

**RESOLUTION NO. 2019-08 Approved: April 2, 2019**

**A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT OR HER DESIGNEE TO APPROVE A CONTRACT WITH THE LOWEST COST ELECTRICITY PROVIDER FOR A PERIOD UP TO 36 MONTHS.**

**WHEREAS** the Village of Maple Park ("The Village") is a municipality in accordance with the Constitution of the State of Illinois of 1970; and,

**WHEREAS**, on January 2, 2007, the State of Illinois implemented a plan to deregulate Commonwealth Edison; and,

**WHEREAS**, as a result of this deregulation, electricity may be purchased based on market price and Commonwealth Edison, will no longer be the sole supplier of electricity in Northern Illinois, resulting in new electricity suppliers being able to compete against Commonwealth Edison, and competitive market forces dictating the price of electricity; and,

**WHEREAS**, municipalities across the State now look to enter the market to purchase electric power in order to mitigate some of the economic impact of rising rates, which, on a practical basis, can best be accomplished by using a third party who will serve as a broker for the municipalities and has the knowledge and experience to seek bids from the various electricity providers; and,

**WHEREAS**, the Village of Maple Park has selected the Progressive Energy Group (PEG) to serve as the Village's broker relative to the acquisition of electrical energy due to PEG municipal experience; and,

**WHEREAS**, there is no cost to join PEG and no fees will be paid to PEG. PEG acts as a broker by the supplier. The broker fee is embedded in the price that will be presented to/paid by the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES FOR THE VILLAGE OF MAPLE PARK, WILL COUNTY, ILLINOIS, AS FOLLOWS:**

- Section 1.** That Progressive Energy Group (PEG) has been appointed the Village's broker for purposes of obtaining electricity supply for the Village's municipal needs.
- Section 2.** That the Village President or her designee is authorized to discuss and negotiate energy rates directly with suppliers in an effort to secure lower energy costs for the Village of Maple Park.
- Section 3.** That in light of the time constraints and procedures required, applicable to the acceptance of a competitive bid for a supply of electricity, once the bids are received by PEG, the Village President or her designee is hereby authorized to sign the contract with the lowest bidder, provided the bid is at a rate that is less than the rate available from Commonwealth Edison.
- Section 4:** The Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form, as provided by law.

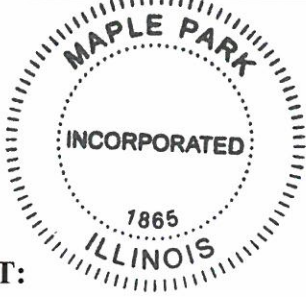
**PASSED** by the Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois at its regular Board meeting held on **April 2, 2019**.

Ayes: Dries, Harris, Higgins, Shaver, Dalton

Nays: None

Absent: Fahnestock

(SEAL)



*Kathleen Curtis*

\_\_\_\_\_  
Kathleen Curtis, Village President

**ATTEST:**

*Elizabeth Peerboom*

\_\_\_\_\_  
Elizabeth Peerboom, Village Clerk



# Attachment A-1: Product and Pricing Summary

Customer Identifier: Village of Maple Park  
 Utility/EDC: ComEd - IL  
 No. of Service Location(s): 3

### Offer Information

Offer Generation Date: 3/27/2019  
 Offer Expiration Time: 3/29/2019 5:00 PM CPT  
 Billing Method: Single Bill - Supplier Consolidated Billing  
 Days to Pay: 45  
 Product Name: Fixed Price All Inclusive  
 Earliest Anticipated Start Date\*\*: 5/29/2019  
 Term: 36 Months  
 \*\*Reference pg. 2 for Service Location-specific Anticipated Start Date(s)

### Pricing Details

Energy Price

0.05509

\$/kWh


### Pricing Notes

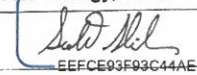
Energy Price Includes	Component Details
✓ Energy	Included in Energy Price.
✓ Capacity	Included in Energy Price.
✓ Transmission	Included in Energy Price.
✓ Energy Losses	Included in Energy Price.
✓ Ancillaries	Included in Energy Price.
✓ RPS	Included in Energy Price.

Offercode: 900264053B1600477

### Additional Terms

Applicable only to the Service Location(s) served under this Attachment A-1.  
 The General Terms and Conditions and Exhibit A most-recently executed between the parties on or prior to the date hereof are hereby incorporated herein by reference and become a part of, and govern, this Attachment A-1. The pricing on this Attachment A-1 does not include any EDC or otherwise non-bypassable charge or any applicable (and not expressly included) tax.

