

Village of La Grange



VILLAGE BOARD MEETING

MONDAY, JANUARY 14, 2013

7:30 p.m.

Village Hall Auditorium

53 South La Grange Road

La Grange, IL 60525

Elizabeth M. Asperger
Village President

Thomas Morsch
Village Clerk

VILLAGE OF LA GRANGE
BOARD OF TRUSTEES REGULAR MEETING

Village Hall Auditorium
53 South La Grange Road
La Grange, IL 60525

AGENDA

Monday, January 14, 2013 – 7:30 p.m.

1. CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE
 - Trustee Holder*
 - Trustee Horvath*
 - Trustee Kuchler*
 - Trustee Langan*
 - Trustee Nowak*
 - Trustee Palermo*
 - President Asperger*

2. PRESIDENT'S REPORT
 - This is an opportunity for the Village President to report on matters of interest or concern to the Village.*

3. PUBLIC COMMENTS REGARDING AGENDA ITEMS
 - This is the opportunity for members of the audience to speak about matters that are included on this Agenda.*

4. OMNIBUS AGENDA AND VOTE
 - Matters on the Omnibus Agenda will be considered by a single motion and vote because they already have been considered fully by the Board at a previous meeting, or have been determined to be of a routine nature. Any member of the Board of Trustees may request that an item be moved from the Omnibus Agenda to Current Business for separate consideration.*

 - A. Minutes of the Village of La Grange Board of Trustees Regular Meeting Monday, December 10, 2012

 - B. Consolidated Voucher 121224

 - C. Consolidated Voucher 130114

5. CURRENT BUSINESS
 - This agenda item includes consideration of matters being presented to the Board of Trustees for action.*

 - A. Resolution – Stone Avenue Train Station Renovation Project – Cancellation of Invitation to Bid and Direction to Staff to Reject All Bids: *Referred to Trustee Holder*

B. Resolution – Authorizing an Agreement With The Illinois Community Choice Aggregation Network for Electricity Aggregation Program Consulting Services: *Referred to Trustee Palermo*

6. MANAGER’S REPORT

This is an opportunity for the Village Manager to report on behalf of the Village Staff about matters of interest to the Village.

7. PUBLIC COMMENTS REGARDING MATTERS NOT ON AGENDA

This is an opportunity for members of the audience to speak about Village related matters that are not listed on this Agenda.

8. EXECUTIVE SESSION

The Board of Trustees may decide, by a roll call vote, to convene in executive session if there are matters to discuss confidentially, in accordance with the Open Meetings Act.

9. TRUSTEE COMMENTS

The Board of Trustees may wish to comment on any matters.

10. ADJOURNMENT

The Village of La Grange is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations so that they can observe and/or participate in this meeting, or who have questions, regarding the accessibility of the meeting or the Village’s facilities, should contact the Village’s ADA Coordinator at (708) 579-2315 promptly to allow the Village to make reasonable accommodations for those persons.

OMNIBUS VOTE

MINUTES

VILLAGE OF LA GRANGE
BOARD OF TRUSTEES REGULAR MEETING
Village Hall Auditorium
53 South La Grange Road
La Grange, IL 60525

Monday, December 10, 2012 - 7:30 p.m.

1. CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE

The Board of Trustees of the Village of La Grange regular meeting was called to order at 7:33 p.m. by President Asperger. On roll call, as read by Village Clerk Thomas Morsch, the following were present:

PRESENT: Trustees Holder, Horvath, Kuchler, Langan, Nowak and Palermo

ABSENT: None

OTHERS: Village Manager Robert Pilipiszyn
Assistant Village Manager Andrianna Peterson
Village Attorney Mark Burkland
Finance Director Lou Cipparrone
Community Development Director Patrick Benjamin
Public Works Director Ryan Gillingham
Fire Chief William Bryzgalski
Police Chief Michael Holub

President Asperger requested Clerk Morsch to lead the Board and audience in the Pledge of Allegiance.

2. PRESIDENT'S REPORT

President Asperger expressed heartfelt sadness at the loss of two La Grange residents due to a recent home fire. As first responders the La Grange Fire and Police Department were acknowledged for their professionalism. Compassion and community support were extended to families of the victims.

President Asperger congratulated all involved in the successful Hometown Holiday Walk sponsored by the La Grange Business Association. Extending a wonderful holiday season, President Asperger encouraged residents to continue to shop locally.

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3. PUBLIC COMMENTS REGARDING AGENDA ITEMS

None

4. OMNIBUS AGENDA AND VOTE

- A. Resolution (#R-12-12) Authorizing Study of Vacation of Public Right-of-Way Located North of 1407 W. Cossitt Avenue
- B. Engineering Services Agreement – East Avenue Pumping Station – Detailed Engineering, Design and Inspection Services
- C. Ordinance (#O-12-34) – Disposal of Surplus Property
- D. Minutes of the Village of La Grange Board of Trustees Town Meeting Monday, November 26, 2012
- E. Consolidated Voucher 121210 – (\$816,747.28)

It was moved by Trustee Langan to approve items A, B, C, D, and E of the Omnibus Agenda, seconded by Trustee Nowak.

Trustee Palermo inquired as to the nature and cost of the study for a vacation of public right-of-way. Community Development Director Patrick Benjamin responded that with Board approval, the application will be referred to the Plan Commission whose task is to determine whether the public right-of-way which is subject to the proposed vacation should be retained. The process also provides for a public hearing. Mr. Benjamin indicated it could take approximately one and a half months before a recommendation is presented to the Village Board for consideration.

Approved by roll call vote.

Ayes: Trustees Holder, Horvath, Kuchler, Langan, Nowak and Palermo
Nays: None
Absent: None

5. CURRENT BUSINESS

- A. Ordinance (#O-12-35) Abatement of 2012 Tax Levy / 2005 Street Light Refunding Bonds: Referred to Trustee Langan

Trustee Langan explained the history of the Residential Streetlight Program noting the Village Board's approval to issue alternate revenue bonds in 1998 to complete the program. Due to more favorable interest rates in 2005, the Village adopted an ordinance authorizing the refunding of the remaining outstanding bonds, thereby saving the Village approximately \$100,000 in interest over the remaining life of the

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issue which matures on December 1, 2017. Trustee Langan added that the Series 2005 bond issue is a general obligation, alternate revenue source issue, backed by the full faith and credit of the Village. Revenues derived from the collection of utility taxes are pledged to pay the principal and interest expenditures related to this issue. Because sufficient revenues from the utility tax are available within the General Fund, it is appropriate to abate this portion of the tax levy.

It was moved by Trustee Langan to approve the Ordinance abating taxes levied for 2012 with respect to the \$2,785,000 General Obligation Refunding Bonds, Alternate Revenue Source, Series 2005, in the amount of \$301,545, seconded by Trustee Nowak. Approved by roll call vote.

Ayes: Trustees Horvath, Palermo, Holder, Langan, Kuchler and Nowak
Nays: None
Absent: None

B. Ordinance (#O-12-36) Abatement of 2012 Tax Levy / general Obligation Alternate Revenue Water Bonds Series 2012A: Referred to Trustee Langan

Trustee Langan summarized the Boards deliberation and subsequent approval to replace the outdated and inaccurate water meters and initiate mechanical and technical upgrades to the water pumping station. Trustee Langan added to fund these two significant infrastructure capital projects the Board adopted an ordinance authorizing the issuance of \$2.08 million in general obligation, alternate revenue water bonds in September, 2012. Trustee Langan noted that the Series 2012A bond issue is a general obligation, alternate revenue source issue, backed by the full faith and credit of the Village. Revenues derived from the collection of water sales are pledged to pay the principal and interest expenditures related to this issue. Explaining that water rates were adjusted earlier this year in anticipation of funding the debt obligation, thus sufficient monies are budgeted and available within the Water Fund, it is appropriate to abate this portion of the tax levy.

It was moved by Trustee Langan to approve the Ordinance abating taxes levied for 2012 with respect to the \$2,080,000 General Obligation, Alternate revenue Water Bonds, Series 2012A, in the amount of \$130,930, seconded by Trustee Horvath. Approved by roll call vote.

Ayes: Trustees Holder, Palermo, Horvath, Langan, Kuchler, and Nowak
Nays: None
Absent: None

C. Resolution – Levying a Tax for Library Operating Purposes: Referred to Trustee Langan

Trustee Langan explained that the La Grange Library Board of Trustees 2012 tax levy request for operating purposes is \$2,084,869 which is a 4.20% increase over

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last year's tax levy. This is the allowable increase under the Property Tax Limitation Act equal to the increase of the Village tax levy request. Because the La Grange Library this a "municipal library" rather than a separate "public library district" it must levy property taxes as part of the Village of La Grange tax levy. Trustee Langan noted that the Library's debt service levy decreased due to more favorable interest rates and the recent refunding of the 2004 General Obligation Library bonds originally issued for the construction of the new library building. Adding that by refunding the outstanding bonds, Village residents will realize a savings of approximately \$750,000 in interest over the remaining life of the issue which will mature in December, 2024.

Members of the La Grange Public Library were in attendance to answer any questions.

It was moved by Trustee Langan to accept La Grange Public Library Resolution approved by the Library Board, seconded by Trustee Holder.

Trustee Horvath inquired if the Library ever foresees a situation when they would not require the maximum allowable increase under the Property Tax Limitation Act. Jeannie Dilger, Executive Director of the library responded that the library makes every effort to contain expenses. Ms. Dilger added that the library has limited revenues and relies almost entirely on property taxes for operations.

Approved by roll call vote.

Ayes: Trustees Holder, Palermo, Horvath, Langan, Kuchler, and Nowak
Nays: None
Absent: None

D. Ordinance (#O-12-37) – 2012 Property Tax Levy for Village Operations: Referred to Trustee Langan

Trustee Langan explained that the preliminary 2012 property tax levy was reviewed and discussed in detail at the November 12, 2012 Village Board meeting and since the tax levy did not exceed Truth in Taxation requirements it was not necessary to hold a public hearing to adopt the final levy.

The final tax levy includes an increase of 4.27%, exclusive of debt service, over the prior year's tax extension. The increase reflects the allowable increase under the Property Tax Limitation Act of 3.0% (Consumer Price Index) as of December 2011.

Trustee Langan added that pre-budget workshops were held to discuss expenses and revenues at which time no changes or adjustments were made to the final tax levy line items. Trustee Langan noted that on average, a home with an estimated market value of \$350,000 would only incur an annual increase of \$27.53 from the Village levy and \$9.11 from the Library levy.

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Although a Special Service Area levy is filed with Cook County to fund on-going maintenance of the Central Business District, it is not subject to Truth in Taxation requirements. By ordinance the Special Service Area levy is to be adjusted annually by the Consumer Price Index utilized as part of the Property Tax Limitation Act. Trustee Langan noted the 2012 Special Service Area levy of \$65,109 reflects an increase of 3.0% over last year's levy of \$63,213.

It was moved by Trustee Langan to adopt the ordinance requesting a 2012 property tax levy of \$8,354,316, exclusive of debt service, which is a 4.20% increase from the 2011 levy, seconded by Trustee Holder.

Trustee Horvath reiterated his belief that the levy should be limited to new growth and he will vote nay on the final 2012 property tax levy for Village operations. Trustee Horvath believes looking at expenses and options to leverage alternative resources for revenues is necessary.

Trustee Langan noted his support for the levy and feels that under the cost containment plan the Village has already reduced personnel expenses and continues to budget conservatively. Trustee Langan does not believe the levy is unreasonable.

Trustee Holder stated his support for the final property tax levy ordinance. He noted that La Grange is a vibrant community where people want to live. Other communities are envious of what La Grange has accomplished. Trustee Holder cautioned that one cannot cut their way to growth and vitality, adding that thriving takes money but decay does not.

Approved by a 4 to 2 roll call vote.

Ayes: Trustees Holder, Kuchler, Langan, and Nowak
Nays: Trustees Horvath and Palermo
Absent: None

6. MANAGER'S REPORT

None.

7. PUBLIC COMMENTS REGARDING MATTERS NOT ON AGENDA

None

8. EXECUTIVE SESSION

9. TRUSTEE COMMENTS

As the year ends, Trustee Horvath extended good will and holiday wishes to all.

Trustee Kuchler echoed Trustee Horvath's wishes for happy holidays to all.

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Trustee Holder added Happy Hanukah.

10. ADJOURNMENT

At 8:00 p.m. Trustee Langan moved to adjourn, seconded by Trustee Holder. Approved by voice vote.

