



**ORDINANCE NO: 2020-03**

**ORDINANCE ESTABLISHING THE TIME, PLACE AND DATE OF THE REGULAR MEETINGS OF THE BOARD OF LIBRARY TRUSTEES OF THE PALATINE PUBLIC LIBRARY DISTRICT FOR THE CALENDAR YEAR 2020**

**WHEREAS** 30-50 of Chapter 75 Act 16 of the Illinois Compiled Statutes requires the Board to specify annually by ordinance the time, place, and date of the regular meetings;

**NOW THEREFORE**, be it ordained by the Board of Library Trustees of the Palatine Public Library District, Cook County, Illinois that it hereby establishes the following schedule of meetings for 2020. All meetings will be held at 7 pm.

January 21, 2020	Rennack/McElroy Room, Main Library, 700 N. North Ct., Palatine, IL 60067
February 18, 2020	Rennack/McElroy Room, Main Library, 700 N. North Ct., Palatine, IL 60067
March 17, 2020	Rennack/McElroy Room, Main Library, 700 N. North Ct., Palatine, IL 60067
April 21, 2020	Rennack/McElroy Room, Main Library, 700 N. North Ct., Palatine, IL 60067
May 19, 2020	Rennack/McElroy Room, Main Library, 700 N. North Ct., Palatine, IL 60067
June 16, 2020	Rennack/McElroy Room, Main Library, 700 N. North Ct., Palatine, IL 60067
July 21, 2020	Rennack/McElroy Room, Main Library, 700 N. North Ct., Palatine, IL 60067
August 18, 2020	Rennack/McElroy Room, Main Library, 700 N. North Ct., Palatine, IL 60067
September 15, 2020	Rennack/McElroy Room, Main Library, 700 N. North Ct., Palatine, IL 60067
October 20, 2020	Rennack/McElroy Room, Main Library, 700 N. North Ct., Palatine, IL 60067
November 17, 2020	Rennack/McElroy Room, Main Library, 700 N. North Ct., Palatine, IL 60067
December 15, 2020	Rennack/McElroy Room, Main Library, 700 N. North Ct., Palatine, IL 60067



**BE IT FURTHER ORDAINED** that following adoption the schedule of meetings shall be posted in the library, posted on the Library's website, and provided to the media upon request.

ADOPTED this 17<sup>th</sup> day of December, 2019 pursuant to a roll call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Andrea Vanderhoek  
President, Board of Library Trustees  
Palatine Public Library District

ATTEST:

\_\_\_\_\_  
Tracy Boland  
Secretary, Board of Library Trustees  
Palatine Public Library District



STATE OF ILLINOIS )  
  ) SS  
COUNTY OF COOK    )

**SECRETARY'S CERTIFICATE**

I, Tracy Boland, the duly qualified and acting Secretary of the Board of Library Trustees of the Palatine Public Library District, Cook County, Illinois, and the keeper of the records thereof, do hereby certify that attached hereto is a true and correct copy of an Ordinance entitled:

**ORDINANCE NO. 2020-03**

**ORDINANCE ESTABLISHING THE TIME, PLACE AND DATE OF THE REGULAR MEETINGS OF THE BOARD OF LIBRARY TRUSTEES OF THE PALATINE PUBLIC LIBRARY DISTRICT FOR THE CALENDAR YEAR 2020**

adopted at a regular meeting of the said Board of Library Trustees at which a quorum was present held pursuant to the Illinois Open Meetings Acts on the 17<sup>th</sup> day of December, 2019.

**IN WITNESS WHEREOF**, I have hereunto set my hand this 17<sup>th</sup> day of December, 2019.

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Tracy Boland  
Secretary, Board of Library Trustees  
Palatine Public Library District

## 9–Human Resources

### 9–22 Policy Against Discrimination and Harassment

The Library is committed to maintaining a work environment that is free of all forms of discrimination and harassment, including sexual harassment, which that are all illegal under the Illinois Human Rights Act (IHRA) and Title VII of the U.S. Civil Rights Act of 1964 (Title VII). In keeping with this commitment, the Library will not tolerate discrimination against or harassment of or by Library employees, by or to anyone, including any supervisor, co-worker, Trustee, vendor, patron, contractor, or other regular visitor of the Library by any means, including via electronic communication. Violation of this policy shall be considered grounds for disciplinary action up to and including termination or censure.

#### Discrimination

Discrimination consists of employment actions taken against an individual based on an actual or perceived characteristic protected by law, such as sex, race, color, ancestry, national origin, citizenship status, religion, age, disability, marital status, sexual orientation, gender identity, pregnancy, military or veteran status, genetic information, order of protection status, or any other category protected by applicable law. In other words, discrimination occurs when an individual is treated differently or unequally because the individual is a member of a protected group.

#### Harassment

Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's actual or perceived protected status such as sex, race, color, ancestry, national origin, citizenship status, religion, age, disability, marital status, sexual orientation, gender identity, pregnancy, military or veteran status, genetic information, order of protection status, or any other category protected by applicable law. The Library will not tolerate harassing conduct that affects tangible job benefits; interferes unreasonably with an individual's work performance; or creates an intimidating, hostile, or offensive working environment.

The conduct forbidden by this policy specifically includes, but is not limited to: (a) epithets, slurs, negative stereotypes, or intimidating acts that are based on a person's protected status; and (b) written or graphic material circulated or posted within the workplace that shows hostility toward a person because of their protected status.

#### Sexual Harassment

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when made to or by an employee where:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of a person's employment;
2. Submission to or refusal to engage in such conduct is used as the basis for any employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment, as defined above, may include, but is not limited to:

1. Uninvited sex-oriented verbal "kidding" or demeaning sexual innuendoes, leers, gestures, teasing, sexually explicit or obscene jokes, remarks or questions of a sexual nature;
2. Graphic or suggestive comments about an individual's dress or body;
3. Displaying sexually explicit objects, photographs, writings, or drawings;
4. Unwelcome touching, such as patting, pinching, or constant brushing against another's body;
5. Suggesting or demanding sexual involvement of another employee, whether or not such suggestion or demand is accompanied by implicit or explicit threats concerning one's employment status or similar personal concerns; or
6. Textual/Electronic: "sexting" (electronically sending messages with sexual content, including pictures and video), the use of sexually explicit language, harassment, cyber stalking, and threats via all forms of electronic communication (email, text/picture/video messages, intranet/online posting, blogs, instant messages, and social network websites like Facebook and Twitter).

Even if two or more employees are engaging in consensual conduct, such conduct could constitute harassment of or discrimination against another employee who witnesses or overhears the conduct.

Investigation Procedure

All Library employees are responsible to help ensure that harassment and discrimination do not occur and are not tolerated. An employee who believes that they have been subjected to sexual or other types of harassment or discrimination, or who has witnessed harassment or discrimination, should immediately submit a complaint to their supervisor, any other manager or supervisor, or the Human Resources Department. If a manager or supervisor receives a complaint of harassment or discrimination directly from an employee, or becomes aware of such conduct, the complaint or conduct shall be immediately reported to the Human Resources Department.

The Human Resources Department [or its designee](#) shall promptly investigate all complaints and make all reasonable efforts to resolve the matter informally. These efforts may include, but are not limited to, convening conferences with the complainant or the accused harasser/discriminator to discuss the complaint and the results of the investigation. If the complainant or the accused is not satisfied with the disposition of the investigation, they may submit in writing an appeal to the Executive Director or their designee, who will review the investigation report and make a final decision. At the Executive Director's option, they or their designee may conduct further investigation, if necessary.

[Complaints involving an elected or appointed official shall be submitted to the Executive Director. The Executive Director shall, in consultation with legal counsel, ensure that an independent review is conducted with respect to such allegations.](#)

The right to confidentiality, both of the complainant and of the accused, will be respected consistent with Library's legal obligations and with the necessity to investigate allegations of misconduct and to take corrective action when misconduct has occurred.

A substantiated complaint against an employee or Trustee will subject the employee or Trustee to disciplinary action, up to and including termination or censure. If an investigation results in a finding that the complainant falsely accused another of harassment or discrimination knowingly or in a malicious manner, the complainant will be subject to appropriate discipline, up to and including termination or censure.

