



# City of Chicago Electric Aggregation Program



## AUTOMATIC AGGREGATION Electricity Purchase and Sale Terms and Conditions

The City of Chicago ("City"), pursuant to the aggregation authority conferred upon it by referendum and ordinance, selected Integrus Energy Services, Inc. ("Seller") to supply the aggregation program ("Program"), and entered into a Power Supply Agreement with Seller ("Program Agreement"). The City and Seller have agreed to pricing for the May 2014 to May 2015 period ("City Confirmation"). You, the account holder ("Buyer") for each eligible account at the service address referenced on the letter accompanying (the "Account(s)") this document, and Seller agree to this Electricity Purchase and Sale Terms and Conditions ("Agreement") as of April 1, 2014 ("Effective Date"). Seller and Buyer are individually referred to as "Party" and collectively as "Parties".

### 1. Enrollment:

a. **Opt-Out:** Enrollment is automatic for those who are eligible, but participation is voluntary. **IF YOU DO NOT WISH TO PARTICIPATE, YOU MUST OPT-OUT NO LATER THAN MARCH 31, 2014 BY (i) RETURNING THE POSTCARD POSTMARKED NO LATER THAN MARCH 31, 2014, OR (ii) BY OPTING OUT ON SELLER'S WEBSITE AT WWW.INTEGRUSENERGY.COM/IL-CHICAGO.**

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

c. **Term:** This Agreement shall become binding on the Effective Date, provided however, the obligation of Seller to sell and schedule electricity for delivery to Buyer and the obligation of Buyer to purchase, take and pay for electricity is contingent upon: (i) successful enrollment by the Utility and (ii) if applicable, the passage of the Rescission Period (defined in Section 2) without effective cancellation by Buyer. Successful enrollment by the Utility is dependent upon (1) the eligibility of Buyer's Accounts, as determined by the Utility, to take from a retail electric supplier and to participate in the Utility's purchase of receivables program (including service class and past payment history), and (2) the accuracy and completeness of any information submitted by Buyer. Subject to the foregoing, service will commence on meter read dates in **May 2014** and shall remain in effect through the **May 2015 meter reads** ("Term"), unless terminated pursuant to the terms of this Agreement.

2. **Rescission Period:** Unless Buyer is already a Program participant, Buyer may rescind this Agreement by contacting Seller before Seller submits the enrollment request to the Utility. Buyer may rescind the Agreement and the pending enrollment within 10 calendar days after the Utility processes the enrollment request by contacting (i) Seller or the Utility, if Buyer is a residential customer or (ii) Seller, if Buyer is a nonresidential customer.

### 3. Price:

a. **Pricing:** For the Term, Buyer shall pay (i) a rate of 5.299¢ per kWh ("Rate") plus (ii) a monthly customer charge per Account per billing cycle ("Monthly Customer Charge"). As of the date of the City Confirmation, the Monthly Customer Charges are (i) for residential single-family Accounts, \$22.36; (ii) for residential multi-family Accounts, \$9.06; (iii) for small commercial non-Watt-hour Accounts, \$22.36; and (iv) for small commercial Watt-hour Accounts, \$9.06. The Monthly Customer Charge may fluctuate based on (after the date of the City Confirmation) an increase in PJM demand-based pricing components that have been included in the Monthly Customer Charge (demand-based ancillary services, capacity [including auction rates, zonal scaling factors and forecast pool requirements], and transmission service). In addition, both Parties recognize that components of the Pricing include electric tariff charges that are authorized by the Illinois Commerce Commission, PJM, the Federal Energy Regulatory Commission, and/or any other state or governmental agency having jurisdiction. Any increase in these charges after the Effective Date may be directly passed through to Buyer by a corresponding increase in the Pricing. In addition, Seller reserves the right to increase the Pricing as a result of (i) costs associated with the City's requiring of Seller's receipt of assignment of certain bilateral agreements pursuant to the Program Agreement and (ii) costs associated with the City's required reimbursement of administrative fees, enhanced environmental costs or other program costs pursuant to the Program Agreement. Finally, Buyer acknowledges that the Utility plans to begin administering its current tariff differently effective January 1, 2015 with respect to transmission service. This change in administration will result in individual residential and small commercial customers having transmission peak load contribution values calculated at the individual Account level. Seller has reasonably estimated the cost impacts of such change in administration, provided however, Seller reserves the right to pass through to Buyer the increased costs associated with (a) Seller's cost resulting from this change in administration being higher than estimated or (b) the Utility failing to modify its administration of its tariff.