Elizabeth M. Asperger, Village President

ATTEST:

Thomas Morsch, Village Clerk

Approved Date:

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VILLAGE OF LA GRANGE

Disbursement Approval by Fund

December 24, 2012

Consolidated Voucher 121224

<u>Fund No.</u>	<u>Fund Name</u>	<u>12/24/12 Voucher</u>	<u>12/21/12 Payroll</u>	<u>Total</u>
01	General	140,939.53	278,920.74	419,860.27
21	Motor Fuel Tax			0.00
22	Foreign Fire Insurance Tax	702.34		702.34
24	ETSB	2,114.28		2,114.28
27	Drug Enforcement	17,256.31		
40	Capital Projects			0.00
50	Water	11,103.74	39,949.05	51,052.79
51	Parking	7,163.43	23,590.74	30,754.17
60	Equipment Replacement			0.00
70	Police Pension			0.00
75	Firefighters' Pension			0.00
80	Sewer	557.87	9,385.53	9,943.40
90	Debt Service			0.00
91	SSA 4A Debt Service			0.00
93	SAA 269			0.00
94	SAA 270			0.00
		<u>179,837.50</u>	<u>351,846.06</u>	<u>514,427.25</u>

We the undersigned Manager and Clerk of the Village of La Grange hereby certify that, to the best of our knowledge and belief, the foregoing items are true and proper charges against the Village and hereby approve their payment.

Village Manager

Village Clerk

President

Trustee

Trustee

Trustee

Trustee

Trustee

Trustee

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VILLAGE OF LA GRANGE

Disbursement Approval by Fund

January 14, 2013

Consolidated Voucher 130114

<u>Fund No.</u>	<u>Fund Name</u>	<u>01/14/13 Voucher</u>	<u>01/04/13 Payroll</u>	<u>Total</u>
01	General	472,318.99	294,353.17	766,672.16
21	Motor Fuel Tax			0.00
22	Foreign Fire Insurance Tax			0.00
24	ETSB	13,736.87		13,736.87
40	Capital Projects	121,052.13		121,052.13
50	Water	261,216.21	39,410.65	300,626.86
51	Parking	37,910.01	23,639.24	61,549.25
60	Equipment Replacement			0.00
70	Police Pension			0.00
75	Firefighters' Pension	300.00		300.00
80	Sewer	17,602.44	9,867.47	27,469.91
90	Debt Service			0.00
91	SSA 4A Debt Service			0.00
93	SAA 269			0.00
94	SAA 270			0.00
		<u>924,136.65</u>	<u>367,270.53</u>	<u>1,291,407.18</u>

We the undersigned Manager and Clerk of the Village of La Grange hereby certify that, to the best of our knowledge and belief, the foregoing items are true and proper charges against the Village and hereby approve their payment.

Village Manager

Village Clerk

President

Trustee

Trustee

Trustee

Trustee

Trustee

Trustee

H-C

CURRENT BUSINESS

VILLAGE OF LA GRANGE
Administrative Offices

BOARD REPORT

TO: Village President, Village Clerk,
Board of Trustees, and Village Attorney

FROM: Robert J. Pilipiszyn, Village Manager
Andrianna Peterson, Assistant Village Manager

DATE: January 14, 2013

RE: **RESOLUTION – STONE AVENUE TRAIN STATION
RENOVATION PROJECT - CANCELLATION OF INVITATION
TO BID AND DIRECTION TO STAFF TO REJECT ALL BIDS**

For some time, the Village has been working with Metra, West Suburban Mass Transit District, BNSF and other state and federal agencies to secure funding and approval for renovations to the historic Stone Avenue Train Station.

The Village has secured \$385,000 in grant funding from the West Suburban Mass Transit District and \$700,000 in federal funding through Congressman Lipinski for interior and exterior renovations.

During Phase I (feasibility) of the project, the Village Board discussed the scope of the proposed work in February 2009 and again in June 2010. The Village Board looked with favor on the renovation and improvements, and prioritized the renovations that could be accomplished with the available grant funding.

The Village staff then worked with Metra to finalize the necessary contract and grant documents so that Phase II (design and bidding) of the project could commence. The Village Board approved the agreements with Metra and Legat Architects on September 26, 2011, and the Metra Board approved the agreements on October 14, 2011. Metra issued notice to the Village in January 2012 that the Phase II work could proceed.

A full set of project plans, specifications, and contract documents were completed and approved by Metra in November 2012, and the Village let the project for bid on November 12, 2012. Six bids were received and opened on December 11, 2012.

All six bids are significantly higher than the architect's estimate and thus exceed the project budget. The architect's construction estimate is \$875,035. The lowest base bid we received was \$1,035,000, which is 18% over the estimate. The highest base bid was \$1,349,000,

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which is 54% over the estimate. A complete copy of the bid tabulation is attached for your reference.

Federal procurement regulations require the Village to award a contract to the lowest responsible bidder or cancel the bidding process and reject all bids. Because of the project budget constraints, staff has determined that it is in the Village's best interest to reject all of the bids. Staff then will complete an analysis of the bids in an attempt to ascertain why the bids are so high. With that knowledge the staff, working with the architect and Metra, will revise the plans and specifications as necessary and appropriate and rebid the project with the goal of achieving a low bid from a qualified contractor that is within the project budget.

Staff has consulted with Metra, which concurs with the staff's determination.

The Village Attorney has drafted the attached Resolution providing for notice of the cancellation of the invitation to bid and directing staff to reject all bids. Notice of the cancellation of the invitation to bid will be provided directly to the six bidders and posted on the Village's website.

Staff recommends that the Resolution be approved.

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VILLAGE OF LA GRANGE

RESOLUTION NO. _____

A RESOLUTION CANCELLING THE INVITATION TO BID
FOR THE STONE AVENUE STATION RENOVATION PROJECT
AND DIRECTING STAFF TO REJECT ALL BIDS

WHEREAS, the Village of La Grange is working with Metra, West Suburban Mass Transit District, BNSF, and other state and federal agencies to complete renovations to the historic Stone Avenue Train Station in the Village (the "Project"); and

WHEREAS, the Village secured \$385,000 in grant funding from the West Suburban Mass Transit District and \$700,000 in federal grant funding for the Project; and

WHEREAS, the Village issued a bid package on November 12, 2012, to solicit sealed bids from construction contractors and the Village received six bids for the Project, which were opened on December 11, 2012; and

WHEREAS, all six bids significantly exceeded the consulting architect's cost estimate and project budget; and

WHEREAS, the President and Board of Trustees of the Village of La Grange have considered the bids and have determined that (a) all of the bids are at unreasonable prices, (b) cancellation of the invitation to bid is clearly in the public's interest, and (c) for those reasons the invitation to bid on the Project should be cancelled and all bids received should be rejected;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of La Grange, Cook County and State of Illinois, as follows:

Section 1. Recitals. The foregoing recitals are incorporated into this Resolution as findings of the President and Board of Trustees.

Section 2. Cancellation of Invitation and Rejection of Bids. The Village Manager is authorized and directed to cancel the invitation to bid on the Project and reject all six bids received in response to the invitation.

Section 3. Direction to Notify Bidders. The Village Clerk is authorized and directed to provide a notice to all bidders on the Project, in the form attached as

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Exhibit A, stating that all bids have been rejected because the bids are at unreasonable prices and cancellation of the invitation to bid is clearly in the public's interest.

Section 4. Effective Date. This Resolution will be in full force and effect after its passage and approval.

PASSED this _____ day of January 2013.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of January 2013.

Elizabeth Asperger, Village President

Attest:

By: _____
Thomas Morsch, Village Clerk

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EXHIBIT A

VILLAGE OF LA GRANGE
NOTICE OF CANCELLATION OF INVITATION TO BID

January __, 2013

To: All Bidders

[List bidders or attach service list]

On November 12, 2012, the Village of La Grange, Cook County, Illinois, issued a bid package to solicit sealed bids from construction contractors for the following project:

Stone Avenue Train Station Renovations

In response to this invitation, the Village received sealed bids from the six bidders listed above. The Village opened the bids on December 11, 2012. After opening the bids, the Village determined that all bids are at unreasonable prices and cancellation of the invitation is clearly in the public's interest. As a result, you are hereby notified that the Village is rejecting all bids and cancelling the invitation for bids for the Stone Avenue Train Station Renovations project.

President and Board of Trustees
Village of La Grange, Illinois

By: _____
Thomas Morsch, Village Clerk

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Bid Tabulation

OWNER: Village of La Grange
 PROJECT TITLE: Renovations to the Stone Avenue Metra Stat
 PROJECT NUMBER: 212011.00
 DATE / TIME: December 11, 2012 1:00 p.m.

Alt. 1: New Toilet Room
 Alt. 2: Outbound Platform Sidewalk and Paving
 Alt. 3: Installation of New Brick Pavers
 Alt. 4: Interior Terrazzon Flooring Repair and Renovation

Alt. 5: Plaster Wall and Ceiling Repair
 Alt. 6: Wall Tile Cleaning and Repair
 Alt. 7: Sandblasting Existing Outbound Canopy Structure
 Alt. 8: Painting Existing Outbound Canopy Structure

Alt. 13: Aluminum Fencing

BIDDER	ADDM		BASE BID	BID FORMS													COMPLETION DATE	BID BOND	SUBST.	CERTIFICATES						MANDATORY PREBID MEETING	
	NUMBER 1	NUMBER 2		ALTERNATE BIDS																Bidder Eligibility & Non-Collusion Affidavit	Drug Free Workplace	Human Rights Act	Metro Schedule A	Metro Schedule C	Metro Exhibit L		Metro Exhibit M
				No. 1	No. 2	No. 3	No. 4	No. 5	No. 6	No. 7	No. 8	No. 9	No. 10	No. 11	No. 12	No. 13											
Estimate			\$875,035	\$37,000	\$89,595	\$32,000	\$12,000	\$15,000	\$2,000	\$17,000	\$20,000	\$20,000	\$9,000	\$15,000	\$0	\$0											
Utility and Industrial Construction Company	Y	Y	\$1,284,700	\$60,624	\$114,739	\$32,400	\$11,700	\$16,700	\$21,460	\$90,000	\$9,300	\$2,100	\$13,000	\$36,000	\$37,700	\$12,000											
IHC Construction Companies LLC	Y	Y	\$1,096,917	\$30,358	\$43,404	\$35,016	\$10,019	\$14,518	\$23,310	\$50,096	\$7,872	\$818	-\$3,092	\$34,062	\$24,997	\$5,279											
Boller Construction Company	Y	Y	\$1,035,000	\$43,000	\$36,000	\$36,000	\$16,000	\$6,000	\$9,000	\$10,000	\$8,000	\$2,500	\$1,000	\$29,000	\$22,000	\$8,000											
Rasch Construction & Engineering	Y	Y	\$1,349,000	\$53,500	\$58,900	\$34,400	\$17,200	\$16,500	\$6,000	\$24,500	\$42,700	\$900	\$3,000	\$35,000	\$42,900	\$17,200											
Ward Contracting & Building Restoration	Y	Y	\$1,340,000	\$67,000	\$54,000	\$31,680	\$4,550	\$12,000	\$9,800	\$53,600	\$28,000	\$1,980	\$28,000	\$40,880	\$51,800	\$88 per foot											
Burling Builders, Inc.	Y	Y	\$1,166,000	\$48,424	\$44,954	\$33,465	\$11,270	\$4,465	\$20,470	\$73,600	\$8,855	\$920	-\$1,167	\$42,483	\$36,455	\$5,700											

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VILLAGE OF LA GRANGE
Administrative Offices

BOARD REPORT

TO: Village President, Village Clerk,
Board of Trustees, and Village Attorney

FROM: Robert J. Pilipiszyn, Village Manager
Andrianna Peterson, Assistant Village Manager

DATE: January 14, 2013

RE: **RESOLUTION – AUTHORIZING AN AGREEMENT WITH THE
ILLINOIS COMMUNITY CHOICE AGGREGATION NETWORK
FOR ELECTRICITY AGGREGATION PROGRAM CONSULTING
SERVICES**

In 2009, the State of Illinois amended the Illinois Power Agency Act with Public Act 96-0176. The amendment implemented certain deregulation of the electricity market for residential and small business customers (large industrial and commercial customers already had the authority to seek competitive bids), and provides for the municipal aggregation of electricity.

In accordance with the Act, the Village initiated a referendum question for the November 6, 2012, ballot asking voters whether the Village should seek to create an electricity aggregation program. The referendum was approved, thus authorizing the Village to develop a program. On November 26, 2012, the Village Board approved an ordinance authorizing an opt-out electricity aggregation program as well as other required administrative and technical functions.