#### Retaliation Prohibited

Reporting harassment or discrimination or participating in an investigation will not reflect adversely upon an individual's status or affect future employment. Any form of retaliation against an employee who reports harassment or discrimination or participates in an investigation is strictly prohibited by the Illinois Human Rights Act, the Illinois State Officials and Employees Act, the Illinois Whistleblower Act, Title VII of the Civil Rights Act of 1964, and Library

policy. Any employee or Trustee who retaliates against another for exercising their rights under this policy shall be subject to discipline, up to and including termination or censure.

#### Resolution Outside the Library

The purpose of this policy is to establish prompt, thorough, and effective procedures for responding to every complaint and incident so that problems can be identified and remedied internally. However, an employee has the right to contact the Illinois Department of Human Rights (IDHR) or the Equal Employment Opportunity Commission (EEOC) about filing a formal complaint. An IDHR complaint must be filed within 180 days of the alleged incident(s) unless it is a continuing offense. A complaint with the EEOC must be filed within 300 days.

#### Contact Information:

Illinois Department of Human Rights (IDHR)  
Chicago: 312-814-6200 or 800-662-3942; TTY: 866-740-3953

Illinois Human Rights Commission (IHRC)  
Chicago: 312-814-6269; TTD: 312-814-4760

United States Equal Employment Opportunity Commission (EEOC)  
Chicago: 800-669-4000; TTY: 800-669-6820

(Adopted 11-13-96; Last Revised 5-21-19, Effective 7-1-19)

Policy 9 Comprehensive Review: Adopted 11-13-96; Last Revised 5-21-19, Effective 7-1-19.

BYLAWS  
PALATINE PUBLIC LIBRARY DISTRICT

ARTICLE I ESTABLISHMENT

The Palatine Public Library District (the Library) is established and conducted as a library district in accordance with the Illinois Public Library District Act of 1991, Illinois Compiled Statutes, Chapter 75, Act 16 (the Act). The District was established pursuant to conversion of the Palatine Village Library by referendum dated September 10, 1974, for the use and benefit of eligible residents of the District.

The Library is financed primarily by property taxes levied by the Library and collected by Cook County on taxable property within the District, pursuant to said statutes, 75 ILCS 16/35-5 and 16/35-25, et seq. Unless indicated to the contrary, where reference is made to state statutes, these bylaws merely repeat the requirements of the statute for reference and it is the intent of this Board that any future amendments to state statutes are incorporated herein by present reference to such statutes. All statutory references are to 75 ILCS Act 16 unless indicated otherwise.

ARTICLE II BOARD OF LIBRARY TRUSTEES

Section II-1: Definition

The Board of Library Trustees shall consist of seven members elected to staggered terms in accordance with the Act.

Section II-2: Qualifications

A trustee must be a resident of the Library District for at least one year and a registered voter. Complete requirements are specified in 75 ILCS 16/30. Persons who are elected, appointed, or candidates for election to the Board of Trustees must file an annual written Statement of Economic Interest.

Section II-3: Elections

All elections for Trustees shall be conducted in accordance with the provisions of the Election Code of the State of Illinois and the Act.

Section II-4: Organization of the Board

Within 74 days after their election, and following certification thereof by the Cook County Clerk, the incumbent and new Trustees shall meet in public session to ~~take their~~ administer oaths of office to newly elected Trustees and organize the Board. The first order of business shall be to elect a President pro tem and Secretary pro tem. The Secretary shall certify the membership of the Board and



administer the oath of office to newly elected Trustees. The Trustees shall elect from their membership a President, Vice President, Treasurer, and Secretary. These officers shall serve terms of two years ending on the third Monday of the month following each regular election or until their successors are duly elected by the Board.

#### Section II-5: Terms of Office

The full term of office for a Library Trustee shall be four years, from the third Monday of the month following the election.

#### Section II-6: Vacancies

Vacancies shall be declared in the office of Trustee in conformance with Section 30-25 of the Act. Vacancies shall be filled by appointment by the remaining Trustees until the next regular library election, at which time a Trustee shall be elected to fill the remainder of the unexpired term. If, however, the vacancy occurs with less than 28 months remaining in the term, and if the vacancy occurs less than 88 days before the next regular scheduled election for this office, then the person appointed shall serve the remainder of the unexpired term and no election to fill the vacancy shall be held.

#### Section II-7: Compensation and Expenses

Trustees shall serve without compensation but shall be reimbursed from Library funds for actual and necessary expenses incurred in the performance of their duties.

#### Section II-8: Powers

The Board shall have such powers as are set forth in Section 30-55 of the Act and other relevant statutes. The Board shall have authority only when acting as a Board in legal session. The Board shall not be bound in any way by any statement or action on the part of an individual member except when acting on specific instructions from the Board.

#### Section II-9: Conflicts of Interest

Members of the Board shall not participate in any discussion or vote on any matter in which they or a member of their immediate family has potential conflict of interest due to having material economic or other material conflicting involvement regarding the matter being discussed. When such a situation presents itself, the Trustee shall announce ~~his or her~~their potential conflict, recuse ~~himself or her~~themself from discussion of the matter, and disqualify ~~himself or her~~themself from voting on the matter involved. The President is expected to make inquiry if such conflict appears to exist and the Board member

has not made it known. The Vice President is expected to make inquiry if a conflict of interest appears to exist for the President. Any Trustee may bring up the appearance of a conflict of interest.

## ARTICLE III—OFFICERS AND DUTIES

### Section III-1: Officers

The officers of the Board shall be a President, Vice President, Treasurer, and Secretary. The officers are elected by members of the Board from its own membership at the organizational meeting following the biannual election.

### Section III-2: The President

The President shall preside at all meetings. The President shall execute all documents authorized by the Board; shall appoint all necessary committees and serve ex-officio as a member of all committees; shall have authority to sign all checks for expenditures; and shall perform such duties as are imposed upon the office by law or by regulations, ordinances, or other appropriate action of the Library Board. The President shall not have nor exercise veto power. (~~75 ILCS 16/30-45(b)-1~~). The President shall be the official voice of the Board to the news media and for responding to written comments from patrons. The President may delegate responsibility for responding to written comments from patrons to the Executive Director.

### Section III-3: The Vice President

In the absence of the President, the Vice President shall preside at all meetings and perform such duties as are imposed upon the office of the President by law or by action of the Board. The Vice President shall assist the President with the duties as requested by the President and may be the representative for the Board at public events or in associate bodies.

### Section III-4: The Treasurer

The Treasurer shall keep and maintain all financial accounts and records of the Library, indicating therein a record of all receipts, disbursements, and balances in any funds. The records shall be subject to audit each fiscal year by a professional accountant licensed to practice in the State of Illinois. The audit shall certify the following:

- ~~1.~~ ● cash on hand as of July 1;
- ~~2.~~ ● total cash receipts from all sources;
- ~~3.~~ ● total disbursements;
- ~~4.~~ ● discrepancies;
- ~~5.~~ ● any other information deemed pertinent by the Board.

Such audit shall be accompanied by a professional opinion by the auditor regarding the financial status of the Library and the accuracy of the audit, or, if an opinion cannot be expressed, a declaration that such accountant is unable to express such an opinion and an explanation of the reasons.

The Treasurer shall give bond to the Library to faithfully discharge the duties of the office and to account to the Library for all Library funds coming into the Treasurer's hands. The bond shall be in such amount and with such sureties as approved by the Board. The minimum bond shall be 50 percent of the total funds received by the Library in the last fiscal year. The cost of the bond shall be borne by the Library. As an alternative to a personal bond on the treasurer, the treasurer may secure for the district an insurance policy or other insurance instrument that provides the district with coverage for negligent or intentional acts by district officials and employees that could result in the loss of district funds. The coverage shall be in an amount at least equal to 50% of the average amount of the district's operating fund from the prior 3 fiscal years. The coverage shall be placed with an insurer approved by the board. The cost of any such coverage shall be borne by the district. The system shall provide the Illinois State Library a copy of the district's certificate of insurance at the time the district's annual report is filed. (75 ILCS 16/30-45)

#### Section III-5: The Secretary

The Secretary shall keep and maintain appropriate records for the term in office, including a record of the minutes of all meetings; the names of those in attendance; the ordinances enacted; resolutions, rules, and regulations adopted; and all other pertinent written matter as affect the operation of the Library. The records shall be subject to an audit by two other Trustees appointed by the President and shall be conducted each fiscal year. The report shall be filed and submitted as part of the Illinois Public Library Annual Report not later than the 90th day following the completion of the fiscal year. Such report shall certify as to the accuracy of the records of the Secretary, their completeness, and list the discrepancies, if any. The Secretary shall have the power to administer oaths and affirmations for the purposes of the Act.

