

**RESOLUTION NO. R-20-19**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE AGREEMENT BETWEEN THE VILLAGE OF CAMPTON HILLS, KANE COUNTY, ILLINOIS AND MC SQUARED ENERGY SERVICES, LLC RELATED TO THE VILLAGE ELECTRIC AGGREGATION PROGRAM**

**WHEREAS**, the Village of Campton Hills, Kane County, Illinois (the “*Village*”) is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

**WHEREAS**, the Village and MC Squared Energy Services, LLC (the “*MC Squared*”) entered into an *Agreement to Provide Full-Requirements Electricity Supply and Related Services for an Electric Aggregation Program*, dated August 2, 2019, (the “*Agreement*”) for purposes of administering the Village Electric Aggregation Program; and

**WHEREAS**, Village and MC Squared desire to execute an amendment to the Agreement, a copy of which is attached hereto and made a part hereof as Exhibit A (the “*Amendment*”), in order to extend the term for 12 months and to update applicable rates and civic contributions during the extended term; and

**WHEREAS**, the Village President and Board of Trustees of the Village of Campton Hills (the “*Corporate Authorities*”) deem it advisable and in the best interest of the health, safety and welfare of the residents of the Village to authorize the execution of the Amendment.

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Campton Hills, Kane County, Illinois, as follows

**Section 1.** That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

**Section 2.** The Amendment, a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented, with such necessary non-material changes as determined by either the Village President, with such changes and revisions therein contained being approved by execution and delivery of such Amendment by the Village President.

**Section 3.** The Village President and Village Clerk are hereby authorized and directed to execute and deliver the Agreement and any and all other documents necessary to implement the provisions, terms and conditions thereof, as therein described.

**Section 4.** That the officials and officers of the Village are further hereby authorized to undertake actions on the part of the Village as contained in the Agreements to complete satisfaction of the provisions, terms or conditions stated therein

**Section 5.** If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

**Section 6.** All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

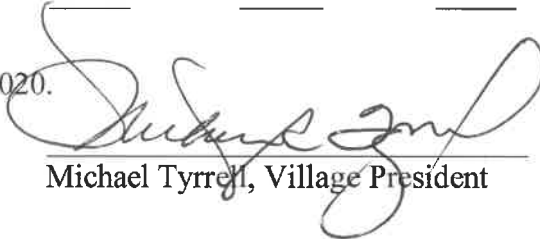
**Section 7.** This Resolution shall be in full force and effect upon its passage, approval, and publication in the manner provided by law.

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Passed this 1<sup>st</sup> day of September, 2020, pursuant to a roll call vote as follows:

	AYES	NAYES	ABSENT	ABSTAIN
Trustee Darlene Bakk	_____	_____	_____✓	_____
Trustee Susan P George	_____✓	_____	_____	_____
Trustee Jim McKelvie	_____✓	_____	_____	_____
Trustee Mike Millette	_____✓	_____	_____	_____
Trustee Michael O'Dwyer	_____	_____	_____✓	_____
Trustee Wendy K. White Eagle	_____✓	_____	_____	_____
President Michael Tyrrell	_____	_____	_____	_____

APPROVED this 1<sup>st</sup> day of September, 2020.

  
Michael Tyrrell, Village President

(SEAL)

ATTEST:

  
Lynn Baez, Village Clerk

Exhibit A

*Amendment*

## **EXTENDED TERM AGREEMENT AMENDMENT NO. 1**

This Extended Term Agreement Amendment No. 1 (hereinafter the "ETA No. 1"), is entered as of this 19th day of August 2020 between the Village of Campton Hills, Kane County, Illinois, an Illinois municipal corporation (hereinafter the "Village") and MC Squared Energy Services, LLC (hereinafter the "Supplier") (each a "Party" and collectively, the "Parties").

WHEREAS, Supplier and Village are the Parties to a Master Power Supply Agreement dated August 2, 2019 (hereinafter the "MPSA" which is hereby incorporated by reference)

WHEREAS, pursuant to the terms of the MPSA, including Section 5.1, the Parties mutually wish to amend the MPSA to extend the term of the MPSA, modify the applicable rates for the extended term, and provide for an updated civic contribution.

