

**DATE:** May 23, 2018

**TO:** Honorable Mayor Jerry Smith  
City Council

**FROM:** Patty Hoppenstedt, Interim City Manager  
Tim Holdeman, Public Works Director  
Patrick DiDiana, Management Analyst

**SUBJECT:** Authorizing the Negotiation and Execution of Two Electrical Aggregation Contracts with Dynegy for Electricity at the DeKalb Taylor Municipal Airport and City-Owned Street Lights and Traffic Controls for a Period Not to Exceed 12 Months.

## I. Summary

The City currently has two agreements for electrical aggregation services – one for the DeKalb Taylor Municipal Airport (DTMA), and the other for City-owned streetlights and traffic controls; both agreements expire this summer. To ensure the City receives competitive energy rates, staff has collaborated with Rock River Energy Services (RRES) to obtain bids on behalf of the City.

Based on the bids received on May 7 and 8, 2018, staff recommends that Council authorize the negotiation and execution of two electrical aggregation contracts with Dynegy for the DTMA and City-owned streetlights and traffic controls, not to exceed 12 months.

## II. Background

On April 14, 2018, ComEd filed its annual rate report with the Illinois Commerce Commission (ICC). Staff reviewed the public report and found a rate increase planned for all municipal-owned streetlights and traffic controls across Illinois. The City currently pays .03442 per kilowatt hour (kWh) through a 12-month contract with Constellation, which expires on August 31, 2018. If the City does not execute a new contract by the above end date, the rate per kWh will default to ComEd's planned rate of .03965 per kWh. The increased rate may potentially cost the City an added \$11,747 as illustrated below.

	Rate per kWh	12 Month kWh Usage (2,246,080 therms)
Current Contracted Rate	.03442	\$77,310.07
New ComEd Rate	.03965	\$89,057.07

On May 7, 2018, RRES used the consumption data below to obtain bids for one, two and three-year contracts.

Historical kWh Usage	12 Month	24 Months	36 Months
Usage	2,246,080	4,492,160	6,738,240

Based on the usage listed above, staff received bids from two alternative energy suppliers for City-owned streetlights and traffic controls.

Dynegy	12 Month	24 Months	36 Months
Alternative Supplier Rate	.02974	.02992	.02959
Estimated Energy Cost	\$66,798.42	\$67,202.71	\$66,461.51

MC2	12 Month	24 Months	36 Months
Alternative Supplier Rate	.03072	.03036	.02990
Estimated Energy Cost	\$68,999.58	\$68,190.99	\$67,157.79

Although the 36-month option appears favorable in comparison to the 12 and 24-month options, the 12-month option makes most sense. Savings for choosing the 36-month option over the 12-month option are not significant and are only \$336.91. The extended 36-month contract limits the City's ability to leverage the market. Staff recommends a contract with Dynegy not to exceed 12-months.

On July 31, 2018, the contract for electrical aggregation services at the DTMA expires. The current contracted rate is .05714 per kWh. If the City does not execute a new contract by the above end date, the rate per kWh will default to ComEd's planned rate of .07771 per kWh. The increased rate may potentially cost the City an added \$8,470.87 for the upcoming year as illustrated below.

	Rate per kWh	12 Month kWh Usage (411,807 therms)
Current Contracted Rate	.05714	\$23,530.65
New ComEd Rate	.07771	\$32,001.52

On May 8, 2018, RRES used the consumption data below to obtain bids for one, two and three-year contracts.

Historical kWh Usage	12 Month	24 Months	36 Months
Usage	411,807	823,614	1,235,421

Based on the usage listed above, staff received bids from five alternative energy suppliers for electricity at the DTMA.

