

RESOLUTION 11-93 Passed November 21, 2011

**AUTHORIZING THE CITY MANAGER TO
NEGOTIATE AND EXECUTE AN
AGREEMENT FOR THE PROVISION OF
WHOLESALE ELECTRICITY FOR WATER
WELLS AND WATER TREATMENT PLANTS
IN THE CITY OF DEKALB, ILLINOIS.**

WHEREAS, the City of DeKalb is a home rule municipality of the State of Illinois, as defined by the State of Illinois Constitution of 1970, Article 7, Section 6, and shall exercise all the powers and functions pertaining to its government and affairs, except those specifically limited by the concurrent or exclusive jurisdiction of the State of Illinois; and,

WHEREAS, Mid-American Energy Services currently provides the City of DeKalb with electricity for municipal purposes; and,

WHEREAS, the City of DeKalb has investigated various sources for the provision of wholesale electricity, through the independent energy brokerage services of Rock River Energy Services, and has been supplied with historical data on the daily rates charged by those sources, as well as rate packages and features supplied by those sources; and,

WHEREAS, the quotes for wholesale electricity are only valid for a one (1) day period and necessitate the ability to enter into an agreement on a timely and expedited basis; and,

WHEREAS, in October 2008, the City of DeKalb entered into a three year contractual agreement (ending December 2011) with Mid-American Energy resulting in a substantial savings on energy costs, now,

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of the City of DeKalb, Illinois as follows:

The City Manager is authorized to negotiate, accept, enter into and execute an agreement for the provision of wholesale electricity for the City of DeKalb's water wells and treatment plants, for a term not to exceed three years from the date of execution, and in an amount not to exceed \$250,000.00 per year, on terms and conditions acceptable to him. The City Council waives any requirements which would otherwise be applicable to this negotiation and agreement.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a regular meeting held on the 21st day of November, 2011, and approved by me as Mayor on the same day. Adopted by roll call vote: 7-0. Aye: Jacobson, Teresinski, Lash, Gallagher, Naylor, Baker, O' Leary.

ATTEST:



STEVE KAPITAN, City Clerk





KRIS POVLSSEN, Mayor



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Customer Confirmation

MC2 Energy Services
10 South Riverside Plaza
Suite Number 1800
Chicago, IL, 60606

Contract Number 108391
Quote Date 04/05/2012

Expiration Date 04/06/2012

Classic Fixed Price Product

Customer Name City of Dekalb

Billing Address

Bill Contact Name Unknown, Unknown

Address Attention

Address Type Company

Address Line 1

Email Address Email@email.com

Address Line 2

Main Phone 555-555-5555 ext

City, State, Zip , IL,

Main Fax

Payment Terms Payment Due 14 Days after Invoice Date

Contract Start Date 05/2012 **Contract End Date** 05/2013

Special Terms

Account Information

Account	Service Address	Projected kWh	Price \$ per kWh	Read Cycle	Projected Cycle Start Date	Projected Cycle End Date
0075041020	3550 Barber Greene Rd, DEKALB, IL, 60115	6,293	0.04856	20	05/29/2012	05/29/2013
1506097008	2860 Pleasant St, DEKALB, IL, 60115	10,597	0.04856	20	05/29/2012	05/29/2013
1839137004	2850 Pleasant St, DEKALB, IL, 60115	12,188	0.04856	20	05/29/2012	05/29/2013
2950409035	3232 Pleasant St, DEKALB, IL, 60115	93,300	0.04856	20	05/29/2012	05/29/2013
2950412005	3232 Pleasant St, DEKALB, IL, 60115	145,613	0.04856	20	05/29/2012	05/29/2013
2950413002	3232 Pleasant St, DEKALB, IL, 60115	47,669	0.04856	20	05/29/2012	05/29/2013
2950414009	3232 Pleasant St, DEKALB, IL, 60115	27,756	0.04856	20	05/29/2012	05/29/2013
2950416012	2100 Pleasant St, DEKALB, IL, 60115	5,237	0.04856	1	05/01/2012	05/01/2013
2950419022	2200 Pleasant St, DEKALB, IL, 60115	33,259	0.04856	1	05/01/2012	05/01/2013
3034018028	3331 Pleasant St, DEKALB, IL, 60115	22,680	0.04856	20	05/29/2012	05/29/2013
3034019007	367 191 B7 , DEKALB, IL, 60115	8,229	0.04856	20	05/29/2012	05/29/2013



