



ORDINANCE NO. 1988-19

AN ORDINANCE AUTHORIZING THE EXECUTION OF A CERTAIN  
MASTER POWER SUPPLY AGREEMENT

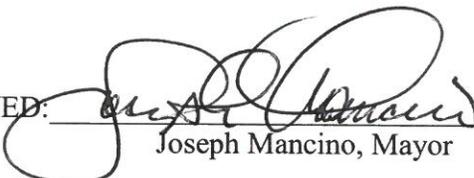
BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Mayor and Village Clerk be, and the same are, are hereby authorized to execute a certain Agreement with MC Squared, in substantially the form attached hereto as Exhibit "A", and, by this reference, made a part hereof.

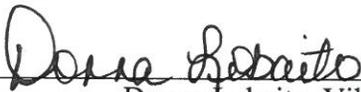
The foregoing Ordinance was adopted by a roll call vote as follows:

AYES: Kaiser, Rosik, Riess, Corrigan, Dimaggio, David

NAYS: 0

ABSENT AND NOT VOTING: 0

APPROVED:   
Joseph Mancino, Mayor

ATTEST:   
Donna Lobaito, Village Clerk

ADOPTED: November 25, 2019

APPROVED: November 25, 2019

## MASTER POWER SUPPLY AGREEMENT

### AGREEMENT BY AND BETWEEN THE VILLAGE OF HAWTHORN WOODS AND MC SQUARED ENERGY SERVICES, AN ILLINOIS LIMITED LIABILITY COMPANY TO PROVIDE FULL-REQUIREMENTS ELECTRICITY SUPPLY AND RELATED SERVICES FOR AN ELECTRIC AGGREGATION PROGRAM

This Agreement (hereinafter the "Agreement"), is entered as of November 27, 2019 (hereinafter the "Effective Date") between the Village of Hawthorn Woods, Illinois, an Illinois municipal corporation (hereinafter the "Municipality") and MC Squared Energy Services, LLC (hereinafter the "Supplier") (each a "Party" and collectively, the "Parties").

#### RECITALS

- A. The Municipality has established an Electricity Aggregation Program (hereinafter the "Program") pursuant to the Aggregation Ordinance and the Aggregation Statute and will conduct the Program as an opt-out program pursuant to the Aggregation Ordinance and the Aggregation Statute.
- B. In order to identify qualified suppliers of electricity for the Program, the Northern Illinois Municipal Electric Collaborative ("NIMEC") conducted a Request for Qualifications and Joint Power Supply Bid process.
- C. The purpose of this Agreement is for the Supplier to provide the Full-Requirements Electricity Supply Services and the Program Implementation Services as defined herein (collectively, the "Services") to all Eligible Customers who choose not to opt out of the Program throughout the Term of this Agreement at the Price established in this Agreement.
- D. The Supplier acknowledges and agrees that it has all certifications, authorizations, qualifications, and approvals necessary pursuant to the Requirements of Law to sell Full-Requirements Electricity Supply to Eligible Customers pursuant to this Agreement, including without limitation that:
  1. Supplier is certified by the Illinois Commerce Commission as a Retail Electric Supplier and is authorized to sell Full-Requirements Electricity Supply to customers in the State of Illinois utilizing the existing transmission and distribution systems of ComEd within the service areas of ComEd;
  2. Supplier is currently registered with ComEd to serve residential and small commercial customers under Rate RESS - Retail Electric Supplier Service with Rider PORCB - Purchase of Receivables and Consolidated Billing; and
  3. Supplier has at least three years continuous experience as a Retail Electric Supplier and has provided Full-Requirements Electricity Supply to at least 25,000 residential or commercial customers.
  4. Supplier acknowledges and agrees that it will provide the Services, including without limitation Full-Requirements Electricity Supply to all Participating Customers, pursuant to the Bid Package, the Bid Response, this Agreement, and the Requirements of Law.
  5. The Municipality desires to enter into this Agreement with Supplier for the provision by the Supplier of Full-Requirements Electricity Supply to all Eligible Customers pursuant to the Program unless exceptions are clearly stated on the RFP response.

## AGREEMENT

In consideration of the mutual covenants and agreements contained herein, the Municipality and the Supplier agree as follows:

### ARTICLE 1 RECITALS

- 1.1 The foregoing recitals are, by this reference, fully incorporated into and made part of this Agreement.

### ARTICLE 2 DEFINITIONS

The following terms shall have the meanings ascribed to them in this section:

- 2.1 “Aggregate” means the total number of Eligible Customers that are within the jurisdictional boundaries of the Municipality.
- 2.2 “Aggregation Ordinance” means that certain ordinance adopted by the Municipality authorizing the Program.
- 2.3 “Aggregation Statute” means the Illinois Power Agency Act, 20 ILCS 3855/1-92 and applicable rules and regulations of the Illinois Commerce Commission.
- 2.4 “Billing Services” means those services described in Section 4.4 of this Agreement, including all subsections of Section 4.4.
- 2.5 “ComEd” means Commonwealth Edison.
- 2.6 “Compliance Services” means those services identified in Section 4.5 of this Agreement, including all subsections of Section 4.5.
- 2.7 “Confidential Information” means the information defined in Section 9 of this Agreement.
- 2.8 “Customer Information” means certain information that the Electric Utility or Former Aggregation Supplier is required by statute (including the Aggregation Statute), regulation, tariff, or contract to provide to the Corporate Authorities of the Municipality, including without limitation those names and addresses and Electric Utility account numbers of residential and small commercial retail customers in the Aggregate area that are reflected in the Electric Utility or Former Aggregation Supplier's records at the time of the request.
- 2.9 “Data” has the same meaning as in Section 9 of this Agreement.
- 2.10 “Electric Utility” means ComEd.
- 2.11 “Eligible Customers” means residential and small commercial electricity customers receiving Full-Requirements Electricity Supply within the Municipality who are eligible to participate in the Program pursuant to the Aggregation Statute and the Requirements of Law, and as determined by the parameters defined in Exhibit C of this Agreement by the supplier and mutually agreed to by the Supplier and Municipality.
- 2.12 “Energy” means generated electricity.
- 2.13 “Enrollment Services” means those services described in Section 4.3 of this Agreement, including all subsections of Section 4.3.

- 2.14 “Extended Term” means the term defined in Section 5.1 of this Agreement.
- 2.15 “Force Majeure Event” means the circumstances defined in Section 7.1 of this Agreement.
- 2.16 “Former Aggregation Supplier” means the RES that supplied the Program of the Municipality immediately prior to Supplier under this Agreement. If Former Aggregation Supplier as defined would be Supplier or ComEd, then no Former Aggregation Supplier is considered to exist.
- 2.17 “Full-Requirements Electricity Supply” means all services or charges necessary to provide the continuous supply of electricity to all Participating Customers, including, without limitation, Energy, capacity, losses, renewable portfolio standard (RPS) charges, imbalances, load factor adjustments, transmission costs, congestion charges, marginal losses, ancillary services, taxes applicable only to the Supplier, and any additional necessary services or charges.
- 2.18 “Full-Requirements Electricity Supply Services” means those portions of the Services described in Section 4.1 of this Agreement, including all subsections of Section 4.1.
- 2.19 “ICC” means the Illinois Commerce Commission.
- 2.20 “Independent System Operator” or “ISO” means that certain independent system operator for the Electric Utility established pursuant to the Public Utilities Act, 220 ILCS 5/16-626.
- 2.21 “Power Supply Bid” means the bidding process conducted by the Municipality.
- 2.22 “New Customers” means the customers defined in Section 4.3.9 of this Agreement.
- 2.23 “Opt-Out Notice” means the notices described in Section 4.2.1.1 of this Agreement and provided to Eligible Customers informing them of their ability to opt-out of the Program pursuant to the Requirements of Law.
- 2.24 “Opt-Out Period” means the time prior to the implementation of the Program during which Eligible Customers may choose not to participate in the Program pursuant to the Requirements of Law.
- 2.25 “Opt-Out Process” means the process defined in Section 4.2.1 of this Agreement.
- 2.26 “Participating Customers” means those Eligible Customers who do not opt out of the Program and are not Special Billing Customers, and New Customers. Participating customers may be served by Supplier or Tariffed Service pursuant to Attachment C.
- 2.27 “Plan of Governance” or “POG” means that certain Plan of Operation and Governance approved by The Municipality pursuant to the Aggregation Statute.
- 2.28 “Point of Delivery” means the point specified by the Electric Utility at which the Supplier must deliver the Full-Requirements Electricity Supply to the Electric Utility for distribution to Participating Customers.
- 2.29 “Price” means the price expressed in cents per kilowatt hour at which the Supplier will provide the Services as set forth in Exhibit C to this Agreement.
- 2.30 “Program” means the electricity aggregation program operated by the Municipality in accordance with the Aggregation Statute and authorized by the Aggregation Ordinance, to aggregate residential and small commercial retail electrical loads located within the corporate limits of the Municipality for the purpose of soliciting and entering into service agreements to facilitate for those loads the sale and purchase of Full-Requirements Electricity Supply and related Services.