As discussed with the Village Board, expert assistance with certain technical aspects of the electricity aggregation program was recommended. With Village Board concurrence, staff therefore solicited qualifications (through a written Request for Qualifications) from consultants widely known to have experience with municipal aggregation programs. The components of the consultant's work will include assistance with the bid process, assistance with selection of a preferred supplier, preparation of the documents necessary to receive and properly handle confidential customer information, providing advice and counsel to the staff from time to time as the Village develops and finalizes its electricity aggregation program, and monitoring the selected supplier's compliance with the requirements of the program. Four consultants submitted proposals in response to the Village's RFQ.

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After thorough staff review of the four proposals, Staff recommends that the Village Board approve an agreement with the Illinois Community Choice Aggregation Network (ICCAN). This recommendation is based on the following factors:

1. ICCAN is composed of a collaborative network of communities, non-profits, and consulting experts that are dedicated to expanding and improving the benefits of electricity aggregation.
2. ICCAN has provided consulting services for electricity aggregation programs in more than 45 Illinois municipalities of various sizes, including the City of Chicago. ICCAN estimates that the cumulative annualized savings of those municipalities whose aggregation programs have been completed is \$175,000,000.
3. ICCAN's approach to its consulting services includes a two-step procurement process that is designed to ensure that retail electric supply bidders meet the minimum standards set by the Village for its program. The first stage of the process creates a pool of bidders that meet minimum service and professional qualifications and that accept the general contract terms issued by the Village. The second stage of the process is for those qualified bidders to submit binding, sealed bids for the Village's program.
4. Unlike some consultants, ICCAN does not maintain any compensation-based relationship with any electricity supplier. Instead, ICCAN's compensation comes either directly from the municipality or from the electricity supplier selected by the municipality.
5. ICCAN's proposed compensation for consulting services is a flat fee of \$10,500. That fee would be paid by the electricity supplier chosen by the Village, after the contract is finalized. ICCAN will not receive any other compensation from the Village or the supplier. This fee is significantly lower than the fees proposed by similarly experienced consultants for similar services.
6. Staff has contacted several municipalities that have worked with ICCAN. The reports from those contacts regarding ICCAN's expertise and services have all been satisfactory.

Mr. Mark Pruitt of the Illinois Community Choice Aggregation Network is in attendance at the meeting in the event the Village Board has any questions.

Staff recommends approval of a resolution authorizing an agreement with the Illinois Community Choice Aggregation Network (ICCAN) for Consulting Services Regarding the Aggregation of Electricity Program.

5-B.1

VILLAGE OF LA GRANGE

CONSULTING SERVICES AGREEMENT
WITH THE ILLINOIS COMMUNITY CHOICE AGGREGATION NETWORK

This Agreement is made between the Village of La Grange, an Illinois municipality, (the "Village") and the Illinois Community Choice Aggregation Network (the "Consultant") as of January __, 2013.

I. THE SERVICES

A. Definition of Services. The Consultant will provide the electricity aggregation services to the Village as described in and pursuant to the Proposal attached to this Agreement as Exhibit A (the "Services"), which Services generally include electricity aggregation consulting services to comprehensively assist the Village in developing, implementing, and operating its Electricity Aggregation Program ("*Aggregation Program*"), including without limitation:

1. advising Village staff and elected officials on all aspects of the Aggregation Program;
2. assisting with all necessary documents for the implementation and operation of the Aggregation Program;
3. promptly advising the Village on any changes in laws, rules, tariffs, or any other regulatory matter that impacts the Aggregation Program;
4. assisting with and attending public hearings and Village Board meetings related to the Aggregation Program;
5. writing bid specifications and contract documents for an electric utility supplier (an "ARES") in order to conduct a competitive bidding process for the procurement of electricity for the Aggregation Program;
6. soliciting and reviewing bids received and assisting Village staff with the selection of an ARES;
7. after selection of the ARES, working with Village staff to provide information to Village residents concerning the implementation and operation of the Aggregation Program, including managing and implementing the "opt-out" notification process for Village residents and conducting an on-going education program for Village residents and businesses;
8. Assisting staff with the acquisition of records from Com Ed following required confidentiality procedures;
9. monitoring the ARES's compliance with the requirements of the contract to supply electricity for the Aggregation Program; and
10. managing and supervising the implementation of the Aggregation Program by the ARES through the end of the contract term, including:

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11. developing and maintaining an effective computer system to record and analyze energy requirements and corresponding transactions;
12. routinely reviewing random billings to customers within the Aggregation Program to monitor accuracy of billings to customers;
13. providing periodic reports and other documentation and analysis of the performance of the ARES as requested by the Village; and
14. attending meetings with Village staff and officials as requested by the Village to give periodic updates on the Aggregation Program, including program operations, customer savings, and reports concerning Program operation and on-going system checks concerning the provision of electricity.

B. Responsibility of Consultant to Perform. The Consultant must provide all personnel necessary to complete the Services. The Consultant must perform the Services with its own personnel unless otherwise approved by the Village in writing. All sub-consultants and supplies used by the Consultant in the performance of Services must be acceptable to, and approved in advance by, the Village. The Village's approval of any sub-consultant or supplier will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Agreement. All Services performed by any sub-consultant or supplier are subject to all of the provisions of this Agreement in the same manner as if performed directly by the Consultant. If any sub-consultant or supplier fails to properly perform any Services undertaken by it in compliance with this Agreement, then the Consultant, immediately on notice from the Village, must remove that sub-consultant or supplier and undertake the Services itself or replace the sub-consultant or supplier with a sub-consultant or supplier acceptable to the Village.

II. PAYMENT FOR THE SERVICES

A. Compensation. As compensation for the performance of the Services ("*Compensation*") and only after the execution of a contract between the Village and an ARES for the supply of electricity for the Aggregation Program, the Consultant will receive a flat fee of \$10,500 paid by the selected ARES. The Consultant acknowledges and agrees that if the Village does not execute a contract with an ARES for the supply of electricity for the Aggregation Program, the Consultant will not receive, and will not be entitled to receive, the Compensation.

B. Authorized Reimbursable Expenses. Not applicable.

C. Invoices. Not applicable.

D. Taxes. The Compensation includes applicable federal, State of Illinois, and local taxes of every kind applicable to the Services and all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. The Consultant will never have a claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees.

III. PERFORMANCE OF THE SERVICES

A. Standard of Performance. The Consultant must perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the Chicago Metropolitan Region (the "*Standard of Performance*"). All Services must be conform to the requirements of this Agreement and must be performed in accordance with the Standard of Performance. The Consultant is fully and solely responsible for the quality, technical accuracy, completeness, and coordination of all Services.

B. Risk of Loss. The Consultant bears the risk of loss in providing all Services. The Consultant is responsible for any and all damages to property or persons arising from any Consultant error, omission, or negligent act and for any losses or costs to repair or remedy any services undertaken by the Village based on the Services as a result of any such error, omission, or negligent act. Notwithstanding any other provision of this Agreement, the Consultant's obligations under this Section III.B exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of the Village or the Consultant, to indemnify, hold harmless, or reimburse the Consultant for damages, losses, or costs.

C. Village Responsibilities. The Village will have the following responsibilities:

1. To designate a person with authority to act as the Village's representative on the project. The Village's representative will have the authority to act on behalf of the Village except on matters that require approval of the Village's Board of Trustees.
2. To provide to the Consultant all criteria and information about the requirements for the Services.
3. To provide to the Consultant existing studies, reports, and other available data relevant to the Services.
4. To arrange for access to, and make provisions for the Consultant to enter on, property as reasonably required to perform the Services.
5. To review reports, documents, data, and all other information presented by the Consultant as appropriate.
6. To provide approvals from all governmental authorities having jurisdiction over a Project when requested by the Consultant, except the extent such approvals are part of the Services.
7. To respond with reasonable promptness to questions, inquiries, and requests of the Consultant.

D. Time of the Essence. Time is of the essence for all activities related to the performance of the Services.

E. Suspension of Services. The Village, at any time and for any reason, may suspend work on any or all Services by issuing a written work suspension notice to the

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Consultant. The Consultant must stop the performance of all Services within the scope of the suspension notice until the Village directs the Consultant in writing to resume performance.

IV. INSURANCE

The Consultant must maintain the insurance coverage described in Exhibit B during this Agreement. Any sub-consultants that the Consultant uses also must acquire and maintain equivalent insurance coverage.

V. INDEMNIFICATION

The Consultant, without regard to the availability or unavailability of any insurance, either of the Village or the Consultant, must indemnify and reimburse the Village and its officials, officers, employees, agents, and attorneys (the "*Indemnified Parties*"), to the fullest extent permitted by law, against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees, that may arise or be alleged to have arisen out of or in connection with Consultant's negligent acts, errors, or omissions, except only to the extent caused by the negligence of the Village.

VI. OWNERSHIP AND USE OF DOCUMENTS

All documents created by the Consultant as a part of performance of the Services, specifically but without limitation reports, calculations, and other documents prepared in the course of performing the Services will be treated as work for hire and will belong to the Village. In no event may the Consultant publish, publicly describe, or otherwise present the Services performed for the Village or the documents produced or prepared in connection with the Services without the Village's written permission.

VII. TERMINATION

A. At Will. This Agreement is at-will and may be terminated by the Village at any time at the Village's convenience, without reason or cause. The Consultant is not entitled to Compensation of any kind, including without limitation for lost profit, for any Services not performed by the Consultant.

B. Termination by Village for Breach. The Village at any time, by written notice, may terminate this Agreement on account of breach by the Consultant and failure of the Consultant to cure the breach within five business days after that written notice or such further time as the Village may explicitly agree in writing and in the Village's sole discretion, in response to a written notice from the Consultant within the five-day period seeking additional time to cure. "*Breach*" by the Consultant includes (a) failure of the Consultant to adhere to any terms or conditions of this Agreement, (b) failure of the Consultant to properly perform Services, (c) failure of the Consultant to maintain progress in the performance of Services so as to endanger proper performance of the project, or (d) failure of the Consultant to have or maintain adequate financial or legal capacity to properly complete any Services.

C. Termination by Consultant for Breach. The Consultant at any time, by written notice, may terminate this Agreement on account of failure by the Village to properly pay the Consultant and failure of the Village to cure the breach within five days after that written notice

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or such further time as the Consultant may explicitly agree in writing and in the Consultant's sole discretion, in response to a written notice from the Village seeking additional time to cure.

VIII. LEGAL RELATIONSHIPS AND GENERAL REQUIREMENTS

A. Consultant as Independent Consultant. For purposes of this Agreement, the Consultant is an independent consultant and is not, and may not be construed or deemed to be, an employee, agent, or joint venturer of the Village.

B. Compliance with Laws. The Consultant must comply with all statutes, ordinances, codes, and regulations applicable to the Services.

C. Intellectual Property. The Consultant may not infringe on any intellectual property (including but not limited to patents, trademarks, or copyrights) (collectively "*Intellectual Property*") in the performance of Services. If ever the Consultant is alleged to have infringed on any Intellectual Property, then, in addition to the Consultant's obligations to indemnify Indemnified Parties, the Consultant also, at the sole discretion of the Village and at the Consultant's sole expense (i) procure for the Village the right to continue using the infringing subject matter, or (ii) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of this Agreement and the relevant Task Order, or (iii) reimburse the Village for all payments made to the Consultant relating to or impacted by the infringing material and all costs incurred by Village resulting from such infringement.

D. Confidential Information. All information and data disclosed by the Village and developed or obtained under this Agreement must be treated by the Consultant as proprietary and confidential information ("*Confidential Information*"). The Consultant must not disclose Confidential Information without the Village's prior written consent. No person may use Confidential Information for any purpose other than for the proper performance of Services. The obligations under this Subsection D does not apply to Confidential Information that is (i) in the public domain without breach of this Agreement, (ii) developed by the Consultant independently from this Agreement, (iii) received by the Consultant on a non-confidential basis from others who had a right to disclose the information, or (iv) required by law to be disclosed, but only after prior written notice has been received by Village and Village has had a reasonable opportunity to protect disclosure of the Confidential Information. The Consultant must ensure that the foregoing obligations of confidentiality and use extend to and bind the Consultant's sub-consultants and suppliers.

E. Notices. Any notice or communication required by this Agreement will be deemed sufficiently given if in writing and when delivered personally or upon receipt of registered or certified mail, postage prepaid, with the U.S. Postal Service and addressed as follows:

If to the Village:
Village of La Grange
53 South La Grange Road
La Grange, Illinois 60525
Attn: Village Manager

with a copy to:
Mark Burkland
Holland & Knight LLP
131 South Dearborn Street, 30th Floor
Chicago, Illinois 60603

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If to the Consultant:

Mark J. Pruitt
Illinois Community Choice Aggregation Network
10 West 35th Street, 16th Floor
Chicago, Illinois 60616

or to such other address as the party to whom notice is to be given has furnished in writing.