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Customer Confirmation

MC2 Energy Services
10 South Riverside Plaza
Suite Number 1800
Chicago, IL, 60606

Contract Number 108391
Quote Date 04/05/2012

Expiration Date 04/06/2012

MC²


Signature 

Print Name JOE F CLARK

Title CFO

Date 4/10/12

Customer: City of Dekalb

Signature 

Print Name Mark Breznauer

Title City Manager

Date 4/5/12



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Retail Electricity Supply Agreement

This Retail Electricity Supply Agreement, including the General Terms and Conditions and Confirmation Sheet is entered in as of 04/05/2012 between City of Dekalb (Customer or You) and MC Squared Energy Services, LLC d/b/a mc² – Where Energy Comes From (mc²). You and mc² agree as follows:

Effective Date

Our Agreement becomes effective and binding after your execution and counter-execution by mc² (the Effective Date)

Scope of mc² Service

By this Agreement, you appoint mc² as your exclusive Alternative Retail Energy Supplier (ARES) for all Account Numbers listed in the Confirmation Sheet. mc² will act as your exclusive agent for all matters related to service under ComEd's Electricity Delivery Service tariff. mc² will arrange for supply of all your electricity requirements for the list accounts specified in the Confirmation Sheet. You are to provide all necessary data and authorizations so that mc² can enroll your accounts and you to authorize us to take such actions as necessary and reasonable to perform this Agreement, including but not limited to, enrolling accounts, 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) as defined below and identified in the Confirmation Sheet attached, you agree to pay mc² the following charges in the form of one energy price if you select our Classic Fixed Product or the following cost components if you select our Customer Choice Products which is further detailed on the Confirmation Sheet: (1) Electricity Supply Charge (2) Electricity Line Loss Charges and (3) Retail Adder Charges. You also agree to pay mc² all Taxes as defined below and Early Termination Charge, as described more fully below, if you Default or terminate our Agreement prior to the end of the Term. ComEd distribution charges and related taxes will be billed separately by ComEd and are not included in this Agreement. You are responsible to pay ComEd for these charges. The Confirmation Sheet must specify your choice of product(s) and related volumes as required for each product and is part of this Agreement. If any inconsistency exists between this base RETAIL ELECTRICITY SUPPLY AGREEMENT and the Confirmation Sheet, the Confirmation Sheet shall prevail.

Renegotiation of Price

Either mc² or the customer may in good faith reasonably request to renegotiate the Energy Price, set forth in the Confirmation Sheet attached, subject to mutually agreeable extension of the Term. This section shall not be construed as an obligation of either Party to modify the Energy Price or Term, and any such modifications of the Energy Price or Term shall only become effective if evidenced in writing and executed by both Parties.

Term

Initial Term

mc² will commence service subject to receiving an accepted delivery access service request (DASR) from ComEd for each customer utility account based on the Meter Read Cycle Start date(s) and continue through the estimated customer Meter Read Cycle End date(s) stated in the confirmation schedule attached. Meter read cycle start and end dates are based on estimates which may vary based on actual utility read dates for those cycles.

