

SPECIAL BOARD MEETING AGENDA

December 14, 2015

6:00pm



CALL TO ORDER: Pledge of Allegiance

ROLL CALL:

RESOLUTIONS:

- Resolution 2015-21 A Resolution Authorizing the Execution of An Amendment to the Professional Service Agreement with Good Energy, LP for the Supply of Electricity for Residential and Small Commercial Customers who Do Not Opt Out of Such a Program (Electric Aggregation): *authorizes the Village to enter in to an amended agreement for services with Good Energy regarding electric aggregation*

ORDINANCES:

REPORTS FROM MAYOR AND OTHER OFFICERS:

- Arthur J. Gallagher Liability Insurance Proposal
- Recommendation from Plan Commission regarding Thatcher Trace Subdivision

EXECUTIVE SESSION:

ADJOURNMENT

RESOLUTION NO. 2015-21

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT WITH GOOD ENERGY, L.P. 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 (city/village/township), 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 Bethalto 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, the Village of Bethalto and Good Energy, L.P. (Parties) entered into a Services Agreement (“Agreement”) on January 11, 2012; 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; and

WHEREAS, a proposed Amendment to the Agreement has been submitted to the corporate authorities for review and approval (copy of proposed Agreement attached hereto as Exhibit “A”); 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 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 Bethalto Board finds that the best interests of the Village are served by authorizing Village official(s) 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; and

NOW, THEREFORE, BE IT RESOLVED by the Village Board of Trustees, Village of Bethalto, Madison 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 Mayor and Village Clerk are hereby authorized to execute the Amendment to the Services Agreement attached hereto as Exhibit "A".

SECTION 3. The corporate authorities of (City/Village/Township) hereby authorize and direct the Mayor or his/her designee to receive and review bids and, in consultation with the (City/Village/Township's) consultant Good Energy, LP, accept the bid most beneficial to the (City/Village/Township) without further action of the (City/Village/Township) Board/Council. The Mayor or his/her designee is hereby authorized to execute a service agreement with the bidder who submits the bid most beneficial to the (City/Village/Township) 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 (City/Village/Township) Board/Council, 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 (City/Village/Township) residential and small commercial retail customers.

SECTION 4. All prior actions of the (City/Village/Township) officials, employees, and agents with respect to the subject matter of this Resolution are hereby expressly ratified.

SECTION 5. 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 6. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 7. This Resolution shall be effective immediately and shall remain in effect until rescinded by (City/Village/Township, 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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Motion was made by (Councilman, Alderman/Trustee) _____, seconded by
(Councilman, Alderman/Trustee) _____ the Resolution be adopted.

**PASSED BY THE (CITY/VILLAGE/TOWNSHIP) COUNCIL/BOARD OF THE
(CITY/VILLAGE/TOWNSHIP), MADISON COUNTY, ILLINOIS, IN SPECIAL CALLED
AND PUBLIC SESSION THIS _____ OF _____, 2015.**

Roll Call Vote:

Ayes:

Nays:

Absent:

APPROVED:

Mayor

ATTEST:

Clerk

EXAMINED AND APPROVED:

Corporation Counsel

AMENDMENT TO THE SERVICES AGREEMENT

This Amendment to the Services Agreement, by and between the (City/Village/Township) of Bethalto, Illinois, located at 213 North Prairie Street, 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 _____, 2015.

WHEREAS, the Parties entered into a Services Agreement (the "Agreement") on January 11, 2012, and

WHEREAS, the original term of the Agreement has expired.

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

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 (City/Village/Township) 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 (City/Village/Township).
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

City/Village/Township

Sign: _____

Sign: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____