#### Section III-6: Absences of Officers

In the absence of the President from a legally called meeting, the Vice President shall preside and perform the duties of the office. Should the Secretary be temporarily unable to perform the duties of the office, a Secretary pro tem shall be appointed from the Board by the presiding officer. Should the Treasurer be temporarily unable to perform the duties of office, the presiding officer shall ~~designate an Acting~~ appoint a Treasurer pro tem who shall perform the duties of the Treasurer.

## ARTICLE IV—MEETINGS

### Section IV-1: Open Meetings

All meetings of the Board shall be public meetings except those specifically excepted in the Open Meetings Act (5 ILCS 120). Executive sessions or closed meetings shall be held only upon a roll call vote of the Board and only as authorized by statute.

### Section IV-2: Regular Meetings

Prior to the beginning of each calendar or fiscal year, the Board shall give public notice of the schedule of its regular meetings, which notice must state the regular dates, time, and places of these meetings for the coming year, as provided by statute. The date, time, or place of a regular meeting may be temporarily rescheduled by a roll call or voice vote at the regular meeting prior to the meeting affected. If a change is made in regular meeting dates, at least 10 days' notice of such change shall be given by publication in a newspaper of general circulation in the District. (5 ILCS 120/2.03)

### Section IV-3: Special Meetings

Special meetings of the Board may be called by the President or Secretary or by any four Trustees. All meetings shall comply with the provisions of the Open Meetings Act.

### Section IV-4: Quorum

As provided by statute, a quorum shall consist of four Trustees, and a majority of those present shall determine the vote taken on the question unless a larger majority is specified in the Act.

### Section IV-5: Electronic Attendance at Meetings

The ~~Palatine Public Library District~~Board may permit meeting attendance via video or audio conference at Board or Board Committee meetings to conduct Library business under the following circumstances:

- ~~1.~~ 1.—A quorum of the Board or committee must be physically present throughout the meeting. ~~;~~ ~~and~~
- ~~2.~~ 2.—A member requesting to attend by video or audio conference shall give two hours' notice to the Executive Director or designee stating the reason for the inability to physically attend, unless advance notice is impractical. ~~;~~ ~~and~~

- ~~3.~~—A majority of the Board or committee members physically present must vote at that meeting to allow a member to attend the same meeting by video or audio conference. ~~;~~ ~~and~~
- ~~4.~~—The requesting member may attend remotely due to personal illness or disability, employment purposes or other business of the Library, or a family or other emergency. The requesting member must publicly state for the Board at ~~least one of the following approved~~ their reasons for attending by video or audio conference. ~~;~~
  - ~~—a. personal illness or disability; or~~
  - ~~—b. employment purposes or the business of the Library; or~~
  - ~~—c. a family or other emergency.~~

All meetings must comply with the provisions of the Illinois Open Meetings Act, including 5 ILCS 120/7. Any Board member attending a meeting ~~in~~ in-person or by electronic participation is entitled to vote on all issues before the Board or committee.

The Secretary will record in meeting minutes the names of those members who are physically present and those attending electronically.

#### Section IV-6: Voting

As provided by statute, all votes on any question shall be publicly voiced by ayes and nays and recorded by the Secretary. Absentees and abstentions from voting shall be noted.

#### Section IV-7: Order of Business

The order of business for regular meetings shall include, but not be limited to, the following items that shall be covered in the sequence shown so far as circumstances permit:

1. Call to order
2. Roll call/Trustee requests to attend meeting via electronic means
3. Approval of agenda
4. Introduction of visitors
5. Public comment
6. Liaison reports
7. Unfinished business
8. New business
9. President's report
10. Director's report
11. Committee reports

12. Consent agenda
  - a. Approval of minutes of previous meetings
  - b. Financial report and authorization of expenditures
  - c. Other routine matters
13. Correspondence
14. Adjournment

#### Section IV-8: Public Participation

All regular, annual, and special meetings shall be open to members of the public. Members of the public present, individually or as organized groups, who wish to publicly comment or speak to the Board may do so in accordance with the Library's policy, Appendix 0: Rules of Procedure for Public Meetings and Hearings.

Because the Board recognizes its responsibilities to conduct the business of the Library in an orderly and efficient manner, requests by members of the public to place a topic on a Board meeting agenda must be made four business days (Monday—Friday, 9 a.m. to 5 p.m.) before the regular or special meeting so that it may be considered for inclusion in the Board agenda for that meeting. Requests should state fully the reason for the request and should give the name of the designated spokesperson, if any. Requests to add a topic to the meeting agenda may be made in person or by phone to the Executive Director or designee during business hours or via email to the President of the Board. In extraordinary circumstances, and at the discretion of the President, any matter may be raised even though not included in the agenda for that meeting.

The Board reserves the right to confine the discussion to a definite period of time and to refer the matter to a future Board or Board committee meeting for further deliberation.

#### Section IV-9: Conduct of Meetings

Proceedings of all meetings shall be governed by Roberts Rules of Order, most recent edition, and applicable laws of the State of Illinois.

#### Section IV-10: Suspension of Rules

Any rule or resolution of the Board, whether contained in these bylaws or otherwise, may be suspended temporarily in connection with business at hand, but such suspension, to be valid, may be taken only at a meeting at which two-thirds of the members of the Board (five or more) shall be present and two-thirds of those present (four or more) shall so approve. Statutory requirements may not be suspended.

### ARTICLE V—COMMITTEES

### Section V-1: Standing Committees

The Board shall have two standing committees, a Policy Committee and a Finance Committee. The term of service of members of standing committees shall be until the end of the fiscal year in which they were appointed or until their successors are appointed.

### Section V-2: Special Committees

Special committees of the Board may be created for specific purposes as the Board may require from time to time. A special committee shall be considered discharged upon the completion of the purpose for which it was created and after a final report is made to the Board. The Chair and members of special committees shall be appointed by the President. No committee shall have other than advisory powers unless the Board grants it specific power to act which grant of authority may not include the power to legally bind the Board or would constitute a delegation of the Board's statutory authority.

### Section V-3: Nominating Committee

At a regular meeting of the Board of Library Trustees prior to the organizational meeting at which the officers of the Board shall be elected, the outgoing President shall appoint a nominating committee. This committee shall be composed of two continuing members of the Board. This committee's charge is to nominate a slate consisting of one candidate for each office and to present such slate at the organizational meeting of the Board.

### Section V-4: Committee of the Whole

The Board members may meet from time to time as a Committee of the Whole. All Committee of the Whole meetings are subject to the provisions of the Open Meetings Act.

### Section V-5: Policy Committee

The Policy Committee shall consist of two or more members appointed by the President at the first regular meeting of the fiscal year. The Policy Committee shall be charged with reviewing Library policies on an ongoing basis according to a schedule.

### Section V-6: Finance Committee

The Finance Committee shall consist of two or more members appointed by the President at the first regular meeting of the fiscal year. The Treasurer shall serve as chairperson. The Finance Committee has supervision of all financial matters

relating to the Library. ~~Specifically~~Specifically, this committee must perform the following tasks:

- ~~1.~~1. ~~P~~Prepare the annual Library tax levy and review with the Board for submission to Cook County in December.
- ~~2.~~2. ~~P~~Prepare and present the annual budget for adoption by the Board.
- ~~3.~~3. ~~M~~Monitor the Library's investments and make investment decisions within the financial management policy and applicable state statutes.