Extension of Initial Term

UNLESS OTHERWISE SPECIFIED IN THE CONFIRMATION SCHEDULE ATTACHED, THIS AGREEMENT WILL EXTEND AUTOMATICALLY AFTER THE CONTRACT END DATE ON A MONTH-TO-MONTH BASIS UNLESS CANCELED BY EITHER PARTY UPON 30 DAYS' WRITTEN NOTICE PRIOR TO THE END OF THE TERM OR ANY EXTENSIONS THEREOF. CUSTOMERS ELECTING TO BE SERVED ON A MONTH TO MONTH BASIS WILL PAY FOR ENERGY BASED ON REAL TIME HOURLY INDEX PRICES INCLUDING BALANCING AND OPERATING RESERVES, PLUS ANY APPLICABLE RTO, REGULATORY AND COMED COSTS INCURRED BY MC² WHILE SERVING THAT CUSTOMERS ACCOUNT PLUS AN ADMINISTRATIVE COST OF \$.007 PER KWH

Renewal

Unless otherwise specified in the confirmation letter attached, mc² will send a Renewal Letter delivered by U.S. Mail, facsimile or electronic mail no later than 60 days prior to the initial contract end date. The renewal letter will offer to extend the customers contract for one year at a fixed rate for customers on the Fixed Price Classic Product or Hourly PJM Day Ahead LMP Prices plus a \$/kWh Retail Adder Charge for Customers on the Choice Product which will be stated in the renewal letter. The customer must provide written notification to cancel this renewal offer within 15 days of the Renewal Letter date. After 15 days, the renewal offer will be deemed accepted, and the customer's current contract will be amended accordingly. Customers on the Customer Choice Product will subsequently have the option to lock in all or a percent of their load at a fixed rate mutually agreed upon by both parties throughout the term of the amended contract. Customers that do not accept the renewal offer but continue to be served by mc² without a contract extension will be billed on a month to month basis described above after the end of their current contract.

Billing and Payment

mc² will invoice the customer for each billing cycle based on actual meter reads received from ComEd or the RTO. You must remit payment within the Payment Terms as specified on the Confirmation Schedule attached. If ComEd or the ISO does not provide actual data in a timely manner, mc² may use estimated data to calculate your invoice and, upon receipt of actual data, will reconcile the charges and adjust them as necessary in subsequent invoices. If you fail to remit all invoiced amounts, including any Taxes or Early Termination Charges, other than any amount disputed in accordance with this section by the due date, interest will accrue on any past due amounts from the due date to the day payment is received by mc². Unless otherwise specified in the confirmation schedule, the interest charge on outstanding amounts will be one and one-half percent (1.5%) per month, or the highest rate permitted by law, whichever is less. A fee of \$25 will be also be assessed to you for each returned payment for insufficient funds.

Invoice Disputes

If the customer, in good faith, disputes some portion of an invoice, the remaining undisputed amount must be paid by the due date along with a written notice of the amount disputed. In all cases, Parties will use good faith efforts to resolve any dispute.

Credit

The Customer may be required to provide an initial deposit or agree to a prepayment schedule if: (a) you are determined to have experienced a material decline in creditworthiness; or (b) you have been delinquent in paying any electric bill two or more times during the past 12 twelve months. Any such deposit or outstanding prepayment credit balance will not accrue interest. In lieu of a cash deposit or prepayment schedule, mc² may, in its sole discretion, accept other forms of security from you that mc² finds acceptable in its sole discretion.

Early Termination

This Agreement may be terminated by the customer or mc² upon 45 days notice by either party. If either party exercises its right to terminate, a settlement amount will be paid based on the gain or loss on the sale of all unused "Fixed Energy Volumes" adjusted for applicable "ComEd Distribution Losses". In addition, an administration charge of \$0.005 per kilowatt hour will be paid by customer for all hours projected to be billed for the remainder of the contract term. The gain or loss on the sale of the unused "Fixed Energy Volumes" will be calculated based on the difference between current monthly market forward rates as of the termination date and historical monthly forward market rates on the date the contract was executed. The current and historical monthly market forward rates will be based on the published NYMEX electricity prices at the NIHUB Zone.