- 2.31 “Program Implementation Services” means those portions of the Services described in Section 4.2 of this Agreement, including all subsections of Section 4.2.
- 2.32 “Renewable Energy Credits, (RECs)” means a market-based instrument that represents the legal property rights to the environmental attributes of renewable electricity generation sources such as wind, solar, biomass or hydroelectric compliant with EPA established guidelines.
- 2.33 “Requirements of Law” means the Aggregation Ordinance, the Aggregation Statute, the Illinois Public Utilities Act, the Illinois Consumer Fraud Act, the Plan of Governance, the rules, regulations, and final decisions of the ICC or Illinois Power Agency (including the ICC Final Order in Docket No. 11-0434 issued on April 4, 2012), the rules, regulations and tariffs applicable to the Electric Utility and the Independent System Operator, and all other applicable federal, state, and local laws, orders, rules, and regulations, all as may be hereinafter duly amended.
- 2.34 “Retail Electric Supplier” or “RES” means an “alternative retail electric supplier” as that term is defined in Section 16-102 of the Public Utilities Act, 220 ILCS 5/16-102.
- 2.35 “Services” means the Full-Requirements Electricity Supply Services, Program Implementation Services, Enrollment Services, Billing Services, and Compliance Services provided in Article 4 of this Agreement.
- 2.36 “Special Billing Customers” means the customers defined in Section 4.3.8 of this Agreement.
- 2.37 “Supplier” means MC Squared Energy Services, LLC and the lawful successor, transferee, designee, or assignee thereof.
- 2.38 “Tariffed Service” means the electricity supply service provided by Electric Utility as required by 220 ILCS 5/16-103. The magnitude of Tariffed Services are typically posted on PlugInIllinois.org and currently includes ComEd's electricity supply charge plus ComEd's transmission series charge, and including the ComEd's Purchased Electricity adjustment.
- 2.39 “Term” means the period of time defined in Section 5.1 of this Agreement.
- 2.40 “Municipality” means the Village of Hawthorn Woods, Illinois.
- 2.41 “Withdrawing Customer” means a customer defined in Section 4.3.6 of this Agreement.

### ARTICLE 3 PROGRAM RESPONSIBILITIES

- 3.1 Municipality Responsibilities.
- 3.1.1 Customer Information. The Municipality shall, with the assistance of the Supplier, pursuant to the Requirements of Law, obtain the Customer Information from ComEd and/or the previous supplier.
- 3.1.2 Notices and Customer Information from ComEd and/or the previous supplier. The Municipality shall promptly forward to Supplier the Customer Information received from ComEd and/or the previous supplier and each Party will promptly provide to the other Party any notices received by that Party from ComEd and/or the previous supplier concerning the accounts of Eligible or Participating Customers.
- 3.1.3 Submittals to ComEd. The Municipality shall, with the assistance of Supplier, submit to ComEd (a) the “Government Authority Aggregation Form”, (b) a list of Eligible Customers

who are not Participating Customers because they have elected to opt out of the Program, (c) a list of all Participating Customers, and (d) such other forms as are or may become necessary to access interval data for billing or non-billing purposes to the extent that Supplier is authorized to access such data.

- 3.1.4 No Municipality Obligations to Provide Services. The Parties acknowledge and agree that the Municipality is not responsible to provide, and this Agreement shall not be construed to create any responsibility for the Municipality to provide, the Services to any person or entity, including without limitation the Supplier, the Electric Utility, the ISO, Eligible Customers, Special Billing Customers, New Customers or Participating Customers.
- 3.1.5 No Municipality Financial Responsibility. The Parties acknowledge and agree that this Agreement does not impose or create, and shall not be construed to create, any financial obligation of the Municipality to any other person or entity, including without limitation the Supplier, the Electric Utility, the ISO, Eligible Customers, Special Billing Customers, or Participating Customers.

### 3.2 Supplier Obligations.

- 3.2.1 Provision of Services. The Supplier will provide all of the Services described in Article 4 of this Agreement throughout the Term, including but not limited to the provision of sufficient Full-Requirements Electricity Supply to allow the Electric Utility to deliver and distribute uninterrupted electric service to all Participating Customers. The Supplier acknowledges and agrees that the Municipality is not responsible to provide, and shall not be liable to the Supplier or any Eligible Customer for any failure to provide, any Services pursuant to this Agreement.
- 3.2.2 Compliance with the Requirements of Law. Supplier shall comply with all Requirements of Law.
- 3.2.3 Supplier Press Releases. The Supplier may issue press releases concerning the Program that are approved in advance by the Municipality prior to issuance.
- 3.2.4 All information provided by the Supplier to Municipality or any of its agents relating to this Agreement in any way shall be true and accurate in all respects at all times to the best of Supplier's knowledge and belief.

## ARTICLE 4 SUPPLIER SERVICES

- 4.1 Full Requirements Electricity Supply. The Supplier must supply the following Full-Requirements Electricity Supply Services as provided in this Section 4.1.
  - 4.1.1 Scheduling, Transmission and Delivery of Full-Requirements Electricity Supply.
    - 4.1.1.1 Generally. The Supplier shall take all actions necessary to arrange for the scheduling, transmission, and delivery of Full-Requirements Electricity Supply to the Electric Utility for distribution to all Participating Customers.
    - 4.1.1.2 Scheduling. Supplier shall schedule the Full-Requirements Electricity Supply for distribution as required by the ISO and the Electric Utility.
    - 4.1.1.3 Distribution and Transmission Rights. Supplier will arrange for necessary distribution and transmission rights necessary for the delivery of the Full-Requirements Electricity Supply to the Electric Utility hereunder.

#### 4.1.1.4 Transmission and Delivery to Electric Utility.

4.1.1.4.1 Transmission and Delivery. Supplier will cause to be transmitted and delivered to the Electric Utility at the Delivery Point sufficient Energy to provide continuous Full-Requirements Electricity Supply to all Participating Customers. The Municipality acknowledges that the Electric Utility, and not the Supplier, is responsible for the distribution of the Full-Requirements Electricity Supply to the Participating Customers after delivery by the Supplier to the Delivery Point, and that Supplier does not take responsibility for the distribution of the Full-Requirements Electricity Supply to Participating Customers after the Supplier provides Full-Requirements Electricity Supply to the Point of Delivery.

4.1.1.4.2 Failure of Delivery. Supplier acknowledges and agrees that if the Supplier fails to comply with any requirement related to the Full-Requirements Electricity Supply to the Participating Customers pursuant to this Agreement, including without limitation if Supplier fails to schedule all or part of the Full-Requirements Electricity Supply for any Participating Customer, Supplier shall be solely responsible for any additional costs, charges, or fees incurred because of such failure, and shall not pass through any such additional costs, charges, or fees to Participating Customers.

4.1.2 Pricing. The Supplier shall receive the Price in full payment for all Services, and shall not be entitled to any additional costs, adjustments, charges, fees, or any other payments or compensation, except that the Supplier may not impose an early termination fee on Withdrawing Customers. The Municipality acknowledges that the Price does not include sales or other consumer-based taxes applicable to Participating Customers or other taxes that are not applicable to the Supplier.