DocuSigned by: Village of Maple Park  
  
 ECC5A765E66547C...  
 Customer Signature  
 Kathleen Curtis  
 Name (Print)  
 Village President  
 Title  
 4/3/2019  
 Date

AEP Energy Inc. by:  
  
 EEFC93F93C44AE...  
 Signature  
 Scott D. Slsher  
 Name  
 Chief Solutions Officer  
 Title  
 4/9/2019  
 Date



Customer Identifier: Village of Maple Park  
 Offercode: 90054933100017

Estimated Customer Usage Table (MWh)

No.	Account Number	Service Location Address	Bill Cycle No.	Anticipated Start Date	Anticipated End Date	PLC as of 6/1/2016 (MW)	PLC as of 6/1/2016 (MW)	NSPL as of 6/1/2016 (MWh)	Estimated Customer Usage Table (MWh)												
									Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1	079815202	225 Pearl St	20	5/29/2019	5/29/2022	10,736	28,387	27,69	18,607	17,282	18,801	16,082	12,696	11,242	10,815	11,993	11,146	13,760	16,311	18,771	177,837
2	162008021	17451 Maple Park Rd	20	5/29/2019	5/29/2022	4,4271	22,956	23,91	13,431	13,160	10,779	9,559	8,452	9,103	10,238	10,064	8,148	7,410	10,161	11,450	121,905
3	049812046	101 Dekalb Dr	20	5/29/2019	5/29/2022	0,6892	1,455	1,51	763	811	4,148	557	734	707	574	528	524	573	560	702	11,182
<b>Total</b>									32,802	31,253	33,729	26,147	22,182	21,353	21,628	22,565	18,818	21,773	27,032	30,922	310,925



## Exhibit A to Master Energy Purchase Agreement – Electric Commodity Sales (Ex. A v.09.17.18)

The following details of this Exhibit A (this "Exhibit A") to the Master Energy Purchase Agreement – Electric Commodity Sales (the "Master Agreement") shall, upon execution, become part of and be governed by the terms of the Master Agreement (the Master Agreement, together with this Exhibit A and any Attachment(s) hereto, to be hereinafter referred to collectively as the "Agreement") and be dated and effective as of March 28, 2019. Capitalized terms not otherwise defined in this Exhibit A shall have the meaning ascribed to such terms in the Master Agreement.

**Nature of Purchase and Sale Obligation:** AEP Energy shall sell to Customer, and Customer shall purchase from AEP Energy, Customer's full usage requirements of Retail Energy at Customer's facilities based upon the retail electric energy requirements of the Service Location(s) listed on the relevant Attachment A-1.

**Retail Energy Pricing:** Customer's total monthly invoice may be itemized by the various costs associated with the functions specific to Retail Energy supply and delivery in the EDC service territory listed in the relevant Attachment A-1. The itemized costs shall be determined by the executed Attachment(s) hereto and as described in the Definitions of Terms below. The below Energy Price or Default Energy Price, as applicable, does not include any EDC or otherwise non-bypassable charges for services under the applicable electric rate tariff or any applicable (and not expressly included) taxes.

**Term:** AEP Energy shall use reasonable efforts to begin supplying Retail Energy to Customer (the "Commencement Date") under the relevant Attachment A-1 (a) upon the meter read date that is estimated to be on or around the Anticipated Start Date specified in the relevant Attachment A-1, and (b) after AEP Energy receives confirmation that the EDC has completed its processing and has accepted the delivery service request; provided, however, that in no event shall the Commencement Date be fewer than three (3) calendar days following the Offer Expiration Time set forth in the relevant Attachment. AEP Energy shall not be liable for any lost savings or lost opportunity as a result of a delay in the Commencement Date. This Exhibit A shall remain in effect from the date hereof and the relevant Term shall continue concurrently with any Attachment A-1 then in effect, unless sooner terminated under the Agreement.

### Definitions of Terms:

**The following terms are applicable to all products; however, charges shall only be itemized if prescribed in the relevant Attachment A-1 and shall be calculated as prescribed in such Attachment A-1:**

**Energy Losses:** Energy losses are costs associated with the delivery of the Retail Energy as prescribed in the applicable transmission and distribution tariffs and are incurred based on the difference between EDC metered volumes and settlement volumes provided by the Regional Transmission Organization (RTO).

**Capacity:** The capacity peak load contribution (PLC) is determined and provided by the EDC for each of Customer's EDC account number(s). Capacity obligations are administered by the applicable RTO and determined for Customer using its PLC and applicable rates.

**Transmission:** Unless the EDC is responsible for transmission service, AEP Energy shall act as Customer's agent for securing and managing Customer's transmission service during the term of the Agreement. The network service peak load (NSPL) contribution is determined and provided by the EDC for each of Customer's EDC account number(s). The Network Integration Transmission Service (NITS) or transmission obligations are administered by the applicable RTO and determined for Customer using its NSPL and applicable rates.

**Ancillary Services:** Ancillary services costs include all other applicable RTO and Open Access Transmission Tariff (OATT) charges not otherwise included in this Exhibit A.

**RPS:** Renewable Portfolio Standards (RPS) are a regulation that requires the increased production of energy from renewable energy sources. RPS requirements shall be based upon renewable compliance charges, including costs associated with meeting renewable portfolio standards and all other environmental and renewal program compliance standards at the levels required under applicable law by the EDC or by state or federal regulatory agencies. To the extent the below Energy Price or Default Energy Price, as applicable, does not include all applicable RPS requirements, the RPS will be based on AEP Energy's incurred costs and billed as a separate line item.

**The following terms are applicable to certain products (as indicated in the relevant Attachment A-1); however, charges shall only be itemized if prescribed in the relevant Attachment A-1 and shall be calculated as prescribed in such Attachment A-1:**

**Energy Price:** The Energy Price shall be determined by AEP Energy using Customer's actual and estimated historical and forecasted load data, which is considered representative of the Service Location(s)' anticipated Retail Energy requirements for the term. The Energy Price is set forth in the Attachment A-1 and applies to all Retail Energy covered under the relevant Attachment A-1, including any unmetered lighting volumes.