F. No Waiver by Village. No act, order, approval, acceptance, or payment by the Village, nor any delay by the Village in exercising any right under this Agreement, will constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services or operate to waive any requirement or provision of this Agreement or any remedy, power, or right of the Village.

G. No Third-Party Beneficiaries. This Agreement is for the benefit of the Village and the Consultant only and there can be no valid claim made or held against the Village or the Consultant by any third party to be a beneficiary under this Agreement.

H. Assignments. The Consultant may not assign or transfer any term, obligation, right, or other aspect of this Agreement without the prior express written consent of the Village. If any aspect of this Agreement is assigned or transferred, then the Consultant will remain responsible to the Village for the proper performance of the Consultant's obligations under this Agreement. The terms and conditions of any agreement by the Consultant to assign or transfer this Agreement must include terms requiring the assignee or transferee to fully comply with this Agreement unless otherwise authorized in writing by the Village.

I. Amendments. This Agreement may be amended only in writing executed by the Village and the Consultant.

J. Governing Law. The validity, construction, and performance of this Agreement and all disputes between the parties arising out of or related to this Agreement will be governed by the laws of the State of Illinois without regard to choice or conflict of law rules or regulations.

K. Compliance with Laws, Grant Conditions. All Services must be provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. The Consultant also must comply with applicable conditions of any federal, state, or local grant received by the Village with respect to this Agreement. The Consultant will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the Consultant's improper performance of, or failure to properly perform, any Services.

L. Representation of No Conflicts. The Consultant represents that (1) no Village employee or agent is interested in the business of the Consultant or this Agreement, (2) as of the Effective Date neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the

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obligations under this Agreement, and (3) neither the Consultant nor any person employed by or associated with the Consultant may at any time obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

M. No Collusion. The Consultant represents that the Consultant is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is properly contesting its liability for the tax or the amount of the tax or (2) a violation of either Section 33E-3 or Section 33E-4 or Article 33E of the Criminal Code of 1961, 720 ILCS 5/22E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement and that this Agreement is made without collusion with any other person, firm, or corporation.

N. Exhibits. Exhibits A through B attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

WHEREFORE, the Village and the Consultant have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

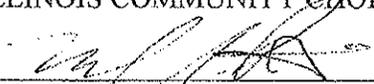
VILLAGE OF LA GRANGE

By:

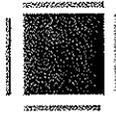
Robert J. Pilipiszyn, Village Manager

THE ILLINOIS COMMUNITY CHOICE AGGREGATION NETWORK

By:

 11/7/2013

Mark J. Prufft, Principal



THE ILLINOIS COMMUNITY CHOICE AGGREGATION NETWORK

December 6, 2012

TO: Andrianna Peterson, Assistant Village Manager, Village of La Grange, Illinois

FROM: Mark J. Pruitt, Principal 

RE: Response to Request for Qualifications and Pricing for Electricity Aggregation Consulting Services

Attached please find our submittal in response to the Village's Request for Qualifications and Pricing for Electricity Aggregation Consulting Services from the Illinois Community Choice Aggregation Network (ICCAN).

ICCAN appreciates the opportunity to be considered by the Village, and is hopeful that we can provide La Grange's municipal leadership and residents with the benefit of our experience gained through working with some of the smallest Illinois villages (Ipava, population 468) and largest cities (Chicago, population 2,700,000).

Per your instructions, we have submitted our proposal to the following location:

Village of La Grange
Village Clerk's Office
53 S. La Grange Road
La Grange, Illinois 60525

Additionally, ICCAN accepts the proposed contract terms provided by the Village in the bid package, and have included a signed copy of the contract in our submittal (Attachment 4).

Again, thank you for this opportunity. Please contact me directly should you require any additional information or response material.

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**RESPONSE TO VILLAGE OF LA GRANGE
REQUEST FOR PROPOSALS
ELECTRICITY AGGREGATION CONSULTING SERVICES**

December 6, 2012

**SUBMITTED BY:
The Illinois Community Choice Aggregation Network (ICCAN)**

5-13,10

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Attachment A (Staff Biographies)

Attachment B (Draft Aggregation Plan)

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Introduction

The Illinois Community Choice Aggregation Network (ICCAN) is network of communities, energy non-profits, and consulting experts dedicated to expanding and improving the benefits of Community Choice Aggregation (CCA) in Illinois. ICCAN's purpose is to provide communities with access to independent, experienced and affordable resources that place the local government and their residents and businesses in the priority position during the municipal aggregation process.

Our collaborative approach allows communities to share lessons learned throughout the aggregation process and build their knowledge and capability. We believe our approach empowers municipalities by giving them the tools they need to effectively manage aggregation without incurring high costs. ICCAN partner contributions in response to the Village of La Grange solicitation (Village) project include:

- ◆ **The Illinois Community Choice Aggregation Network (ICCAN)** – Mark Pruitt will be the project director and primary Village interface. As the past Director of the Illinois Power Agency, Mark provides expertise in competitive electricity procurement, wholesale and retail and consumer outreach.
 - **The Illinois Community Choice Aggregation Network**
 Attn: Mark Pruitt mpruitt@ilccan.com
 10 West 35th Street, 16th Floor (219)921-3828
 Chicago, Illinois 60616
- ◆ **Intelligent Power Partners** – John Kelly will assist with the administration of the contract and provide key standards for the RFP and supplier contracts. IPP will also provide expertise in the area of shared savings program, sustainability program, competitive clean power procurement, and efficiency programs.
 - **Intelligent Power Partners**
 Attn: John Kelly jkelly@ippconnect.com
 2021 Midwest Road, Suite 200 (630) 464 -7020
 Oak Brook, Illinois 60523
- ◆ **Galvin Center for Electricity Innovation** – Dr. Shahidehpour and his team will provide both technical and administrative support to the project. The Galvin Center has been researching and studying power markets and ways to provide Illinois communities access to low cost wind power and technologies.
 - **Galvin Center for Electricity Innovation**
 Attn: Dr. Mohammed Shahidehpour ms@iit.edu
 10 West 35th Street, 16th Floor (312) 567-3000
 Chicago, Illinois 60616-3793
- ◆ **LEAN Energy US** – Shawn Marshall will provide aggregation support and assist with development of the program plan, RFP, member educations, and community outreach. Shawn was instrumental in the successful formation of the Marin Energy Authority CCA which is the first in California and is currently providing aggregation support to other California communities. As a former Mayor and city Council member Shawn has significant experience with community outreach and referenda development

○ **LEAN Energy US**

Attn: Shawn Marshall shawnmarshall@LEANenergyus.org
 655 Redwood Highway, Suite 345 (415) 786-9118
 Mill Valley, California 94941

Background

Public Act 96-0176 amended the Illinois Power Agency Act by providing for the aggregation of electrical load by municipalities and counties. This law authorizes single or multiple communities to develop aggregation programs for the procurement of electricity supply to residential and small business customers. Municipalities are able to include residential and small businesses accounts in a Request for Proposal to Alternative Retail Electric Suppliers (ARES) licensed by the Illinois Commerce Commission. Additionally, multiple municipalities can join together in common aggregation pools.

The statute defines two paths for local governments to aggregate their community electric load and related services: "opt-in" and "opt-out." Opt-in aggregation requires individual electric accounts to affirmatively enroll into the aggregation program; accounts that do not enroll are not included in the aggregation pool. Opt-out aggregation automatically enrolls each electric account into the aggregated pool, but allows individual account to affirmatively opt out of the aggregation.

Most communities view the opt-out approach as more viable option. Opt-out aggregations have the potential for generating higher levels of competition among bidders, lower prices, and better contract terms and conditions because the aggregator can negotiate more effectively with a predictable energy load.

Under municipal aggregation, the regulated local electric utility remains responsible for reliability, billing and account hook-ups/shut-offs. Per the Public Utility Act, the regulated local electric utility may not reduce service or apply any bias against customers or communities utilizing municipal aggregation. If aggregation members experience an outage or require traditional utility services such as meter relocations of service upgrades, they would continue to contact their local utility. Municipal aggregation does not reduce or alter taxes, fees, or franchise agreements between the municipality and the local electric utility. The only immediate difference aggregation pool members should notice is the lower unit price for electricity that appears on their regular utility bill.

*Aggregation
Process*

The statute requires specific steps in order to create a municipal aggregation:

- ◆ Presentation of the referendum question at a general election (required for opt-out aggregations only);
- ◆ Adoption of an ordinance authorizing the aggregation;
- ◆ Approval of a Plan of Operations and Governance for the aggregation after holding a minimum of two (2) public hearings;
- ◆ Selection of electricity supply and energy service providers through a public bidding process;

- ◆ Notification of utility consumers located within the municipality of the aggregation contract supply rates, terms and conditions, and the option to opt-out of the aggregation pool;
- ◆ Implementation of the program in accordance with the Plan of Operations and Governance.

Once established, a municipal aggregation can enter into supply and service agreements on behalf of their communities. A municipality is not obligated to enter contracts for electric supply or services unless it agrees to pricing, terms and conditions, and any other specifications required by the municipality. If no supplier is selected, community members will continue to receive their electricity at the default Commonwealth Edison rates – aggregation is an opportunity, not an obligation.

Opportunities for Communities

Municipal aggregation allows local governments to work with residents and small businesses to chart their own course in the larger electricity market. Well-planned and executed aggregations allow for the following benefits:

- ◆ **Deliver lower costs.** Recently, aggregations in Illinois have yielded 23-25% savings on electricity supply costs, and 9-18% reductions on total utility bill costs.
- ◆ **Select cleaner resources.** The Oak Park municipal aggregation recently supported the development of Illinois wind power through the use of renewable energy credits to augment their energy supply.
- ◆ **Improve energy use.** Energy efficiency and demand response programs can improve community load factor and profile to reduce supply costs by 5-15%.
- ◆ **Generate revenue.** Energy efficiency and demand response programs can generate value that can be sold into the wholesale capacity, and energy market.
- ◆ **Job creation.** Communities can leverage their purchasing power to incent the development of local clean generation assets that support local job creation.

The Role of Consultants

Communities considering municipal aggregation may engage outside consultants to assist with the planning, outreach, and vendor selection procedures required in the aggregation process. In the near term, qualified consultant should be used to assist the municipality in meeting the four primary goals of aggregation formation:

- ◆ **Negotiating the best deal for the community.** The consultant must deliver a low electricity purchase price while optimizing transaction costs and working with the municipality to create opportunities that will reduce costs into the future.
- ◆ **Maintaining consumer rights.** The consultant must assist the municipality develop contract terms and conditions that ensure respectful and timely services for consumers that participate in the aggregation pool.
- ◆ **Controlling processes to prevent conflicts of interest.** The consultant must protect the integrity of the aggregation process and results by documenting and validating procedures. These documents will serve to defend selection results.

- ◆ **Complying with statutory requirements.** The consultant must work with municipal counsel to ensure compliance with the requirements of the municipal aggregation statute as well as the Public Utility and Consumer Protection Acts.

There are several attributes to look for when considering a consultant, such as:

- ◆ **Expertise.** Consultant must demonstrate a wide range of expertise with utility laws and regulations, retail and wholesale electricity market, and energy efficiency and demand-response technologies. The more experience the consultant offers, the more value the municipal aggregation can deliver.
- ◆ **Independence.** Consultants should be completely neutral in the planning and selection of services and suppliers. Consultants should be free of conflicts of interests such as maintaining compensation-based relationships (such as agency agreements) with Alternative Retail Electric Suppliers (ARES).
- ◆ **Strong networks.** Consultants should have constructive relationships with the Illinois utility regulatory authorities including the Illinois Commerce Commission, utility staff, the Department of Commerce and Economic Opportunity, and the Office of the Attorney General. Additionally, the consultant should have active relationships with the community of non-profit organizations that impact the Illinois marketplace (i.e. the Citizens Utility Board, the Midwest Energy Efficiency Alliance, the Environmental Law and Policy Center, Sierra Club, and the Center for Neighborhood Technology). A strong network allows the consultant to identify and leverage new opportunities for the aggregation.

We believe that the depth and range of expertise provided by the ICCAN team will meet and exceed expectations. Our goal is to provide the Village residents with immediate cost savings, and to establish the systems that can further local economic development benefits through energy efficiency, demand response, and clean energy.

The ICCAN Engagement Team views this proposal as a starting point: we are receptive to any requests or suggestions for services the Village may consider necessary as the aggregation process proceeds.

Team and Resources

The proposed Village aggregation will be one of the larger aggregations in Illinois. Providing the expertise, staffing and management support necessary to successfully complete the consulting engagement led ICCAN to assemble a diverse team of experts.

