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MARK A HASTINGS 1398 SCENIC DR PECATONICA, IL 61063-9501

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Opt-out form — Pecatonica Electric Municipal Aggregation Program

Option 1: Do nothing and be enrolled

If you want to participate in this program, you do not need to return this form. Your enrollment is automatic.

OR

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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.

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Date:	Filotie fluitibet:
Service Address: (city, state, zip)	Account holder signature:



RE: 1398 SCENIC DR PECATONICA, IL 61063

Questions? Please call (312) 260 0885

Please reference your Customer ID: 1042259

ELECTRIC AGGREGATION NOTICE

July 10, 2021

Dear Pecatonica Resident or Small Business Owner,

The Village is pleased to inform you we are continuing our Electric Aggregation program. Eligo Energy IL, LLC was selected as the new supplier for a 36-month contract term ending September 2024 at the fixed rate of 6.084 cents per kWh beginning on your September 2021 meter reading. There are no enrollment, switching, or early termination fees. You do not need to take action to participate; your account will be automatically enrolled unless you opt out.

NO CHANGES IN YOUR BILLING OR SERVICE. You will continue to receive one monthly bill from ComEd and be eligible for the same programs you are eligible for now through ComEd, such as Budget Billing, payment agreements, and energy efficiency programs. ComEd will continue to safely and reliably deliver energy to your home or business as well as restore your service if a power outage occurs.

You may also purchase your electricity supply from other Retail Electric Suppliers or ComEd. For more information, visit www.pluginillinois.org. You may request from the Illinois Power Agency, without charge, a list of all supply options available to you in a format that allows comparison of prices and products.

ENROLLMENT PROCESS. Once your account is enrolled, you will receive a Confirmation of Change in Electric Supplier letter from ComEd confirming your switch to Eligo. Approximately 30 to 45 days after enrollment, you will receive your first ComEd bill to reflect Eligo as your supplier at the new fixed rate of 6.084 cents per kWh. Please see enclosed Terms and Conditions and sample ComEd letter.

OPT-OUT INSTRUCTIONS. If you choose not to participate in the municipal aggregation program, you may elect to be removed from the program by emailing Pecatonica@eligoenergy.com, calling Eligo at (312) 260 0885, or completing and returning the enclosed Opt-Out form by August 4, 2021. If you do not opt out, you will have been deemed to have authorized and agreed to having your electric supply service switched to the Electric Aggregation program under the program terms and conditions. For more information, visit www.eligoenergy.com/cities/il/Pecatonica. We encourage you to contact Eligo Customer Care (8a – 6p, Mon-Fri at (312) 260 0885) before contacting the Village with questions.

Please note: To participate in the program, you do not need to respond. Opt-out only if you do not want to participate in the Pecatonica Electric Aggregation. No one from Eligo, ComEd, or the Village will visit your home or call regarding the program. Anyone who contacts you requesting that you switch suppliers is not affiliated with the Village's program or ComEd.

Sincerely,

The City of Pecatonica







Customer Name ComEd Account Number:
Mailing Address Service Address:
Mailing City, State, Zip City, State, Zip:

Current Electric Supplier: New Electric Supplier: New Electric Supplier Telephone #: Effective Date:

Confirmaton of Change in Electric Supplier

Dear Customer:

We are writing to inform you that your electric supplier has been changed from [RES Name] to [RES Name].

The change in your electric supplier was due to one of the following:

- * Your request, or
- * Your local government's participation in a residential aggregation program or
- * A transfer of your supply contract to another supplier.

The change will take effect two business days of [Date]. If you did not request this change or wish to cancel for any reason, please contact [RES Name] at [1-xxx-xxx-xxxx] or ComEd at the number below. You have the right to cancel the change to a new supplier with 10 days, or by [Date]. by contacting [RES Name] at [1-xxx-xxx-xxxx] or ComEd.

We will continue to safely and reliably deliver energy to your home or business as well as restore your service if a power outage occurs.

Should you have questions about your account, please visit us at **ComEd.com**, our mobile app, or contact us Monday-Friday 7am-7pm at 1-800-334-7661.