**Summer Price:** Summer pricing applies to the June meter read, as defined by the applicable EDC Meter Bill Group, and the next three (3) consecutive full meter reading periods.

**Non-Summer Price:** Non-summer pricing applies to all other meter reading periods not defined under Summer Price.

**On-Peak Price:** On-peak pricing shall apply to all usage from Monday through Friday, excluding North American Electric Reliability Corporation (NERC) holidays, from Hour Ending (HE) 0800 Eastern Prevailing Time (EPT) through HE 2300 EPT.

**Off-Peak Price:** Off-peak pricing applies to all usage in hours not defined under On-Peak Price.

**Metering Changes:** If after execution of the Attachment A-1, meters capable of measuring hourly (i.e., interval meters) electric usage are installed, AEP Energy may, in its sole discretion and using commercially reasonable assumptions, revise the Energy Price set forth on Attachment A-1 in order to reflect the financial impact occasioned by the new metering.

**The following terms are applicable to certain index-based price products (as indicated in the relevant Attachment A-1); however, charges shall only be itemized if prescribed in the relevant Attachment A-1 and shall be calculated as prescribed in such Attachment A-1:**

**Default Energy Price:** The Default Energy Price shall be based upon the applicable RTO EDC day ahead hourly locational marginal price (LMP) plus a Default Index Adder.

**Default Index Adder:** The Default Index Adder shall be specified in Attachment A-1. Specific to the Default Index Adder, On-Peak and Off-Peak shall be defined according to the hours as specified in On-Peak Price and Off-Peak Price defined above.

**FRCQ:** As an alternative to the Default Energy Price, the Parties may designate a price for a block of the Retail Energy supply (the Firm Rate Contract Quantity or "FRCQ") for the Service Location(s) located within the EDC service territory. In the case of an On-Peak and Off-Peak FRCQ, On-Peak and Off-Peak shall be defined as according to NERC. The FRCQs are listed in Attachment A-1.

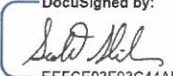
**Excess Usage Charge:** Usage above the FRCQ shall be billed at the Default Energy Price.

**Shortfall Charge (Credit):** In cases where Customer's usage is less than the FRCQ (Shortfall), Customer's shortfall kWhs shall be invoiced as a credit or debit, as applicable, at the block Energy Price less the applicable RTO EDC day ahead hourly locational marginal price (LMP).

**State Disclosure(s):** The following provisions apply only to Service Locations located in the relevant state(s). AEP Energy's Illinois license was granted in Order No. 09-0147, Pennsylvania license number is A-2009-2132755, and New Jersey license number is ESL-0160. The District of Columbia Public Service Commission's telephone number is (202) 626-5100 and website address is [www.dcpsc.org](http://www.dcpsc.org) and Office of the People's Counsel's telephone number is (202) 727-3071 and website address is [www.opc-dc.gov](http://www.opc-dc.gov). The Maryland Public Service Commission's toll-free telephone number is (800) 492-0474 and website address is [www.psc.state.md.us/intranet/home.cfm](http://www.psc.state.md.us/intranet/home.cfm). The New Jersey Board of Public Utilities Division of Consumer Relations' toll-free telephone number is 1-800-624-0241. Applicable to Service Locations in Ohio: Customer has the right to request from AEP Energy twice within a twelve (12) month period up to twenty-four (24) months of Customer's payment history without charge; Customer may be charged switching fees by the EDC.

IN WITNESS WHEREOF, each of the Parties has caused this Exhibit A to be executed by a duly authorized representative, who, by applying his or her signature, represents and warrants full right, power, and authority to sign on behalf of the relevant Party named below, effective as of the date first written above.

**AEP Energy, Inc.**

DocuSigned by:  
  
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Signature: \_\_\_\_\_

Name: Scott D. Slisher

Title: Chief Solutions Officer

**Customer:**

**Village of Maple Park, Illinois**

DocuSigned by:  
  
FCC5A765F68547C...

Signature: \_\_\_\_\_

Name: Kathleen Curtis

Title: Village President



## Master Energy Purchase Agreement – Electric Commodity Sales

(Commercial GTC v.12.11.17)

This Master Energy Purchase Agreement – Electric Commodity Sales, which comprises the below General Terms and Conditions (the “General Terms and Conditions”) dated and effective as of March 28, 2019 and all attachments and exhibits hereto, including any Attachment A-1 (each, an “Attachment” and collectively, this “Agreement”), is entered into by and between AEP Energy, Inc. (“AEP Energy”) and Village of Maple Park, Illinois (“Customer”) (each of AEP Energy and Customer referred to individually as a “Party” and collectively as the “Parties”) and is intended to govern the purchase and sale of Retail Energy (as hereinafter defined) between the Parties for Customer’s account(s) (which may include non-metered lighting accounts) specified on the relevant Attachment (each, a “Service Location”).

