



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Agreement for Sale and Purchase of Electric Capacity and Energy		
Presenter & Title:	Aaron Holton, Superintendent of Electrical Services		
Date:	January 6, 2025		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: EMS-II			
Estimated Cost: \$34.00/MWh for 2025/26	Budgeted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input checked="" 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, 2024. Negotiations with Waste Management to extend the "Agreement for Sale and Purchase of Electric Capacity and Energy", for the years 2025 and 2026 and have resulted in an agreement in principal as follows:</p> <ul style="list-style-type: none"> • Current contract ends December 31, 2024 at \$42.00/MWh. • Proposed contract extension at \$34.00/MWh for 2025 and 34.00/MWh for 2026 <p>The lower cost-per-MWh are a result of a less volatile energy market as compared to previous negotiations in 2022.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution • Proposed Eighth Amendment 			
Voting Requirements:			
<p><i>This motion requires a simple majority of affirmative votes for passage. (City Council Only)</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the alderpersons has resulted in a tie; (b) when one half of the alderpersons elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; 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 the item should be listed on agenda)</i>			
Approve Resolution Executing Eighth Amendment to Agreement for Sale and Purchase of Electric Capacity and Energy between WM Illinois Renewable Energy, LLC and City of Geneva.			

RESOLUTION NO. 2025-01

**RESOLUTION AUTHORIZING EXECUTION OF
EIGHTH 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 Eighth 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 6th day of January, 2025

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

Approved by me this 6th day of January, 2025.

Mayor

ATTEST:

City Clerk

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

This Eighth Amendment ("Eighth 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, 2024, 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 ("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 seven 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 executed a Sixth Amendment to the Agreement dated December 31, 2020;

WHEREAS, Buyer and Seller executed a Seventh Amendment to the Agreement dated December 31, 2022;

WHEREAS, Buyer and Seller wish to amend the Agreement as set forth below in this Eighth 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, 2025 and, unless terminated earlier as provided herein, shall end at 11:59 P.M. on December 31, 2026.

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, 2025, Buyer shall pay Seller the sum of Thirty Four Dollars and 0 cents (\$34.00), prorated to reflect delivery of less than a full megawatt-hour of Energy.

3. This Eighth 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 Eighth Amendment shall be effective immediately upon execution by both Buyer and Seller.
5. Except as specifically provided in this Eighth 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 Eighth Amendment as of the date first set out above.

WM ILLINOIS RENEWABLE ENERGY, L.L.C.

By: Signed by:
Shahid Malik
1DF574C70D03423...
Name: Shahid Malik
Title: Vice President

CITY OF GENEVA, ILLINOIS

Attest: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____