



where energy comes from

### CITY OF AURORA CUSTOMER ELECTRIC SUPPLY AGREEMENT

**TERMS AND CONDITIONS OF SERVICE** The following Terms and Conditions of Service (Agreement) apply to the provision of electric supply to Customer (or “you”) by MC Squared Energy Services, LLC d/b/a mc<sup>2</sup> – Where Energy Comes From (mc<sup>2</sup>).

<b>Supply Agreement Disclosures</b>	
<b>Legal name</b>	MC Squared Energy Services, LLC (mc <sup>2</sup> )
<b>Business address</b>	175 West Jackson Blvd, Suite 240 Chicago, IL 60604
<b>Service charges for term</b>	Variable. The rate may go up or down. Each month it is equal to the Electric Utility’s Published Price to Compare (“PTC”) including the Purchased Electricity Adjustment (PEA) during each applicable month for a Thirteen (13) month term. For history of PTC and PEA please visit: <a href="https://plugin.illinois.gov/understanding-the-price-to-compare/price-to-compare-comed.html">https://plugin.illinois.gov/understanding-the-price-to-compare/price-to-compare-comed.html</a>
<b>Fixed monthly charge (if any)</b>	\$0.00
<b>Fixed monthly charge terms (if any)</b>	N/A
<b>Contract and renewal terms</b>	Contract Term – Thirteen (13) months  Renewal Terms - Unless this Agreement and/or the PSA is terminated prior to the end of the term of this Agreement and in the event the PSA is not renewed or extended by the City of Aurora, you will be restored to ComEd bundled service at the end of the term of this Agreement. If the PSA is renewed or extended by the City of Aurora, you will receive a notice with the proposed specific rate, terms and conditions and the opportunity to opt-out of the City of Aurora Electricity Aggregation Program. This contract does not automatically renew.
<b>Termination fee (if any)</b>	\$0.00 You have the right to terminate your agreement with alternative retail electric suppliers at any time without any termination fees or penalties.
<b>Deposit/prepayment (if any)</b>	\$0.00
<b>Switching fees (if any)</b>	\$0.00
<b>Guarantee(s) of Customer Savings (if any)</b>	N/A
<b>Rescission</b>	You may rescind this contract by notifying mc <sup>2</sup> or the utility within ten (10) calendar days after the date on the electric utility’s written notice to the customer confirming the switch. To rescind this agreement, contact mc <sup>2</sup> at <a href="mailto:Aurora@mc2energyservices.com">Aurora@mc2energyservices.com</a> or call 833-202-4048; or contact ComEd at 1-800-334-7661.
<b>Supplier disclosure</b>	mc <sup>2</sup> is an independent seller of electric power and energy service certified by the Illinois Commerce Commission. mc <sup>2</sup> is not representing, endorsed by, or acting on behalf of a utility or a utility program, a consumer group or consumer group program.
<b>Utility Responsibility</b>	The electric utility remains responsible for the delivery of electric power and energy to a customer’s premises and will continue to respond to any service calls and emergencies. You will receive written notification from the electric utility confirming a switch of your electricity supplier.

<b>Contact Information (Toll free phone numbers)</b>	MC Squared Energy Services 1-833-202-4048 Utility ComEd 1-800-334-7661 ICC Consumer Services Division 1-800-524-0795
<b>Uniform Disclosure Statement</b>	A summary document entitled "The Uniform Disclosure Statement" (UDS) is attached to this contract. The UDS has important disclosures, including information about your new rate and your right to end this contract without termination fees or penalties other than charges or fees for devices, equipment, or other non-electrical services. Please read both this contract and the UDS carefully.

**Scope of mc<sup>2</sup> Service**

You appoint mc<sup>2</sup> as your exclusive Alternative Retail Energy Supplier (ARES). mc<sup>2</sup> agrees to sell and you agree to buy all of your electric power and energy service subject to the terms in this Agreement. You authorize mc<sup>2</sup> to obtain all data necessary so that mc<sup>2</sup> can enroll your account(s) and you authorize us to take such actions as necessary and reasonable to perform this Agreement, including accessing and using account information and meter usage data from the Utility (ComEd), enrolling account(s), procuring supply, scheduling and causing electricity to be delivered to each account.

**Municipal Aggregation**

The price, terms, and conditions of this contract are offered under the municipal aggregation program and endorsed by the City of Aurora.

