

RESOLUTION 2018-068

PASSED: MAY 29, 2018

AUTHORIZING THE NEGOTIATION AND EXECUTION OF TWO ELECTRICAL AGGREGATION CONTRACTS WITH DYNEGY FOR ELECTRICITY AT THE DEKALB TAYLOR MUNICIPAL AIRPORT AND CITY-OWNED STREETLIGHTS AND TRAFFIC CONTROLS FOR A PERIOD NOT TO EXCEED 12 MONTHS.

WHEREAS, the City of DeKalb is a Home-Rule Municipal Corporation governed by the applicable provisions of the Illinois Constitution and Illinois Municipal Code; and

WHEREAS, Council authorize the execution of a 12-month contract with Dynegy for electricity at the DeKalb Taylor Municipal Airport; and

WHEREAS, Council authorize the execution of a 12-month contract with Dynegy for electricity to run the City's streetlights and traffic controls.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

Section 1: The City hereby authorizes the Mayor of the City of DeKalb to enter into a 12-month contract with Dynegy Energy for electricity at the DeKalb Taylor Municipal Airport.

Section 2: The City hereby authorizes the Mayor of the City of DeKalb to enter into a 12-month contract with Dynegy Energy for electricity to run the City's streetlights and traffic controls.

Section 3: That the City Clerk of the City of DeKalb, Illinois be authorized and directed to attest the Mayor's Signature and shall be effective thereupon.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 29th day of May, 2018, and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Jacobson, Finucane, Marquardt, Fagan, Noreiko, Verbic, Faivre, Smith. Nay: None.

ATTEST:


RUTH A. SCOTT, Deputy City Clerk


JERRY SMITH, Mayor





COPY

ELECTRIC SERVICE AGREEMENT – EXHIBIT A

INVOICE & CONTACT INFORMATION			
DYNEGY ENERGY SERVICES, LLC ("Supplier")		CITY OF DEKALB- AIRPORT ("Customer")	
Attn:	Customer Care	Attn:	
Address:	1500 Eastport Plaza Dr Collinsville IL 62234	Address:	3232 Pleasant St. DeKalb, IL 60115
Telephone:	844-441-0716 Option-3	Telephone:	815-748-8102
E-Mail:	DESContracts@dynegy.com	Email:	
DUNS #:	078744061	DUNS #:	
Federal Tax ID #:	90-0924805	Federal Tax ID #:	
Utility:	ComEd		
Regional Transmission Organization (RTO):	PJM		
Broker/Consultant (If blank, N/A):	Rock River Energy Services Co		

Eligibility: This Agreement is only applicable to accounts that are less than 400 kW, and if more than one account less than 2,000 kW in aggregate, as defined by the Utility ("Utility") and as designated at the time of execution of this Agreement. Customer must complete and sign Exhibit A and return all pages of this Agreement to Supplier. Supplier reserves the right to not initiate service under this Agreement if, at Supplier's sole discretion, it is determined Customer is ineligible for this offer.

Net Metering. Customer must enroll, and be accepted in, as applicable by state law, Supplier's net metering program in order to participate in net metering with Supplier.

THIS EXECUTABLE OFFER BECOMES BINDING UPON EXECUTION SUBJECT TO CUSTOMER EXECUTING THE AGREEMENT PRIOR TO MIDNIGHT ON May 29, 2018 EST
THE TERMS AND CONDITIONS HEREIN ARE HIGHLY CONFIDENTIAL AND PROPRIETARY AND SHALL NOT BE RELEASED TO ANY PERSON, FIRM OR ENTITY WITHOUT THE EXPRESSED PERMISSION OF SUPPLIER.

Table 1

Select Term:	Quote #:	Delivery Term Begins:	Delivery Term Ends:	Power Price (/kWh):
X	Q-00351394	July 2018	July 2019	\$0.05716

CITY OF DEKALB- AIRPORT		Customer Notice, if different from above: (Do not use P.O. Box)	
Signature:		ATTN:	
Print Name:	Jerry Smith	Address:	
Print Title:	Mayor	Email:	
Date:	5-29-18	Phone:	

Check here if you are a local government entity as defined by 50 ILCS 505/Local Government Prompt Payment Act.

By signing above, you certify that 1) you are authorized to enter into this Agreement with Supplier, 2) you have read the Terms & Conditions of this Agreement and Customer will be bound by such Terms & Conditions, and 3) Customer authorizes Supplier to enroll the Account(s) listed in Table 2 with the Utility which will allow Supplier to provide retail electric services.