Dynegy	12 Month	24 Months	36 Months
Alternative Supplier Rate	.05721	.05647	.05571
Estimated Energy Cost	\$23,559.48	\$23,254.74	\$22,941.77



Energy.Me	12 Month	24 Months	36 Months
Alternative Supplier Rate	.06541	.06590	.06490
Estimated Energy Cost	\$26,936.82	\$27,138.08	\$26,726.27

Direct Energy	12 Month	24 Months	36 Months
Alternative Supplier Rate	.06798	.06590	.06490
Estimated Energy Cost	\$27,993.82	\$27,138.08	\$26,726.27

USG&E	12 Month	24 Months	36 Months
Alternative Supplier Rate	.07280	.07170	.07150
Estimated Energy Cost	\$29,979.55	\$29,526.56	\$29,444.20

MC2	12 Month	24 Months	36 Months
Alternative Supplier Rate	.05873	.05746	.05671
Estimated Energy Cost	\$24,185.43	\$23,662.43	\$23,353.57

Staff recommends a contract with Dynegy not to exceed 12 months at the DTMA. The 12-month contract provides substantial savings with the flexibility to revisit the market.

### III. Community Groups/Interested Parties Contacted

City Council will have an opportunity to discuss this item at the May 29, 2018, Regular City Council Meeting.

### IV. Legal Impact

The City Attorney has reviewed the sample contract for proposed contracts (Exhibit A) and has no objections to the terms.

### V. Financial Impact

The City will save an estimated \$8,470.87 with the new agreement.

### VI. Options

1. Council can choose to authorize two electrical aggregation contracts with Dynegy for a period not to exceed 12 months.
2. Council can choose to instruct staff to solicit new bids through a different energy brokerage firm.

### VII. Recommendation

Staff recommends Council authorize two 12-month electrical aggregation contracts with Dynegy Energy for the DTMA and City-owned streetlights and traffic controls



**RESOLUTION 2018-**

**AUTHORIZING THE NEGOTIATION AND EXECUTION OF TWO ELECTRICAL AGGREGATION CONTRACTS WITH DYNEGY FOR ELECTRICITY AT THE DEKALB TAYLOR MUNICIPAL AIRPORT AND CITY-OWNED STREETLIGHTS AND TRAFFIC CONTROLS FOR A PERIOD NOT TO EXCEED 12 MONTHS.**

**WHEREAS**, the City of DeKalb is a Home-Rule Municipal Corporation governed by the applicable provisions of the Illinois Constitution and Illinois Municipal Code; and

**WHEREAS**, Council authorize the execution of a 12-month contract with Dynegy for electricity at the DeKalb Taylor Municipal Airport; and

**WHEREAS**, Council authorize the execution of a 12-month contract with Dynegy for electricity to run the City's streetlights and traffic controls.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:**

**Section 1:** The City hereby authorizes the Mayor of the City of DeKalb to enter into a 12-month contract with Dynegy Energy for electricity at the DeKalb Taylor Municipal Airport.

**Section 2:** The City hereby authorizes the Mayor of the City of DeKalb to enter into a 12-month contract with Dynegy Energy for electricity to run the City's streetlights and traffic controls.

**Section 3:** That the City Clerk of the City of DeKalb, Illinois be authorized and directed to attest the Mayor's Signature and shall be effective thereupon.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, at a Regular meeting thereof held on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, and approved by me as Mayor on the same day.

**ATTEST:**

\_\_\_\_\_  
**SUSANNA HERRMANN**, City Clerk

\_\_\_\_\_  
**JERRY SMITH**, Mayor



ELECTRIC SERVICE AGREEMENT – EXHIBIT A

INVOICE & CONTACT INFORMATION			
DYNEGY ENERGY SERVICES (“Supplier”)		_____ (“Customer”)	
Attn:	Customer Care	Attn:	
Address:	1500 Eastport Plaza Dr. Collinsville, IL 62234	Address:	
Telephone:		Telephone:	
E-Mail:		Email:	
DUNS #:		DUNS #:	
Federal Tax ID #:		Federal Tax ID #:	
Utility:			
Regional Transmission Organization (RTO):			
Broker/Consultant (If blank, N/A):			

