

# VILLAGE OF STICKNEY

6533 West Pershing Road  
Stickney, Illinois 60402-4048  
Phone - 708-749-4400  
Fax - 708-749-4451



David DeLeshe  
Mitchell Milenkovic

Village Trustees  
Mary Hrejsa  
Sam Savopoulos

James Lazansky  
Jeff White



Deborah E. Morelli  
Village President

Kurt Kasnicka  
Village Treasurer

Audrey McAdams  
Village Clerk

## REGULAR MEETING BOARD OF TRUSTEES

Tuesday, September 1, 2015

7:00 p.m.

### Meeting Agenda

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approve Minutes of Previous Regular Meeting
5. Authorize Payment of Bills
6. Approve Resolution 19-2015, "A Resolution Authorizing and Approving Master Agreement with Eligo Energy IL, LLC "
7. Pass and Approve Ordinance No. 2015-13, "An Ordinance Adding a Stop Sign on 40<sup>th</sup> Street and Euclid."
8. Discussion Regarding Home Rule Sales Tax Rates
9. Grant Permission to Knights of Columbus to Conduct their "ID Tootsie Roll Drive" on September 18, 19 and 20, 2015
10. Grant Permission to the Girl Scouts of Greater Chicago and Northwest Indiana for their Fall Program on October 1-25, 2015 and Cookie Program January 1-26, 2016
11. Consideration and Determination of Mayoral Appointments to Fill Vacancy in the Office of Village Trustee
12. Report from the Mayor
13. Report from Clerk
14. Trustee Reports/Committee Reports
15. Reports from Department Heads
16. Audience Questions
17. Adjournment

Posted August 28, 2015

August 18, 2015

State of Illinois  
County of Cook  
Village of Stickney

The Board of Trustees of the Village of Stickney met in regular session on Tuesday, August 18, 2015 at 7:00 p.m. in the Stickney Village Hall, 6533 W. Pershing Road, Stickney, Illinois.

Upon the roll call, the following Trustees were present:  
Trustees Hrejsa, Lazansky, Milenkovic, Savopoulos and White

Trustee White moved, duly seconded by Trustee Milenkovic, to approve the minutes of the previous regular session on Tuesday, August 4, 2015.

Upon the roll call, the following Trustees voted:  
Ayes: Trustees Hrejsa, Lazansky, Milenkovic, Savopoulos and White  
Nays: None  
Mayor Morelli declared the motion carried.

Trustee White moved, duly seconded by Trustee Savopoulos that the bills, approved by the various committees of the Board, be approved for payment, and to approve warrants which authorize the Village Treasurer to draw checks to pay the bills, to be signed by the authorized signers, as provided for by the Ordinances of the Village of Stickney.

Upon the roll call, the following Trustees voted:  
Ayes: Trustees Hrejsa, Lazansky, Milenkovic, Savopoulos and White  
Nays: None  
Mayor Morelli declared the motion carried.

Trustee White moved, duly seconded by Trustee Savopoulos to accept the report from the Illinois Department of Revenue for sales tax collected for the month of May, 2015 indicating the sum of \$36,650.60.

Upon the roll call, the following Trustees voted:  
Ayes: Trustees Hrejsa, Lazansky, Milenkovic, Savopoulos and White  
Nays: None  
Mayor Morelli declared the motion carried.

Illinois Department of Transportation for the month of July has been permanently held up pending the General Assembly passing the budget. Trustee White called the Illinois Department of Transportation to inquire.

Trustee Lazansky moved, duly seconded by Trustee Savopoulos to Approve Resolution 18-2015, "Resolution Celebrating the 25<sup>th</sup> Anniversary of the Passage of the Americans With Disabilities Act."

Upon the roll call, the following Trustees voted:

Ayes: Trustees Hrejsa, Lazansky, Milenkovic, Savopoulos and White

Nays: None

Mayor Morelli declared the motion carried.

Trustee Lazansky moved, duly seconded by Trustee Savopoulos to approve the August 22, 2015 Block Party on 4400 Block of Grove.

Upon the roll call, the following Trustees voted:

Ayes: Trustees Hrejsa, Lazansky, Milenkovic, Savopoulos and White

Nays: None

Mayor Morelli declared the motion carried.

Trustee Milenkovic moved, duly seconded by Trustee Savopoulos to approve the August 29, 2015 Block Party on Lorraine Terrace between Wisconsin and Wenonah.

Upon the roll call, the following Trustees voted:

Ayes: Trustees Hrejsa, Lazansky, Milenkovic, Savopoulos and White

Nays: None

Mayor Morelli declared the motion carried.

The mayor introduced Chris Ganschow of CW Consulting and Bob Molaro of Robert S. Associates. Mr. Ganschow explained that he worked with our previous lobbyist, Mark Fary. Mr. Fary resigned for a better opportunity. Mr. Ganschow wanted to bring us up-to-date as to what is happening in Springfield. We learned that 90% of the budget is clicking along even though a budget has not been passed. He has had some luck working with our senator, Martin Sandoval, who secured \$200,000.00 for infrastructure improvements to the police department. In addition, they assisted with the OSLAD grant for the Children's Park. The check for \$120,000.00 for that grant arrived recently.

Mr. Molaro was introduced. It was explained that he serves as the lobbyist to Hawthorn Race Course. We learned that Mr. Fary's wife is now a commissioner on the Sports Authority Board. There is a rule that you can't lobby and have a spouse on a sports authority board. The lobbying contract is now in Chris Ganschow's name. The next six to nine months will be a watershed in Springfield. When he served in Springfield, they didn't allow the comptroller to write checks until a budget was passed. This caused pressure on the General Assembly to pass a budget. This time around, a judge in Saint Clare County decided that the comptroller could write checks. Therefore, the stalemate is ongoing. The governor wants certain issues in return passed on his agenda. We may not have a budget deal until the state could run out of money in February or March.

The good news is we are in the best position to pass a casino bill. The bill will show revenue sharing. Cicero and Berwyn are involved. They are trying to stop the Stickney Township Health Department from getting 25%. He explained that there will be no lobbying contract in writing. If we are having a tough time, we can call and skip a month and we won't have to pay. They feel that Stickney needs representation in Springfield.

Trustee White explained that this is the first report that we have ever seen in the past year. He asked where all the other reports are. Mr. Molaro told us that their reports went to the mayor. The mayor acknowledged receiving them via email. When Chris Ganschow was last here with Mark Fary we were told we were going to be updated. Trustee White enlightened them that we received none of those reports. Trustee Savopoulos asked the mayor what did she do with those reports. She answered that she kept them on her computer. She did say she did read them. Trustee White never felt that we needed a lobbyist because he felt that they didn't do anything. Now he knows that we just weren't being informed. He feels that we do need representation in Springfield. He continued to say that we need to move forward. With this gaming bill moving forward, we will need help with that. We can't be left in the dark. It is not fair to the board and the taxpayers. Trustee Lazansky asked if bigger municipalities could push us out? Robert Molaro summed it up by explaining that no matter where the revenue sharing goes, they think that Stickney should get reimbursed for anything they paid out or spent, and then others would split it at a rate. He said they would talk with the other towns and find an agreement.

Mr. Molaro again apologized for the misconnection of them not sending the reports to the trustees. Trustee White then voiced his dissatisfaction over the fact that over twenty reports were sent and not one of them made it to the attention of the trustees. We have to be fiscally responsible. He personally had false ideas over what they were doing.

The clerk asked about a legislative bill number for the gaming bill. Mr. Molaro explained that it will be a completely new bill number.

Trustee White moved, duly seconded by Trustee Savopoulos to use their lobbying service on the village's behalf.

Upon the roll call, the following Trustees voted:

Ayes: Trustees Hrejsa, Lazansky, Milenkovic, Savopoulos and White

Nays: None

Mayor Morelli declared the motion carried.

Mr. Molaro confirmed that the fee would be \$1,500.00. The contract is on a month to month base. Mr. Molaro said it would not be more than the 30 days. Attorney Del Galdo said that there was a written contract with a termination clause in there. You are not obligating yourself to one year. There is an out clause. The attorney said that if the board approves it tonight they would review it.

Illinois Energy Aggregation consultants Robert Streit and Dennis Brennan passed out rate sheets of market pricing to the board members. At the August 4, 2015 meeting they asked permission from the board to go out for market pricing. They came back with fixed pricing for 12, 24, 30 and 36 months. They also provided fixed monthly rate fees. It was explained that it allows some suppliers to lower rates. These rates are fixed for the life of the contract. Whereas, Com Ed rates are variable and can and do change every month. During the past 12 months Com Ed's rates have averaged 7.18/Kwh. The rates we are quoting for 12, 24 and 30 months are lower



than Com Ed. Com Ed is expected to rise into the 8/Kwh range. They are recommending the 30 months offer of 6.20/Kwh with a \$4.95 monthly fee. These prices are only guaranteed for 24 hours. Trustee Lazansky verified that we are locked in at the 6.20/Kwh rate.

Trustee White moved, duly seconded by Trustee Savopoulos to authorize with Illinois Energy to negotiate on behalf of the village and secure the 30 month rate of 6.20/Kwh with a \$4.95 monthly fee.

Upon the roll call, the following Trustees voted:

Ayes: Trustees Hrejsa, Lazansky, Milenkovic, Savopoulos and White

Nays: None

Mayor Morelli declared the motion carried.

After the vote a question was raised concerning Stickney joining with another municipality to receive a better rate. We have joined with unincorporated Stickney Township but they will approve their own contract.

The next agenda item was the appointment to fill the vacancy in the office of trustee of the Village of Stickney. The clerk explained that there was no motion to speak to this item and we would go on to the next item.