## ARTICLE VI—AMENDMENTS

### Section VI-1: Procedure

Amendments to these bylaws shall be in writing and may be proposed at any regular meeting of the Board. Such amendments shall be voted on at the next regular meeting and adopted by four or more of all members of the Board. Statutory provisions shall not be amended.

(Adopted December 9, 1992; Last Revised February 13, 2019, Effective March 1, 2019)



## **APPENDIX 0—Rules of Procedure for Public Meetings and Hearings**

The Board of Trustees of the Palatine Public Library District encourages and welcomes public participation and input and will hear any individual pursuant to the guidelines outlined in this policy. The purpose of this policy is to ensure that individuals are allowed time to address the Board while permitting the Board to conduct its meeting or hearing in an efficient and effective manner. Procedures for members of the public to request that a topic be placed on a Board meeting agenda are found in Section IV-8 of the Board Bylaws.

Therefore, during each regular meeting or scheduled hearing, a period of time not to exceed 60 minutes will be devoted to comments presented by the public. If there are no members of the public wishing to address the Board, the Board will continue with the meeting or hearing.

### **Open Meetings Act**

All public meetings and hearings are subject to and conducted in accordance with the Illinois Open Meetings Act (5 ILCS 120).

### **Registration of Public Participants**

Anyone who wishes to comment in a public meeting or hearing must sign in at the public meeting or hearing, providing full name, noting topic on which they wish to speak, [stating whether they are a resident of the District](#), and listing any organization(s) represented, if applicable.

### **Comment Procedures**

Procedures for public participation and for requesting that any topic be placed on the agenda of a Board meeting are described in the Board ~~bylaws~~[Bylaws](#).

Public participation and comment will be permitted during the “Public Comment” portion of the agenda.

The Board President or person presiding over the meeting will ask if anyone wishes to address the Board and will determine the order in which the speakers are recognized. Groups are asked to designate a single spokesperson.

When called upon, the person should come to the podium or designated speaking area; state ~~his or her~~[their](#) name; state the topic of comment; and, if speaking for an organization or other group, identify the group represented. No person may speak without first being recognized by the ~~P~~presiding ~~O~~fficer.

All remarks should be addressed to the Board as a whole, not to individual Trustees or ~~S~~staff.

Questions, if any, should be directed to the ~~P~~presiding ~~O~~fficer who will determine whether, or in what manner, an answer will be provided.

### **Time Allocation for Comments**

Each individual will have five minutes to present ~~his or her~~their comments. If a person is unable to complete comments in the allotted time, ~~he or she~~they may submit comment in written form.

A majority vote of the Board may alter the enumerated time allocations for individuals or the cumulative limit based on the number of persons wishing to speak.

### **Questions of Speakers**

Members of the Board who wish to ask clarifying questions of the speaker during the public meeting or hearing may do so, but only after first being recognized by the ~~P~~Presiding ~~O~~Officer. Interaction with the speaker is limited to a question or questions, rather than an ongoing dialogue.

### **Recording of Meetings**

While persons attending an open meeting are permitted to record the proceedings, recording should not be allowed to interfere with the overall decorum and proceeding of the meeting. (1975 Ill. Att’y Gen. Op. 17)

### **Orderly and Civil Meeting or Hearing**

The ~~P~~Presiding ~~O~~Officer may take such actions as are required to maintain an orderly and civil meeting or hearing. Discourtesy or disorderly conduct will be deemed a breach of order, and such misconduct will be dealt with as appropriate.

(Appendix referenced in the Bylaws. Approved by PPLD Board of Trustees 9-10-08, Last Revised 11-14-18, Effective 12-1-18)



## INTERNAL MEMO

TO: Library Board of Trustees  
FROM: Jeannie Dilger, Executive Director  
DATE: December 9, 2019  
SUBJECT: Utilities Contracts

Trustees,

Our utilities contracts are expiring in early 2020. Facilities Manager Gregg Szczesny has been working with our broker on new pricing.

For electricity, we are currently with Constellation, but their pricing came back higher this time. Engie offers more competitive pricing. We recommend a three-year contract to lock in lower-than-usual rates.

For gas, our broker says we have two options:

1. Full Requirements – No contract quantities; whatever we use that month is what we purchase. This price for one year is trading around \$.335-\$.34 per therm. Still slightly lower than our current price.
2. Contracted Volumes – Basically we contract to purchase minimums of gas based on an average use over the past 2 years. This gives us better pricing since the company knows how much to buy for us and can store it. If we exceed that volume, we pay .02 therm above the actual weighted average cost of gas for the therms used beyond the contracted volume. If we use less, we get .01 credit per therm. This can save us money, but there is some risk if we were to greatly exceed the contracted volumes.

12-month fixed price	\$.30-\$.305 per therm
24-month fixed price	\$.295-\$.30 per therm

We recommend a three-year contract with contracted volumes.

Utilities are not subject to competitive bidding under Illinois law. However, these contracts would exceed \$25,000 over the course of three years, and therefore require Board approval under Policy 5—Financial Management.



Please note that these prices will change between the date of this memo and the board meeting. I will bring contracts with up-to-date pricing on December 17 for board approval.

Sincerely,

*Jeannie Dilger*

Executive Director

## **MASTER ELECTRIC ENERGY SALES AGREEMENT**

This Master Electric Energy Sales Agreement (this "Agreement") is entered into effective as of the \_\_\_ day of \_\_\_\_\_ 20\_\_\_ (the "Effective Date") by and between ENGIE Resources LLC ("ENGIE"), a Delaware corporation and **Error! Reference source not found.** ("Customer"). ENGIE and Customer are also referred to herein individually as a "Party" and collectively as the "Parties." Unless provided to the contrary, capitalized terms are defined in Section 3.

### **SECTION 1. TRANSACTION TERMS AND CONDITIONS**

1.1 **Purchase and Sale.** Subject to the terms and conditions set forth herein, ENGIE shall sell and deliver and Customer shall purchase and receive Firm Full Requirements Service pursuant to a Sales Confirmation attached hereto and the terms and conditions specified herein. Any conflict between the terms and conditions of this Agreement and the terms and conditions in an applicable Sales Confirmation shall be resolved in favor of the Sales Confirmation. During the term of this Agreement, should ENGIE fail to deliver sufficient quantities of electricity to the local utility distribution company for delivery to Customer or fail to schedule the delivery of electricity to Customer by the local utility distribution company, Customer and ENGIE recognize: (i) the local utility distribution company, per the local utility distribution company's Tariff responsibilities, nevertheless is obligated to deliver sufficient electricity to satisfy Customer's needs and (ii) ENGIE shall settle with the ISO subject to Section 1.4 herein at no additional cost or expense to Customer with respect to the purchase of electricity to cover any such failure.

1.2 **Contract Price.** Customer shall pay ENGIE the Contract Price, as specified in an applicable Sales Confirmation, for the quantity of electric energy consumed in a Billing Cycle.

1.3 **Term.** This Agreement shall be effective on the Effective Date and shall remain in effect until terminated by either Party upon thirty (30) days prior written notice. Notwithstanding the foregoing, the termination of this Agreement shall not affect or excuse the performance of either Party pursuant to any provision of this Agreement that by its terms survives any such termination and provided, further, any Sales Confirmations executed pursuant to this Agreement shall remain in effect, and the provisions of this Agreement shall continue to apply thereto, until both Parties have fulfilled any and all of their respective obligations with respect to the underlying transactions.

1.4 **Billing and Payment.** As soon as practicable following the receipt of any invoice detailing Utility Related Charges, ISO fees or charges, and Customer's metered electric energy consumption, ENGIE will deliver to Customer an invoice setting forth the amount due for the preceding Billing Cycle. Such invoice shall include the monthly charges for energy consumption and any other charges or fees imposed pursuant to the terms of this Agreement, and any applicable Taxes and Utility Related Charges. ENGIE may, however, use estimated data for billing purposes hereunder provided that such estimates will be subject to future reconciliation upon receipt of final data regarding the actual quantity of energy consumed for the applicable Billing Cycle. As measured from the date of the invoice, payment shall be due to ENGIE by check, electronic transfer or any other mutually agreed upon payment method in accordance with the payment terms of the Sales Confirmation. Overdue payments will accrue interest at the Interest Rate from the due date to the date of payment. If any amount of an invoice is disputed in good faith, the entire amount shall be paid when due. Any disputed amounts that are ultimately determined to be owed to Customer shall be repaid by ENGIE with interest accrued at the Interest Rate from the date payment was due through the date of re-payment to the Customer. Notwithstanding the foregoing, if ENGIE elects to utilize the applicable local utility to distribute invoices, Customer shall comply with the billing and payment requirements of the local utility.