### General Terms and Conditions

#### **I. PURCHASE AND SALE OF RETAIL ENERGY**

During the relevant Term (as hereinafter defined), AEP Energy shall sell to Customer the generation portion of its retail electric requirements at each Service Location, and Customer shall exclusively purchase from AEP Energy, all of its retail electric generation supply requirements at its Service Location(s) (the “Retail Energy”), the terms and conditions of which are described in the relevant Attachment(s) hereto. The Retail Energy shall be provided to Customer’s relevant electric distribution company, which shall be specified in each Attachment (“EDC”), and transmission system interconnection point (each, a “Delivery Point”). The EDC is responsible for delivery of the Retail Energy to the Service Location(s) at and from the Delivery Point. The delivery and metering of the Retail Energy is subject to the applicable terms and conditions of the EDC. Customer designates AEP Energy as an authorized recipient of Customer’s account, billing, and historical and ongoing usage information and consents to the disclosure by each EDC to AEP Energy of certain basic information about Customer, including: account number, meter number, meter read data, rate class, billing and payment information, account name, service address, billing address, and telephone number. Customer is solely responsible for payment of all charges or costs related to the EDC’s delivery or distribution of the Retail Energy and other services.

The Retail Energy pricing specified in the relevant Attachment is determined by AEP Energy using Customer’s actual and estimated historical and forecasted load data, which is considered representative of the Service Location(s)’ anticipated Retail Energy requirements for the Term, and applies to all Retail Energy covered under the relevant Attachment, including any unmetered lighting volumes.

#### **II. BILLING AND PAYMENT**

**A. General Billing and Payment Terms:** AEP Energy shall provide monthly invoices related to the sold Retail Energy, based on the relevant EDC’s meter read cycle, depending on billing method specified in the relevant Attachment, either (1) as a single bill through utility/EDC consolidated billing (UCB), (2) through supplier consolidated billing (SCB), or (3) as a separate bill from each of AEP Energy and the relevant EDC (Dual Bill). Customer’s total monthly invoice may be itemized by the various costs associated with the functions specific to Retail Energy supply and delivery in the EDC service territory listed in the relevant Attachment. Any itemized costs shall be determined according to the relevant Attachment. AEP Energy reserves the right to convert the Customer invoicing method from time to time. AEP Energy may estimate bills in cases where actual billing determinants are unavailable, and estimated bills shall subsequently be adjusted. Customer shall pay all amounts due according to the instructions on the relevant invoice, within the terms specified in the relevant Attachment. Late payments with respect to amounts due and payable to AEP Energy (including any outstanding late payment charges) shall incur interest charges at a rate of interest equal to one and one-half percent (1.5%) per month or the maximum allowed under applicable law, whichever is less. In any instance where any payment is declined by the issuing institution, Customer shall be assessed a charge of forty-five dollars (\$45) or the maximum allowed under applicable law (whichever is less) per declined payment. Customer shall be liable for all costs incurred by AEP Energy, including attorneys’ fees, in connection with collection and enforcement of its rights on accounts greater than thirty (30) calendar days past due.

**B. Invoice Disputes and Adjustments:** Customer may, in good faith, dispute in writing the correctness of any invoice rendered under this Agreement with respect

to amounts due to AEP Energy. In event of any such dispute and prior to the due date of the relevant invoice, Customer shall make payment of the undisputed portion of the invoice within the normal terms and deliver to AEP Energy written notice of the dispute, which must include the amount of, and reasonably sufficient basis for, the disputed amount and supporting documentation therefor (the “Notice of Dispute”). During the forty-five (45) calendar days following AEP Energy’s receipt of any Notice of Dispute (the “Dispute Period”), the Parties shall expeditiously and in good faith negotiate to informally resolve any disputed invoice. In accordance with any mutually-agreed written resolution of any such dispute or if the Parties are unable to mutually resolve in writing such dispute before expiration of the Dispute Period, any such disputed amount shall become immediately due and payable (without further notice or demand). AEP Energy may at any time adjust and re-issue any previously-issued invoice to reflect Customer’s actual usage during the billing period covered therein, irrespective of whether Customer had previously paid the previously-issued invoice and irrespective of whether a Party or third party was at fault for the omission of such usage from the previously-issued invoice. Customer will receive credit in re-issued invoices for any amount of the previously-issued invoice that had been paid by Customer. AEP Energy may, at its election, issue a single invoice consolidating multiple billing periods by itemizing the amounts omitted for each billing period at issue.

#### **III. TERM, RENEWAL AND TERMINATION OF AGREEMENT**

This Agreement shall remain in effect from the date hereof and the relevant term shall continue concurrently with any Attachment A-1: Product and Pricing Summary then in effect, unless sooner terminated hereunder (the “Term,” which includes any Holdover Term or Renewal Term (each as hereinafter defined)). AEP Energy shall use commercially reasonable efforts to begin supplying Retail Energy to Customer under the relevant Attachment A-1, (A) upon the available enrollment date that is established by the EDC and estimated to be on or around the Anticipated Start Date specified in the relevant Attachment A-1, and (B) after AEP Energy receives confirmation that the EDC has accepted the delivery service request (the “Commencement Date”); provided, however, that in no event shall the Commencement Date be fewer than three (3) calendar days following execution of the relevant Attachment A-1. AEP Energy shall not be liable for any lost savings or lost opportunity as a result of any delay in the Commencement Date. Following termination or expiration of the relevant Term, AEP Energy may continue to supply Retail Energy to any Service Location on a month-to-month holdover basis, during which this Agreement shall continue (each, a “Holdover Term”). The price payable during any Holdover Term shall be the applicable Regional Transmission Organization (“RTO”) EDC day ahead hourly locational marginal price (LMP) plus an adder of \$0.01 per kWh, and any and all applicable bypassable charges for capacity, transmission, line losses, ancillary services, renewable portfolio standards (RPS), taxes, and all other costs to serve shall be passed through in a commercially reasonable manner to Customer with no additional mark-up. In cases where Customer’s EDC does not provide interval usage data, AEP Energy shall, using commercially reasonable methodologies, estimate the load weighted average of the applicable LMP. Either Party may at any time terminate the Holdover Term and return any Service Location to the EDC without penalty or prejudice.

