



## Village of Franklin Park Electric Aggregation Program



### AUTOMATIC AGGREGATION Electricity Purchase and Sale Terms and Conditions

The Village of Franklin Park (“Municipality”), pursuant to the aggregation authority conferred upon it by referendum, which passed by a majority of the vote on March 20, 2012 and the ordinance establishing the program, selected Integrus Energy Services, Inc. (“Seller”) to supply the aggregation (“Aggregation Program”) and to administer enrollments as described below. You, the account holder (also referred to as “Buyer”) for each eligible account associated with the service address referenced on the letter accompanying these Electricity Purchase and Sale Terms and Conditions (the “Account”), and Seller agree to the following terms and conditions. Seller and Buyer (individually referred to as “Party” and collectively as “Parties”) agree to the following Electricity Purchase and Sale Terms and Conditions (“Agreement”), as of June 4, 2013 (the “Effective Date”):

#### 1. Enrollment:

a. **Opt-Out:** Enrollment is automatic for those who are eligible, but participation is voluntary. **IF YOU DO NOT WISH TO PARTICIPATE, YOU MUST OPT-OUT BY (1) RETURNING THE POSTCARD POSTMARKED NO LATER THAN JUNE 3, 2013, (2) BY CALLING 877-585-3424 BY JUNE 3, 2013 OR (3) BY OPTING-OUT ON SELLER’S WEBSITE AT WWW.INTEGRUSENERGY.COM/IL-FRANKLINPARK.**

b. **Eligibility:** To be eligible for automatic aggregation, Buyer and the Accounts to be served (i) must be located within the Municipality’s jurisdictional boundaries, (ii) must be served by Commonwealth Edison (the “Utility”) on a residential or small commercial rate class (0-100kW or Watt Hour) provided such small commercial Account consumes less than 15,000 kWh annually, and (iii) may not be under contract with another competitive supplier, on the Utility’s real-time pricing, on bundled hold with the utility, or franchised service with a municipal account.

c. **Term:** This Agreement shall become binding on the Effective Date, provided however, the obligation of Seller to sell and schedule electricity for delivery to Buyer and the obligation of Buyer to purchase, take and pay for electricity is contingent upon: (a) successful enrollment by the Utility identified and (b) if applicable, the passage of the Rescission Period (defined in Section 2) without effective cancellation by Buyer. Successful enrollment by the Utility is dependent upon (i) the eligibility of the Accounts, as set forth above and as determined by the Utility, to take from a retail electric supplier and to participate in the Utility’s purchase of receivables program (including service class and past payment history), (ii) Seller’s determination, in its sole discretion, of price availability, and (iii) the accuracy and completeness of any information submitted by Buyer. Service will commence on meter read dates in **June 2013** and shall remain in effect through the **March 2014** meter read (“Initial Term”), unless terminated pursuant to the terms of this Agreement.

2. **Rescission Period:** If Buyer is a Residential or Small Commercial Customer, Buyer may rescind the Agreement by contacting Seller before Seller submits the enrollment request to the Utility. If Buyer is a Residential or Small Commercial Customer and is not already a customer of Seller, Buyer may also rescind the Agreement and the pending enrollment within 10 days after the Utility processes the enrollment request by contacting (a) Seller or the Utility, if Buyer is a Residential Customer or (b) Seller, if Buyer is a Small Commercial Customer. “Residential Customer” means a customer who receives electric service for household purposes distributed to a dwelling of 2 or fewer units which is billed under a residential rate or electricity service for household purposes distributed to a dwelling unit or units which is billed under a residential rate and is registered by a separate meter for each dwelling unit. “Small Commercial Customer” means a non-residential customer consuming an annual aggregate of 15,000 kWh or less in the Utility’s service area.

#### 3. Price:

a. **Fixed Rate:** For the Initial Term, Buyer shall pay the Fixed Rate multiplied by the billing cycle usage for Account(s). For the Initial Term, the Fixed Rate is **5.849¢ per kWh**. Both Parties recognize that Seller’s charges include tariff charges that are set forth by the Utility, transmission provider, regional transmission organization or independent system operator, the Federal Energy Regulatory Commission, and/or any other state or governmental agency having jurisdiction (each an “Authorized Entity”). Seller may pass through to Buyer, without markup as a separate line item or as an updated Fixed Rate, (i) any increase in such tariff charges or (ii) other increase in Seller’s cost to provide electricity that result from an addition to, a change in, or change in interpretation by an Authorized Entity of, or change in administration by an Authorized Entity of, tariffs, operating protocols, laws, regulations, or other requirements of an Authorized Entity, as applicable.

b. **Switching Fees:** While Seller does not charge Buyer a separate fee to switch to Seller’s service, if Buyer is currently receiving electricity pursuant to an agreement with an alternative retail electric supplier, that supplier may charge Buyer for switching electricity providers. If the Utility charges a fee for enrolling the Account to Seller’s service, Seller will reimburse Buyer for any such fees.