The mayor told us that there will now be a discussion on Home Rule Sales Tax rates. The treasurer verified that our Home Rule Sales Tax is 1%. Trustee White told us that we have the opportunity to raise our Home Rule Sales Tax 0.25% on July 1<sup>st</sup> or January 1<sup>st</sup> of any year. Trustee Jeff White explained that in anticipation of our funds diminishing we are looking for ways to increase our funds without raising taxes on the homeowners. The treasurer, Kurt Kasnicka, explained that every month we get a report on our state sales tax from the state. It amounts to approximately \$38,000. Approximately half of that figure, approximately \$20,000, is received separately from the Home Rule Sales Tax. If you increased it by 0.25% it would bring in \$5,000.00. Trustee Lazansky referred back to comments of no new taxes made at many meetings. He felt that Stickney residents that shop at the Jewel would be penalized. He would rather see his property taxes go up by .005 would bring in \$60.00 yearly. He felt the Home Rule tax was nickeling and diming people to death. He would rather see raising the vehicle license fee. He felt that the twenty dollars we charge is too low. Trustee Savopoulos argued that the sales tax would be paid by everyone shopping in the area. There was much discussion held between Trustee Lazansky and an audience member over property taxes. Other comments were made against raising property taxes. Trustee White suggested that we think ahead. Someone asked if we would cut the taxes once we get the tax money the state is withholding. Trustee Lazansky suggested a carryout tax. Trustee White explained that we are behind times with our taxes. He offered to research what other home rule towns charge in their taxes. He would bring this information to the next meeting. The clerk asked if the state was going to freeze property taxes. The governor is considering freezing taxes for a two year period. The lobbyist told us that the governor would not freeze taxes unless he gets some of his agenda passed. According to Attorney Del Galdo, further discussion can be held on this subject when one of the board members and the mayor want it to be placed back on an agenda.

A discussion was held concerning a stop sign placed on 40<sup>th</sup> and Euclid. Trustee White asked the Chief of Police to research the need for such a sign. There is a stop sign when you are heading south. The trustee enforced the need of an additional sign because of a preschool on the corner, a large tree blocking the sight line heading to the east and residents complaining to him. Police Chief John Sladetz told us that there hasn't been an accident there within the last twelve months. However, he does agree with Trustee White's explanation of the need. He felt it is a good spot for a sign. He included the fact that the senior center is right there. Trustee Savopoulos has some close calls at that intersection. Trustee White asked Attorney Del Galdo if he would write an ordinance for our next meeting.

**TRUSTEES REPORTS:** Trustee Hrejsa gave the fire department report for the month of July, 2015 as follows: Ambulance calls; 69: Mutual Aid Calls; 10: Service Calls; 4: Fire Calls; 10: Hazardous Condition Calls; 0: Motor Vehicle Accidents; 5: Working Fires; 0: Brush/Trash Fire Calls; 1: Car Fires; 0: Total calls for the month of July: 99; Total calls for 2015: 632

In addition, she announced the Fall Festival to be held on September 12, 2015. She gave a line-up of activities. Fireworks will follow. The Metropolitan Water Reclamation District will raffle off a rain barrel.

Trustee Milenkovic informed us that the FAA has awarded another \$10 million grant for sound insulation around Midway Airport. In addition, Midway will receive an additional \$210,000.00 to purchase new equipment. Trustee Milenkovic is still communicating with Congressmen Lipinski's office concerning the train whistles. The trustee also thanked people for donating to the troops.

Trustee Savopoulos told us that Com Ed has started working on the east side of town to repair the insulation of their power lines that are underground. They are currently fixing our curbs.

Trustee White moved, duly seconded by Trustee Savopoulos to accept the treasurer's report for the month of May, 2015.

Upon the roll call, the following Trustees voted:

Ayes: Trustees Hrejsa, Lazansky, Milenkovic, Savopoulos and White

Nays: None

Mayor Morelli declared the motion carried.

**DEPARTMENT REPORTS:** Police Chief John Sladetz informed us that the railroad crossing on Harlem Avenue in Berwyn will be down for repairs starting August 27 and lasting until approximately September 7. They are shutting down Harlem Avenue at Ogden Avenue. The projected detour route was provided.

Fire Chief Larry Meyer mentioned that bad weather is approaching.

Treasurer Kurt Kasnicka announced that we received the check for the park grant in the amount of a little over \$120,000.00. It has been deposited in our Capital Repair

Fund for future capital improvements. That is where the money originated from. The video gaming funds are being held up by the state as well as the motor fuel tax. The only other item he hears is being held back is the wireless distribution from the state which is in the \$3,000.00 range. This goes to pay back the 911 fund. An explanation was given over the income tax revenue item. The governor talked about slashing it. Currently, last week the Illinois Department of Revenue issued a voucher. After that, the Illinois Comptroller will issue a warrant. Then the money will get distributed. With the warrant, we actually did get one month's income tax. We are actually two months behind. Hopefully that money will flow without a reduction.

AUDIENCE QUESTIONS from Sokol Stickney took up a considerable amount of time.

Trustee Savopoulos moved, duly seconded by Trustee White to adjourn into closed session at 8:32 p.m. This was for discussion only regarding probable and imminent litigation pursuant to Section 2 (c) (11) for the Open Meeting Act. 5 ILCS 120/2 (c) (11).

Upon the roll call, the following Trustees voted:

Ayes: Trustees Hrejsa, Lazansky, Milenkovic, Savopoulos and White

Nays: None

Mayor Morelli declared the motion carried.

Trustee White moved, duly seconded by Trustee Lazansky to return to regular session at 9:45 p.m.

Upon the roll call, the following Trustees voted:

Ayes: Trustees Hrejsa, Lazansky, Milenkovic, Savopoulos and White

Nays: None

Mayor Morelli declared the motion carried.

There being no further business, Trustee Lazansky moved, duly seconded by Trustee White that the meeting be adjourned. Upon which the Board adopted the motion at 9:45 p.m.

Respectfully submitted,

---

Audrey McAdams, Village Clerk

Approved by me this                      of                      2015

---

Deborah E. Morelli, Village Mayor

## **RESOLUTION NO. 19-2015**

### **A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN AGREEMENT WITH ELIGO ENERGY IL, LLC FOR THE VILLAGE OF STICKNEY**

**WHEREAS**, the Village of Stickney (the "Village") is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

**WHEREAS**, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs, and to review, interpret and amend its ordinances, rules and regulations; and

**WHEREAS**, Eligo Energy IL, LLC ("Eligo") currently cooperates with the Village to procure retail electric service to Village residents and businesses (the "Services") as part of the Villages electric aggregation program (the "Program"); and

**WHEREAS**, Eligo has provided a new Master Agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, which sets forth the terms, covenants and conditions under which Eligo will continue to provide the Services to the Village as part of the Program; and

**WHEREAS**, the Village President (the "President") and the Board of Trustees of the Village (the "Board," and together with the President, the "Corporate Authorities") have determined that it is necessary, advisable and in the best interests of the Village and its residents to enter into and approve agreements with substantially the same terms as the terms of the Agreement; and

**WHEREAS**, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to revise agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney; and

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF STICKNEY, COOK COUNTY, ILLINOIS, as follows:**

**SECTION 1: RECITALS.** The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

**SECTION 2: PURPOSE.** The purpose of this Resolution is to authorize the President or her designee to enter into the Agreement whereby Eligo will continue to provide the Services to the Village and to further authorize the President or her designee to take all steps necessary to carry out the terms and intent of this Resolution and to ratify any steps taken to effectuate those goals.

**SECTION 3: AUTHORIZATION.** The Board hereby authorizes and directs the President or her designee to authorize, enter into and approve the Agreement in accordance with its terms, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Board further authorizes and directs the President or her designee to execute the Agreement with such insertions, omissions and changes as shall be

approved by the President and the Attorney. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and consummate the purpose of this Resolution and shall take all action necessary in conformity therewith. To the extent that any requirement of bidding would be applicable to the Services, the same is hereby waived.

**SECTION 4. HEADINGS.** The headings of the articles, sections, paragraphs and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

**SECTION 5. SEVERABILITY.** The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

**SECTION 6. SUPERSEDER.** All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

**SECTION 7. PUBLICATION.** A full, true and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

**SECTION 8. EFFECTIVE DATE.** This Resolution shall be effective and in full force immediately upon passage and approval as provided by law.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

**PASSED this 1<sup>st</sup> day of September, 2015.**

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTENTION:**

**APPROVED by me this 1<sup>st</sup> day of September, 2015.**

---

**Deborah Morelli, President**

**ATTESTED AND FILED in my  
office this \_\_ day of  
September, 2015.**

---

**Audrey McAdams, Village Clerk**



## EXHIBIT A

## **MASTER AGREEMENT**

This Master Agreement ("Agreement") is entered into as of the 8/26/2015 ("Effective Date") by and between Eligo Energy IL, LLC, an Illinois limited liability company with its principal place of business at 201 W. Lake St., Ste. 151, Chicago, IL 60606 ("Eligo" or "Vendor"), and the Village of Stickney, an Illinois municipality and Government Aggregator, with its principal place of business at 6533 Pershing Road, Stickney, IL 60402 (the "Village" or "Governmental Aggregator") (each a "Party" and collectively, "Parties").

### **RECITALS**

A. WHEREAS, Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92 ("Act") authorizes the corporate authorities of a municipality to establish a program to aggregate electrical loads of residential and Small Commercial Retail Customers and to solicit bids and enter into service agreements to facilitate the sale and purchase of electricity and related services and equipment for those electrical loads; and

B. WHEREAS, pursuant to the Act, municipalities may, if authorized by referendum, operate an Aggregation Program as an "opt-out" program that applies to all residential and Small Commercial Retail Customers who do not affirmatively choose not to participate; and

C. WHEREAS, the Village will operate an Aggregation Program for its residents and duly adopted an ordinance to operate the Aggregation Program as an opt-out program under the Act and has complied with all the requirements of the Act to operate an opt-out program; and

D. WHEREAS, the Village conducted a request for proposals pursuant to which licensed alternative retail electric suppliers were invited to participate in a public bidding process, and the Governmental Aggregator has selected Vendor as the winning bidder; and

E. WHEREAS, Vendor is registered with and certified by the ICC pursuant to an Order issued in Docket No. 13-0293 as an Alternate Retail Electric Supplier to sell competitive retail electric service to customers in the State of Illinois utilizing the existing transmission and distribution systems; and

F. WHEREAS, Vendor is certified by the ICC to operate as an Alternate Retail Electric Supplier in the service areas of Commonwealth Edison Company; and

G. WHEREAS, the Village and Vendor desire to establish the rights and obligations of the Parties with respect to the Aggregation Program.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## DEFINITIONS

Whenever used in this Agreement, the following terms shall have the meanings defined below except where the context indicates otherwise:

"Act" shall refer to the Illinois Power Agency Act, 20 ILCS 3855/1-1 *et seq.*

"Affiliate" shall mean any person, firm, corporation (including, without limitation, service corporation and professional corporation), partnership (including, without limitation, general partnership, limited partnership and limited liability partnership), limited liability company, joint venture, business trust, association or other entity that now or in the future directly or indirectly controls, is controlled by, or is under common control with Vendor.

