

AGENDA
Administrative-Finance Committee
May 5, 2025
6:00 p.m. – City Hall Conference Room

- 1. Call to Order**
- 2. Public Comment**
- 3. New Business**
 - a. Motion to accept a proposal from MuniWeb to redesign and upgrade the City’s website in an amount not to exceed \$12,750**
 - b. Approval of an Ordinance amending Section 3-4-1 and 3-4-2 of the Darien City Code to increase the home rule municipal retailers’ occupation tax and home rule municipal service occupation tax from 1% to 1.25%.**
 - c. A Motion authorizing the Mayor to sign an agreement with MC Squared Energy Services, LLC. (MC2) to provide full-requirements electricity supply and related services for the City’s Electric Aggregation Program**
 - d. Approval of Minutes – April 7, 2025**
- 4. Other Business**
- 5. Next Meeting – June 5, 2025**
- 6. Adjournment**

AGENDA MEMO
Administrative/Finance Committee
May 5, 2025

ISSUE STATEMENT

Motion to accept a proposal from MuniWeb to redesign and upgrade the City's website in an amount not to exceed \$12,750

BACKGROUND/HISTORY

In March 2020, an update and refresh was performed on the city's website. The City was notified that the current content management system, muniCMS, has become more difficult to support and less secure as time passes. MuniCMS2.0 is available and recommended to upgrade and convert from muniCMS.

Attachment A outlines the project timeline, conversion options and redesign. Staff budgeted for Option 2. The proposed expenditure would be disbursed from 01-10-4325.

STAFF/COMMITTEE RECOMMENDATION

As directed.

ALTERNATE CONSIDERATION

As directed.

DECISION MODE

This item will be placed on the May 19, 2025 City Council Agenda for consideration.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 19th day of May 2025.**

AYES: _____

NAYS: _____

ABSENT: _____



City of Darien, IL

Proposal for muniCMS 2.0 Conversion Services
December 20, 2024

Lisa Purr
lisa@muniweb.com
888-MUNI-WEB

2045 McIntosh Drive, Troy, Michigan 48098
www.muniweb.com



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Dear Lisa Klemm,

At muniweb®, we are continually working to provide you with the best product for the best price. We live in a world where technology evolves with lightning speed and to take advantage of the latest and greatest, we've revamped our content management system, making it more agile to accommodate and complement the environment in which we live. We are excited to announce the launch of muniCMS 2.0! Our new platform includes everything you've come to expect from muniCMS plus addition advance features such as:

- Interior Page Layout Flexibility
- Image and Document Libraries
- Specialty Content Display Options
- Dynamic FAQs

The City of Darien's current content management system, muniCMS®, is becoming more difficult to support and less secure as time passes and needs to be converted to the muniCMS 2.0 platform soon. There are a couple of different options for converting Darien's website to muniCMS 2.0: just keep your same design, features and functionality and migrate the content or website redesign.

muniCMS 2.0 Conversion Options Pricing:

Option 1 - Same design, navigation, just moving content as is.

- All current website's features and functionality
- Utilize collapsible content (accordion) and page list on appropriate interior pages
- Training for up to 3 people

Pricing = \$8,850

Monthly Hosting = \$310

Option 2 - Redesign – all the above, plus:

- Templated Designs – with up to six hours of design changes
- Website development
- Content migration and testing
- Training for up to 4 people
- Improved Navigation/site map

Pricing = \$12,750

Monthly Hosting Fee = \$310

Option 3 - Redesign - all the above, plus the following additional features and functionality:

- Boards & Commission Directory
- Boards & Commission's Landing Page
- Department Landing Pages

Pricing = \$14,275

Monthly Hosting Fee = \$315



Option 4 – Website Redesign

- Redesign- something in between Option 2 and 3

Pricing = To be determined

Monthly Hosting Fee= To be determined

muniCMS® 2.0 will provide a cleaner, user friendly, secure website that is easier use and save web editors' time. Choosing to redesign at a later point in time is not a problem since muniCMS 2.0 designs are modular and keeps the cost of doing so at a minimum. I will reach out after the first of the year to schedule a demonstration of muniCMS 2.0.

This proposal's price includes the various options available for converting your website to our new platform. I hope this proposal is helpful for budgeting. Let me know if you have any questions.

Regards,

Lisa Purr

Lisa Purr

muniweb® - Business Development

lisa@muniweb.com

Direct: 248.639.4442



Milestone One- Execution of contract.

Initial Consultation: Design Consulting/Systems Analysis

Phase duration: Approximately 3 weeks

During this phase of development, we will meet with members of the website committee to discuss the design including the look, feel and layout of the site. We also review several websites to ascertain preferences for certain design elements such as color, abstraction, imagery, placement of navigation, etc. Using this feedback, we create a unique home page design customized for your community.

Then we create a web-based Client Workshop that facilitates communication between your project manager and our web developers. The workshop tracks required content, acceptable formats/media, project status, and includes an area where your project manager or website committee can view material under development.

Phase Deliverable: At the end of phase one of the project, the client will be provided flat images of the new website's homepage design.

If muniweb® is contracted to develop a custom application such as a permitting application, we will conduct a requirements analysis including a review of infrastructure hardware and software and develop cost estimates and a project plan for the system.

Second Consultation: Design/Content/Navigation Review

Phase duration: Approximately 1½ weeks

During this phase, we review the home page design and make requested changes. After home page design signoff, we create a complimentary interior page design to be used throughout the site to ensure consistency.

Milestone Two - Home page design approval.

We also review the navigation layout. During the navigation review we look at primary and secondary level navigation to ensure information is easy to find.

We review the proposed material for the site with content creators to determine the status of content (on the existing website if available) and to discuss any potential new content. Our project managers and web steward can answer questions about typical and best practices approaches to content.

Phase Deliverable: During this phase the client will be provided with interior page, and mobile flat images. At the end of phase two of the project, the client will receive access to view the new website skeleton (without content).

Website Construction: Template Creation/Content Migration/Training

Phase duration: Approximately 4-6 weeks

During this phase we construct the template pages for each section of the website, cut and optimize graphics and build scripted navigation components. We build the various content pages using the appropriate templates. Once content is in place, both muniweb® and client review takes place and cross browser/mobile testing is completed.

During this phase, the client will provide feedback regarding any needed adjustments prior to the website going live.



Phase Deliverable: By the end of this phase the client receives access to the development website for review, testing, and muniCMS® training.

Website Deployment: Go Live

Phase duration: Approximately 2-3 days

During this phase, we relocate the website to production servers, perform DNS setup activities if appropriate, and register the website at search engines where necessary.

Milestone Three – Launch of new website.

Phase Deliverable: A new responsive ADA compliant website that is engaging and fully functional with intuitive navigation.

Implementation Summary

The typical development timeframe is normally 12 to 16 weeks. Development can be shorter if content is provided to muniweb® immediately. Development can be longer if content/imagery/data is not provided in a timely manner.

Statement of ADA Compliance

All our websites go through Web Accessibility Evaluation Tool, an online tool that highlights all the areas where accessibility can be improved. This is performed during the design phase to make sure our design is compliant and then we run it again after content has been entered to ensure that our content meets the standard, too. When we train your website editors, we go over the steps that must be taken to make sure that your website remains compliant.

Training

muniweb® provides training to your staff on how to update content on the website. Training is provided via Internet-based technology. This allows students to each work at their own workstation without the need for a centralized training facility. Training is performed using your new website as a training tool while performing typical update tasks such as adding agendas and minutes to the website. Training for up to 4 people is included in the cost of this proposal. We use a Train-the-Trainer approach, to facilitate internal training. Reference Material is provided.

Client's Overall Project Role:

Our client's primary role will be to share their vision for the new website's overall look and provide direction for various display elements. They need to provide any branding requirements, logos and imagery that needs to be incorporated into the new website.

The client is responsible for providing the content for the new site. If the client has an existing website, we will retrieve the content from the current site. Although we do ask that the client review and edit the current website's content as needed to ensure it is up to date prior to the construction phase of the project. This is important because your current website's content will be migrated as is into the new site.

Throughout the design, development and deployment process, Clients are responsible for providing guidance, instructions, and approvals (home page, landing page, interior page, and mobile view design and site map) required to launch the new site. Most website design projects require an average of three to five meetings with muniweb®. Meetings are usually held via virtual/online.



Project Timeline

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This timeline provides a representation of the typical timeline for a website redesign project after contracts are signed.

Task	Who	Wk 1	Wk 2	Wk 3	Wk 4	Wk 5	Wk 6	Wk 7	Wk 8	Wk 9	Wk 10	Wk 11	Wk 12	Wk 13	Wk 14	Wk 15	Wk 16
Design																	
Design Consultation	MWS & Client																
Design Mock-Up	MWS																
Design Review	MWS & Client																
Design Modifications	Client																
Content Consultation	MWS & Client																
Construct																	
Create CMS Templates	MWS																
Website Construction	MWS																
Provide Content	Client																
Content Migration	MWS																
Review of Website	MWS																
Browser and Mobil Testing	MWS																
Website Reveal & Review	MWS & Client																
Training																	
Website Editor Training	MWS & Client																
Deploy																	
Go Live / Deployment																	
Software Maintenance	MWS																
Content Updates	Client																
Customer Support	MWS																



muniCMS® Standard Features

ADA Compliance

Analytics Tools

Archive & Restore Features

Audit Trail

- Customized roles and permissions
- Customized workflow
- Unique credentials for each editor

Breadcrumbs (Dynamic)

Browser Based Administration for Non-Technical Users

Cascading Style Sheet (CSS)

Content Scheduling (Publishing and Unpublishing)

Control Access by Function and Levels

Cross Browser Compatibility

Hyperlink Reports

Libraries (documents/ media/ images)

On-Page Revisions Archive and Restore

Page Preview

Responsive Web Design (RWD)

Scheduled Publishing

Search Engine Optimization (SEO)

