

RESOLUTION NO. 23-01

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DUPO, IL, TO AUTHORIZE THE VILLAGE MAYOR TO ENTER INTO AN AGREEMENT WITH SATORI ENTERPRISES, LLC TO CONTINUE THE VILLAGE'S ELECTRICAL MUNICIPAL AGGREGATION SERVICES AGREEMENT

WHEREAS, the Village of Dupo, St. Clair County, Illinois, is a duly created, organized and validly existing municipality of the State of Illinois under the 1970 Illinois Constitution and the laws of the State of Illinois, including particularly the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto; and

WHEREAS, a duly noticed public meeting was held in the Village of Dupo, Illinois at the Dupo Village Hall, 107 N. Second Street, on February 6, 2023 at 7:00 p.m., before the Village Board of Dupo; and

WHEREAS, the Corporate Authorities of the Village of Dupo, Illinois believed it to be fiscally responsible for the Village and its citizens to obtain the lowest electrical rate for not only public buildings operated and used by the Village, but the lowest electrical rate for the citizens of Dupo, Illinois; and

WHEREAS, the Village of Dupo having previously entered into an agreement with AGE (Affordable Gas & Electric) to join the Southern Illinois Aggregation Partnership to obtain the best electrical rate for the Village and its citizens, such agreement is set to expire in December 2023; and

WHEREAS, AGE has now partnered with Satori Enterprises, LLC to obtain an even more favorable electric rate by having additional communities join the Southern Illinois Aggregation Partnership; and

WHEREAS, the Village of Dupo in order to continue in the Southern Illinois Aggregation Partnership for the calendar year 2024 and beyond must enter into a new Electrical Municipal Aggregation Services Agreement (**Exhibit A**, attached hereto and incorporated herein) and also execute a Municipality Power of Attorney (**Exhibit B**, attached hereto and incorporated herein) due to the expiration of the current agreement and the new partnership with Satori Enterprises, LLC; and

WHEREAS, the Municipality Power of Attorney (**Exhibit B**) is needed due to the volatility in the electrical rate market and the need to lock in a rate in a matter of minutes versus days; and

WHEREAS, the Corporate Authorities of the Village of Dupo, Illinois hereby find that it is necessary, advisable and in the best interests of the Village and its citizens to authorize the

entering into of a new Electrical Municipal Aggregation Services Agreement and executing a Municipality Power of Attorney for the procurement of the best available electric rates for the Village and its citizens.

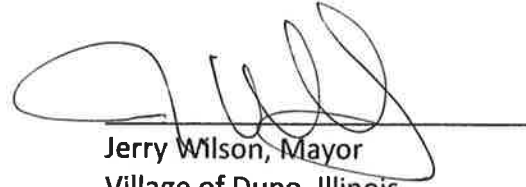
NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the recitals set forth above in the preamble of this Resolution are hereby incorporated into this Resolution as recommendations of the Village Board of Trustees of the Village of Dupo, Illinois.
2. That the Mayor of the Village of Dupo, Illinois is hereby authorized to enter into the Electrical Municipal Aggregation Services Agreement (**Exhibit A**) and execute the Municipality Power of Attorney (**Exhibit B**) in order to procure the best available electrical rate for the Village and its citizens through the Southern Illinois Aggregation Partnership in conjunction with Satori Enterprises, LLC and AGE.
3. That the Mayor of the Village of Dupo, Illinois, on behalf of the Village, and the Village Clerk to seal, if necessary, shall execute such documents necessary to enter into the Electrical Municipal Aggregation Services Agreement with Satori Enterprises, LLC and AGE, as well as the Municipality Power of Attorney.
4. That the Mayor and Village Clerk of the Village of Dupo, Illinois are authorized to provide any such additional information as may be required to accomplish the purposes of this Resolution.

PASSED this 6th day of February 2023 by the Village Mayor and the Village Board of Trustees of the Village of Dupo, St. Clair County, Illinois, and deposited and filed in the office of the Village Clerk in said Village on that date.

| <u>Trustees</u> | <u>Aye</u> | <u>Nay</u> | <u>Absent</u> | <u>Abstain</u> |
|-----------------|------------|------------|---------------|----------------|
| Joe Basinski | X | — | — | — |
| Ron Dell | X | — | — | — |
| Kerry Foster | X | — | — | — |
| Dawn Keys | X | — | — | — |
| Ken Phillips | X | — | — | — |
| Tammy Taylor | X | — | — | — |

APPROVED AND PASSED by the Mayor of the Village of Dupo, Illinois this 6th day of February 2023.