In the event of termination as provided in this Agreement, all further obligations of the Parties under this Agreement shall terminate without further liability of the Parties, except that the payment by the owing Party of any sums due and owing to the other Party related to performance delivered prior to the termination date, whether or not then invoiced, including any further late payment interest accruing after such termination and any Settlement Amount (as hereinafter defined) Any other obligation or agreement hereunder which by its nature survives, shall survive the termination or expiration of this Agreement, including the Parties’ respective agreements and obligations under the “Confidentiality” and “Title, Indemnification, Warranty, and Limitation of Liability” sections, and shall apply whether in contract, equity, tort, or otherwise. Such termination shall be effective on the next available drop date as established by each EDC. In the event that the EDC’s retail electric supply choice program is terminated or materially changed in any manner prior to

the end of the Term, AEP Energy may terminate this Agreement, without penalty to either Party.

#### IV. CREDIT

Each Party represents that there is no bankruptcy, insolvency, reorganization, receivership, or other similar proceeding pending or being contemplated by it or, to its knowledge, threatened against it. Customer agrees to provide commercially reasonable credit information upon request. Should the creditworthiness or financial responsibility of Customer become unsatisfactory to AEP Energy at any time during the Term, as determined by AEP Energy in its commercially reasonable discretion, AEP Energy may request additional credit information, including financial statements in accordance with the previous sentence, and in addition thereto, require satisfactory security, including a parental guaranty, escrow account, deposit, prepayment, or letter of credit, be provided by Customer. Upon receipt of such request from AEP Energy, Customer shall have five (5) business days to provide the requested information and/or security to AEP Energy.

#### V. EVENTS OF DEFAULT

**A. Definition:** An "Event of Default" shall mean, with respect to the Party to which the following applies (the "Defaulting Party"), the occurrence of any of the following: (1) the failure of such Party to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) business days after written notice and demand of payment; (2) any representation or warranty made by such Party herein being false or misleading in any material respect when made or ceases to remain true (and which (if capable of being excused or remedied) is not remedied within fifteen (15) calendar days after written notice) during any Term; (3) the failure of such Party to perform any material covenant or obligation set forth in this Agreement, including any unexcused failure to deliver or take any quantity of Retail Energy under this Agreement, and such failure is not excused pursuant to Force Majeure (as hereinafter defined) or remedied within fifteen (15) calendar days after written notice; (4) AEP Energy's receipt of notice from the EDC of Customer's termination of supply with AEP Energy; (5) Customer (A) files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization, or similar law, or has any such petition filed or proceeding commenced against it, (B) makes an assignment or any general arrangement for the benefit of creditors, (C) otherwise becomes bankrupt or insolvent (however evidenced), or (D) has a liquidator, administrator, receiver, trustee, conservator, or similar official appointed with respect to it or any portion of its property or assets, regardless of whether such appointment is made in connection with a bankruptcy proceeding or reorganization for the benefit of creditors; or (6) the failure of Customer to provide requested information and/or security or otherwise satisfy the creditworthiness requirements under the "Credit" section.

**B. Suspension and Early Termination:** If an Event of Default occurs, the Party that is not the Defaulting Party (the "Non-Defaulting Party") may, at its option and in its sole discretion, take any one or more of the following actions: (1) suspend its performance under this Agreement; or (2) terminate this Agreement (including any or all Attachments hereunder) by sending written notice to the Defaulting Party. In the event of such suspension or an early termination, Customer shall pay to AEP Energy all amounts owed under this Agreement, including amounts owed for delivered performance, whether or not then invoiced. In the event of such an early termination, the Defaulting Party shall also pay to the Non-Defaulting Party as liquidated damages a termination payment amount (the "Settlement Amount") calculated as follows:

- For purposes of calculating any Settlement Amount, Customer's "Historical Annual Usage" is equal to the number of megawatt hours (MWhs) used by Customer at the terminated Service Location(s) in the preceding twelve (12) months.

- If Customer's Historical Annual Usage is less than or equal to fifty (50) MWhs, the Settlement Amount shall be equal to the number of months remaining in the Term multiplied by ten dollars (\$10). For example, if this Agreement is terminated two (2) months early, two (2) months x ten dollars (\$10) per month = twenty dollar (\$20) Settlement Amount.

- If Customer's Historical Annual Usage is greater than fifty (50) MWhs but less than or equal to two hundred-fifty (250) MWhs, the Settlement Amount shall be equal to the number of months remaining in the Term multiplied by fifty dollars (\$50). For example, if this Agreement is terminated two (2) months early, two (2) months x fifty dollars (\$50) per month = one hundred dollar (\$100) Settlement Amount.