Site Administration

Spell Check

SSL Certs- first 2 year included

Third Party Links

Workflow Process and Management

User Permissions and Roles

Version Control

Viewable HTML Code



Data Center	<p>muniweb® Tier III servers are in multiple, secure, redundant data centers, and server cabinets with security card access only. Servers have:</p> <ul style="list-style-type: none"> • 24/7/365 system monitoring • On site power • Natural gas-powered generator • Battery back-up • Redundant managed infrastructure network • Multiple telecommunication provider networks, • On-site / Online Daily Backups • Off-site / Online Archival • Data Redundancy, all servers have RAID-5 hot swappable disks
Hosting	<p>muniweb® hosting includes:</p> <ul style="list-style-type: none"> • Maintenance of our hardware and software • Automated software updates • Multi-Tiered software architecture, we separate the data and the actual webserver and only the webserver have access to the data servers. • Software and hardware upgrades • Server management and on-line monitoring of power and temperature control and all critical components, such as intranet connectivity, servers and router, etc. • Software updates and security patches • Database updates and security patches • Antivirus management and updates • Hardware is server-class hardware • Redundant firewall solutions, we have separate data center muniweb® firewall • Monitoring of firewall for any unauthorized attempts to implement counter measures and blocks against those IP • High performance SAN with N+2 reliability
Bandwidth	<p>muniweb ® servers provide multiple telecommunication provider networks with a burst bandwidth of 1Gb and 500mb sustained. Xfinity, your fastest ISP claims to deliver 1Gb.</p>
Disaster Recovery	<p>Our disaster recovery includes:</p> <ul style="list-style-type: none"> • 24/7/365 emergency support • Online status monitor • Event notification emails, • Recovery time objective is 30 minutes, and the recovery point objective is a maximum of 24 hours. • Pre-emptive monitoring for disasters with: • Redundant back-ups -Incremental backups every 24 hours with a full back-up every week, stored online as well as offsite • Data security measures like: <ol style="list-style-type: none"> 1. OS Security always updated 2. Router level port blocking and reporting 3. Router level packet filtering and reporting

	<ol style="list-style-type: none"> 4. Server level port blocking and reporting 5. Weekly penetration and security tests 6. Weekly intrusion scans
DDoS Mitigation	<p>We have multiple levels of security, as noted in this proposal. We also utilize a third-party security service that is constantly monitoring. If an attack is attempted, our security service looks at the IP address and initiates the proper counter measure to block those IP addresses. Muniweb is automatically notified of any attempts. In the event of any type of attack, we shut down the infected server, bringing the server that stores all of our backups online. Because we perform incremental backups every 24 hours and full backups weekly, at most you may lose the last 24 hours of content updates.</p>



muniweb® has worked with many of our clients to expand services on their website past the initial development. We will work with department heads to develop a strategy for web enabling services for your community. When our clients express a need or desire to enhance their site, we work with them to select the best approach, whether off-the-shelf software or a custom system, and then work toward that goal. Infrastructure or back-end software greatly influences the approach taken on web-enabling services. muniweb® will assess your readiness to move forward with these projects and to budget appropriately for the costs of these services.

Website Content Updates - muniweb® can add content to the website as requested by authorized personnel. The periodicity of change for pages at a municipal site varies from weekly to annually. We can use a combination of telephone, email and courier/mail to interact with your content creators. Both a primary and secondary web steward will be assigned to maintain the website. Each web steward is trained to make modifications to a site quickly while maintaining the design standards that give our municipal websites their consistent, professional look and feel. Our processes ensure that updates from emergency changes to low priority additions are handled quickly. Charges are assessed on a 0.10-hour basis so that you won't get charged a full hour for a change that only takes a half hour to make. A billing report is provided each month that details maintenance activities on the website. Best of all, our web stewards guarantee a four-business hour response time for routine maintenance items.

Website Content Training - muniweb® can provide training for your staff to update content on the website. Training is typically provided via Internet-based technology such as GoToMeeting. This allows students to each work on their own workstation without the need for a centralized training facility. Training is performed using your new website as a training tool while performing typical update tasks such as adding agendas and minutes to the website.

Action Center – A comprehensive online form that gives visitors to your website the ability to report areas of concern to your staff.

Action Center with Workflow - When Citizens request or reports an area of concern, the requestor receives email progress notices and can also search the website for request status, reducing the number of phone calls and paper forms. Four workflow stages are standard and can be expanded to meet the specific number of steps related to the request.

Available Buildings/Sites – Allows you to provide an important tool to commercial realtors to make their inventory of buildings and sites readily available to interested merchants and site selection consultants. Customize your own ABS system including search criteria, search results, building and site details. You decide who can add/edit/delete properties from the database and what information is displayed for each property. The system makes it simple to send periodic reminders to realtors to keep their information up to date.

Bids/Proposals Module – Your editors simply fill in the blanks of this online form and the information is displayed in a professional manner. With our publish from / publish to fields, you decide when you want the information to start displaying and when you want it to come down.

Blogs – Create a blog for your website. Choose when and how long to publish your posts, allow commenting on your blog posts, and appoint a moderator (recommended).

Business Directory – Community members can use your Business Guide to look up businesses. Search by Business Name, Business Type, or view a List of Businesses by Letter. Business listings can include email addresses, website addresses, images, business description, hours of operation, marketing text and current promotions.



Content Strategy Services - We offer content management and creation services. If you're interested in utilizing this service, we would be delighted to discuss the depth and breadth of the service required and provide pricing.

Decision-based Questionnaire - 5 questions – Online assistance to assist community members with finding answers. For example, who is responsible for maintenance of the sidewalks and pathway?

Document Library – Used primarily for members-only areas of a website, this module allows for the sharing of documents between registered members.

Do Not Knock Registry – Residents can sign-up online and be put on a non-solicitation community list.

Emergency Notifications – Email your website and the information is posted in a prominently placed area on every page in your website, a text notification is sent to subscribers, and an email is sent to subscribers. Updating and removing the message can also be done with an email.

Employee Directory – Create Departments and place your employees in departments to create a comprehensive employee and department directory that is easily edited to always be up to date.

Employment Opportunities – Easily post job openings that can be scheduled to appear and disappear. Editors can choose between multiple employment application forms.

Home Watch Request – Residents can request a home watch online while away from their home.

Image Gallery – Upload your photos by event and have thumbnails of all images displayed on an overview page. Clicking an image displays a larger view. You can even add captions.

Intranet – Many functions of the Human Resources office can be presented on a password-protected website that employees can access 24/7. Intranets typically post Benefits/Enrollment information, Payroll information and forms, Policies/Procedures, Employee Review/Evaluation documents, Internal Job Postings, Training/Education information, Employee Directories, etc. Having an Intranet puts all this information at employees' fingertips 24/7.

Mailing List - Communicating with the numerous interest groups in your community can be a challenge: Job seekers, soccer moms and dads, community members, and the trades. They'd all appreciate getting tailored information as soon as it's available. Our List Serve can help. It reduces the administrative burden of keeping track of email distribution lists. It also automates the subscribe and unsubscribe process, making it convenient for your constituents to join and leave your mailing lists at their convenience.

Meetings Module – All of your agendas, packets, minutes, additional documents, video links are in one place organized by year and board/commission.

Millage Calculator – Upcoming millage vote? This module allows homeowners to identify how much the passing of the millage will affect their property tax.

Mobi Apps – Create specialized apps for mobi devices specific to your needs.

Monthly Support – Pay for two hours of support each month and enjoy savings! These hours can be used for anything you want, extra training, content updates, even graphic changes.



Online Submittable Forms with Captcha Technology - Annoyed with spam email generated from the online forms on your website? We can help! We've implemented technology that stops "form spam" with 100% success rate. Say good-bye to those pesky and unwanted sales messages from your web forms!

Online Submittable Form with Workflow – When Citizens make request for information and/or work through your website's online form, the requestor receives email progress notices and can also search the website for request status, reducing the number of phone calls and paper forms. Four workflow stages are standard and can be expanded to meet the specific number of steps related to the request.

Password Protected Pages – Maybe you want to make some documents available to just one committee for review before they are finalized. We can allow access to just certain users. Forgotten passwords? Not a problem, muniCMS can generate emails without using staff.

Polls – Create a single question poll that can be integrated into any section of your website. Allows visitors to view current and previous poll results.

Press Releases Module – Contains all the fields for a standard press release.

Registered User Forum – Create an online discussion area for registered users to hold conversations by posting messages.

Registration System – A CPR class at the fire station or paying for Breakfast with the Mayor, we can register your guests for all types of events.

Reservation System – Allows community members to reserve facilities online.

Secure Pages with SSL Certificates - Typically, SSL is used to secure credit card transactions, data transfer and logins.

Social Media Share - Our Share feature allows your social media editors to share content to your accounts from the front end.

Surveys – Set up multi-question surveys. Features fully functional admin system, 30+ different question types, data export to Excel/CSV file and advanced reporting console.

Syndicated Content (RSS Feeds) - muniweb® will work with your team to implement an RSS feed with support for top news aggregators like Feedly, Google News and Flipboard. Users receive these feeds on their custom RSS pages at these sites.

Text Notification System – If you need to get a short message out in a hurry, our Text Notification System makes it easy. Visitors to your site can sign up for one or more custom text notifications lists such as Emergencies, Cancellations, Closings, etc.

Video Services- Services Includes live streaming, on demand and video storage all for a low monthly cost.



AGENDA MEMO
Administrative/Finance Committee
May 5, 2025

ISSUE STATEMENT

Approval of AN ORDINANCE AMENDING SECTION 3-4-1 AND 3-4-2 OF THE DARIEN CITY CODE TO INCREASE THE HOME RULE MUNICIPAL RETAILERS' OCCUPATION TAX AND HOME RULE MUNICIPAL SERVICE OCCUPATION TAX FROM 1% TO 1.25%.

BACKGROUND/HISTORY

As you are aware, beginning January 1, 2026, Illinois will repeal the 1% sales and use grocery tax. This will have an impact on local governments that currently receive sales tax revenue on grocery sales. The financial impact will vary for each municipality depending on the amount of sales revenue they currently receive. In order to recoup all of the lost revenue the law also allows municipalities to implement a 1% local grocery tax effective on January 1, 2026.

