

ORIGINAL

RENEWAL OF POWER SUPPLY AGREEMENT BETWEEN THE VILLAGE OF OAK PARK AND MC SQUARED ENERGY SERVICES, LLC DATED AUGUST 6, 2018 TO PROVIDE FULL-REQUIREMENTS ELECTRICITY SUPPLY AND RELATED SERVICES FOR THE VILLAGE'S AGGREGATION PROGRAM

THIS RENEWAL OF THE POWER SUPPLY AGREEMENT DATED AUGUST 6, 2018 (hereinafter "Renewal") between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter the "Village"), and MC Squared Energy Services, LLC, an Illinois limited liability company (hereinafter "Supplier"), is entered into this 29th day of July, 2019 (collectively referred to as the "Parties").

RECITALS

WHEREAS, the Parties entered into an Power Supply Agreement dated August 6, 2018 ("Agreement") for the Supplier to provide full-requirements electricity supply and related services for the Village's Agreement Program; and

WHEREAS, the Parties seek to renew the Agreement pursuant to Section 5.1 of the Agreement to extend its term through October 2021 as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto agree as follows:

1. **RECITALS INCORPORATED.** The above recitals are incorporated herein as though fully set forth.
2. **RENEWAL OF AGREEMENT.** The Agreement between the Parties is hereby renewed pursuant to the terms of the Agreement from the date of this Renewal through October 2021 meter read dates. Any additional extension of the Agreement shall be by a written agreement approved and executed by the Parties.
3. **AMENDED EXHIBIT C.** Exhibit C of the Agreement shall be substituted and replaced with the new Amended Exhibit C attached hereto and incorporated herein by reference.
4. **OTHER PROVISIONS OF THE AGREEMENT TO REMAIN IN EFFECT.** All other terms and conditions of the Agreement shall remain in full force and effect.
5. **COUNTERPARTS; FACSIMILE OR PDF/EMAIL SIGNATURES.** This Renewal shall be executed in counterparts, each of which shall be considered an original and together shall be

one and the same Agreement. A facsimile or pdf/email copy of this Renewal and any signatures thereon will be considered for all purposes as an original.

6. **EFFECTIVE DATE.** This Renewal shall be effective on the last date of its execution by one of the parties as reflected below.


IN WITNESS WHEREOF, the parties hereto have caused this Renewal to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK


By: Cara Pavlicek
Its: Village Manager


Dated: 8/1, 2019

ATTEST


By: Vicki Scaman
Its: Village Clerk


Dated: 8/1, 2019

MC SQUARED ENERGY SERVICES, LLC


By: CHARLES C. SUTTON
Its: PRESIDENT

Dated: July 29, 2019

ATTEST


By: ANN DE BORTOLI
Its: DIRECTOR OF SALES AND MARKETING

Dated: July 29, 2019

**REVIEWED AND APPROVED
ASTORIA**


**JUL 29 2019
LAW DEPARTMENT**

AMENDED EXHIBIT C

PRICE AND TERM

Eligible Customers include all residential and small commercial customers within the Village excluding customers served by: i) other alternative retail electric suppliers; and, ii) customers served on Basic Electric Service (Rate BESH) or any successor variable hourly energy supply tariff approved by the ICC by ComEd or any successor entity.

Eligible Customers in the subsequent opt-out cycles will be placed on either the Eligible Customer Class Price or Rate Basic Electric Service (Rate BES). The assignment of Eligible Customers to either the Eligible Customer Class Price or Rate BES will be determined by the Supplier in a manner that guarantees that all Eligible Customers - regardless of rate placement are served at rates equal to the published monthly Rate BES plus the Purchased Electricity Adjustment Factor.

Special Services: The Supplier will provide to the Village monthly payments to be deposited into the Village's Community Choice Aggregation Fund equal to \$0.003/kWh for all metered kilowatt-hours delivered to Eligible Customers for each month between the October 2019 billing date and the October 2021 billing date (24 payments). Said \$0.003/kWh shall not be in addition to the Eligible Customer Class Price or Rate BES to be charged to Eligible Customers. Each monthly payment shall be paid to the Village within thirty (30) days after the last monthly meter read cycle. Effective upon commencement of the Extended Term, in addition to every other right or remedy provided to the Village under this Agreement, Supplier shall notify the Village if the number of accounts that supplier serves under this MPSA falls below the higher of 6,000 accounts or twenty-five percent (25%) of the total number of accounts reported by ComEd pursuant to Rate GAP, because it would not be financially viable to continue the funding below such number. Supplier and the Village may mutually agree in writing to adjust the monthly payment to the Village's Community Choice Aggregation Fund.

The Supplier shall maintain for a minimum of two (2) years following the latter of the expiration or termination of this Agreement, or longer if required by law, adequate books, records, and supporting documents to verify the disbursements of the monthly payments to the Village in conjunction with this Agreement. All books, records and supporting documents related hereto shall be available for inspection, copying and audit by the Village, or any duly authorized Village representative, and the Supplier shall cooperate fully to accomplish any such audit.

At the Village's request, the Supplier will facilitate a mutually agreed upon program for the provision of subscriptions from community solar projects located within the ComEd service region in accordance with the Illinois Power Agency (IPA) Adjustable Block Program Marketing and Consumer Disclosure requirements currently in effect.

Termination Fee for Withdrawing Customers:

No Early Termination Fees - \$0 (zero) per utility account

Delivery Term:

Initial Term:

Twelve (12) Months – Period of October 2018 to October 2019

Extended Term:

Twenty-four (24) Months – Period of October 2019 to October 2021