
Aggregation Program Agreement

By and Between

The Village of La Grange and FirstEnergy Solutions Corp.

This Aggregation Program Agreement is entered into as of this 16th day of April, 2013 ("**Agreement**"), by and between the Village of La Grange ("Village"), an Illinois municipal corporation, and **FirstEnergy Solutions Corp.**, ("**Vendor**"), an Ohio corporation with an office located at 20 Tara Trail, Highland, Illinois 62249. **Vendor** and the Village of La Grange are sometimes hereinafter referred to individually as a "Party" or collectively as the "Parties".

WITNESSETH

WHEREAS, Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92, authorizes the corporate authorities of a municipality to establish a program to aggregate electrical loads of residential and small commercial retail customers and to solicit bids and enter into service agreements to facilitate the sale and purchase of electricity and related services for those electrical loads ("**Aggregation**"); and

WHEREAS, pursuant to the Act, municipalities may, if authorized by referendum, operate an Electricity Aggregation Program as an "opt-out" program that applies to all residential and small commercial retail electrical customers who do not affirmatively choose not to participate; and

WHEREAS, the residents of the Village approved a referendum at the November 6, 2012 general election authorizing the establishment of an "opt-out" Aggregation Program in the Village pursuant to the Act; and

WHEREAS, a Request for Proposals was issued on February 22, 2013; and

WHEREAS, Vendor is an ARES registered with and certified by the ICC and was identified as the lowest responsible bidder pursuant to the Power Supply Bid; and

WHEREAS, the Village has selected Vendor as the supplier for the Aggregation Program; and

WHEREAS, the Village and Vendor desire to establish the rights and obligations of the Parties with respect to aggregating, determining a price and supplying the Aggregation Program and related services.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

ARTICLE 1: RECITALS

The foregoing recitals are, by this reference, fully incorporated into and made part of this Agreement.

ARTICLE 2: DEFINITIONS

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

- A. **"Affiliate"** shall mean any person, firm, corporation (including, without limitation, service corporation and professional corporation), partnership (including, without limitation, general partnership, limited partnership and limited liability partnership), limited liability company, joint venture, business trust, association or other entity that now or in the future directly or indirectly controls, is controlled by, or is under common control with Vendor.
- B. **"Act"** shall refer to the Illinois Power Agency Act, 20 ILCS 3855/1-1 *et seq.*
- C. **"Aggregation"** or **"Municipal Aggregation"** shall mean the pooling of residential and small commercial retail electrical loads located within the Village for the purpose of soliciting bids and entering into service agreements to facilitate for those loads the sale and purchase of electricity and related services, all in accordance with Section 1-92 of the Act.
- D. **"Aggregation Consultant"** or **"Consultant"** shall refer to Intelligent Power Partners LLC, the independent consultant with demonstrated expertise in electric supply contracting that has been retained by the Village to assist with the implementation of each member municipality's Program.
- E. **"Aggregation Member"** or **"Member"** shall mean a residential or small commercial retail electric account enrolled in the Aggregation Program.
- F. **"Aggregation Program"** or **"Program"** shall mean the program adopted by the Village pursuant to Section 1-92 of the Act to facilitate for the applicable residential and small commercial customers the sale and purchase of electricity and related services.
- G. **"Alternative Retail Electric Supplier"** or **"ARES"** shall mean an entity certified by the ICC to offer electric power or energy for sale, lease or in exchange for other value received to one or more retail customers, or that engages in the delivery or furnishing of electric power or energy to such retail customers, and shall include, without limitation, resellers, aggregators and power marketers but shall not include the Electric Utility or the Aggregation Members. For purposes of this Agreement, the definition of Alternative Retail Electric Supplier is more completely set forth in 220 ILCS 5/16-102.
- H. **"Commonwealth Edison"** or **"ComEd"** or **"Utility"** shall mean the Commonwealth Edison Utility Company, or its successor, as the entity that has a franchise, license, permit or right to distribute, furnish or sell electricity to retail customers within the Village.

- I. **"Ancillary Services"** shall mean the necessary services that shall be provided in the generation and delivery of electricity. As defined by the Federal Energy Regulatory Commission, "Ancillary Services" include, without limitation: coordination and scheduling services (load following, energy imbalance service, control of transmission congestion); automatic generation control (load frequency control and the economic dispatch of plants); contractual agreements (loss compensation service); and support of system integrity and security (reactive power, or spinning and operating reserves).
- J. **"Electric Utility"** shall mean Commonwealth Edison, as the entity that has a franchise, license, permit or right to distribute, furnish or sell electricity to retail customers within the Village.
- K. **"Eligible Retail Customer"** shall mean a residential and small commercial retail customer of the Utility meeting the eligibility criteria set forth in the Terms and Conditions.
- L. **"Extended Term"** is defined in Section 3.A of this Agreement.
- M. **"Force Majeure Event"** is defined in Section 6.C of this Agreement.
- N. **"ICC"** shall mean the Illinois Commerce Commission as described in 220 ILCS 5/2-101.
- O. **"IPA"** shall mean the Illinois Power Agency.
- P. **"Load"** shall mean the total demand for electric energy required to serve the Aggregation Members.
- Q. **"Opt-Out"** shall mean the process by which a Member who would be included in the Aggregation Program chooses not to participate in the Aggregation Program.
- R. **"PIPP"** shall mean a Percentage of Income Payment Plan created by the Emergency Assistance Act, 305 ILCS 20-18, to provide a bill payment assistance program for low-income residential customers.
- S. **"PJM"** shall mean {JM Interconnection, L.L.C., a regional transmission organization that coordinates the movement of wholesale electricity in all or parts of multiple states, including the Commonwealth Edison service territory.
- T. **"Plan of Operation and Governance"** shall mean the Aggregation Plan of Operation and Governance adopted by the Village pursuant to the requirements set forth in Section 1-92 of the Act.
- U. **"Point of Delivery"** shall mean the interconnection between the RTO and the Electric Utility to which Vendor shall deliver the electricity under the Aggregation Program for delivery by the Electric Utility to the Aggregation Members.
- V. **"REC"** shall mean Renewable Energy Credits.
- W. **"Regulatory Event"** is defined in Section 6.B of this Agreement.
- X. **"Services"** is defined in Article 5 of this Agreement.
- Y. **"Small Commercial Retail Customer"** shall mean those retail customers with an annual consumption of less than 15,000 kWh per 220 ILCS 5/16-102, provided, however, that the definition of Small Commercial Retail Customer will include such other definition or description as may become required by law or tariff.
- Z. **"Term"** is defined in Section 3.A of this Agreement.
- AA. **"Terms and Conditions"** is defined in Section 5.B of this Agreement.