The city also has an option to raise our Home-Rule (HR) sales tax in order to recoup the lost revenue. Staff has reviewed the potential impact to Darien and we estimate a reduction in our sales tax revenue by approximately \$660,000. Staff recommends the option of approving an increase in our HR sales tax. The paragraph below is section 2.1 from our economic incentive agreement with Walmart that was approved on April 2, 2012.

2.1. "Base Sales Tax" means the sum of eight hundred eighty-two thousand, six hundred twenty eight dollars (\$882,628.00), provided, however, that such sum shall increase or decrease by Ninety Eight Thousand Seventy Dollars (\$98,070.00) for every one-quarter of one percent (.0025%) increase or decrease in the City's Home Rule Municipal Service Occupation Tax and Home Rule Municipal Retailers Occupation Tax that is enacted by the City after the effective date of this Agreement.

If the city recoups the lost revenue through an increase in our HR sales tax, the base revenue we receive from our incentive agreement increases by \$98,070 per year. If the council approved a local grocery tax to recoup the lost revenue, our base sales tax with Walmart would stay at the \$882,628.00 base sales tax.

In order to increase our HR sales tax we would need to file a certified copy of the ordinance, increasing the rate, with the Illinois Department of Revenue. The ordinance would need to be filed on or before October 1, 2025, in order to take effect January 1 of the following year. Additionally, a HR sales tax must be imposed in ¼ percent increments and there is no maximum rate limit.

Staff's HR sales tax for FYE 24 was approximately \$3,015,000 and our HR sales tax is 1%. Based on an additional 0.25% increase to our HR sales tax we would generate an additional \$750,000. While this is slightly above the estimated revenue we would lose as part of the grocery tax repeal, it provides a conservative revenue estimate in case sales tax decrease for any reason.

STAFF/COMMITTEE RECOMMENDATION

Staff recommends approval of the ordinance

ALTERNATE CONSIDERATION

As directed.

DECISION MODE

This item will be placed on the May 19, 2025 City Council agenda for consideration.

A photograph of a grocery store aisle with shelves stocked with various food items, including canned goods and boxes. The image is slightly blurred, focusing on the text overlay.

Locally Imposed Grocery Sales Tax

BY ILLINOIS MUNICIPAL LEAGUE STAFF

August 13, 2024

The Illinois Municipal League (IML) played an integral role in securing the authority for both home rule and non-home rule municipalities to implement by ordinance a 1% locally imposed grocery sales tax (without need for referendum approval) following the elimination of the statewide grocery tax effective January 1, 2026.

While IML's preference was to maintain the status quo and for the tax to remain statewide, Public Act 103-0781 repeals the statewide tax on groceries. However, the authority to implement a 1% grocery sales tax locally by ordinance was approved as part of the same legislation.

IML advocated for a delayed implementation date of the statewide grocery tax repeal and the elimination of the Illinois Department of Revenue's (IDOR) administrative fees to collect and remit the tax, meaning municipalities will see no decrease or lapse in grocery tax revenue, if timely in implementing the tax locally.

The statewide tax will not be repealed until January 1, 2026; until then, nothing will change and no action will be necessary by municipalities. However, for those municipalities that wish to implement the tax locally on day one, there are important benchmarks to consider.

For municipalities, both home rule and non-home rule, that wish to implement a local grocery sales tax effective on January 1, 2026, the first step is to pass an authorizing ordinance. IML has developed a model ordinance that can be adopted locally, which is available on our website.¹ A certified copy of the ordinance must then be submitted to IDOR, postmarked by October 1, 2025, in order for the tax to be imposed beginning January 1, 2026. This will guarantee no lapse in revenues from this tax. Questions may be directed to IDOR regarding their processes and rules. IDOR Local Tax Allocation Division (LTAD) contact information is available on their website,² or contact LTAD by phone at (217) 785-6518.

If a municipality chooses to wait to implement a local 1% grocery tax at a later date, please keep in mind that ordinances authorizing a local tax must be sent to IDOR and postmarked before April 1 for collection to begin on July 1, or postmarked after April 1 but before October 1, for collections to begin January 1 of the following year.

If your municipality does not wish to impose the grocery tax locally after the statewide expiration, no action is required and the 1% grocery tax will be automatically repealed within your jurisdiction on January 1, 2026.

IML suggests you consult with your municipal attorney prior to considering the adoption of this model ordinance. More resources are available at iml.org/grocerytax.

IMPLEMENTATION TIMELINE

- **Now:** Municipalities that wish to implement the local grocery tax effective on January 1, 2026, should adopt IML's model ordinance now to ensure timely filing with the Illinois Department of Revenue.
- **Prior to October 1, 2025:** A certified copy of an ordinance authorizing the local implementation of a grocery sales tax must be submitted to IDOR, postmarked by October 1, 2025.
- **January 1, 2026:** The statewide grocery sales tax expires; only locally imposed grocery sales taxes will remain.

¹ <https://www.iml.org/page.cfm?category=5382>

² <https://tax.illinois.gov/localgovernments/contacts>



CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 3-4-1 AND 3-4-2
OF THE DARIEN CITY CODE TO INCREASE THE
HOME RULE MUNICIPAL RETAILERS' OCCUPATION TAX
AND HOME RULE MUNICIPAL SERVICE OCCUPATION TAX
FROM 1% TO 1.25%**

**ADOPTED BY THE
MAYOR AND CITY COUNCIL
OF THE
CITY OF DARIEN**

THIS ____ DAY OF _____, 2025

**Published in pamphlet form by authority
of the Mayor and City Council of the City of
Darien, DuPage County, Illinois, this
____ day of _____, 2025.**

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 3-4-1 AND 3-4-2
OF THE DARIEN CITY CODE TO INCREASE THE
HOME RULE MUNICIPAL RETAILERS' OCCUPATION TAX
AND HOME RULE MUNICIPAL SERVICE OCCUPATION TAX
FROM 1% TO 1.25%**

WHEREAS, pursuant to Ordinance No. O-32-09 adopted on February 5, 2009, the Darien City Council adopted a Home Rule Municipal Retailers' Occupation Tax and Home Rule Municipal Service Occupation Tax, both at a rate of 1%; and

WHEREAS, the Darien City Council has concluded that it is reasonable to amend the ordinance to increase the applicable tax from 1% to 1.25%;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, ILLINOIS, as follows:

SECTION 1: Amendment. Section 3-4-1 of the Darien City Code is hereby amended to provide as follows [amendment reflected by ~~strikeout~~ and **bold**]:

3-4-2: HOME RULE MUNICIPAL RETAILERS' OCCUPATION TAX:

A tax is hereby imposed upon all persons engaged in the business of selling tangible personal property other than an item of tangible personal property titled or registered with an agency of this state's government at retail in the city of Darien at the rate of one **and one-quarter** percent (**1.25** ~~1~~%) of the gross receipts from such sales made in the course of such business while this section is in effect, in accordance with the provisions of section 8-11-1 of the Illinois municipal code, 65 Illinois Compiled Statutes 5/8-11-1. This home rule municipal retailers' occupation tax shall not be applicable to the sales of food for human consumption which is to be consumed off the premises where it is sold (other than alcoholic beverages, soft drinks, and food that has been prepared for immediate consumption) and prescription and nonprescription medicines, drugs, medical appliances and insulin, urine testing materials, syringes and needles used by diabetics.)

SECTION 2: Amendment. Section 3-4-2 of the Darien City Code is hereby amended to provide as follows [amendment reflected by ~~strikeout~~ and **bold**]:

ORDINANCE NO. _____

3-4-2: HOME RULE MUNICIPAL SERVICE OCCUPATION TAX:

A tax is hereby imposed upon all persons engaged in the city of Darien in the business of making sales of service at the rate of one **and one-quarter** percent (1.25%) of the selling price of all tangible personal property transferred by said servicemen either in the form of all tangible personal property or in the form of real estate as an incident to a sale of service, in accordance with the provisions of section 8-11-5 of the Illinois Municipal Code, 65 Illinois Compiled Statutes 5/8-11-5. This home rule municipal service occupation tax shall not be applicable to the sales of food for human consumption which is to be consumed off the premises where it is sold (other than alcoholic beverages, soft drinks, and food that has been prepared for immediate consumption) and prescription and nonprescription medicines, drugs, medical appliances and insulin, urine testing materials, syringes and needles used by diabetics.

SECTION 3: Illinois Department of Revenue To Administer. The taxes hereby imposed and all civil penalties that may be assessed as an incident thereof shall be collected and enforced by the Department of Revenue of the State of Illinois. The Department of Revenue shall have full power to administer and enforce the provisions of this Ordinance.

SECTION 4: Filing Ordinance With Illinois Department of Revenue. A certified copy of this Ordinance shall be filed with the Illinois Department of Revenue on or before October 1, 2025.

SECTION 5: Home Rule. This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent the terms of this ordinance should be inconsistent with any non-preemptive state law, this ordinance shall supersede state law in that regard within its jurisdiction.

ORDINANCE NO. _____

SECTION 6: Repeal of Conflicting Provisions. All ordinances and resolutions or part thereof in conflict with this Ordinance are to the extent of the conflict expressly repealed on the effective date of this Ordinance.

SECTION 7: Effective Date. This Ordinance shall take effect on January 1, 2026.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this ____ day of _____, 2025.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this ____ day of _____, 2025.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
Administrative/Finance Committee
May 5, 2025

ISSUE STATEMENT

A Motion authorizing the Mayor to sign an agreement with MC Squared Energy Services, LLC. (MC2) to provide full-requirements electricity supply and related services for the City's Electric Aggregation Program.

BACKGROUND HISTORY

In 2012, Darien residents approved a referendum authorizing the City to operate an opt-out electric aggregation program for resident and small business ratepayers. Municipal Aggregation is a program by which the municipality can aggregate the load of its residents (who have not individually selected their own supplier) and negotiate for lower pricing, increased green energy and terms that are more protective for the ratepayer. NIMEC serves as our consultant for the procurement of power for our water pumping facilities and street lighting power. They also manage the bids for our municipal aggregation program. NIMEC is a purchasing group of over 170+ municipal and non-profit organizations that help lower member's utility supply costs.

