

R-16-04 – Special Call

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A FIRST AMENDMENT TO POWER SUPPLY AGREEMENT WITH WM RENEWABLE ENERGY, LLC; AND FOR OTHER PURPOSES.

WHEREAS, WM Renewable Energy, LLC (“WMRE”) is the owner of an electric generating facility that is fueled by landfill gas and is located at the Two Pines Recycling and Disposal Facility in Jacksonville, Arkansas; and

WHEREAS, authorized by Resolution NO. 6865 adopted December 12, 2005, the City of North Little Rock (“the City”) entered into a Power Supply Agreement with WMRE for the purchase of electric power and energy produced by the Two Pines generating facility, and the parties now desire to amend said agreement; and

WHEREAS, it is in the best interests of the City and its residents that the City enter into an amendment to the Power Supply Agreement with WMRE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the Mayor and City Clerk are hereby authorized to enter into a First Amendment to Power Supply Agreement between the City of North Little Rock and WM Renewable Energy, LLC (said agreement being substantially similar in form and content as Exhibit “A” attached hereto).

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Joe A. Smith

SPONSOR:

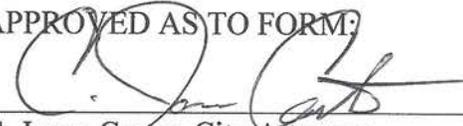
ATTEST:



Mayor Joe A. Smith

Diane Whitbey, City Clerk

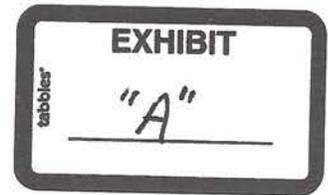
APPROVED AS TO FORM:



C. Jason Carter, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/b

FIRST AMENDMENT TO
POWER SUPPLY AGREEMENT
BETWEEN
CITY OF NORTH LITTLE ROCK, ARKANSAS
AND
WM RENEWABLE ENERGY. LLC



This First Amendment ("First Amendment") to that certain Power Supply Agreement Between City of North Little Rock, Arkansas and WM Renewable Energy, LLC dated December 19, 2005 ("Agreement") is entered into as of the ____ day of December, 2015, by and between WM Renewable Energy, LLC, a Delaware limited liability company with principal offices located at 1001 Fannin Street, Suite 4000, Houston, Texas 77002 ("WMRE"), and the City of North Little Rock, Arkansas, an Arkansas municipal corporation with principal offices located at 1400 W Maryland Ave., North Little Rock, Arkansas 72120 ("City"). Unless otherwise defined herein, capitalized terms shall be given their respective meanings as set forth in the Agreement.

RECITALS

WHEREAS, Seller is the owner of an electric generating facility ("Facility") that is fueled by landfill gas and is located at the Two Pines Recycling and Disposal Facility in Jacksonville, Arkansas;

WHEREAS, the City purchases electric power and energy from Seller pursuant to the Agreement;

WHEREAS, the City and WMRE wish to amend the Agreement as set forth below in this First Amendment.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the City and WMRE agree as follows:

1. Article 2 of the Agreement is amended to read:

The Term of this Agreement shall commence as of the date hereof and shall end at midnight on December 31, 2017, and thereafter shall automatically be extended for a maximum of ten consecutive periods of twelve months, each of which shall end at midnight on December 31 of the applicable year. City and WMRE each shall have the right to terminate this Agreement as of midnight on December 31, 2017 or midnight on December 31 of any of the ten extension terms described above, by

delivering a notice of termination to the other party no later than one hundred twenty (120) days before the date of termination.

2. Sections 4.1, 4.2 and 4.3 are deleted from the agreement in their entirety.
3. Section 4.1 is replaced by the following:

For each megawatt-hour of electric energy delivered to the City hereunder, the City shall pay to WMRE an amount equal to City's avoided load purchased from the Midcontinent Independent System Operator (MISO) Energy Market, as defined for the applicable hour by the City's Day-Ahead & Real-Time load-weighted Locational Marginal Price at its load CP Node (EAI.NLRLD). Additionally, the City shall pay to WRME an amount equal to the value of Facility's Zonal Resource Credits, whose accreditation as a Load Modifying Resource is determined by the MISO's Resource Adequacy business rules, based on the applicable MISO Planning Year's Planning Resource Auction results at the applicable Local Resource Zone 8.
4. Section 4.2 is re-numbered as Section 4.2.
5. This First Amendment may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same amendment.
6. This First Amendment shall be effective immediately upon execution by both the City and WMRE.
7. Except as specifically provided in this First Amendment, the Agreement is ratified and confirmed in each and every respect, and the Agreement continues in full force and effect.

IN WITNESS WHEREOF, this First Amendment has been executed as of the date first mentioned in this First Amendment for and on behalf of the City of North Little Rock, Arkansas by its Mayor and his signature witnessed by the City Clerk of the City of North Little Rock and the seal of the City of North Little Rock attached hereto, and further this First Amendment has been executed as of the date first mentioned in this First Amendment for and on behalf of WM Renewable Energy, LLC, by its Vice President.

WM RENEWABLE ENERGY, LLC

By: _____

Name: _____

Title: Vice President

CITY OF NORTH LITTLE ROCK

By: _____

Name: _____

Title: Mayor

Attest: _____

Name: _____

Title: City Clerk