- BB. “Village” or “The Village” shall mean the Village of La Grange, acting by and through its corporate authorities, and authorized Village employees.
- CC. “Village Designee” shall mean the person (or persons) empowered by the Village through Ordinance to authorize and execute a contract price lock for electricity supply on behalf of the Village Board.

ARTICLE 3: TERM

- A. **Term of Agreement.** This Agreement is for an initial term beginning on the Effective Date of this Agreement and ending on the date that is the last Meter Read Cycle End Date for Aggregation Members in April/May 2014 (the “***Initial Agreement Term***”), unless terminated early pursuant to Section 5.E.4 or Article 6 of this Agreement.
- B. **Extension.** The Village and the Vendor may extend the Term of this Agreement for additional periods of time up to 12 billing cycles for each extension, by written mutual agreement approved and executed by each of them (each an “***Extended Term***”), which such extension may, among other things, provide for an opportunity to refresh the price. Any price modification in an Extended Term shall require Vendor issuance of a new opt-out notice for the Extended Term to all Aggregation Members. Nothing in this Article related to the Term or the possibility of agreement to an Extended Term may be construed or applied in any manner to create any expectation that any right or authority related to this Agreement granted by the Village to the Vendor shall continue beyond the Term or an approved Extended Term.
- C. **Notification.** In the event the Village decides either (a) the Aggregation Program will terminate upon expiration, or (b) that that it would like to renew the Aggregation Program, but with a supplier other than Vendor, then the Village must provide notice to Vendor at least 90 days prior to the first expiration date with any Aggregation Member.

ARTICLE 4: PROGRAM RESPONSIBILITIES

- A. **City Responsibilities.**
1. **Customer Information.** Vendor and Village shall cooperate to obtain the Customer Information from ComEd (including submission to ComEd of the Government Authority Aggregation Form), subject to the limitations on disclosure of the Customer Information established at law, including without limitation the Act, Section 16-122 of the Public Utilities Act, 220 ILCS 5/16-102, and Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2HH.
 2. **Notices from ComEd.** The Village shall promptly forward to Vendor any notices received by the Village from ComEd concerning the accounts of Aggregation Members.

3. **No Village Obligations to Provide Services.** The Parties acknowledge and agree that the Village is not responsible to provide, and this Agreement shall not be construed to create any responsibility for the Village to provide, the Services to any person or entity, including without limitation the Vendor, ComEd, or any Aggregation Member.

5. **No Village Financial Responsibility.** The Parties acknowledge and agree that this Agreement does not impose or create, and shall not be construed to create, any financial obligation of the Village to any other person or entity, including without limitation Vendor, ComEd, or any Aggregation Member.

B. Vendor Obligations.

1. **Provision of Services.** The Vendor shall provide all of the Services described in Article 5 of this Agreement throughout the Term. The Vendor acknowledges and agrees that the Village is not responsible to provide, and shall not be liable to the Vendor or any Aggregation Member for any failure to provide, any Services pursuant to this Agreement.

2. **Compliance with Applicable Law.** Vendor shall comply with all applicable requirements of law, including without limitation the Aggregation Ordinance, Plan of Governance, the Act, the rules and regulations of the ICC, tariffs applicable to the Electric Utility and the Independent System Operator, and all other applicable federal, state, and local laws, orders, rules and regulations (collectively, the "***Requirements of Law***"), including the terms and conditions of this Agreement, in providing the Services pursuant to this Agreement.

3. **Compliance with Plan of Operation and Governance.** The Vendor shall provide all services required under this Agreement in accordance and compliance with the Plan of Operation and Governance adopted by the Village.

ARTICLE 5: VENDOR SERVICES

The Vendor shall supply all of the following services in support of the Program (collectively, the "***Services***"):

A. Electricity Supply. Vendor shall supply firm power requirements to each Aggregation Member which it is ultimately contracted to serve.

1. Electricity Supply.

a. **Transmission.** Vendor will arrange for and pay all necessary transmission services up to the Point of Delivery to deliver electricity supply to Members, including all electricity commodity costs, regional transmission organization charges, congestion

charges, distribution and transmission losses, and capacity charges.

- b. **Billing.** Vendor shall make all arrangements for Aggregation Members to receive a single monthly bill from ComEd during the Term. Additionally, Vendor shall ensure that the following fees continue to be collected and processed by ComEd: monthly payments, late payments, delivery charges and monthly service fee.
- c. **Data.** Vendor shall maintain a comprehensive and confidential database recording historical account information for Member accounts, and maintain a current list of accounts of Aggregation Members, and accounts that have opted-out of the Aggregation Program.
- d. **Title.** Title to and risk of loss for the electricity sold to Members shall pass to the purchasing Member upon delivery at the Point of Delivery;

2. **Supply Mix.** Vendor shall be capable of providing the following energy supply mix to Members:

Additional 10% Green

3. **Delivery Specifications**

- a. **Quality and Measurement.** Vendor warrants that all electricity sold and delivered shall be of the specifications required by PJM and ComEd and suitable for delivery to and use by the Members.
- b. **Title.** Vendor warrants that it possesses or will possess good marketable title to all electricity sold to the Members, and that such electricity is free from all liens and adverse claims up to the Point of Delivery.
- c. **Delivery.** Vendor shall deliver all electricity supplied to Members at the Point of Delivery to secure delivery to the Aggregation Members.

B. **Program Implementation.**

- 1. **Member Service.** Vendor shall maintain certain minimum levels of customer service including:
 - a. **Program Management and Documentation.** Vendor program management and documentation shall be in accordance with 1) this Agreement; 2) the Village's Plan of Operation and Governance; 3)

the Vendor's response to the Village's Request for Proposals, and 4) the Requirements of Law.

- b. **Confidentiality.** Vendor shall maintain the confidentiality of customer information pursuant to Article 10 of this Agreement and as required by law.
- c. **Customer Service.** Vendor shall assist Aggregation Members with their inquiries. Concerns regarding service reliability should be directed to ComEd, billing questions should be directed to ComEd or the Vendor, as applicable, and any unresolved disputes should be directed to the ICC. Inquiries from Aggregation Members should be managed within the following performance parameters:
 - i. **Telephone Inquiries.** Vendor shall maintain a toll-free telephone access line which shall be available to Aggregation Members 24 hours a day, seven days a week. Trained company representatives shall be available to respond to customer telephone inquiries during normal business hours. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours shall be responded to by a trained company representative on the next business day. Under normal operating conditions, telephone answer times by a customer representative, including wait time, shall not exceed 30 seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed 30 seconds. These standards shall be met no less than 90 percent of the time under normal operating conditions, measured on a quarterly basis.
 - ii. **Internet and Electronic Mail.** Vendor shall establish and maintain a website for the Aggregation Members. The website shall provide basic information concerning the Aggregation Program and facilitate customer inquiries by providing a platform for the submission of questions by email or text. Responses to inquiries submitted through the website platform be generated within 24 hours.
 - iii. **Multi-Lingual Services.** Vendor shall provide customer service for Members requiring non-English verbal and written assistance.
 - iv. **Hearing Impaired.** Vendor shall provide customer service for hearing impaired Members.