4.2 Program Implementation Services. In order to maximize flexibility of program notices and terms, Municipality wishes to provide Program Implementation Services as described in further detail below. In order to support Municipality in providing Program Implementation Services, Supplier must provide the following support to Municipality in offering Program Implementation Services as provided in this Section 4.2:

4.2.1 Opt-Out Process. Supplier, at its sole costs and expense, shall, assist the Municipality, in administering the process by which Eligible Customers are provided with the opportunity to opt-out of the Program prior to its implementation (the "Opt-Out Process"), including, but not limited to, the following:

4.2.1.1 Opt-Out Notices. Supplier, at its own expense, will assist the Municipality in preparing and mailing form Opt-Out Notices to all Eligible Customers as required pursuant to the Requirements of Law. Opt-Out Notices to be sent by the Municipality through the Supplier must include all information required pursuant to the Requirements of Law, including without limitation: (i) the terms and conditions of participation in the Program, (ii) the cost to the Customer of Full-Requirements Electricity Supply under the Program, (iii) the methods by which Customers may opt out of the Program, and (iv) the length of the Opt-Out Period. The Opt-Out Notices must prominently include the toll-free telephone number described in Section 4.2.1.3. The form and content of the Opt-Out Notices shall be approved by the Municipality prior to mailing by Supplier. In addition to the Opt-Out Notices, the Supplier will provide Participating Customers with terms and conditions for the provision of Services to those Participating Customers, which terms and conditions shall comply with and accurately reflect all of the requirements of this Agreement

and the Requirements of Law and shall be substantially similar to the Illustrative form attached in Exhibit A.

- 4.2.1.2 Notices to Special Billing Customers and Utility-to-Utility Customers. The Municipality acknowledges that the Municipality may provide notices to Special Billing Customers concerning the Program, the Price, the rates charged to Special Billing Customers under their existing service, and the opportunity for Special Billing Customers to opt in to the Program as provided in Section 4.3.9 of this Agreement. Without regard to whether it is required under Applicable Law, municipality agrees to send pursuant to Section 4.2.1.1 notices to customers currently on Tariffed Service who will remain on Tariffed Service while participating in the Program. This notice shall inform the customer of the existence of the Program and inform the customer that the customer will stay on Tariffed Service as participants.
- 4.2.1.3 Toll Free Number and Website Content. In addition to receiving completed Opt-Out Notices from Eligible Customers by mail, the Supplier shall, at its own expense, provide, operate, and maintain a toll-free number for the use of Eligible Customers to opt out of the Program. The toll-free number must be operational during normal business hours. In addition, the Supplier will use reasonable commercial efforts to work with the Municipality to develop website content and FAQs appropriate for posting on the Municipality website. The Opt-Out Notices must prominently include the toll-free number and the Municipality website address and a mc<sup>2</sup> email address for email inquiries. Supplier will be required to support Spanish speaking residents and customers with disabilities.
- 4.2.1.4 Reporting. During the Opt-Out Period, Supplier is responsible to assist the Municipality for the receipt of all Opt-Out Notices. Supplier must assemble, track, and report to the Municipality concerning the delivery and receipt of all Opt-Out Notices to and from Eligible Customers, including without limitation providing the Municipality with complete information concerning all Eligible Customers who choose to opt-out of the Program.
- 4.2.2 Required Disclosures. Supplier shall provide Eligible Customers with all information required to be disclosed to Eligible Customers concerning Full-Requirements Electricity Supply and the Program pursuant to the Requirements of Law, including without limitation all information required to be included in the Opt-Out Notices.
- 4.2.3 Disclosure to Commission. The Municipality agrees to provide such assistance as is necessary for Supplier to provide to the ICC pursuant to 83 Ill. Admin. Code § 470.200(a) required information within three business days of the signing of this Agreement.
- 4.3 Enrollment Services. The Supplier must supply the following Enrollment Services as provided in this Section 4.3:
  - 4.3.1 Record of Participating Customers. Following the completion of the Opt-Out Period, the Supplier shall be responsible for compiling a complete list of all Participating Customers (including those on Tariffed Service) and those Eligible Customers who have opted out of the Program and shall ensure that no Eligible Customers who have opted out are enrolled in the Program.
  - 4.3.2 Enrollment. Upon completion of the Opt-Out Process and the identification of all Eligible Customers who have opted out of the Program, the Supplier shall, at its sole cost and expense, take all actions necessary to enroll Participating Customers in the Program pursuant to the Requirements of Law.

- 4.3.3 Term of Enrollment. Participating Customers who do not opt out of the Program shall be enrolled in the Program by the Supplier and shall remain enrolled in the Program until the end of the Term, unless the Agreement is terminated pursuant to its terms or the Participating Customer withdraws from the Program pursuant to Section 4.3.6 of this Agreement.
- 4.3.4 Direct Access Service Request. The Supplier shall submit a direct access service request to ComEd for each Participating Customer in compliance with the “standard switching” subsection of Rate RDS - Retail Delivery Service, in order to allow Full-Requirements Electricity Supply to commence following the Municipality’s implementation schedule which is attached as Exhibit B.
- 4.3.5 Payment of Switching Fees. The Supplier shall reimburse Participating Customers for any switching fee imposed by the Electric Utility related to the enrollment of a Participating Customer in the Program within 30 days of receiving notice of such switching fee. The Supplier shall not be responsible to pay any switching fees imposed on Participating Customers who switch service from an alternative retail electric supplier.
- 4.3.6 Withdrawal by a Participating Customer. For Participating Customers who notify the Supplier after the completion of the Opt-Out Period that the Participating Customer desires to withdraw from the Program (“Withdrawing Customer”), the Supplier must, at the direction of the Participating Customer, drop the Participating Customer from the Supplier's Full-Requirements Electricity Supply on the next available meter read, which will result in restoring the Participating Customer to Tariffed Service. The Supplier will not assess an early termination fee but the Participating Customer will be responsible to pay for charges incurred for service prior to the termination.
- 4.3.7 Customer Service Inquiries. After completion of the Opt-Out Period, Supplier must maintain and operate a toll-free telephone number and internet email address for the purpose of receiving questions and comments from Participating Customers concerning the Full-Requirements Electricity Supply. The Supplier may inform Participating Customers that questions about the delivery and billing of the Full-Requirements Electricity Supply should be directed to ComEd. Supplier must promptly and courteously address customer service inquiries in a manner that meets or exceeds the ICC requirements for the operation of call centers.
- 4.3.8 Special Billing Customers. Subject to the Requirements of Law and due to the minimal and/or fixed nature of their existing billing rates, the following Eligible Customers shall not be automatically enrolled in the Program but may subsequently elect to enroll in the Program as New Customers pursuant to Section 4.3.9 of this Agreement.
- 4.3.8.1 Any Eligible Customer in the residential customer class, as described in Section 4.4.2 of this Agreement, that is taking service under the following ComEd rates:
- Rate BESH – Basic Electric Service Hourly Pricing
  - Rate RDS – Retail Delivery Service; and
- 4.3.8.2 Any Eligible Customer in the commercial customer class, as described in Section 4.4.2 of this Agreement, that is taking service under the following ComEd rates:
- Rate BESH – Basic Electric Service Hourly Pricing
  - Rate RDS – Retail Delivery Service.

(collectively, the “Special Billing Customers”).

4.3.9 New Customers. After the commencement of the Program and the enrollment of Participating Customers, the Supplier shall, at the request of a New Customer, as defined in this Section 4.3.9, immediately enroll the following customers in the Program and provide Full-Requirements Electricity Supply to those customers at the Price:

4.3.9.1 Any Eligible Customer within the Municipality that moves to a new location within the Municipality;

4.3.9.2 Any Eligible Customer that moves into an existing location within the Municipality; and

4.3.9.3 Any Eligible Customer that previously opted out of the Program during the Opt-Out Period; and

4.3.9.4 Any Eligible Customer that was inadvertently omitted from the list of Participating Customers and not enrolled in the Program. (collectively, the “New Customers”).