The city periodically reviews rates offered by electrical providers other than ComEd. If the ComEd rate is higher than alternate providers are, the city can enter into an agreement that locks in the lower rates for a specific period. If the ComEd rate is lower, the city maintains them as the electric supplier. However, if the city contracts with an alternate provider ComEd still bills residents because ComEd owns the infrastructure that brings electricity to customers.

In 2023, NIMEC solicited proposals for lower rates but could not find a rate lower than ComEd. However, NIMEC had obtained a proposal from MC2 that matched the ComEd rate but also included a civic contribution payment of \$10,000 to the city. On May 20, 2024, the City entered into an agreement extension (R-43-24) and covered electric bills from September of 2024 to September of 2025. MC² has offered a contract extension for a 1 or 2 year period with a Civic Payment of \$20,000 per year. The final contract will be prepared based on the option chosen by the Council. Our consultant, NIMEC, has helped throughout the process and currently manages our utility bids and contracts. We have had a good working relationship with NIMEC. They went through multiple suppliers to look for fixed rate savings for residents, and once that was not available, they found the best ComEd Rate Match Program from MC².

If the Council wants to extend the contract, the City has the following options:

- 1) Civic contribution only: \$20,000 annually
- 2) Renewable energy option: 10% Renewable Wind Energy*
- 3) Combination approach: (Example of agreement attached)
 - a) 5% Renewable Energy*
 - b) \$10,000 annually

* To better understand the benefit of renewable wind energy, our consultant has provided the following:

EPA Green Emission Statistics for the 3,000,000 kWh of green energy that would be created by this program

- 627 gasoline-powered passenger vehicles driven for one year
- 1,954 electric-powered passenger vehicles driven for one year
- 950 tons of waste recycled instead of landfilled
- 44,450 tree seedlings grown for 10 years

STAFF/COMMITTEE RECOMMENDATION

As directed.

ALTERNATE CONSIDERATION

As directed.

DECISION MODE

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of April 2025.

AYES: _____

NAYS: _____

ABSENT: _____

This will be on the May 19, 2025, City Council agenda for formal approval.

MASTER POWER SUPPLY AGREEMENT

AGREEMENT BY AND BETWEEN THE CITY OF DARIEN AND MC SQUARED ENERGY SERVICES, LLC TO PROVIDE FULL-REQUIREMENTS ELECTRICITY SUPPLY AND RELATED SERVICES FOR THE CITY'S ELECTRIC AGGREGATION PROGRAM

This Agreement ("Agreement"), is entered into as of this ~~25th day of April 2025~~ ("Effective Date") between the City of Darien, an Illinois municipal corporation ("Municipality") and MC Squared Energy Services, LLC (mc²) (Supplier") (each a "Party" and collectively, the "Parties").

RECITALS

A. The Municipality has established an Electricity Aggregation Program ("Program") pursuant to the Aggregation Ordinance and the Aggregation Statute, and will conduct the Program as an opt-out program pursuant to the Aggregation Ordinance and the Aggregation Statute.

B. The purpose of this Agreement is for the Supplier to provide the Full-Requirements Electricity Supply Services and the Program Implementation Services as defined herein (collectively, the "Services") to all Eligible Customers who choose not to opt out of or choose to opt in to the Program, as the case may be, throughout the Term of this Agreement at the Price established in this Agreement.

C. The Supplier acknowledges and agrees that it has all certifications, authorizations, qualifications, and approvals necessary pursuant to the Requirements of Law to sell Full-Requirements Electricity Supply to Eligible Customers pursuant to this Agreement, including without limitation that:

- a. Supplier is certified by the Illinois Commerce Commission as a Retail Electric Supplier and is authorized to sell Full-Requirements Electricity Supply to customers in the State of Illinois utilizing the existing transmission and distribution systems of ComEd within the service areas of ComEd;
- b. Supplier is currently registered with ComEd to serve residential and small commercial customers under Rate RESS - Retail Electric Supplier Service with Rider PORCB - Purchase of Receivables and Consolidated Billing; and
- c. Supplier has at least three years continuous experience as a Retail Electric Supplier and has provided Full-Requirements Electricity Supply to at least 25,000 residential or commercial customers.
- d. Supplier acknowledges and agrees that it will provide the Services, including without limitation Full-Requirements Electricity Supply to all Participating Customers, pursuant to the Bid Package, the Bid Response, this Agreement, and the Requirements of Law.

e. The Municipality desires to enter into this Agreement with Supplier for the provision by the Supplier of Full-Requirements Electricity Supply to all Eligible Customers pursuant to the Program.

AGREEMENT

In consideration of the mutual covenants and agreements contained herein, the Municipality and the Supplier agree as follows:

ARTICLE 1 RECITALS

1.1 The foregoing recitals are, by this reference, fully incorporated into and made part of this Agreement.

ARTICLE 2 DEFINITIONS

The following terms shall have the meanings ascribed to them in this section:

2.1. "Aggregate" means the total number of Eligible Customers that are within the jurisdictional boundaries of the Municipality.

2.2. "Aggregation Ordinance" means that certain ordinance adopted by the Municipality authorizing the Program.

2.3. "Aggregation Statute" means Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92 and applicable rules and regulations of the Illinois Commerce Commission.

2.4. "Billing Services" means those services described in Section 4.4 of this Agreement, including all subsections of Section 4.4.

2.5. "ComEd" means Commonwealth Edison.

2.6. "Compliance Services" means those services identified in Section 4.5 of this Agreement, including all subsections of Section 4.5.

2.7. "Confidential Information" means the information defined in Section 9 of this Agreement.

2.8. "Customer Information" means that certain information that the Electric Utility or Former Aggregation Supplier is required to provide by statute (including the Aggregation Statute), regulation, tariff, or contract to the corporate authorities of the Municipality pursuant to the Aggregation Statute, including without limitation those names and addresses and Electric Utility account numbers of residential and small commercial retail customers in the Aggregate area that are reflected in the Electric Utility or Former Aggregation Supplier's records at the time of the request.

2.9. "Data" means the data defined in Section 9 of this Agreement.

2.10. "Electric Utility" means ComEd.

2.11. "Eligible Customers" means residential and small commercial electricity customers receiving Full-Requirements Electricity Supply within the Municipality who are eligible to participate in the Program pursuant to the Aggregation Statute and the Requirements of Law. Eligible Customers may be further classified as recipients of Full-Requirements Electricity Supply from Supplier or Tariff Service, based on the parameters defined in Exhibit A of this Agreement by the Supplier and by such standards as mutually agreed to by the Supplier and Municipality and as carried out by the Supplier.

2.12. "Energy" means generated electricity.

2.13. "Enrollment Services" means those services described in Section 4.3 of this Agreement, including all subsections of Section 4.3.

2.14. "Former Aggregation Supplier" means the RES that supplied the Program of the Municipality immediately prior to Supplier under this Agreement. If Former Aggregation Supplier as defined would be Supplier or ComEd, then no Former Aggregation Supplier is considered to exist.

2.15. "Force Majeure Event" means the circumstances defined in Section 7.1 of this Agreement.

2.16. "Full-Requirements Electricity Supply" means all services or charges necessary to provide the continuous supply of electricity to all Participating Customers, including, without limitation, Energy, capacity, losses, imbalances, load factor adjustments, transmission costs, congestion charges, marginal losses, ancillary services, Purchase of Receivables and Consolidated Billing (PORCB), taxes applicable only to the Supplier, and any additional necessary services or charges required under Requirements of Law.

2.17. "Full-Requirements Electricity Supply Services" means those portions of the Services described in Section 4.1 of this Agreement, including all subsections of Section 4.1.

2.18. "ICC" means the Illinois Commerce Commission.

2.19. "Independent System Operator" or "ISO" means that certain independent system operator for the Electric Utility established pursuant to the Public Utilities Act, 220 ILCS 5/16-626.

2.20. "Joint Power Supply Bid" means the bidding process conducted by NIMEC on behalf of the Municipality to identify the Supplier.

2.21. "New Customers" means the customers defined in Section 4.3.9 of this Agreement.

2.22. "Opt-Out Notice" means the notices described in Section 4.2.1.1 of this Agreement and provided to Eligible Customers informing them of their ability to opt-out of the Program pursuant to the Requirements of Law.

2.23. "Opt-Out Period" means the time prior to the implementation of the Program during which Eligible Customers may choose not to participate in the Program pursuant to the Requirements of Law.

2.24. "Opt-Out Process" means the process defined in Section 4.2.1 of this Agreement.

2.25. "Participating Customers" means those Eligible Customers who do not opt out of the Program and are not Special Billing Customers, and New Customers.

2.26. "Plan of Governance" or "POG" means that certain Plan of Operation and Governance approved by the Municipality pursuant to the Aggregation Statute.

2.27. "Point of Delivery" means the point specified by the Electric Utility at which the Supplier must deliver the Full-Requirements Electricity Supply to the Electric Utility for distribution to Participating Customers.

2.28. "Price" means the price at which the Supplier will provide the Services as set forth in Exhibit A to this Agreement.

2.29. "Program" means the electricity aggregation program operated by the Municipality in accordance with the Aggregation Statute and authorized by the Aggregation Ordinance, to aggregate residential and small commercial retail electrical loads located within the corporate limits of the Municipality for the purpose of soliciting and entering into service agreements to facilitate for those loads the sale and purchase of Full-Requirements Electricity Supply and related Services.

2.30. "Program Implementation Services" means those portions of the Services described in Section 4.2 of this Agreement, including all subsections of Section 4.2.

2.31 "Renewable Energy Credit" or "REC" means an instrument registered with a tracking service (including but not limited to PJM-GATS or M-RETS) that represents the environmental attributes of one megawatt-hour of renewable generation sources such as wind, solar, biomass or hydroelectric.