2. **Enrollments.** Vendor shall perform the following Aggregation account enrollment tasks:
- a. **Opt-Out Notifications.** Vendor shall manage the Opt-Out Period Notification process under the supervision of the Village and the Consultant, in accordance with the Plan of Operation and Governance. A single database shall track account enrollment and billing data.
 - b. **New Accounts.** Vendor shall facilitate the addition of new customer accounts to the Aggregation Program during the term of this Agreement at the same pricing applicable to Members.
 - c. **Re-Joining the Aggregation Group.** Vendor shall assist Aggregation Members that have Opted- Out to rejoin at a later date. Eligible customers may rejoin the Program at a later date in the same manner and at the same pricing as provided to Aggregation Members and new accounts. These Members may contact the ARES at any time to obtain enrollment information.
 - d. **Moving Within the Village.** Vendor shall continue service at the same rate and under the same terms and conditions for any Member who relocates within the Village prior to the expiration of the term of this Agreement, providing that the Member notifies the Vendor of its desire to do so with 30 days notice. The Vendor shall be responsible for providing notice to customers about this option.
 - e. **Percentage of Income Payment Plan (PIPP).** Vendor shall facilitate billing for residents enrolled in the PIPP bill payment assistance program for low-income residential customers. Vendor shall also notify PIPP customers of the consequences of participating in the Aggregation.
 - f. **Credit/Deposit Requirements.** Collection and credit procedures are to be the responsibility of ComEd, the Vendor, and the individual Member. Members will be required to comply with the payment terms of ComEd and the Vendor. The Village is not responsible for late payment or non-payment of any Member account. Neither the Village nor the Vendor shall have a separate credit or deposit policy concerning Member accounts.
 - g. **Reliability of Power Supply.** The Parties acknowledge that the Program only affects pricing for the generation source of power supply up to the Point of Delivery. ComEd will continue to deliver

power through their transmission and distribution systems. Responsibility for maintaining system reliability continues to rest with ComEd. If Members have service reliability problems, they should contact ComEd for repairs. The ICC has established "Minimum Reliability Standards" for all utilities operating distribution systems in Illinois. Member outages, duration of outages, interruptions, etc., are monitored to ensure reliability remains at satisfactory levels. In addition to maintaining the "wires" system, ComEd is required to be the "Provider of Last Resort," meaning that should the Vendor fail for any reason to deliver any or all of the electricity needed to serve the Members' needs, ComEd will immediately provide any supplemental electricity to the Members as may be required. ComEd would then bill the Vendor for the power provided on their behalf, and the Members would incur no additional cost therefor.

- h. **Fees Imposition.** Neither the Village nor Vendor shall impose any conditions, terms, fees, or charges on any Member served by the Program unless the particular term, condition, fee, or charge, is clearly disclosed in Vendor's Terms and Conditions (attached hereto as Exhibit B).
 - i. **Enrollment and Disenrollment Charges.** Vendor shall not assess any early termination, enrollment, switching, or relocation fees on Aggregation Members. The Vendor shall pay, on behalf of each Aggregation Member, any switching fee imposed by the Electric Utility related to the enrollment of a Member in the Program.
 - j. **Form Documents.** Examples of Opt-Out letters and communications are provided in Exhibit C to this Agreement.
3. **Terms of Service.** The terms of service between each Member and Vendor shall be set forth in the agreement between them, substantially in the form attached hereto as Exhibit B ("**Terms and Conditions**").

C. Program Monitoring. Vendor is responsible for the faithful performance of this Agreement and shall have internal monitoring procedures and processes to ensure compliance, as more fully described in this Section 5.C.

- 1. **Recording.** Vendor shall assist the Village in developing a performance scorecard with conditions, milestones, requirements, or timetables related to Vendor's performance under the Program. The scorecard may additionally record matters related to price, service, quality and other factors deemed important.
- 2. **Cooperation.** Vendor shall cooperate with the Village in monitoring and tracking Program activity. This may require Vendor to report progress,

problems and proposed resolutions, performance records, allow random inspections of its facilities (on no less than 48 hours prior written notice), participate in scheduled meetings and provide management reports, all as reasonably requested by the Village.

D. Cooperation at the Conclusion of the Aggregation. Vendor agrees that it shall cooperate with the Village in the Village's planning and implementation of an aggregation plan that may succeed the Program under this Agreement. In its cooperation, Vendor shall, at a minimum, in a manner consistent with the then-applicable Commonwealth Edison tariff for Government Aggregation Protocols and as required by law, provide the Village the names and addresses and account information for Aggregation Members in electronic format.

E. Price. The Price for the Services is set forth in Exhibit A.

F. Reimbursement of Village Costs. Within 90 days after the Effective Date of this Agreement, Vendor shall reimburse the Village \$10,500 for professional, legal, Consultant, and administrative costs incurred by the Village in connection with the adoption of the Aggregation Program and the negotiation and execution of this Agreement.

ARTICLE 6: DEFAULT AND TERMINATION

A. Default and Termination. Upon termination for any reason, this Power Supply Agreement shall be of no further force and effect, except for those obligations that survive termination. The obligations of Vendor and each Aggregation Member set forth in the Terms and Conditions shall survive termination. Notwithstanding the foregoing, at the Village's discretion, in the event that Vendor materially breaches this Agreement, the Village may: (i) provide written notice to the Aggregation Members that a default has occurred and the alternatives each participant has for electric supply (including terminating service with Vendor); and (ii) take such actions as necessary to return the Aggregation Members to ComEd. In the event that Vendor materially breaches this Agreement and the Village deems it appropriate to terminate the Program and return the participants to ComEd, or to any other energy supplier, then: (i) Vendor shall not charge the Aggregation Members for administrative fees associated with early termination, and; (ii) Vendor shall not be liable to Aggregation Members for any damages or penalties resulting from the Village's termination of the Terms and Conditions with each Aggregation Member, including claims related to the price received from ComEd or an alternate supplier being higher than the Price determined herein. If no early termination has occurred, this Agreement shall terminate upon the expiration of the Agreement Term.