### **SECTION 2. GENERAL TERMS AND CONDITIONS**

2.1 **Notices.** Notices, correspondence, and address changes shall be in writing and delivered by regular or electronic mail, facsimile, or similar means or in person. Notice by facsimile, electronic mail or hand delivery shall be deemed to have been received on the date transmitted or delivered (after business hours deemed received on next Business Day) and notice by overnight mail or courier is deemed received two (2) Business Days after it was sent. All notices shall be provided to the person and addresses specified in Section 4, or to such other person and address as a Party may from time to time specify in writing to the other Party.

2.2 **Taxes.** "Tax(es)" means all fees and taxes (other than income taxes) imposed by a governmental authority on the purchase and sale of electricity, including utility, gross receipts, sales, use, franchise and excise taxes. Customer is responsible for all Taxes and shall reimburse ENGIE for the cost of any such Tax without markup, whether levied directly on Customer or ENGIE. Customer will provide any applicable Tax exemption certificates, and until provided, no exemption will apply. Customer and ENGIE will administer and implement this Agreement with the intent to minimize Taxes. ENGIE will not refund or credit previously paid Taxes, but will assign to Customer applicable refund claims.

2.3 **Title, Risk of Loss.** Title, liability and risk of loss associated with the electric energy purchased and sold hereunder shall pass from ENGIE to Customer at the delivery point specified in an applicable Sales Confirmation.

2.4 **Credit Assurances.** If requested by a Party, the other Party or its Guarantor shall make available within a reasonable period of time copies of all its SEC Form 10-K and/or Form 10-Q reports or, if such reports are unavailable, copies of the Party's most recent audited financial statements. Such reports shall be prepared in accordance with generally accepted accounting principles; provided, however, that should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as such Party or such Guarantor diligently pursues the preparation, certification and delivery of the specified reports. If either Party has reasonable grounds to believe the other Party has experienced a Material Adverse Change or the other Party's creditworthiness or performance under this Agreement has become unsatisfactory, then that Party shall provide the other Party with written notice requesting Performance Assurance in an amount determined by the requesting Party in a commercially reasonable manner. Upon receipt of such notice, the receiving Party shall have three (3) Business Days to remedy the situation by providing such Performance Assurance to the requesting

Party. In the event that the receiving Party fails to provide such Performance Assurance within three (3) Business Days of receipt of such notice, then an Event of Default shall be deemed to have occurred and the requesting Party shall be entitled to any remedies set forth in this Agreement.

**2.5 Force Majeure.** "Force Majeure" shall mean an event that is beyond the reasonable control of the Claiming Party that could not have been prevented by the exercise of due diligence, including, but not limited to: acts of God; civil disturbances or disobedience; labor dispute, labor shortage; sabotage; explosions; accidents affecting machinery or power lines; lightning; earthquakes; fires; storms; tornadoes, floods, failure of transmission or distribution, failure of generation, acts of a public enemy; and the direct or indirect effect of governmental orders, actions or interferences (so long as the Claiming Party has not applied for, assisted in, or failed to reasonably oppose such government action). Nothing contained herein shall be construed to require a Claiming Party to settle any strike or labor dispute. If either Party is rendered unable by Force Majeure to carry out, in whole or part, its obligations under this Agreement, such Party shall give notice and provide full details of the event to the other Party in writing as soon as practicable after the occurrence of the event. During such Force Majeure period, the obligations of the Parties (other than the obligation to make payments then due or becoming due with respect to performance prior to the event) will be suspended to the extent required. The Party claiming Force Majeure will make all reasonable attempts to remedy the effects of the Force Majeure and continue performance under this Agreement with all reasonable dispatch; provided, however, that no provision of this Agreement shall be interpreted to require ENGIE to deliver, or Customer to receive, electric energy at points other than the delivery point(s). Force Majeure shall not include (a) Customer's decision to shut down, sell or relocate its facilities or (b) economic loss due to Customer's loss of markets or suppliers.

**2.6 Events of Default.** An "Event of Default" means, with respect to a Party alleged to have taken or been affected by any of the actions set forth below in this section (the "Defaulting Party"): (a) the failure by the Defaulting Party to make, when due, any payment required under this Agreement if such failure is not remedied within five (5) Business Days after written notice of such failure is given to the Defaulting Party by the other Party ("Non-Defaulting Party"), or (b) any representation or warranty made by the Defaulting Party in this Agreement proves to have been false or misleading in any material respect when made or ceases to remain true during the Term; or (c) the failure by the Defaulting Party to perform any covenant set forth in this Agreement and for which a remedy is not provided herein and such failure is not excused by the other Party in writing or by Force Majeure or cured within five (5) Business Days after written notice thereof to the Defaulting Party; or (d) the failure of a Party to provide Performance Assurance in accordance with Section 2.4; or (e) absent agreement to the contrary the failure of Customer to utilize ENGIE as its sole supplier of electric energy for the facilities and accounts specified in an applicable Sales Confirmation (absent a failure to perform by ENGIE); or (f) the Defaulting Party: (i) makes an assignment or any general arrangement for the benefit of creditors; or (ii) otherwise becomes Bankrupt or Insolvent.

**2.7 Remedies upon Event of Default.** If an Event of Default occurs, the Non-Defaulting Party shall have the right (i) to liquidate and terminate any and all Sales Confirmations hereunder and/or (ii) suspend performance. If Non-Defaulting Party elects to terminate and liquidate, it shall calculate the aggregate amount of losses or gains it incurs in accordance with the following formula: Termination Payment = (Contract Price – Current Market Price) x (the amount of electricity remaining to be delivered under the terminated Sales Confirmations as shown in the Monthly Anticipated Consumption table attached thereto). The Non-Defaulting Party shall provide a written explanation of its calculation of the Termination Payment to the Defaulting Party, and the Termination Payment shall be due within five (5) Business Days thereafter.

**2.8 Limitation of Liability.** FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER DAMAGES OR REMEDIES HEREBY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES IN TORT, CONTRACT UNDER ANY INDEMNITY PROVISION OR OTHERWISE.

**2.9 Indemnification.** Except as limited by Section 2.8, each Party shall indemnify, defend and hold the other Party harmless from claims, demands and causes of action asserted against the indemnitee by any person arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to electric energy is vested in such Party as provided in Section 2.3.

**2.10 Representations and Warranties.** As a material inducement to entering into this Agreement, each Party, with respect to itself, represents and warrants to the other Party as of the Effective Date as follows: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this Agreement; (b) it has all regulatory authorizations, permits and licenses necessary for it to legally perform its obligations under this Agreement; (c) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law, rule, regulation, order, writ, judgment, decree or other legal or regulatory determination applicable to it; (d) this Agreement and each other document executed and delivered in accordance with this Agreement constitute its legally valid and binding obligation enforceable against it in accordance with its terms, subject to any equitable defenses; (e) it is not Bankrupt or Insolvent and there are no reorganization, receivership or other arrangement proceedings pending or being contemplated by it, or to its knowledge threatened against it; and (f) it has read this Agreement and fully understands its rights and obligations under this Agreement, and has had an opportunity to consult with an attorney of its own choosing to explain the terms of this Agreement and the consequences of signing it. Customer further represents and warrants to ENGIE throughout the term of this Agreement that no facility or account listed on Attachment A, Exhibit 1 is classified by the applicable utility as a residential account. With the exception of any warranty that is expressly set forth in this Agreement, ENGIE and its successors, assigns and delegates make NO WARRANTY OF ANY KIND, EITHER EXPRESS OR

IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE with regard to the services ENGIE provides or the activities Customer undertakes, pursuant to this Agreement. ENGIE has no duty to advise Customer or exercise judgment on Customer's behalf as to the merits or suitability of any transactions that ENGIE proposes to enter into with Customer.