We support your choice to select a retail electric supplier. To learn more about customer choice, you can visit ComEd.com/CustomerChoice or PlugInIllinois.org.

Thank you for being a valued ComEd customer.

Sincerely,

Our ComEd Customer Operations Team



Eligo Energy IL, LLC - Pecatonica Aggregation Program Terms

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

- 1. Price and Service: For the Initial Term, Customer shall pay the fixed price of 6.084 cents per kWh. Both Parties recognize that components of Vendor's charges include electric tariff chargesthat are authorized by the Illinois Commerce Commission, Independent System Operator, otherstate or governmental agencies having jurisdiction, and/or the Federal Energy RegulatoryCommission. Vendor shall not impose any fees or charges on Customer other than the Price setforth above. While Vendor does not charge Customer a separate fee to switch to Vendor's service,if Customer is currently receiving electricity pursuant to an agreement with another alternativeretail electric supplier, that supplier may charge Customer for switching electricity providers. Customer may compare the fixed price terms herein to market conditions by looking at the ratesposted on Vendor's website and on Customer's monthly bill. In addition, Customer shall pay andbe responsible for all other amounts related to the purchase and delivery of electricity, including applicable taxes and charges. If Customer is interval metered, Customer shall also be responsible for additional costs resulting therefrom. Please see Vendor's website www.eligoenergy.com forcurrent market conditions and updates.
- 2. **Enrollment:** (a) Opt-Out Enrollment (Automatic Enrollments due to non-action within 21 days from the postmark date of this notice). Enrollment is automatic if (i) the account(s) to be served is/are eligible and (ii) Customer does not opt-out of City's electric aggregation program. IF YOU DO NOT WISH TO PARTICIPATE IN THE AGGREGATION PROGRAM, YOU MUST OPT-OUT WITHIN 21 DAYS FROM THE POSTMARK DATE OF THIS NOTICE. YOU CAN OPT-OUT BY RETURNING THE FORM, by calling Eligo at (312) 260 0885, or through email at Pecatonica@eligoenergy.com (b) Opt-In Enrollment (Affirmative Enrollments). Enrollment for the remainder of the current program is open to those who opt-out or are otherwise not automatically enrolled if (i) the account(s) to be served is/are eligible and (ii) Customer chooses to opt-in to the program. You can Opt-In by (1) calling Vendor at (312) 260 0885 or (2) contacting Vendor online at www.eligoenergy.com/cities/il/Pecatonica.
- 3. **Eligibility:** Customer and the Accounts to be served (i) must be located within the jurisdictional boundaries of the City, (ii) must be served by the Utility on one of the following rate classes: BES, BESH, and RDS (which in general terms apply to residential non-electric space heat service and small commercial customers), (iii) may not be under agreement with another Alternative Retail Electric Supplier, and (iv) must be in good credit standing with the Utility.
- 4. **Term:** This Agreement shall become binding on the Effective Date, however, this Agreement is contingent upon: (a) successful enrollment by the Utility and (b) the passage of the Rescission Period without effective cancellation by Customer. Successful enrollment by the Utility is dependent upon (i) the eligibility of Customer's Utility accounts, as determined by the Utility, to take service from an alternative retail electric supplier and to participate in the Utility's purchase of receivables program, and (ii) the accuracy and completeness of the information submitted for enrollment. Service will commence on the later of (a) the meter read in September, 2021 or (b) the first meter read date following successful enrollment by the Utility. Service shall remain in effect for 36 months / billing cycles ("Initial Term"), unless terminated pursuant to the terms of this Agreement. This Agreement will start when Vendor provides confirmation to Customer's local distribution company and the local distribution company initiates the change.
- 5. **Rescission Period:** Customer may cancel enrollment by contacting the Supplier at (312) 260 0885 without penalty up to 10 calendar days after the Utility processes the enrollment request (the "Rescission Period"). However, if you choose to terminate the Eligo Energy Agreement prior to the end of the applicable term, you will not be charged an early termination fee. If you terminate your agreement early, you will be obligated to pay for services rendered under the contract (kWhs supplied) until service is terminated.
- 6. **Termination; Remedies:** If either Party defaults on its obligations under this Agreement (which may include Customer's switching to another electric supplier or the Utility or Customer's failure to pay the Utility), the other Party may terminate this Agreement, as applicable. In addition, if Customer chooses to terminate this Agreement based on a recommendation from the City in the event that Vendor has materially breached the Aggregation Program Agreement between Vendor and the City's, then Vendor shall not be liable to Customer for any damages or penalties resulting from such termination of this Agreement, including claims related to the price received from the Utility or an alternate retail electric supplier being higher than the Price herein, unless Vendor has also materially breached these Terms of Service.
- 7. **Renewal:** In the event the Aggregation Program is not renewed or extended, you will be restored to utility bundled service at the end of the term of this Agreement. If the Aggregation Program is renewed or extended, you will receive a notice with the proposed specific rate, terms and conditions and the opportunity to opt-out of the Aggregation Program.