Upon execution by Customer and delivery to Supplier, this Agreement is binding. Please retain a copy for your records and send a signed copy to DESContracts@dynegy.com. Supplier will forward all necessary documents to the Utility.

ELECTRIC SERVICE AGREEMENT – ACCOUNT INFORMATION

**ACCOUNT INFORMATION FOR
CITY OF DEKALB- AIRPORT AS OF May 29, 2018**

Table 2		
Account #	Bill Group	Service Location
0075041020	20	3550 Barber Greene Rd. DTMA Localiz, Dekalb, IL
1506097008	20	2860 PLEASANT ST, DEKALB, IL 60115
1839137004	20	2850 PLEASANT ST, DEKALB, IL 60115
2415052007	1	2100 PLEASANT ST GATE, SIGN, DEKALB, IL 60115
2950409035	20	3210 PLEASANT ST, DEKALB, IL 60115
2950412005	20	3232 PLEASANT ST, DEKALB, IL 60115
2950413002	20	3232 PLEASANT ST,, DEKALB, IL 60115
2950414009	20	
2950419022	1	2200 Pleasant Street Rd, Dekalb, IL 60115
3034018028	20	3331 PLEASANT ST UNIT FARM, DEKALB, IL 60115
3034019007	20	367 191 B7, CORTLAND TWP, IL 60115
3288163078	20	GAR, CORTLAND TWP, IL 60115

ELECTRIC SERVICE AGREEMENT – TERMS AND CONDITIONS

This Electric Service Agreement Terms & Conditions and associated Exhibit A (collectively, the "Agreement"), by and between Supplier and Customer and is dated and effective as of the date the Exhibit A is signed by Customer, applies to, and represents the entirety of, Supplier's and Customer's understandings and agreements regarding Customer's full requirements for electricity to the Account(s) set forth in Table 2 ("Retail Power"). Supplier and Customer may be referred to herein individually as a "Party" and collectively as the "Parties". To the extent there is a conflict in the terms, interpretation or understanding of this Agreement and Exhibit A, the terms of Exhibit A shall supersede the terms of this Agreement.

1. Power Price

Supplier will arrange for delivery of Customer's Retail Power. The Power Price noted in Exhibit A includes charges for energy, capacity, applicable Regional Transmission Operator, ancillary services and other market settlement charges, distribution and transmission energy losses, charges associated with the purchase, acquisition and delivery of renewable energy certificates (RECs) in accordance with the applicable state-mandated Renewable Portfolio Standards ("RPS") requirements, if applicable, plus scheduling and load forecasting associated with the delivery of Customer's Retail Power. Such RPS Charge imposed on alternative retail energy suppliers ("ARES") are due to expire as of June 1, 2019 pursuant to the Future Energy Jobs Bill (SB 2814), as amended. As of June 1, 2019, DYNEGY ENERGY SERVICES, LLC will no longer charge RPS Charge. It is understood and agreed that any RECs purchased and retired in accordance with the aforesaid state mandate is not the property of Customer and Customer has no claim, interest, or right to said RECs, or any value derived therefrom.

2. Term

Retail Power delivery will begin for each Account, contingent upon confirmation of successfully enrolled Direct Access Service Request from the host Utility, on the first available meter reading date of the month noted under "Delivery Term Begins" in Table 1 or as soon as possible thereafter, and ends on the regularly scheduled meter reading date for the month noted under "Delivery Term Ends" in Table 1 ("Term"). At the end of the Term of this Agreement, Supplier will return Customer to Utility default service, unless a written amendment has been executed to renew the Term. Notwithstanding the foregoing, the Term is subject to renewal pursuant to the conditions under Section 3, Monthly Renewal.

3. Monthly Renewal

This Agreement shall automatically continue on a monthly basis ("Renewal Term") at the rates determined by Supplier, which may vary from month to month. If Customer has not notified Supplier that Customer has elected to obtain Retail Power from another retail supplier, then Supplier may, in its sole discretion, place Customer on Renewal Term service or Supplier may return Customer to Utility default service, thereby terminating this Agreement.