2.11 Confidentiality. Neither Party shall disclose, unless authorized in writing by the other Party, the terms of this Agreement to a third party (other than the Party's employees or its lenders, counselors or accountants who have agreed to keep such terms confidential) except in order to comply with any applicable law, order, regulation or exchange rule, to collect debts owed or to obtain transmission, distribution, ancillary or other regulated services; provided, each Party will notify the other Party of any proceeding of which it is aware which may result in non-routine disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation; provided, all monetary damages shall be limited to direct actual damages and a breach of this section shall not give rise to a right to suspend or terminate this Agreement.

2.12 Modification of Agreement. Any alteration, deletion or addition to this Agreement shall be effective only if made in a written amendment executed by both Parties. No amendment, modification or supplement shall be made to this Agreement by course of performance, course of dealing or usage of trade, or by the failure of a Party to object to a deviation from the terms of this Agreement.

2.13 Assignment and Binding Effect. Neither Party will assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other Party. Consent to assignment shall not be unreasonably withheld. Any successor or assignee of the rights of any Party shall be subject to all the provisions and conditions of this Agreement to the same extent as though such successor or assignee were the original Party under this Agreement. The assignment or transfer of any rights under this Agreement shall be effective when the assignee or transferee agrees in writing to assume all of the obligations of the assignor or transferor and to be bound by all of the provisions and conditions of this Agreement. This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Any assignment in violation of this Section shall be void.

2.14 Billing Dispute Resolution. A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice rendered under this Agreement or adjust any arithmetic or computational error within twenty-four (24) months of the date the invoice or adjustment to an invoice was rendered. In the event of any dispute between the Parties about any bill, charge or service pursuant to this Agreement, each Party will thoroughly investigate the matter and promptly report the results of its investigation to the other Party. Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Section 2.14 within twenty-four (24) months after the invoice is rendered or any specific adjustment to the invoice is made.

2.15 Change in Law. In the event that there is a change in law, administrative regulation, tariff, or any fees or costs imposed by the applicable ISO or by a Governmental Authority, or a change in ISO/RTO Operations, market structure, congestion zone design, or protocols, or a change in application or interpretation thereof, and such change causes ENGIE to incur any capital, operating or other costs relating to the provision of services contemplated herein, in order to maintain the same level and quantity of delivery of electric energy, ENGIE shall have the right to adjust the amounts payable by Customer under this Agreement to reflect, based on the type of change, Customer's pro rata share of ENGIE's incremental costs resulting from such change. Provided that, in the event such a change in law renders performance under this Agreement illegal, the Parties shall meet as soon as practicable to attempt to renegotiate this Agreement to comply with such change, and if the Parties are unable to amend this Agreement, the Parties' obligations hereunder shall terminate upon the earlier of the date the change in law becomes effective or on the date Customer commences service with a retail energy provider in lieu of ENGIE.

2.16 Governing Law. THIS AGREEMENT AND ALL MATTERS ARISING OUT OF OR RELATING TO IT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ANY CONFLICTS-OF-LAW PRINCIPLE THAT DIRECTS THE APPLICATION OF ANOTHER JURISDICTION'S LAWS. EACH PARTY CONSENTS TO THE PERSONAL JURISDICTION IN ANY FEDERAL OR STATE COURT WITHIN HOUSTON, HARRIS COUNTY, TEXAS IN ANY ACTION OR SUIT COMMENCED IN SUCH COURT, AND EACH PARTY HEREBY WAIVES ANY OBJECTION THAT IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR *FORUM NON CONVENIENS*. EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATING TO THIS AGREEMENT.

2.17 Misc. This Agreement, any Appendix or Exhibits attached hereto and any Sales Confirmations executed in accordance with this Agreement constitute the entire agreement between the Parties. There are no prior or contemporaneous agreements or representations affecting the same subject matter other than those herein expressed. No amendment, modification or change will be enforceable unless reduced to writing and executed by both Parties. No waiver by any Party hereto of any one or more defaults by the other Party in the performance of any of the provisions of this Agreement will be construed as a waiver of any other default or defaults whether of a like kind or different nature. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. All confidentiality and indemnity rights will survive the termination of this Agreement. This Agreement may be executed in several counterparts, each of which will be an original and all of which constitute one and the same instrument. Except as expressly provided otherwise in this Agreement, all remedies in this Agreement, including the right of termination, are cumulative, and use of any remedy shall not preclude any other remedy in this Agreement. In any action or proceeding to collect amounts due under this Agreement, the prevailing Party shall be entitled to recover its collection costs and expenses, including reasonable attorneys' fees, from the other Party.

### **SECTION 3. DEFINITIONS**

**Bankrupt** means with respect to any entity, such entity (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under a bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due.

**Billing Cycle** means, for each account, the period between successive invoices rendered by either ENGIE or the applicable utility during the applicable Term.

**Business Day** means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day shall open at 8:00 a.m. and close at 5:00 p.m. local time for the relevant Party's principal place of business. The relevant Party, in each instance unless otherwise specified, shall be the Party to whom the notice, payment or delivery is being sent and by whom the notice or payment or delivery is to be received.

**Claiming Party** means the Party claiming an event of Force Majeure.

**Contract Price** means the price in U.S. dollars as specified in an applicable Sales Confirmation.

**Current Market Price** means the wholesale price of electricity and any applicable related services (e.g. capacity, ancillary services) that are available for sale at the time of a termination and liquidation. Such price may be based on quotes from leading brokers, dealers, and other sellers in the wholesale market; and the Non-Defaulting Party shall not be required to enter into any transactions in order to establish the Current Market Price.

**Firm Full Requirements Service** means that either Party shall be relieved of its obligations to sell and deliver or purchase and receive electric energy hereunder without liability only to the extent that, and for the period during which, such performance is prevented by Force Majeure or any type of curtailment as ordered by the applicable ISO.

**Governmental Authority** means any federal, state, local, municipal or other government, any governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise jurisdiction over the Parties or any transaction contemplated herein.

**Guarantor** means with respect to a Party, an entity providing a guaranty of payment in favor of the other Party in a form mutually agreed to by the Parties.

**Insolvent** means with respect to any Party, when such Party shall be unable to pay liabilities as they mature or such entity shall admit in writing its inability to pay its debts generally as they become due.

**Interest Rate** means, for any date, the lesser of (a) one and one-half percent (1 ½ %) per month or (b) the maximum rate permitted by applicable law.

**ISO** means an Independent System Operator to be specified on a Sales Confirmation.

**Material Adverse Change** shall mean that Customer's credit rating has dropped below BBB- per Standard & Poors or Baa3 per Moody's Investors Service.

**Performance Assurance** means collateral in the form of either cash, letter(s) of credit, corporate guarantees, or other security acceptable to the requesting Party.

**RTO** means the applicable regional transmission organization responsible for moving electricity over large interstate areas.

**Utility Related Charges** is defined in the applicable Sales Confirmation.

**Utility Transfer Date** means the time and date on which the applicable utility has completed the process necessary to permit ENGIE to commence or discontinue providing the services hereunder. The process may include, as necessary and without limitation, recognizing ENGIE as Customer's electric supplier and /or limited agent; processing and acting on direct access service requests; installation of meters and the final meter read date.

#### **SECTION 4. NOTICES**



	BUSINESS NAME CONTACT NAME	BILLING CONTACT	ENGIE CONTACT	CUSTOMER PAYMENTS
NAME: ATTN:			ENGIE Resources Inc. Attn: Retail	<b>Please wire payments to:</b> Mellon Bank
STREET ADDRESS:			1990 Post Oak Blvd.	<b>Account Title:</b> ENGIE Resources
CITY, STATE, ZIP:			Houston, TX 77056	<b>Account Number:</b> 8-086-282
PHONE #:			1-888-232-6206	<b>ABA Number:</b> 031000037
FAX #:			(713) 636-0927	For payment by check, please send to:
EMAIL:			custserv@na.engie.com	ENGIE Resources P.O. Box 9001025 Louisville, KY 40290-1025

CUSTOMER INFORMATION	ENGIE INFORMATION
DUNS NO #:	DUNS NO #: 099668332
FEDERAL TAX ID #:	FEDERAL TAX ID #: 76-0685946

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement effective as of the Effective Date. This Agreement will not become effective as to either Party unless and until executed by both Parties.