4.4 Billing Services. The Supplier must supply the following Billing Services as provided in this Section 4.4 for all customers served by the Supplier:

4.4.1 Billing Generally. Supplier shall confirm that billing to Eligible Customers will be provided by ComEd under a consolidated billing format pursuant to “Rider PORCB – Purchase of Receivables and Consolidated Billing,” and pursuant to the Requirements of Law. The Municipality acknowledges and agrees that ComEd will bill Participating Customers for the Price of the Full-Requirements Electricity Supply as part of its billing for the distribution of such supply, and that the Supplier shall not be responsible for billing Participating Customers

4.4.2 Customer Classes. Eligible Customers shall be categorized within either the residential or commercial customer classes according to the applicable rates under which they received electricity supply from ComEd prior to participating in the Program.

4.4.2.1 Residential Customer Class. The residential customer class shall include Participating Customers taking service from ComEd under the following rates:

- Residential Single Family Without Electric Space Heat Delivery Class
- Residential Multi Family Without Electric Space Heat Delivery Class
- Residential Single Family With Electric Space Heat Delivery Class
- Residential Multi Family With Electric Space Heat Delivery Class

4.4.2.2 Commercial Customer Class. The commercial customer class shall include those Participating Customers taking service from ComEd as described below:

- 15,000 annual kWhs usage or less small commercial customers as defined under the Requirements of Law including the ComEd Rate GAP Tariff

4.5 Compliance Assistance. When either Supplier or the Municipality has a compliance obligation under Requirements of Law, the other Party shall take commercially reasonable steps to assist the Party with the request.

4.6 Following the completion of the Opt-Out Period, the Supplier shall be responsible to compile a complete list of all Participating Customers in the Program. Supplier will update this list as new customers are added and deleted. Supplier will make this list available to the Municipality at any time the Municipality requests the list. Additionally, within 120 days of the end of this agreement, Supplier will make the Program’s load data by rate class available to the Municipality. Load data shall include:

- Historical Usage Data
- Capacity Peak Load Contribution (PLC) values and effective start and end dates.

- Network Service Peak Load Contribution (PLC) values and effective start and end dates
  - Meter Bill Group Number
  - Rate Code
- 4.7 Upon request of the Village, 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 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. Supplier will be responsible for all costs associated with the mailing, including ComEd charges.
- 4.8 At each renewal of the program, Supplier will conduct an opt in mailing to those residents who have individually selected an electric supplier other than the Supplier, informing them of the pricing of the aggregation program.

## ARTICLE 5 TERM

- 5.1 Term. This Agreement commences as of the Effective Date and is for a term of thirty-six (36) months of consecutive monthly billing periods starting from the initial meter read date designated by the Municipality in consultation with the Supplier in February 2020, and expires at the end of the last day of the 36<sup>th</sup> billing cycle for the Participating Customer(s) with the latest billing cycle (the "Term"). The Municipality and the Supplier may extend the Term for additional periods of time up to 3 years for each extension, by written agreement approved and executed by each Party (each an "Extended Term"). In the event that the Municipality discontinues its aggregation program, nothing in this Agreement shall be construed to prevent Supplier from following the procedure for customer renewal in the Customer Terms and Conditions (Exhibit A) for any Participating Member.
- 5.2 In the event this agreement is not renewed or terminated for any reason, including expiration according to its terms, the Municipality may choose another RES or Retail Electric Supplier and Supplier shall allow all Participating Customers to be switched to the selected RES, or all Participating Customers shall be switched by the Supplier to service with ComEd in accord with the standard switching rules and applicable notices or as otherwise required by any applicable law or regulation.

## ARTICLE 6 REMEDIES AND TERMINATION

- 6.1 Municipality's General Remedies. In addition to every other right or remedy provided to the Municipality under this Agreement, if the Supplier fails to comply with any of the provisions of this Agreement (for reason other than a Force Majeure Event pursuant to Section 7.1 of this Agreement or a Regulatory Event pursuant to Section 7.2 of this Agreement), then the Municipality may give notice to the Supplier specifying that failure. The Supplier will have 15 calendar days after the date of that notice to take all necessary steps to comply fully with this Agreement, unless (a) this Agreement specifically provides for a shorter cure period, or (b) an imminent threat to the public health, safety, or welfare arises that requires a shorter cure period, in which case the notice must specify the cure period, or (c) compliance cannot reasonably be achieved within 15 calendar days but the Supplier promptly commences a cure and diligently pursues the cure to completion. If the Supplier fails to comply within that 15-day period, or the shorter period if an imminent threat, or if the Supplier fails to promptly commence a cure and diligently pursue the cure to completion, then the Municipality, subject to the limits of applicable federal or State of Illinois law, may take any one or more of the following actions:
- 6.1.1 Seek specific performance of any provision of this Agreement other than provision of Services or seek other equitable relief, and institute a lawsuit against the Supplier for those purposes.

- 6.1.2 Institute a lawsuit against the Supplier for breach of this Agreement and, except as provided in Section 6.3 of this Agreement, seek remedies and damages as the court may award.
- 6.1.3 In the case of noncompliance with a material provision of this Agreement, declare this Agreement to be terminated in accordance with the following:
  - 6.1.3.1 The Municipality will give written notice to the Supplier of the Municipality's intent to terminate this Agreement ("Termination Notice"). The notice will set forth with specificity the nature of the noncompliance. The Supplier will have 10 calendar days after receipt of the notice to object in writing to termination, to state its reasons for that objection, and to propose a remedy for the circumstances. If the Municipality has not received a response from the Supplier, or if the Municipality does not agree with the Supplier's response or any remedy proposed by the Supplier, then the Municipality will conduct a hearing on the proposed termination. The Municipality will serve notice of that hearing on the Supplier at least 10 business days prior to the hearing, specifying the time and place of the hearing and stating the Municipality's intent to terminate this Agreement.
  - 6.1.3.2 At the hearing, the Supplier will have the opportunity to state its position on the matter, present evidence, and question witnesses. Thereafter, the Municipality will determine whether or not this Agreement will be terminated. The hearing must be public and held on record.
  - 6.1.3.3 The decision of the Municipality must be in writing and delivered to the Supplier by certified mail.
- 6.2 Actions on Termination or Expiration of this Agreement. Services to Participating Members will be provided subsequent to a termination or expiration of this Agreement as set forth below:
  - 6.2.1 If this Agreement expires due to reaching the end of the Term (including any Extended Terms) and Municipality wishes to continue the Aggregation Program with a different RES, Supplier will cooperate with the Municipality.
  - 6.2.2 If this Agreement expires or terminates before the end of the Term (including any Extended Terms) for any reason other than Supplier's breach pursuant to Section 6.1.3, Participating Members may be renewed by Supplier pursuant to the Terms and Conditions set out in Exhibit A to this Agreement.
  - 6.2.3 If this agreement is terminated before the expiration of the Term (including any Extended Terms) due to breach by Supplier and pursuant to Section 6.1.3 of this Agreement, Supplier will return all Participating Members to ComEd. In such event, Supplier shall not be responsible to any Participating Member for any damages or penalties resulting from the return to Tariffed Service, including claims relating to the Tariffed Service price being higher than the Price herein.
- 6.3 Limitation of Liability. Except for the Supplier's failure to provide Full-Requirements Electricity Supply to Participating Customers not on Tariffed Service or the disclosure of Customer Information in violation of the Requirements of Law, or as otherwise specifically provided herein, in no event will either Party be liable to the other Party under this Agreement for incidental, indirect, special, or consequential damages connected with or resulting from performance or non-performance of this Agreement, irrespective of whether such claims are based upon breach of warranty, tort (including negligence of any degree), strict liability, contract, operation of law or otherwise.
- 6.4 Termination by Municipality. Notwithstanding the preceding, the Municipality may terminate this Agreement with not less than ninety (90) days advance notice ("Advance Notice Period"). After

expiration of the Advance Notice Period, neither Supplier nor Municipality shall have obligations to each other except: (a) such obligations as survive termination pursuant to the terms of this Agreement, (b) obligations under Exhibit C in the event of early termination. Nothing in this Section 6.4 requires termination of any contracts or agreements between Supplier and Eligible Customers.