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

c. **Price Match:** If the Program Price to Compare is set below both the combined Pricing for a multi-family, non-space heating class Member utilizing 5,000 kWh annually and the combined Pricing for a single family, non-space heating class Member utilizing 11,500 kWh annually during the Term of this Agreement only, Seller shall either (i) reduce the Pricing to match the Program Price to Compare or (ii) terminate this Agreement. In the event Seller has indicated to the City that Seller elects to terminate rather than matching the Program Price to Compare, then the City may request that the Seller continue to serve Buyer at the then-current Pricing and, if Seller agrees, Buyer shall continue to be served at the then-current Pricing described in 3(a) above. "Program Price to Compare" shall mean (1) the Utility's "Price to Compare" for the residential non-space heating class, as posted on the ICC website ([www.pluginillinois.org](http://www.pluginillinois.org)) (which includes the Utility's electric supply charge, plus the Utility's transmission services charge but not distribution charges) plus (2) a Purchased Electricity Adjustment factor of \$0.005 per kWh plus (3) costs associated with the City's requiring of Seller's receipt of assignment of certain bilateral agreements and costs associated with the City's required reimbursement of administrative fees, enhanced environmental costs or other program costs, all pursuant to the Program Agreement. Seller shall not be required to match if the Utility's Price to Compare ceases to exist or becomes a market-based rate as a result of a regulatory action. If Seller terminates this Agreement pursuant to this section 3(c), Seller shall not be liable for any damages or penalties resulting from Buyer's return to the Utility's service or to another retail supplier, including claims relating to the price received from the Utility or the alternate supplier being higher than the Pricing herein.

### 4. Renewal:

a. **New Term:** If the City and Seller agree to renewal terms, between 30 and 60 days prior to the end of the Term, Seller may send Buyer an offer for a Renewal Term. This offer will include, without limitation, the new pricing, any applicable early termination fees, and the Renewal Term ("Offer"). In the event Seller does not receive Buyer's rejection of the Offer within 14 days, the Offer will be deemed accepted by Buyer without the need for further signature or other affirmative action by Buyer. If Buyer rejects the Offer in the manner directed in the Offer, Buyer's Accounts will be returned to Utility service at the end of the Term.

b. **Billing Cycle-to-Billing Cycle:** If the City and Seller do not agree to renewal terms but agree that Seller may continue to serve on a billing cycle-to-billing cycle basis, service to the Accounts will continue on a billing cycle-to-billing cycle basis at a rate at or below the Price to Compare until (a) the City provides 30 day notice of termination on behalf of Buyer or (b) Buyer provides notice of termination.

5. **No Renewal:** If the City and Seller do not agree to renewal terms and do not agree that Seller will continue to serve on a billing cycle-to-billing cycle basis, Buyer's Accounts shall be returned to the Utility at the end of the Term.

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

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

8. **Termination; Remedies:** Notwithstanding anything to the contrary herein, in the event the City terminates the Program Agreement prior to the end of the Term of this Agreement, the City may terminate this Agreement on behalf of Buyer. Upon any such termination, SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES OR PENALTIES RESULTING FROM THE RETURN OF BUYER'S ACCOUNT(S) TO THE UTILITY'S SERVICE, INCLUDING CLAIMS RELATING TO THE UTILITY'S PRICE BEING HIGHER THAN THE PRICING HEREIN. If Buyer defaults on its obligations under this Agreement (which may include Buyer's switching to another electric supplier or the Utility or Buyer's failure to pay the Utility), Seller may terminate this Agreement, as applicable. Buyer may also terminate at any time, regardless of whether Seller has defaulted. There shall be no fees due from either Party to the other for early termination.

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

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

11. **Questions, Complaints and Concerns:** Buyer may contact Seller at the locations indicated below. For issues concerning this Agreement, Seller will attempt to resolve the matter within five (5) business days after receiving the call or letter. If Buyer is not satisfied with the response, or to obtain consumer education materials, Buyer can contact the Illinois Commerce Commission's Consumer Services Division as described below. Buyer may also contact the Illinois Attorney General's Office at 1-800-386-5438 (Northern Illinois), 1-800-243-0618 (Central Illinois), or 1-800-243-0607 (Southern Illinois).