2.32 "Requirements of Law" means the Aggregation Ordinance, the Aggregation Statute, the Illinois Public Utilities Act, the Illinois Consumer Fraud Act, the Plan of Governance, the rules, and regulations and final decisions of the ICC and Illinois Power Agency (including the ICC Final Order in Docket No. 11-0434 issued on April 4, 2012), the rules, regulations and tariffs applicable to the Electric Utility and the Independent System Operator or Regional Transmission Organization, and all other applicable federal, state, and local laws, orders, rules, and regulations, all as may be hereinafter duly amended.

2.33. "Retail Electric Supplier" or "RES" means an "alternative retail electric supplier" as that term is defined in Section 16-102 of the Public Utilities Act, 220 ILCS 5/16-102.

2.34. "RTO: means Regional Transmission Organization.

2.35. "Services" means the Full-Requirements Electricity Supply Services, Program Implementation Services, Enrollment Services, Billing Services, and Compliance Services provided in Article 4 of this Agreement.

2.36. "Special Billing Customers" means the customers defined in Section 4.3.8.7 of this Agreement.

2.37. "Supplier" means MC Squared Energy Services, LLC, (mc²) and the lawful successor, transferee, designee, or assignee thereof.

2.38. "Tariffed Service" means the applicable tariffed services provided by the Electric Utility as required by 220 ILCS 5/16-103, which includes ComEd's electricity supply charge plus ComEd's transmission services charge, plus ComEd's purchased electricity adjustment.

2.39. "Term" means the period of time defined in Section 5.1 of this Agreement.

2.40. "Municipality" means the City of Darien.

2.41. "Withdrawing Customer" means a customer defined in Section 4.3.5 of this Agreement.

ARTICLE 3 PROGRAM RESPONSIBILITIES

3.1 Municipality Responsibilities.

3.1.1 Customer Information. The Municipality shall, with the assistance of the Supplier, pursuant to the Requirements of Law, obtain the Customer Information from ComEd and/or the previous supplier.

3.1.2 Notices and Customer Information from ComEd and/or the previous supplier. The Municipality shall promptly forward to Supplier the Customer Information received from ComEd and/or the previous supplier and each Party will promptly provide to the other Party any notices received by that Party from ComEd and/or the previous supplier concerning the accounts of Eligible or Participating Customers relevant to the Program and/or the Services provided pursuant to this Agreement.

3.1.3 Submittals to ComEd. The Municipality shall, with the assistance of Supplier, submit to ComEd (a) the "Government Authority Aggregation Form", (b) a list of Eligible Customers who are not Participating Customers because they have elected to opt out of the Program, and (c) a list of all Participating Customers, and (d) such other forms as are or may become necessary to access interval data for billing or non-billing purposes to the extent that Supplier is authorized to access such data.

3.1.4 No Municipality Obligations to Provide Services. The Parties acknowledge and agree that the Municipality is not responsible to provide, and this Agreement shall not be construed to create any responsibility for the Municipality to provide, the Services to any

person or entity, including without limitation the Supplier, the Electric Utility, the ISO/RTO, Eligible Customers, Special Billing Customers, New Customers or Participating Customers.

3.1.5 No Municipality Financial Responsibility. The Parties acknowledge and agree that this Agreement does not impose or create, and shall not be construed to create, any financial obligation of the Municipality to any other person or entity, including without limitation the Supplier, the Electric Utility, the ISO, Eligible Customers, Special Billing Customers, or Participating Customers.

3.2 Supplier Obligations.

3.2.1 Provision of Services. The Supplier will provide all of the Services described in Article 4 of this Agreement throughout the Term, including but not limited to the provision of sufficient Full-Requirements Electricity Supply to allow the Electric Utility to deliver and distribute uninterrupted electric service to all Participating Customers. The Supplier acknowledges and agrees that the Municipality is not responsible to provide, and shall not be liable to the Supplier or any Eligible Customer for any failure to provide, any Services pursuant to this Agreement.

3.2.2 Compliance with the Requirements of Law. Supplier shall comply with all Requirements of Law.

3.2.3 Supplier Press Releases. The Supplier may issue press releases concerning the Program that are approved in advance by the Municipality prior to issuance.

3.2.4 That all information provided by the Supplier to Municipality or any of its agents relating to this Agreement in any way shall be true and accurate in all respects at all times to the best of Supplier's knowledge.

3.2.5 Notwithstanding any other provision of this Agreement, Supplier shall not have an obligation to provide Full-Requirements Electricity Supply or Billing Services to a Participating Customer or New Customer as selected by Supplier pursuant to Exhibit A to receive a Tariffed Services.

ARTICLE 4 SUPPLIER SERVICES

4.1 Full Requirements Electricity Supply: The Supplier must supply the following Full-Requirements Electricity Supply Services as provided in this Section 4.1 to Participating Customers classified as receiving Full-Requirements Electricity Supply.

4.1.1 Scheduling, Transmission and Delivery of Full-Requirements Electricity Supply.

4.1.1.1 Generally. The Supplier shall take all actions necessary to arrange for the scheduling, transmission, and delivery of Full-Requirements Electricity Supply to the Electric Utility for distribution to all Participating Customers.

4.1.1.2 Scheduling. Supplier shall schedule the Full-Requirements Electricity Supply for distribution as required by the ISO/RTO and the Electric Utility.

4.1.1.3 Distribution and Transmission Rights. Supplier will arrange for necessary distribution and transmission rights necessary for the delivery of the Full-Requirements Electricity Supply to the Electric Utility hereunder.

4.1.1.4 Transmission and Delivery to Electric Utility.

4.1.1.4.1 Transmission and Delivery. Supplier will cause to be transmitted and delivered to the Electric Utility at the Delivery Point sufficient Energy to provide continuous Full-Requirements Electricity Supply to all Participating Customers. The Municipality acknowledges that the Electric Utility, and not the Supplier, is responsible for the distribution of the Full-Requirements Electricity Supply to the Participating Customers after delivery by the Supplier to the Delivery Point, and that Supplier does not take responsibility for the distribution of the Full-Requirements Electricity Supply to Participating Customers after the Supplier provides Full-Requirements Electricity Supply to the Point of Delivery.

4.1.1.4.2 Failure of Delivery. Supplier acknowledges and agrees that if the Supplier fails to comply with any requirement related to the Full-Requirements Electricity Supply to the Participating Customers pursuant to this Agreement, including without limitation if Supplier fails to schedule all or part of the Full-Requirements Electricity Supply for any Participating Customer, Supplier shall be solely responsible for any additional costs, charges, or fees incurred because of such failure, and shall not pass through any such additional costs, charges, or fees to Participating Customers.

4.1.2 Pricing. The Supplier shall receive the Price in full payment for all Services, and shall not be entitled to any additional costs, adjustments, charges, fees, or any other payments or compensation, except that the Supplier may not impose an early termination fee on Withdrawing Customers. The Municipality acknowledges that the Price does not include sales or other consumer-based taxes applicable to Participating Customers or other taxes that are not applicable to the Supplier.

4.2 Program Implementation Services. The Supplier must supply the following Program Implementation Services as provided in this Section 4.2:

4.2.1 Opt-Out Process. Supplier, at its sole cost and expense, shall, with the assistance of the Municipality, administer the process by which Eligible Customers are provided with the opportunity to opt-out of the Program prior to its implementation (the "Opt-Out Process"), including, but not limited to, the following:

4.2.1.1 Opt-Out Notices. Supplier, at its own expense, shall be fully responsible to prepare and mail form Opt-Out Notices to all Eligible Customers as required pursuant to the Requirements of Law. Opt-Out Notices must include all information required pursuant to the Requirements of Law, including without limitation including the terms and conditions of participation in the Program, the cost to the Customer of Full-Requirements Electricity Supply under the Program, the methods by which Customers may opt out of the Program, and the length of the Opt-Out Period. The Opt-Out Notices must prominently include the toll-free telephone number and email address to receive Opt Outs. The form and content of the Opt-Out Notices must be approved by the Municipality prior to mailing by the Supplier. In addition to the Opt-Out Notices, the Supplier will provide Participating Customers with terms and conditions for the provision of Full Requirements Electric Supply to those Participating Customers, which terms and conditions shall comply with and accurately reflect all of the requirements of this Agreement and the Requirements of Law.

4.2.1.2 Notices to Special Billing Customers. The Municipality acknowledges that the Supplier may provide notices to Special Billing Customers concerning the Program, the Price, the rates charged to Special Billing Customers under their existing service, and the opportunity for Special Billing Customers to opt in to the Program as provided in Section 4.3.9 of this Agreement. Without regard to whether it is required under Applicable Law, Municipality agrees to send pursuant to Section 4.2.1.1 notices to customers currently on Tariffed Service who will remain on Tariffed Services while participating in the program. This notice shall inform the customer of the existence of the Program and inform the customer that the customer will stay on Tariffed Services as participants.

4.2.1.3 Toll Free Number and Email Address. In addition to receiving completed Opt-Out Notices from Eligible Customers by mail, the Supplier shall, at its own expense, provide, operate, and maintain an email address for the use of Eligible Customers to opt out of the Program. The email address must be operational during normal business hours and the secure website must be operational 24 hours a day, seven days a week during the Opt-Out Period. The Opt-Out Notices must prominently include both the toll-free number and the email. In addition, Supplier will use reasonable commercial efforts to work with the Municipality to develop website content and FAQ's appropriate for posting on the Municipality's website. Supplier will be required to support Spanish speaking residents and customers with disabilities.

4.2.1.4 Reporting. During the Opt-Out Period, Supplier is responsible for receipt of all Opt-Out Notices. Supplier must assemble, track, and report to the Municipality concerning the delivery and receipt of all Opt-Out Notices to and from Eligible Customers, including without limitation providing the Municipality with complete information concerning all Eligible Customers who choose to opt-out of the Program whether by mail, telephone, or email.

4.2.2 Required Disclosures. Supplier shall provide Eligible Customers with all information required to be disclosed to Eligible Customers concerning Full-Requirements Electricity Supply and the Program pursuant to the Requirements of Law, including without limitation all information required to be included in the Opt-Out Notices.