ARTICLE 7  
FORCE MAJEURE EVENTS;  
REGULATORY EVENTS AND ADDITIONAL CHARGES, TAXES OR LEVIES

- 7.1 Force Majeure Events. The Supplier shall not be held in default under, or in noncompliance with, the provisions of the Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by a "Force Majeure Event," defined as a strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, or other event that is reasonably beyond the Supplier's ability to anticipate or control. Non-compliance or default attributable to a Force Majeure Event shall be corrected within a reasonable amount of time after the Force Majeure Event has ceased.
- 7.2 Regulatory Event. A "Regulatory Event" shall mean any time that any branch, agency, instrumentality, or court of the federal, regional (interstate), state, regional (inter-municipality), or local government takes an action that: (1) alters the market rules under which Supplier operates, including the magnitude or allocation of costs to Supplier, and (2) is applicable to similarly situated RES. For the purposes of this Agreement, "Regulatory Event" shall not include mere changes in market prices for any component of Full-Requirements Electric Supply Services, but would include changes in market prices due to changes in regulation of such components. For the avoidance of doubt, the following shall constitute a "Regulatory Event":
- a. Illegality. It becomes unlawful for a Party to perform any obligation under this Agreement due to the adoption of, or change in the interpretation of any applicable law by any judicial or government authority with competent jurisdiction.
  - b. Adverse Government Action. A regulatory, legislative or judicial body (A) requires a material change to the terms of this Agreement that materially and adversely affects a Party, (B) takes action that adversely and materially impacts a Party's ability to perform or requires a delay in the performance of this Agreement that either Party determines to be unreasonable, or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed, and the change is not deemed a Force Majeure Event.
  - c. New Taxes/Legislative or Regulatory Charges/Surcharges. Any new charges/surcharges, tax or increases in such tax, or an application of such tax to a new or different class of parties, which is enacted or levied on the Supplier, not recoverable by Supplier from Participating Customers pursuant to Section 7.3 below, and effective after the Execution Date, except federal and state income taxes, employee taxes or other taxes assessed against the business of the Supplier or the delivery of services under this Agreement.
- 7.3 Occurrence of Regulatory Event. In the occurrence of a Regulatory Event that results in the imposition of a generally applicable additional charge, tax, or levy upon Supplier, and similarly situated RES, then Supplier will adjust the Price to reflect such additional charge, tax or levy by the following procedure:
- a. The Supplier shall provide written notice to the Municipality within 15 days after the occurrence of such action or inaction, of: (i) the nature of the action or inaction; (ii) the adjustment of the Price for the applicable Term and (iii) the date on which the price adjustment will become effective.

- b. Within 15 days after receipt of the notice described in Section 7.3(a), the Municipality shall have the right to request a meeting with the Supplier to review the action or inaction, and the price adjustment, identified by the Supplier. The Supplier and the Municipality shall meet within five business days after delivery of such request to the Supplier, and shall cooperate in good faith to resolve any dispute regarding the price adjustment. Provided that nothing herein shall prevent the price adjustment from becoming effective on Participating Customers bills on the date noticed pursuant to 7.3(a) above.
- c. The Supplier shall continue to provide the Services during any such negotiations, unless prohibited by law or regulation. This Section 7.3 shall not apply to any fine or penalty assessed against the Supplier as a result of any failure by the Supplier to comply with applicable laws and regulations.

## ARTICLE 8

### INDEMNIFICATION AND INSURANCE

- 8.1 Indemnification. The Supplier shall indemnify and hold harmless the Municipality, its officers, employees, agents, and attorneys, from and against any third-party injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising from the Supplier's provision of the Services, except to the extent caused by the sole negligence of the Municipality. This duty shall survive for all claims made or actions filed within one (1) year following either the expiration or earlier termination of this Agreement. The Municipality shall give the Supplier timely written notice of its obligation to indemnify and defend the Municipality after the Municipality's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Supplier and/or the Municipality. Nothing herein shall be construed to limit the Supplier's duty to indemnify the Municipality by reference to the limits of insurance coverage described in this Agreement. Notwithstanding anything in this Section to the contrary, under no circumstance will Supplier be liable to indemnify beyond \$1,000,000 per occurrence for bodily injury or property damage or \$1,000,000 for other claims.
- 8.2 Insurance. Contemporaneous with the Supplier's execution of this Agreement, the Supplier shall provide certificates of insurance, all with coverage and limits as set forth in Exhibit D to this Agreement. For good cause shown, the Municipality Village Manager, or his or her designee may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Municipality Village Manager, or his or her designee may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the Municipality. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Municipality. The Supplier shall, at all times during the term of this Agreement, maintain and keep in force, at the Supplier's expense, the insurance coverage provided above.

## ARTICLE 9

### CONFIDENTIAL INFORMATION

- 9.1 Confidential and Proprietary Information. Notwithstanding anything to the contrary set forth herein, the Parties are not required to disclose information which they reasonably deem to be proprietary or confidential in nature. The Parties agree that any information disclosed by a Party and designated as proprietary and confidential shall only be disclosed to those officials, employees, representatives, and agents of the other Party that have a need to know in order to administer and enforce this Agreement. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to a Party's corporate structure and affiliates, marketing plans, financial information unrelated to the calculation of the Price or rates pursuant to the Requirements of Law, or other information that is reasonably determined by a Party to be competitively sensitive.

A Party may make proprietary or confidential information available for inspection but not copying or removal by the other Party's representatives. Compliance by the Municipality with the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. (hereinafter the "Illinois FOIA"), including compliance with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois FOIA, or with a decision or order of a court with jurisdiction over the Municipality, shall not be a violation of this Section.

- 9.2 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Agreement (hereinafter the "Data"), other than the Supplier's confidential information, will be and remain the sole property of the Municipality. The Supplier must promptly deliver all Data to the Municipality at the Municipality's request. The Supplier is responsible for the care and protection of the Data until that delivery. The Supplier may retain one copy of the Data for the Supplier's records subject to the Supplier's continued compliance with the provisions of this Agreement. However, nothing in this Section shall prevent Supplier from retaining copies of such documentation and data as is needed to fulfill any Requirement of Law regarding record retention.
- 9.3 Limitations on Customer Information. Both Parties acknowledge and agree that the Customer Information is subject to, and must be maintained in compliance with, the limitations on disclosure of the Customer Information established by the Requirements of Law, including without limitation the Aggregation Statute, Section 16-122 of the Public Utilities Act, 220 ILCS 5/16-102, Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2HH, the ICC Order in Case No. 11-0434 issued April 4, 2012, and the provisions of ComEd's Tariff Rate GAP, and Parts 412 and 470 of the ICC's Rules. The Municipality shall warrant to ComEd that customer-specific information provided to the Municipality in accordance with the provisions of ComEd's Tariff Rate GAP shall be treated as confidential. To protect the confidentiality of Customer Information:
- 9.3.1 Supplier access to Customer Information is limited those authorized representatives of Supplier, or any third party, who have a need to know the information for purposes of this Agreement.
- 9.3.2 Supplier warrants that it will not disclose, use, sell, or provide Customer Information to any person, firm or entity for any purpose outside of the aggregation program, unless agreed to by the Municipality.
- 9.3.3 Supplier and Municipality acknowledge that Customer Information remains the property of the Municipality and that material breaches of confidentiality will prohibit Supplier from placing any new bids to the Municipality's subsequent Request(s) for Qualifications for a period of one year after termination of this Agreement.
- 9.3.4 Supplier will comply with record retention and destruction Requirements of Law including but not limited to those in ComEd Rate GAP and Part 470 of the ICC's Rules.
- 9.4 Proprietary Rights, Survival. Each Party acknowledges the proprietary rights of the other Party in and to the Confidential Information. The obligations under this Article Nine shall survive the conclusion or termination of this Agreement for two (2) years.

## ARTICLE 10 MISCELLANEOUS

- 10.1 Notices. Any notices, requests or demands regarding the services provided under this Agreement and the Attachments shall be deemed to be properly given or made (i) if by hand delivery, on the day and at the time on which delivered to the intended recipient at its address set forth in this Agreement; (ii) if sent by U.S. Postal Service mail certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address shown below; or (iii) if by Federal

Express or other reputable express mail service, on the next Business Day after delivery to such express service, addressed to the intended recipient at its address set forth in this Agreement. The address of a Party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party.