"Aggregation" or "Village Aggregation" shall mean the pooling of residential and small commercial retail electrical loads located within the Village for the purpose of soliciting bids and entering into service agreements to facilitate for those loads the sale and purchase of electricity and related services and equipment all in accordance with Section 1-92 of the Act.

"Aggregation Area" shall have the meaning set forth in Section 1.1.1 of this Agreement.

"Aggregation Consultant" or "Consultant" shall refer to Illinois Energy Aggregation, LLC, an independent consultant with demonstrated expertise in electric supply contracting that is retained by the Village to assist with the implementation of the Program.

"Aggregation Group" shall mean all the residential and small commercial retail customers of ComEd in the corporate limits of the Village that have not opted out of the Program and are permitted under the terms of the Act to participate in the Program.

"Aggregation Member" or "Member" shall mean a person or legal entity enrolled in the Stickney Municipal Aggregation Program for competitive retail electric services and a member of the Aggregation Group.

"Aggregation Program" or "Program" means the program developed and implemented by the Village of Stickney, as a Municipal Aggregator under the Act, to provide ComEd residential and small commercial retail customers in the Village with retail electric generation services.

"Alternative Retail Electric Supplier" or "ARES" shall mean an entity certified by all required authorities of the State of Illinois to provide competitive retail electric supply service(s), and which is duly selected by the Village to be the entity responsible to provide the required retail electrical supply service related to an Aggregation Program as defined in the Act, Village Ordinances and applicable rules and regulations of any authorized agency of the State of Illinois and has duly executed a Power Supply Agreement with the Village. For purposes of this Plan, the definition of Alternative Retail Electric Supplier is more completely set forth in 220 ILCS 5/16-102.

"Ancillary Services" shall mean the necessary services that shall be provided in the generation and delivery of electricity, and shall include, without limitation: coordination and scheduling services (load following, energy imbalance service, control of transmission

congestion); automatic generation control (load frequency control and the economic dispatch of plants); contractual agreements (loss compensation service); and support of system integrity and security (reactive power, or spinning and operating reserves).

"Commonwealth Edison" or "ComEd" shall mean the Commonwealth Edison Utility Company as the entity that has a franchise, license, permit or right to distribute, furnish or sell electricity to retail customers within the Consortium Villages.

"Confidential Information" shall have the meaning set forth in Section 9.2 of this Agreement.

"Default Tariff Service" shall mean the electricity supply services available to eligible retail customers of Commonwealth Edison.

"Early Termination Date" shall have the meaning set forth in Section 5.2.1 of this Agreement.

"Eligible Customer" or "Eligible Retail Customer" shall mean a residential and small commercial retail customer of the Utility as defined in Section 1.1.1 of this Agreement.

"Energy" shall mean generated electricity.

"Fixed Price" shall mean a non-variable and guaranteed Full Commodity Price for a specified period. This price includes all costs associated with delivering electricity to the Delivery Point and ComEd's Utility Consolidated Billing and Purchase of Receivables services.

"Force Majeure Event" is defined in Section 6.2 of this Agreement.

"Full Commodity Price" shall mean the all-inclusive costs associated with delivering electricity to the Delivery Point plus costs associated with ComEd's Utility Consolidated Billing and Purchase of Receivables services. Such costs include, but are not limited to: tariff charges, rates and rate adjustments, transportation costs, capacity charges, ancillary service costs and credits, hedging and risk management fees, losses, and all other surcharges, taxes, custom duties/charges and balancing costs but may not include renewable energy compliance costs, such as RECs, mandated by the State of Illinois and the ICC.

"Full Electricity Requirements" shall mean a sale of electricity supplies and services by the supplier in which the seller pledges to meet all of the each Member's requirements, and the Members pledge to buy all of their electricity requirements from the supplier, for the delivery period identified in the RFP.

"Governmental Aggregator" or "Municipal Aggregator" shall mean the Village operating an Aggregation Program under the legislative authority granted the Village to act as an aggregator to provide a competitive retail electric service to residential and small commercial retail customers of ComEd in the Village. Pursuant to the Act, an Aggregator is not a public utility or an alternative retail electric supplier.

"ICC" shall mean the Illinois Commerce Commission as described in 220 ILCS 5/2-101.

"Insurance" shall mean the policy enclosed in Exhibit D.

"Load" shall mean the total demand for electric energy required to serve the Village residential and small commercial customers in the Aggregation Program.

"Opt-Out" shall mean the process by which a Member who would be included in the Program chooses not to participate in the Program.

"Opt-Out Notice" shall mean the notice delivered to each Member by the Village, identifying the procedures and protocols for the Member to opt out or: and choose not to participate in, the Program

"PIPP" shall mean a Percentage of Income Payment Plan created by the Emergency Assistance Act, 305 ILCS 20-1 8, to provide a bill payment assistance program for low-income residential customers.

"PJM" shall mean PJM Interconnection, L.L.C., a regional transmission organization that coordinates the movement of wholesale electricity in all or parts of 13 states and the District of Columbia, including the Commonwealth Edison service territory.

"Plan" or "Plan of Operation and Governance" shall mean this Aggregation Plan of Operation and Governance adopted by the Village pursuant to the requirements set forth in Section 1-92 of the Act.

"Point of Delivery" shall mean the interconnection between the RTO and the Electric Utility to which Vendor shall deliver the electricity under the Aggregation Program for delivery by the Electric Utility to the Participating Customers.

"Power Supply Agreement" shall mean the contract between the Village and the Alternative Retail Electric Supplier.

"Power Supply Bid" shall mean the procurement process utilized by the Village on behalf of Eligible Retail Customers to solicit prices for services from certified Alternative Retail Electric Suppliers.

"Price to Compare" shall mean the unit price for ComEd electricity supply services which is the sum of the electricity supply charge plus the transmission services charge plus the purchased electricity adjustment for non-electric space heating customers as established by ComEd Rider PE (Purchased Electricity) and Rate BES (Basic Electricity Service) or their successor Rates and Riders.

"REC" shall mean Renewable Energy Credits certified in a manner consistent with the requirements of the Illinois Renewable Portfolio Standard.

"Retail Customer Identification Information" shall mean the retail customer information supplied by Commonwealth Edison to the Supplier in connection with the implementation of the Aggregation Program.

"RTO" shall have the meaning set forth in Section 2.1.1 of this Agreement.

"Regulatory Event" is defined in Section 2.6.1 of this Agreement.

"Retail Electric Supply" shall mean the unbundled sale and delivery of electric generation service to a single entity using electric power or energy at a single premises that is receiving tariffed transmission and distribution services from an electric utility.

"Services" is defined in Section 2.1 of this Agreement.

"Small Commercial Retail Customer" shall mean a retail customer with an annual electricity consumption of less than 15,000 kilowatt-hours; provided, however, that the definition of Small Commercial Retail Customer shall include such other definition or description as may become required by law or tariff.

"Supplier" or "Vendor" shall mean the Alternative Retail Electric Supplier, Eligo Energy IL, LLC, selected by the Village to provide electricity supplies and services to Aggregation Members.

"Tariffed Service" shall have the meaning set forth in Section 2.5 of this Agreement.

"Term" is defined in Section 2.4.1 of this Agreement.

"Terms of Service" is defined in Section 2.1.1.

"Village" or shall mean the Village of Stickney, Illinois, acting by and through its corporate authorities, and authorized Village employees.

"Village Designee" shall mean the person (or persons) authorized to act on behalf of the Village Board.

"Village Event of Default" shall have the meaning set forth in Section 5.1.1 of this Agreement.

"Vendor" or "Supplier" shall mean Eligo Energy IL, LLC.

"Vendor Event of Default" shall have the meaning set forth in Section 5.1.2 of this Agreement.

"Withdrawing Customer" shall have the meaning set forth in Section 3.4 of this Agreement.

## **ARTICLE 1 GENERAL REQUIREMENTS**

### **1.1 Governmental Aggregator Obligations and Authority**

1.1.1 The Governmental Aggregator: (1) shall take all necessary action as required by the Act to develop, adopt and maintain an Aggregation Program for all applicable residential and Small Commercial Retail Customers within its boundaries (the "Aggregation Area") that the



Governmental Aggregator has determined are eligible to participate in the Aggregation Program ("Eligible Customers"); (2) shall request the names and addresses of Eligible Customers from the Electric Utility; (3) shall hold and publish notice of any required public meetings regarding the Aggregation Program; and (4) hereby authorizes Vendor to contract for Retail Electric Supply with those Eligible Customers that do not opt-out of the Aggregation Program, rescind their switch to Vendor as part of their enrollment in the Aggregation Program, otherwise terminate their participation in the Aggregation Program, or have their participation terminated by the Governmental Aggregator, or their Retail Electric Supply terminated by Vendor or the Electric Utility ("Aggregation Program Customer" or "Participating Customer").

1.1.2 The Governmental Aggregator shall, on a commercially reasonable basis and in a timely manner, forward to Vendor all notices from the Electric Utility concerning Participating Customers' accounts served pursuant to this Agreement, including but not limited to verbal or written notices regarding transition costs, changes in the terms and conditions of tariffs, rates or riders, and notices concerning the operation and reliability of the Electric Utility's system.

1.1.3 Governmental Aggregator has the authority to designate, and has designated, Vendor as its full requirements ARES for the Eligible Customers for the Term of this Agreement.

1.1.4 During the Term of this Agreement, the Governmental Aggregator hereby grants Vendor the exclusive rights to provide Retail Electric Supply to the Eligible Customers of the Village Municipal Electric Aggregation Program.

1.1.5 Customer Data and Load Forecast Information. Vendor and Governmental Aggregator shall cooperate to obtain the consent of Participating Customers to obtain all available Eligible Customers' data and historical load and load forecast information, related to the Participating Customer's load and consumption, from any entity in possession of such data, subject to the limitations on disclosure of customer information described in Section 16-122 of the Public Utilities Act and Section 2HH of the Consumer Fraud and Deceptive Business Practices Act and any other applicable laws or regulations. Additional costs for Participating Customers that are interval metered shall be borne by the Participating Customers.