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GENERAL TERMS AND CONDITIONS

The following terms shall have the meanings set forth below. All other capitalized terms used herein shall Definitions have the meaning given such terms in the following rules, regulations, protocols and documents of the indicated governmental authorities (and in the event of any conflict, The applicable term shall be given the definition when first defined in the following order of priority): Public Utility Act, Electric Supplier Act, Illinois Administrative Code. And Utility Rate RDS or any successor rates.

"Accounts" means the Utility Account numbers, whether one or more of the property service addresses Identified on the Offer Sheet.

"ARES" means an Alternative Retail Electric Supplier certified by the Illinois Commerce Commission pursuant to the Public Utilities Act, meeting all obligations of ARES's under the Public Utilities Act and applicable regulations, and authorized to provide electric power and energy supply services in the Utility's service territory.

"Delivery Charges" means (i) all delivery service costs due under Rate RDS or any successor rates and (ii) any other applicable Utility tariff charges associated with Customers use of Utility's distribution network. These charges may include, but are not limited to: meter rental and installation charges, distribution facilities charges, customer charges, instrument funding charges, state taxes, franchise fees, lighting charges, public programs, and decommissioning charges.

"Retail Delivery Class" means the Utility's designation for retail customers used for purposes of computing delivery charges and settlement.

"Metered Usage" means the actual amount of electric energy (in kWh) used at the Accounts as determined by the Utility.

"Fixed Energy Price" Represents a per kWh price for each customer utility account served by mc² and set forth on the Confirmation Sheet.

"Fixed Energy Volumes" means kilowatt hours agreed to be locked in by the customer and set forth in the confirmation schedule as Projected Kilowatt hours for the Fixed Price Classic Product or Total Locked Usage for the Customer Choice Product.

"ComEd Distribution Losses" is based on Com Ed Current Distribution Loss Factors as set forth in Com Ed Rate RDS (Retail Delivery Service) applicable to the customer's utility account delivery class.

"Shaped Index Rate" means a Customer's weighted average hourly rate calculated for each billing cycle based upon actual or profiled hourly usage for each account and PJM Day Ahead LMP Prices, as set forth on the Confirmation Sheet.

"Shape Index Usage" is the difference between Metered Usage and Aggregate Fixed Energy volumes, as specified on the Confirmation Sheet.

"Index Cap" means a per kWh maximum rate for the "Shaped Index Rate" as defined herein and specified on the Confirmation Sheet.

"Price Expiration Date" set forth in the Confirmation Sheet. mc² has the right to accept or reject signed customer contracts received by the customer after the "Pricing Expiration Date".

"Retail Adder Rate" means a per kWh price for the delivery of power and energy to the Customer's facility(ies) excluding (i) electricity supply charges associated with the "Fixed Energy Price" and "Shaped Index Rate", (ii) "ComEd Distribution Losses" and (iii) "Delivery Charges", as defined herein and specified on the Confirmation Sheet.

"RTO" means PJM Interconnection, LLC.

"kWh" means kilowatt hour.

"Locational Marginal Price" or **"LMP"** means as to each Account the hourly price published by the RTO for Real Time Locational or Day Ahead Marginal Pricing at the ComEd Zone on its website currently located at www.pjm.com.

"Balancing and Operation Reserves" or BORs represent charges for balancing costs charged by PJM. BOR rates are currently published on PJM's website at www.pjm.com

"Material Change" means (a) any judicial decision, order, new law or regulation or change in the application of any applicable law that alters the market structure in the Utility or ISO. requires a change in the method by which prices are calculated under this Agreement; or (b) any change in your operations that adversely affects your Retail Delivery Class (for settlement purposes) or usage pattern.

"Taxes" means all taxes, assessments, levies, duties, charges, fees and withholdings of any kind and all penalties, fines, and additions to tax, and interest thereon that are directly related to the services provided under this Agreement and assessed or imposed by federal, state, municipal or local government or other authority.