To Municipality:

Village of Hawthorn Woods  
2 Lagoon Drive  
Hawthorn Woods, IL 60047  
Attention: Village President

To Supplier:

Charles C. Sutton  
President  
MC Squared Energy Services, LLC  
175 W. Jackson Blvd., Suite 240  
Chicago, IL 60604  
Fax: (877) 281-1279

With a copy to:

Village of Hawthorn Woods  
2 Lagoon Drive  
Hawthorn Woods, IL 60047  
Attention: Village Attorney

With a copy to:

Jeremiah McGair  
Senior Counsel  
Wolverine  
175 W. Jackson Blvd. Suite 200  
Chicago, IL 60604  
Fax: (312) 884-3944

- 10.2 Mutual Representations and Warranties. Each Party represents and warrants to the other Party, as of the date of this Agreement, that:
- a. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation, and if relevant under such laws, in good standing;
  - b. It has the corporate, governmental and/or other legal capacity, authority and power to execute, deliver and enter into this Agreement and any other related documents, and perform its obligations under this Agreement, and has taken all necessary actions and made all necessary determinations and findings to authorize such execution, delivery and performance;
  - c. The execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets; and
  - d. It has reviewed and understands this Agreement; and
  - e. It, to the extent applicable, shall comply with all the Requirements of Law.
- 10.3 Supplier agrees that all information presented in its Response to Qualifications for Municipal Aggregated Electricity Supply For Member Communities of the Northern Illinois Municipal Electric Collaborative are accurate and there have been no material changes to that information. Any exceptions are noted on attached Exhibit and made part of this agreement.
- 10.4 Entire Agreement. This Agreement and the response to qualifications referenced in 10.3, including all Attachments hereto, contain all of the terms and conditions of this Agreement reached by the Parties, and supersede all prior oral or written agreements with respect to this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by both Parties hereto. No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

- 10.5 Exhibits. Exhibits A through D attached to this Agreement are, by this reference, incorporated into and made part of this Agreement.
- 10.6 Waivers. The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights.
- 10.7 Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois without regard for the conflicts of law provisions thereof.
- 10.8 Controlling Provisions. In the event of any inconsistency between the terms herein and the terms of the Exhibits hereto, the provisions of the Exhibits shall control. For avoidance of doubt, the obligations of the Supplier and Participating Customers including without limitation, renewal terms with the Participating Customers, as set forth in the attached Exhibit A, Terms and Conditions shall govern the relationship between mc<sup>2</sup> and Participating Customers upon termination of this Agreement.
- 10.9 Severability. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.
- 10.10 Venue. Except as to any matter within the jurisdiction of the ICC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Cook County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.
- 10.11 No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Agreement.
- 10.12 No Waiver of Rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, that the Municipality may have under Federal or state law unless such waiver is expressly stated herein.
- 10.13 Validity of Agreement. The Parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.
- 10.14 Authority to Sign Agreement. Each Party warrants to the other Party that it is authorized to execute, deliver and perform this Agreement. The individual signing this Agreement on behalf of each Party warrants to the other Party that he/she is authorized to execute this Agreement in the name of the Party for which he/she is signing.
- 10.15 Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Municipality and the Supplier and their respective successors, grantees, lessees, and assigns throughout the Term of this Agreement.
- 10.16 Non-Assignability. This Agreement shall not be transferred or assigned by the Supplier without the express written authorization of the Municipality, which consent shall not be unreasonably withheld, provided, however, that upon advance written notice to the Municipality, Supplier may assign this Agreement to Supplier's affiliate without the express authorization of the Municipality. For the

purposes of this Section 10.16, "affiliate" shall mean any entity that shares a common parent entity, whether that common parent is the common parent is a direct parent or indirect parent.

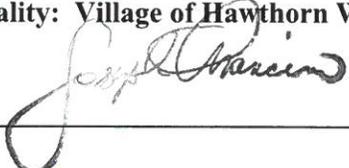
10.17 Counterparts. This Agreement may be executed in one or more counterparts (delivery of which may occur by facsimile or electronic email), each of which shall be deemed an original, but all of which shall together constitute one instrument.

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 Hawthorn Woods**

Signed: \_\_\_\_\_

Signed:  \_\_\_\_\_

Printed/Typed Name: Charles C. Sutton

Printed/Typed Name: Joseph Mancino

Title: President

Title: Village President

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

Date: November 27, 2019

Attest: \_\_\_\_\_

Attest:  \_\_\_\_\_

purposes of this Section 10.16, "affiliate" shall mean any entity that shares a common parent entity, whether that common parent is the common parent is a direct parent or indirect parent.

10.17 Counterparts. This Agreement may be executed in one or more counterparts (delivery of which may occur by facsimile or electronic email), each of which shall be deemed an original, but all of which shall together constitute one instrument.

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 Hawthorn Woods

Signed: [Signature]

Signed: [Signature]

Printed/Typed Name: Charles C. Sutton

Printed/Typed Name: Joseph Mancino

Title: President

Title: Village President

Date: December 2, 2019

Date: September 27, 2019

Attest: [Signature]

Attest: [Signature]



**EXHIBIT A – ILLUSTRATIVE GENERAL STANDARD T&CS AND UDS**

**VILLAGE OF HAWTHORN WOODS  
CUSTOMER ELECTRIC SUPPLY AGREEMENT  
TERMS AND CONDITIONS OF SERVICE**

The following Terms and Conditions of Service (Agreement) apply to the provision of electric supply to Customer (or "you") by MC Squared Energy Services, LLC d/b/a mc<sup>2</sup> – Where Energy Comes From (mc<sup>2</sup>).

<b>Supply Agreement Disclosures</b>	
<b>Legal name</b>	MC Squared Energy Services, LLC (mc <sup>2</sup> )
<b>Business address</b>	175 West Jackson Blvd, Suite 240 Chicago, IL 60604
<b>Service charges for term</b>	Variable rate including ComEd Purchased Electricity Charges, Transmission Charges and ComEd Purchased Electricity Adjustment for Thirty-six (36)
<b>Fixed monthly charge (if any)</b>	\$0.00
<b>Fixed monthly charge terms (if any)</b>	N/A
<b>Contract and renewal terms</b>	Contract Term – Thirty-six (36) Renewal Terms - Unless this Agreement and/or the PSA is terminated prior to the end of the term of this Agreement and in the event the PSA is not renewed or extended by the Village of Hawthorn Woods, you will be restored to ComEd bundled service at the end of the term of this Agreement. If the PSA is renewed or extended by the Village of Hawthorn Woods, you will receive a notice with the proposed specific rate, terms and conditions and the opportunity to opt-out of the Village 's Aggregation Program.
<b>Termination fee (if any)</b>	\$0.00
<b>Deposit/prepayment (if any)</b>	\$0.00
<b>Switching fees (if any)</b>	\$0.00
<b>Guarantee(s) of Customer Savings (If any)</b>	N/A
<b>Rescission</b>	You may rescind this contract by notifying mc <sup>2</sup> or the utility within ten (10) calendar days after the utility processes your enrolment. To rescind this agreement, contact mc <sup>2</sup> at <a href="mailto:HawthornWoods@mc2energyservices.com">HawthornWoods@mc2energyservices.com</a> or call 1-XXX-XXX-XXXX; or contact ComEd at 1-800-334-7661.
<b>Supplier disclosure</b>	mc <sup>2</sup> is an independent seller of electric power and energy service certified by the Illinois Commerce Commission. mc <sup>2</sup> is not representing, endorsed by, or acting on behalf of a utility or a utility program, a consumer group or consumer group program. This Municipal Aggregation Program is endorsed by the Village of Hawthorn Woods.
<b>Utility Responsibility</b>	The electric utility remains responsible for the delivery of electric power and energy to a customer's premises and will continue to respond to any service calls and emergencies. You will receive written notification from the electric utility confirming a switch of your electricity supplier.
<b>Contact Information (Toll free phone numbers)</b>	MC Squared Energy                      1-8XX-XXX-XXXX Utility ComEd                              1-800-334-7661 ICC Consumer Services Division      1-800-524-0795

### **Scope of mc<sup>2</sup> Service**

You appoint mc<sup>2</sup> as your exclusive Alternative Retail Energy Supplier (ARES). mc<sup>2</sup> agrees to sell and you agree to buy all of your electric power and energy service subject to the terms in this Agreement. You authorize mc<sup>2</sup> to obtain all data necessary so that mc<sup>2</sup> can enroll your account(s) and you authorize us to take such actions as necessary and reasonable to perform this Agreement, including accessing and using account information and meter usage data (including interval usage data) from the Utility (ComEd), enrolling account(s), procuring supply, scheduling and causing electricity to be delivered to each account.