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- 8. **Billing and Payment:** Customer will continue to receive one monthly electric bill processed and provided by the Utility for Vendor's charges and Utility's delivery charges on the invoice(s) Customer receives from the Utility, and such billing and payment shall be subject to the applicable Utility rules regarding billing and payment procedures. Vendor's charges or credits not invoiced through the Utility shall be invoiced or credited, respectively, directly by Vendor. Vendor may cause the Utility to correct previous invoices in the event of invoicing errors. In the event of a Customer bankruptcy, late payment or nonpayment, Vendor has the right to cancel this Agreement.
- 9. **Taxes:** Any tax levied against Vendor by any governmental entity, exclusive of Vendor's income tax or taxes levied on Vendor's real or personal property, which must be paid by Vendor shall be passed through to and borne and reimbursed by Customer. Customer must provide Vendor with any applicable exemption certificates. Customer shall pay any such taxes unless Vendor is required by law to collect and remit such taxes, in which case Customer shall reimburse Vendor for all amounts so paid.
- 10. **Contact Information:** For any service question or in the event of an emergency such as a power failure or downed power line, Customer should contact ComEd at 800-334-7661. Customer may contact Vendor at (312) 260 0885. For issues concerning this Agreement, Vendor will attempt to resolve the matter within 5 business days of receiving a call or the complaint from Customer. If Customer is not satisfied with the response, or to obtain consumer education materials, Customer may contact the Illinois Commerce Commission at 800-524-0795 or 800-858-9277 for TTY hearing-impaired Customers or visit its website at www.icc.illinois.gov. Customer may also contact the Illinois Attorney General's Office at 1-800-386-5438. Customer shall contact Vendor with any change in Customer's email address and/or withdrawal of consent for electronic retention of customer information.
- 11. **Customer Relocation:** Vendor will waive any fees if Customer moves to a new address outside the Village's boundaries and provides notice to Vendor that Customer is moving prior to termination.
- 12. **Assignment:** Customer may not assign this Agreement without Vendor's written consent. Vendor may transfer, assign or sell this Agreement: (a) in connection with any financing; (b) to any of its affiliates; (c) to anyone succeeding to all or substantially all of Vendor's assets or business; or (d) to another supplier licensed by the Illinois Commerce Commission. This Agreement is binding upon Customer and Vendor, and each party's heirs, successors and permitted assigns. Any required assignment notice will be considered to have been made if mailed to the address in Vendor's records for Customer's account. There are no third-party beneficiaries to this Agreement.
- 13. **Limitations:** ALL ELECTRICITY SOLD HEREUNDER IS PROVIDED "AS IS", AND VENDOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN AGREEMENT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.
- 14. **Force Majeure:** Except for Customer's obligation under this Agreement to pay Vendor for its services, neither Vendor nor Customer will be liable to the other for failure to perform an obligation either was prevented from performing due to an event beyond its reasonable control, that could not be remedied by the exercise of due diligence and that was not reasonably foreseeable, including without limitation, acts of God, a condition resulting from the curtailment of electricity supply or interruption or curtailment of transmission on the electric transmission and/or distribution system, interruption of utility service, terrorist acts or wars, and force majeure events of the utility or independent system operator.
- 15. **Miscellaneous:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard for the conflicts of law provisions thereof. Title, possession, control of the electricity, and risk of loss will pass from Vendor to Customer at the delivery point, which shall be the Utility. Customer appoints Vendor as its agent for the purposes of effectuating delivery, including for receipt of billing and usage data from the Utility. This Agreement shall be considered a Letter of Agency and constitutes the entire agreement between the Parties, superseding all verbal and written understandings. This Agreement shall only be amended in a writing signed by both Parties or with notice from Vendor to Customer as described above. Customer should contact the Utility in the event of an electric emergency at the following numbers: for ComEd residential customers, 1-800-Edison-1; for ComEd business customers, 1-877-4-ComEd-1. Future correspondence may be sent by Vendor to Customer via first class mail and/or electronic mail.