12. **Miscellaneous:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard for the conflicts of law provisions thereof. Title, possession, control of the electricity, and risk of loss will pass from Seller to Buyer at the delivery point, which shall be the Utility. Buyer appoints Seller as its agent for the purposes of effectuating delivery, including for receipt of billing and usage data from the Utility. Subject to regulatory approvals and notice from Seller, Seller may assign this Agreement without Buyer's consent. Buyer may assign this Agreement only with Seller's prior written consent. This Agreement (including without limitation the Account identification) shall be considered a Letter of Agency and constitutes the entire agreement between the Parties, superseding all verbal and written understandings. There are no third party beneficiaries to this Agreement and none are intended. This Agreement shall only be amended in writing signed by both Parties or with Notice from Seller to Buyer as described under Sections 3 and 4 above. Buyer should contact the Utility in the event of an electric emergency at 1-800-Edison-1 (residential) or 1-877-4-ComEd-1 (commercial). Future correspondence may be sent by Seller to Buyer via first class mail and/or electronic mail.

#### UNIFORM DISCLOSURE STATEMENT

**Seller Contact Information:** 20 N. Wacker Drive, Suite 2100, Chicago, IL 60606. 1-888-802-2885. [www.integrysenergy.com](http://www.integrysenergy.com).

**ICC Contact Information:** 1-800-524-0795 or 1-800-858-9277 for TTY hearing-impaired customers. [www.icc.illinois.gov](http://www.icc.illinois.gov).

**ComEd's (Utility's) Contact Information:** 1-800-334-7661 (residential) or 1-877-426-6331 (commercial).

**Seller's Charges for Electricity Supply:** Not including taxes or Utility delivery charges:

Rate class	Rate per kWh	Monthly Customer Charge per Invoice	Current Combined per kWh Pricing assuming the following usage:		
			500 kWh	1,000 kWh	1,500 kWh
Residential single-family	5.299¢	\$22.36	9.771¢	7.535¢	6.790¢
Residential multi-family	5.299¢	\$9.06	7.111¢	6.205¢	5.903¢
Small commercial non-Watt-Hour	5.299¢	\$22.36	9.771¢	7.535¢	6.790¢
Small commercial Watt-Hour	5.299¢	\$9.06	7.111¢	6.205¢	5.903¢

**Term of Agreement:** May 2014 meter reads (subject to successful enrollment) through May 2015 meter reads. Renewal as follows:

a. If the City and Seller agree to renewal terms, between 30 and 60 days prior to the end of the Term, Seller may send Buyer an offer for a Renewal Term. This offer will include, without limitation, the new pricing and the Renewal Term ("Offer"). In the event Seller does not receive Buyer's rejection of the Offer within 14 days, the Offer will be deemed accepted by Buyer without the need for further signature or other affirmative action by Buyer. If Buyer rejects the Offer in the manner directed in the Offer, Buyer's Accounts will be returned to Utility service at the end of the Term.

b. If the City and Seller agree that Seller may continue to serve on a billing cycle-to-billing cycle basis, service to the Accounts will continue on a billing cycle-to-billing cycle basis at a rate at or below the Price to Compare until (a) the City provides 30 day notice of termination on behalf of Buyer or (b) Buyer provides notice of termination.

c. If the City and Seller do not agree to renewal terms and do not agree that to (a) or (b) above, Buyer's Accounts shall be returned to the Utility at the end of the Term.

**Early Termination Fee/Deposit Required/Switching Fees Charged by Seller to Switch to Seller's Service:** None

**Right to Rescind:** Unless Buyer is already a customer of Seller, Buyer may rescind the Agreement by contacting Seller before Seller submits the enrollment request to the Utility. Buyer may rescind the Agreement and the pending enrollment within 10 calendar days after the Utility processes the enrollment request by contacting (a) Seller or the Utility, if Buyer is a residential customer or (b) Seller, if Buyer is a nonresidential customer.

**General Disclosures:** Seller is an independent seller of power and energy service, certified by the Illinois Commerce Commission. Seller does NOT represent or act on behalf of the Utility, governmental bodies or consumer groups. The Utility remains responsible for the delivery of power and energy to Buyer's premises and will continue to respond to any service calls and emergencies. Switching to Seller will not impact Buyer's electric service reliability. Buyer will receive written notification from the Utility confirming a switch of Buyer's power and energy supplier. Savings are NOT guaranteed.

Para obtener esta información en español por favor llame por telefono al 888-802-2885 o visite el sitio web en [www.integrysenergy.com/il-chicago](http://www.integrysenergy.com/il-chicago).