### **Price**

For delivery of power to ComEd's distribution facilities on behalf of your Utility account(s), you agree to pay the variable price per kWh, calculated pursuant to that certain Power Supply Agreement ("PSA") between the Village of Hawthorn Woods and mc<sup>2</sup> dated November 27, 2019. The PSA price through your February 2023. ComEd meter read date under this Agreement is equal to the monthly ComEd Purchased Electricity Charges, Transmission Charges and ComEd Purchased Electricity Adjustment per kWh. In addition to mc<sup>2</sup> electricity supply charges, ComEd distribution charges and related taxes will be itemized separately by ComEd in your bill and are not included in the price under this Agreement. You are responsible to pay ComEd for these charges.

### **Term**

mc<sup>2</sup> will commence service on the next available meter read date and continue through the number of monthly billing cycles set forth in the above Supply Agreement Disclosure of this Agreement. The start date for the Initial Term will be subject to receiving an accepted Delivery Access Service Request (DASR) from the Utility for Customer's Utility account. The Initial Term and any Renewal Term are collectively referred to herein as the "Term".

### **Billing and Payment**

The cost of your power and energy from mc<sup>2</sup> will be included on your Utility bill for each billing cycle and will be based on Utility meter reads or estimates from the Utility. You agree that the Utility may provide us with your payment information and that you accept the Utility's measurements for the purpose of determining the amount you owe mc<sup>2</sup> for power and energy under this Agreement. You must remit payment to the Utility under their terms and at the address provided by the Utility.

### **Renewal**

Unless this Agreement and/or the PSA is terminated prior to the end of the term of this Agreement and in the event the PSA is not renewed or extended by the Village of Hawthorn Woods, you will be restored to ComEd bundled service at the end of the term of this Agreement. If the PSA is renewed or extended by the Village, you will receive a notice with the proposed specific rate, terms and conditions and the opportunity to opt-out of the Village's Aggregation Program.

CANCELLATIONS MAY BE SENT ELECTRONICALLY TO: [HawthornWoods@mc2energyservices.com](mailto:HawthornWoods@mc2energyservices.com)

OR MAY BE MAILED TO:

MC Squared Energy Services, LLC - mc<sup>2</sup>

175 West Jackson Blvd., Suite 240

Chicago, IL 60604

Fax: (877) 281-1279

OR CAN BE CALLED IN TO: 1-8XX-XXX-XXXX

### **Termination**

In addition to any other remedies mc<sup>2</sup> may have, this Agreement may be terminated by mc<sup>2</sup> upon 30-day notice to customer if we return your service to ComEd per the PSA, you move outside the Village of Hawthorn Woods area, you cease to be a ComEd customer or become ineligible for ComEd's Consolidated Billing. You may terminate this Agreement within 10 days after you receive your first bill under this Agreement from ComEd by notifying us at 1-8XX-XXX-XXXX. There is NO Termination Fee if you terminate the MC Squared Agreement prior to the end of the applicable term. If you terminate your agreement early, you will be obligated to pay for services rendered under the contract until service is terminated.

### **Adverse Material Change**

This Agreement may be revised at any time by mc<sup>2</sup> in the event of the occurrence of an event beyond mc<sup>2</sup> reasonable control that materially alters the obligations of mc<sup>2</sup> in performance of this Agreement. In such circumstances, mc<sup>2</sup> will notify you and offer you a revised price and terms. If you do not accept the revised price and terms within 30 days, mc<sup>2</sup> may terminate this Agreement.

### **Community Solar**

Definitions: The following definitions from external sources are incorporated by reference.

- "Community Solar," or "CS," is a type of net metering that is available to customers pursuant to Section 16-107.5(l) of the Public Utilities Act [220 ILCS 5] and ComEd Rider POGCS [ILL C.C. No. 10, Sheet 344].
- "Subscriber" and "Subscription" are defined in Section 1-10 of the Illinois Power Agency Act [20 ILCS 3855]; "Subscriber" shall also incorporate the definition of "CS Subscriber" from ComEd Rider POGCS.
- "CS Beneficiary" is defined in ComEd Rider POGCS.
- "Energy Supply Rate" is defined below, and is intended to reflect an estimate of mc<sup>2</sup> costs to serve the Customer net of capacity, transmission, and other costs.

**Community Solar Arranged By Customer Independent Of Supplier.** To the extent that Customer is granted Subscriber or Beneficiary status by their utility with a CS project that Supplier did not arrange, the credit from Supplier to Customer pursuant to

Section 16-107.5(l)(2) of the Public Utilities Act (e.g., the Energy Supply Rate) shall be no higher than \$0.02/kWh, unless otherwise specified in the Confirmation attached hereto. Customer need not take further action with mc<sup>2</sup> to effectuate such a subscription or other interest.

Customer acknowledges that mc<sup>2</sup> will provide credits to the customer based on information provided by the utility to the Regional Transmission Organization/RTO and/or mc<sup>2</sup>. Customer agrees to indemnify and hold harmless mc<sup>2</sup> for any errors made by the utility or Regional Transmission Organization/RTO in providing or communicating relevant credits and information to mc<sup>2</sup>.

#### **Notices**

Except as otherwise set forth in this Agreement or required by applicable law, notices to be provided under this Agreement shall be by U.S. Mail to the mailing address provided or electronic to the email address if provided.

#### **Limitations of Liabilities**

LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT AND ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES EXPRESSLY WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR INDIRECT DAMAGES. MC2S LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE.

#### **Miscellaneous Provisions Waiver**

A waiver by either Party of any breach of the Agreement, or failure of either Party to enforce any of the terms and provisions of the Agreement, will not in any way affect, limit or waive that Party's right to subsequently enforce and compel strict compliance with the same or other terms or provisions of the Agreement.

#### **Assignment**

Neither Party may assign the Agreement, in whole nor in part, without the other Party's prior written consent, but neither party may unreasonably withhold consent. However, mc<sup>2</sup> may assign the Agreement to another ARES without Customer's prior consent but that ARES shall agree in writing to be bound by this Agreement.

#### **Force Majeure**

If either Party is unable to perform its obligations, in whole or in part, due to an event of Force Majeure as defined herein, then the obligations of the affected Party (other than the obligations to pay any amounts due prior to the Force Majeure event) shall be suspended to the extent made necessary by such event. The term Force Majeure shall mean any act or event that is beyond the claiming Party's control (and which is not reasonably anticipated and prevented through the use of reasonable measures) including, without limitation, the failure of the Utility to receive, transport or deliver or otherwise perform, unless due to the failure of the Party claiming Force Majeure to perform such Party's obligations hereunder, and an event of Force Majeure of mc<sup>2</sup> suppliers. The Party suffering the event of Force Majeure shall give written notice of such event of Force Majeure in reasonably full particulars to the other Party, as soon as reasonably possible. Each Party shall make reasonable efforts to remedy Force Majeure as soon as possible. Force Majeure shall not include (i) the opportunity for mc<sup>2</sup> to sell the electricity to be sold under this Agreement to another party at a higher price than that set forth in the Agreement, (ii) the opportunity for Customer to purchase the electricity (or its Accounts from another party) at a lower price than that set forth in the Agreement, or (iii) the inability of either Party to pay its bills under the Agreement or any other of its bills.

#### **Entire Agreement Amendments**

This Agreement constitutes the entire understanding between the Parties, and supersedes and replaces any and all previous understandings, oral or written, in any matter relating to this Agreement. This Agreement may be amended only upon mutual agreement of the Parties and will only be effective if the amendment is in writing and executed by the Parties.