4.2.3 Disclosure to Commission. The Municipality agrees to provide such assistance as is necessary for Supplier to provide to the ICC pursuant to 83 Ill. Admin. Code § 470.200(a) required information within three business days of the signing of this Agreement.

4.3 Enrollment Services. The Supplier must supply the following Enrollment Services as provided in this Section 4.3:

4.3.1 Record of Participating Customers. Following the completion of the Opt-Out Period, the Supplier shall be responsible to compile a complete list of all Participating Customers and those Eligible Customers who have opted out of the Program, and shall ensure that no Eligible Customers who have opted out are enrolled in the Program.

4.3.2 Enrollment. Upon completion of the Opt-Out Process and the identification of all Eligible Customers who have opted out of the Program, the Supplier shall, at its sole cost and expense, take all actions necessary to enroll Participating Customers in the Program pursuant to the Requirements of Law.

4.3.3 Term of Enrollment. Participating Customers who do not opt out of the Program shall be enrolled in the Program by the Supplier, and shall remain enrolled in the Program until the end of the Term, unless the Agreement is terminated pursuant to its terms or the Participating Customer withdraws from the Program pursuant to Section 4.3.5 of this Agreement

4.3.4 Direct Access Service Request. The Supplier shall submit a direct access service request to ComEd for each Participating Customer or New Customer classified as receiving Full-Requirements Electricity Services from Supplier in compliance with the "standard switching" subsection of Rate RDS - Retail Delivery Service, in order to allow Full-Requirements Electricity Supply to commence.

4.3.5 Withdrawal by a Participating Customer. For Participating Customers who notify the Supplier after the completion of the Opt-Out Period that the Participating Customer desires to withdraw from the Program ("Withdrawing Customer"), the Supplier must, to the extent Withdrawing Customer was taking Full-Requirements Electricity Supply from Supplier, request that the Electric Utility drop the Withdrawing Customer from the Supplier's Full-Requirements Electricity Supply according to Requirements of the Law, which will result in restoring such Withdrawing Customer to Tariffed Service. The Supplier will not assess an early termination fee, but the Withdrawing Customer will be responsible to pay for charges incurred for service prior to the termination.

4.3.6 Customer Service Inquiries. After completion of the Opt-Out Period, Supplier must maintain and operate a toll-free telephone number and an email address for the

purpose of receiving questions and comments from Participating Customers concerning the Full-Requirements Electricity Supply. The Supplier may inform Participating Customers that questions about the delivery and billing of the Full-Requirements Electricity Supply should be directed to ComEd. Supplier must promptly and courteously address customer service inquiries in a manner that meets or exceeds the ICC requirements for the operation of call centers.

4.3.7 Special Billing Customers. Subject to the Requirements of Law and due to the minimal and/or fixed nature of their existing billing rates, the following Eligible Customers shall not be automatically enrolled in the Program, but some may subsequently elect to enroll in the Program as New Customers pursuant to Section 4.3.9 of this Agreement:

4.3.7.1. Any Eligible Customer in the residential customer class, as described in Section 4.4.2 of this Agreement, that is taking service under the following ComEd rates:

- Rate BESH – Basic Electric Service Hourly Pricing
- Rate RTOUPP – Residential Time Of Use Pricing Pilot
- Rate RDS – Retail Delivery Service
- Rider POGNM – Parallel Operation of Retail Customer Generating Facilities with Net Metering; and
- Rate BES Customers with a Utility indicator intended to identify customers currently receiving PIPP or currently or in last 12 months receiving LIHEAP (Low Income Home Energy Assistance Program), the “16-115E Flag” per 220 ILCS 5/16-115E

4.3.7.2. Any Eligible Customer in the commercial customer class, as described in Section 4.4.2 of this Agreement, that is taking service under the following ComEd rates:

- Rate BESH – Basic Electric Service Hourly Pricing
- Rate RDS – Retail Delivery Service; and
- Rider POGNM – Parallel Operation of Retail Customer Generating Facilities with Net Metering

(Collectively, the "Special Billing Customers").

4.3.8 New Customers. After the commencement of the Program and the enrollment of Participating Customers, the Supplier shall, at the request of a New Customer, as defined in this Section 4.3.8, immediately enroll the following customers in the Program as Participating Customers and provide Full-Requirements Electricity Supply at the Price to extent such customers are classified by Supplier as eligible for Full-Requirements Electricity Supply from Supplier:

- 4.3.8.1. Any Eligible Customer within the Municipality that moves to a new location within the Municipality;
- 4.3.8.2. Any Eligible Customer that moves into an existing location within the Municipality; and
- 4.3.8.3 Any Eligible Customer that previously opted out of the Program during the Opt-Out Period
- 4.3.8.4 Any Eligible Customer that was inadvertently omitted from the list of Participating Customers and not enrolled in the Program; and
- 4.3.8.5. Any Eligible Customer with the "16-115E Flag," per 220 ILCS 5/16-115E

(Collectively, the "New Customers").

- 4.4 Billing Services. The Supplier must supply the following Billing Services as provided in this Section 4.4 for all Participating Customers currently receiving Full-Requirements Electricity Supply service from Supplier pursuant to the Agreement:

4.4.1 Billing Generally. Supplier shall confirm that billing to Eligible Customers will be provided by ComEd under a consolidated billing format pursuant to "Rider PORCB – Purchase of Receivables and Consolidated Billing," and pursuant to the Requirements of Law. The Municipality acknowledges and agrees that ComEd will bill Participating Customers for the Price of the Full-Requirements Electricity Supply as part of its billing for the distribution of such supply, and that the Supplier shall not be responsible for billing Participating Customers

4.4.2 Customer Classes. Eligible Customers shall be categorized within either the residential or commercial customer classes according to the applicable rates under which they received electricity supply from ComEd prior to participating in the Program.

4.4.2.1 Residential Customer Class. The residential customer class shall include Participating Customers taking service from ComEd under the following rates:

- Residential Single Family Without Electric Space Heat Delivery Class
- Residential Single Family With Electric Space Heat Delivery Class
- Residential Multi Family Without Electric Space Heat Delivery Class
- Residential Multi Family With Electric Space Heat Delivery Class

4.4.2.1 Commercial Customer Class. The commercial customer class shall include those Participating Customers taking service from ComEd under the following rates:

- 15,000 (annual) kWhs or less small commercial customers as defined under the Requirements of Law including the ComEd Rate GAP Tariff
- Notwithstanding the preceding, any customer defined as "Rate Code B93" indicating a special rate with ComEd will be excluded from Participating Customers

4.5 Compliance Services. The Supplier shall assist the Municipality in complying with any current or future Requirements of Law concerning the operation of the Program, including without limitation the provision of reports or other information as the Municipality may reasonably request from time to time.

4.6 Following the completion of the Opt-Out Period, the Supplier shall be responsible to compile a complete list of all Participating Customers in the Program. Supplier will update this list as new customers are added and deleted. Supplier will make this list available to the Municipality at any time the Municipality requests the list. Additionally, within 150 days of the end of this agreement, Supplier will make the Program's load data by rate class available to the Municipality. Load data shall include:

- Historical Usage Data
- Capacity Peak Load Contribution (PLC) values and effective start and end dates
- Network Service Peak Load Contribution (PLC) values and effective start and end dates
- Meter Bill Group Number
- Rate Code

4.7 Upon request of the Municipality, Supplier agrees to implement a second (supplemental) mailing at the Supplier's cost to new residents 12 months after the beginning of a 24-month term agreement, and also a third mailing at 24 months, if a 36-month term is selected. Each of these mailings will be at the option of the Municipality. Following the initial opt-out process conducted by the Supplier, each supplemental opt out mailing shall be conducted in the same manner as the initial opt out mailing; provided, however, that no supplemental Opt-Out Notices shall be sent to (i) Participating Customers, (ii) Eligible Customers that have previously (at such customer's same service address or account) opted out of, or rescinded under, the Program, (iii) those residents who have individually selected an electric supplier other than the Supplier, or (iv) Special Billing Customers. The Supplier shall provide Full-Requirements Electricity Supply to such applicable newly Eligible Customers at the same, then-current Price as that applicable to Participating Customers. Supplier will be responsible for all costs associated with the mailing, including ComEd charges.

4.8 Should the supplier purchase Renewable Energy Credits (RECs) for this transaction, the RECs should be tracked and retired within the PJM GATS or M-RETS system if applicable. On Exhibit A, the quantity of RECs to be retired in the name of the Community should be listed and the generation type (i.e. wind and solar) labeled. The Supplier will provide a detailed report on the specific RECs purchased and retired for this transaction in the name of the Municipality including the Serial Numbers of all RECs, REC generation type, REC generation location, REC volume and applicable month of generation.

ARTICLE 5

TERM

5.1 Term. This Agreement commences as of the Effective Date and is for a term of seventy-two (72) consecutive monthly billing periods starting from the initial meter read date designated by the Municipality in consultation with the Supplier in September 2025 and expires at the end of the last day of the 72nd billing cycle for the Participating Customer(s) with the latest billing cycle (the “Term”).

5.2 In the event this Agreement is not renewed or terminated for any reason, including expiration according to its terms, the Municipality may choose another RES or Retail Electric Supplier and Supplier shall allow all Participating Customers to be switched to the selected RES, or all Participating Customers shall be switched by the Supplier to service with ComEd in accord with the standard switching rules and applicable notices or as otherwise required by any applicable law or regulation.