B. This Agreement may be terminated early in the following circumstances:

1. **Non-Compliance.** If either Party fails to comply with any material term or condition of this Agreement, provided the failure continues without a cure 30 days after written Notice of such failure is provided by one Party to the other.

Material terms and conditions include, but are not limited to:

- a. A breach of the confidentiality provisions set forth in Article 10 of this Agreement;
- b. Vendor's disqualification as an ARES due to a lapse or revocation of any required license or certification required to perform the obligations set forth herein; or
- c. Any act or omission that constitutes a deception by affirmative statement or practice, or by omission, fraud misrepresentation or a bad faith practice, such as attempting to collect a charge other than the approved rates or other charges set forth in this Agreement or the Terms and Conditions with each Aggregation Member.

2. **Regulatory Event.**

- a. **Definition.** The following shall constitute a "Regulatory Event":
 1. **Illegality.** It becomes unlawful for a Party to perform any obligation under this Agreement due to the adoption of, change in, or change in the interpretation of any applicable law by any judicial or government authority with competent jurisdiction.
 2. **Adverse Government Action.** A regulatory, legislative or judicial body: (A) requires a material change to the terms of this Agreement that materially and adversely affects a Party; (B) takes action that adversely and materially impacts a Party's ability to perform, or requires a delay in the performance of this Agreement that either Party determines to be unreasonable; or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed, and the change is not deemed a Force Majeure Event.

- b. **Occurrence of Regulatory Event.** Upon the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that such event has occurred. Within 30 days, or such other period as the Parties may agree in writing, the Parties shall enter into good faith negotiations to amend or replace this Agreement so that the adversely affected Party is restored as nearly as possible to the economic position it would have been in but for the occurrence of the Regulatory Event. If the Parties are unable to agree upon an amendment to this Agreement, within the prescribed time after entering into negotiations, the adversely affected Party shall have the right, upon 10 days prior written notice, to terminate this Agreement.
- 3. **Failure to Schedule and Deliver.** The failure of Vendor to schedule electricity supply to ComEd for the Aggregation Members, except as permitted under Force Majeure Events.
- C. **Force Majeure Events.** The Vendor shall not be held in default under, or in noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by a "***Force Majeure Event***," defined as a strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Vendor's ability to anticipate or control. Specifically, and without limitation of the foregoing, during any Force Majeure Event, the Vendor shall have no obligation to provide daily fixed price quotes pursuant to Section 5.E of this Agreement. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

ARTICLE 7: INDEMNIFICATION, INSURANCE, DISCLAIMER, AND LIMITATION OF LIABILITY

- A. **Indemnification.** The Vendor shall defend, indemnify and hold harmless the Village, its officers, employees, agents, and attorneys, from and against any injuries, claims, demands, judgments, damages, losses and expenses, including attorney's fees and costs of suit or defense, arising out of or relating to the Vendor's provision of the Services. This duty shall survive for all claims made or actions filed within one year following either the expiration or earlier termination of this Agreement. The Village shall give the Vendor timely written notice of its obligation to indemnify and defend the Village after the Village's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Vendor and/or the Village. Nothing herein

shall be construed to limit the Vendor's duty to indemnify the Village by reference to the limits of insurance coverage described in this Agreement.

B. Insurance. Contemporaneous with the Vendor's execution of this Agreement, the Vendor shall provide certificates of insurance, all with coverages and limits as set forth in Exhibit D to this Agreement. For good cause shown, the Village Manager, or his or her designee may request submission of copies of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Village Manager, or his or her designee may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the Village and from companies with a general rating of A minus or better, and a financial size category of Class VIII or better, in Best's Insurance Guide or from other insurance companies with coverages deemed suitable by the Village. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Village. The Vendor shall, at all times during the term of this Agreement, maintain and keep in force, at the Vendor's expense, the insurance coverages provided above.

ARTICLE 8: MISCELLANEOUS

A. Entire Agreement. This Agreement, including all Exhibits, constitutes the entire Agreement and understanding between the Parties with respect to the Services, which are included herein. All prior written and verbal agreements and representations with respect to these Services are merged into and superseded by this agreement.

B. Amendment. All amendments or modifications to this Agreement shall be made in writing and signed by both Parties before they become effective.

C. Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Agreement ("**Data**"), other than the Vendor's confidential information, will be and remain the sole property of the Village. The Vendor must promptly deliver all Data to the Village at the Village's request. The Vendor is responsible for the care and protection of the Data until that delivery. The Vendor may retain one copy of the Data for the Vendor's records subject to the Vendor's continued compliance with the provisions of this Agreement. Upon expiration of the Agreement, Vendor shall provide Village with an electronic copy of data defined in Article 5(1)(c) at no cost to the Village.

D. Assignment. This Agreement shall not be transferred or assigned by either Party without the express authorization of the other Party, which shall not be unreasonably withheld, provided, however, that upon advance written notice to the Village, Vendor may assign this Agreement to an Affiliate without the express authorization of the Village, provided that Vendor remains liable for Vendor's obligations hereunder.

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

To Village:

Village of La Grange
53 S. La Grange Road
La Grange, Illinois 60525

Attention: Village Manager

With a copy to:

Holland & Knight
131 S. Dearborn Street, Suite 3000
Chicago, IL 60603
Attention: Mark E. Burkland

To Vendor:

First Energy Solutions Corp.
341 White Pond Drive, B-2
Akron OH 44320

Attention: Government Aggregation

With a copy to:

FirstEnergy Corp.
General Counsel
76 S. Main St., 15th Floor
Akron, OH 44308

F. Waivers. The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, that the Village may have under Federal or state law unless such waiver is expressly stated herein.

G. Applicable Law and Choice of Venue. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois, without regard to principles of conflict of laws. Except as to any matter within the jurisdiction of the ICC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, DuPage County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

H. Exhibits. Exhibits A through D attached to this Agreement are, by this reference, incorporated into and made part of this Agreement.

I. **Controlling Provisions.** In the event of any inconsistency between the text of this Agreement and the terms of the Exhibits hereto, the text of this Agreement shall control.

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

K. **No Third-Party Beneficiaries.** Nothing in this Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Agreement.

L. **Validity of Agreement.** The Parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Agreement, in their entirety, and each Party expressly warrants that it has the power and authority to enter into the provisions, terms, and conditions of this Agreement.