1.1.6 Service Inquiries and Service Notices to Participating Customers. Participating Customers may direct inquiries regarding this Agreement, and Retail Electric Supply provided hereunder, and any electric generation supply or billing questions, to Vendor at the address and phone number provided in Section 10.1, which address and phone number shall be provided in communications with Participating Customers regarding the Aggregation Program. Participating Customers should direct inquiries concerning Electric Utility related emergency, power outage, wire or service maintenance, metering, Electric Utility service billing or other similar Electric Utility related concerns to the Electric Utility.

1.1.7 Point of Sale. Governmental Aggregator and Participating Customers acknowledge and agree that Vendor shall have no responsibility for damage to any property, equipment or devices connected to the Participating Customers' electrical system. Notwithstanding the foregoing, Vendor shall act in such a manner so as to minimize the risk of damage to any Participating Customer's property.

## **ARTICLE 2 VENDOR OBLIGATIONS**

### **2.1    Vendor Obligations.**

2.1.1 Vendor shall supply all of the following services in support of the Program (collectively, the "Services"): Commencing on the Effective Date and during the Term, subject to the terms of this Agreement and the Terms of Service applicable to the Participating Customers (as set forth in Attachment B hereto) (the "Terms of Service"), Vendor shall provide Retail Electric Supply (subject to the terms of the appropriate transmission and/or distribution tariffs of the Electric Utility) sufficient to serve the total electric generation needs of the Participating Customers. Vendor shall arrange for the delivery of Retail Electric Supply in accordance with the requirements of the Participating Customers' respective Electric Utility and Independent System Operator ("ISO") or Regional Transmission Organization ("RTO") according to the rules, regulations, and tariffs governing Retail Electric Supply from an alternative supplier to the Point of Delivery, recognizing that the Electric Utility provides utility distribution service from the Point of Delivery to the Point of Sale. To the extent that any services or requirements are provided by the Electric Utility, Vendor shall not be responsible for the provision of such services. Notwithstanding the foregoing, Vendor is not responsible for the performance or failure to perform of the provider of such transmission, distribution, or ancillary services, or the consequences of such performance or failure to perform. Notwithstanding the foregoing, Vendor shall coordinate and operate with electric utilities in such a manner so as to not jeopardize the transmission, distribution or ancillary services.

2.1.2 Vendor shall provide Retail Electric supply at the costs set forth herein for a period of no shorter than thirty (30) months and, based on the aggregate usage data made available to the Vendor by the Government Aggregator and the Village, warrants and represents that for the Village's average Customer, these rates are lower than the rates offered at this time by ComEd.

2.1.3 Vendor shall be responsible for all acts necessary for Vendor to perform its obligations hereunder, including but not limited to the scheduling of delivery of Retail Electric Supply hereunder.

2.1.4 Vendor shall provide Aggregation Program Customers with the environmental disclosure data and other data it is required to provide, if any, to comply with applicable law and the rules of the ICC or other applicable authority.

2.1.5 Vendor may provide periodic refresh mailings during the Term of this Agreement. All Eligible Customers who have previously exercised their right to opt-out, rescind or have previously been removed from the Aggregation Program shall be omitted from all subsequent refresh mailing lists during the Term. All Eligible Customers enrolled pursuant to a refresh mailing or opted-in pursuant to this Agreement shall receive Retail Electric Supply at the prices set forth in Attachment A.

2.2    Subcontracting. Vendor may subcontract the performance of its obligations under this Agreement upon receiving prior written approval from the Village. However, no subcontract shall relieve Vendor of any of its obligations and/or liabilities under this Agreement. Vendor shall be

responsible for all payments and obligations as between Vendor and subcontractors, and Governmental Aggregator shall not be responsible for payments to any such subcontractor. Notwithstanding the foregoing, any subcontractor must perform the services described herein and no subcontract shall be utilized by Vendor unless and until the Village has approved of the subcontractor in writing.

2.3 Compliance with Plan of Operation and Governance. Vendor shall comply with all the terms and conditions of the Act and shall comply with the Plan of Operation and Governance adopted by Village, a copy of which Plan is marked as Attachment C and made a part hereof as if fully set forth by this reference. In the event of a conflict between this Agreement and the Plan, this Agreement shall control.

#### 2.4 Term and Termination

2.4.1 Term of Agreement and Termination. The term of this Agreement shall be for 30 months, commencing with the first meter reading in April 2016 (the "Term"), and may be renewed by mutual agreement for additional 1-3 year terms as agreed upon by the Parties. After the first 18 months of the Term, Vendor, in its discretion, shall make a proposal to the Governmental Aggregator to extend and restructure the existing Agreement. If the Parties cannot agree upon a restructured extension, then no more than three (3) months prior to the end of the Term, Vendor shall initiate negotiations on pricing for any additional term with the Governmental Aggregator if it intends to continue service under this Agreement. This Agreement may be terminated prior to the expiration of the Term in compliance with this Agreement's provisions, if: (1) a Party exercises its right under Article 5 to terminate this Agreement; or (2) a Regulatory Event occurs and the Parties are unable to mutually negotiate modification(s) to this Agreement so that the adversely-affected Party may be restored to a reasonably similar economic position that the adversely-affected Party would have been in but for the occurrence of the Regulatory Event. Vendor shall have the obligation to provide electricity for the full period of the Term regardless of the start date in which the power begins to flow.

2.4.2 Term of Enrollment. Vendor warrants that it will enroll the customers within 30 days of the Government Aggregator providing lists of Eligible Customers' account information to Vendor. As provided for in the Terms of Service, Participating Customers shall remain enrolled in the Aggregation Program until the Participating Customer exercises the right to opt-out, or they otherwise terminate their participation in the Aggregation Program, their Retail Electric Supply is terminated by Vendor or the Electric Utility, or their electric service is terminated by the Electric Utility, whichever occurs first. In any case, the supply shall occur for the Term as contracted.

2.5 Interaction Between Termination Dates of this Agreement and Contracts with the Participating Customer. Participating Customers initially enrolled in the Aggregation Program shall receive Retail Electric Supply at the rate(s) set forth in this Agreement. If this Agreement is terminated prior to the end of the Term due to a Regulatory Event, then Retail Electric Supply will terminate early and the Participating Customers will be switched to the applicable tariffed services provided by the Electric Utility as required by 220 ILCS 5/16-103 and defined by its rates on file with the ICC pursuant to 220 ILCS 5/Art. IX. ("Tariffed Service") in accordance with the standard switching rules and applicable notices. If this Agreement is terminated pursuant to the terms of Article 5, the Retail Electric Supply will terminate early, the Participating Customers may choose

to continue on a month-to-month variable rate, choose another ARES Provider, or will be switched to Tariffed Service in accordance with the standard switching rules and applicable notices. If this Agreement is terminated prior to the end of the Term pursuant to Article 5 and a Participating Customer has not selected another supplier, such Participating Customer may continue on a month-to-month variable rate or be switched to Tariffed Service from its Electric Utility.

## 2.6 Regulatory Contingencies.

2.6.1 Regulatory Events. The following as well as the events described in Section 2.6.3 will constitute a "Regulatory Event" governing the rights and obligations of the Parties under this Agreement:

(i) Illegality. If, due to the issuance of an order, or adoption of, or change in, any applicable law, rule, or regulation, or in the interpretation of any applicable law, rule, or regulation, by any judicial, regulatory, administrative or government authority with competent jurisdiction, it becomes unlawful for a Party to perform any obligation under this Agreement.

(ii) Material Adverse Government Action. If (A) any regulatory agency or court having competent jurisdiction over this Agreement requires a change to the terms of this Agreement that materially adversely affects a Party, or (B) any regulatory or court action adversely and materially impacts a Party's ability to perform or otherwise provide services pursuant to this Agreement.

2.6.2 Notice, Negotiation, and Early Termination. If the ICC shall take Regulatory action against Vendor, causing a Regulatory Event, Vendor shall give notice to the other Party that such event has occurred. The Parties will mutually attempt to negotiate modification(s) to this Agreement so that the adversely-affected Party may be restored to a reasonably similar economic position that the adversely-affected Party would have been in but for the occurrence of the Regulatory Event. If the Parties are unable, within thirty (30) days of entering into negotiations, to agree upon modification(s) to this Agreement, the adversely affected Party shall have the right, upon thirty (30) days notice, to terminate this Agreement without liability and close out its obligations hereunder.

2.6.3 Regulatory Events Defined. Regulatory changes or rulings, legislative and agency acts, and judicial rulings covered by preceding Section 2.6.1, include but are not limited to: (i) material changes (including by PJM) affecting Vendor's ICC Certification applicable to this Agreement/franchise status, fees, costs, or requirements; (ii) other material changes or clarifications of federal, state or local government certification, licensing or franchise requirements for Alternative Retail Electric Suppliers in Illinois.

2.7 Termination Obligations. Termination of this Agreement shall not relieve either Party of the obligation(s) to pay amounts owed for actual performance of obligations rendered prior to the termination of this Agreement. No consequential damages or lost profits shall be paid as damages under this Agreement.

2.8 Termination Notices. In the event of termination hereunder, the terminating Party shall exercise its commercially reasonable efforts to communicate to the non-terminating Party the

upcoming possibility of termination. In the event that this Agreement is terminated prior to the end of the Term, each individual Participating Customer of the Aggregation Program will be provided written notification from the terminating Party of the termination of this Agreement at least thirty (30) days prior to termination, and in compliance with other regulatory or legal requirements, and Participating Customers will also be notified of their right to return to the Electric Utility or to select an Alternate Retail Electric Supplier. All other notification(s) shall be in accordance with ICC requirements.