ARTICLE 6 REMEDIES AND TERMINATION

6.1 Municipality’s General Remedies. In addition to every other right or remedy provided to the Municipality under this Agreement, if the Supplier fails to comply with any of the provisions of this Agreement (for reason other than a Force Majeure Event pursuant to Section 7.1 of this Agreement or a Regulatory Event pursuant to Section 7.2 of this Agreement, then the Municipality may give notice to the Supplier specifying that failure. The Supplier will have fifteen (15) calendar days after the date of that notice to take all necessary steps to comply fully with this Agreement, unless (a) this Agreement specifically provides for a shorter cure period or (b) an imminent threat to the public health, safety, or welfare arises that requires a shorter cure period, in which case the notice must specify the cure period, or (c) compliance cannot reasonably be achieved within 15 calendar days but the Supplier promptly commences a cure and diligently pursues the cure to completion. If the Supplier fails to comply within that 15-day period, or the shorter period if an imminent threat, or if the Supplier fails to promptly commence a cure and diligently pursue the cure to completion, then the Municipality, subject to the limits of applicable federal or State of Illinois law, may take any one or more of the following actions:

- 6.1.1 Seek specific performance of any provision of this Agreement or seek other equitable relief, and institute a lawsuit against the Supplier for those purposes.
- 6.1.2 Institute a lawsuit against the Supplier for breach of this Agreement and, except as provided in Section 6.3 of this Agreement, seek remedies and damages as the court may award.
- 6.1.3 In the case of noncompliance with a material provision of this Agreement, declare this Agreement to be terminated in accordance with the following:
 - 6.1.3.1 The Municipality will give written notice to the Supplier of the Municipality’s intent to terminate this Agreement ("Termination Notice"). The notice will set forth with specificity the nature of the noncompliance. The Supplier will have 30 calendar days after receipt of the notice to

object in writing to termination, to state its reasons for that objection, and to propose a remedy for the circumstances. If the Municipality has not received a response from the Supplier, or if the Municipality does not agree with the Supplier's response or any remedy proposed by the Supplier, then the Municipality will conduct a hearing on the proposed termination. The Municipality will serve notice of that hearing on the Supplier at least 10 business days prior to the hearing, specifying the time and place of the hearing and stating the Municipality's intent to terminate this Agreement.

6.1.3.2 At the hearing, the Supplier will have the opportunity to state its position on the matter, present evidence, and question witnesses. Thereafter, the Municipality will determine whether or not this Agreement will be terminated. The hearing must be public and held on record.

6.1.3.3 The decision of the Municipality must be in writing and delivered to the Supplier by certified mail.

If the rights and privileges granted to the Supplier under this Agreement are terminated, then the Supplier, within 14 calendar days after the Municipality's demand, must reimburse the Municipality for all costs and expenses incurred by the Municipality, including, without limitation, reasonable attorneys' fees, in connection with that termination of rights or with any other enforcement action undertaken by the Municipality.

6.2 Actions on Termination or Expiration of this Agreement. This Agreement shall terminate upon the expiration of the Term or an Extended Term, as applicable (with the understanding that the expiration of service for any particular Participating Customer will be tied to that customer's billing cycle), or the Municipality's termination of the Agreement pursuant to Section 6.1 or 4.1.2. Upon termination as a result of expiration of the Term (absent agreement upon an Extended Term), or upon termination as a result of expiration of an Extended Term, as applicable, Supplier shall return Participating Customers to Tariffed Service upon expiration of the Term or Extended Term, as applicable, on the first available meter read. In the event of the Municipality's termination of the Agreement prior to the end of the Term or Extended Term pursuant to Section 6.1.c, as applicable, Supplier shall return Participating Customers to Tariffed Service on the second available meter read in order to provide the opportunity for Participating Customers to identify alternate sources of electrical supply prior to returning to Tariffed Service. Participating Customers shall not be liable for any termination fee as a result of such termination or expiration in accordance with the preceding sentences of this Section 6.2. Supplier shall not be responsible to any Participating Customer for any damages or penalties resulting from the return to Tariffed Service, including claims relating to the Tariffed Service price being higher than the Price herein.

6.3 Limitation of Liability. Except for the Supplier's failure to provide Full-Requirements Electricity Supply to Participating Customers classified as eligible for Full-Requirements Electricity Supply from Supplier who have not terminated their agreement or the disclosure of Customer Information in violation of the Requirements of Law, or as otherwise specifically

provided herein, in no event will either Party be liable to the other Party under this Agreement for incidental, indirect, special, or consequential damages connected with or resulting from performance or non-performance of this Agreement, irrespective of whether such claims are based upon breach of warranty, tort (including negligence of any degree), strict liability, contract, operation of law or otherwise.

ARTICLE 7 FORCE MAJEURE EVENTS AND REGULATORY EVENTS

7.1 Force Majeure Events. The Supplier shall not be held in default under, or in noncompliance with, the provisions of the Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by a "Force Majeure Event," defined as a strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, or other event that is reasonably beyond the Supplier's ability to anticipate or control. . Non-compliance or default attributable to a Force Majeure Event shall be corrected within a reasonable amount of time after the Force Majeure Event has ceased.

7.2 Regulatory Event. The following shall constitute a "Regulatory Event":

- a. Illegality. It becomes unlawful for a Party to perform any obligation under this Agreement due to the adoption of any new, or change in the interpretation of any existing applicable law by any judicial or government authority with competent jurisdiction.
- b. Adverse Government Action. A regulatory, legislative or judicial body (A) requires a material change to the terms of this Agreement that materially and adversely affects a Party or (B) takes action that adversely and materially impacts a Party's ability to perform, or requires a delay in the performance of this Agreement that either Party determines to be unreasonable or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed, and the change is not deemed a Force Majeure Event.
- c. New Charges. Any material increase in generation, energy, or utility taxes or charges enacted and effective after the Effective Date of this Agreement. These charges would not be unique to Supplier's customers, but would apply to all customers in ComEd's rate classifications. The imposition of such tax or charge after the Effective Date of this Agreement is not subject to automatic pass-through in Price, but would only constitute a Regulatory Event if the imposition of the charge materially and adversely affects Supplier's ability to perform.
- d. Occurrence of Regulatory Event. **Within ten (10) days of** the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that such event has occurred. Within thirty (30) days, or such other period as the Parties may agree in writing, the Parties shall enter into good faith negotiations to amend or replace this Agreement so that the adversely affected Party is restored

as nearly as possible to the economic position it would have been in but for the occurrence of the Regulatory Event. If the Parties are unable to agree upon an amendment to this Agreement, within thirty (30) days or such other period as the Parties may agree in writing, the adversely affected Party shall have the right, upon ten (10) days prior written notice, to terminate and close out its obligations under this Agreement.

ARTICLE 8 INDEMNIFICATION AND INSURANCE

8.1 Indemnification. The Supplier shall indemnify and hold harmless the Municipality, its officers, employees, agents, and attorneys, from and against any third-party injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising from the Supplier's provision of the Services, except to the extent caused by the sole negligence of the Municipality. This duty shall survive for all claims made or actions filed within one (1) year following either the expiration or earlier termination of this Agreement. The Municipality shall give the Supplier timely written notice of its obligation to indemnify and defend the Municipality after the Municipality's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Supplier and/or the Municipality. Nothing herein shall be construed to limit the Supplier's duty to indemnify the Municipality by reference to the limits of insurance coverage described in this Agreement.

8.2 Insurance. Contemporaneous with the Supplier's execution of this Agreement, the Supplier shall provide certificates of insurance, all with coverages and limits as set forth in Exhibit B to this Agreement. For good cause shown, the Municipality Manager, Municipality Administrator, or his or her designee may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Municipality Manager, Municipality Administrator, or his or her designee may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the Municipality and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Municipality. The Supplier shall, at all times during the term of this Agreement, maintain and keep in force, at the Supplier's expense, the insurance coverages provided above.

ARTICLE 9 CONFIDENTIAL INFORMATION

9.1 Confidential and Proprietary Information. Notwithstanding anything to the contrary set forth herein, the Parties are not required to disclose information which they reasonably deem to be proprietary or confidential in nature. The Parties agree that any information disclosed by a Party and designated as proprietary and confidential shall only be disclosed to those officials, employees, representatives, and agents of the other Party that have a need to know in order to administer and enforce this Agreement. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to a Party's corporate structure

and affiliates, marketing plans, financial information unrelated to the calculation of the Price or rates pursuant to the Requirements of Law, or other information that is reasonably determined by a Party to be competitively sensitive. A Party may make proprietary or confidential information available for inspection but not copying or removal by the other Party's representatives.

Compliance by the Municipality with the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. ("Illinois FOIA"), including compliance with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois FOIA, or with a decision or order of a court with jurisdiction over the Municipality, shall not be a violation of this Section.

9.2 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Agreement ("Data"), other than the Supplier's Confidential Information, will be and remain the sole property of the Municipality. The Supplier must promptly deliver all Data to the Municipality at the Municipality's request. The Supplier is responsible for the care and protection of the Data until that delivery. The Supplier may retain one copy of the Data for the Supplier's records subject to the Supplier's continued compliance with the provisions of this Agreement.

9.3 Limitations on Customer Information. Both Parties acknowledge and agree that the Customer Information is subject to, and must be maintained in compliance with, the limitations on disclosure of the Customer Information established by the Requirements of Law, including without limitation the Aggregation Statute, Section 16-122 of the Public Utilities Act, 220 ILCS 5/16-102, Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2HH, the ICC Order in Case No. 11-0434 issued April 4, 2012, and the provisions of ComEd's Tariff Rate GAP. Municipality shall warrant to ComEd that customer-specific information provided to the Municipality in accordance with the provisions of ComEd's Tariff Rate GAP shall be treated as confidential. To protect the confidentiality of Customer Information:

9.3.1 Supplier access to Customer Information is limited those authorized representatives of Supplier, or any third party, who have a need to know the information for purposes of this Agreement.

9.3.2 Supplier warrants that it will not disclose, use, sell, or provide Customer Information to any person, firm or entity for any purpose outside of the aggregation program.

9.3.3 Supplier and Municipality acknowledge that Customer Information remains the property of the Municipality and that material breaches of confidentiality will prohibit Supplier from placing any new bids to the Municipality's subsequent Request(s) for Qualifications for a period of one year after termination of this Agreement.

9.3.4 Supplier warrants that it will delete and/or destroy the Customer Information described in Items 18 through 23 of the Company Obligations Section of ComEd's Tariff Rate GAP, and provided by Municipality, within 60 days after ComEd provides the information to Municipality. Municipality will offer its assistance to ensure that Supplier meets these requirements and deadlines.