4. Billing and Payment

Customer will receive a single bill from the Utility that contains Supplier charges set forth in this Agreement and Utility charges. Customer will make payments to the Utility according to the Utility's billing rules and schedules. Failure to pay Supplier charges may result in the Account(s) being returned to the Utility's standard service and forfeiture of Customer's right to choose another retail electric service provider until past due amounts are paid. Failure to pay invoice charges may result in the Account(s) being disconnected in accordance with the Utility's business practices. If, due to Utility rules, any Account(s) become ineligible for a single bill from the Utility at any time during contract, then Supplier will issue an invoice for all ineligible Account(s). Supplier's invoice will reflect the Power Price for Retail Power times the kWh each month for those accounts billed by supplier, and Customer will make payments to Supplier within twenty-one (21) days from the invoice date. Late payment charges may be assessed at the rate of 1.5% per month of the outstanding invoice amount if not received by the due date. If specified above that Customer is a local government entity as defined by its local government Prompt Payment Requirements Act as indicated on Exhibit A, then, in such event, said Act shall control with regard to the calculation of payment due dates and late payment charges. All other provisions in this paragraph remain the same and are in effect.

5. Financial Responsibility

If requested, Customer shall provide a payment history record from the Utility to determine Customer's creditworthiness. If Customer's credit becomes unsatisfactory including, but not limited to, a consistent pattern of late payments as determined by Supplier in a commercially reasonable manner during the Term of this Agreement, Supplier may terminate this Agreement by fifteen (15) calendar days' notice of cancellation. Customer remains obligated to pay for all Retail Power delivered within ten (10) calendar days following the termination date.

6. Termination

Upon termination of this Agreement by any party for any reason, Customer will return to its Utility for electricity and will remain responsible for all charges for electricity through the date of termination. The effective date of any termination by Customer or Supplier will be the next available meter read date after expiration of any required notice period and processing by Utility and/or Supplier. If the Term or Renewal Term has not been fulfilled by Customer, Customer can be subjected to an Early Termination Fee, by account, calculated by the Power Price times estimated remaining kilowatt-hours (kWh), or the maximum amount allowed by law.

7. Limitation of Liability

UTILITY CONTINUES TO PROVIDE DELIVERY SERVICES UNDER THIS AGREEMENT; THEREFORE, SUPPLIER WILL NOT BE LIABLE FOR ANY INJURY, LOSS, CLAIM, EXPENSE, LIABILITY OR DAMAGE RESULTING FROM FAILURE BY UTILITY OR TRANSMISSION PROVIDER. SUPPLIER IS ALSO NOT LIABLE FOR ANY INJURY, LOSS OR DAMAGE RESULTING FROM INTERRUPTION, INSUFFICIENCY OR IRREGULARITIES OF SERVICE. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD-PARTY, FOR ANY SPECIAL, INCIDENTAL, INDIRECT,

CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR FOR ANY DAMAGES OF A SIMILAR NATURE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

8. Force Majeure

If a Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement (the "Claiming Party") and gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. During the period excused by Force Majeure, the non-Claiming Party shall not be required to perform its obligations under this Agreement. "Force Majeure" shall mean an event or circumstance which prevents the Claiming Party from performing its obligations or causes delay in the Claiming Party's performance under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence or use of good utility practice, as defined in the applicable transmission tariff, the Claiming Party is unable to overcome or avoid or cause to be avoided, such as, but not limited to: acts of God, fire, flood, earthquake, war, riots, strikes, walkouts, lockouts and other labor disputes that affect Customer or Supplier. Force Majeure shall not be based on 1) Customer's inability to economically use the Retail Power purchased hereunder; or 2) Supplier's ability to sell the Retail Power at a price greater than the price under this Agreement.

9. Change in Law or Regulatory Event

In the event that any change in or enactment of any laws, regulations, administrative ruling, judicial decisions, interpretation, entries, findings, orders, tariffs, or operating procedures under this Agreement by any federal or state government, federal or state agency, regulatory body such as the Federal Energy Regulatory Commission (FERC), Regional Transmission Operator (RTO), UTILITY, or any similar entity relating to the generation, capacity, reliability, transmission, marketing, or sale of electricity or renewable energy resources ("Regulatory Event") results in new or increased costs or tariffs to the Supplier, as determined in its reasonable discretion, Supplier may implement the change in pricing necessary to accommodate the impact of the change, which shall be effective on the invoice for the date that coincides with the next Monthly Billing Cycle. In such event, Customer agrees that it shall be bound by the new pricing set forth in the written notice described in the foregoing provision.

10. Assignment

This Agreement shall be binding on each Party's successors and permitted assigns. Customer shall not assign its rights and/or obligations under this Agreement without the prior written consent of Supplier. Supplier may assign, subcontract or delegate all or any part of Supplier's rights and/or obligations under this Agreement without consent from Customer.

