Item #5:
Ordinance Approving POG Amendments Aggregation

03/21/14

VILLAGE OF LONG GROVE

ORDINANCE NO. 2014-O-__

AN ORDINANCE AMENDING THE ELECTICAL AGGREGATION PLAN OF OPERATIONS AND GOVERNANCE

Adopted by the
President and Board of Trustees
of
the Village of Long Grove
this 25th day of March, 2014

Published in pamphlet form by direction
and authority of the Village of Long Grove,
Lake County, Illinois
this 26th day of March, 2014

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VILLAGE OF LONG GROVE
ORDINANCE NO. 2012-O-15

AN ORDINANCE AMENDING THE
VILLAGE OF LONG GROVE PLAN OF OPERATIONS AND GOVERNANCE FOR THE
ELECTRICITY AGGREGATION PROGRAM

WHEREAS, the Illinois Power Agency Act, 20 ILCS 3855/1-92 (the "Act"), authorizes municipalities to adopt programs for the aggregation of residential and small commercial retail electrical loads located within the municipality ("Electricity Aggregation Program") and to solicit bids and enter into service agreements to facilitate for those loads the sale and purchase of electricity and related services and equipment pursuant to the Act; and

WHEREAS, under the Act, the Village of Long Grove ("Village") may operate an Electricity Aggregation Program under the Act as an "opt-out" program, whereby residential and small commercial retail customers may choose not to participate in the program, if authorized by referendum pursuant to the requirements of the Act; and

WHEREAS, the Village of Long Grove and Villages of Arlington Heights, Buffalo Grove, Lincolnshire, Palatine, Vernon Hills and Wheeling have entered into an Intergovernmental Agreement to pursue their common interest in an electric aggregation program and pursuing joint action and intergovernmental cooperation for a Joint Power Supply Bid; and

WHEREAS, the Village submitted the public question of whether the Village should operate the Electricity Aggregation Program as an opt-out program in a referendum on March 20, 2012, and the referendum passed by a majority vote of the electors voting on the public question; and

WHEREAS, the Village Board previously adopted an Electric Aggregation Plan of Operation and Governance on April 24, 2012; and

WHEREAS, the Consortium supports an amendment to the Electric Aggregation Plan of Operation and Governance pertaining to the retention and payment of consultants, and

WHEREAS, the Consortium plans to again seek and award Joint Power Supply Bids; and

WHEREAS, the amended Electric Aggregation Plan of Operation and Governance shall continue to:

1) Provide for universal access to all applicable residential and small business customers and equitable treatment of applicable customers;

2) Provide demand management and energy efficiency services to each class of customers; and

3) Meet any other legal requirements concerning aggregated electric service.

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NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF LONG GROVE, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE. Recitals. The foregoing recitals are incorporated and made a part of this Ordinance as if fully set forth in this Section.

SECTION TWO. Findings and Determinations. The Village Board finds and determines that it is in the best interests of the Village of Long Grove to continue the Electricity Aggregation Program as an opt-out program pursuant to the terms of the Act and this Ordinance.

SECTION THREE. Amended Plan Of Operations and Governance. The Amended Electric Aggregation Plan of Operation and Governance that is attached hereto as "Exhibit "A" be and hereby is approved.

SECTION FOUR. Severability. If any provision of this Ordinance, or the applications of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance.

SECTION FIVE. Effective Date. This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED THIS 25TH DAY OF MARCH, 2014.

AYES: (__) Trustees:

NAYS: (__)

ABSENT: (__)

APPROVED THIS 25TH DAY OF MARCH, 2014.

_____

Village President, Angela Underwood

ATTEST:

_____

Village Clerk, Heidi Locker-Scheer

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Attachment A

Electric Aggregation

Plan of Operation

and Governance

~~April 10, 2012~~March ~~3~~25, 201~~3~~4

ELECTRIC AGGREGATION PLAN
OF OPERATION AND GOVERNANCE

I. HISTORY AND PURPOSE OF MUNICIPAL AGGREGATION

Pursuant to Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-1 et seq. municipalities are authorized to aggregate the electric loads of residential and small commercial retail customers and to then solicit bids, select a retail electric supplier, and enter into a Supply Agreement to facilitate the purchase of electricity and related services and equipment on behalf of its residents and small businesses. The statute is a part of the state's electric deregulation efforts which allows customers access to competitive retail electric markets.

In accordance with that law, in late 2011, the Villages of Arlington Heights, Buffalo Grove, Lincolnshire, Long Grove, Palatine, Wheeling & Vernon Hills passed resolutions authorizing a referendum on the March 20, 2012 ballot which asked the voters of the respective communities for authority to create an Opt-Out aggregation program for its residents and small business customers.

Through an inter-governmental agreement which was approved in the first quarter, 2012, representatives from the communities of Arlington Heights, Buffalo Grove, Lincolnshire Long Grove, Palatine, Vernon Hills and Wheeling (hereinafter "Consortium") solidified their working relationship to aggregate residential and small commercial retail electrical loads located within each of the communities. The Consortium seek to operate the aggregation program pursuant to the requirements of Section 1-92 of the Illinois Power Agency Act (20 ILCS 3855/1-1 et seq.)("Act").