M. **Authority to Sign Agreement.** Vendor warrants to the Village that it is authorized to execute, deliver and perform this Agreement. The individual signing this Agreement on behalf of the Vendor warrants to the Village that he is authorized to execute this Agreement in the name of the Vendor.

N. **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the Village and the Vendor and their respective successors, grantees, lessees, and assigns throughout the Term of this Agreement.

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

P. **Subcontractors.** Vendor agrees to employ only those subcontractors that are necessary and are approved in advance by the Village. Subcontractors shall be held to the same strict confidentiality standards applicable to the Vendor, and shall be required to otherwise comply with the requirements of this Agreement. The use of subcontractors whether approved or unapproved shall not relieve the Vendor from the duties, terms and conditions in this Agreement.

ARTICLE 9: REPRESENTATIONS AND WARRANTIES

A. **Mutual Representations and Warranties.** Each Party represents and warrants to the other Party, as of the date of this Agreement, that:

1. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation, and if relevant under such laws, in good standing;
2. It has the corporate, governmental and/or other legal capacity, authority and power to execute, deliver and enter into this Agreement and any other related documents, and perform its obligations under this Agreement, and has taken all necessary actions and made all necessary determinations and findings to authorize such execution, delivery and performance;
3. The execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
4. It has reviewed and understands this Agreement and has independently assessed the merits of this Agreement;
5. It shall comply with all federal, state, and local laws, regulations, licensing, and disclosure requirements.
6. It shall maintain the confidentiality of Aggregation Members' account information, as required by 815 ILCS 505/2HH;
7. It shall not impose any conditions, terms, fees, or charges on any Member served by the Program unless the particular term, condition, fee, or charge is clearly disclosed to the Member in the Vendor's Terms and Conditions attached hereto.

B. Additional Representations by the Vendor. The Vendor hereby further represents to Village, as of the date of this Agreement, that:

1. Vendor shall hold any and all subcontractors to the Confidentiality provision set forth below;
2. Vendor shall not compensate the Consultant with respect to the award of this Agreement or the performance of this Agreement;
3. Vendor shall obtain and maintain, for the duration of this Agreement, such proof of insurance as the Village of La Grange deem necessary;
4. Vendor warrants to all Members and to the Village that Vendor has good marketable title to all electricity sold hereunder, and that said electricity is free from all liens and diverse claims;

5. Vendor shall deliver or cause to be delivered all electricity supplied by Vendor to each Member to the appropriate node locations to effect delivery to the Point of Delivery; and
6. Vendor shall maintain all of the qualifications, certifications, approvals, and other authorizations required by law to provide the Services pursuant to this Agreement.

ARTICLE 10: CONFIDENTIALITY

Vendor shall preserve the confidentiality of the account information it receives as a result of the performance of its obligations set forth herein.

A. Vendor shall not disclose, use, sell or provide customer account information to any person, firm or entity for a purpose outside of the operation of the Program. This provision shall survive the termination of this Agreement.

B. Notwithstanding the foregoing, Vendor may disclose confidential account information as required by law, and any such disclosure shall not be a violation of this Agreement. However, such disclosure shall not terminate the obligations of confidentiality.

C. Vendor agrees to give the Village prompt notice of any discovery request or order, subpoena, or other legal process requiring disclosure of any confidential account information.

D. To extent legally permissible and practicable, Vendor shall provide the Village with sufficient advance notice as to give the Village an opportunity, at the Village's discretion and sole cost, to seek to quash the subpoena, obtain a protective order or similar relief.

E. In response to an order, subpoena, or other legal process, Vendor shall furnish only that portion of the confidential account information that is required or necessary in the opinion of Vendor's legal counsel. In addition, Vendor shall use reasonable efforts to obtain reasonable assurances that any account information so disclosed will be treated as confidential.

F. Notwithstanding the foregoing, nothing herein shall prevent the use by Vendor of such customer account information for the purpose of communicating with its customers or former customers. In addition, nothing herein shall prevent Vendor from using information in the public domain prior to its disclosure under this Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this agreement to be effective on the date first written above. The Parties agree that this Agreement may be executed in separate counterparts and delivered by facsimile, or as an attachment to an electronic message (such as a pdf, tif or other mutually acceptable type of file attachment), each of

which when so executed and delivered shall constitute the one and the same original document.

First Energy Solutions Corp.

Village of La Grange:

Signed: [Signature] Signed: _____
Name: Kathy J. Jordan Name: _____
Title: Director, Sales Title: _____
Date: 4-15-13 Date: _____

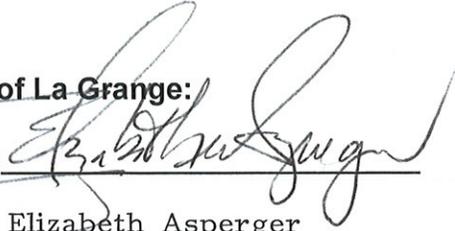
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which when so executed and delivered shall constitute the one and the same original document.

First Energy Solutions Corp.

Village of La Grange:

Signed: _____

Signed:  _____

Name: _____

Name: Elizabeth Asperger _____

Title: _____

Title: Village President _____

Date: _____

Date: April 16, 2013 _____

#12744306_v4

EXHIBIT A: Village MUNICIPAL AGGREGATION SUPPLY PRICING CONFIRMATION

CONFIRMATION

This Confirmation, once fully executed, is an agreement entered into pursuant to the terms of the Aggregation Program Agreement between **Vendor** and the Village (the "Village of La Grange"), and forms a part thereof.

Vendor and Village of La Grange agree that the Aggregation Members shall receive the Fixed Rate set forth below for the Delivery Period set forth below:

Delivery Period: April/May 2013 through April/May 2014

Opt-Out

Fixed Rate: \$0.04869 per kWh

Opt In (100% Green)

Fixed Rate: \$0.04899 per kWh

The Price does not include utility distribution charges or applicable taxes. Both Parties recognize that components of the Fixed Rate include electric tariff charges that are authorized by the Illinois Commerce Commission, Regional Transmission Operator, other state or governmental agencies having jurisdiction, and/or the Federal Energy Regulatory Commission. Any increase in these charges subsequent to the execution of this Confirmation may be directly passed through to Aggregation Members by a corresponding increase in the Fixed Rate subject to the notice provisions of Article 6 section 2 of this agreement.

REC obligations would also be inserted here

Village of La Grange :

By: _____

Name: _____

Vendor: FirstEnergy Solutions Corp.