11. Environmental Disclosure

This Agreement incorporates the information provided to Customer or made available to Customer at Supplier's website (www.Dynegy.com) regarding the approximate generation resource mix and environmental characteristics of electricity supply.

12. Dispute Resolution

In the event of a dispute concerning the observance or performance of any of the terms or conditions herein, and the Parties are not otherwise able to resolve such dispute within thirty (30) days after notice, the Parties agree the dispute shall be resolved by arbitration in accordance with the rules and regulations established by the American Arbitration Association ("AAA"). Any decision rendered by the AAA shall be final and binding, and judgment may be entered by any court of competent jurisdiction.

13. Miscellaneous

The validity, interpretation and performance of this Agreement shall be governed by and performed in accordance with the laws of the state. This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes and extinguishes any and all prior oral or written agreements between the parties concerning the subject matter of this Agreement. This Agreement may only be modified or amended through a written document signed by both parties. Except as otherwise set forth in this Agreement, failure or delay on the part of Supplier to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

14. Customer Service

For questions about this Agreement, electric supply charges, or a change in Customer name, please contact our Customer Care Department by calling toll-free or by e-mail at the information found on Exhibit A. **IN THE EVENT OF AN EMERGENCY, POWER OUTAGE, OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR UTILITY.**

15. Customer Information

Customer authorizes Supplier to receive current and historical energy billing and usage data from the Utility and such authorization shall remain in effect during the entire Term unless Customer rescinds such authorization in writing. Supplier is prohibited from disclosing Customer's social security number and/or account number(s) without Customer's consent except for Supplier's own collections and credit reporting, participation in programs funded by the universal service fund or assigning a customer contract to another commercial retail electric service provider.

Legal Disclosure

Section 454.90 of the Public Utilities Act (220 ILCS 5/16 – 115C) requires all agents, brokers and consultants engaged in the procurement or sale of electricity supply for third parties to: a) Disclose in plain language in writing the nature of the services offered by the ABC; b) Disclose in plain language in writing to all persons it solicits the total anticipated remuneration to be paid to it by any third party over the period of the proposed underlying customer contract. Any such disclosure must be made prior to entering into the contract and signed by the customer; c) Not hold itself out as independent or unaffiliated with any RES, or both, or use words calculated to give that impression, unless the person or entity offering service under this Section 16-115C of the Act has no contractual relationship with any RES or its affiliates regarding retail electric service in Illinois; d) Not utilize false, misleading, materially inaccurate, defamatory, or otherwise deceptive language or materials in the soliciting or providing of its services; e) Maintain copies of all marketing materials disseminated to third parties for a period of not less than three years; f) Maintain copies of all disclosure statements required in subsections (a) and (b) for a period of not less than three years; g) Not present electricity pricing information in a manner that favors one supplier over another, unless a valid pricing comparison is made utilizing all relevant costs and terms; and h) Comply with the requirements of Sections 2EE, 2FF, 2GG, and 2HH of the Consumer Fraud and Deceptive Business Practices Act [815 ILCS 505/2EE, 2FF, 2GG, and 2HH].

Rock River Energy Services, Company' (RRESC) helps customers (ComEd or Ameren Illinois Utilities) lower their electrical energy costs. RRESC obtains bids on behalf of customers from Illinois Commerce Commission (ICC) approved third party suppliers. The bid(s) are then forwarded to the customers for acceptance or rejection. Customers are under no obligation to accept the bid(s) presented by RRESC on behalf of the third party suppliers. RRESC agents are not employed by ComEd or Ameren and receive no remuneration from ComEd or Ameren.

There are no contracts or other written obligations between RRESC and the Customer. As such, each Customer is under no binding obligation to RRESC. RRESC does not solicit bids from all ICC listed suppliers, and we do not discourage our customers from independently soliciting additional bids on their own behalf from suppliers not engaged by RRESC. Any contracts signed are between the Customer and the Third Party Power Supplier. RRESC does not express opinions as to the quality of the supplier contracts.

Unless otherwise stated in an attachment to this disclosure, RRESC is paid a fee of \$0.002 per kilowatt hour, (two mills per Kwhr) by the 3rd party supplier customer contracted by the customer. We are aware of no other agent, broker or consultant that charges a lower fee for accounts of your size. Many charge a significantly higher fee.