NOW, THEREFORE, the Parties agree as follows:

1. All initially capitalized terms in this ETA No.1, including terms appearing in the Amended Exhibit C No.1, not otherwise defined herein, shall have the same meanings as defined in the MPSA.
2. The Parties agree to replace Exhibit C of the MPSA with Amended Exhibit C No.1 to reflect the mutually agreed extended term of twelve (12) months, modification to applicable rates for the extended term and civic contributions.
3. The Parties agree that by executing this ETA No.1, Extended Term will last until October 1, 2021, subject to future mutual extensions.
4. Except for the provisions of this ETA No. 1, inclusive of Amendment Exhibit C No. 1, all the terms, covenants and conditions of the MPSA and all the rights and obligations of the Parties thereunder, shall remain in full force and effect, and are not otherwise altered, amended, revised or changed. In the event of any conflict between the terms of the MPSA and the terms of this ETA No. 1, inclusive of Amendment Exhibit C No. 1, the terms of this ETA No. 1 shall control.
5. This ETA No. 1, inclusive of Amendment Exhibit C No. 1, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The parties hereto expressly acknowledge that this ETA No. 1 may be transmitted by facsimile machine or scanned e-mail for execution and that a facsimile copy, or scanned e-mail, and/or any photocopy of a facsimile copy or scanned e-mail of the signature of any party shall be a valid, binding and enforceable signature of said party as if it were an original signature of said party; and it shall not be a defense to the enforcement of any party's covenants hereunder that the other party hereto does not possess an original signature of the party against whom enforcement of this ETA No. 1 is sought.

*(Signature Page to Follow)*

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the date first written above.

Supplier: MC Squared Energy Services, LLC

Municipality: Village of Campton Hills

Signed:

Signed:

\_\_\_\_\_

\_\_\_\_\_

Printed/Typed Name:

Printed/Typed Name:

Charles Sutton

\_\_\_\_\_

Title:

Title:

President

\_\_\_\_\_

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

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

Attest:

Attest:

Signed

Signed

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Printed/Typed Name:

Printed/Typed Name:

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**AMENDED EXHIBIT C No.1**

**PRICE AND TERM**

Eligible Customers as defined in MPSA Section 2.13 includes all residential and small commercial Aggregation customers within the Municipality excluding customers served by other alternative retail electric suppliers (ARES) including pending “with RES” status, and customers served under ComEd’s Hourly Tariffed supply service (Rate RRTP) and Rate RTOUPP.

Eligible Customers in subsequent opt-out cycles will be placed on Supplier service or Tariffed Service as defined in MPSA Section 2.39 of the Agreement (i.e. ComEd default tariff supply service) based on Supplier’s criteria including the customer’s usage patterns and wholesale market conditions. Eligible Customers will be assessed the same Customer Class Price and will continue to receive monthly invoice statements from ComEd without regard to whether they are served by Supplier or on Tariffed Service.

Eligible Customer Class Price: Variable rate equal to the ComEd published tariff supply service costs including the Purchased Electricity Charges (PEC), Transmission Service Charges (TSC) and the Purchased Electricity Adjustment (PEA) for each applicable month for the Term of the Agreement.

Termination Fee for Withdrawing Customers:  
No Early Termination Fee - \$0 per utility account.

Delivery Term: Twelve (12) Months

Oct 2020 – Oct 2021	Percent of RECs:	0 %
	Civic Contribution:	\$50,000

Supplier will provide an annual \$50,000 Civic Contribution to the Village per Term. The Civic Contribution will be payable half upfront within 30 days after the last meter read cycle of the first delivery month (i.e. October 2020 delivery month will be paid in December 2020) and the remainder will be paid monthly.

In addition to every other right or remedy provided to the Municipality under this Agreement, Supplier may terminate or the Village and the Supplier may mutually agree to an adjustment of the annual Civic Contribution payment to the Village if the number of accounts that supplier serves under this agreement falls below the higher of 645 accounts or 20% of the total number of accounts reported by ComEd pursuant to Rate GAP, because it would not be financially viable to continue funding below such number.

Supplier: MC Squared Energy Services, LLC

Municipality: Village of Campton Hills

Signed:

Signed:

\_\_\_\_\_

\_\_\_\_\_

Printed/Typed Name:

Printed/Typed Name:

Charles Sutton

\_\_\_\_\_

Title:

Title:

President

\_\_\_\_\_

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

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

Attest:

Attest:

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Signed

Signed

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