By: 

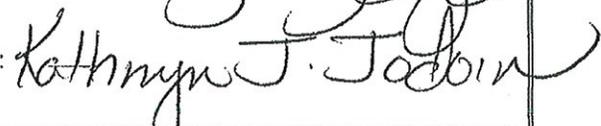
Name: 

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REC obligations would also be inserted here

Village of La Grange :
By: 
Name: Elizabeth Asperger

Vendor: FirstEnergy Solutions Corp.
By: _____
Name:

EXHIBIT B
VENDOR'S TERMS AND CONDITIONS

FirstEnergy Solutions Corp. – Terms and Conditions

These Terms and Conditions together with your governmental aggregator's enrollment information/opt-out notification are your agreement ("Agreement") for electric generation service with FirstEnergy Solutions Corp. ("FES" or "Supplier") if you choose to remain in aggregation program adopted by your municipality or county by not "opting-out" or rescinding, or by joining the aggregation program by affirmatively consenting to it. Please keep a copy of this Agreement for your records.

FES is certified by the Illinois Commerce Commission ("ICC") as an Alternate Retail Electric Supplier ("ARES") to sell competitive retail electric service to customers in the State of Illinois utilizing existing transmission and distribution systems. FES is certified by the ICC to operate as an ARES in the service areas of Ameren Illinois Company and Commonwealth Edison Company. As an ARES, FES will supply the electric generation to your Electric Utility ("EU") based on your usage. Your EU then distributes or delivers the electricity to you. FES sets the generation prices and charges that customers pay. The ICC regulates distribution prices and services. As authorized by 20 ILCS 3855/1-92, FES sells electricity and related services and equipment ("Retail Electric Supply") to corporate authorities of municipalities or boards of county supervisors acting as governmental aggregators of residential and small commercial retail electrical loads located within the municipality or the unincorporated areas of the county.

DEFINITIONS:

Generation Service – Charge for the production of electricity.

Transmission Service – Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric utility.

Distribution Service – Basic service for the physical delivery of electricity over a distribution system to customers from the transmission system.

Right of Rescission – If you do not opt-out or you give your affirmative consent and are enrolled to receive generation service from FES, your EU will send you a confirmation letter. You will have the right to rescind your enrollment within ten (10) calendar days following the postmark date of the confirmation letter by contacting FES or your EDU. The Right of Rescission only applies when a customer switches to a generation supplier. Should you choose to opt-out of your governmental aggregator's program, you will continue to receive the applicable tariffed services provided by your EU as required by 220 ILCS 5/16-103 and defined by its rates on file with the ICC pursuant to 220 ILCS 5/Art. IX. ("Tariffed Service"), unless you choose an alternate supplier of electricity.

TERMS AND CONDITIONS OF SERVICE

- 1. Eligibility.** All residential customers and any small commercial retail customers of an EU consuming 15,000 kilowatt-hours or less of electricity annually in the EU's service area are eligible customers for this offer from FES. Applicable residential and small commercial retail customers in an aggregation program shall not include customers of an ARES that is not the chosen supplier of the aggregation program or customers participating in a residential real-time pricing program unless those customers affirmatively choose to join the aggregation program. FES also reserves the right to refuse enrollment to any small commercial retail customer with an outstanding electric bill balance.
- 2. Basic Service Prices.** During the term of this Agreement, you agree to pay FES a fixed price for combined electric transmission, generation and generation related charges as specified in the enrollment notification. If you are a net metering customer but have not contacted FES to sign a net metering agreement your net negative usage in any given month will be credited at 0.00 cents per kilowatt-hour. In addition to FES' charges, you will be charged by your EU for distribution and various other charges. In addition to the charges described above, if any regional transmission organization or similar entity, EU, governmental entity or agency, NERC and other industry reliability organization, or court requires a change to the terms of the Agreement, or imposes upon Supplier new or additional charges or requirements, or a change in the method or procedure for determining charges or requirements, relating to your Retail Electric Supply under this Agreement (any of the foregoing, a "Pass-Through Event"), which are not otherwise reimbursed to FES, Customer agrees that Supplier, upon written notice, may pass through the additional cost to Supplier of such Pass-Through Event, which may be variable, to Customer. Changes may include, without limitation, transmission or capacity requirements, new or modified charges or shopping credits, and other changes to retail electric customer access programs.
- 3. Length of Agreement.** As a part of your governmental aggregator's program, your service from FES will commence with the next available meter reading and after processing of the enrollment by your EU, and will continue for the term as specified in the opt-out notification or enrollment information, ending on the meter read for the last month of service. The program may be terminated prior to the term as specified in the opt-out notification or enrollment information pursuant to the terms of the master agreement between FES and your governmental aggregator. Should the program be terminated, you will be returned to the applicable Tariffed Service.
- 4. Billing.** You will receive a consolidated bill from your EU for both your FES and EU charges. If you do not pay your bill by the due date, FES may cancel this Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EU as a customer. You will remain

responsible to pay FES for any electricity used before this Agreement is cancelled as well as any late payment charges. Further, your failure to pay EU charges may result in your electric service being disconnected in accordance with your EUs tariffs.

- 5. Penalties, Fees and Exceptions.** Your EU may charge a switching fee to the customer.
- 6. Cancellation/Termination Provisions.** If this Agreement is not rescinded during the rescission period, then enrollment will be complete. Customers may terminate this Agreement at any time without a penalty. Upon termination, if you do not choose another ARES provider you will return to the applicable Tariffed Services provided by your EU.
- 7. Customer Consent and Information Release Authorization.** By choosing not to opt-out of your community's program or to affirmatively join it, you understand and agree to the terms and conditions of this Agreement with FES and wish to change from your current generation service provider to FES. You authorize FES to obtain information from the EU that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service.
- 8. Contract Expiration.** At the end of its term, this Agreement will expire. You are responsible for arranging your electric supply upon the expiration of the Agreement either through an aggregation program, another ARES or by returning to your EU.
- 9. Dispute Procedures.** You may contact FES with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) M-F 8AM – 5PM EST or in writing at 341 White Pond Drive, Attn: Contract Administration, Akron, OH 44320. Our web address is www.fes.com. If your complaint is not resolved after you have called FES and/or your EU, or for general utility information, you may contact the Consumer Services Division of the ICC for assistance at between 8:30 AM and 5:00 PM, Monday through Friday by calling 1-800-524-0795 or TTY at 1-800-858-9277 or visit www.icc.illinois.gov or www.pluginillinois.org.
- 10. Miscellaneous.** You may request from FES, twice within a 12 month period, up to 24 months of payment history, without charge.