The customer can calculate RRESC's total remuneration for the term of the contract by multiplying the fee stated in the body of this document by the total contracted Kwhrs.

RRESC believes the rates that it submits to its customers are competitive. In RRESC's opinion, the fee is more than offset by the value of our services. Many suppliers are willing to lower their margin if the account was not originated by their own sales force. As a result, some of the supplier's internal costs are avoided. The volume generated by our customer base also helps keep the suppliers' margins to a minimum.

Any information given to us by customers is confidential and is distributed only to those suppliers that are engaged by the RRESC.

Please acknowledge receipt of this disclosure by your signature and fax to RRESC at 815-732-2802. Thank you.

Customer Signature



Date

5-29-18

Company **Dekalb Taylor Municipal Airport**



COPY

ELECTRIC SERVICE AGREEMENT – EXHIBIT A

INVOICE & CONTACT INFORMATION			
DYNEGY ENERGY SERVICES, LLC ("Supplier")		CITY OF DEKALB - STREET LIGHTING ("Customer")	
Attn:	Customer Care	Attn:	Jerry Smith
Address:	1500 Eastport Plaza Dr Collinsville IL 62234	Address:	223 S Fourth St Dekalb, IL 60115
Telephone:	844-441-0716 Option-3	Telephone:	(815) 748-2030
E-Mail:	DESContracts@dynegy.com	Email:	
DUNS #:	078744061	DUNS #:	
Federal Tax ID #:	90-0924805	Federal Tax ID #:	
Utility:	ComEd		
Regional Transmission Organization (RTO):	PJM		
Broker/Consultant (If blank, N/A):	Rock River Energy Services Co		

Eligibility: This Agreement is only applicable to accounts that are less than 400 kW, and if more than one account less than 2,000 kW in aggregate, as defined by the Utility ("Utility") and as designated at the time of execution of this Agreement. Customer must complete and sign Exhibit A and return all pages of this Agreement to Supplier. Supplier reserves the right to not initiate service under this Agreement if, at Supplier's sole discretion, it is determined Customer is ineligible for this offer.

Net Metering. Customer must enroll, and be accepted in, as applicable by state law, Supplier's net metering program in order to participate in net metering with Supplier.

THIS EXECUTABLE OFFER BECOMES BINDING UPON EXECUTION SUBJECT TO CUSTOMER EXECUTING THE AGREEMENT PRIOR TO MIDNIGHT ON May 29, 2018 EST
THE TERMS AND CONDITIONS HEREIN ARE HIGHLY CONFIDENTIAL AND PROPRIETARY AND SHALL NOT BE RELEASED TO ANY PERSON, FIRM OR ENTITY WITHOUT THE EXPRESSED PERMISSION OF SUPPLIER.

Table 1

Select Term:	Quote #:	Delivery Term Begins:	Delivery Term Ends:	Power Price (/kWh):
	Q-00351168	August 2018	August 2019	\$0.02992

CITY OF DEKALB - STREET LIGHTING		Customer Notice, if different from above: (Do not use P.O. Box)	
Signature:		ATTN:	
Print Name:	Jerry Smith	Address:	
Print Title:	Mayor	E-mail:	
Date:	5-29-18	Phone:	
<input checked="" type="checkbox"/> Check here if you are a local government entity as defined by 50 ILCS 505/Local Government Prompt Payment Act.			

By signing above, you certify that 1) you are authorized to enter into this Agreement with Supplier, 2) you have read the Terms & Conditions of this Agreement and Customer will be bound by such Terms & Conditions, and 3) Customer authorizes Supplier to enroll the Account(s) listed in Table 2 with the Utility which will allow Supplier to provide retail electric services.

Upon execution by Customer and delivery to Supplier, this Agreement is binding. Please retain a copy for your records and send a signed copy to DESContracts@dynegy.com. Supplier will forward all necessary documents to the Utility.