"Term" is defined as the time period between the Start Date and the regularly scheduled meter read date in the End Month as specified on the Confirmation Sheet Schedule.

"Utility" means Commonwealth Edison Company (ComEd), or any successor thereto, that owns and maintains the distribution system required for transmitting or distributing electric energy to retail customers on behalf of retail electric suppliers like mc².

Notices

Except as otherwise set forth in this Agreement or required by applicable law, all notices to be provided under this Agreement shall be in writing and deemed to have been duly delivered if hand delivered or sent by United States certified or registered mail, return receipt requested, postage prepaid, facsimile, or by overnight delivery service. Notices shall be sent to the following addresses, or any address a Party provides to the other Party in writing:

For mc²:

MC Squared Energy Services, LLC - mc²
10 South Riverside Plaza, Suite 1800
Chicago, IL 60606
Fax: (877) 281-1279

For Customer:

Customer Name: City of Dekalb
Customer Address: , IL
Telephone: 555-555-5555 ext
Fax:

Mutual Representations and Warranties

As a material inducement to entering into this Agreement, each Party represents and warrants to the other as follows: (a) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this Agreement; (b) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action, and do not violate any terms or conditions in Its governing documents or any contract to which it is a party or any law applicable to it; (c) as of the date sales of electricity by mc² to Customer pursuant to Agreement commence, it shall have all regulatory authorizations necessary for it to perform its operations; (d) this Agreement constitutes a legal, valid, and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain same may be pending; and (e) there are no bankruptcy, insolvency, reorganization, receivership, or other similar proceedings pending or being contemplated by it, or to its knowledge threatened against it.

Other Representations Warranties and Covenants

Customer additionally represents, warrants and covenants to mc² that (a) during the Term there shall be no other contract for the purchase of electricity by Customer for the Accounts, and if such a contract presently exists, Customer warrants that It will terminate such contract prior to the delivery of electricity to the Customer during the Term, and (b) Customer shall operate and manage the facility(ies) served by each Account in a manner that is materially consistent with Customers past electric usage practices. The Parties acknowledge and agree that (a) this Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code (Code); (b) mc² is a forward contract merchant; and (c) each Party is entitled to the right under, and protections afforded by, the Code.

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 ARE EXPRESSLY WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR INDIRECT DAMAGES. mc²'S LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE. NOT WITHSTANDING ANYTHING TO THE CONTRARY, THE LIABILITY OF mc² TO CUSTOMER FOR ANY OBLIGATIONS UNDER CORRELATING TO THIS AGREEMENT AND ANY DEFAULT BY mc² SHALL BE LIMITED TO A MAXIMUM AMOUNT EQUAL TO THE ENERGY PRICE MULTIPLIED BY THREE TIMES THE AVERAGE MONTHLY EXPECTED USAGE SET FORTH ON THE OFFER SHEET. THERE ARE NO THIRD PARTY BENEFICIARIES TO 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 (and which are not be 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 mc² 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. Any such event of Force Majeure shall, so far as possible, be remedied with all reasonable dispatch. Force Majeure shall not include (i) the opportunity for mc² 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.



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Default and Remedies in the Event of Default:

An event of default (Event of Default) by the Party Identified (Defaulting Party) means any one of the following: (a) failure by Customer to make, when due, any payment required under this Agreement; (b) any representation or warranty made by a Party proves to be false or misleading in any material respect when made or cease to remain true in all material respects during the Term of this Agreement if not cured within fourteen (14) days after receipt of written notice from the other Party; (c) except to the extent excused by Force Majeure, the failure by a Party to perform any material obligation set forth in the Agreement (other than events that are specifically covered as a separate Events of Default hereunder) and such failure is not cured within fifteen (15) days after receipt of written notice from the other Party; (d) failure of a Party to maintain or extend credit as provided for herein; (e) any unauthorized assignment of a Party's rights or obligations hereunder; (f) any breach of the confidentiality provision of this Agreement or, (g) a Party (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) files a petition or otherwise commences or authorizes to the commencement of a proceeding or cause of action with respect to it under any bankruptcy proceeding or similar Laws for the protection of creditors, or have such petition filed against it and such petition is not withdrawn or dismissed within thirty (30) days after such filing; or (iii) otherwise becomes insolvent (however evidenced); or (iv) is unable to pay its debts as they fall due. If an event of Default listed in subsection (g) above occurs, the Event of Default will be deemed to have automatically occurred just prior to such event.