The Consortium intends to retain a consultant ~~to~~has retained Intelligent Power Partners LLP (~~hereinafter~~ ("Consultant") to assist with implementing the program, bidding and selecting the electricity supplier.

A public outreach campaign was conducted to educate residents and small businesses within the Consortium about the Community Choice Aggregation Program. Outreach efforts included three public information meetings, press releases, news articles in local and regional media, village newsletter articles, chamber newsletter articles, and presentations to community groups.

The Consortium's Aggregation Program seeks to aggregate the retail electric loads of eligible residents and small commercial retail accounts and to solicit bids for the purchase of that electricity. The Consortium's program will solicit bids for both a lowest rate alternative as well as an alternative for a cleaner, greener supply of electric power. With an estimated population of 260,000, the Aggregation has the potential to attract lower rates than the current default tariff service rate, while also considering a cleaner power supply.

The Consortium's Aggregation Program entails each municipality within the Consortium entering into a contract with the preferred and selected alternate retail electric supplier, and the Program provides the bargaining power achieved through the size of the Consortium. The Program is designed to reduce the amount its members pay for electric energy power supply and gain other favorable terms of service.

The Consortium will not buy or resell power, but will competitively bid and negotiate a contract with a competent and licensed Alternative Retail Electric Supplier ("ARES") to provide electric supply at contracted rates to all members of the Aggregation Program. The ARES shall provide accurate and understandable pricing, ancillary services and an opt-out notification plan. The ARES will also perform and manage ancillary services for the Aggregation Members as described in this document.

Because each community within the Consortium adopted an opt-out Aggregation Program, all customers in the defined aggregation group participate in the Program unless they affirmatively elect to opt out of the Program. By including procedures by which customers may opt-out, the Aggregation Program ensures that participation is voluntary and individuals have the ability to decline to participate.

As required by law, this Plan of Operation and Governance describes:

1) How the Aggregation Program will provide for universal access to all applicable residential and small business customers and equitable treatment of applicable customers;
2) How demand management and energy efficiency services will be provided to each class of customers; and
3) How the Aggregation will meet any other legal requirements concerning aggregated electric service.

The Consortium and the selected ARES will follow the Plan of Operation and Governance set forth in this document.

II. DEFINITIONS

In order to clarify certain terminology, the following terms shall have the meanings set forth below:

"Act" shall refer to the Municipal Aggregation enabling act set forth at 20 ILCS 3855/1-1 et seq.;

"Aggregation Program" or "Program" shall mean the program developed by the Villages of Arlington Heights, Buffalo Grove, Lincolnshire, Long Grove, Palatine, Vernon Hills and Wheeling to provide residential and small commercial customers in the respective municipalities with retail electric supply as described in this document;

"Aggregation Consultant" or "Consultant" shall refer to such individual or entity selected by the Consortium. Consultant ~~Intelligent Power Partners, LLC, an independent consultant with~~shall have demonstrated expertise in electric supply contracting licensed in accordance with Section 5/16-115C of the Electric Service Customer Choice Act, 220 ILCS 5/16-115C.

"Aggregation Member" or "Member" shall mean a residential or small commercial retail electric account enrolled in the Aggregation Program of each municipality within the Consortium;

"Alternative Retail Electric Supplier" or "ARES" shall mean an entity certified by the Illinois Commerce Commission ("ICC") to offer electric power or energy for sale, lease or in exchange for other value received to one or more retail customers, or that engages in the delivery or furnishing of electric power or energy to such retail customers, and shall include, without limitation, resellers, aggregators and power marketers but shall not include the Electric Utility or the Consortium. For purposes of this document, the definition of Alternative Retail Electric Supplier is more completely set forth in 220 ILCS 5/16-102;

"Ancillary Services" shall mean the necessary services that must be provided in the generation and delivery of electricity. As defined by the Federal Energy Regulatory Commission, they include: coordination and scheduling services (load following, energy imbalance service, control of transmission congestion); automatic generation control (load frequency control and the economic dispatch of plants); contractual agreements (loss compensation service); and support of system integrity and security (reactive power, or spinning and operating reserves);

"Consortium" shall mean the Northwest Suburban Consortium which includes the Village of Arlington Heights, Village of Buffalo Grove, Village of Lincolnshire, Village of Long Grove, Village of Palatine, Village of Vernon Hills

and Village of Wheeling operating through an Intergovernmental Agreement for the purpose of establishing Aggregation Programs within each community.