#### **Emergency, Outage and Wire Service**

In the event of an emergency, outage or service need, Customer must call the Utility at the emergency number indicated on the Utility invoice: 1-800-EDISON1 (1-800-334-7661).

#### **Customer Care**

Customer may contact mc<sup>2</sup> for Customer Care if Customer has specific comments or questions by calling mc<sup>2</sup>'s toll-free telephone number at 1-8XX-XXX-XXXX between the hours of 8AM and 5PM Central Prevailing Time (CPT), faxing mc<sup>2</sup> at (877) 281-1279, emailing mc<sup>2</sup> at [HawthornWoods@mc2energyservices.com](mailto:HawthornWoods@mc2energyservices.com) or mailing to the business address. The Illinois Commerce Commission can also be reached at 1-800-524-0795, TTY at (800) 858-9277 and their website address is <http://www.icc.illinois.gov/>.

#### **Dispute Resolution**

In the event of a dispute between you and mc<sup>2</sup>, you and mc<sup>2</sup> both agree to (1) raise any claim that could be brought at the Illinois Commerce Commission ("Commission") at the Commission, and (2) in the event of a dispute at the Commission, agree to voluntary binding arbitration pursuant to the Commission's Rules.

### **UNIFORM DISCLOSURE STATEMENT**

Name: MC Squared Energy Services, LLC (mc<sup>2</sup>)  
Address: 175 West Jackson Blvd, Suite 240 Chicago, IL 60604  
Phone: 1-877-622-7697

Price (in cents/kWh) and number of months this price stays in effect:	Variable - ComEd Purchased Electricity Charges, Transmission Charges and ComEd Purchased Electricity Adjustment. 36 months
Other monthly charges:	None
Total Price (in cents/kWh) with other monthly charges:	N/A
Length of contract:	Thirty-six (36)
Price after the initial price:	N/A
Early Termination Fee:	\$0.00
Contract Renewal:	No Automatic Renewal
Rescission:	You have a right to rescind (stop) your enrollment within 10 days after your utility has received your order to switch suppliers. You may call us at 1-8XX-XXX-XXXX or your utility at (800) 334-7661 to accomplish this.
Cancellation:	You also have the right to terminate the contract without any termination fee or penalty if you contact us at 1-8XX-XXX-XXXX within 10 business days after the date of your first bill with charges from MC Squared Energy Services (mc <sup>2</sup> ).

This is a sales solicitation and the seller is MC Squared Energy Services (mc<sup>2</sup>), an independent retail electricity supplier. If you enter in a contract with the seller, you will be changing your retail electric supplier. The seller is not endorsed by, representing, or acting on behalf of, a utility or utility program, a governmental body or a governmental program, or a consumer group or a consumer group program.

If you have any concerns or questions about this sales solicitation, you may contact the Illinois Commerce Commission's Consumer Services Division at (800) 524-0795. For information about the electric supply price of your electric utility and offers from other retail electric suppliers, please visit [PlugInIllinois.org](http://PlugInIllinois.org).

## EXHIBIT B

### Buffalo Grove Opt Out Mailing Schedule February 2020 (ESTIMATED)

#### Meter Cycles 3 to 20

Date	Round Lake Beach Activity Opt Out Schedule
11/19/19	Assumed date Village signs contract
11/22/19	Village sends MC <sup>2</sup> all information necessary to create individual letterheads and outer envelopes so mailing is from Village
11/26/19	MC <sup>2</sup> receives updated Address lists and Account numbers from Village
12/2/19	MC <sup>2</sup> orders letterheads and outer envelopes from mailing house
12/13/19	MC <sup>2</sup> send draft mailing packets to Village for approval
12/16/19	Village approves the final mailing material; mc <sup>2</sup> sends to mailing house for print
12/23/19	<b>21 days Opt Out Notice Mailing Drop</b>
1/13/20	<b>Opt Out Due Date</b>
1/15/20	MC <sup>2</sup> processes account numbers for enrollment
1/17/20	DASR dates (Enrollments for meter cycles for all Meter cycles 11 to 20)
02/5/20	First meter cycle <u>start</u> for the new price (February meter cycle 3)

## EXHIBIT C

### PRICE

**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); and participants enrolled in a net metering program through ComEd or an ARES other than the Supplier.**

**Eligible Customers in the initial and subsequent opt-out cycles will be placed on Supplier service or Tariffed Service as defined in Section 2.35 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:

February 2020 –  
February 2023

Percent of RECs:	0%
Civic Contribution:	\$34,000/annual (\$102,000 total for 36 Months)

Supplier will provide a \$34,000 Annual (\$2,834 monthly) civic contribution to the Village per the term. The civic contribution will be payable in equal monthly installment payments to the Village within 30 days after the last meter read cycle of each delivery month (i.e. February 2020 payment will be paid in April 2020).

If the number of accounts that supplier falls below 485 accounts (20% of the eligible customer pool), supply may, after consultation with the Village, terminate or adjust the monthly payment for the unrestricted civic contribution for the remaining amounts not yet paid to the Village.

**Early Termination**

In the event Municipality terminates pursuant to Section 6.4 of the Agreement, Supplier’s

obligations to provide civic contributions or RECs will be calculated by multiplying Supplier's obligation for Term by the number of full billing cycles during Term (or, as appropriate, Extended Term) before expiration of Advance Notice Period and divide that product by the number of full billing cycles in Term (or, as appropriate, Extended Term). The Parties shall subtract from such total the payments or REC retirements already undertaken by Supplier at the expiration of Advance Notice Period.

**Supplier:**  
MC Squared Energy Services, LLC

**Municipality:**  
Village of Hawthorn Woods

Signed:



Printed/Typed Name:

Charles C. Sutton

Title:  
President

Signed:



Printed/Typed Name:

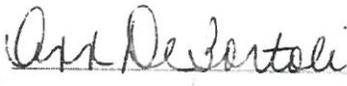
Joseph Mancino

Title:  
Village President

Date: DECEMBER 2, 2019

Date: December 27, 2019

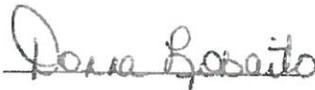
Attest:  
Signed



ANN DE BORTOLI  
Printed/Typed Name:

DIRECTOR SALES & MARKETING  
Title:

Attest:  
Signed



Donna Lobaito  
Printed/Typed Name:

Village Clerk  
Title:

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**Supplier:**  
MC Squared Energy Services, LLC

**Municipality:**  
Village of Hawthorn Woods

Signed:

Signed:

\_\_\_\_\_  
Printed/Typed Name:

Charles C. Sutton

\_\_\_\_\_  
Printed/Typed Name:

Joseph Mancino

Title:  
President

Title:  
Village President

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

Date: November 27, 2019

Attest: \_\_\_\_\_  
Signed

Attest: Donna Lobaito  
Signed

\_\_\_\_\_  
Printed/Typed Name:

Donna Lobaito  
Printed/Typed Name:

\_\_\_\_\_  
Title:

Village Clerk  
Title:

EXHIBIT D

**INSURANCE COVERAGES**

A. Worker's Compensation and Employer's Liability with limits not less than:

- (1) Worker's Compensation: Statutory;
- (2) Employer's Liability:
  - \$500,000 injury-per occurrence
  - \$500,000 disease-per employee
  - \$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive General Liability

- a. with coverage written on an "occurrence" basis with limits no less than:  
\$1,000,000 Bodily Injury and Property Damage Combined Single Limit Coverage is to be written on an "occurrence" basis.

Coverage shall include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Agreement)
- \$200,000 Deductible

- b. coverage written on a "claims made" basis with limits no less than:  
\$1,000,000 Bodily Injury and Property Damage Combined Single Limit Coverage is to be written on a "claims made" bases.

Coverage shall include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Agreement)
- \$200,000 Deductible

- c. with coverage for motor vehicle liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

C. Umbrella Policy. The required coverage may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

D. Owner as Additional Insured. Municipality shall be named as an Additional Insured the Comprehensive General Liability policy identified in Section B of this Exhibit D.