**Price**

For delivery of power to ComEd's distribution facilities on behalf of your Utility account(s), you agree to pay the variable rate calculated pursuant to that certain Power Supply Agreement ("PSA between the City of Aurora and mc<sup>2</sup> dated September 26, 2023. The PSA price through your December 2025 ComEd meter read date under this Agreement is equal to the monthly ComEd published Purchased Electricity Charges, Transmission Service Charges and Purchased Electricity Adjustment per kWh. In addition to mc<sup>2</sup> electricity supply charges, ComEd distribution charges and related taxes will be itemized separately by ComEd in your bill and not included in the price under this Agreement. You are responsible to pay ComEd for these charges.

**Utility Price Disclosure Statement:**

MC Squared Energy Services, LLC (mc<sup>2</sup>) is not the same entity as your electric delivery company. You are not required to enroll with mc<sup>2</sup>. As of September 1, 2024, the electric supply price to compare to is currently 6.889 cents per kWh. The electric utility electric supply price will expire on September 30, 2024. The utility electric supply price to compare does not include the purchased electricity adjustment factor. For more information, go to the Illinois Commerce Commission's free website at [www.pluginillinois.org](http://www.pluginillinois.org).

<sup>1</sup> The electric supply price to compare is for residential customers. Electric supply price to compare for other rate classes (in cents per kWh) that are currently applicable include: Watt-hour Non-Electric Space Heating 6.928; Demand Non-Electric Space Heating 7.026; Nonresidential Electric Space Heating 6.250; Dusk to Dawn Lighting 3.329; General Lighting 5.832.

**Term**

mc<sup>2</sup> will commence service on the next available meter read date and continue through the number of monthly billing cycles set forth in the above Supply Agreement Disclosure of this Agreement. The start date for the Initial Term will be subject to receiving an accepted Delivery Access Service Request (DASR) from the Utility for Customer's Utility account. The Initial Term and any Renewal Term are collectively referred to herein as the "Term".

**Billing and Payment**

The cost of your power and energy from mc<sup>2</sup> will be included on your Utility bill for each billing cycle and will be based on Utility meter reads or estimates from the Utility. You agree that the Utility may provide us with your payment information and that you accept the Utility's measurements for the purpose of determining the amount you owe mc<sup>2</sup> for power and energy under this Agreement. You must remit payment to the Utility under their terms and at the address provided by the Utility.

**No Savings Guarantee**

mc<sup>2</sup> does not guarantee that your mc<sup>2</sup> price will be lower than the ComEd rate for any or all billing periods of your contract.

**Renewal**

Unless this Agreement and/or the PSA is terminated prior to the end of the term of this Agreement and in the event the PSA is not renewed or extended by the City of Aurora, you will be restored to ComEd bundled service at the end of the term of this Agreement. If the PSA is renewed or extended by the City of Aurora, you will receive a notice with the proposed specific rate, terms and conditions and the opportunity to opt-out of the City of Aurora Electric Aggregation Program.

CANCELLATIONS MAY BE SENT ELECTRONICALLY TO: [Aurora@mc2energyservices.com](mailto:Aurora@mc2energyservices.com)

OR MAY BE MAILED TO:

MC Squared Energy Services, LLC - mc<sup>2</sup>

175 West Jackson Blvd., Suite 240, Chicago, IL 60604

Fax: 1-877- 281-1279 OR CAN BE CALLED IN TO: 833-202-4048

## Termination

In addition to any other remedies mc<sup>2</sup> may have, this Agreement may be terminated by mc<sup>2</sup> upon 30-day notice to customer if we return your service to ComEd per the PSA, you move outside the City of Aurora area, you cease to be a ComEd customer or become ineligible for ComEd's Consolidated Billing. You may terminate this Agreement with mc<sup>2</sup> at any time without any termination fees or penalties by notifying us at 833-202-4048. There is NO Termination Fee if you terminate the MC Squared Agreement prior to the end of the applicable term. If you terminate your agreement early, you will be obligated to pay for services rendered under the contract until service is terminated.

## Adverse Material Change

This Agreement may be revised at any time by mc<sup>2</sup> in the event of the occurrence of an event beyond mc<sup>2</sup> reasonable control that materially alters the obligations of mc<sup>2</sup> in performance of this Agreement. In such circumstances, mc<sup>2</sup> will notify you and offer you a revised price and terms. If you do not accept the revised price and terms within 30 days, mc<sup>2</sup> may terminate this Agreement.

## Community Solar

Definitions: The following definitions from external sources are incorporated by reference.

- "Community Solar," or "CS," is a type of net metering that is available to customers pursuant to Section 16-107.5(l) of the Public Utilities Act [220 ILCS 5] and ComEd Rider POGCS [ILL C.C. No. 10, Sheet 344].
- "Subscriber" and "Subscription" are defined in Section 1-10 of the Illinois Power Agency Act [20 ILCS 3855]; "Subscriber" shall also incorporate the definition of "CS Subscriber" from ComEd Rider POGCS.
- "CS Beneficiary" is defined in ComEd Rider POGCS.

**Community Solar Arranged By Customer.** To the extent that Customer is granted Subscriber or Beneficiary status by their utility with a CS project, the community solar generation credit will be exclusively provided from the Customer's utility to Customer and shall be placed on Customer's utility bill by Customer's utility pursuant to the terms of Section 16-107.5(l)(3) of the Public Utilities Act. Customer need not take further action with mc<sup>2</sup> to effectuate such a subscription or other interest. Customer acknowledges and agrees that mc<sup>2</sup> is not responsible for the accuracy of the utility's credit value.

## Notices

Except as otherwise set forth in this Agreement or required by applicable law, notices to be provided under this Agreement shall be by U.S. Mail to the mailing address provided or electronic to the email address if provided.

## Limitations of Liabilities

LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT AND ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES EXPRESSLY WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR INDIRECT DAMAGES. MC<sup>2</sup>'S LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE.

## Miscellaneous Provisions Waiver

A waiver by either Party of any breach of the Agreement, or failure of either Party to enforce any of the terms and provisions of the Agreement, will not in any way affect, limit or waive that Party's right to subsequently enforce and compel strict compliance with the same or other terms or provisions of the Agreement.

## Assignment

Neither Party may assign the Agreement, in whole nor in part, without the other Party's prior written consent, but neither party may unreasonably withhold consent. However, mc<sup>2</sup> may assign the Agreement to another ARES without Customer's prior consent but that ARES shall agree in writing to be bound by this Agreement.

## Force Majeure

If either Party is unable to perform its obligations, in whole or in part, due to an event of Force Majeure as defined herein, then the obligations of the affected Party (other than the obligations to pay any amounts due prior to the Force Majeure event) shall be suspended to the extent made necessary by such event. The term Force Majeure shall mean any act or event that is beyond the claiming Party's control (and which is not reasonably anticipated and prevented through the use of reasonable measures) including, without limitation, the failure of the Utility to receive, transport or deliver or otherwise perform, unless due to the failure of the Party claiming Force Majeure to perform such Party's obligations hereunder, and an event of Force Majeure of mc<sup>2</sup> suppliers. The Party suffering the event of Force Majeure shall give written notice of such event of Force Majeure in reasonably full particulars to the other Party, as soon as reasonably possible. Each Party shall make reasonable efforts to remedy Force Majeure as soon as possible. Force Majeure shall not include (i) the opportunity for mc<sup>2</sup> to sell the electricity to be sold under this Agreement to another party at a higher price than that set forth in the Agreement, (ii) the opportunity for Customer to purchase the electricity (or its Accounts from another party) at a lower price than that set forth in the Agreement, or (iii) the inability of either Party to pay its bills under the Agreement or any other of its bills.

**Entire Agreement Amendments**

This Agreement constitutes the entire understanding between the Parties, and supersedes and replaces any and all previous understandings, oral or written, in any matter relating to this Agreement. This Agreement may be amended only upon mutual agreement of the Parties and will only be effective if the amendment is in writing and executed by the Parties.

**Emergency, Outage and Wire Service**

In the event of an emergency, outage or service need, Customer must call the Utility at the emergency number indicated on the Utility invoice: 1-800-EDISON1 (1-800-334-7661).

**Customer Care**

Customer may contact mc<sup>2</sup> for Customer Care if Customer has specific comments or questions by calling mc<sup>2</sup>'s toll-free telephone number at 833-202-4048 between the hours of 8AM and 5PM Central Prevailing Time (CPT), faxing mc<sup>2</sup> at 1-877-281-1279, emailing mc<sup>2</sup> at [Aurora@mc2energyservices.com](mailto:Aurora@mc2energyservices.com) or mailing to the business address. The Illinois Commerce Commission can also be reached at 1-800-524-0795, TTY at 1-800-858-9277 and their website address is <http://www.icc.illinois.gov/>.

**Dispute Resolution**

In the event of a dispute between you and mc<sup>2</sup>, you and mc<sup>2</sup> both agree to (1) raise any claim that could be brought at the Illinois Commerce Commission ("Commission") at the Commission, and (2) in the event of a dispute at the Commission, agree to voluntary binding arbitration pursuant to the Commission's Rules.