9.4 Proprietary Rights, Survival. Each Party acknowledges the proprietary rights of the other Party in and to the Confidential Information. The obligations under this Article Nine shall survive the conclusion or termination of this Agreement for two (2) years.

ARTICLE 10 MISCELLANEOUS

10.1 Notices. Any notices, requests or demands regarding the services provided under this Agreement and the Attachments shall be deemed to be properly given or made (i) if by hand delivery, on the day and at the time on which delivered to the intended recipient at its address set forth in this Agreement; (ii) if sent by U.S. Postal Service mail certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address shown below; or (iii) if by Federal Express or other reputable express mail service, on the next Business Day after delivery to such express service, addressed to the intended recipient at its address set forth in this Agreement. The address of a Party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party.

To Municipality

City of Darien
1702 Plainfield Road
Darien, IL 60561
Attention: City Manager

To Supplier

Charles C Sutton
President
MC Squared Energy Services, LLC
500 W. Madison St., Suite 1470
Chicago IL 60661
Fax: 877-281-1279

With a copy to:

City of Darien
1702 Plainfield Road
Darien, IL 60561
Attention: City Attorney

With a copy to:

MC Squared Energy Services, LLC
Attn: Legal Dept.
6100 Emerald Parkway
Dublin, OH 43016
legalnotices@igs.com

10.2 Mutual Representations and Warranties. Each Party represents and warrants to the other Party, as of the date of this Agreement, that:

- a. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation, and if relevant under such laws, in good standing;
- b. It has the corporate, governmental and/or other legal capacity, authority and power to execute, deliver and enter into this Agreement and any other related documents, and perform its obligations under this Agreement, and has taken all necessary actions and made all necessary determinations and findings to authorize such execution, delivery and performance;
- c. The execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets; and

- d. It has reviewed and understands this Agreement; and
- e. It, to the extent applicable, shall comply with all the Requirements of Law.

10.3 Entire Agreement. This Agreement, including all Attachments hereto, contains all of the terms and conditions of this Agreement reached by the Parties, and supersedes all prior oral or written agreements with respect to this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by both Parties hereto. No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

10.4 Exhibit. Exhibits A and B attached to this Agreement are, by this reference, incorporated into and made part of this Agreement.

10.5 Waivers. The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights.

10.6 Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois without regard for the conflicts of law provisions thereof

10.7 Controlling Provisions. In the event of any inconsistency between the terms herein and the terms of the Exhibits hereto, the provisions of the Agreement shall control.

10.8 Severability. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

10.9 Venue. Except as to any matter within the jurisdiction of the ICC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, DuPage County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

10.10 No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Agreement.

10.11 No Waiver of Rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, that the Municipality may have under Federal or state law unless such waiver is expressly stated herein.

10.12 Validity of Agreement. The Parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.13 Authority to Sign Agreement. Each Party warrants to the other Party that it is authorized to execute, deliver and perform this Agreement. The individual signing this Agreement on behalf of each Party warrants to the other Party that he/she is authorized to execute this Agreement in the name of the Party for which he/she is signing.

10.14 Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Municipality and the Supplier and their respective successors, grantees, lessees, and assigns throughout the Term of this Agreement.

10.15 Non-Assignability. This Agreement shall not be transferred or assigned by the Supplier without the express written authorization of the Municipality, which consent shall not be unreasonably withheld, provided, that upon advance written notice to the Municipality, Supplier may assign this Agreement to an affiliate without the express authorization of the Municipality.

10.16 Counterparts. This Agreement may be executed in one or more counterparts (delivery of which may occur by facsimile or electronic mail), each of which shall be deemed an original, but all of which shall together constitute one instrument.

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: City of Darien

Signed:_____

Signed:_____

Printed/Typed Name: Charles C. Sutton

Printed/Typed Name:_____

Title: President

Title:_____

Date:_____

Date:_____

EXHIBIT A
PRICE

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; customers served under ComEd’s Hourly Tariffed supply service (Rate RRTP); and participants enrolled in a net metering program through ComEd or an ARES other than the Supplier.

Eligible Customers in the initial and subsequent opt-out cycles will be placed on Supplier service or Tariffed Service as defined in Section 2.37 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.

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 term of the Agreement twice annually traditionally in the spring and fall delivery periods. Supplier will provide at least thirty (30) days-notice to the municipality prior to such events.

Termination Fee for Withdrawing Customers: \$0 (zero)

Initial Delivery Term: Twenty-Four (24) Months

September 2025 – September 2027	Percent of RECs:	5%
	Civic Contribution:	\$834 per month

Subsequent Delivery Term(s) – At least ninety (90) days prior to the conclusion of a Delivery Term, Supplier shall provide Municipality with an extension or renewal offer for consideration by the Municipality. If the Municipality does not accept Supplier's extension or renewal offer, Municipality may terminate this Agreement at the conclusion of the Delivery Term as outlined within Article 5.2 of this Agreement.

Supplier will provide a monthly \$834 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. September 2025 payment would be paid in November 2025).

Special Services:

Supplier will acquire and retire on behalf of the Municipality Renewable Energy Certificates (RECs) from a location to be determined by Supplier with a preference given to wind RECs generated within the Midwest Renewable Energy Tracking System (MRETS) or the PJM Generation Attribute Tracking System (GATS). However, in Supplier's sole discretion, Supplier may secure RECs from other locations within the United States.

The RECs to be retired will be equal to an amount based on the historical twelve months of electricity usage for the Eligible Customers excluding accounts on ComEd hourly tariff supply service and accounts with another alternative electric supplier, represented on the provided ComEd "Usage Data" file.

Supplier: MC Squared Energy Services, LLC

Municipality: City of Darien

Signed: _____

Signed: _____

Printed/Typed Name: Charles C. Sutton

Printed/Typed Name: _____

Title: President

Title: _____

Date: _____

Date: _____

EXHIBIT B

INSURANCE COVERAGES

- A. Worker's Compensation and Employer's Liability with limits not less than:
- (1) Worker's Compensation: Statutory;
 - (2) Employer's Liability:
 - \$500,000 injury-per occurrence
 - \$500,000 disease-per employee
 - \$500,000 disease-policy limit
- Such insurance shall evidence that coverage applies in the State of Illinois.
- B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented. All employees shall be included as insureds.
- C. Comprehensive General Liability
- a. with coverage written on an "occurrence" basis with limits no less than: \$1,000,000
Bodily Injury and Property Damage Combined Single Limit Coverage is to be written on an "occurrence" basis.
Coverages shall include:
 - Broad Form Property Damage Endorsement
 - Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
 - b. with coverage written on a "claims made" basis with limits no less than: \$1,000,000
Bodily Injury and Property Damage Combined Single Limit Coverage is to be written on an "claims made" bases.
Coverages shall include:
 - Broad Form Property Damage Endorsement
 - Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of the Contract.
- E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
- F. Owner as Additional Insured. Owner shall be named as an Additional Insured on all policies except for:
 - Worker's Compensation
 - Professional LiabilityEach such additional Insured endorsement shall identify Owner as follows: City of Darien, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.
- G. Other Parties as Additional Insureds. In addition to Owner, the following parties shall be named as additional insured on the following policies:
Additional Insured Policy or Policies

City of Darien
Minutes of the Administrative/Finance Committee
April 7, 2025

Alderman Schauer served as meeting chair and called the meeting to order at 6:00 pm. Committee members Leganski and Schauer were present. Also in attendance was Administrator Bryon Vana, Treasurer Coren and Mayor Marchese.

Approval of an ordinance amending Section 6c-4-7 of the Darien City Code, "Water Consumption Charges"

Staff advised that the City has concluded the FYE 26 budget meetings. As discussed during the budget meetings, the staff is recommending a water rate increase as part of the FYE 26 water fund budget. The water rate for Darien residents during FYE 26 is proposed at \$10.50/1000 with a total fixed cost of \$15 per bill. The unincorporated residents' rate is proposed at \$12.60/1000 with a fixed cost of \$18 per bill. This is a slight increase from the current resident's rate of \$9.75 /1000 and a \$10 fixed fee per bill and an unincorporated customer rate of \$11.70 /1000 and a \$12 fixed fee per bill. The committee unanimously recommended approval of the ordinance.

A Motion authorizing the Mayor to sign a contract with Windy City Amusements, Inc. dated March 17, 2025, to provide amusement rides and attractions commencing on May 23, 2025 and ending May 26, 2025, for Darien Memorial Day Bash held at Chestnut Court

Staff advised when the City Council approved the Darien Business Alliance, staff discussed holding a Memorial Day Bash, which included providing a carnival in Darien over Memorial Day weekend to be held at Chestnut Court as Westwood Park was not available. Staff reviewed a contract between the City of Darien and Windy City Amusements for the carnival. The contract is substantially the same as the contract that was approved for last year's Darien Fest. The contract provides that the City will receive 40% of Windy City's gross receipts. They will also be required to pay the amusement tax required by city code which is (3%) of the gross receipts and 1.25% required by the Food and Beverage Tax. The committee unanimously recommended approval of the contract.

Approval of a motion authorizing the city administrator to sign a contract for the best bid for street light electric supply

Staff advised the city pays for streetlights throughout town that we own. Our annual light accounts with NIMEC expires this July and will be a part of our upcoming group bid. This year's NIMEC group bid will take place on Wednesday, May 14, 2025. The challenge of approving the bid is a timing issue. The bid prices are only good for the day they are opened. Typically, the city council would approve the city administrator to sign a contract with the low bidder. The annual street light expense is approximately \$50,000 with half going for supply and half for power supply. The committee unanimously

recommended approval of a motion authorizing the city administrator to sign a contract for the best bid for street light electric supply.

Minutes – Special Meeting – February 26, 2025 - The committee unanimously approved the minutes

Minutes – March 3, 2025 - The committee unanimously approved the minutes.

Adjournment - The meeting adjourned at 6:48 p.m.

Approved:

Mary Sullivan, Chairwoman _____

Ted Schauer, Member _____

Gerry Leganski, Member _____