### **ARTICLE 3**

#### **ENERGY SCHEDULING, TRANSMISSION, PRICING AND DELIVERY**

3.1 Scheduling, Transmission and Delivery of Power. During the Term, Vendor shall schedule Energy as required by the RTO or other transmission provider and the Electric Utility, and shall arrange for transmission and distribution service to the Participating Customers. Vendor will arrange for necessary electric distribution and transmission rights for delivery of such Energy to provide the Retail Electric Supply hereunder and subject to the understanding that Vendor has an obligation to make deliveries to Participating Customer as set forth in Section 2.1 except pursuant to Section 2.6 or Article 6 of this Agreement. Vendor does not take responsibility for any delivery of services supplied by the Electric Utility or RTO, or for the consequences of the failure to provide such services. Vendor shall not be responsible to Participating Customer in the event the Electric Utility or RTO disconnects, suspends, curtails or reduces service to Participating Customer (notwithstanding whether such disconnection is directed by the ISO) in order to facilitate construction, installation, maintenance, repair, replacement or inspection of any of the Electric Utility's facilities, or to maintain the safety and reliability of the Electric Utility's electrical system, or due to emergencies, forced outages, potential overloading of the Electric Utility's transmission and/or distribution circuits, or a Force Majeure Event or for any other reason permitted by the Electric Utility's tariff or any other acts or omissions of the Electric Utility.

#### 3.2 Pricing

3.2.1 During the Delivery Period, Vendor shall provide Retail Electric Supply to all Participating Customers at the Full Commodity Price with pricing set forth on Attachment A, Initial Term Pricing. The Vendor shall receive the price in full payment for all Services. The Village acknowledges that the price does not include sales or other consumer-based taxes applicable to Participating Customers or other taxes that are not applicable to the Vendor.

3.3 Failure of Delivery. In the event that Vendor fails to schedule all or part of the Retail Electric Supply as set forth herein and Vendor's failure is not due to a Force Majeure Event, and a Participating Customer is required to obtain and pays for Tariffed Service or other Energy supply arrangement necessary to cure such Energy deficiency, Vendor shall reimburse Participating Customer, no later than (10) days after receipt of invoice or the date payment would otherwise be due to Vendor, an amount determined by multiplying (a) the aggregate deficiency in the Retail Electric Supply by (b) the Replacement Price. IN THE EVENT OF VENDOR'S FAILURE TO PERFORM DUE TO A NON-FORCE MAJEURE EVENT, VENDOR'S OBLIGATION TO PAY SUCH AMOUNT DURING THE PERIODS OF NON-DELIVERY SHALL BE THE GOVERNMENTAL AGGREGATOR'S AND THE PARTICIPATING CUSTOMERS' SOLE



REMEDY FOR VENDOR'S FAILURE TO DELIVER ENERGY PURSUANT TO THE TERMS OF THIS AGREEMENT.

3.4 Participating Customer Early Termination. As set forth in Attachment A, the Aggregation Program includes a fixed price per Participating Customer for the Term of the Aggregation Program. As set forth in the Terms of Service, in the event that a Participating Customer terminates (a "Withdrawing Customer") its participation in the Aggregation Program while a fixed price is in effect, Vendor may not charge the Withdrawing Customer an early termination fee, except Vendor may, at any time, contact each Withdrawing Customer for purposes of maintaining such Withdrawing Customer as a Vendor customer.

**ARTICLE 4  
BILLING AND PAYMENTS**

4.1 Payment of Switching Fees. The Vendor shall not be responsible to pay any switching fees imposed on Participating Customers who switch service from another Alternative Retail Electric Supplier.

4.2 Billing. The Electric Utility shall provide consolidated billing and Purchase of Receivables services pursuant to the Electric Utility's tariff provisions and ICC rules applicable to Participating Customers. The Governmental Aggregator acknowledges and agrees that the Electric Utility will bill Participating Customers for Retail Electric Supply and all applicable charges as part of its billing for the distribution of such supply, and that Vendor shall not be responsible for billing Participating Customers. Vendor retains the right to assess late payment fees on, or deem such non-payment a default of Participating Customer, if a Participating Customer fails to pay amounts due within the specified time period for said payments. Vendor may not convert Participating Customer from consolidated billing to dual billing, or from dual billing to consolidated billing, without the prior written consent of the Governmental Aggregator, which consent shall not be unreasonably withheld, conditioned or delayed.

**ARTICLE 5  
DEFAULT AND REMEDIES**

5.1 Event of Default.

5.1.1 A "Village Event of Default" shall mean the occurrence of any of the following and the passage of any cure period set forth therein:

(i) Any representation or warranty made by Village in Article 8 hereunder is false or misleading in any material respect when made or when deemed made; and

(ii) The non-excused failure to perform any material covenant or obligation set forth in this Agreement (other than that set forth in (i) above) and such failure is not remedied within thirty (30) days after written notice thereof unless the cure requires longer than the thirty (30) days to effect and Village is diligently working towards such cure.

5.1.2 A "Vendor Event of Default" shall mean the occurrence of any of the following and the passage of any cure period set forth therein:



(i) the failure to make, when due, any undisputed payment required pursuant to this Agreement if such failure is not fully remedied within ten (10) business days after written notice;

(ii) any representation or warranty made by Vendor in Article 8 hereunder or elsewhere in the Agreement is false or misleading in any material respect when made or when deemed made; and

(iii) the non-excused failure to perform any material covenant or obligation set forth in this Agreement (other than that set forth in (i) above) if such failure is not remedied within thirty (30) days after written notice thereof, unless the cure period reasonably requires more than thirty (30) days to effect and Vendor is diligently working towards such cure.

## 5.2 Rights and Remedies.

5.2.1 Rights and Remedies for a Village Event of Default. Subject to other provisions of this Agreement, if Village is the defaulting Party hereunder, so long as such Village Event of Default shall have occurred and be continuing, Vendor shall have the right to (i) designate a date ("Early Termination Date"), no earlier than the day such notice is effective and no later than sixty (60) days after such notice is effective, on which this Agreement shall terminate and to terminate this Agreement on the Early Termination Date, (ii) suspend performance under this Agreement, or (iii) have all other rights and remedies available at law and in equity. In addition to the foregoing remedies, Vendor shall have the right to seek the remedies of specific performance of Village's and Participating Customers' obligations hereunder and/or injunctive relief to continue to provide Retail Electric Supply hereunder.

5.2.2 Rights and Remedies for a Vendor Event of Default. Subject to other provisions of this Agreement, if Vendor is the defaulting Party hereunder, so long as such Vendor Event of Default shall have occurred and be continuing, Village shall have the right to (i) designate an Early Termination Date, no earlier than the day such notice is effective and no later than 20 days after such notice is effective, and to terminate this Agreement on the Early Termination Date, (ii) suspend performance under this Agreement, and/or (iii) have all rights available at law and in equity. In addition to the foregoing remedies, Village shall have the right to seek the remedies of specific performance and/or injunctive relief.

Notwithstanding any other provision of this Agreement, the remedies set forth in Section 3.3 shall be the sole and exclusive remedies for any failure of Vendor to deliver Retail Electric Supply. As long as Vendor is supplying Retail Electric Supply to the Participating Customers at the price and upon the terms and conditions of this Agreement, Village shall not have the right to terminate this Agreement, suspend performance or pursue other remedies, and Vendor shall have no liability to Participating Customers for damages.

5.2.3 Duty to Mitigate. Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize damages it may incur as a result of the other Party's failure to perform pursuant to this Agreement.

## **ARTICLE 6**

### **FORCE MAJEURE**

6.1 Excused Failure to Comply. Neither Party shall be considered to be in default in the performance of its obligations under this Agreement, if its failure to perform results directly and specifically from a Force Majeure Event related to the operation of this Agreement. If despite its commercially reasonable efforts, either Party is unable, wholly or in part, to meet its obligations under this Agreement due to a Force Majeure Event, the obligations of each Party, other than the obligation to make payments due for performance rendered hereunder, so far as they are affected by such Force Majeure Event, shall be suspended during such period of the Force Majeure Event. The Party claiming excuse due to a Force Majeure Event shall exercise best efforts and due diligence to remove the inability to perform as soon as reasonably possible so that the affected period shall be no longer than that necessarily affected by the Force Majeure Event and shall exercise best efforts and due diligence to mitigate the effects of the Force Majeure Event. Nothing contained in this Section 6.1 shall be construed as requiring a Party to settle any strike or labor dispute in which it may be involved. The occurrence of Force Majeure Events shall automatically extend the Term and any relevant Cure Period on a day to day basis equal to but not exceeding the length of the Force Majeure Event.

6.2 Force Majeure Event. For purposes of this Agreement, a "Force Majeure Event" shall mean any non-economic cause beyond the reasonable control of the Party affected and shall include, but not be limited to, Acts of God, winds, floods, earthquakes, storms, droughts, fires, pestilence, rapture, destructive lightning, hurricanes, washouts, landslides, tornadoes and other natural catastrophes; strikes, lockouts, labor or material shortage, or other industrial disturbances; acts of the public enemies, epidemics, riots, civil disturbances or disobedience, sabotage, wars or blockades; alien (i.e., extraterrestrial) invasion; the failure of facilities, governmental actions such as necessity to comply with any court order, law, statute, ordinance or regulation promulgated by a governmental authority, a change in law or court order; provided, however, that any such discretionary acts, failure to act or orders of any kind by Governmental Aggregator may not be asserted as a Force Majeure Event by Governmental Aggregator; or any other reasonably unplanned or non-scheduled occurrence, condition, situation or threat not covered above and not caused by a Party's action or inaction, which renders either Party unable to perform its obligations hereunder, provided such event is beyond the reasonable control of the Party claiming such inability. A change in economic electric power market conditions shall not constitute a Force Majeure Event. Failure or interruptions, including without limitation, government ordered interruptions, on the systems of generation, transmission or distribution relied upon for supplying Energy under this Agreement shall constitute a Force Majeure Event provided that Vendor has arranged for service on these systems at a level of firmness as required to provide the Retail Electric Supply agreed upon herein.

6.3 Notification. If either Party is unable to perform any of its obligations under this Agreement due to a Force Majeure Event, then said Party shall notify the other Party in writing as soon as possible, but no later than seventy-two (72) hours after the start of the Force Majeure Event. Notwithstanding the foregoing, in the event of an anticipated Force Majeure Event, notice must be provided as soon as possible. The written notice shall include a specific description of the cause and expected duration of the Force Majeure Event.

## **ARTICLE 7 LIMITATION OF LIABILITY**

7.1 LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER, TO A PARTICIPATING CUSTOMER OR TO A THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH CLAIMS ARE BASED UPON A STATUTE, BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OF ANY DEGREE), STRICT LIABILITY, CONTRACT, OPERATION OF LAW OR OTHERWISE.

THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN SECTION 3 AND ARTICLE 5 OF THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH SECTION 3.3 OR ARTICLE 5 PROVIDES THE EXPRESS REMEDY OR MEASURE OF DAMAGES, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISIONS AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. FOR ALL OTHER PROVISIONS OF THIS AGREEMENT FOR WHICH NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

7.2 DISCLAIMER. VENDOR DOES NOT WARRANT OR GUARANTEE THE UNINTERRUPTED DELIVERY OF RETAIL ELECTRIC SUPPLY TO AGGREGATION PROGRAM CUSTOMERS DURING FORCE MAJEURE EVENTS. VENDOR WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR THE OPERATIONS OF THE ELECTRIC UTILITY, INCLUDING BUT NOT LIMITED TO, THE INTERRUPTION, TERMINATION, FAILURE TO DELIVER, OR DETERIORATION OF ELECTRIC UTILITY'S TRANSMISSION OR DISTRIBUTION SERVICE. EXCEPT AS MAY BE SPECIFICALLY PROVIDED HEREIN, NO IMPLIED WARRANTIES OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO THIS AGREEMENT.

7.3 THE VILLAGE SHALL NOT BE LIABLE FOR OR CHARGED ANY ADDITIONAL COSTS OR FEES FOR DISCHARGING ITS OBLIGATIONS UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, THE OBLIGATION TO PROVIDE INFORMATION OR COOPERATE).

7.4 VENDOR SHALL FULLY REIMBURSE ALL PARTICIPATING CUSTOMERS FOR ALL REPLACEMENT EXPENSES NO LATER THAN TEN (10) DAYS AFTER RECEIPT OF INVOICE FOR ALL EXPENSES INCURRED.

## **ARTICLE 8 REPRESENTATIONS AND WARRANTIES**

### **8.1 Representations and Warranties by Vendor.**

8.1.1 Vendor hereby represents and warrants to Village as of the Effective Date as follows:

(i) Vendor is a limited liability company, duly formed, validly existing and in good standing under the laws of the State of Illinois and certified as an Alternative Retail Electric Supply in the State of Illinois pursuant to ICC Docket No. 13-0293;

(ii) Vendor has all authorizations from any governmental authority necessary for it to legally perform its obligations under this Agreement or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;

(iii) Vendor only retains and shall only retain experience and financially qualified subcontractors that are not governmentally disbarred or otherwise prohibited from performing work for public entities;

(iv) The execution and delivery of, and performance under, this Agreement are within Vendor's powers, have been duly authorized by all necessary action and do not violate, conflict with or breach any of the terms or conditions in its governing documents or any contract to which it is a party or any governmental rule applicable to it;

(v) This Agreement has been duly executed and delivered by Vendor, and this Agreement (assuming due authorization, execution and delivery of all Parties) constitutes legal, valid and binding obligations of Vendor enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization and other laws affecting creditor's rights generally and general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law; and

(vi) No Bankruptcy is pending against it or to its knowledge threatened against it.

(vii) None of the documents or other written information furnished by or on behalf of Vendor to the Village contains any untrue statement of a material fact or omits to state any material fact or is misleading;

(viii) Vendor is not in default with any order, writ, injunction or decree of any court or federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which would prevent Vendor from complying with the terms and conditions of this Agreement;

(ix) That there are no actions, proceedings or investigations, either threatened or anticipated, pending or threatening Vendor before any court or before any governmental department, commission, board, agency or instrumentality, nor does Vendor know or have reasonable ground to know of any basis for any such action, proceeding or investigation against Vendor which would prevent Vendor from complying with the terms and conditions of this Agreement;

(x) There are no reasonably anticipated Regulatory Events.

## 8.2 Representations and Warranties by Village.

8.2.1 Village hereby represents and warrants to Vendor as of the Effective Date as follows:

(i) Village has complied with all of the requirements under the Act for Village to provide for the aggregation of electrical loads for residential and Small Commercial Retail Customers within the corporate limits of Village as an opt-out program;

(ii) Village has all authorizations from any governmental authority necessary for it to legally perform its obligations under this Agreement;

(iii) The execution and delivery of, and performance under, this Agreement are within Village's powers, have been duly authorized by all necessary action and do not violate, conflict with or breach any of the terms or conditions in its governing documents or any contract to which it is a party or any governmental rule applicable to it; and

(iv) This Agreement has been duly executed and delivered by Village, and this Agreement (assuming due authorization, execution and delivery of all Parties) constitutes legal, valid and binding obligations of Village, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization and similar laws affecting creditors' rights and remedies generally, to general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.

## **ARTICLE 9 CONFIDENTIAL INFORMATION**

9.1 Confidential Information. Any Confidential Information made available pursuant to this Agreement and conspicuously marked or stamped as "Confidential" shall be held in confidence by each of the Parties to protect the legitimate business needs and/or privacy interests of the Parties. With respect to multi-page documents that contain Confidential Information, the Parties may make such a designation by marking or stamping only the first page thereof. The Parties shall identify



any matter deemed to be Confidential Information at the time the information is provided. Any information not designated as Confidential Information shall not be covered by the protection contemplated herein, provided, however, that the inadvertent provision of information without a confidential designation shall not itself be deemed a waiver of the Party's claim of confidentiality as to such information, and the Party may thereafter designate the same as confidential, if the information is deemed confidential as set forth herein.

9.2 Confidential Information Defined. "Confidential Information" means any and all data and information of whatever kind or nature (whether written, electronic or oral) which is disclosed by one Party (the "Disclosing Party") to the other Party (the "Recipient") regarding itself, its business, the business of its Affiliates, and/or the Aggregation Program. Confidential Information does not include information that: (a) is in the public domain at the time of disclosure; (b) passes into the public domain after disclosure, except by a wrongful act of the Recipient; (c) is disclosed to the Recipient by another not under an obligation of confidentiality; or (d) is already in the Recipient's possession prior to disclosure by the Disclosing Party.

9.3 Obligation of Confidentiality. Each Party agrees, for itself and its authorized representatives, to keep confidential all Confidential Information provided hereunder and to use the Confidential Information solely for purposes in connection with this Agreement, except to the extent that the Recipient determines that release of Confidential Information is required by law or regulation. The Recipient shall make commercially reasonable efforts to notify the Disclosing Party if it intends to release any Confidential Information to afford the Disclosing Party an opportunity to seek a protective order prior to disclosure. The obligations for Confidentiality set forth in this Agreement, including but not limited to the non-disclosure obligations and the duty to return Confidential Information upon written request, shall survive the termination of this Agreement for a period of one (1) year thereafter. Nothing in this Section 9.3 shall limit, hinder, or restrict Village from complying with the State Records Act, 5 ILCS 160/1 *et seq.*, the Freedom of Information Act, 5 ILCS 140/1 *et seq.*, any and all subpoenas, orders, directives or similarly valid requests for documents or information issued by any court of law, governmental entity or administrative entity nor shall Village be found to have violated this provision, or any other provisions of this Agreement, for having fulfilled a valid Public Records Request, Freedom of Information Request or any subpoenas, orders, directives or similarly valid requests for documents or information issued by any court of law, governmental entity or administrative entity.

## **ARTICLE 10 MISCELLANEOUS**

10.1 Notices. Any notices, requests or demands regarding the services provided under this Agreement and the Attachments shall be deemed to be properly given or made (i) if by hand delivery, on the day and at the time on which delivered to the intended recipient at its address set forth in this Agreement; (ii) if sent by U.S. Postal Service mail certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address shown below; or (iii) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express service, addressed to the intended recipient at its address set forth in this Agreement. The address of a Party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party.



Eligo Energy IL, LLC

For Notices or Inquiries Regarding this Agreement:

Alexander Rozenblat  
General Counsel  
Eligo Energy IL, LLC

201 W. Lake St., Ste 151,  
Chicago, IL 60647

Phone: 312-600-3763

Email: [arozenblat@eligoenergy.com](mailto:arozenblat@eligoenergy.com)

Village

For Notices or Inquiries Regarding this Agreement:

Clerk Audrey McAdams  
Village Clerk  
Village of Stickney

6533 Pershing Road  
Stickney, IL 60402

Phone: 708-749-4400

Email:

10.2 Entire Agreement. This Agreement, including all Attachments hereto, contains all of the terms and conditions of this Agreement reached by the Parties, and supersedes all prior oral or written agreements with respect to this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by all Parties hereto.

10.3 Waivers. Any request for a waiver of the requirements and provisions of this Agreement shall be in writing and must be approved in writing by the non-waiving Party. The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights.

10.4 Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, without regard for the conflicts of law provisions thereof. Jurisdiction and the venue for any cause of action between the Parties relating to the terms of this Agreement shall be solely and exclusively filed in the circuit court of Cook County, Illinois.

10.5 Controlling Provisions. In the event of any inconsistency between the terms herein and the terms of the Attachments hereto, the provisions of this Agreement shall control. Vendor shall be entitled to use its Terms of Service as its terms of service for any Participating Customer.

10.6 Severability. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

10.7 Non-Assignability. This Agreement shall not be transferred or assigned by either Party without the express written authorization of the non-assigning Party, which authorization shall not be unreasonably withheld, conditioned or delayed; provided, however, that such authorization may be withheld upon a reasonable determination that the proposed assignee does not have at least the

same financial and technical abilities. Notwithstanding the foregoing, Vendor may, without the consent of Village, (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangement; (b) transfer or assign this Agreement to an Affiliate of Vendor; or (c) transfer or assign this Agreement to any person or entity succeeding to all or a substantial portion of the assets of Vendor. Upon an assignment pursuant to (b) or (c), Village agrees that Vendor shall have no further obligations regarding future performance hereunder. Either Party's assignee shall agree in writing to be bound by the terms and conditions of this Agreement, including the Attachments. Subject to the foregoing, this Agreement and its Attachments shall be binding upon and inure to the benefit of any permitted successors and assigns, to the extent permitted by law.

10.8 Forward Contract. The Parties acknowledge and agree that (a) this Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code, and (b) Vendor is a forward contract merchant.

10.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one instrument.

*[Signature page follows]*

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the date first written above.

**ELIGO ENERGY IL, LLC**

**Village of Stickney, Illinois**

Signed: Alexander Rozenblat

Signed: \_\_\_\_\_

Name: Alexander Rozenblat

Name: \_\_\_\_\_

Title: General Counsel

Title: \_\_\_\_\_

Date: 8/26/2015

Date: \_\_\_\_\_

## **Attachment A to Master Agreement**

### **Term:**

Initial Term: As defined in Section 2.4.1 of this Agreement.