**THIS EXECUTABLE OFFER BECOMES BINDING UPON EXECUTION SUBJECT TO CUSTOMER EXECUTING THE AGREEMENT PRIOR TO MIDNIGHT ON MARCH 3, 2017 CST**  
**THE TERMS AND CONDITIONS HEREIN ARE HIGHLY CONFIDENTIAL AND PROPRIETARY AND SHALL NOT BE RELEASED TO ANY PERSON, FIRM OR ENTITY WITHOUT THE EXPRESSED PERMISSION OF SUPPLIER.**

Table 1				
Select Term:	Quote #:	Delivery Term Begins:	Delivery Term Ends:	Power Price (/kWh):

Table 2: ACCOUNT INFORMATION		
Account #	Bill Group	Service Location

**Eligibility:** This Agreement is only applicable to accounts that are less than 400 kW, and if more than one account less than 2,000 kW in aggregate, as defined by the Utility (“Utility”) and as designated at the time of execution of this Agreement. Customer must complete and sign Exhibit A and return all pages of this Agreement to Supplier. Supplier reserves the right to not initiate service under this Agreement if, at Supplier’s sole discretion, it is determined Customer is ineligible for this offer.

**Net Metering. Customer must enroll, and be accepted in, as applicable by state law, Supplier’s net metering program in order to participate in net metering with Supplier.**

		Customer Notice, if different from above: <b>(Do not use P.O. Box)</b>	
		ATTN:	
Signature:		Address:	
Print Name:			
Print Title:		E-mail:	
Date:		Phone:	

\_\_\_\_ Check here if you are a local government entity as defined by 50 ILCS 505/Local Government Prompt Payment Act.

**By signing above, you certify that 1) you are authorized to enter into this Agreement with Supplier, 2) you have read the Terms & Conditions of this Agreement and Customer will be bound by such Terms & Conditions, and 3) Customer authorizes Supplier to enroll the Account(s) listed in Table 2 with the Utility which will allow Supplier to provide retail electric services.**

**Upon execution by Customer and delivery to Supplier, this Agreement is binding. Please retain a copy for your records and send a signed copy to [DEScontracts@Dynergy.com](mailto:DEScontracts@Dynergy.com). Supplier will forward all necessary documents to the Utility.**

## ELECTRIC SERVICE AGREEMENT – TERMS AND CONDITIONS

This Electric Service Agreement Terms & Conditions and associated Exhibit A (collectively, the "Agreement"), by and between Supplier and Customer and is dated and effective as of the date the Exhibit A is signed by Customer, applies to, and represents the entirety of, Supplier's and Customer's understandings and agreements regarding Customer's full requirements for electricity to the Account(s) set forth in Table 2 ("Retail Power"). Supplier and Customer may be referred to herein individually as a "Party" and collectively as the "Parties". To the extent there is a conflict in the terms, interpretation or understanding of this Agreement and Exhibit A, the terms of Exhibit A shall supersede the terms of this Agreement.

### 1. Power Price

Supplier will arrange for delivery of Customer's Retail Power. The Power Price noted in Exhibit A includes charges for energy, capacity, applicable Regional Transmission Operator, ancillary services and other market settlement charges, distribution and transmission energy losses, charges associated with the purchase, acquisition and delivery of renewable energy certificates (RECs) in accordance with the applicable state-mandated Renewable Portfolio Standards ("RPS") requirements, if applicable, plus scheduling and load forecasting associated with the delivery of Customer's Retail Power. Such RPS Charge imposed on Alternative Retail Energy Suppliers ("ARES") are due to expire as of June 1, 2019 pursuant to the Future Energy Jobs Bill (SB 2814), as amended. As of June 1, 2019, Supplier will no longer charge an RPS Charge. It is understood and agreed that any RECs purchased and retired in accordance with the aforesaid state mandate is not the property of Customer and Customer has no claim, interest, or right to said RECs, or any value derived therefrom.