"Default Tariff Service" shall mean the electricity supply services available to eligible retail customers of the Utility;

"Electric Utility" or "Utilities" shall mean Commonwealth Edison (ComEd) as the entity that has a franchise, license, permit or right to distribute, furnish or sell electricity to retail customers within the Consortium;

"Eligible Retail Customer" shall mean the residential and small commercial retail customers of the Utility;

"IPA" shall mean the Illinois Power Agency established by Public Act 95-0481, (20 ILCS 3855/1-1 et.seq.);

"Load" shall mean the total demand for electric energy required to serve the Consortium's residential and small commercial members in the Aggregation Program;

"Municipal Aggregator" shall mean each Village within the Consortium acting as facilitator for the process of securing competitive retail electric rates for the Aggregation Members within their respective municipality pursuant to the authority conferred by the Act and in accordance with this Electric Aggregation Plan of Operation and Governance;

"Opt-Out" shall mean the process by which a customer who would be included in the Aggregation Program chooses not to participate in the Aggregation and to return to Com Ed's default tariff service;

"PIPP" shall mean Percentage of Income Payment Plan (PIPP) created by the Emergency Assistance Act, 305 ILCS 20-18 to provide a bill payment assistance program for low-income residential customers;

"Plan" shall mean this Electric Aggregation Plan of Operation and Governance;

"Power Supply Agreement" or "Supply Agreement" shall mean the contract between each Village within the Consortium and the Alternate Retail Electric Supplier;

"REC" shall mean duly certified and verified Renewable Energy Credits;

"Small Commercial Retail" shall mean those retail customers with an annual consumption of 15,000 kilowatt hours per year or less, provided, however, that the definition of Small Commercial Retail will include such other definition or description as may become required by law.

"Village" shall mean each individual municipality – the Village of Arlington Heights, Village of Buffalo Grove, Village of Lincolnshire, Village of Long Grove, Village of Palatine, Village of Vernon Hills and Village of Wheeling, acting by and through its corporate authorities and authorized Village employees;

III. ROLE OF THE CONSORTIUM

A. The Consortium, with the assistance of the Consultant, will issue a Request for Proposals ("RFP"), utilizing agreed-to technical specifications, bidder requirements, bidding processes, and contract documents, to select a single Alternative Retail Electric Supplier (ARES). The Consortium will evaluate the bids received and will recommend a single ARES to serve as the electricity supplier to all participating municipalities in the Consortium

B. After the adoption of this Plan, the corporate authorities of each Village will consider approval of the Supply Agreement with the selected ARES for the provision of electrical power to the Village's Program pursuant to the RFP.

IV. ROLE OF THE VILLAGE

A. The Village shall be responsible for all financial obligations identified in the Intergovernmental Agreement establishing the Consortium. The Village shall be responsible for issuing all required public notices and conducting all required public hearings concerning this Plan, and any amendments thereto, in accordance with Section 1-92 of the Act.

B. The Village shall be responsible for providing the Consultant and ARES with resources and publicly available material to screen out customers who are not located within the municipal boundaries. Those resources may include any or all of the following: property records, water and/or sewer records, fire and/or police department address records, 911 address records, street listings, and maps.

C. The Village shall forward to ComEd requests for consumer account data.

D. After the adoption of this Plan, the Village Manager shall submit to ComEd, in writing, a warrant demonstrating the passage of the Village's municipal aggregation ordinance, the adoption of this Plan by the corporate authorities, and requesting the identification of residential and small retail and commercial electric customer account information and generic load profiles.

E. The Village will maintain the customer information it receives in a confidential manner as required by law and will use that information only for purposes of its Municipal Aggregation. Customer account information will be considered confidential pursuant to the Freedom of Information Act.

F. After the adoption of this Plan, the corporate authorities of the Village will consider approval of the Supply Agreement with the selected ARES for the provision of electrical power to the Village's Program pursuant to the response to the RFP.

G. The Village will review the customer list to remove ineligible customers, provided however, that the Village shall have no responsibility to potential aggregation members or the ARES for the accuracy of the customer account information provided.

H. The Village is under no obligation to enter into any Supply Agreement with any ARES and may, in its discretion, chose to have the aggregation members remain on Com Ed's default tariff service, or to re-bid the electric service under the same or amended terms of this Plan.

I. The Village, as the facilitator of this bidding process, is not responsible for providing electricity to the members of the Aggregation, or for billing or collecting for electricity provided under any ARES power supply agreement, and has no responsibility beyond the duties described herein. ComEd will continue to provide a single bill to Aggregation Members for all electrical charges.

V. ROLE OF THE CONSULTANT

A. Licensure and Code of Conduct. The Aggregation Consultant will be duly licensed as required by the Electric Service Customer Choice and Relief Act, 220 ILCS 5/16-115C and will comply with the code of conduct requirements thereunder.

B. Duties. The Aggregation Consultant shall advise the Village and assist the Village with the development and implementation of its Municipal Aggregation Program, including advising staff and elected officials (at the request of the Village Manager or designee) on all aspects of the program; developing all necessary documents, soliciting and reviewing bids received, making recommendations as appropriate and monitoring the ARES' compliance with the requirements of the Supply Agreement. Additional work may be conducted by the Aggregation Consultant as requested and approved by the Consortium and Consultant.

C. Required Independence and Disclosures. As required by the Electric Service Customer Choice Act, the Consultant will be in a fiduciary relationship with the Village and owes the Village and its Aggregation Members the duty of loyalty and independent judgment. The Consultant will be disqualified if it acts as the agent for any ICC certified ARES. It is the duty of the Consultant to disclose any such relationships and to terminate the agreement in the event of such a relationship. Breach of these terms will result in the Village terminating the Consultant Agreement.