Renewal Terms\*: Renewed by Mutual Agreement

**Initial Term Pricing:** \$0.0620 per kWh (“kWh Rate”) and \$4.95 monthly fee (“Monthly Fee”) (together, “Initial Term Pricing” or “Price”).

### **Fees:**

1. **Administrative Fee.** Vendor and Governmental Aggregator agree that the prices offered during the Term of this Agreement include an administrative fee of \$0.001 per kilowatt-hour on all electricity consumed and paid for by Participating Customers in the Aggregation Program. The disbursement of funds that accumulate this fee shall be to Illinois Energy Aggregation LLC monthly. Such fees paid to shall be paid on a monthly basis within 15 days of receipt by Vendor.
2. **Termination.** Participating Customers may terminate service from Vendor at any time after the Rescission Period without penalty for an early termination fee. Vendor may contact Participating Customer to inform them of prices for electricity supply rates.
3. **Enrollment Fee.** For any new Participating Customer that joins the Program after the activation of service by Vendor for the Village, Vendor may charge an enrollment fee only to establish service at a property for which Vendor had not previously provided service in the preceding 30 days which fee shall not exceed \$0.
4. **Switching Fee.** Participating Customers changing residency within the Village shall not be assessed early termination or enrollment fees during the Initial Term if they continue to be enrolled as a Vendor Participating Customer. Vendor shall continue service at the same rate and under the same terms and conditions for any Participating Customer who relocates within the Village prior to the expiration of the Initial Term, provided that the Participating Customer notifies Vendor of his or her desire to do so in the manner required by the Terms of Service set forth in Attachment B. Moving within the municipality may cause the Participating Customer to be served for a brief period of time by ComEd. Vendor shall have the right to bill the Participating Customer for any associated switching fee imposed by ComEd.

### **Administrative Services performed by Vendor:**

- Design, print and mail the opt-out letter to all eligible participants.
- Administer the opt-out process including database preparation, handling of opt-out form information, and final enrollment list compilation.
- Provide a call center to handle information calls.
- Provide a Village-specific website with relevant information for the Municipal Aggregation.
- Maintain a database that will include the name, address, Commonwealth Edison account number, and Retail Electric Suppliers’ account number of each active Member, and other pertinent information such as rate code, rider code (if applicable), most recent 12 months of

## **Attachment A to Master Agreement**

usage and demand, and meter reading cycle. The database will be updated at least quarterly. Accordingly, the Provider will develop and implement a program to accommodate Members who (i) leave the Aggregation Group due to relocation, opting out, etc. (ii) decide to join the Aggregation Group; (iii) relocate anywhere within the corporate limits of the Village, or (iv) move into the Village and elect to join the Aggregation Group. This database shall also be capable of removing a Member from the Aggregation Group who has duly opted out of the Program. The Vendor will use this database to perform audits for clerical and mathematical accuracy of Member electric supply bills. The Vendor will make the database available to the Village at any time the Village requests it.

- **Member Education:** The Vendor shall develop and implement, with the assistance of the Village, as the Village may determine in its sole discretion, an educational program that generally explains the Aggregation Program to all residential and small commercial retail customers in the Village and the Aggregation Group, provides updates and disclosures mandated by Illinois law and applicable rules and regulations, and implements a process to allow any Member the opportunity to opt out of the Aggregation Program according to the terms of the Power Supply Agreement.

## Attachment B to Master Agreement

Eligo Energy IL, LLC - Terms of Service - Municipal Aggregation Customers

### Village of Stickney Electric Aggregation Program

The Village of Stickney, pursuant to the municipal aggregation authority, which passed by a majority of the vote, selected Eligo Energy IL, LLC ("Vendor" or "Supplier") to supply the aggregation and to administer enrollments as described below. You, the account holder (also referred to as "Customer") for the utility account ("Account") applicable to the service address referenced on the letter accompanying this Opt Out Notice (the "Account"), and Vendor agree to the following terms and conditions. Vendor and Customer (individually referred to as "Party" and collectively as "Parties") agree to the following Terms of Service ("Agreement"), as of first meter read date in April 2016 (the "Effective Date"). This Agreement authorizes Vendor to change Customer's electric supplier in the territory of Commonwealth Edison (the "Utility").

**1. Price and Service:** For the Initial Term, Customer shall pay \$0.0620 per kwh ("Kwh Rate"), multiplied by the billing cycle usage for the Utility account numbers ("Accounts") plus an additional monthly fee of \$4.95 per month ("Monthly Fee") ("Kwh Rate" and "Monthly Fee" collectively referred to as "Price"). Including the fixed Monthly Fee portion of the Price, an estimated price per kWh for the power and energy service under this Agreement using sample monthly usage levels of 500, 1000 and 1,500 kWh is \$0.0719, \$0.0695 and \$0.0653 per kWh, respectively. Both Parties recognize that components of Vendor's charges include electric tariff charges that are authorized by the Illinois Commerce Commission, Independent System Operator, other state or governmental agencies having jurisdiction, and/or the Federal Energy Regulatory Commission. Any new tariff charges that become effective after the Utility completes Customer's enrollment and Vendor's services commence (the commencement of the "Delivery Period") may be directly passed through to Customer by a corresponding increase in the Price. Vendor shall not impose any fees or charges on Customer other than the Price set forth above. While Vendor does not charge Customer a separate fee to switch to Vendor's service, if Customer is currently receiving electricity pursuant to an agreement with another alternative retail electric supplier, that supplier may charge Customer for switching electricity providers. Customer may compare the fixed price terms herein to market conditions by looking at the rates posted on Vendor's website and on Customer's monthly bill. In addition, Customer shall pay and be responsible for all other amounts related to the purchase and delivery of electricity, including applicable taxes and charges. If Customer is interval metered, Customer shall also be responsible for additional costs resulting therefrom. Please see Vendor's website [www.eligoenergy.com](http://www.eligoenergy.com) for current market conditions and updates.

**2. Enrollment:** (a) Opt-Out Enrollment (Automatic Enrollments due to non-action by \_\_\_\_\_ DATE). Enrollment is automatic if (i) the account(s) to be served is/are eligible and (ii) Customer does not opt-out of Village's electric aggregation program. IF YOU DO NOT WISH TO PARTICIPATE IN THE AGGREGATION PROGRAM, YOU MUST OPT-OUT BY \_\_\_\_\_ DATE. YOU CAN OPT-OUT BY RETURNING THE POSTCARD. (b) Opt-In Enrollment (Affirmative Enrollments). Enrollment for the remainder of the current program is open to those who opt-out or are otherwise not automatically enrolled if (i) the account(s) to be served is/are eligible and (ii) Customer chooses to opt-in to the program. You can Opt-In by (1)



## Attachment B to Master Agreement

calling Vendor toll free at 1-888-744-8125 or (2) contacting Vendor online at [www.eligoenergy.com/StickneyVillage](http://www.eligoenergy.com/StickneyVillage).

3. **Eligibility:** Customer and the Accounts to be served (i) must be located within the jurisdictional boundaries of the Village, (ii) must be served by the Utility on one of the following rate classes: BES, BESH, and RDS (which in general terms apply to residential non-electric space heat service and small commercial customers), (iii) may not be under agreement with another Alternative Retail Electric Supplier, and (iv) must be in good credit standing with the Utility.

4. **Term:** This Agreement shall become binding on the Effective Date, however, this Agreement is contingent upon: (a) successful enrollment by the Utility and (b) the passage of the Rescission Period without effective cancellation by Customer. Successful enrollment by the Utility is dependent upon (i) the eligibility of Customer's Utility accounts, as determined by the Utility, to take service from an alternative retail electric supplier and to participate in the Utility's purchase of receivables program, and (ii) the accuracy and completeness of the information submitted for enrollment. Service will commence on the later of (a) the meter read in April of 2016 or (b) the first meter read date following successful enrollment by the Utility. Service shall remain in effect for 30 months / billing cycles ("Initial Term"), unless terminated pursuant to the terms of this Agreement or pursuant to an early termination by Vendor or Village. This Agreement will start when Vendor provides confirmation to Customer's local distribution company and the local distribution company initiates the change.

5. **Rescission Period:** Customer may cancel enrollment by contacting the Supplier at 312-260-0885 without penalty up to 10 calendar days after the Utility processes the enrollment request (the "Rescission Period").

6. **Termination; Remedies:** If either Party defaults on its obligations under this Agreement (which may include Customer's switching to another electric supplier or the Utility or Customer's failure to pay the Utility), the other Party may terminate this Agreement, as applicable. In addition, if Customer chooses to terminate this Agreement based on a recommendation from the Village in the event that Vendor has materially breached the Aggregation Program Agreement between Vendor and the Village, then Vendor shall not be liable to Customer for any damages or penalties resulting from such termination of this Agreement, including claims related to the price received from the Utility or an alternate retail electric supplier being higher than the Price herein, unless Vendor has also materially breached these Terms of Service.

7. **Renewal:** In the event that Vendor enters into an agreement with the Village to renew the municipal aggregation agreement before the expiration of the Initial Term, 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"), Vendor may send Customer an offer for a Renewal Term. This offer will include, without limitation, the new Price, any applicable early termination fees (if any), and the Renewal Term ("Offer"). In the event Vendor does not receive Customer's rejection of the Offer within 21 days, the Offer will be deemed accepted by Customer without the need for further signature or other affirmative action by Customer. If Customer rejects the Offer in the manner directed in the Offer, Customer's Accounts will be returned to Utility service at the end of the Current Term. If Vendor does not submit an Offer to Customer and instead indicates that this Agreement will be

## **Attachment B to Master Agreement**

extended on a month to month basis at prevailing market rates, then this Agreement will be extended as set forth in the notice or terminated as directed by Customer.

**8. Billing and Payment:** Customer will continue to receive one monthly electric bill processed and provided by the Utility for Vendor's charges and Utility's delivery charges on the invoice(s) Customer receives from the Utility, and such billing and payment shall be subject to the applicable Utility rules regarding billing and payment procedures. Vendor's charges or credits not invoiced through the Utility shall be invoiced or credited, respectively, directly by Vendor. Vendor may cause the Utility to correct previous invoices in the event of invoicing errors. In the event of a Customer bankruptcy, late payment or nonpayment, Vendor has the right to cancel this Agreement.