- If Customer's Historical Annual Usage is greater than two hundred-fifty (250) MWhs but less than or equal to five hundred (500) MWhs, the Settlement Amount shall be equal to the number of months remaining in the Term multiplied by one hundred-fifty dollars (\$150). For example, if this Agreement is terminated two (2) months early, two (2) months x one hundred-fifty dollars (\$150) per month = three hundred dollar (\$300) Settlement Amount.

- If Customer's Historical Annual Usage is greater than five hundred (500) MWhs, the Settlement Amount shall be equal to (a) if Customer is the Defaulting Party, the greater of (1) Retail Margin, plus Supply Termination Costs, plus Enforcement Costs or (2) zero or (b) if AEP Energy is the Defaulting Party, the greater of (1) Retail Market Value, minus Contract Value, plus Enforcement Costs or (2) zero.

As used herein, the following terms shall have the following meanings:

"Contract Value" means the amount that would have been owed by Customer related to the Remaining Performance (as hereinafter defined) pursuant to the applicable Attachment(s).

"Enforcement Costs" means any attorneys' fees, expenses, and costs incurred by the Non-Defaulting Party in connection with enforcing its rights under this Agreement.

"Retail Margin" means the amount of AEP Energy's forecasted retail margin under this Agreement, allocable to the Remaining Performance.

"Retail Market Value" means what Customer is actually paying, so long as no more than is commercially reasonable, related to the Remaining Performance.

"Remaining Performance" means the amount of Retail Energy expected to be supplied by AEP Energy during the remainder of the relevant Term had it not been terminated early.

"Supply Termination Costs" means any loss or cost that AEP Energy accrues in reallocating, terminating, or liquidating any portion of any energy supply contract, hedge, or related trading position or arrangement held by or for AEP Energy, or in avoiding any cost, in the case of any cost component (e.g., capacity or transmission), related to the Remaining Performance.

The Non-Defaulting Party shall calculate the Settlement Amount in its commercially reasonable discretion, including, where applicable, its estimates of market prices and forward market prices. Such Settlement Amount calculation shall be made available to the Defaulting Party upon written request. The Settlement Amount shall be paid by the Defaulting Party to the Non-Defaulting Party within five (5) business days after notice of the Settlement Amount due and owing to the Non-Defaulting Party. The Parties acknowledge and agree that the Settlement Amount constitutes a reasonable approximation of harm or loss, is a fair and reasonable method of estimating damages that a Party will suffer or incur in such a case in the light of the anticipated or actual harm caused by the termination or suspension, the difficulties of proof of loss, and the inconvenience or non-feasibility of otherwise obtaining an adequate remedy, and is not a penalty or punitive in any respect but is reasonable compensation for a Party's damages.

#### VI. SERVICE LOCATION CLOSURE

Customer shall provide AEP Energy at least thirty (30) calendar days' prior written notice prior to terminating supply at any Service Location, including as a result of ceasing operations at such Service Location, closing any Service Location, or the sale of any Service Location to an unrelated third party. Customer shall be responsible for payment of damages incurred by AEP Energy, if any, relating to or arising from any such removal. Such damages shall be calculated in the same manner as the Settlement Amount as if Customer is the Defaulting Party. The Parties acknowledge and agree that the pricing included in the relevant Attachment reflects, among other factors, Customer's expected usage and EDC-specific pricing under such Attachment. In the event that Customer does not pay AEP Energy for related damages owed in accordance with this section, AEP Energy reserves the right to adjust, in its commercially reasonable discretion, the pricing for any remaining Service Location(s) based on the remaining estimated usage. The Parties' obligations under this Agreement will continue in full force and effect for any remaining Service Locations on the relevant Attachment.

#### VII. RELATIONSHIP OF PARTIES

The relationship between the Parties is that of independent contractors for the sale and purchase of Retail Energy, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership, other joint undertaking, or any other relationship or imposes a trust or partnership duty, obligation, or liability on either Party. AEP Energy is not acting as Customer's consultant or advisor, including not providing, promoting, or offering advice regarding "commodity interests," as defined for purposes of the U.S. Commodity Exchange Act and the rules promulgated thereunder. Customer shall not rely on AEP Energy in evaluating the



advantages or disadvantages of any specific product or service, predictions about savings, future energy prices, or any other matter. Customer should be advised that the EDC's standard offer service rates generally change from time to time and therefore AEP Energy does not provide any guarantee of savings in comparison to the EDC's standard offer service rates. If Customer received price comparison(s) in connection with this Agreement, by entry into this Agreement, Customer understands and agrees that it has been informed, prior to its entry into this Agreement, that no guarantee of savings is being provided. If a property management company or agent ("Agent") is acting and executing on behalf of the owner of any Service Location (the "Owner"), Agent represents and warrants that it has the full and complete authority to execute and bind the Owner to this Agreement and that the term of such granted authority from the Owner does not expire or terminate prior to the end of the Term. If an agent, broker, or consultant ("ABC") is involved in any transaction hereunder, Customer agrees and acknowledges that such ABC is an agent of Customer during such sales process and may receive a commission to be paid by AEP Energy from payments received from Customer hereunder.

