

ORDINANCE NO. 1979-21

ORDINANCE AUTHORIZING RENEWAL OF AGGREGATION PROGRAM FOR ELECTRICAL LOAD AND APPROVING EXTENDING THE MASTER POWER SUPPLY AGREEMENT WITH MC SQUARED ENERGY SERVICES, LLC

WHEREAS, Under Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-1, et seq., (the “Act”) a municipality may operate an electric aggregation program as an opt-out program for residential and small commercial retail customers, if a referendum is passed by a majority vote of the residents pursuant to the requirements under the Act; and

WHEREAS, the Village of Itasca, Illinois (“Village”) submitted the question to referendum on March 20, 2012 and a majority of the electors voting on the question voted in the affirmative; and

WHEREAS, the Village subsequently implemented its initial opt-out aggregation program in 2012 and subsequently renewed through October 2021; and

WHEREAS, the Corporate Authorities hereby find that it is in the best interest of the Village to continue to operate the aggregation program under the Act as an opt-out program and to extend the contract with the Village’s current supplier, MC Squared Energy Services, LLC, for a three (3) year term ending October 31, 2024, pursuant to the terms of the Act.

NOW THEREFORE, BE IT ORDAINED by the Village President and the Board of Trustees of the Village of Itasca, DuPage County, Illinois, as follows:

SECTION ONE: That the Preamble of this Ordinance is declared to be true and correct and is incorporated by reference herein.

SECTION TWO:

- A. Pursuant to Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-1, et seq., (the “Act”) the Corporate Authorities of the Village are hereby authorized to aggregate, in accordance with the terms of the Act, residential and small commercial retail electrical loads located within the corporate limits of the Village, and for that purpose may solicit bids and enter into service agreements to facilitate for those loads the sale and purchase of electricity and related services and equipment.
- B. The Aggregation Program for the Village shall continue to operate as an opt-out program for residential and small commercial retail customers.
- C. As an opt-out program, the Corporate Authorities of the Village shall fully inform residential and small commercial retail customers in advance that they have the right to opt-out of the Aggregation Program before the resident or commercial account is renewed. The disclosure and information provided to the customers shall comply with the requirements of the Act.

D. The Corporate Authorities hereby grant the Mayor, or his/her designee the specific authority to execute a contract extending the agreement with Mc Squared Energy Services, LLC without further action by the Corporate Authorities and with the authority to bind the Village.

SECTION THREE: SEVERABILITY. The various provisions of this Ordinance are to be considered as severable, and if any part or portion of this Ordinance shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of the Ordinance.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Resolutions and Ordinances in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

	Trustee Aiani	Trustee Gavanas	Trustee Leahy	Trustee Linsner	Trustee Madaras	Trustee Powers	Mayor Pruyn
Aye	<input checked="" type="checkbox"/>	<input type="checkbox"/>					
Nay	<input type="checkbox"/>	<input type="checkbox"/>					
Absent	<input type="checkbox"/>	<input type="checkbox"/>					
Abstain	<input type="checkbox"/>	<input type="checkbox"/>					

APPROVED and ADOPTED by the Village President and Board of Trustees of the Village of Itasca this 1st day of June, 2021.

APPROVED:


Village President Jeffery J. Pruyn

ATTEST:


Village Clerk Jody Conidi



EXTENDED TERM AGREEMENT AMENDMENT NO. 1

This Extended Term Agreement Amendment No. 1 (hereinafter the "ETA No. 1"), is entered as of this 1st day of June, 2021 between the Village of Itasca, DuPage 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 July 8, 2020 and amended June 1, 2021 (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 extend the term of the MPSA.

NOW, THEREFORE, the Parties agree as follows:

1. The Parties agree to replace Exhibit A with Amended Exhibit A to reflect the mutually agreed extended term of Thirty-six (36) months.
2. The Parties agree that by executing this ETA No.1, Extended Term will last until October 2024, subject to future mutual extensions.
3. Section 4.7 to read as follows: "Upon request of either the Municipality Village or Supplier, Supplier agrees to implement a second (supplemental) mailing at the Supplier's cost to new residents 12 months after the beginning of a 24-month term agreement, and also a third mailing at 24 months, if a 36-month term is selected. Each of these mailings will be at the option of the Municipality or Supplier."

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 Itasca

Signed:

Signed:

 _____

Printed/Typed Name:
Charles C. Sutton

Printed/Typed Name:
Jeff Pruyn

Title:
President

Title:
Mayor

Date: _____

Date: 6/1/21

Attest:

Signed _____

Printed/Typed Name: _____

Title: _____

Attest:

Signed  _____

Jody Conidi
Printed/Typed Name: _____

Village Clerk
Title: _____

AMENDED EXHIBIT A

PRICE AND TERM

Eligible Customers as defined in Section 2.11 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).

Eligible Customers in the initial and subsequent opt-out cycles will be placed on Supplier service or Tariffed Service as defined in Section 2.38 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 Fees - \$0 (zero) per utility account

Delivery Term: Thirty-six (36) months

Oct 2021 – Oct 2024

Percent of RECs:	0%
Civic Contribution:	\$45,000 annually

Supplier will provide an annual \$45,000 Civic Contribution to the Village per Term. The Civic Contribution will be payable in equal monthly installment payments of \$3,750/month to the Village within 30 days after the last meter read cycle of each delivery month (i.e. October 2021 payment will be paid in December 2021).

In addition to every other right or remedy provided to the Municipality under this Agreement, Supplier may terminate or mutually agree to adjust the monthly Civic Contribution payment to the Village if the number of accounts that supplier serves under this agreement falls below the higher of 1,835 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 Itasca

Signed:

Signed:

Printed/Typed Name:

Printed/Typed Name:

Charles C. Sutton

Jeff Pruyn

Title:
President

Title: Mayor

Date: _____

Date: 6/1/21

Attest:

Attest:

Signed _____

Signed _____

Printed/Typed Name: _____

Jody Condi
Printed/Typed Name: _____

Title: _____

Village Clerk
Title: _____