FES is prohibited from disclosing a customer's social security number without the customer's affirmative written consent except as permitted or required by 220 ILCS 5/5-110, 815 ILCS 505/2RR or other applicable law. FES is prohibited from disclosing a customer's billing, usage or load data except as permitted by 20 ILCS 3855/1-92, 220 ILCS 5/16-122 or other applicable law.

FES' environmental disclosure statement is available for viewing on our website – www.fes.com. FES will provide quarterly updates to the statement as a separate billing insert as required under Section 16-127 of the Electric Service Customer Choice and Rate Relief Law of 1997 and the rules of the Illinois Commerce Commission, 83 Ill. Adm. Code 421.

FES may assign its rights to another party, including any successor, in accordance with the rules and regulations of the ICC.

FES assumes no responsibility or liability for the following items that are the responsibility of the EU: operation and maintenance of the EU's electrical system, any interruption of service, termination of service, or deterioration of the EU's service. **In the event of a power outage, you should contact your local EU.**

FES reserves the right to return any customer to the EU if the customer's rate code or meter type is changed and the account is no longer eligible for this program.

- 11. Warranty.** FES warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

EXHIBIT C

FORMS OF OPT-OUT LETTERS AND COMMUNICATIONS

Final versions must be approved by Village prior to issuance

Mailing Date

COMMUNITY LOGO

Dear La Grange Resident,

On November 6, 2012 voters in the Village of La Grange approved a referendum allowing the community to enter into an electricity purchasing agreement to maximize the electricity supply savings for its residential and small business customers.

After an extensive bidding process, the Village selected FirstEnergy Solutions to provide eligible residents and small business customers with electricity supply savings. There is nothing you need to do in order to participate in the savings. FirstEnergy Solutions will automatically process your enrollment, unless you return the enclosed Opt-Out card within 21 days of the postmark date on this notice. You also have the option of choosing a Renewable Energy Option by following the instructions provided below.

Your Low Electricity Rate

As an eligible member of this program, you will receive the FirstEnergy Solutions electricity supply rate identified below through your May 2013 billing cycle.

Electricity Supply Charges	FirstEnergy Rate*	ComEd Tariff Rate*	Your Savings
Non-Summer (April 2013 - May 2013)	4.86¢ / kWh	3.32¢ / kWh	71.1%
Summer (June 2013 - September 2013)	4.86¢ / kWh	3.09¢ / kWh	25.3%
Non-Summer (October 2013 - April 2014)	4.86¢ / kWh	3.05¢ / kWh	24.5%

confirm date
confirm #15

*FirstEnergy Rate includes an 18% Renewable "Green" Energy component which is higher than what is required by the State.

*Com Ed tariff rate includes the Purchased Electricity Adjustment (PEA) which varies and is currently 0.5 ¢ per kWh. FirstEnergy Solutions charges no PEA fee.

100% Renewable Energy Option

The Village of La Grange is proud to provide eligible residents the option to support clean energy sources which will be predominately Midwest wind power. For an additional .03 cents per kWh (rate increases from 4.869 cents per kWh to 4.899 cents per kWh), FirstEnergy pledges to purchase Renewable Energy Certificates (REC's) to cover 100% of your electricity supply requirements. To enroll in this program, please visit www.fes.com/LaGrange. To read more about FirstEnergy Solutions' Power Sources, please visit www.fes.com/il-environmental or call FirstEnergy at 1-866-636-3749.

Billing and Service

You will continue to receive a single bill from ComEd with your FirstEnergy electricity supply charges included. Payments and service questions will continue to be made directly to ComEd. You will continue to be eligible for all ComEd payment options, including budget billing. In addition, if you are currently enrolled in the state's Percentage of Income Payment Plan (PIPP) program, you will continue to receive the program's full benefits. ComEd continues to be responsible for the wires, poles, and all emergencies, including outage restoration.

Switching is Automatic

There is no fee from the utility or from FirstEnergy to join this program, and you do not need to do anything to participate. You will see your electric savings from FirstEnergy Solutions after your enrollment has been completed and your switch has been finalized - approximately 60 days, depending upon your meter read date.

Your Opt-Out Option

You are not obligated to participate in the La Grange electric aggregation program. If you wish to be excluded from the program and remain a full-service customer of ComEd, you have until DATE to return the attached "opt-out" form.

confirm date

After you become a participant in this governmental aggregation program, ComEd will send you a letter confirming your selection of FirstEnergy Solutions as your electric generation provider. As required by law, this letter will inform you of your option to cancel your contract with FirstEnergy Solutions within seven days of its postmark. To remain in the La Grange electric aggregation program, you don't need to take any action when this letter arrives.

If you have any questions, please call FirstEnergy Solutions toll-free at 1-866-636-3749, Monday through Friday, 7 a.m. to 4 p.m., CST.

Sincerely,

Elizabeth Asperger
Village President

OPT-OUT FORM - LA GRANGE RESIDENTIAL ELECTRIC MUNICIPAL AGGREGATION PROGRAM

<p>Option 1: Do nothing and save. If you want to participate in this program and save, you do not need to return this form. Your enrollment is automatic.</p>	<p>OR</p>	<p>Option 2: Opt out by returning this form. If you do not want to participate in this program, you must return this form before the due date.</p>
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Return this form only if you do not want to participate in the La Grange electric aggregation program.

I wish to opt out of this savings program. (Check box to opt out.)

To enroll in the 100% renewable energy program do not return this form. Please visit www.fes.com/LaGrange or call 1-866-636-3749

Service address (City, state and zip): _____

Phone number: _____

Account holder's signature: _____ Date: _____

Mail by Opt Out Date to: La Grange Electric Municipal Aggregation Program, 341 White Pond Drive, Bldg. B-2, Akron, Ohio 44320

confirm date

Final versions must be approved by Village prior to issuance

Mailing Date

COMMUNITY LOGO

Please refer to residential letter for formatting

Dear Community Name Business,

In Election Date, voters in the Community Name approved a referendum allowing the community to contract with an energy supplier to reduce electricity costs for its residents. The Community Name is pleased to announce it has chosen FirstEnergy Solutions Corp. as the supplier of choice for the aggregation program due to the competitive rate they are able to provide. In addition, the electricity for the Community Name program will be percentage1% renewable. Businesses in the Community Name will receive a rate of price1 cents per kWh. This compares with the current ComEd rate of 7.99 cents per kWh which carries an additional charge of a Purchased Electricity Adjustment that is currently averaging 0.5 cents per kWh, for an effective ComEd rate of 8.49 cents per kWh. This partnership will greatly benefit businesses in the community, and continues through the term end date billing cycle.