ELECTRIC SERVICE AGREEMENT – ACCOUNT INFORMATION

ACCOUNT INFORMATION FOR
CITY OF DEKALB - STREET LIGHTING AS OF May 29, 2018

Table 2		
Account #	Bill Group	Service Location
0551052012	4	223 S 4th Ste B, Dekalb, IL 60115
0739012054	4	223 S 4th Ste B, Dekalb, IL 60115
1017178005	2	200 S 4th St. lite RT/25 metered, Dekalb, IL 60115
1459118061	20	1223 Mason St Lite, Dekalb, IL 60115
1791072020	4	223 S 4th Ste B, Dekalb, IL 60115
2614448003	2	PK lot #9 200 N 2nd St lite Rt/25, Dekalb, IL 60115
2614499000	2	Pk lot #7 200 N 3rd St lite Rt/25, Dekalb, IL 60115
2691744002	2	Pk lot #2 100 S 2nd St. lite Rt/25, Dekalb, IL 60115
2698542006	2	Pk lot #3 300 Grove St. lite Rt/25, Dekalb, IL 60115
2698544000	2	Pk lot #10 501 Grove St. lite Rt/25, Dekalb, IL 60115
2698554006	2	223 S 4th Ste B, DeKalb, IL 60115
3139014022	2	212 N. 2nd St. lite Rt/25, Dekalb, IL 60115
5571073030	2	0 2nd Grove lite Rt/25, Dekalb, IL 60115

ELECTRIC SERVICE AGREEMENT – TERMS AND CONDITIONS

This Electric Service Agreement Terms & Conditions and associated Exhibit A (collectively, the "Agreement"), by and between Supplier and Customer and is dated and effective as of the date the Exhibit A is signed by Customer, applies to, and represents the entirety of, Supplier's and Customer's understandings and agreements regarding Customer's full requirements for electricity to the Account(s) set forth in Table 2 ("Retail Power"). Supplier and Customer may be referred to herein individually as a "Party" and collectively as the "Parties". To the extent there is a conflict in the terms, interpretation or understanding of this Agreement and Exhibit A, the terms of Exhibit A shall supersede the terms of this Agreement.

1. Power Price

Supplier will arrange for delivery of Customer's Retail Power. The Power Price noted in Exhibit A includes charges for energy, capacity, applicable Regional Transmission Operator, ancillary services and other market settlement charges, distribution and transmission energy losses, charges associated with the purchase, acquisition and delivery of renewable energy certificates (RECs) in accordance with the applicable state-mandated Renewable Portfolio Standards ("RPS") requirements, if applicable, plus scheduling and load forecasting associated with the delivery of Customer's Retail Power. Such RPS Charge imposed on alternative retail energy suppliers ("ARES") are due to expire as of June 1, 2019 pursuant to the Future Energy Jobs Bill (SB 2814), as amended. As of June 1, 2019, DYNEGY ENERGY SERVICES, LLC will no longer charge RPS Charge. It is understood and agreed that any RECs purchased and retired in accordance with the aforesaid state mandate is not the property of Customer and Customer has no claim, interest, or right to said RECs, or any value derived therefrom.

2. Term

Retail Power delivery will begin for each Account, contingent upon confirmation of successfully enrolled Direct Access Service Request from the host Utility, on the first available meter reading date of the month noted under "Delivery Term Begins" in Table 1 or as soon as possible thereafter, and ends on the regularly scheduled meter reading date for the month noted under "Delivery Term Ends" in Table 1 ("Term"). At the end of the Term of this Agreement, Supplier will return Customer to Utility default service, unless a written amendment has been executed to renew the Term. Notwithstanding the foregoing, the Term is subject to renewal pursuant to the conditions under Section 3, Monthly Renewal.

3. Monthly Renewal

This Agreement shall automatically continue on a monthly basis ("Renewal Term") at the rates determined by Supplier, which may vary from month to month. If Customer has not notified Supplier that Customer has elected to obtain Retail Power from another retail supplier, then Supplier may, in its sole discretion, place Customer on Renewal Term service or Supplier may return Customer to Utility default service, thereby terminating this Agreement.

4. Billing and Payment

Customer will receive a single bill from the Utility that contains Supplier charges set forth in this Agreement and Utility charges. Customer will make payments to the Utility according to the Utility's billing rules and schedules. Failure to pay Supplier charges may result in the Account(s) being returned to the Utility's standard service and forfeiture of Customer's right to choose another retail electric service provider until past due amounts are paid. Failure to pay invoice charges may result in the Account(s) being disconnected in accordance with the Utility's business practices. If, due to Utility rules, any Account(s) become ineligible for a single bill from the Utility at any time during contract, then Supplier will issue an invoice for all ineligible Account(s). Supplier's invoice will reflect the Power Price for Retail Power times the kWh each month for those accounts billed by supplier, and Customer will make payments to Supplier within twenty-one (21) days from the invoice date. Late payment charges may be assessed at the rate of 1.5% per month of the outstanding invoice amount if not received by the due date. If specified above that Customer is a local government entity as defined by its local government Prompt Payment Requirements Act as indicated on Exhibit A, then, in such event, said Act shall control with regard to the calculation of payment due dates and late payment charges. All other provisions in this paragraph remain the same and are in effect.