### 2. Term

Retail Power delivery will begin for each Account, contingent upon confirmation of successfully enrolled Direct Access Service Request from the host Utility, on the first available meter reading date of the month noted under "Delivery Term Begins" in Table 1 or as soon as possible thereafter, and ends on the regularly scheduled meter reading date for the month noted under "Delivery Term Ends" in Table 1 ("Term"). At the end of the Term of this Agreement, Supplier will return Customer to Utility default service, unless a written amendment has been executed to renew the Term. Notwithstanding the foregoing, the Term is subject to renewal pursuant to the conditions under Section 3, Monthly Renewal.

### 3. Monthly Renewal

This Agreement shall automatically continue on a monthly basis ("Renewal Term") at the rates determined by Supplier, which may vary from month to month. If Customer has not notified Supplier that Customer has elected to obtain Retail Power from another retail supplier, then Supplier may, in its sole discretion, place Customer on Renewal Term service or Supplier may return Customer to Utility default service, thereby terminating this Agreement.

## 4. Billing and Payment

Customer will receive a single bill from the Utility that contains Supplier charges set forth in this Agreement and Utility charges. Customer will make payments to the Utility according to the Utility's billing rules and schedules. Failure to pay Supplier charges may result in the Account(s) being returned to the Utility's standard service and forfeiture of Customer's right to choose another retail electric service provider until past due amounts are paid. Failure to pay invoice charges may result in the Account(s) being disconnected in accordance with the Utility's business practices. If, due to Utility rules, any Account(s) become ineligible for a single bill from the Utility, at any time during contract, then Supplier will issue an invoice for all ineligible Account(s). Supplier's invoice will reflect the Power Price for Retail Power times the kWh each month for those accounts billed by supplier, Customer will make payments to Supplier within twenty-one (21) days from the invoice date. Late payment charges may be assessed at the rate of 1.5% per month of the outstanding invoice amount if not received by the due date. If specified above that Customer is a local government entity as defined by its local government Prompt Payment Requirements Act as indicated on Exhibit A, then in such event said Act shall control with regard to the calculation of payment due dates and late payment charges. All other provisions in this paragraph remain the same and are in effect.

## 5. Financial Responsibility

If requested, Customer shall provide a payment history record from the Utility to determine Customer's creditworthiness. If Customer's credit becomes unsatisfactory including, but not limited to, a consistent pattern of late payments, as determined by Supplier in a commercially reasonable manner, during the Term of this Agreement, Supplier may terminate this Agreement by 15 calendar days' notice of cancellation. Customer remains obligated to pay for all Retail Power delivered within 10 calendar days following the termination date.

## 6. Termination

Upon termination of this Agreement by any party for any reason, Customer will return to its Utility for electricity and will remain responsible for all charges for electricity through the date of termination. The effective date of any termination by Customer or Supplier will be the next available meter read date after expiration of any required notice period and processing by Utility and/or Supplier. If the Term or Renewal Term has not been fulfilled by Customer, Customer can be subjected to an Early Termination Fee, by account, calculated by the Power Price times estimated remaining kilowatt-hours (kWh), or the maximum amount allowed by law.

## 7. Limitation of Liability

UTILITY CONTINUES TO PROVIDE DELIVERY SERVICES UNDER THIS AGREEMENT; THEREFORE, SUPPLIER WILL NOT BE LIABLE FOR ANY INJURY, LOSS, CLAIM, EXPENSE, LIABILITY OR DAMAGE RESULTING FROM FAILURE BY UTILITY OR TRANSMISSION PROVIDER. SUPPLIER IS ALSO NOT LIABLE FOR ANY INJURY, LOSS OR DAMAGE RESULTING FROM INTERRUPTION, INSUFFICIENCY OR IRREGULARITIES OF SERVICE. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD-

PARTY, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR FOR ANY DAMAGES OF A SIMILAR NATURE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