Remedies upon an Event of Default.

If either Party defaults and fails to cure within fifteen (15) calendar days of written notice (which cure period does not apply to Events Of Default subsections (a) or (d)), then the Non-Defaulting Party may in its sole discretion, terminate this Agreement and pursue all remedies available. The Defaulting Party will promptly pay the Non- Defaulting Party, the Early Termination Charge.

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 or in part without the other Party's prior written consent, which consent shall not be unreasonably withheld provided that: (a) mc² may assign the Agreement to another ARES, without Customer's prior consent and such ARES shall agree in writing to be bound by this Agreement and (b) mc² will not withhold its consent if Customer assigns this Agreement provided the assignee meets mc²'s standard credit requirements and agrees to be bound by the terms of this Agreement Upon any valid assignment of the Agreement. The other Party hereby agrees that the assigning Party shall have no further future obligations under this Agreement.

Severability:

Any provision, article, or section declared is rendered unlawful by a court of law or regulatory agency with jurisdiction over the Parties, or deemed unlawful because of a statutory change, shall not otherwise affect the other lawful obligations that arise under this Agreement In the event that any provision of this Agreement is declared invalid. The Parties shall promptly negotiate to restore this Agreement as near as possible to its original intent.

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 the subject matter hereof including any separate confidentiality agreement. This Agreement may be amended only upon mutual agreement of the Parties, which amendment shall not be effective unless evidenced 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 mc² and/or Utility invoice.

Customer Care:

Customer may contact mc² for Customer Care if Customer has specific comments or questions by calling mc²'s toll-free telephone number at (877) 622-7696 or at (312) 474-6441, between the hours of 9AM and 5PM Central Prevailing Time (CPT).

Governing Law:

This Agreement will be governed by and construed and Interpreted In accordance with the laws of the State of Illinois, without giving effect to the conflict of law principles. The Parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the state or federal courts of Illinois for any matters to arise under this Agreement and which are not settled.

Counterparts; Facsimile Copies:

This Agreement shall be executed in counterparts, all of which shall constitute one and the same Agreement and each of which shall be deemed an original. A facsimile copy of either Party's signature shall be considered an original for all purposes under this Agreement along with any amendments, and each Party shall provide its original signature upon request.

Attorney's Fee:

In the event of any litigation arising out of or connected in any manner to this Agreement, the non-prevailing Party shall pay the costs of the prevailing Party, including its reasonable attorney and other legal fees and expenses incurred in connection therewith through and including the costs of appeals and appellate costs relating thereto.

Offer for Electric Service:

Customer shall receive in connection with this Agreement one or more Offer Sheets With various pricing and term options related to the electric service provided hereunder. Customer shall execute and return one Offer Sheet prior to the expiration date to the facsimile number set forth therein. Such Offer Sheet shall constitute an offer by Customer to mc². The Offer Sheet shall be deemed accepted by mc² unless Customer receives notification of non-acceptance by 5:00 PM Central Prevailing Time (CPT) unless Offer Sheet is received after 4:00 PM CPT in which notification shall be made by 10:00 AM CPT the following Business Day. Upon acceptance of the Offer Sheet by mc², the Offer Sheet shall constitute a part of and be deemed Incorporated Into this Agreement.

Confidentiality:

Parties agree that the terms and conditions of this Agreement and any Offer Sheets shall remain confidential, except that Confidential Information shall not include information required to be disclosed by law.