D. Fee. The Consultant and Consortium shall determine the appropriate fee structure and methodology of payment for services provided by Consultant.~~shall be paid directly by the Village of Buffalo Grove pursuant to the Intergovernmental Agreement among the Consortium, and will not receive a broker fee directly from the selected ARES~~.

E. Confidentiality. The Consultant shall not have access to any confidential customer account information except as required and under the supervision on the Village or the Consortium. In the event the Consultant becomes privy to any confidential customer account information, it agrees not to use that information for any purposes outside the scope of the services provide by this Agreement and specifically agrees not to use for itself, or to sell, trade, disseminate or otherwise transfer that information to any other party for any purpose other than this Aggregation Program.

F. Village Assistance. The Consultant shall advise the Consortium on any changes in laws, rules, tariffs or any other regulatory matter that impacts the Aggregation during the term of the Supply Agreement.

V. PROPOSAL

A. Proposal Procedures. The Consortium, working in cooperation with the Consultant, shall develop a Request for Proposals (RFP) containing the terms and conditions required in this Plan of Operation and Governance. The RFP process will be conducted in accordance with all applicable state and local laws and normal Village bidding practices and protocols.

The Village Manager of each Village will retain the full and absolute right to accept, accept with conditions, or reject any proposal in accordance with the Intergovernmental Agreement between the Village's concerning Electric Aggregation. The Village may, but is not required to, select an ARES to provide an energy power supply for the Aggregation Program according to the terms of the Supply Agreement between the Consortium and the ARES.

If the Village does not award a contract as a result of the proposal process, the Village will notify the Aggregation Members that their electricity will continue to be provided by ComEd's default tariff service provider.

B. Contents of the Proposal

1. Term of Agreement:

The initial Supply Agreement will be for minimum one year period. The Corporate Authorities of each Village will have discretion to determine the length of any future contract periods.

2. Power Mix:
Proposers will quote rates for the following energy mixes:

a. Base Price Option. A single price ($/kWh) for energy supply that meets all the minimum compliance requirements.

b. Enhanced Renewable Energy Mix. Enhanced Renewable Energy Mix means the electricity supply that exceeds the current renewable energy resource requirements of the Illinois Renewable Portfolio Standard. This is conducted by securing Renewable Energy Credits sourced through GATS (Generation Attribute Tracking System) or MRETS (Midwest Renewable Energy Tracking System) registered hydroelectric, wind, solar photovoltaic or captured methane-landfill gas. The Proposer shall provide the cost premium associated with providing the Enhanced Renewable Energy Mix option at various specified levels up to 100%. Each municipality within the Consortium may accept an Enhanced Renewable Energy Mix at its own option. Additionally, Villages will seek to establish mechanisms that facilitate the purchase of RECs by individual Aggregation Members.

3. Rates: The proposal documents shall require the ARES to provide the rate information as set forth herein. The Consortium's intent in soliciting the proposals is to provide residents and small commercial retail accounts with delivered electricity prices that are always less than ComEd's applicable rates.

4. Disclosure: As part of the RFP, the ARES shall be evaluated to determine "responsibility"; such factors include, but are not limited to: certifications, conflict of interest disclosures, taxpayer identification number, past performance, references, compliance with applicable laws, financial stability and the perceived ability to perform as specified. The Proposer must have financial resources sufficient, in the opinion of the Consortium, to ensure performance of the Supply Agreement and must provide proof upon request.

5. Opt Out notifications: Proposers shall describe the manner and time in which the Opt Out Notification process will be handled and the manner in which it communicates with ComEd to track customer participation in the Aggregation.

6. Mid-term customer additions. Proposers will describe how they will handle customers who want to join the Aggregation after the beginning of the Supply Agreement, including customers who relocate within the Village and new customers who establish new electric service.

7. Qualifications: Proposers will demonstrate that they meet all of the qualifications listed in Section C below.

8. PIPP participation: Proposers will state whether they participate in the PIPP program. Proposers will also describe their process for notifying PIPP customers of the consequences of participating in the Aggregation.

9. Subcontractors: Proposers shall not employ any subcontractors other than as necessary for administrative tasks such as notices and printing, without the prior authorization of the Village. All subcontractors will be held to the same strict confidentiality standards applicable to the ARES and

will be required to otherwise comply with the requirements of the Supply Agreement. The use of subcontractors whether approved or unapproved will not relieve the ARES from the duties, terms and conditions in the Supply Agreement. Proposers shall be authorized resellers of electricity. As such their relationships with PJM or energy producers shall not be considered subcontracts for purposes of this document.

10. Member Services: Proposers will describe how they will provide membership education, including Aggregation and Opt Out notices, how they will respond to customer inquiries, how they will communicate with the public regarding the Aggregation Program and any other ongoing consumer education efforts.

11. Confidentiality: Proposers must describe the controls they have in place to guarantee the confidentiality of customer information.