#### **8. Force Majeure**

If a Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement (the "Claiming Party") and gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. During the period excused by Force Majeure, the non-Claiming Party shall not be required to perform its obligations under this Agreement. "Force Majeure" shall mean an event or circumstance which prevents the Claiming Party from performing its obligations or causes delay in the Claiming Party's performance under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence or use of good utility practice, as defined in the applicable transmission tariff, the Claiming Party is unable to overcome or avoid or cause to be avoided, such as, but not limited to: acts of God, fire, flood, earthquake, war, riots, strikes, walkouts, lockouts and other labor disputes that affect Customer or Supplier. Force Majeure shall not be based on 1) Customer's inability to economically use the Retail Power purchased hereunder; or 2) Supplier's ability to sell the Retail Power at a price greater than the price under this Agreement.

#### **9. Change in Law or Regulatory Event**

In the event that any change in or enactment of any laws, regulations, administrative ruling, judicial decisions, interpretation, entries, findings, orders, tariffs, or operating procedures under this Agreement by any federal or state government, federal or state agency, regulatory body such as the Federal Energy Regulatory Commission (FERC), Regional Transmission Operator (RTO), UTILITY, or any similar entity relating to the generation, capacity, reliability, transmission, marketing, or sale of electricity or renewable energy resources ("Regulatory Event") results in new or increased costs or tariffs to the Supplier, as determined in its reasonable discretion, Supplier may implement the change in pricing necessary to accommodate the impact of the change, which shall be effective on the invoice for the date that coincides with the next Monthly Billing Cycle. In such event, Customer agrees that it shall be bound by the new pricing set forth in the written notice described in the foregoing provision.

#### **10. Assignment**

This Agreement shall be binding on each Party's successors and permitted assigns. Customer shall not assign its rights and/or obligations under this Agreement without the prior written consent of Supplier. Supplier may assign, subcontract or delegate all or any part of Supplier's rights and/or obligations under this Agreement without consent from Customer.

#### **11. Environmental Disclosure**

This Agreement incorporates the information provided to Customer or made available to Customer at Supplier's website ([www.Dynegy.com](http://www.Dynegy.com)) regarding the approximate generation resource mix and environmental characteristics of electricity supply.

#### **12. Dispute Resolution**

In the event of a dispute concerning the observance or performance of any of the terms or conditions herein, and the Parties are not otherwise able to resolve such dispute within 30 days after notice, the Parties agree the dispute shall be resolved by arbitration in accordance with the rules and regulations established by the American Arbitration Association ("AAA"). Any decision rendered by the AAA shall be final and binding, and judgment may be entered by any court of competent jurisdiction.

#### **13. Miscellaneous**

The validity, interpretation and performance of this Agreement shall be governed by and performed in accordance with the laws of the state. This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes and extinguishes any and all prior oral or written agreements between the parties concerning the subject matter of this Agreement. This Agreement may only be modified or amended through a written document signed by both parties. Except as otherwise set forth in this Agreement, failure or delay on the part of Supplier to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

#### **14. Customer Service**

For questions about this Agreement, electric supply charges, or a change in Customer name, please contact our Customer Care Department by calling toll-free or by e-mail at the information found on Exhibit A. **IN THE EVENT OF AN EMERGENCY, POWER OUTAGE, OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR UTILITY.**

#### **15. Customer Information**

Customer authorizes Supplier to receive current and historical energy billing and usage data from the Utility and such authorization shall remain in effect during the entire Term unless Customer rescinds such authorization in writing. Supplier is prohibited from disclosing Customer's social security number and/or account number(s) without Customer's consent except for Supplier's own collections and credit reporting, participation in programs funded by the universal service fund or assigning a customer contract to another commercial retail electric service provider.