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

**10. Contact Information:** For any service question or in the event of an emergency such as a power failure or downed power line, Customer should contact ComEd at 800-334-7661. Customer may contact Vendor at 888-744-8125. For issues concerning this Agreement, Vendor will attempt to resolve the matter within 5 business days of receiving a call or the complaint from Customer. If Customer is not satisfied with the response, or to obtain consumer education materials, Customer may contact the Illinois Commerce Commission at 800-524-0795 or 800-858-9277 for TTY hearing-impaired Customers or visit its website at [www.icc.illinois.gov](http://www.icc.illinois.gov). Customer may also contact the Illinois Attorney General's Office at 1-800-386-5438. Customer shall contact Vendor with any change in Customer's email address and/or withdrawal of consent for electronic retention of customer information.

**11. Customer Relocation:** Vendor will waive any fees if Customer moves to a new address outside the Village's boundaries and provides notice to Vendor that Customer is moving prior to termination.

**12. Assignment:** Customer may not assign this Agreement without Vendor's written consent. Vendor may transfer, assign or sell this Agreement: (a) in connection with any financing; (b) to any of its affiliates; (c) to anyone succeeding to all or substantially all of Vendor's assets or business; or (d) to another supplier licensed by the Illinois Commerce Commission. This Agreement is binding upon Customer and Vendor, and each party's heirs, successors and permitted assigns. Any required assignment notice will be considered to have been made if mailed to the address in Vendor's records for Customer's account. There are no third-party beneficiaries to this Agreement.

**13. Exclusion of Cash Back Bonus:** As a municipal aggregation Customer, Customer is not eligible to participate in Vendor's promotional cash-back or rebate bonus program.

**14. Limitations:** ALL ELECTRICITY SOLD HEREUNDER IS PROVIDED "AS IS", AND VENDOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS

## **Attachment B to Master Agreement**

OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT SHALL 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.

15. **Force Majeure:** Except for Customer's obligation under this Agreement to pay Vendor for its services, neither Vendor nor Customer will be liable to the other for failure to perform an obligation either was prevented from performing due to an event beyond its 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 from 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.

16. **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 Vendor to Customer at the delivery point, which shall be the Utility. Customer appoints Vendor as its agent for the purposes of effectuating delivery, including for receipt of billing and usage data from the Utility. This Agreement shall be considered a Letter of Agency and constitutes the entire agreement between the Parties, superseding all verbal and written understandings. This Agreement shall only be amended in a writing signed by both Parties or with notice from Vendor to Customer as described above. Customer should contact the Utility in the event of an electric emergency at the following numbers: for ComEd residential customers, 1-800-Edison-1; for ComEd business customers, 1-877-4-ComEd-1. Future correspondence may be sent by Vendor to Customer via first class mail and/or electronic mail.

**ACCEPTANCE OF AGREEMENT:** This Agreement is hereby unconditionally accepted. Eligo Energy IL, LLC is authorized to switch Customer's utility supplier for the generation service charge. I will notify and/or cancel any previous agreement I may have in place with any other supplier, if applicable.

## **Attachment C to Master Agreement**

### **Plan of Operation and Governance Adopted by Village**

## **Attachment D to Master Agreement**

## **ORDINANCE NO. 2015-13**

### **AN ORDINANCE REGARDING STOP SIGNS FOR THE VILLAGE OF STICKNEY**

**WHEREAS**, the Village of Stickney (the "Village") is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

**WHEREAS**, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs, and to review, interpret and amend its ordinances, rules and regulations; and

**WHEREAS**, currently, there is a traffic control signal regulating the movement of southbound traffic on Euclid Avenue at the intersection with 40<sup>th</sup> Street (the "Intersection"); and

**WHEREAS**, due to the insufficiency of traffic control signals regulating the movement of traffic at the Intersection, the local traffic congestion poses a danger to pedestrians and motorists; and

**WHEREAS**, the Village Police Department (the "Police Department") conducted a survey of this area and made a recommendation, attached hereto and incorporated herein as Exhibit A, wherein the Police Department recommends that additional stop signs be installed at the Intersection to regulate eastbound and westbound traffic on 40<sup>th</sup> Street at the Intersection; and

**WHEREAS**, it is understood that additional steps need to be taken to ensure that the stop signs are properly installed and maintained; and

**WHEREAS**, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") have determined that the installation of additional stop signs at the Intersection is necessary to protect the health, safety and welfare of the residents of the Village;

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF STICKNEY, COOK COUNTY, ILLINOIS, as follows:**

#### **ARTICLE I. IN GENERAL**

##### **SECTION 1. INCORPORATION CLAUSE.**

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

##### **SECTION 2. PURPOSE.**

The purpose of this Ordinance is to authorize the installation of additional stop signs at the Intersection to regulate eastbound and westbound traffic on 40<sup>th</sup> Street and to ensure the proper installation and maintenance of the corresponding stop signs.



## **ARTICLE II. AUTHORIZATION**

### **SECTION 3. AUTHORIZATION.**

The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out, give effect to and consummate the intent of this Ordinance and shall take all action necessary in conformity therewith, including taking all necessary steps to ensure the proper installation and continuing maintenance of the additional stop signs located at the Intersection. The officers, employees and/or agents of the Village are specifically authorized and directed to draft and disseminate any and all necessary forms to be utilized in connection with this Ordinance.

## **ARTICLE III. HEADINGS, SAVINGS CLAUSES, PUBLICATION, EFFECTIVE DATE**

### **SECTION 4. HEADINGS.**

The headings of the articles, sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.

### **SECTION 5. SEVERABILITY.**

The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

### **SECTION 6. SUPERSEDER.**

All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

### **SECTION 7. PUBLICATION.**

A full, true and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

### **SECTION 8. EFFECTIVE DATE.**

This Ordinance shall be effective and in full force ten (10) days after its passage and approval.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

**PASSED this 1<sup>st</sup> day of September 2015.**

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTENTION:**

**APPROVED by me this 1<sup>st</sup> day of September, 2015.**

---

**Deborah Morelli, President**

**ATTESTED AND FILED in my  
office this \_\_ day of  
September, 2015.**

---

**Audrey McAdams, Village Clerk**

**EXHIBIT A**

# *Stickney Police Department*



JOHN SLADETZ  
Chief of Police

6533 West Pershing Road  
Stickney, Illinois 60402  
Phone (708) 788-2131  
Fax (708) 749-2742



DEBORAH MORELLI  
Mayor

To: Mayor Deborah E. Morelli  
Village Board of Trustees  
Audrey McAdams, Clerk

From: John Sladetz  
Chief of police

Re: Three-way stop intersection at Euclid Ave. and 40<sup>th</sup> Street.

It is my opinion that a three-way stop at the intersection of Euclid Ave. and 40<sup>th</sup> Street would benefit the safety of the residents of the Village of Stickney.

The northeast corner of said intersection has large trees near the south curb of 40<sup>th</sup> Street east of Euclid Ave. These trees make it difficult to see westbound traffic on 40<sup>th</sup> Street approaching Euclid Ave.

It will also benefit the safety of children and senior citizens attending functions at the Stickney Township North Clinic.

Thank you,

A handwritten signature in dark ink, appearing to read "John Sladetz". The signature is fluid and cursive, with the first name "John" being more prominent than the last name "Sladetz".

John Sladetz  
Chief of Police



# Knights of Columbus

Meets  
First and Third  
Wednesday

MONSIGNOR JOHN FARRELL COUNCIL, No. 4200  
P.O. Box 426  
Berwyn, Illinois 60402-2502

August 8, 2015

Village of Stickney  
Ms Audrey McAdams  
Village Clerk  
6533 W. Pershing RD.  
Stickney, Illinois 60402

Dear Ms McAdams,

Once again the time has come to respectfully request permission to conduct our "ID TOOTSIE ROLL DRIVE" in your area. On Friday, Saturday and Sunday, September 18, 19 and 20, 2015, the Msgr. John Farrell Berwyn Council # 4200 and their families, friends and volunteers will be distributing "TOOTSIE ROLLS" in return for donations for their ANNUAL INTELLECTUAL DISABILITIES DRIVE, with proceeds benefitting children and adults with mental disabilities and some physically challenged as well.

For over 50 years Msgr. John Farrell Berwyn Council # 4200 Knights of Columbus has had the honor and privilege of serving the community of Berwyn, and therefore we are thankful for the continued support you have always given to the original Berwyn Council #4200 Knights of Columbus in the past, and hopefully after these 50 plus years you would continue to do so again.

Sincerely yours

PGK William J. Kareiva  
Chairman, ID Drive  
6901 W. 34th St.  
Berwyn, IL 60402-3302

P.S. ~~INSURANCE~~ FORTH COMING

**APPLICATION FOR NON-COMMERCIAL SOLICITATION**  
**Not for Profit Organization**

**Name of Organization:** Girl Scouts of Greater Chicago and Northwest Indiana  
**Corporate Address:** 20 S. Clark, Suite 200, Chicago, IL 60603

**Main Contact:** Susan Rakis, Director of Product Program  
P: [REDACTED]  
E: srakis@girlscoutsgcnwi.org

**Person to contact for additional information:**

**Linda Miller**  
P: [REDACTED]

Note: The two people named above are requesting permission for the entire jurisdiction of the council. You should not receive requests from local constituents.

**Non-Commercial Solicitation Purpose:** Annual Girl Scout Fall Product and Cookie Programs

**Program Dates:**

**Fall Product Program:**

**Order Card Sales:** October 1-25, 2015

**Delivery:** November 12-15, 2015

**Cookie Program:**

**Door to Door Order Card:** January 1-26, 2016 (Girl Scout Communities decide on collection of payment at time of order or time of delivery.)

**Delivery:** February 12-22, 2016

Arrangements and permission for cookie booths are made directly with local merchants and troop leaders and take place between February 5, 2016 and May 1, 2016. Product is sold and paid for at the site.

**Hours of solicitation** As described by ordinance code

**Description of Vehicles used in solicitation:** None as of this request

**Last date of previous requests:** October 2014-March 2015

**Has anyone listed on this application ever been convicted of a commission of a felony under the laws of the State of Illinois or any other State or Federal Law of the United States?** No  
If yes, when.