12. Customer Service. Proposers shall respond with information on how they will provide customer service to the Village.

13. New Accounts. Proposers will describe the process for adding new customer accounts to the Aggregation during the term of the Supply Agreement.

C. Qualification of Proposers

Proposers must demonstrate that they satisfy each of the following requirements:

1. Maintain a certificate of serviced authority from the State of Illinois as a certified retail electric supplier and any and all other licenses or certifications required by the ICC;
2. Register as a retail electric supplier with ComEd;
3. Maintain a Supply Agreement for Network Integration Transmission Service under Open Access Transmission Tariff;
4. Maintain the necessary corporate structure to sell energy power supplies to the ComEd residential and small commercial retail customers in each Village;
5. Maintain an Electronic Data Interchange computer network that is fully functional at all times and includes back-up file saving systems, and is capable of handling the ComEd residential and small commercial retail electric customers in the Consortium;
6. Maintain the marketing ability to reach all ComEd residential and small commercial retail customers in the Consortium to educate them on the terms of the Aggregation Program and the Act, ensuring that marketing materials take into account multiple modes of communication including but not limited to regular mail using the Village's envelopes, email distribution lists, websites, social media and phone contact;
7. Maintain a toll-free telephone access line which shall be available to Aggregation Members 24 hours a day, seven days a week. Trained company representatives shall be available to respond to customer telephone inquiries during normal business hours. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours shall be responded to by a trained company representative on the next business day. Under normal operating conditions, telephone answer times by a customer representative, including wait time, shall not exceed 30 seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed 30 seconds. The Vendor shall submit reports to the municipality at least once per quarter, indicating that it has met these standards at least 90 percent of the time under normal operating conditions during the preceding quarter.

8. Maintain a website for the Aggregation Members. The website shall provide basic information concerning the Aggregation program and shall facilitate customer inquiries by providing a platform for the submission of questions by email or text. Responses to inquiries submitted through the website platform shall be generated within 24 hours.
9. Provide customer service for Members requiring non-English verbal and written assistance.
10. Provide customer service for hearing-impaired Members.
11. Provide proof of the company's bond posting with the ICC;
12. Comply with all applicable laws and regulations of the State of Illinois.

D. Proposal Evaluation

The Consortium will evaluate the bids on the following criteria:

1. Qualifications of the Proposers
2. Rates and corresponding power mixes
3. Quality of the Response to the Aggregation Plan
4. Quality of Marketing Plan and Timeline
5. Experience
6. Any other factors deemed to be in the Village's best interest.

VI. POWER SUPPLY AGREEMENT

The Consortium will select the preferred ARES supplier through the RFP process and the Village shall negotiate the final terms and conditions for the Power Supply Agreement. Each Village within the Consortium will enter into an agreement with the selected ARES which contains the following minimum terms and conditions:

A. Term. The Supply Agreement shall be for a minimum of a one year period. Following the expiration of the term, the ARES may provide a renewal option with written notice. If the Agreement is extended or renewed, Members will be notified by the Village as required by law and the rules of the ICC and IPA as to any change in rates or service conditions. The corporate authorities of each Village will have the discretion to set the length of any subsequent contract term.

B. Rate. The agreement shall specify the rates and the power mix as quoted in the proposal and shall specify any other charges or fees, such as a disconnection, opt out or opt in fee.

C. Compliance with Requirements in the Proposal. The agreement shall require the ARES to maintain all required qualifications, and to provide all services required in the proposal.

D. Confidentiality of Customer Database. The ARES shall preserve the confidentiality of all Aggregation Members' account information and shall agree to adopt and follow protocols to preserve that confidentiality. The ARES, as a material condition of any contract, shall not disclose, use, sell or provide customer account information to any person, firm or entity for any purpose outside the operation of this Municipal Aggregation Program. This provision will survive the termination of the agreement. The Village, upon receiving customer information from ComEd, shall be subject to the limitations on the disclosure of that information described in Section 2HH of the Consumer Fraud and Deceptive Practices Act, 815 ILCS 505/2HH.

E. Non-Competition. The ARES must agree not to solicit or contract directly with eligible Aggregation Program customers for service or rates outside the Aggregation Program, and agrees not to use the Customer information for any other marketing purposes.

F. **Hold Harmless.** The ARES must agree to hold the Consortium and its members financially harmless from any and all financial obligations arising from the Program and indemnify the Consortium and its members pursuant to the terms of the Agreement.

G. **Additional Services.** The Agreement may provide that the ARES will assist the Consortium in developing a Member Education Plan and in the development of an Energy Efficiency program, or provide such other energy efficiency education services as may be mutually agreed upon by the parties.

H. **Reporting**. The Agreement will provide that the ARES will provide the Village with such reports and information as required in this Plan.

I. **Costs.** All costs of the aggregation program development and administration will be paid by the Consortium in accordance with the Intergovernmental Agreement between and among members of the Consortium concerning electric aggregation.

