

ORDINANCE NO. 2395-24

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT
AMENDMENT NO. 2 WITH MC SQUARED ENERGY SERVICES, LLC

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 hereby authorized and directed to execute an agreement with MC Squared Energy Services, LLC, in substantially the form attached hereto as Exhibit "A", and, by this reference, made a part hereof.

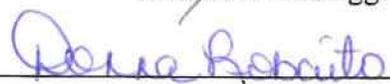
The foregoing Ordinance was adopted on October 28, 2024 by a roll call vote as follows:

AYES: Kaiser, McCarthy, Regnier, Bauer, Hunt, Roman

NAYS: 0

ABSENT AND NOT VOTING: 0

APPROVED: 
Dominick DiMaggio, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

ADOPTED: October 28, 2024

APPROVED: October 28, 2024

Exhibit "A"

EXTENDED TERM AGREEMENT AMENDMENT NO. 2

This Extended Term Agreement Amendment No. 2 (hereinafter the "ETA No. 2"), is entered as of this 28th day of October 2024 between the Village of Hawthorn Woods, Lake 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 November 27, 2019 and amended on October 25, 2022, further amended on October 28, 2024 (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.

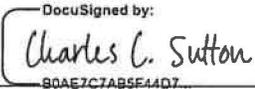
NOW, THEREFORE, the Parties agree as follows:

1. The Parties agree to replace Exhibit A with Amended Exhibit A to reflect the mutually agreed extended term of twenty-four (24) months.
2. The Parties agree that by executing this ETA No.2, Extended Term will last until February 2027, subject to future mutual extensions.
3. The Parties agree that Supplier has the right to conduct subsequent opt-out cycles to add eligible customer accounts to Supplier Service and/or return eligible accounts to ComEd's Tariffed Service during the spring months of March through June and fall months of October through December.
4. Article 2.21 will remain "Power Supply Bid" means the bidding process conducted by Illinois Aggregation Consultants on behalf of the Municipality."

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:
Dominick DiMaggio _____

Title:
President _____

Title:
Mayor _____

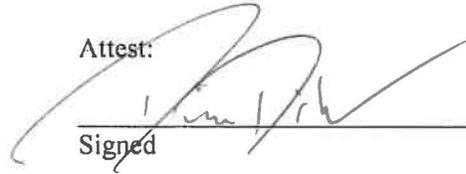
Date: 10/16/2024 _____

Date: 10/28/24 _____

Attest: Signed by:
Sharon Alegado
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Signed _____

Sharon Alegado
Printed/Typed Name:

Vice President, Sales and Marketing
Title:

Attest: 
Signed _____

Dominic DiMaggio
Printed/Typed Name:

Mayor
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: Twenty-four (24) months

February 2025 – February 2027	Percent of RECs:	Zero
	Civic Contribution:	\$1,667 / Monthly

Supplier will provide a monthly \$1,667 civic contribution to the Municipality for the term of the agreement. The Civic Contribution will be payable to the Municipality within 30 days after the last meter read cycle of each delivery month (i.e. February 2025 payment would be paid in April 2025).

Supplier: MC Squared Energy Services, LLC

Municipality: Village of Hawthorn Woods

Signed:

DocuSigned by:

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Printed/Typed Name:

Charles C. Sutton

Title:

President

Signed:



Printed/Typed Name:

Domianich DiMaggio

Title:

Mayor

Date: 10/16/2024

Date: 10/28/24

Attest: Signed by:
Sharon Alegado
76A13B25E7B5470
Signed _____

Attest: 
Signed _____

Sharon Alegado
Printed/Typed Name:
Vice President, Sales and Marketing
Title:

Dominic DiMaggio
Printed/Typed Name:
Mayor
Title: