



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Consider Sixth Amendment to Agreement for Sale and Purchase of Electric Capacity and Energy with WM Illinois Renewable Energy, LLC for 2021 & 2022		
Presenter & Title:	Hal Wright, Superintendent of Electrical Services		
Date:	December 21, 2020		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting		Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting		Special City Council Meeting
	Public Hearing		Other -
Associated Strategic Plan Goal/Objective: EMS-II			
Estimated Cost: \$30.00/MWh for 2021 \$30.00/MWh for 2022	Budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<i>If "Other Funding," please explain how the item will be funded:</i>			
Executive Summary:			
<p>The current contract between the City of Geneva and WM Illinois Renewable Energy, LLC, for the output from the landfill gas electric generation facility located at Settlers Hill, expires on December 31, 2020. Negotiations with Waste Management to extend the "Agreement for Sale and Purchase of Electric Capacity and Energy", for the years 2021 and 2022 and have resulted in an agreement in principal as follows:</p> <ul style="list-style-type: none"> • Current contract ends December 31, 2020 at \$32.32/MWh • Proposed contract extension at \$30.00/MWh for 2021 and \$30.00/MWh for 2022 			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution • Proposed Sixth Amendment 			
Voting Requirements:			
<p><i>This motion requires <u>6</u> affirmative votes for passage.</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the aldermen or trustees has resulted in a tie; (b) when one half of the aldermen or trustees elected have voted in favor of an ordinance, resolution, or motion even though there is no tie votes; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
Recommendation / Suggested Action: <i>(how item should be listed on agenda)</i>			
<p>Approve Resolution Authorizing the City Administrator to Execute Sixth Amendment to Agreement for the Sale and Purchase of Electric Capacity and Energy between WM Illinois Renewable Energy, L.L.C. and the City of Geneva.</p>			

RESOLUTION NO. 2021-01

**RESOLUTION AUTHORIZING EXECUTION OF
SIXTH AMENDMENT TO AGREEMENT FOR THE SALE AND PURCHASE OF
ELECTRIC CAPACITY AND ENERGY**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, the Sixth Amendment to Agreement for Sale and Purchase of Electric Capacity and Energy, in the form attached hereto, relating to the WM Illinois Renewable Energy, LLC, landfill gas generation, located at Settlers Hill.

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this 4th day of January, 2021

AYES: __ NAYS: __ ABSENT: __ ABSTAINING: __ HOLDING OFFICE: __

Approved by me this 4th day of January, 2021.

Mayor

ATTEST:

City Clerk

SIXTH AMENDMENT TO
AGREEMENT FOR THE SALE AND PURCHASE OF ELECTRIC
CAPACITY AND ENERGY

This Sixth Amendment ("Sixth Amendment") to the Agreement for the Sale and Purchase of Electric Capacity and Energy dated December 31, 2007 (the "Agreement") is entered into as of the 31st day of December, 2020, by and between WM Illinois Renewable Energy, L.L.C., an Illinois limited liability company with principal offices located at 1001 Fannin Street, Houston, Texas 77002 prior to January 1, 2021 and 800 Capitol Street, Suite 3000, Houston, TX 77002 on and after January 1, 2021 ("Seller"), and the City of Geneva, an Illinois municipal corporation with principal offices located at 22 South 1ST Street, Geneva, Illinois 60134, ("Buyer"). Unless otherwise defined herein, capitalized terms shall be given their respective meanings as set forth in the Agreement and the first five amendments to the Agreement, as described below.

RECITALS

WHEREAS, Seller is the owner of a small power production facility ("Facility") that is fueled by landfill gas and is located at 1031 East Fabyan Parkway, Batavia, Illinois 60510;

WHEREAS, Buyer is a municipal electric utility that owns, operates, and maintains an electric distribution system and provides electric service within the City of Geneva, Illinois;

WHEREAS, the Facility is interconnected with Buyer's electric distribution system;

WHEREAS, Buyer purchases electric energy from Seller pursuant to the Agreement;

WHEREAS, Buyer and Seller executed a First Amendment to the Agreement dated December 31, 2010;

WHEREAS, Buyer and Seller executed a Second Amendment to the Agreement dated December 31, 2012;

WHEREAS, Buyer and Seller executed a Third Amendment to the Agreement dated December 31, 2014;

WHEREAS, Buyer and Seller executed a Fourth Amendment to the Agreement dated December 31, 2016;

WHEREAS, Buyer and; Seller executed a Fifth Amendment to the Agreement dated December 31, 2018;

WHEREAS, Buyer and Seller wish to amend the Agreement as set forth below in this Sixth Amendment;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, Buyer and Seller agree as follows:

1. Article 2 of the Agreement is amended to read:

The Term of this Agreement shall begin at 12:01 A.M. on January 1, 2021 and, unless terminated earlier as provided herein, shall end at 11:59 P.M. on December 31, 2022.

2. Article 4 is deleted in its entirety and replaced by the following:

For each megawatt-hour of Energy delivered to Buyer hereunder, including the associated Capacity, (a) commencing at 12:01 A.M. on January 1, 2021, Buyer shall pay Seller the sum of Thirty Dollars and 0 cents (\$30.00), prorated to reflect delivery of less than a full megawatt-hour of Energy.

3. This Sixth Amendment may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same amendment.
4. This Sixth Amendment shall be effective immediately upon execution by both Buyer and Seller.
5. Except as specifically provided in this Sixth Amendment, the Agreement as previously amended, is ratified and confirmed in each and every respect, and the Agreement continues to be in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, Buyer and Seller have executed this Sixth Amendment as of the date first set out above.

WM ILLINOIS RENEWABLE ENERGY, L.L.C.

By: DocuSigned by:
Randall Beck
C41AE98DA6E24A7... _____

Name: Randall Beck

Title: Vice President

CITY OF GENEVA, ILLINOIS

Attest: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____