J. **Renewable Energy Options.** The Agreement may provide, at the option of the individual Villages, the inclusion of additional renewable energy supply options. Villages will have the option to negotiate the purchase of Renewable Energy Credits ("RECs") at various specified volumes up to 100%. Additionally, Villages will seek to establish mechanisms that facilitate the purchase of RECs by Aggregation Members.

VII. IMPLEMENTATION PROCEDURES

A. **Development of Customer Database.** Pursuant to ICC regulations, after this Plan is approved by each Village, the Village Manager or his designee will then submit a Direct Access Request and Government Authority Aggregation Form to ComEd (ILL.C.C. No.10 Rate GAP Government Aggregation Protocols, Sheets 406-411, April 17 2011) requesting that it provide the Village with Retail Customer Identification Information. ComEd will provide the Village with the requested information within ten (10) business days of receiving the request in accordance with those adopted protocols.

After selecting and contracting with an ARES, the Village, under confidential agreement with the ARES, will work with the ARES, to remove any customers determined to be ineligible due to one or more of the following:

1. The customer is not located within the Village;
2. The customer has a pre-existing agreement with another ARES;
3. The customer has free Com Ed service;
4. The customer has hourly rate Com Ed customer (real time pricing);
5. The customer is on Com Ed's electric heat rate;
6. The customer is on a Com Ed bundled hold.

The Retail Customer Identification Information will remain the property of each Village, and the ARES will comply with the confidentiality and non-compete provisions in the Supply Agreement.

After the Retail Customer Identification Information is reviewed, the ARES will mail the Opt-Out Notices described below to all eligible account holders within the boundaries of the Village.

The ARES shall treat all customers equally and shall not deny service to any customer in the Aggregation, or alter rates for different classes of customers unless as authorized by law.

B. **Maintenance of Accurate and Secure Customer Records.** The ARES will maintain a secure database of Customer Account Information. The database will include the ComEd account number, and ARES account number of each active Member, and other pertinent information such as rate code, rider code (if applicable), and usage and demand history. The database will be updated on an ongoing basis.

The ARES will maintain the database in a secure and confidential manner. The ARES will keep Customer Account Information for a minimum of two years following the termination of the service.

C. **Opt-Out Process.** The Consortium's Aggregation is an Opt-Out program pursuant to 20 ILCS 3855/1-92. Any eligible electric account that opts out of the Program pursuant to the procedures stated below will automatically be placed on the ComEd default tariff service unless and until the account chooses another ARES.

1. Manner of Providing Notices and Information. The ARES will be required to pay for printing and mailing of all Aggregation and Opt-Out Notices. The ARES will mail Aggregation and Opt Out Notices to the eligible account holders within the boundaries of each Village at the address provided with the Retail Customer Identification Information provided by ComEd.

2. Content of Notice. The Consortium and the ARES will agree to the format and contents of the Aggregation and Opt-Out Notice prior to distribution or mailing. The Notice will inform the electric account owner of the existence of the Aggregation Program, the identity of the ARES, the rates to be charged. The Notice will also inform PIPP customers of the consequences of participating in the Aggregation. The Notice will provide a method for customers to Opt Out of the Aggregation Program. The Notice shall indicate that it is from the Village, and include the Village name and logo on the envelope. The Notice shall be signed by the Village Manager or designee.

3. Time to Respond. Aggregation Members shall have fourteen (14) calendar days from the postmark date on the notice to mail the Opt-Out card back to the ARES stating their intention to Opt Out of the Village Aggregation Program.

   The time to respond shall be calculated based on the post mark date of the notice to the customer and the post mark date of the customer's response. The ARES may offer additional means of opting out, such as a toll-free number, website, smart device quick response code, email address or fax number, each of which must be received within 14 days from the post mark date on the Opt Out notice. Upon receipt of the opt-out reply, the ARES will remove the account from the Aggregation Program.

   After the expiration of the fourteen (14) day Opt Out period, the Customer list shall become final. All customers who have not opted out will be automatically enrolled in the Program. Customers will not need to take any affirmative steps in order to be included in the program.

   In the event that an eligible Aggregation Member is inadvertently not sent an Opt-Out Notice, or is inadvertently omitted from the Program, the ARES will work with the Village and the Member to ensure that the Member's decision to remain in, or opt out, of the Program is properly recorded and implemented by the ARES.

4. Change of Address. Members who move from one location to another within the corporate limits of the Consortium shall retain their participant status.

D. **Notification to ComEd.** Pursuant to ILL.C.C. No.10, Rate GAP, after the Opt-Out response period has expired, the ARES shall submit the account numbers of participating Aggregation Members to ComEd and the rate to be charged to those customers pursuant to the Supply Agreement and the customer's election. The ARES will provide that information to ComEd in the format ComEd requires.

The ARES will establish procedures and protocols to work with ComEd on an ongoing basis to add, delete or change any customer participation or rate information. ComEd will then notify customers that they have been switched to the ARES and provide the customer with the name and contact information of the ARES. Customers will have the option to rescind their participation in the program according to time frames and procedures established by ComEd.