Engagement Team & Roles

ICCAN team members have deep experience with municipal aggregation in Illinois; backgrounds in utility regulation, power procurement, education, municipal government, and efficiency technologies; and have established mutual working relationships over multiple projects and initiatives. The proposed consulting team includes:

- ◆ **Mark Pruitt (ICCAN)** will serve as the engagement manager for the Village program. Mark's 22 years of experience with retail and wholesale energy procurement, program management, and project development will be applied to the following tasks on behalf of the Village: RFP review, vendor review, compliance planning, bid scoring, and risk mitigation. Additionally, Mark is available to assist the Village with the following services: public outreach, power purchase agreements for renewable energy, contract performance monitoring, and energy efficiency programs.
- ◆ **John Kelly (Intelligent Power Partners LLC)** will support administrative activities for the Village program. John's 25 years of experience in electricity and natural gas markets, smart grid, advanced energy technologies, energy procurement, and sustainable energy development will be applied to the following tasks on behalf of the Village: RFP review, Renewable Portfolio Standard (RPS) compliance, and bid scoring. Additionally, John is highly qualified to assist the Village with the development of the following programs: shared savings, sustainable development, demand response and efficiency.
- ◆ **Shawn Marshall (LEAN Energy US)** will serve as planning manager for the Village program. Shawn's direct experience in creating the Marin Village California Aggregation Program and her service as an elected official will be applied to the following tasks on behalf of the Village: monthly education webinars, plan review, communications content review, and RFP review. Additionally, Shawn is highly qualified to assist the Village with the development or public education and outreach materials, coordination of public education campaigns, and alliance formation.
- ◆ **Dr. Mohammed Shahidehpour (The Galvin Center for Electricity Innovation at the Illinois Institute of Technology)** will provide technical and administrative support for the program. Dr. Shahidehpour 35 years of experience in electricity markets will be applied to the following tasks on behalf of the Village: statistical analyses, market price monitoring, tariff models, and data processing. The IIT team is also highly qualified to assist the Village with customer enrollment, database development, and community energy benchmarking.

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Long-term experience in the electricity sector enables the consultant to better understand the aggregation community' needs and make meaningful recommendations on how to achieve those goals. Consulting team members should demonstrate exposure to electricity procurement, energy efficiency projects, demand response technologies, public utility policy, and electricity market deregulation.

The ICCAN Engagement Team members have broad and deep experience in the electricity sector, including risk management experience. Details of specific electric industry sector experience are further detailed in Attachment A (Staff Biographies), general experience is noted below:

*Engagement
Team
Backgrounds*

Mark Pruitt, ICCAN. With 21 years of experience in the energy commodity supply and energy efficiency markets, Mark assists organizations with energy planning,

project evaluation, procurement processes and contract negotiations. His experience through the electricity deregulation process in Illinois provides him with a long-range perspective on positioning, risk mitigation and opportunity development.

Prior to founding ICCAN, Mark served as the first Director of the Illinois Power Agency where he secured electricity supply on behalf of the 4.7 million residential and small commercial ratepayer accounts serviced by Commonwealth Edison and Ameren Illinois. During his tenure, the IPA secured over \$1.6 billion in cost savings for utility customers through strategic procurement planning and processes.

Mark created one of the largest commercial energy aggregations (natural gas and electricity) for State of Illinois facilities while at the University of Illinois. Prior to his work at U of I, he developed efficiency and power generation projects for federal clients on behalf of Nicor. Mark's experience with local, state, and federal clients provides him with a keen understanding of the challenges facing public sector clients.

John Kelly, Intelligent Power Partners. Drawing upon more than 25 years of experience in electricity and natural gas markets, John provides research and consulting services on smart grid, advanced energy technologies, energy procurement, and sustainable energy development. He provides expertise on sustainable energy issues, policies, practices and technologies, including distributed energy, waste to energy, and renewable energy. This includes applying a systems approach to improve the reliability and efficiency of the energy delivery system.

Prior to forming Intelligent Power Partners, John co-founded Endurant Energy LLC where he operated the consulting services practice that provided sustainable energy planning and conceptual design services. John is also designing sustainable energy system for large multiuse developments including Time Warner Center and Related Company Hudson Yards development.

At Gas Technology Institute, John developed and led a new research division that focused on developing sustainable energy models for Village and large developments. He led research projects to develop distributed energy technologies and built GTI's

Distributed Energy Test Center to support these research activities. John led a US team in an international competition to develop the most sustainable urban design for the San Diego region, placing second among 9 countries.

Prior to GTI, John provided consulting services to the electric industry for 17 years, including nine years with Duke Engineering as the Manger of Specialty Engineering Services and Sargent and Lundy. In this role, John assisted electric utilities with preparing for a deregulated market through the application of advanced technologies and programs that improved power plant performance, lowered costs, and met new regulatory requirements. In this capacity, John developed new monitoring technology, software to automate labor intensive power plant maintenance activities, and programs to streamline power plant operation.

Dr. Mohammad Shahidehpour, The Robert W. Galvin Center for Electric Innovation at the Illinois Institute of Technology. Dr. Shahidehpour serves as Bodine Distinguished Professor in the Electrical and Computer Engineering Department at Illinois Institute of Technology. He has been a faculty member at IIT for the last 28 years where he received the IIT's Excellence in Teaching Award, as well as the Edison Electric Institute's Power Engineering Educator Award, and the C. Holmes MacDonald Outstanding Young Electrical Engineering Professor Award. At IIT, he has also served as Associate Provost for Research, Dean of the Graduate College, Associate Dean of Engineering for Research and Graduate Studies, and Chair of the ECE department.

Dr. Shahidehpour is an expert in power system optimization and control with specific interests in the modeling of microgrids and sustainable energy applications. He is currently the principal investigator of \$35 million in research grants on smart grid and sustainable energy. His Perfect Power project will convert the IIT's Main Campus to a smart grid center with a 20% reduction in its base load consumption and 50% reduction in the peak load consumption. As part of his Wind Village he contributes significantly to the next generation of wind turbine technology. He is also the PI for a wind integration project which will investigate the optimal locations in and the impact of large-scale wind integration on the U.S. Eastern Interconnection.

Dr. Shahidehpour has supervised 85 visiting faculty members as well as doctoral and master's degree students. He is the co-author of over 320 technical papers and six books on electric power systems planning, operation, and control. He is the 2009 recipient of the honorary doctorate from the Polytechnic University of Bucharest and three best paper awards for his publications in IEEE Transaction on Power Systems. For his contributions to power system research and development, he was awarded the IEEE T. Burke Hayes Faculty Recognition Award and the Sigma Xi Outstanding Senior Faculty Research Award. He is a Fellow of IEEE for his contributions to security-constrained unit commitment algorithms in power system operation and control.

Shawn Marshall, LEAN Energy US. Shawn Marshall is a founding Board member and Vice Chair of the Marin Energy Authority (MEA), a joint powers agency that operates

California's first community choice aggregation (CCA) program. At full capacity, MEA will serve 90,000 customers in Marin Village at competitive rates with a minimum 27% certified renewable energy. The USEPA recently named the Marin Energy Aggregation a top 20 renewable energy purchaser in the US.

In addition to her work with Marin Energy Authority, Shawn is co-founder and Executive Director of LEAN Energy US, a non-profit organization that exists to support the expansion of community choice aggregation into new communities and states. To date, LEAN Energy has participated in the drafting of CA State legislation (SB 790) and has provided CCA resource information to several communities in California, New York, Massachusetts and Illinois, where 20 Village recently passed referendums in support of CCA.

Shawn serves on the Mill Valley City Council and was the City's Mayor in 2008. Shawn is president of the Marin Village Council of Mayors and Council members and serves on the executive committee of the League of California Village North Bay Division, which represents the interests of 31 Village in Sacramento. She holds a B.A. degree from the University of California at Davis.

Resources

The ICCAN Engagement Team anticipates the use of technology to leverage communications with aggregation participants. Pending the needs of aggregation community staff, the ICCAN Team will establish email and text groups to allow group notifications. Additionally, we will establish a Google Site for the municipality. The Google Site will be a central repository for project documents, communications, and shared calendars. Lastly, in-person meetings will be supplemented (not replaced) with regular conference and Skype calls to track progress.

The ICCAN Engagement Team will use the following IT platforms to support aggregation activities:

- ◆ Communications – ICCAN Engagement Team members will directly interact with the Aggregation members through the following channels:
 - Personal Meetings
 - Telephone
 - Email/Texting
- ◆ Documents – Draft and final documents for use in the aggregation program will be provided in the following format:
 - MS Word (or equivalent)
 - Adobe Acrobat
- ◆ Presentations – Draft and final presentations will be available in:
 - MS Powerpoint (or equivalent)
 - Adobe Acrobat
 - Windows Media Player
- ◆ Work Management – Processes will be tracked using:
 - Google Site
- ◆ Data – Analysis and data management will be formatted to:
 - MS Excel (or equivalent)
 - MS Access

The table below conveys the financial and staffing levels of ICCAN and the firms that may be engaged to support ICCAN's work with the Village:

Team Member	Year	Annual Revenues	Employment Category	FTE
ICCAN	2009	\$0	Administration	0
			Research/Project Mgmt	0
	2010	\$0	Administration	0
			Research/Project Mgmt	0
	2011	\$30,000	Administration	0
			Research/Project Mgmt	1
2012	\$320,000	Administration	.5	
		Research/Project Mgmt	1	
Team Member	Year	Annual Revenues	Employment Category	FTE
Innovative Power Partners	2009	\$300,000	Administration	1
			Research/Project Mgmt	2
	2010	\$1,251,000	Administration	2
			Research/Project Mgmt	4
	2011	\$1,650,000	Administration	2
			Research/Project Mgmt	6
2012	\$1,800,000	Administration	2	
		Research/Project Mgmt	6	
Team Member	Year	Annual Revenues	Employment Category	FTE
LEAN Energy US	2009	\$0	Administration	0
			Research/Project Mgmt	0
	2010	\$0	Administration	0
			Research/Project Mgmt	0
	2011	\$255,000	Administration	2
			Research/Project Mgmt	2
2012	\$355,000	Administration	1.5	
		Research/Project Mgmt	2	
Team Member	Year	Annual Revenues	Employment Category	FTE
The Robert W. Galvin Center for Electric Innovation at IIT	2009	\$3,000,000	Administration	2
			Research/Project Mgmt	3
	2010	\$3,000,000	Administration	3
			Research/Project Mgmt	4
	2011	\$3,000,000	Administration	5
			Research/Project Mgmt	8
2012	\$3,000,000	Administration	5	
		Research/Project Mgmt	8	

Market Price Monitoring

ICCAN monitors wholesale electricity and natural gas market prices (both spot and futures markets) on a daily basis. Those daily reads are fed into historical databases where they are analyzed for trends and sensitivities. Projections based on the trend analyses are used to estimate the future costs for the IPA default portfolio, and to establish the timing and extent of benefits available through market-based purchases.

The value of this approach is that accurate estimates of the future default rate can be used for value-planning on behalf of the municipality. Value planning in the municipal aggregation structure means:

- ◆ In the Pre-Aggregation Phase:
 - Calculating accurate consumer cost savings so consumers can trust the value of the proposed aggregation;

- ◆ In the Bidding Phase:
 - Evaluating the competitiveness of bids from ARES;
 - Determining optimal contract length;
 - Determining optimal period for soliciting bids;
- ◆ In the post-Contract award phase
 - Estimating the value of energy efficiency and demand response;
 - Reporting the cost advantages of the aggregation;
 - Indicating whether supply contracts should be amended or extended;

In the current market, general load profiles are used to establish the projected energy needs of residential and small commercial consumers. The load profiles are generalized over hundreds of thousands if not millions of individual accounts and weather normalized; therefore, their utility is somewhat limited. However, historical load data built from the aggregated accounts will enhance modeling, prediction, and negotiating activities within the first year of operation.

Additionally, as ComEd implements its Smart Meter program, aggregation communities will be able to capture detailed consumption data at the account level. Detailed account data will allow the aggregation to sell demand response resources into the wholesale capacity and day-ahead electricity markets.

Conflicts of Interest

Municipal Aggregation places the municipality in the position of broker. Selecting a consultant that is free of any business relationships with elected or non-elected officials, employee or volunteer of the Village will ensure frank advice and defensible decisions. The ICCAN Engagement Team does not maintain business relationships with elected officials, employees or volunteers of the Village.

Municipal Aggregation places the consultant in the position of advisor and negotiator on behalf of the Municipality. Selecting a consultant that is free of any personal or business relationships with potential bidders for electricity supply will ensure honest negotiations and defensible contract awards. A potential conflict of interest between the consultant and bidders will undermine the validity of the municipal aggregation process and results.

