Amendment has been duly executed by the Parties hereto.

CITY OF BEATRICE, NEBRASKA

AEP ENERGY PARTNERS, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



AGENDA ITEM

Subject: Resolution executing the Second Amendment to Agreement with AEP Energy Partners, as recommended by BPW

For Agenda of: May 6, 2024

Exhibit(s):

Date Submitted: May 1, 2024

Recommend a resolution to execute the Second Amendment to the Agreement with AEP Energy Partners, Inc., to add a new Day Ahead Price Sensitive Bid process to accommodate a new retail load for Radiant Tech, LLC, d/b/a Value Hash, to the Mayor and City Council

Tobias J. Tempelmeyer, City Administrator/General Manager, explained to the Board the City recently sold some ground in the Industrial Park to Value Hash and Value Hash is in the process of getting their business up and running. Tempelmeyer further explained Value Hash's business requires a significant amount of electricity and this amendment to the Agreement with AEP Energy Partners, Inc., is for AEP to add a new day ahead price sensitive bid process to accommodate Value Hash's electrical load for their business.

Chairman Moran inquired whether the City's current infrastructure could handle the extra load from Value Hash's business and if this arrangement would impact the rate the City pays for AEP's services. Pat Feist, Electric Superintendent, stated the City's infrastructure can handle Value Hash's load. Feist noted AEP's services to Value Hash will not affect the City's rates with AEP.

Moved by Hartley, seconded by Baehr, that the Mayor and City Council execute the Second Amendment to the Agreement with AEP Energy Partners, Inc., to add a new Day Ahead Price Sensitive Bid process to accommodate a new retail load for Radiant Tech, LLC, d/b/a Value Hash.

Roll Call: Yea: Baehr, Hartley, Leech, Moran
Nay: None

MOTION CARRIED.