E. **Activation of Service.** Upon notification to ComEd, the ARES will begin to provide electric power supply to the members of the Aggregation Program without consumer action. The service will begin on the customer's normal meter read date within a month when power deliveries begin under the Aggregation Program.

F. **Billing and Fees.** .Collection and credit procedures remain the responsibility of the Electric Utility and the individual Aggregation Member. Members are required to remit and comply with the payment terms of ComEd. The Village will not be responsible for late payment or non-payment of any Member accounts. Neither the Village nor the ARES shall have separate credit or deposit policies for Members.

1. Early Termination. Members may terminate service from the ARES without penalty if they relocate outside of the Village. Members who did not opt out of the Program during the Opt-Out Period and who later leave the Program for other reasons may be assessed an early termination fee by the ARES not to exceed $25.
2. Enrollment Fee. For any new Member that joins the Program after the activation of service by the ARES for the Village, the ARES may charge an enrollment fee only to establish service at a property for which the ARES had not previously provided service in the preceding 30 days. The ARES shall not charge any enrollment fee with respect to any property for which the identity of the Member is changed but at which service is interrupted for a period of less than 30 days. Any enrollment fee authorized pursuant to this Paragraph shall not exceed $25.
3. Switching Fee. Members changing residency within the Village will not be assessed early termination or enrollment fees. The ARES shall continue service at the same rate and under the same terms and conditions for any Member who relocates within the Village prior to the expiration of the contract term, providing that the Member notifies the ARES of his or her desire to do so with 30 days' notice. Moving within the Village may cause the Member to be served for a brief period of time by ComEd. The ARES shall have the right to bill the participant for any associated switching fee imposed by ComEd.

G. **Enrollments:**

1. New Accounts. The ARES must facilitate the addition of new member accounts to the Aggregation Program during the term of the Supply Agreement. Residents and businesses that move into the community after the Opt-Out Period will NOT be automatically included in the Aggregation Program. Members wishing to opt-in to the Aggregation Program may contact the ARES to obtain enrollment information. All new accounts shall be entitled to the rates set forth in the Supply Agreement.
2. Re-Joining the Aggregation Group. After opting out, Members may rejoin the Program at a later date in the same manner as new residents moving into the Village. These members may contact the ARES at any time to obtain enrollment information. All Members who re-join the Program shall be entitled to the rates set forth in the Supply Agreement.

3. Percentage of Income Payment Plan (PIPP) participation. The ARES must facilitate billing for residents enrolled in the PIPP bill payment assistance program for low-income residential customers. The ARES must also notify PIPP customers of the consequences of participating in the Aggregation.
4. Change of Address. Members who move from one location to another within the corporate limits of the Village shall retain their participant status.
5. The ARES will establish procedures and protocols to work with ComEd on an ongoing basis to add, delete or change any member participation or rate information.

H. Member Services:

1. Program Management and Documentation: The ARES must have standard operating procedures in place that govern Member education, Opt-out notification, Member inquiries, and public outreach regarding the Aggregation Program.
2. Member Inquiries.
   a. Procedures for Handling Customer Complaints and Dispute Resolution. Concerns regarding service reliability should be directed to ComEd, billing questions should be directed to ComEd or the ARES, and any unresolved disputes should be directed to the ICC.
   b. Telephone Inquiries. The ARES must maintain a local or toll-free telephone access line which will be available to Aggregation Members 24 hours a day, seven days a week. Trained company representatives will be available to respond to customer telephone inquiries during normal business hours. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day. Under normal operating conditions, telephone answer times by a customer representative, including wait time, shall not exceed 30 seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed 30 seconds. These standards shall be met no less than 90 percent of the time under normal operating conditions, measured on a quarterly basis.
   c. Internet and Email. The ARES must establish and maintain a website for the Aggregation Members. The website will provide basic information concerning the Aggregation program and will facilitate member inquiries by providing a platform for the submission of questions by email or text. Responses to inquiries submitted through the website platform must be generated within 24 hours.
   d. Bilingual Services. The ARES must provide customer service for Members requiring non-English verbal and written assistance.
   e. Hearing Impaired. The ARES must provide customer service for hearing impaired Members.
3. The ARES will provide the Aggregation Members with updates and disclosures mandated by ICC and IPA rules.

I. Reliability of Power Supply: The Program will only affect the generation source of power. ComEd will continue to deliver power through their transmission and distribution systems. Responsibility for maintaining system reliability continues to rest with ComEd. If Members have service reliability problems, they should contact ComEd for repairs. The ICC has established "Minimum Reliability Standards" for all utilities operating distribution systems in Illinois. Member outages, duration of outages, interruptions, etc., are monitored to ensure reliability remains at satisfactory levels. In addition to maintaining the "wires" system, ComEd is required to be the "Provider of Last Resort." This means that if the ARES fails for any reason to deliver any or all of the electricity needed to serve the Members' needs, ComEd will immediately provide for the shortfall. ComEd

would then bill the ARES for the power provided on their behalf. The Members would incur no additional cost.