The ICCAN Engagement Team does not maintain business relationships with any registered Alternative Retail Electric Supplier (ARES). ICCAN members have worked on projects that have included the following registered ARES that may bid on the Village supply RFP:

Supplier Name	ICCAN Engagement Team Experience
BlueStar Energy Solutions	Yes
Champion Energy, LLC	Yes
Constellation Energy	Yes
Direct Energy Services, LLC	Yes
FirstEnergy Solutions	Yes
IGS Energy	Yes
Integrus Energy Services, Inc.	Yes
MC Squared Energy Services	Yes
NextEra Energy Services Illinois, LLC	Yes
Nicor Electric	Yes
Nordic Energy Services	Yes
Reliant	Yes

The ICCAN Engagement Team reports no annual revenue from retail energy suppliers.

ICCAN Team members have excellent professional relationships with the various retail electric supplier organizations (Retail Electric Supply Association, Illinois Competitive Energy Association, and the Illinois Energy Professionals Association). These relationships allow the ICCAN Engagement Team to monitor developments and issues within the vendor community and provide that intelligence to our municipal clients.

*Draft
Aggregation
Plan*

A Draft Aggregation Plan has been included in Attachment B to this document. While not specifically requested in the RFP, we have provided this submission in order to provide a context for the necessary operational measures that Village members must meet once their aggregations are in place.

*Licenses and
Registrations*

83 Ill. Adm. Code 454 (Licensure of Retail Electric Agents, Brokers and Consultants) details the licensing requirements of consultants advising on electricity purchasing in Illinois., and was drafted by the Illinois Commerce Commission in reference to 220 ILCS 5/16-115C. A copy of the Code Citation is included in Attachment C to this document.

The Code excludes licensing requirements as follows:

The requirements of this Section shall not apply to the following:

- 1) Any RES offering retail electric service on its own behalf;*
- 2) Any person or entity acting exclusively on behalf of a single RES on condition that exclusivity is disclosed to the customer;*
- 3) Any person or entity representing a municipal power agency, as defined in Section 11-119.1-3 of the Illinois Municipal Code [65 ILCS 5/11-119.1-3];*

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4) Any person or entity that attempts to procure retail electric service on behalf of, or sell retail electric service to, a third party that has an aggregate billing demand of all of its affiliated electric service accounts in Illinois of greater than 1,500 kW;

ICCAN member firms operate consultants only for consumers groups with aggregated billing demand in excess of 1,500 kW and are not required to maintain licensure from the Commission. The above exclusion also applies to the Village members (which are serving as agents on behalf of their consumer aggregations).

ICCAN is an Illinois Registered LLC (File Number 03800563).

Firm Experience

The ICCAN Engagement Team is uniquely qualified to meet the range of potential needs for the Village aggregation. By accessing the talents of multiple organizations, ICCAN can provide customized services to each community within the aggregation while still maintaining competitive prices.

ICCAN estimates that the proposed Village aggregation could amount to as much as 57,000 MWh (50,000,000 kWh) of annual volume for residential customers. Additional volumes are likely from small commercial ratepayers located within the designated municipalities. This represents a significant procurement event that requires an elevated level of experience and expertise of the consulting team.

Large Procurement Events

The ICCAN Engagement Team considers the volume and diversity of managed public sector procurements to be the key elements to establishing sufficiency of experience with procurement administration. With over 120 million MWh of load, 45 million Renewable Energy Credits (RECs), and 124,000 MW of demand contracted in the last three years, the ICCAN Engagement Team has demonstrated expertise in administering large scale competitive procurement processes. Details of procurement management experience are further articulated in Attachment A (Staff Biographies), recent aggregation experience is:

Group	Community	Services Provided							
		Marketing	POGO	Public Meetings	Referendum	Specs	Bids	Negotiations	Switching
Northwest Suburban Consortium	Arlington Heights								
	Buffalo Grove								
	Long Grove								
	Palatine		•	•	•	•	•	•	•
	Vernon Hills								
	Wheeling								
	Lincolnshire								
Lincoln/Logan Consortium	Atlanta								
	Ipava								
	Lincoln								
	Logan County	•	•	•	•	•	•	•	•
	Mount Pulaski								
	Table Grove								
	Emden								
Individual	Elmwood	•	•	•	•	•	•	•	•
Individual	Franklin Park	•	•	•	•	•	•	•	•
Individual	Machesney Park	•	•	•	•	•	•	•	•
Individual	Chicago	•	•	•	•	•	•	•	•
Individual	River Forest	•	•	•	•	•	•	•	•

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Group	Community	Services Provided							
		Marketing	POGO	Public Meetings	Referendum	Specs	Bids	Negotiations	Switching
North Shore Electricity Consortium	Deerfield								
	Highland Park								
	Lake Bluff								
	Lake Forest	•	•	•	•	•	•	•	•
	Northbrook								
	Park Ridge								
	Skokie								
	Glencoe								
Lakeshore Power Alliance	Wilmette	•	•	•	•	•	•	•	•
	Kenilworth								
	Glenview								
	Northfield								
Sangamon County Consortium	Auburn								
	Buffalo								
	Cantrall								
	Dawson								
	Grandview								
	Illiopolis								
	Mechanicsburg	•	•	•	•	•	•	•	•
	New Berlin								
	Pawnee								
	Pleasant Plains								
	Rochester								
	Spaulding								
	Sangamon								
Williamsville									

Municipal Aggregation References

ICCAN is currently engaged by 45 municipalities to assist with aggregation services. ICCAN references include the following Illinois communities:

- ◆ John Prejzner, Village of Wilmette, 1200 Wilmette Avenue, Wilmette, Illinois 60091, (847) 853-7502
- ◆ Mayor Kieth Snyder, 700 Broadway Street, Lincoln, Illinois 62656 (217) 735-1612
- ◆ Eric Palm, Village of River Forest, 400 Park Avenue, River Forest, Illinois 600305 (708) 366-3702

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In addition to their work with the above references, ICCAN members advocated the original municipal aggregation legislation in Illinois, and have advised legislators and regulators subsequent aggregation statutes and tariffs. Our understanding of the procedures, legislative intent, and structure of the aggregation statute enables us to provide cogent and concise explanations to all sectors of the public. Our professional experience provides perspective on the benefits and applications of aggregation not available through other channels.

*Reporting
Plan*

The ICCAN Engagement Team envisions the following reporting plan for the Village:

If the aggregation selects a supplier, communication traffic will transition to loop the supplier into regular communication with the Team and the municipality. Standardized quarterly reports from the supplier to the Team and Municipality include:

- ◆ Power Mix Reporting. In circumstances when the ARES is required to deliver specified energy supplies (renewable, low carbon, etc.) the ARES will report the source of supplied power and demonstrate that the power was provided in accordance with the terms of the sourcing agreement.
- ◆ 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 and comply with the requirements of the Renewable Portfolio Standard
- ◆ Aggregation Reports. The ARES will provide the Municipality 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 tariff service rates. In addition, the ARES will report its efforts at member education.

*Vendor
Screening
Plan*

Best practices dictate that all potential ARES suppliers be considered and encouraged to participate in the aggregation procurement solicitation. We cast the widest net possible for two reasons: 1) greater competition tends to yield better pricing; and, 2) more bidders generate more innovation and thereby value.

While the ICCAN Engagement Team will broadly advertise the aggregation's bidding opportunity, it will also rank potential bidders according to the following filters:

- ◆ Is the ARES currently authorized to serve as a retail supplier in Illinois?
 - Validate the ARES license and standing at Illinois Commerce Commission
 - Validate the ARES is registered as a Load Serving Entity at PJM
 - Validate ARES Service Agreement for Network Integration Transmission Service under Open Access Transmission Tariff
- ◆ Is the ARES credit-worthy?
 - Moody's, Fisk, Standard and Poor's rating
 - Review of most recent 10K and Q filings with the Securities and Exchange Commission

- ◆ Is the ARES capable of supplying aggregation members?
 - Conduct ratio analysis to establish aggregation sales volume vs. existing sales volumes
- ◆ Is the ARES capable of supporting the volume of aggregations transactions?
 - Establish the ARES maintains a functional Electronic Data Interchange network
 - Review call center and customer service protocols
 - Review flexibility of in-house billing systems
- ◆ Does the ARES carry any public perception risks?
 - Review media reports concerning ARES
 - Check references and association memberships
- ◆ What new ideas does the ARES bring to the aggregation and what is their value?
 - Conduct two-stage selection process
 - Allow ARES to propose enhancements to the aggregation's RFP specifications in the first stage (qualifications round) of bidding
- ◆ What is the generation mix that the supplier is able to provide (%coal, %nuclear, %renewable, etc.)

*Proposal
Process and
Scoring Plan*

The ICCAN Engagement Team recommends a two-stage Request for Proposals (RFP) process to be used to select an ARES supplier for the aggregation. The first stage of the solicitation establishes a pool of qualified bidder based on their meeting certain minimum service and professional qualifications AND accepting the general contract terms issued by the Municipality. Minimum scores in each category and in total must be met in order for a bidder to be considered qualified in the first bidding stage. In the second stage of bidding, qualified bidders will be asked to submit binding bids on a separate bid day.

The bidding process will be conducted in accordance with all applicable state and local laws and the normal bidding practices and protocols of the Municipality. The ICCAN Engagement Team proposes evaluating bids based on categorical scores. Category definitions and relative maximum point values can be defined by the Municipality. A sample scoring table is provided below:

Phase 1 Bidding: Bidders submit general qualifications and agreement to accept the general contract terms and conditions offered by the aggregation.	
Category	Max Points
Qualifications of the Bidder (see Supplier Selection above)	200
Quality of the Response to the Aggregation Plan	100
Quality of Marketing Plan and Timeline	100
Experience in supplying and serving aggregations	200
Factors deemed to be in the Municipality's best interest	400
Subtotal	1,000
Phase 2 Bidding: Bidders submit pricing for the aggregations requested volumes and delivery specifications	
Category	Max Points
Price - \$/MWh of energy supply	400
Subtotal	400
TOTAL	1,400

Phase 1 scores tend to be more subjective, so the ICCAN Engagement Team will provide detailed proposal review notes of all Phase 1 proposals. Phase 2 scores are objective where the lowest bid is awarded the maximum points.

Special pricing for non-standard supply products such as renewables should be scored in a similar manner with the Municipality establishing a maximum allowable premium to be paid for such special offers. If bids for the non-standard products come in below the threshold, then they may be considered as alternates by the Municipality.

Engagement Team recommends the Municipality assign contract acceptance authority to a single designee. In doing so, the Team can score Phase 2 bids, finalize a recommendation based on total scores (qualifications plus price).

The Municipality may award a contract to any bidder the Municipal Board determines to be in the best interests of its residents (i.e. opt-out fees, clean energy supply, energy efficiency programs). The Municipality will not be required to award a contract. The Municipality retains the absolute right to accept, accept with conditions, or reject any bid. The Municipality may, but is not required to, select an ARES to provide an energy power supply for the Aggregation Program according to the terms of a Service Agreement.

If the Municipality does not award a contract as a result of the bid process, the Municipality will notify the Aggregation Members that their electricity will continue to be provided through the ComEd default tariff.

Statute requires that a minimum of 2 public meetings be held to provide the public with the opportunity to learn about, review, and comment upon the proposed municipal aggregation program. Some communities have held both public meetings on the same day resulting in very little public participation. Other communities have engaged their

*Education
and Outreach
Plan*

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public through established working groups that include citizens and stakeholders in the planning and approval process.

The ICCAN Engagement Team agrees to support at least two (2) public meetings for the Village aggregation. Further the Team proposes to participate in whatever additional meetings individual communities believe to be beneficial and relevant to the municipal aggregation effort.

Additionally, the Team will support such meetings by providing public presentations, fact sheets, internet-based materials, draft-emails and mailers, press releases and other outreach-friendly materials as needed by the Community.

The ICCAN Engagement Team is well-suited to provide aggregation communities with valuable outreach and education materials suitable for use in informing the public leading up to the referendum. Additionally, the Team can support municipalities in conveying the value of the aggregation once it has been established.

Having advocated and advised on the original and subsequent aggregation statutes; Team members are extremely knowledgeable of municipal aggregation. Our understanding of the procedures, intent, and structure of the aggregation statute enables us to provide cogent and concise explanations to all sectors of the public. Our professional experience provides perspective on the benefits and applications of aggregation not available through other channels.

Education support can be direct or indirect, and geared to the specific needs of the individual community: Standardized presentations, brochures, and press releases will be available to municipalities on their own Google Site that will be maintained by the Team. Access to webcasts and recorded presentations can be made available upon request.