Jerry Wilson, Mayor
Village of Dupo, Illinois

ATTEST:



MARK NADLER, VILLAGE CLERK

(SEAL)

[End of document.]

EXHIBIT A



January 24, 2023

Mayor/City Manager: _____
Municipality Name: _____
Municipality Address : _____
City/State/Zip : _____

Subject: Electric Municipal Aggregation Services Agreement

This Agreement for Electric Municipal Aggregation Services ("Agreement") is made between Satori Enterprises, LLC ("SIAP") which includes AGE and _____ ("Client"). SIAP agrees to assist Client in exclusively evaluating electric supply options available in the marketplace with the intent of contracting with a competitive electric supplier to provide price stability through the procurement process.

I. Scope of Services

During the Term, SIAP shall provide the following:

1. Community Outreach and Education on Benefits of Aggregation Program
2. Collection, Analysis, and Modeling of Historical Usage Data
3. Review Plan of Operation and Governance required by Illinois statute (*if necessary*)
4. Coordination and Implementation of Public Hearings on Community's behalf (*if necessary*)
5. Preparation and Issuance of Supplier Bid Solicitation
6. Conducting of Pre-Bid Conference Calls with Suppliers
7. Layered hedging evaluation and valuation of potential solar sleeve-in options
8. Evaluation and Clarifications of Supplier Bid Proposals
9. Second Round of Supplier Bids Requested (*if necessary*)
10. Evaluation and Clarifications of Supplier Bid Proposals
11. Presentation of Supplier Pricing Results & Supplier Recommendation
12. Supplier Contract Negotiations
13. Contracting Facilitation Between Communities and Winning Bidder
14. Preparation of Enrollment Materials – Opt Out Letters, Frequently Asked Questions, etc.
15. Monitoring of Supplier Enrollment Process
16. Management of additional Enrollment requests for Move-Ins after the initial Enrollment process
17. Preparation of Performance Reports
18. Strategic Market Timing Recommendations after Initial Procurement

II. Term and Termination Provisions

This Agreement shall commence on the date listed below on page 3 and will terminate:

1. At the conclusion of the Contract with a competitive electric supplier provided that the Client sends written notice of its desire to terminate this Agreement at least one-hundred twenty (120) days prior to the conclusion of the Contract with a competitive electric supplier, otherwise, this Agreement will stay in place for the renewal period of the Contract; or
2. Upon written agreement of both Parties.

Both parties agree that SIAP will undertake significant time and resources to perform the scope of services listed in Section I above. Client agrees that during the term of this Agreement, it shall not directly solicit proposals or offers from, enter into any agreements with, or accept services for professional services that are substantially similar to the scope of services performed by SIAP pursuant to this Agreement.

III. Confidentiality

Confidential Information Defined

SIAP acknowledges that it will be receiving from Client information of a non-public nature ("Confidential Information") to be used for the solicitation and delivery of retail electric supply associated with the Electric Municipal Aggregation effort. This information includes the names, addresses and accounts of customers taking electric supply from Ameren Illinois Company. SIAP acknowledges that any such information shall be considered Confidential Information. SIAP agrees and acknowledges it and its Representatives (officers, directors, agents, and suppliers) are subject to the limitations described in 220 ILCS 5/6-122 and Section 2HH the Consumer Fraud and Deceptive Business Practices Act now in effect and may be amended from time to time (see Exhibit A). The identification or description of Confidential Information herein is not to be construed that such information available for disclosure under any terms.

Non-Disclosure Obligation

SIAP shall maintain the confidentiality of any Confidential Information and shall not disclose such Confidential Information, in whole or in part, to any person other than its Representatives who need to know such Confidential Information. Representatives shall be informed by SIAP of the confidential nature of the Confidential Information and shall be directed by SIAP to treat the Confidential Information confidentially. SIAP agrees to be responsible and liable for any breach of the Agreement by its Representatives.

IV. Indemnification

To the fullest extent permitted by law, SIAP shall fully indemnify, defend, release, and completely hold harmless Client, its agents, insurers, and/or employees from and against all actions, claims, demands, liabilities, damages, losses, costs and expenses related to this Agreement.

V. General Terms and Conditions

1. SIAP will be compensated directly by the supplier who is awarded the bid. Client shall not incur any out-of-pocket costs with respect to SIAP's compensation.
2. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

3. This Agreement may be amended from time to time by the Parties. Any amendment to this Agreement shall be made in writing and shall be signed by the Parties or their respective successors and assigns.
4. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimiles and copies of original signature pages will be treated as originals.
5. Notices hereunder may be given by mail or by fax transmission addressed or faxed to the Party to which it is being given at such Party's address or fax number set forth below and shall be effective (a) in the case of mail, 3 days after deposit in the postal system, first class postage pre-paid and (b) in the case of fax notices, when sent. Either Party may change its address and fax number by written notice to the other Party.