5. Financial Responsibility

If requested, Customer shall provide a payment history record from the Utility to determine Customer's creditworthiness. If Customer's credit becomes unsatisfactory including, but not limited to, a consistent pattern of late payments as determined by Supplier in a commercially reasonable manner during the Term of this Agreement, Supplier may terminate this Agreement by fifteen (15) calendar days' notice of cancellation. Customer remains obligated to pay for all Retail Power delivered within ten (10) calendar days following the termination date.

6. Termination

Upon termination of this Agreement by any party for any reason, Customer will return to its Utility for electricity and will remain responsible for all charges for electricity through the date of termination. The effective date of any termination by Customer or Supplier will be the next available meter read date after expiration of any required notice period and processing by Utility and/or Supplier. If the Term or Renewal Term has not been fulfilled by Customer, Customer can be subjected to an Early Termination Fee, by account, calculated by the Power Price times estimated remaining kilowatt-hours (kWh), or the maximum amount allowed by law.

7. Limitation of Liability

UTILITY CONTINUES TO PROVIDE DELIVERY SERVICES UNDER THIS AGREEMENT; THEREFORE, SUPPLIER WILL NOT BE LIABLE FOR ANY INJURY, LOSS, CLAIM, EXPENSE, LIABILITY OR DAMAGE RESULTING FROM FAILURE BY UTILITY OR TRANSMISSION PROVIDER. SUPPLIER IS ALSO NOT LIABLE FOR ANY INJURY, LOSS OR DAMAGE RESULTING FROM INTERRUPTION, INSUFFICIENCY OR IRREGULARITIES OF SERVICE. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD-PARTY, FOR ANY SPECIAL, INCIDENTAL, INDIRECT,

CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR FOR ANY DAMAGES OF A SIMILAR NATURE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

8. Force Majeure

If a Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement (the "Claiming Party") and gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. During the period excused by Force Majeure, the non-Claiming Party shall not be required to perform its obligations under this Agreement. "Force Majeure" shall mean an event or circumstance which prevents the Claiming Party from performing its obligations or causes delay in the Claiming Party's performance under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence or use of good utility practice, as defined in the applicable transmission tariff, the Claiming Party is unable to overcome or avoid or cause to be avoided, such as, but not limited to: acts of God, fire, flood, earthquake, war, riots, strikes, walkouts, lockouts and other labor disputes that affect Customer or Supplier. Force Majeure shall not be based on 1) Customer's inability to economically use the Retail Power purchased hereunder; or 2) Supplier's ability to sell the Retail Power at a price greater than the price under this Agreement.

9. Change in Law or Regulatory Event

In the event that any change in or enactment of any laws, regulations, administrative ruling, judicial decisions, interpretation, entries, findings, orders, tariffs, or operating procedures under this Agreement by any federal or state government, federal or state agency, regulatory body such as the Federal Energy Regulatory Commission (FERC), Regional Transmission Operator (RTO), UTILITY, or any similar entity relating to the generation, capacity, reliability, transmission, marketing, or sale of electricity or renewable energy resources ("Regulatory Event") results in new or increased costs or tariffs to the Supplier, as determined in its reasonable discretion, Supplier may implement the change in pricing necessary to accommodate the impact of the change, which shall be effective on the invoice for the date that coincides with the next Monthly Billing Cycle. In such event, Customer agrees that it shall be bound by the new pricing set forth in the written notice described in the foregoing provision.

10. Assignment

This Agreement shall be binding on each Party's successors and permitted assigns. Customer shall not assign its rights and/or obligations under this Agreement without the prior written consent of Supplier. Supplier may assign, subcontract or delegate all or any part of Supplier's rights and/or obligations under this Agreement without consent from Customer.

11. Environmental Disclosure

This Agreement incorporates the information provided to Customer or made available to Customer at Supplier's website (www.Dynegy.com) regarding the approximate generation resource mix and environmental characteristics of electricity supply.

12. Dispute Resolution

In the event of a dispute concerning the observance or performance of any of the terms or conditions herein, and the Parties are not otherwise able to resolve such dispute within thirty (30) days after notice, the Parties agree the dispute shall be resolved by arbitration in accordance with the rules and regulations established by the American Arbitration Association ("AAA"). Any decision rendered by the AAA shall be final and binding, and judgment may be entered by any court of competent jurisdiction.