SIGNATURES	
Customer: Error! Reference source not found.	ENGIE Resources LLC
Signature:	Signature:
Print Name:	Print Name:
Print Title:	Print Title:
Date:	Date:

**SALES CONFIRMATION**  
**Illinois**  
**Fixed Price RTC**

This Sales Confirmation is entered on \_\_\_\_\_ (“Confirmation Effective Date”), by and between ENGIE Resources LLC (“ENGIE”) and **CUSTOMER** (“Customer”) (hereinafter collectively referred to as the “Parties”) regarding the purchase and sale of electric energy and related services pursuant to and subject to the Master Electric Energy Sales Agreement dated \_\_\_\_\_ by and between the Parties (the “Master Agreement”). Terms not defined herein shall have the meaning given in the Master Agreement.

**Transaction Term:** This Sales Confirmation shall be effective on the Confirmation Effective Date and the service contemplated herein shall commence at the Contract Price on the Utility Transfer Date immediately on or following the Start Date as specified for each facility in Attachment A, Exhibit 1. Service shall remain in effect at the Contract Price through the Utility Transfer Date immediately on or following the End Date as specified for each facility in Attachment A, Exhibit 1, but in no event later than the end of the Billing Cycle including such date, unless earlier terminated pursuant to the default provisions of the Master Agreement. Such termination shall not affect or excuse performance under any provision surviving such termination. Notwithstanding the foregoing, Customer’s options for service beyond the Utility Transfer Date immediately following the End Date (the “Post-Term Period”) include: i) executing an agreement with ENGIE for new terms and conditions of service, ii) transferring the accounts to another competitive supplier or iii) providing a written request to ENGIE to transfer Customer’s accounts to the applicable default service provider. In the event Customer does not timely exercise one of the options above, service by ENGIE may continue hereunder after the Utility Transfer Date following the End Date until the next available Utility Transfer Date on or following Customer’s exercise of one of the above options or ENGIE’s transfer of the accounts to the applicable default service provider, whichever occurs first. For service during the Post-Term Period, in lieu of the Contract Price described in this Sales Confirmation, Customer shall pay ENGIE an amount equal to the applicable real time index price as posted by the ISO for the relevant delivery point, plus a per kWh Post-Term Charge as defined herein, plus any applicable non-utility charges, including but not limited to ancillary services, installed (or unforced) capacity, network integrated transmission, losses, and all other ISO charges or administrative fees incurred in connection with delivery of energy to the delivery point specified in Attachment A, Exhibit 1. Taxes and Utility Related Charges are additional and not included and are separately listed in the Customer invoice.

**Full Swing Transaction:** Customer’s electricity consumption is variable and is not subject to a maximum or minimum usage limit.

**Contract Price:** Customer shall pay ENGIE the applicable Contract Price as specified in Attachment A, Exhibit 1 per kWh of electric energy consumed in a Billing Cycle.

Except to the extent that a charge is separately listed as an obligation in this Sales Confirmation (e.g. Capacity, Congestion), this Contract Price may include, if applicable, an Intermediary Fee, and includes all non-utility charges including energy, ancillary services, installed (or unforced) capacity, congestion, losses (including distribution and transmission losses (if applicable) incurred in connection with the delivery of energy to the meter at the Facilities/Accounts identified in Attachment A), network integrated transmission (adjusted for tariff changes), and other ISO charges or administrative fees incurred in connection with delivery of energy to the delivery point specified in Attachment A, Exhibit 1.

The Contract Price does not include RPS Compliance Fees.

**Regulatory Charges:** The Contract Price does not include Regulatory Charges.

**Taxes and Utility Related Charges:** Taxes and Utility Related Charges are separately listed in the Customer bill and are not included in any other charge identified in this Sales Confirmation.

**Facilities, Accounts and Quantities:** See Attachment A.

**Miscellaneous:**

**Payment Terms:** Twenty (20) days.

**IDR Meter Authorization:** Customer shall, during the term of this Sales Confirmation, promptly provide all necessary authorizations to ENGIE in order to allow ENGIE to receive interval meter data (IDR) from Customer's facility(ies) listed on Attachment A. At its sole cost, ENGIE or its representative shall have the right to access or install telemetry from Customer's facility(ies) listed on Attachment A in order to track and evaluate Customer's usage on a regular basis for the purpose of load forecasting.

**ON-SITE CUSTOMER GENERATION:** The Contract Price is conditioned on Customer's representation that, except for emergency back-up generation used when the local utility is not capable of delivering electricity, Customer does not operate on-site generation or thermal storage facilities. If Customer does operate on-site generation or thermal storage, ENGIE shall calculate in a commercially reasonable manner the present value of any economic loss resulting from the reduced load caused by such operation, and such loss shall be due from the Customer.

**Government/Public Entity Payment Terms and Indemnity Waiver.** This Agreement may be subject to state mandated payment term requirements for government/public entities; Customer shall provide a written verification of the applicability of such provision(s) to ENGIE to receive such extended terms at an additional cost to be determined by ENGIE. To the extent prohibited by state law or other statute, the Indemnification provision set forth in Section 2.9 of the Master Agreement shall be inapplicable.

**Independent System Operator (ISO)** means the system operator that controls or governs the transmission and distribution system or any successor thereto for the location where the facility(ies) are physically located.

**"Utility Related Charges"** means tariff based charges or surcharges assessed by a local utility arising from or related to, including but not limited to, (i) transmission and distribution of energy (other than network integrated transmission service); (ii) stranded costs or transition costs and any other similar types of charges associated with the opening of the applicable state's electric market to competition; (iii) system reliability, rate recovery, future payback of under-collections, amortization, of above market purchases or energy load repurchases, public purpose programs and all similar items.

**"Intermediary Fee"** means a fee included in the Contract Price that Customer agrees should be remitted to the energy broker/service provider Customer engaged, if any, in the selection of ENGIE as its electricity supplier.

**"Regulatory Charges"** means reliability charges, such as Reliability Must Run and Must Run Alternatives, which may be necessary to provide voltage support, capacity, energy, stability or management of localized transmission constraints. Such charges will be assigned to Customer by ENGIE in its commercially reasonable discretion.

**"Post-Term Charge"** means the \$/kWh charge of electric energy consumed as specified on the Attachment A. ENGIE may, at its discretion, charge an additional fee of up to \$0.0030/kWh of electric energy consumed if the number of accounts specified on the Attachment A exceeds 100.

**Facility/Account Deletions Prior to End Date:** The Parties intend that each of the Facilities listed on Attachment A will be continuously served by ENGIE through the End Date shown on Attachment A. However, should Customer close a Facility or otherwise discontinue electric service prior to the End Date, then ENGIE shall calculate in a commercially reasonable manner, the present value of any economic gain or loss it incurred thereby. Any gain or loss that ENGIE reasonably concludes is material shall be due to Customer (if a gain) or due from Customer (if a loss). Customer shall provide notice of any Facility closure to ENGIE as soon as practicable.

**“RPS Compliance Fees”** means an allocation to Customer of its share of costs incurred by ENGIE to comply with the Renewable Portfolio Standards imposed by applicable State regulatory authority or ISO at any time during the term of this Agreement.

**Billing Contact Information:** All invoices to Customer for service under this Sales Confirmation shall be provided to the person and address specified in the chart following the signature block of this Sales Confirmation.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Sales Confirmation effective as of the Effective Date. This Sales Confirmation will not become effective as to either Party unless and until executed by both Parties.

SIGNATURES	
<b>Customer:</b>	ENGIE Resources LLC
<b>Signature:</b>	<b>Signature:</b>
<b>Print Name:</b>	<b>Print Name:</b>
<b>Print Title:</b>	<b>Print Title:</b>
<b>Date:</b>	<b>Date:</b>
<b>Customer:</b> Please also sign the Attachment A. This Sales Confirmation will not be effective unless and until both documents (this Sales Confirmation and the Attachment A) are signed and returned to ENGIE.	