VIII. ADDITIONAL SERVICE TERMS AND CONDITIONS

A. Member Education. At the discretion of the Consortium, the ARES will assist Consortium in developing and implementing a program to educate residential and small commercial retail Aggregation members on the Aggregation Program, as well as energy efficiency and conservation tools. The ARES will also provide the Aggregation Members with updates and disclosures mandated by ICC and IPA rules.

B. Universal Access. The ARES will implement a process to provide universal access including Member Education for multi-lingual members and members with disabilities.

C. Customer Service. The ARES will develop and administer a customer service process that, at a minimum is able to: (i) accommodate Member inquiries and complaints about energy supply and services; and (ii) answer questions regarding the Program in general. This process will include a local telephone number for customer inquiries; a description of how telephone inquiries will be handled; a description of how communications between the Village, the ARES and ComEd will be reviewed for quality and timeliness; and a process by which the ARES can demonstrate meeting minimum customer service standards.

D. Compliance with Laws. The ARES will develop internal controls and processes to ensure that Village remains in good standing as a Municipal Aggregator that complies with all laws, rules and regulations surrounding the same, as they may be amended from time to time.

E. Reporting.

1. Power Mix Reporting. The ARES's will deliver quarterly reports to the Village and the Consultant which substantiate that: (a) it generated or purchased electricity with the claimed attributes in amounts sufficient to match actual consumption by the Aggregation Members; (b) the electricity was supplied to the interconnected grid serving the Aggregation Members; and (c) the same generated electricity was not sold to more than one consumer.

   The report will show the source of the power and demonstrate that the power was provided in accordance with Renewable Portfolio Standards and the federal Clean Air Act regulations and permits.

2. REC Reporting. The ARES will deliver reports that provide competent and reliable evidence to support the fact that it purchased properly certified RECS in a sufficient quantity to offset the non-renewable energy provided in the mix.

3. Aggregation Reports. The ARES will provide the Village with quarterly reports showing the number of Members participating in the Aggregation Program and the total cost for energy provided to the Aggregation as compared to the ComEd's default tariffed service rates. In addition, the ARES will report its efforts at member education.

F. Termination of Service

1. End of Term. The Village's Supply Agreement with the ARES will terminate upon its expiration, provided that the ARES will continue to provide service at their best rate on a month to month basis after the expiration of the contract term until the Village provides it with 30 day written notice to discontinue providing service.

2. Early Termination. The Village will have the right to terminate the Agreement prior to the expiration of the term in the event the ARES commits any act of default. Acts of default include but are not limited to the following:

   a. Breach of Confidentiality regarding Customer information.
   b. The ARES becoming disqualified to perform the services by virtue of the lapse or revocation of any required license or certification listed as a qualification in the RFP.
   c. Com Ed's termination of its relationship with the ARES.
   d. Any act or omission which constitutes deception by affirmative statement or practice, or by omission, fraud, misrepresentation, or a bad faith practice.
   e. Billing in excess of the approved kWh rates and stated charges.
   f. Billing or attempting to collect any charge other than the approved kWh rates and contractually approved charges.
   g. Failure to perform at minimum levels of customer service required by the Village.

   The Village will provide the ARES with written notice of immediate termination in the event that any of the defaults listed above under subsections a. through d. exist.

   The Village will provide the ARES with written notice of default in the event of any default listed under subsections e. through g., or any other event of default not listed above. The ARES and the Village will attempt to resolve any issues cooperatively within 7 business days. If the issue is not resolved, the Village will again notify the ARES in writing of its intention to terminate the agreement within 30 days if the issue is not resolved to the Village's satisfaction.

   Upon termination for any reason, the Village will notify ComEd to return the Aggregation Members to the default tariff electric service.

   Upon termination, each individual Member will receive written notification from the Village of the termination of the Program. Such notice will also inform Members of their electric supply options.

G. Jurisdiction. Any disputes between the ARES and the Village will be resolved in the courts or before state agencies in the State of Illinois regardless of any conflicts laws to the contrary.

H. Limitation of Liability. The Village shall not be liable to Aggregation Members for any claims, however styled, arising out of the aggregation program or out of any Village act or omission in facilitating the Municipal Aggregation program.

In addition, the ARES agrees to hold the Village harmless from any claim, cause of action, or proceeding of any kind which may be filed against the Village arising out of the services provided by the ARES or any act or omission of the Village in obtaining the services of the ARES. Participants in the aggregation program shall assert any such claims solely against the ARES pursuant to the Power Supply Agreement, under which such participants are express third party beneficiaries.

IX. INFORMATION AND COMPLAINT NUMBERS

Copies of this Plan will be available electronically from the Consortium free of charge. Any electric customer, including any participant in the Consortium's aggregation program, may contact the Illinois Commerce Commission for information, or to make a complaint against the Program, the ARES or ComEd. The ICC may be reached toll free at 217-782-5793.

Individuals can also contact their municipality at the number below or email electricityagg@vbg.org:

Arlington Heights	847-368-5800
Buffalo Grove	847-459-2525
Lincolnshire	847-883-8600
Long Grove	847-634-9440
Palatine	847-359-9050
Vernon Hills	847-367-3700
Wheeling	847-459-2600