13. Miscellaneous

The validity, interpretation and performance of this Agreement shall be governed by and performed in accordance with the laws of the state. This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes and extinguishes any and all prior oral or written agreements between the parties concerning the subject matter of this Agreement. This Agreement may only be modified or amended through a written document signed by both parties. Except as otherwise set forth in this Agreement, failure or delay on the part of Supplier to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

14. Customer Service

For questions about this Agreement, electric supply charges, or a change in Customer name, please contact our Customer Care Department by calling toll-free or by e-mail at the information found on Exhibit A. **IN THE EVENT OF AN EMERGENCY, POWER OUTAGE, OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR UTILITY.**

15. Customer Information

Customer authorizes Supplier to receive current and historical energy billing and usage data from the Utility and such authorization shall remain in effect during the entire Term unless Customer rescinds such authorization in writing. Supplier is prohibited from disclosing Customer's social security number and/or account number(s) without Customer's consent except for Supplier's own collections and credit reporting, participation in programs funded by the universal service fund or assigning a customer contract to another commercial retail electric service provider.

Legal Disclosure

Section 454.90 of the Public Utilities Act (220 ILCS 5/16 – 115C) requires all agents, brokers and consultants engaged in the procurement or sale of electricity supply for third parties to: a) Disclose in plain language in writing the nature of the services offered by the ABC; b) Disclose in plain language in writing to all persons it solicits the total anticipated remuneration to be paid to it by any third party over the period of the proposed underlying customer contract. Any such disclosure must be made prior to entering into the contract and signed by the customer; c) Not hold itself out as independent or unaffiliated with any RES, or both, or use words calculated to give that impression, unless the person or entity offering service under this Section 16-115C of the Act has no contractual relationship with any RES or its affiliates regarding retail electric service in Illinois; d) Not utilize false, misleading, materially inaccurate, defamatory, or otherwise deceptive language or materials in the soliciting or providing of its services; e) Maintain copies of all marketing materials disseminated to third parties for a period of not less than three years; f) Maintain copies of all disclosure statements required in subsections (a) and (b) for a period of not less than three years; g) Not present electricity pricing information in a manner that favors one supplier over another, unless a valid pricing comparison is made utilizing all relevant costs and terms; and h) Comply with the requirements of Sections 2EE, 2FF, 2GG, and 2HH of the Consumer Fraud and Deceptive Business Practices Act [815 ILCS 505/2EE, 2FF, 2GG, and 2HH].

Rock River Energy Services, Company' (RRESC) helps customers (ComEd or Ameren Illinois Utilities) lower their electrical energy costs. RRESC obtains bids on behalf of customers from Illinois Commerce Commission (ICC) approved third party suppliers. The bid(s) are then forwarded to the customers for acceptance or rejection. Customers are under no obligation to accept the bid(s) presented by RRESC on behalf of the third party suppliers. RRESC agents are not employed by ComEd or Ameren and receive no remuneration from ComEd or Ameren.

There are no contracts or other written obligations between RRESC and the Customer. As such, each Customer is under no binding obligation to RRESC. RRESC does not solicit bids from all ICC listed suppliers, and we do not discourage our customers from independently soliciting additional bids on their own behalf from suppliers not engaged by RRESC. Any contracts signed are between the Customer and the Third Party Power Supplier. RRESC does not express opinions as to the quality of the supplier contracts.

Unless otherwise stated in an attachment to this disclosure, RRESC is paid a fee of \$0.002 per kilowatt hour, (two mills per Kwhr) by the 3rd party supplier customer contracted by the customer. We are aware of no other agent, broker or consultant that charges a lower fee for accounts of your size. Many charge a significantly higher fee.

The customer can calculate RRESC's total remuneration for the term of the contract by multiplying the fee stated in the body of this document by the total contracted Kwhrs.

RRESC believes the rates that it submits to its customers are competitive. In RRESC's opinion, the fee is more than offset by the value of our services. Many suppliers are willing to lower their margin if the account was not originated by their own sales force. As a result, some of the supplier's internal costs are avoided. The volume generated by our customer base also helps keep the suppliers' margins to a minimum.

Any information given to us by customers is confidential and is distributed only to those suppliers that are engaged by the RRESC.

Please acknowledge receipt of this disclosure by your signature and fax to RRESC at 815-732-2802. Thank you.

Customer Signature



Date

5-29-18

Company City of Dekalb