	BUSINESS NAME CONTACT NAME	* BILLING CONTACT	ENGIE Resources CONTACT	CUSTOMER PAYMENTS
<b>NAME: ATTN:</b>			ENGIE Resources	<u>Wire payments to:</u> Mellon Bank
<b>STREET ADDRESS:</b>			1990 Post Oak Blvd.	<u>Account Title:</u> ENGIE Resources
<b>CITY, STATE, ZIP:</b>			Houston, TX 77056	<u>Account No.</u> 8-086-282
<b>PHONE #:</b>			1-888-232-6206	<u>ABA Number:</u> 031000037
<b>FAX #:</b>			(713) 636-0927	<u>For payment by check, please send to:</u> ENGIE Resources P.O. Box 9001025 Louisville, KY 40290- 1025
<b>EMAIL:</b>			custserv@na.engie.com	

\*Required Information

Customer:  
 Effective Date: 05/04/2015  
 Agreement #: 1-5F2B0S,1  
 PR #: 1-5ELIVB,1

**ATTACHMENT A: AGREEMENT SUMMARY INFORMATION**

Product Code:

Product:

**Exhibit 1: Facilities and Accounts**

#	Facility Name Service Address	City, State, Zip	County	Utility	Delivery Point	Account Number	Rate Schedule	Start Date	End Date
1			UNKNO WN	COMED	COMED		R03	05/01/2016	04/30/2017
2			UNKNO WN	COMED	COMED		R03	05/01/2016	04/30/2017
3			UNKNO WN	COMED	COMED		R03	05/01/2016	04/30/2017
4			UNKNO WN	COMED	COMED		R03	05/01/2016	04/30/2017
5			UNKNO WN	COMED	COMED		R03	05/01/2016	04/30/2017

Contract Price (\$/KWh):	
Post Term Charge (\$/Kwh):	

Customer:  
Effective Date: 05/04/2015  
Agreement #: 1-5F2B0S,1  
PR #: 1-5ELIVB,1

**ATTACHMENT A: AGREEMENT SUMMARY INFORMATION**

**Exhibit 2: Monthly Anticipated Consumption (in MWh)**

**Delivery Point:** COMED

Month	Year	MWh
May	2016	135.73
Jun	2016	145.20
Jul	2016	147.80
Aug	2016	155.95
Sep	2016	132.00
Oct	2016	127.43
Nov	2016	118.35
Dec	2016	118.55
Jan	2017	114.58
Feb	2017	105.24
Mar	2017	117.82
Apr	2017	115.18

**ACKNOWLEDGMENT:**

Customer has reviewed the Account Numbers on this Attachment A for accuracy and completeness and verifies that the facilities and accounts identified on this Attachment A are owned or under its control.

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

Print Name: \_\_\_\_\_

Customer, please check this box if your accounts are tax exempt.  
If tax exempt, please send your tax exemption certificates to [custserv@gdfsuezna.com](mailto:custserv@gdfsuezna.com).  
We cannot apply the tax exemption until we receive your certificates.



**FIXED- EXHIBIT "A"**

Exhibit #4685-A-6

This Exhibit "A" is made and entered into by and between Vanguard Energy Services, L.L.C. ("Vanguard Energy Services") and **Palatine Public Library District** ("Customer"), establishes legally binding terms and conditions to govern the sale and purchase of natural gas ("gas") and services delivered by Vanguard Energy Services to Customer. This Exhibit shall become effective on the first day of **May, 2020** and extend through the last day of **April, 2023**, or for each Facility listed on Exhibit B, upon that Facilities first utility billing cycle immediately thereafter, and shall continue through the term of the Master Energy Services Agreement referenced below, including any Renewal Term unless superseded by a new Exhibit A. This Exhibit A will supersede any previous Exhibit A with respect to all Facilities listed on Exhibit B.

In addition to the terms and conditions contained herein, this document is governed by the terms and conditions contained in the executed Master Energy Services Agreement (Vanguard Energy Services Agreement # 4685 dated April 11, 2014 by and between Vanguard Energy Services and Customer, which is incorporated herein and made a part hereof.

Customer will receive one total bill for service which includes items (1), (2), (3), (4) as shown below. If a billing period spans more than one calendar month, commodity costs will be prorated based on the applicable forecasted volumes and the applicable monthly Vanguard Energy Services weighted average cost of gas (WACOG).

Vanguard Energy Services agrees to sell and deliver, and Customer agrees to purchase and receive 100% of contracted volumes listed below and delivered by Vanguard Energy Services to Customer's LDC for Customer's facilities as listed within Exhibit B, attached hereto.

**1. COMMODITY PRICING:** Monthly commodity price during the Term of this Agreement shall be priced at **\$0.298** per therm for the applicable fixed volumes listed below, notwithstanding customer's actual metered gas consumption, and adjusted for unaccounted gas as determined by Customer's local distribution company. In the event Customer's monthly metered gas consumption is greater than the contracted volumes stated below, Vanguard Energy Services will charge Customer for those additional volumes, for the applicable month, at a price equal to **\$0.02** per therm above the actual weighted average cost of gas ("WACOG") purchased by Vanguard Energy Services, and scheduled to flow during that month, for the purpose of balancing Vanguard Energy Services retail aggregation pools. In the event Customer's monthly metered gas consumption is less than the contracted volumes stated below, Vanguard Energy Services will credit back those deficient volumes, for the applicable month, to Customer at **\$0.01** per therm below the actual weighted average sales price ("WASP") of gas sold by Vanguard Energy Services, and scheduled to flow during that month, for the purpose of balancing Vanguard Energy Services retail aggregation pools. The additional and deficient volume provisions as stated above shall supersede all other additional and deficient volume provisions as stated in any prior exhibits in force as of the effective date of this exhibit.

Any natural gas delivered after the fixed pricing period without execution of a new Exhibit A will be priced per the terms of the Master Energy Services Agreement.

**2. LOCAL GAS DISTRIBUTION UTILITY CHARGES:** Customer will be responsible for payment of monthly LDC charges as issued by the utility. If applicable, Vanguard Energy Services will include any charges not billed directly to customer by utility for facilities specified in Exhibit B.

**3. VANGUARD ENERGY SERVICES SERVICE FEE:** \$0.00 monthly.

**4. TAXES:** All applicable taxes.

**5. LDC: Nicor**

**6. VOLUMES:** The Customer's contracted (fixed) volumes as well as the applicable unit of measure associated with this transaction shall be as follows:

MONTHLY VOLUME COMMITMENTS - UNIT OF MEASURE (THERMS)							
<b>JAN</b>	<b>15,280</b>	<b>FEB</b>	<b>12,410</b>	<b>MAR</b>	<b>8,290</b>	<b>APR</b>	<b>3,250</b>
<b>MAY</b>	<b>970</b>	<b>JUN</b>	<b>100</b>	<b>JUL</b>	<b>80</b>	<b>AUG</b>	<b>80</b>
<b>SEP</b>	<b>120</b>	<b>OCT</b>	<b>1,390</b>	<b>NOV</b>	<b>6,500</b>	<b>DEC</b>	<b>13,550</b>

**7. MISCELLANEOUS:** In the event Vanguard Energy Services is directed by Customer's LDC to either increase or decrease gas deliveries as a result of a 'Critical Day', whether for Customer's actual or historically potential gas consumption as determined by Customer's LDC, Customer agrees that it shall be responsible for any and all incremental costs, expenses, charges, damages or liabilities incurred by Vanguard Energy Services as a result of Vanguard Energy Services' compliance with said Customer's LDC directive as applied to Customer's account. In the event that the index above is not available, the parties will mutually agree upon an alternate index.

In Witness whereof, the Parties acknowledge that they have heretofore executed this Exhibit A to the Master Energy Services Agreement, as well as any necessary and applicable Exhibit(s) and Rider(s), which are hereby incorporated herein by reference and made a part hereto.

**VANGUARD ENERGY SERVICES, L.L.C.**

**CUSTOMER: Palatine Public Library District**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Managing Partner

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_