#### VIII. ASSIGNMENT

This Agreement shall be binding on and inure to the benefit of each Party's successors and permitted assigns. Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, that without such consent, either Party may assign its rights and obligations under this Agreement to an affiliate or transfer this Agreement to any successor acquiring all or substantially all of the assets of such Party, so long as with respect to Customer, such affiliate or successor, as applicable, (A) is reasonably determined by AEP Energy to be of similar or greater credit quality as compared to Customer and able to perform Customer's obligations hereunder and (B) delivers such enforceability assurances as AEP Energy reasonably requests.

#### IX. FORCE MAJEURE

Neither Party shall be required to perform or fulfill its obligations (other than such Party's obligation to make payment(s) then due or becoming due with respect to delivered performance prior to the Force Majeure event) under this Agreement so long as and to the extent a Party (the "Claiming Party") is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement and such Claiming Party gives notice to the other Party as soon as practicable. "Force Majeure" shall mean an event or circumstance that (A) prevents the Claiming Party from performing its obligations; (B) cannot be reasonably overcome or avoided; (C) is beyond the Claiming Party's reasonable control; and (D) does not result from the Claiming Party's fault, negligence, or particular economic circumstances, including acts of God; landslides; lightning; fire; storms or storm warnings; flood; weather related events affecting an entire geographic region, such as low temperatures that cause failure of transmission or distribution systems; terrorism; sabotage; breach by the EDC; interruption and/or curtailment; earthquake; war; riot; or requirements, actions, or failure to act on the part of governmental authorities, including actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. If the Force Majeure continues for a period in excess of thirty (30) calendar days, the non-Claiming Party may terminate this Agreement by providing the other Party written notice of the early termination, without such termination constituting an Event of Default.

#### X. CHANGE IN LAW

In the event that any new, or any change in any existing, statute, rule, regulation, order, or other law, or procedure, tariff, rate class, or other process, charge, or event, including any change in any formula rate calculation, or any change in any interpretation or application of any of the foregoing, promulgated by any governmental authority, EDC, Independent System Operator, RTO, or other regulated service provider ("Change in Law"), materially alters to the detriment of AEP Energy its costs to perform or its economic returns under this Agreement, AEP Energy may pass through such cost or economic effect to Customer to eliminate the impact of such Change in Law, and all other terms and conditions of this Agreement shall remain in full force and effect. For the purposes of a Change in Law, "material" means a change that results in an increase in the relevant Retail Energy pricing under the relevant Attachment A-1 for the remainder of the relevant Term by \$0.10 per MWh or more.

#### XI. FORWARD CONTRACT

The Parties agree that (A) this Agreement constitutes a "forward contract" within the meaning of Section 101(25) of Title 11 of the United States Code (as amended, the "Bankruptcy Code"), and for all purposes under the Bankruptcy Code; (B) AEP Energy constitutes a "forward contract merchant" within the meaning of Section 101(26) of the Bankruptcy Code and for all purposes under the Bankruptcy Code; (C) AEP Energy is acting as a "forward contract merchant" in connection with this Agreement; and (D) all payments made by Customer to AEP Energy hereunder shall constitute "settlement payments" within the meaning of Section 101(51A) of the Bankruptcy Code and for purposes of all forward contract provisions in the Bankruptcy Code.

#### XII. CONFIDENTIALITY

Except as referenced below, both Parties agree to keep confidential the terms and conditions of this Agreement and each proposed or consummated transaction hereunder, including price, product specifications, and quantity information, except for any required disclosure to any regulatory body, governmental entity, or agency having jurisdiction, any disclosure reasonably necessary to enforce the terms of this Agreement, or any disclosure to any accountant, attorney, or other professional acting on behalf of or representing the receiving Party, any ABC, or any affiliated or third party agent, advisor, or contractor implementing this Agreement or the purposes hereof. Notwithstanding anything herein to the contrary, the Parties acknowledge that Customer must comply with the Illinois Freedom of Information Act (5 ILCS 140).

#### XIII. INDEMNIFICATION, WARRANTY, AND LIMITATION OF LIABILITY

AEP Energy shall have responsibility for, and assume any liability, damages, or losses (each, a "Liability") with respect to, and shall defend, indemnify, and hold harmless Customer against all claims and liabilities, including attorneys' fees, (collectively, "Claims") arising from, the Retail Energy prior to its delivery to the relevant Delivery Point, and Customer shall have responsibility for, and assume any Liability with respect to, and shall defend, indemnify, and hold harmless AEP Energy against all Claims arising from, the Retail Energy at and after the relevant Delivery Point, in each case, with respect to each Party, except to the extent such Claims and/or Liabilities arise out of the indemnified Party's negligence or breach of this Agreement. AEP Energy warrants title to all Retail Energy at the Delivery Point delivered hereunder and sells such Retail Energy to Customer free from liens and adverse claims. THIS IS AEP ENERGY'S ONLY WARRANTY CONCERNING THE RETAIL ENERGY PROVIDED HEREUNDER AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR OTHERWISE. EXCEPT AS PART OF ANY PAYMENT OF THE SETTLEMENT AMOUNT IN ACCORDANCE WITH THE TERMS HEREOF, NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. NOTWITHSTANDING WHETHER THE RETAIL ENERGY SOLD HEREUNDER MEETS THE DEFINITION OF A "GOOD" UNDER THE APPLICABLE UNIFORM COMMERCIAL CODE OF THE GOVERNING LAW, THE PARTIES AGREE THAT ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE SHALL APPLY TO THE TERMS OF THIS TRANSACTION AS IF THE RETAIL ENERGY SOLD HEREUNDER WERE A "GOOD."