Team members expect to spend time within the communities providing education support. We anticipate meeting with elected and staff from each municipality, and attending public meetings and hearings related to the proposed aggregation. Further, Team members will be prepared to communicate with the public through the following channels:

- ◆ Print Media - Informational press releases, interviews and paid ads
 - Village newsletter and other local press
 - Newspapers - Chicago Tribune, Chicago Sun Times, The Daily Herald
 - Chamber of Commerce newsletter
- ◆ Web and Internet - Informational press releases, interviews and paid ads
 - Village web site
 - Electronic newsletters
 - Blogs and guest columns
- ◆ Presentations – Speaking engagements at regular meetings of community groups. Examples include (final list to be tailored to meet individual community needs):
 - Chambers of Commerce
 - Public Hearings
 - Rotary, Lions Club
 - AARP and Citizens Utility Board

*Consumer
Switching
Plan*

The customer switching (account enrollment) process for consumers included in the aggregation is consistent with the enrollment procedures used by ComEd since 2001. Team member Mark Pruitt enrolled state facility accounts into the PPO program during that period and is familiar with the process. Additionally, Pruitt has participated in the discussions concerning formation of ComEd Rate GAP – the rules by which ComEd will handle government aggregation accounts.

Pursuant to ICC regulations, after the Plan of Governance is approved by the Municipality, the Consultant will prepare and a Municipal designee will 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) requesting that it provide the Municipality with Retail Customer Identification information. ComEd will provide the Municipality 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 Municipality, under confidential agreement with the ARES, will work with the ARES and the ICCAN Engagement Team to remove any customers determined to be ineligible due to one or more of the following:

- ◆ The customer is not located within the Municipality;
- ◆ The customer account is too large for the Aggregation parameters;
- ◆ The customer has a pre-existing agreement with another ARES;
- ◆ The customer has free ComEd service;
- ◆ The customer has hourly rate Com Ed customer (real time pricing);
- ◆ The customer is on a ComEd bundled hold;

The ARES and the Municipality (with the assistance of the Consultant) will complete an eligibility review within 5 business days after receipt of customer account lists. The Retail Customer Identification Information will remain the property of the Municipality, and the ARES will comply with the confidentiality and non-compete provisions in the Service Agreement.

After the Retail Customer Identification Information is reviewed, the ARES will mail an approved Opt-Out Notices described below to all eligible account holders within the Municipality using Municipality letterhead and envelopes. Returned mail will be checked for accuracy and an alternative cross-reference of name and address will be conducted.

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 additional opportunity to rescind their participation in the program according to time frames and procedures established by ComEd.

The Team will engage the ARES on a monthly basis to review accounts that enter and leave the aggregation.

*Project
Schedule*

The following is a timeline for any activities needed to complete the aggregation program. Our process seeks to avoid Market Crowding, Market Timing, and Price Holding premiums

associated with other selection processes. Pending specific needs for the Village, ICCAN may suggest an alternative approach whereby the Village selects a supplier based on Vendor margin. Vendor margin selection is typically used when communities require higher levels of pricing transparency as opposed to a simple comparison of prices.

- ◆ Mid-December, 2012. Data request to utility seeking non-identifying account information.
- ◆ Mid-December, 2012. Plan of Operation and Governance drafted
- ◆ Late-December 2012. Phase 1 of electric supplier Request for Proposals issued. Phase 1 seeks to identify vendor that can meet the minimum standards (i.e. ICC customer complaint scorecard, corporate creditworthiness, etc.) set by the Village.
- ◆ Late December – Mid January 2013. Public hearings and vote on Plan of Operation and Governance.
- ◆ Late December – Mid January 2013. Public educated and outreach begins.
- ◆ Early January 2013. Phase 1 electric supplier responses circulated scored, and qualified bidders are identified.
- ◆ Early to mid-January, 2013. Minimum of two (2) public hearings held to discuss Plans of Operation and Governance.
- ◆ Late January, 2013. Village passes ordinance accepting the Plan of Operations and Governance.
- ◆ Late January-Early February, 2013. Qualified Bidders submit pricing offers in Phase 2 of the RFP process. Vendor selected, ordinance passed accepting contract.
- ◆ Early February 2013. Opt-out letters sent to residents
- ◆ Mid-February 2013. Data request to utility seeking identifying account information.
- ◆ Mid-February 2013. Opt-out period ends
- ◆ Mid to Late February 2013. Account enrollments begin.
- ◆ March 2013. Account enrollments completed and all account receiving discounted electricity rates.

*Energy
Efficiency
Opportunity*

Another opportunity for the aggregating communities is the ability to improve the efficiency in energy use within the community – an important means of delivering cost savings to aggregation members. Consultants experienced in the policy, procurement and asset development aspects of energy efficiency programs and projects will be able to identify opportunities, leverage resources, and support planning for the aggregation communities.

The ICCAN Engagement Group has extensive policy, procurement, and asset development experience. Highlights of that experience include:

Energy Efficiency Policy – Innovations, concepts, approaches

- ◆ **Mesa del Sol Perfect Power System (IPP):** Developed the energy system plan for a sustainable mixed-use community now under construction near Albuquerque, NM. The Plan features an efficient and variable energy system that will reduce the development's projected electricity load by 30 percent.

- ◆ **Time Warner Center Energy Master Plan (IPP):** Developed a comprehensive sustainable energy master plan that identified a suite of project to be implemented over ten years. This included identifying innovative solutions and performing hourly energy and price analysis to support financial modeling.
- ◆ **Stakeholder Advisory Council (Power Bureau):** Participate in the planning and evaluation meetings related to the ComEd and Ameren Illinois Energy Efficiency Portfolio Standards (EEPS) programs. Served evaluator function to establish program performance.
- ◆ **Energy Infrastructure Modernization Act (Power Bureau):** Drafted legislative language ensuring increasing energy efficiency budget and greater accountability in existing Energy Efficiency Portfolio Standard (EEPS) programs.

Energy Efficiency Procurement – Specifying, budgeting, soliciting, contracting

- ◆ **Energy Efficiency as an Alternative Supply Resource (Power Bureau):** Developed large scale procurement of Renewable Energy Credits for compliance with the Illinois Renewable Portfolio Standard. Aggressive planning and positioning captured market opportunities that reduced costs per REC from \$20 to \$0.96.
- ◆ **State Facilities Energy Benchmarking (Power Bureau):** Developed comprehensive database to benchmark energy consumptions against operating hours, square footage, and occupancy in statewide facilities in advance of energy services performance contracting initiative.
- ◆ **University of Illinois Utility Benchmarking (Power Bureau):** Developed standardized benchmarks to prioritize energy efficiency investments within the Urbana, Chicago, and Springfield campuses. Results were used as basis for energy services performance contracting initiative.

Energy Efficiency Asset Development – Building, developing, operating.

- ◆ **Energy Efficiency as an Alternative Supply Resource (Power Bureau):** Developed methodology for purchase of energy efficiency as an alternative supply resource for use in managing price risk within the Illinois default tariff rate.
- ◆ **Federal clients Energy Services Performance Contracting (Power Bureau):** identified and assessed energy conservation measures (ECM's) for Veterans Administration, Postal Service, and Department of Energy facilities located in Northern Illinois.

Demand Response Experience

Passage of Energy Infrastructure Modernization Act in Illinois means that Demand Response and other smart-grid options will become reality in the aggregation communities. Capturing the value of demand response requires the type of planning and experience offered by the ICCAN Engagement Team.

Demand Response Policy – Innovations, concepts, approaches

- ◆ **Galvin Electricity Initiative Project (Galvin/IIT):** For the past six years John Kelly and Greg Rouse have performed research and Perfect Power system conceptual

Illinois Community Choice Aggregation Network

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design development services. IPP has developed Perfect Power prototypes, performed research on restructure market best practices, and developed a policy framework that reveals proven reforms designed to value demand response.

- ◆ **Illinois Institute of Technology Perfect Power System Conceptual Design (IPP):** Developed in 2006, the smart microgrid-based Perfect Power system implemented at IIT represents a ground breaking approach to electricity distribution and management.
- ◆ **Electricity Reliability: Problems, Progress, and Solutions (IPP):** IPP wrote a white paper on reliability that reported on reliability practices in the US and Europe as well as solutions for improving reliability.
- ◆ **Dynamic Pricing (IPP):** IPP works with utilities and regulators to advance new pricing structures including real-time models that help consumers use electricity more wisely while discouraging overuse and stress on infrastructure during times of peak demand.
- ◆ **Perfect Power Seal of Approval (IPP):** To advance best practices in energy master planning, IPP developing a smart grid performance rating system that considers a system's reliability, environmental performance and costs.
- ◆ **Naperville Smart Grid Case Study (IPP).** IPP performed a detailed case study of the Naperville smart grid program which represents a replicable model for smart grid performance.

Demand Response Procurement – Specifying, budgeting, soliciting, contracting

- ◆ **Demand Response as an Alternative Capacity Resource (Power Bureau):** Developed large scale procurement of Demand Response for capacity and ancillary services compliance within PJM and MISO region.

Sustainability Experience

Another opportunity for the aggregating communities is the ability to decide and act on sustainability policies that effect citizens' quality of life. Consultants experienced in the policy, procurement and asset development aspects of sustainability and "green" programs and projects will be able to identify opportunities, locate resources, and support sustainability planning for the aggregation communities.

The ICCAN Engagement Group has extensive policy, procurement, and asset development experience. Highlights of that experience include:

Sustainability Policy – Innovations, concepts, approaches

- ◆ **Mesa del Sol Perfect Power System (IPP):** Developed the energy system plan for this sustainable mixed-use community, now under construction near Albuquerque, NM. The Plan features an intuitive energy system that will reduce the development's projected electricity load by 30 percent.
- ◆ **Time Warner Center Energy Master Plan (IPP):** Developed a comprehensive sustainable energy master plan that identified a suite of project to be

implemented over ten years. This included identifying innovative solutions and performing hourly energy and price analysis to support financial modeling.

- ◆ **Perfect Power Seal of Approval (IPP):** A best practices guide to energy master planning that yields a smart grid performance rating system that considers a system's reliability, environmental performance and costs.
- ◆ **Naperville Smart Grid Case Study (IPP):** A detailed case study of the Naperville smart grid program which is a replicable model for smart grid performance.
- ◆ **San Diego 100 Year Regional Sustainable Energy Plan (IPP):** A regional sustainable energy plan included a number of innovations including sustainable land use planning, advanced transportation systems, integration of distributed energy, water recovery and production, and sustainable buildings.
- ◆ **IIT Wind Village (IPP):** An \$8 million grant from the U.S. Department of Energy to establish a University-Industry Village for Wind Energy Research, Education, and Workforce Development.
- ◆ **Smart Grid Workforce Training and Education (Galvin Center/IIT):** A \$12.6 million project, supported by the Department of Energy and the State of Illinois, to educate and train the workforce to meet the opportunities of the smart grid.

Sustainability Procurement – Specifying, budgeting, soliciting, contracting

- ◆ **Marin Energy Authority Light Green/Deep Green energy purchasing (LEAN):** Developed innovative green energy product offerings for members of the Marin Village Community Choice Aggregation. Members receive a minimum 27% or can opt up to a 100% green option for their energy supply at competitive rates
- ◆ **Renewable Energy Credits (Power Bureau):** Developed large scale procurement of Renewable Energy Credits for compliance with the Illinois Renewable Portfolio Standard. Aggressive planning and positioning captured market opportunities that reduced costs per REC from \$20 to \$0.96.

Asset Development – Building, developing, operating.

- ◆ **Perfect Power (Galvin Center/IIT):** A \$12 million partnership with the Department of Energy to build the first-ever prototype of a Perfect Power microgrid - an electric system that will not fail - on its Main Campus in Chicago.
- ◆ **Smart Grid Cluster (Galvin Center/IIT):** A \$600,000 from the Small Business Administration to provide technical and business support to speed new Smart Grid technologies on the path to commercialization.
- ◆ **Solar PV and Biogas Projects (LEAN):** The Marin Energy Authority has entered into PPAs for 46 MW solar and 4 MW of landfill gas. One project includes a unique syndication that allows individual residents and business to buy a portion of the solar installation and use the energy generated to off-set their electricity bills.
- ◆ **Korea Smart Grid Research Partnership (Galvin Center/IIT):** A multi-million dollar international public-private partnership to accelerate the development of smart grid-supporting technology.

- ◆ **Renewable Power Purchase Agreements (Power Bureau):** Review and selection of over 50 renewable energy project (wind, solar, hydro, landfill gas) to select 700 MW of renewable generating capacity to support Illinois Renewable Portfolio Standard.

