

RESOLUTION NO. R-21-07

A RESOLUTION AUTHORIZING THE EXECUTION OF AN EXTENDED TERM AGREEMENT BETWEEN THE VILLAGE OF CAMPTON HILLS, KANE COUNTY, ILLINOIS AND MC SQUARED ENERGY SERVICES, LLC.

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 (“*MC Squared*”) entered into a Master Power Supply Agreement on August 2, 2019, whereby MC Squared provided electricity supply and related services to eligible customers within the Village. *See Agreement attached hereto as Exhibit A*; and

WHEREAS, the Village and MC Squared entered into Extended Term Agreement No. 1 on August 19, 2020, whereby the Village and MC Squared continued the Master Agreement through on October 1, 2021. *See Extended Term Agreement No. 1, attached hereto as Exhibit B*; and

WHEREAS, MC Squared has requested the Village enter into Extended Term Agreement No. 2, extending the Master Agreement through October 22, 2022, under essentially the same terms as the initial Master Agreement. *See Extended Term Agreement No. 2, attached hereto as Exhibit C*; and

WHEREAS, the parties desire to renew the Agreement pursuant to the terms of Extended Term Agreement No. 2. *See Exhibit C*; 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 enter into Extended Term Agreement No. 2 with MC Squared.

NOW, THEREFORE, BE IT ORDAINED 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. That Extended Term Agreement No. 2, a copy of which is attached hereto and made a part hereof as Exhibit C, is hereby agreed to, accepted and ratified.

Section 3. That Extended Term Agreement No. 2 is hereby approved in substantially the form presented to the Village Board, and that the Village President is hereby authorized to execute the Agreement on behalf of the Village.

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 Extended Term Agreement No. 2 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.

Passed this 20th day of April 2021, pursuant to a roll call vote as follows:

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

APPROVED this 20th day of April 2021.



Michael Tyrrell, Village President

(SEAL)

ATTEST:



Lynn Baez, Village Clerk

Exhibit A

Master Power Supply Agreement

Exhibit B

Extended Term Agreement No. 1

Exhibit C

Extended Term Agreement No. 2

EXTENDED TERM AGREEMENT AMENDMENT NO. 2

This Extended Term Agreement Amendment No. 2 (hereinafter the "ETA No. 2"), is entered as of this 21st day of April 2021 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.

NOW, THEREFORE, the Parties agree as follows:

1. All initially capitalized terms in this ETA No.2, including terms appearing in the Amended Exhibit C No.2, 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.2 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.2, Extended Term will last until October 1, 2022, subject to future mutual extensions.
4. Except for the provisions of this ETA No. 2, inclusive of Amendment Exhibit C No. 2, 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. 2, inclusive of Amendment Exhibit C No. 2, the terms of this ETA No. 2 shall control.
5. This ETA No. 2, inclusive of Amendment Exhibit C No. 2, 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. 2 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. 2 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.

AMENDED EXHIBIT C No.2

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 2021 – Oct 2022

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 2021 delivery month will be paid in December 2021) 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

Signed: _____

Printed/Typed Name:
Charles C. Sutton

Title:
President

Date: _____

Attest:

Signed _____

Printed/Typed Name: _____

Title: _____

Municipality: Village of Campton Hills

Signed: _____

Printed/Typed Name:

MICHAEL R TYRRELL

Title:

PRESIDENT

Date:

7.22.2021

Attest:

Signed _____

Printed/Typed Name:

LYNN BAEZ
Title: Village Clerk