	Supply + Transmission	PEA*	Effective Rate
Community Name aggregation rate	price1¢	None	price1¢
ComEd supply rate	7.99¢	0.5¢	8.49¢
Your savings off the ComEd supply rate			Percentage2%

Require correction

*Purchased Electricity Adjustment (PEA) varies and is currently 0.5 ¢ per kWh. FirstEnergy Solutions charges no PEA fee.

Electric Space Heat customers have also been included in the aggregation. The aggregation rate is percentage3% lower than ComEd's Space Heat rate of 7.81¢ per kWh.

Please note this rate is for the energy supply only and ComEd will continue to deliver your electricity. You will continue to receive a single, easy-to-read bill from ComEd with your FirstEnergy Solutions charges included and you will continue to make payments directly to ComEd. The bill will also include the ComEd delivery charges and taxes. ComEd will continue to deliver your service and respond to any disruptions.

You will see your electric savings from FirstEnergy Solutions after your enrollment has been completed and your switch has been finalized – approximately 60 days, depending upon your meter read date. You are not obligated to participate in the Community Name electric governmental aggregation program. If you wish to be excluded from the program and remain a full-service customer of ComEd, you have until Opt Out Date to return the attached "opt-out" form.

After you become a participant in this governmental aggregation program, ComEd will send you a letter confirming your selection of FirstEnergy Solutions as your electric generation provider. As required by law, this letter will inform you of your option to cancel your contract with FirstEnergy Solutions within seven days of its postmark. To remain in the Community Name electric governmental aggregation program, you don't need to take any action when this letter arrives.

If you would like to opt-in to the 100% renewable energy program, receiving a price of price2 cents per kWh, please go to www.fes.com/communityname to enroll.

If you would like to view FirstEnergy Solutions' Environmental Disclosure, please go to www.fes.com/il-environmental or call us at 1-866-636-3749.

If you have any questions, please call FirstEnergy Solutions toll-free at 1-866-636-3749, Monday through Friday, 7 a.m. to 4 p.m., CST. Please do not call the Community Name with aggregation program questions.

Sincerely,

Community Name

OPT-OUT FORM – COMMUNITY NAME BUSINESS ELECTRIC MUNICIPAL AGGREGATION PROGRAM

<p>Option 1: Do nothing and save. If you want to participate in this program and save, you do not need to return this form. Your enrollment is automatic.</p>	OR	<p>Option 2: Opt out by returning this form. If you do not want to participate in this program, you must return this form before the due date.</p>
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Return this form only if you do not want to save money through the Community Name electric municipal aggregation program.

I wish to opt out of this savings program. (Check box to opt out.)

Service address (City, state and zip): _____

Phone number: _____

Account holder's signature: _____ Date: _____

Mail by Opt Out Date to: Community Name Electric Municipal Aggregation Program, 341 White Pond Drive, Bldg. B-2, Akron, Ohio 44320

La Grange Electric Aggregation Program Frequently Asked Questions

What is aggregation?

Under municipal aggregation, local officials bring citizens together to gain group buying power for the purchase of competitively priced electricity from an alternative retail electric supplier certified by the Illinois Commerce Commission.

How is the Village of La Grange able to choose a certified electric generation supplier on my behalf?

In November, 2012, La Grange residents voted to allow the Village of La Grange to contract for an electric generation supplier on their behalf.

How will I know if I can save money under the La Grange electric aggregation program?

Under this program, you will receive a fixed price of \$0.04869 cents per kilowatt-hour (kWh) for generation. As long as your Price to Compare is higher than this fixed price, then you are saving money.

What do I need to do if I want to be included in this municipal aggregation?

You do not need to do anything to receive the discounted generation pricing under this program.

What if I want to select a 100% Renewable Energy Option?

A 100% renewable energy (wind power) option is available through First Energy for an additional .03 cents per kWh (4.899 cents per kWh). To select this option, please visit www.fes.com/LaGrange or call 1-866-636-3749.

If I join the La Grange electric aggregation program, who will deliver my power, read my meter and respond to emergencies, such as power outages?

Your local electric company will be responsible for the delivery of power to your home or business. Since your local electric utility still owns the wires and poles that deliver power to you, it will continue to read your meter and restore power after an outage.

Is your price fixed or does it vary?

In this program, the discount you will receive is fixed, so your price will not change throughout the term of the agreement.

What does "opt out" mean?

"Opt out" means that you can decide not to participate in this electric municipal aggregation program. By returning the opt-out form by the due date, you will not be enrolled in this program.

What happens if I do not send in the opt-out form?

If you do not return the opt-out form by the due date, you will be included in La Grange's municipal aggregation program and will begin receiving competitively priced electricity from FirstEnergy Solutions.

Can I opt out over the phone?

No, if you want to opt out, you must mail in your completed opt-out form by the due date.

Can I leave the program at a later date?

Yes, you may leave the program at any time.

What are my energy supply choices if I decide to opt out?

You can stay with your current electric utility, which will continue to supply your electricity as it always has, or you can shop for an alternative generation supplier.

If I join the aggregation, can I stay on budget billing?

Yes. Your budget billing will not be affected by your participation in this program.

Can I still have my payment automatically deducted from my checking account as I do now?

Yes. How you pay your electric bill will not change.

Who is FirstEnergy Solutions?

FirstEnergy Solutions Corp., provides competitive electric generation supply and other energy-related products and services to over 2.5 million customers, and is a licensed supplier in Illinois, Ohio, Pennsylvania, New Jersey, Maryland and Michigan.

What is the toll-free number for questions?

For answers to your questions, please call 1-866-636-3749, Monday through Friday, 7 a.m. to 4 p.m., CST.

EXHIBIT D

INSURANCE REQUIREMENTS

Worker's Compensation and Employer's Liability with limits not less than:

- (1) Worker's Compensation: Statutory;
- (2) Employer's Liability:
 - \$500,000 injury-per occurrence
 - \$500,000 disease-per employee
 - \$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

- B. Commercial Auto Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

All employees shall be included as insureds.

- C. Commercial General Liability

- (1) with coverage written on an "occurrence" basis with limits no less than:
 - \$1,000,000 Bodily Injury and Property Damage Limit per occurrence.

Coverage is to be written on an "occurrence" basis.

Coverages shall include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (shall expressly cover the indemnity provisions of the Contract)

- D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering Vendor against all sums that Vendor may be obligated to pay on account of any liability arising out of the Contract.

- E. Village as Additional Insured. Village shall be named as an Additional Insured on the general liability policy

The additional Insured endorsement shall identify Village as follows: Village of La Grange, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives are additional insured parties on a primary and non-contributory basis.