**Rock River Energy Services Company**  
**2047 S. IL Route 2**  
**Oregon, IL 61061**

**August 2018 Start**

**May 7, 2018**  
**City of Dekalb-Street Lighting**  
**223 S Fourth St.**  
**Dekalb, IL 60115**

			Current Est. Annual Cost
<b>Current Energy Supply Contract: Constellation-August 2017-August 2018</b>			
<b>Original Contracted Rate*:</b>	<b>0.03442</b>	<b>Per kWh</b>	<b>\$ 77,310.07</b>
<b>NEW ComEd rate:</b>	<b>0.03965</b>	<b>Per kWh</b>	<b>\$ 89,057.07</b>

Price includes Cost of Energy, Transmission Service Charges, Capacity Charges, Ancillary Service and PJM Charges, Renewable Portfolio Standard Costs, and Distribution and Transmission Losses.  
**Does not include ComEd delivery or Taxes.**

Estimated Term kWh Consumption	12 Months	24 Months	36 Months
Usage	2,246,080	4,492,160	6,738,240

**Dynegy Energy**

Alternative Supplier Rate:	0.02974	0.02992	0.02959
Est. Annual Fixed Energy Cost:	\$ 66,798.42	\$ 67,202.71	\$ 66,461.51

**MC2**

Alternative Supplier Rate:	0.03072	0.03036	0.02990
Est. Annual Fixed Energy Cost:	\$ 68,999.58	\$ 68,190.99	\$ 67,157.79

Our Agent fee is included in this price and is paid to us directly from the contracted supplier.

for ComEd account:0551052012, 0739012054, 1017178005, 1459118061, 1791072020, 2614448003, 2614499000  
 2691744002, 2698542006, 2698544000, 268554006, 3139014022, 5571073030

This proposal is based on 13 location(s).

The price is determined by the estimated term kWh usage, and these rates are time sensitive.

\*May not include increases due to regulatory changes.





**Rock River Energy Services Company**  
**2047 S. IL Route 2**  
**Oregon, IL 61061**

**July 2018 Start**

**May 8, 2018**  
**Dekalb Taylor Municipal Airport**  
**2232 Pleasant St.**  
**Dekalb, IL 60115**

			Current Est. Annual Cost
<b>Current Energy Supply Contract: Dynegy-July 2017-July 2018</b>			
<b>Original Contracted Rate*:</b>	<b>0.05714</b>	<b>Per kWh</b>	<b>\$ 23,530.65</b>
<b>NEW ComEd Rate:</b>	<b>0.07771</b>	<b>Per kWh</b>	<b>\$ 32,001.52</b>

Price includes Cost of Energy, Transmission Service Charges, Capacity Charges, Ancillary Service and PJM Charges, Renewable Portfolio Standard Costs, and Distribution and Transmission Losses.  
**Does not include ComEd delivery or Taxes.**

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Usage	411,807	823,614	1,235,421

**Dynegy Energy**

Alternative Supplier Rate:	0.05721	0.05647	0.05571
Est. Annual Fixed Energy Cost:	\$ 23,559.48	\$ 23,254.74	\$ 22,941.77

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Alternative Supplier Rate:	0.06541	0.06425	0.06319
Est. Annual Fixed Energy Cost:	\$ 26,936.30	\$ 26,458.60	\$ 26,022.08

**Direct Energy**

Alternative Supplier Rate:	0.06798	0.06590	0.06490
Est. Annual Fixed Energy Cost:	\$ 27,993.82	\$ 27,138.08	\$ 26,726.27

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Alternative Supplier Rate:	0.07280	0.07170	0.07150
Est. Annual Fixed Energy Cost:	\$ 29,979.55	\$ 29,526.56	\$ 29,444.20

**MC2**

Alternative Supplier Rate:	0.05873	0.05746	0.05671
Est. Annual Fixed Energy Cost:	\$ 24,185.43	\$ 23,662.43	\$ 23,353.57

Our Agent fee is included in this price and is paid to us directly from the contracted supplier.

for ComEd account: 0075041020, 2950419022, 2415052007, 3034019007, 2950409035, 2950413002, 2950414009  
 1839137004, 1506097008, 2950412005, 3034018028, 3288163078

This proposal is based on 12 location(s).

The price is determined by the estimated term kWh usage, and these rates are time sensitive.

\*May not include increases due to regulatory changes.