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

Municipal Aggregation Frequently Asked Questions (FAQs)

What is a Municipal Aggregation?

Municipal aggregations are groups of customers, or entire communities that unite to pool, or aggregate their energy buying power. By pooling their buying power and negotiating the price of power from a supplier other than the traditional utility, municipal aggregations can often save participants money on their electricity bills and help them obtain renewable energy certificates and civic grants. ComEd will still be responsible for delivering that power to your home, responding to outages, and billing you for it.

Who is Eligo Energy?

Headquartered in Chicago, Illinois, Eligo Energy is the licensed electricity supplier managing the aggregation.

How do I contact Eligo Energy if I have a question?

If you should ever need to contact Eligo you can email us at customerservice@eligoenergy.com or call us at (312) 260 0885. Our customer service group is available Monday through Friday 8:00 AM to 6:00 PM.

What is the Aggregation Program rate?

As an eligible member of this program, you will automatically receive a price of 6.084 cents per kilowatt-hour (kWh) starting from the first meter reading in 2021 September and expiring in 2024 September.

How will the Aggregation Program impact my current electric service?

Your electricity bill generally has several cost components – distribution and supply. The aggregation program changes only the supply component of your bill. All other components of the bill will not be affected.

Will I continue to get one monthly bill from ComEd?

Yes, you will continue to receive a single bill from ComEd and make one payment. ComEd will continue to read your meter, the only difference you'll see on your electric bill is that Eligo Energy will be listed on the supply portion of your bill. You will continue to contact ComEd for any billing or service questions or if your power ever goes out.

Is there a Green Energy option under the Aggregation Program?

For eligible customers interested in 100% renewable energy, Eligo is proud to provide a clean energy sources option. For an additional 0.4 cents per kWh (rate increases from 6.084 cents per kWh to 6.484 cents per kWh), Eligo will purchase Renewable Energy Certificates (RECs) to cover 100% of your green energy electricity supply requirements. To enroll in this program, please visit www.eligoenergy.com/cities/il/Pecatonica or call Eligo at (312) 260 0885.

What are Renewable Energy Certificates or RECs?

Renewable Energy Certificates ("RECs") are proof that electricity was generated from renewable electricity and was fed into the shared electrical grid. Renewable Energy Certificates provide a mechanism for the purchase of renewable energy that is added to and pulled from the electrical grid. 1 REC = 1 MWh of electricity (1,000 kWh).

Are there additional fees for participating in the aggregation program?

No. If you are a ComEd customer, generally, ComEd will not impose any switching fee for participating in an aggregation program.

Who is eligible to participate?

Residential or small commercial customers located in the municipality may participate.

Do I have to participate in the Municipal Aggregation Program if I do not want to?

No. Although the Aggregation Program is designed to provide savings for you, residents and small businesses that do not want to participate can opt-out without penalty. You may leave the program at any time without incurring any early termination fees.

I'm on ComEd's budget-billing plan. Will that change?

No, you can stay on the budget-billing plan.

Will someone come to my home or call to sign me up?

No one from Eligo Energy or your municipality will ever visit your home to sign you up for electricity services or call you to enroll.

What are the downsides for my Municipality for joining the program?

Residents of municipalities that enrolled in aggregation programs over the last three years in the State of Illinois are reporting no negative issues and are generally pleased with the reduced rates on their electric bills and rate stability. Deregulation of energy in Illinois has resulted in downward pressure on prices across the State.