#### XIV. NOTICES

Any notice served hereunder from AEP Energy to Customer shall be in writing and sent to any of Customer's billing or notice address or email address specified in writing by Customer from time to time, the address of any Service Location, or the address to which bills are sent to Customer. Any notice served hereunder from Customer to AEP Energy shall be in writing and shall be delivered to AEP Energy, Inc., Attn: Legal Department, 225 West Wacker Drive, Suite 600, Chicago, IL 60606 or such other address specified in writing by AEP Energy from time to time as the notice address. In the absence of proof of actual receipt, when required, notice shall be deemed to have been received (A) if by email, on the close of the business day on which it was transmitted, (B) if by courier, on the business day after the designated delivery date, or (C) if by first class mail, on the third (3<sup>rd</sup>) business day after U.S. Postal Service postmark date or the date of deposit in the U.S. mail, as established by business records or any other commercially reasonable evidence. Customer shall be responsible for communicating to AEP Energy any changes to Customer's billing, notice, or email address, ownership, business name, telephone number, contact person, or meter number(s) as soon as practicable. Customer

affirms its agreement that AEP Energy and entities calling on AEP Energy's behalf may make calls to the number(s) Customer has provided, or will provide during the Term, regarding Customer's account(s), including about amounts due. By providing AEP Energy Customer's email address, Customer agrees to receive notices electronically, where permitted under applicable law.

**XV. GOVERNING LAW, VENUE, AND WAIVER OF JURY TRIAL**

This Agreement, with respect to any Service Location, shall be governed by, and construed and enforced in accordance with, the laws of the state where such Service Location is located, without regard to its choice of law provisions.. 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 DeKalb County, Illinois. The Parties agree not to raise, and waive, any objections or defenses based upon venue or forum non conveniens. THE PARTIES HEREBY IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY SIZE.

**XVI. SEVERABILITY**

If any provision in this Agreement is determined or rendered void, unlawful, or otherwise unenforceable for any reason whatsoever, the remaining provisions shall remain in force and shall not otherwise be affected. The rights and remedies of the Parties under this Agreement and at law are cumulative.

**XVII. ENTIRE AGREEMENT, AMENDMENT, AND MISCELLANEOUS**

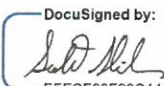
This Agreement sets forth all understandings between the Parties regarding the subject matter hereof, and any prior contracts, understandings and representations, whether oral or written, relating to such subject matter are merged into, and superseded by, this Agreement. No waiver, alteration, amendment, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each Party. No course of dealing or performance or failure to enforce shall be deemed to constitute an amendment hereto. This Agreement constitutes a master agreement under which one or more Attachment(s) may be executed for the purpose of designating Retail Energy supply, respectively, with respect to the Service Location(s) listed on the relevant Attachment. Any General Terms and Conditions or Attachments executed pursuant to this Agreement by the Parties after the date hereof shall become a part of this Agreement, or replace in its entirety any previously-executed similar version. In the event of a conflict between the terms of the General Terms and Conditions and any Attachment, the terms of any Attachment shall govern and take precedence. The words "include" and "including" shall be deemed to be followed by the phrase "without limitation." The language in all parts of this Agreement shall in all cases be simply construed according to its fair meaning and not strictly for or against either Party. This Agreement is effective only upon Customer's execution and AEP Energy's subsequent execution or performance of this Agreement.

**XVIII. COUNTERPARTS AND ELECTRONIC SIGNATURES**

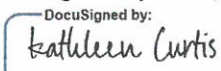
This Agreement may be executed in one or more counterparts, each of which shall be considered an original, all of which together shall constitute one and the same agreement, and any of which may be executed and evidenced by signature transmitted by email or other electronic means as though it were an original. In accordance with the federal Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Section 7001 et seq., the Parties hereby agree that they may execute this Agreement using electronic means including the use of electronic signatures by the Parties, which the Parties agree shall have the full force and legal effect as if the electronic signatures were traditional hand-written signatures.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized representative, who, by applying his or her signature, represents and warrants full right, power, and authority to sign on behalf of the relevant Party named below, effective as of the date first written above.

**AEP Energy, Inc.**

DocuSigned by:  
  
 Signature: \_\_\_\_\_  
 Name: Scott D. Slusher  
 Title: Chief Solutions Officer  
 Date: 4/3/2019

**Customer: Village of Maple Park, Illinois**

DocuSigned by:  
  
 Signature: \_\_\_\_\_  
 Name: Kathleen Curtis  
 Title: Village President  
 Date: 4/3/2019

Billing Information:		Contract Notice Information:	
Address 1:	302 Willow St. Maple Park, IL 60151	<input checked="" type="checkbox"/> Same as Billing Information	
Address 2:	PO Box 220		
Attn:	Village Clerk		
Telephone:	815-827-3309		
Email:	epeerboom@villageofmaplepark.com		
How would you like to receive your invoices (if billed by AEP Energy)? (Please choose at least one):		<input type="checkbox"/> Email (Recommended) <input checked="" type="checkbox"/> Paper Bill	