

RESOLUTION NO. 21-15

A RESOLUTION AUTHORIZING THE EXECUTION OF A SERVICE AGREEMENT FOR THE SUPPLY OF ELECTRICITY FOR RESIDENTIAL AND SMALL COMMERCIAL RETAIL CUSTOMERS WHO DO NOT OPT OUT OF SUCH A PROGRAM (ELECTRIC AGGREGATION)

WHEREAS, Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1- 92, permits a village, if authorized by referendum, to adopt an ordinance by which it may operate a program to solicit bids and enter into service agreements for the sale and purchase of electricity and related services and equipment to residential and small commercial customers who do not opt-out of such a program; and

WHEREAS, the Village of Morton provides an opt-out electric aggregation program for eligible electric accounts within its jurisdiction; and

WHEREAS, such aggregation program was authorized by referendum passed by a majority vote of the qualified electors voting on the question; and

WHEREAS, because electricity is a commodity for which supply bids typically are made each morning and expire the same day at the close of business, the Village of Morton must act promptly to accept any such desired bid in order to contractually guarantee a per kilowatt hour electric rate for its residential and small commercial customers; and

WHEREAS, the Village of Morton Board of Trustees finds that the best interests of the Village are served by authorizing the Village official/employee) to receive and review bids and, in consultation with the Village's consultant Good Energy, LP, accept the bid most beneficial to the Village, pursuant to 20 ILCS 3855/1-92, to aggregate the residential and small commercial retail electric loads located within the Village and to arrange for competitive electric supply to these retail electrical accounts.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, Tazewell County, Illinois, as follows:

SECTION 1. The statements set forth in the preamble to this Resolution are hereby found to be true and correct and are hereby incorporated into this Resolution as if set forth in full in Section 1.

SECTION 2. The corporate authorities of the Village of Morton hereby authorize and direct the Director of Public Works of the Village of Morton or his/her designee to receive and review bids and, in consultation with the Village's consultant Good Energy, LP, accept the bid most beneficial to the Village without further action of the Village Board/Council. The Director of Public Works of the Village of Morton or his/her designee is hereby authorized to execute a service agreement with the bidder who submits the bid most beneficial to the Village for the supply of electricity for residential and small commercial retail customers who do not opt out of such a program, without further action of the Village Board, with said execution and attestation to take place within the applicable time constraints required by the bidder; provided, however, that the energy price to be paid per kilowatt hour pursuant to the service agreement is less than the default rate currently in effect, resulting in savings for the Village residential and small commercial retail customers.

SECTION 3. All prior actions of the Village officials, employees, and agents with respect to the subject matter of this Resolution are hereby expressly ratified.

SECTION 4. The provisions of this Resolution are hereby declared to be severable, and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 5. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 6. This Resolution shall be effective immediately and shall remain in effect until rescinded by Village, and shall remain in effect for the current bid and any and all future bids associated with each occasion when the renewal of an electricity supply contract for its Municipal Electricity Opt-Out Aggregation Program exists.

BE IT FURTHER RESOLVED that this resolution shall be in full force and effect upon its passage and approval.

PASSED AND APPROVED at a regular meeting of the President and Board of Trustees of the Village of Morton, Tazewell County, Illinois, this 21st day of December, 2015; and upon roll call the vote was as follows:

AYES: Belsley, Blunier, Daab, Heer, Kaufman

NAYS: None

ABSENT: Hermann

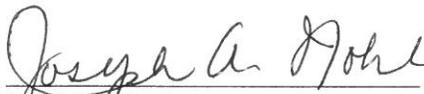
ABSTAINING: None

APPROVED this 21st day of December, 2015.



President

ATTEST:



Village Clerk



AMENDMENT TO THE SERVICES AGREEMENT

This Amendment to the Services Agreement, by and between the Village of Morton, Illinois, and Good Energy, L.P., with offices located at 232 Madison Avenue, New York, NY 10016 (collectively, the "Parties") is hereby entered into as of the ____ day of _____, 20____.

WHEREAS, the Parties entered into a Services Agreement (the "Agreement") on the ____ day of _____, 20____; and

WHEREAS, the original term of the Agreement has expired; and

WHEREAS, the Parties desire to renew and extend the Agreement under the same terms and conditions contained therein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and in the Agreement, and other good and valuable consideration given and received, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Agreement shall be automatically renewed and extended on its original terms and conditions upon each occasion when the Village of Morton enters into or renews an electricity supply contract for its Municipal Electricity Opt-Out Aggregation Program. The Agreement shall automatically be renewed and extended for a term equal to that of the term of the electricity supply contract entered into or renewed by the Village of Morton.
2. This Amendment binds the Parties and their successors or assigns.
3. This document, including the attached original Agreement, constitutes the entire agreement between the Parties, superseding any prior understandings, arrangements or agreements whether in writing or oral.
4. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates set forth below, to be effective as of the date first set forth above

GOOD ENERGY, L.P.
By: Good Offices Technology Partners, LLC,
General Partner

VILLAGE OF MORTON

Sign: _____

Sign: RRainson

Print: _____

Print: R RAINSON

Title: _____

Title: President

Date: _____

Date: December 21, 2015