Satori Energy (AGE)

Attn: Jordan Haarmann
 Address : 300 S. Wacker Dr., Suite 800
 City State : Chicago, IL 60606
 Phone : 618-203-8328
 Email: Jordan.h@agellc.com

Municipality: _____
 Attn: _____
 Address: _____
 City/State/Zip: _____
 Phone: _____
 Email: _____

Upon acceptance of the terms of this Agreement, please sign the document where indicated below and return a copy to me either by email (Jordan.h@agellc.com) or fax to 618-205-5069.

Agreed and accepted this _____ day of _____ 2023.

Satori Enterprises, LLC:

By: _____
 Jeff Haarmann, Managing Director

Municipality: _____

Signature: _____
 Print Name: _____
 Title: _____

Exhibit A

(220 ILCS 5/16-122) Public Utilities Act

Sec. 16-122. Customer Information.

(a) Upon the request of a retail customer, or a person who presents verifiable authorization and is acting as the customer's agent, and payment of a reasonable fee, electric utilities shall provide to the customer or its authorized agent the customer's billing and usage data.

(b) Upon request from any alternative retail electric supplier and payment of a reasonable fee, an electric utility serving retail customers in its service area shall make available generic information concerning the usage, load shape curve or other general characteristics of customers by rate classification. Provided however, no customer specific billing, usage or load shape data shall be provided under this subsection unless authorization to provide such information is provided by the customer pursuant to subsection (a) of this Section.

(c) Upon request from a unit of local government and payment of a reasonable fee, an electric utility shall make available information concerning the usage, load shape curves, and other characteristics of customers by customer classification and location within the boundaries of the unit of local government, however, no customer specific billing, usage, or load shape data shall be provided under this subsection unless authorization to provide that information is provided by the customer.

(d) All such customer information shall be made available in a timely fashion in an electronic format, if available.

(815 ILCS 505/) Consumer Fraud and Deceptive Business Practices Act.

Sec. 2HH. Billing and collection practices of electric service providers. Each person selling generation, transmission, distribution, metering, or billing of electric service shall display the name, the toll-free telephone number of such service provider, and a description of the services provided on all bills submitted to subscribers of such services. All personal information relating to the subscriber of generation, transmission, distribution, metering, or billing of electric service shall be maintained by the service providers solely for the purpose of generating the bill for such services, and shall not be divulged to any other persons with the exception of credit bureaus, collection agencies, and persons licensed to market electric service in the State of Illinois, without the written consent of the subscriber.

(Source: P.A. 90-561, eff. 12-16-97.)

EXHIBIT B



MUNICIPALITY POWER OF ATTORNEY

MUNICIPALITY: _____
ADDRESS: _____
CITY STATE ZIP: _____
TELEPHONE: _____

Municipality hereby appoints Satori Enterprises, LLC ("SIAP") which includes AGE as Attorney-In-Fact for purposes herein and authorizes SIAP to execute a Power Supply Agreement ("contract") with the selected electric supply bidder on behalf of the municipality as a member of the Southern Illinois Aggregation Partnership.

The start date for the contract shall coincide with the expiration of the Municipality's current agreement in December 2023 or sooner if a blend & extend agreement is secured.

Municipality authorizes the execution of the contract under the above terms. Further, Municipality represents and warrants through the term of the agreement, as follows: 1) all acts necessary to the valid execution, delivery and performance of the agreement or contract extension, including without limitation, public notice, election, referendum, prior appropriation or other required procedures has or will be taken and performed as required; 2) all persons authorized to act on behalf of the Municipality are the duly elected or appointed incumbents in their positions and hold such positions in good standing in accordance with Municipality by-laws or other applicable law; 3) entry into and performance of this agreement are for a proper public purpose; 4) the term of this agreement or contract does not extend beyond any applicable limitation imposed by relevant or applicable law.

MUNICIPALITY

Sign: _____
Print: _____
Title: _____
Date: _____

Please return the signed Southern Illinois Aggregation Partnership Municipality Power of Attorney to:

SIAP
Attn: Jordan Haarmann
300 S. Wacker Dr., Suite 800
Chicago, IL 60606
FAX: (618)-205-5069
Email: jordan.h@agellc.com

EXHIBIT B