Signature Page Follows



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Retail Electricity Supply Agreement

MC²		Customer: City of Dekalb	
Signature	<u>[Signature]</u>	Signature	<u>[Signature]</u>
Print Name	<u>JAMES F CLARK IV</u>	Print Name	<u>MARK BIERMEYER</u>
Title	<u>CFO</u>	Title	<u>CITY MANAGER</u>
Date	<u>4/10/12</u>	Date	<u>4/5/12</u>



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NON-RESIDENTIAL DESIGNATION OF GENERAL ACCOUNT AGENT

As provided for in the tariffs of Commonwealth Edison Company ("ComEd"), Customer hereby designates **MC Squared Energy Services, LLC** to act as Customer's General Account Agent ("General Account Agent") for all purposes in arranging and managing tariff services provided by ComEd in regard to the account number(s) listed on the back of this form. ComEd may rely and act on any and all representations and requests made by General Account Agent on behalf of Customer as if made by Customer directly, except that General Account Agent shall not have authority to request that ComEd release prior credit history or disconnect service.

General Account Agent may be contacted at the following address(es), telephone number(s), and e-mail address(es):

Address 10 South Riverside Plaza - Suite 1800, Chicago, IL 60606
Telephone (877) 622-7697
Fax (877) 281-1279
Email Service@mc2energyservices.com

(Attach additional sheet(s) if more room is needed)

Customer acknowledges that General Account Agent is an agent of Customer, not of ComEd. Customer acknowledges that ComEd will send all bills and notices, including notices prior to disconnection, to General Account Agent. Customer may or may not receive such notices directly from ComEd in the future. ComEd is not a party to, and shall not be bound by, the agreement(s) between Customer and General Account Agent. The use of a General Account Agent does not amend, modify, or alter ComEd's tariffs or any contracts between ComEd and Customer. General Account Agent has no authority to enter into any agreement on behalf of ComEd or to amend, modify, or alter any of ComEd's tariffs, contracts, or procedures, or to bind ComEd by making any promises, representations, or omissions. This Designation of General Account Agent shall be valid until Customer or General Account Agent provides ComEd with written notice of its termination or until this Designation is otherwise terminated in accordance with ComEd's tariffs.

The designation or use of a General Account Agent does not affect Customer's responsibilities to timely pay ComEd all amounts due and perform and satisfy all other obligations applicable to customer. Customer shall remain liable to timely pay ComEd for all balances due for services rendered by ComEd and all other balances owed ComEd, even if General Account Agent fails to remit to ComEd amounts paid by Customer to General Account Agent for remittance to ComEd. Customer shall be responsible to protect its interests with General Account Agent. The appointment of General Account Agent shall not give Customer or General Account Agent any additional rights beyond those Customer would have under ComEd's tariffs and any agreements between ComEd and Customer. ComEd shall not be required to perform services for General Account Agent as agent of Customer that ComEd does not perform for Customer.

ComEd will begin processing this Designation of General Account Agent form on the 'Requested ComEd Processing Date'. This may take one to 10 days.

Please mail this form to:

ComEd - ESSED
1919 Swift Road
Oak Brook, IL 60523
Fax # (630) 684-3990

City of Dekalb

ComEd Account Holder Printer Name (Customer)

4/5/2012

Date


Signature of Customer

City Manager
Title of Person Signing on Behalf of Customer

original to ComEd 6/7/12





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NON-RESIDENTIAL DESIGNATION OF GENERAL ACCOUNT AGENT

ComEd Account Number(s)	Requested ComEd Processing Date
0075041020	5/29/2012
1506097008	5/29/2012
1839137004	5/29/2012
2950409035	5/29/2012
2950412005	5/29/2012
2950413002	5/29/2012
2950414009	5/29/2012
2950416012	5/1/2012
2950419022	5/1/2012
3034018028	5/29/2012
3034019007	5/29/2012