4. **Renewal:** Between 30 and 60 days prior to the end of the Initial Term or a Renewal Term (whichever is in effect, hereinafter the “Current Term”), Seller may send Buyer an offer for a Renewal Term. This offer will include, without limitation, the new Price, any applicable early termination fees, and the Renewal Term (“Offer”). In the event Seller does not receive Buyer’s rejection of the Offer

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within 14 days, the Offer will be deemed accepted by Buyer without the need for further signature or other affirmative action by Buyer. If Buyer rejects the Offer in the manner directed in the Offer, the Accounts will be returned to Utility service at the end of the Current Term. If Seller does not submit an Offer to Buyer and instead indicates that the Agreement will be extended on a month to month basis at prevailing market rates, then the Agreement will be extended as set forth in the notice or terminated as directed by Buyer.

5. **Billing and Payment:** Buyer will be invoiced for Seller's charges and the Utility's delivery charges by the Utility on the invoice(s) Buyer receives from the Utility, and such billing and payment shall be subject to the applicable Utility rules regarding billing and payment procedures. Seller's charges or credits not invoiced through the Utility shall be invoiced or credited, respectively, directly by Seller. Seller may cause the Utility to correct previous invoices in the event of invoicing errors.

6. **Taxes:** Any tax levied against Seller by any governmental entity, exclusive of Seller's income tax or taxes levied on Seller's real or personal property that must be paid by Seller shall be passed through to and borne and reimbursed by Buyer. Buyer must provide Seller with any applicable exemption certificates. Buyer shall pay any such taxes unless Seller is required by law to collect and remit such taxes, in which case Buyer shall reimburse Seller for all amounts so paid.

7. **Termination; Remedies:** If either Party defaults on its obligations under this Agreement (which may include Buyer's switching to another electric supplier or the Utility or Buyer's failure to pay the Utility), the other Party may terminate this Agreement, as applicable. Buyer may terminate service from Seller without penalty for any reason.

8. **Limitations: ALL ELECTRICITY SOLD HEREUNDER IS PROVIDED "AS IS", AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN AGREEMENT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.**

9. **Force Majeure:** Except for Buyer's obligation to pay Seller timely, neither Party shall be liable to the other for failure to perform an obligation if the non-performing Party was prevented from performing due to an event beyond the reasonable control, that could not be remedied by the exercise of due diligence and that was not reasonably foreseeable, including without limitation, acts of God, a condition resulting in the curtailment of electricity supply or interruption or curtailment of transmission on the electric transmission and/or distribution system, interruption of Utility service, terrorist acts or wars, and force majeure events of the Utility or independent system operator.

10. **Questions, Complaints and Concerns:** Buyer may contact Seller by calling **877-585-3424** at Seller's website at **[www.integrystenergy.com](http://www.integrystenergy.com)**, or by writing to **20 N. Wacker Drive, Ste #2100, Chicago, IL 60606, Attn: Customer Service**. For issues concerning this Agreement, Seller will attempt to resolve the matter within five (5) business days after receiving the call or letter. If Buyer is not satisfied with the response, or to obtain consumer education materials, Buyer can contact the Illinois Commerce Commission's Consumer Services Division at 1-800-524-0795 or 1-800-858-9277 for TTY hearing-impaired customers or visit the Illinois Commerce Commission's website at **[www.icc.illinois.gov](http://www.icc.illinois.gov)**. Buyer may also contact the Illinois Attorney General's Office at 1-800-386-5438 (Northern Illinois), 1-800-243-0618 (Central Illinois), or 1-800-243-0607 (Southern Illinois).

11. **Miscellaneous:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard for the conflicts of law provisions thereof. Title, possession, control of the electricity, and risk of loss will pass from Seller to Buyer at the delivery point, which shall be the Utility. Buyer appoints Seller as its agent for the purposes of effectuating delivery, including for receipt of billing and usage data from the Utility. Subject to regulatory approvals and notice from Seller, Seller may assign this Agreement without Buyer's consent. Buyer may assign this Agreement only with Seller's prior written consent. This Agreement (including without limitation the Account identification) shall be considered a Letter of Agency and constitutes the entire agreement between the Parties, superseding all verbal and written understandings. There are no third party beneficiaries to this Agreement and none are intended. This Agreement shall only be amended in writing signed by both Parties or with Notice from Seller to Buyer as described under Section 4 above. Buyer should contact the Utility in the event of an electric emergency at 1-800-Edison-1 (Residential Customer) or 1-877-4-ComEd-1 (Small Commercial Customer). Future correspondence may be sent by Seller to Buyer via first class mail and/or electronic mail. Buyer has read and understands the terms contained in the Uniform Disclosure Statement provided with this Agreement.