**Firm
Engagement**

ICCANA recommends that a formal contract exist between ICCANA and the Village. Several Illinois aggregations have proceeded without a contract between the local government(s) and the consultant. In those instances, the consultants have operated as agents of the municipality without a formal charter or oversight. This situation is problematic insofar as those consultants (and municipalities) may have violated 2HH of the Consumer Fraud and Deceptive Practices Act, 815 ILCS 505/2HH by handling customer data without having formal authority. ICCANA accepts the terms of the sample contract provided by the Village. An executed copy of the contract can be found in Attachment D.

For the scope of services described within this proposal, the ICCANA team proposes the following cost structure for the Village aggregation:

1. A flat fee of fee of \$10,500 for work conducted under the scope of services defined by the Village.
2. Fees to be paid to ICCANA by the winning supplier upon successful execution of a supply contract with the Village.

All consulting fees are contingent on the Village entering a supply agreement with an alternative retail electric supplier. The Village will have no obligation to pay fees for services rendered if a supply contract is not completed. Further, ICCANA understands and accepts the Village's requirement that the selected supplier pay compensation directly to ICCANA upon approval of a formal invoice verification from the Village.

Additionally, for all services provided by ICCANA to the Village and for any and all matters related to the Village's program, ICCANA will receive only the compensation approved by the Village in its consulting services agreement with ICCANA, whether from the Village or the approved electricity supplier. ICCANA will be required to affirm in its consulting services agreement with the Village that Respondent will not seek, accept, or receive any compensation from any source other than as approved by the Village and as permitted by law.

Further, the above commitment extends to all firms associated with ICCANA as named in this proposal (Intelligent Power Partners, LEAN Energy, and the Galvin Center for Electricity Innovation). ICCANA maintains no formal or informal agreements with any other businesses or individuals that would allow for the receipt of compensation from any party with either a potential or real interest in the outcome of the Village's aggregation activity. ICCANA does not engage in profit pooling, sharing, or deferred compensation of any kind with any party. We applaud the Village for including this element in their selection process, and encourage a high level of diligence in evaluating potential consultants in this regard.

ATTACHMENT A: Staff Biographies

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MARK J. PRUITT

416 South Third Street, Chesterton, Indiana 46304 • (219) 921-3828 • mpruitt@ilccan.com

ENERGY CONSULTANT

More than 20 year track-record in energy project development, commodity procurement, and utility regulation. Strategic negotiator with ability to develop mutually beneficial agreements between stakeholders with conflicting agendas in complex industries. Well-developed management and communication skills with a reputation for credibility and integrity. Thrives in both independent and team work environments.

Core Knowledge and Skill Areas

- ◆ Wholesale & retail energy commodity transactions
- ◆ Generation & efficiency technologies
- ◆ Alternative project finance structures
- ◆ Procurement & sourcing processes
- ◆ Renewable portfolio standards
- ◆ Strategy development & implementation
- ◆ Statistical modeling & financial analysis
- ◆ Negotiations & settlement fulfillment
- ◆ Legislative and regulatory processes
- ◆ Program design and roll-out

PROFESSIONAL EXPERIENCE

DIRECTOR, ICCAN, Chicago, Illinois

October 2011 to Present

Consulting group providing energy planning and procurement services to small and mid-sized organizations.

Established specialty consulting practice focused on reducing energy costs and price risks for small and mid-sized consumers. Optimizing existing regulations and market structures to reduce costs and increase optionality. Developing new opportunities by repositioning energy commodity operations from a static cost-center to a risk-management tool that protects client interests.

Challenge	<i>Positioning retail consumers to capture the benefits available in wholesale power markets.</i>
Planning	❖ Drafting and implementing energy procurement and asset development plans to secure market value, investment returns, and organizational goals.
Strategic Sourcing	❖ Maximizing benefits of Municipal Aggregation for villages, towns, and counties through procurement methods that reduce transaction premiums
	❖ Positioning electric consumers to exit the retail electric markets and purchase electricity at the wholesale level
Asset Leveraging	❖ Process evaluation
	❖ Creating partnerships and alliances among existing market participants to foster development of generation, efficiency and demand response products that deliver consumer value.
Market Monitoring	❖ Intervening in Commerce Commission proceedings and state legislation that effect electricity and natural gas consumers
	❖ Tracking wholesale and retail energy prices
	❖ Modeling market price patterns to identify purchasing and selling opportunities



DIRECTOR, Illinois Power Agency, Chicago, Illinois

April 2008 to October 2011

State agency chartered to reduce and stabilize consumer electricity costs.

Recruited to build a new state agency tasked with reversing substantial price increases resulting from electric deregulation. Delivered and gained regulatory approval for statewide electric procurement plans valued at over \$5.3 billion in an uncertain environment dominated by influential political and business entities with adversarial relationships (Utilities, Commerce Commission, Attorney General, and Consumer Advocate). Maintained responsibility for planning

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and oversight of statewide carbon sequestration, renewable portfolio standard compliance, and synthetic natural gas developments.

Challenge	<i>Satisfy competing policy interests while reducing consumer costs. Fulfill aggressive and expanding mandates during a period of severe resource restrictions.</i>
Vision Planning	❖ Guided stakeholders in formulating a new vision and policy direction that successfully repositioned electricity ratepayers in Illinois from a passive to an active portfolio of integrated programs with cost containment, flexibility and stability as primary values.
Mission Fulfillment	❖ Delivered \$1.6 billion in electricity cost reductions to Illinois consumers. ❖ Introduced procurement planning techniques and adapted solutions to specific market conditions resulting in a balanced portfolio to limited year-over-year price volatility.
Change Management	❖ Articulated clear objectives and plans to legislators, interest groups, and regulators in public hearings and private meetings to achieve policy consensus.
Market Positioning	❖ Led consistent and fair negotiations that dramatically enhanced success in transaction efforts. ❖ Re-established Illinois as a leading marketplace for electricity transactions by generating solutions to the consumer cost issue without undermining competitive markets. ❖ Led regional developers and utilities to secure \$2.6 billion in renewable energy project funding with 20 year power purchase agreements at historically low market rates. ❖ Spearheaded initiatives to support coal gasification projects valued at \$10 billion.



SENIOR PROGRAM MANAGER, University of Illinois, Chicago, Illinois 2002 - 2008

Energy commodity procurement program for state agencies and municipalities.

Selected to restructure operational functions and reverse losses of small commodity procurement program; following successful achievement of immediate objectives, was promoted in 2004 to assume full P&L responsibility for the unit, overseeing marketing, development and roll-out of new services, and administrative functions.

Challenge	<i>Improve program value for customers while reversing program losses.</i>
Bottom Line Improvements	❖ Ramped program from net loss to profitability, increased book of business from \$2 to \$65 million, tripled net program income, and limited administrative costs to 20% total growth. ❖ Secured 25% cost savings for participants while reducing price volatility by 20%.
Operations Improvement and Expansion	❖ Restructured procurement events around common credit terms, conditions, and metrics. ❖ Expanded program from 4 to 39 state agencies and 12 municipalities. ❖ Captured new customer base by expanding into deregulated electricity markets. ❖ Selected to lead a comprehensive review of the University's energy operations to evaluate competitiveness of campus power plants and utility cost allocation methods.
Team Development	❖ Toured customer facilities with management team to promote need for change, assure services value, and monitor key metrics.



PROJECT DEVELOPER, Nicor Energy Solutions, Naperville, Illinois 2000 - 2002

Regional provider of energy management solutions and services

Contributed to team development of projects financed through alternative mechanisms including federal Super Energy Services Performance Contract, Utility Energy Services, and Enhanced Use Leasing.

Revenue Growth	❖ Standardized project evaluation and proposal formats to increase bid throughput by 15%. ❖ Coordinated the successful \$14 million Phase 2 energy services contract proposal for the US Department of Energy Fermi National Laboratory.
New Process Design	❖ Led integration of third party vendors into project development and cross-marketing sales processes; methods developed were replicated for additional partnership initiatives.



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GENERAL MANAGER, Midwestern Energy Consultants, Maryland Heights, Missouri 1994 - 2000

Provider of energy efficiency and security glass coatings.

Converted a glazing company operating in the small-scale residential sector to a commercially-oriented glass safety and security provider. Managed budget planning, sales, staffing, contract negotiations, supplier relations, project management and administrative functions.

- | | |
|---|--|
| Financial
Performance
Market
Positioning | <ul style="list-style-type: none">❖ Increased year-over-year sales revenues by 9-20% on increased margins, countered seasonality in earnings cycle through expanded customer base and integrated scheduling.❖ Redirected marketing focus from residential to commercial and institutional; supported by customer research, expanded product lines to include security and safety solutions. |
|---|--|



DISTRIBUTION MANAGER, Midwest Energy Resources, Mundelein, Illinois 1990-1994

Distributor of 3M insulation, glazing and lighting efficiency products.

Developed and serviced a network of 3M energy product dealerships in Illinois, Indiana, Iowa, and Missouri. Drafted and evaluated business start-up and expansion plans for dealer network members.

- | | |
|----------------------------------|--|
| Financial
Performance | <ul style="list-style-type: none">❖ Delivered year over year revenue growth of 8-10% and increased share of market in key primary markets throughout region by guiding dealers into commercial applications. |
|----------------------------------|--|

EDUCATION

UNIVERSITY OF ILLINOIS, Chicago, Illinois
Master of Business Administration

BRADLEY UNIVERSITY, Peoria, Illinois
Bachelor of Arts

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-SHAWN E. MARSHALL-

22 East Manor Drive
Mill Valley, CA 94941

(415) 786-9118 (mobile)
shawnmarschall@comcast.net

SUMMARY OF QUALIFICATIONS

Public Policy & Legislative Advocacy

Municipal and regional policy experience including: land-use planning and smart growth, clean energy, climate change and sustainability, regional transportation issues, community and economic development; extensive policy work and experience in local, regional and statewide advocacy.

Business Administration & Communications

Budget and personnel management; program design, project administration; corporate public affairs and marketing; strategic planning and organizational development; strong public speaker, writer and group facilitator. Excellent interpersonal and organizational management skills.

Environment & Sustainability

Local climate change and energy leader; actively involved in municipal efforts including Marin Clean Energy/Community Choice Aggregation (CCA), green building ordinances; green streets policies, polystyrene and plastic bottle bans; watershed/riparian approach to flood control; open space preservation; supporter of Marin Village's plastic bag ban and municipal curbside composting initiatives.

PROFESSIONAL BACKGROUND

Former Mayor and Councilmember, City of Mill Valley, California (2005-present)

Mill Valley is a full-service city of 14,000 residents and an annual operating budget of \$29 million. Responsibilities include fiscal management, policy development and advocacy, staff and operations oversight, land-use planning, and service on several Village/Regional boards. Current leadership positions include:

- President, **Marin Village Council of Mayors and Council members** (also serve on Legislative committee)
- Vice Chair, **Marin Energy Authority** (parent organization to Marin Clean Energy)
- Exec. Committee, **League of California Village, North Bay Division** (Marin, Sonoma, Napa, Solano Co.s)
- Alternate Executive Committee member, **Association of Bay Area Governments**

Founder and Executive Director, LEAN Energy US (2010 - present)

LEAN Energy is a newly formed national organization that exists to support the expansion of community choice aggregation into new communities and States. www.LEANenergyus.org

Federal Reserve Bank of San Francisco (1996-1999; 2002-2005)

Program Manager, Asia-Pacific International Program (2004-2005)

Launched Bank initiative to promote the Federal Reserve's economic and central banking expertise in the Asian financial markets and banking sectors.

Public Affairs Manager/Consultant (2002-2004)

Managed all aspects of planning and development for the western region's public affairs division including District-wide reorganization that resulted in centralized management and 25% growth in staff and budget; facilitated strategic plan for Federal Reserve's national public affairs program; frequent presenter to Bank Board of Directors and executive-level business constituents.

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Community Investment Advisor (1996-1999)

Senior staff in Banking Supervision & Regulation division. Managed the design and delivery of training programs to ensure compliance with the Community Reinvestment Act and Fair Lending laws; managing editor, *Community Investments* magazine; liaison between community-based organizations and financial institutions on community and economic development issues (e.g. affordable housing, small business and micro lending); managed national initiatives such as the Mortgage Credit Partnership and National Community Development Lending School.

9. Business and Community Development Consultant (1999-2002)

Partial Client List: Federal Reserve Bank of San Francisco, National Housing Development Corporation, Mayfair Neighborhood Improvement Initiative (San Jose), Grantmaker Forum on Community & National Service, TeamWorks, Inc., William & Flora Hewlett Foundation.

Other Positions (1988-1995)

- Housing finance coordinator, BRIDGE Housing Corporation, San Francisco, CA
- Technical assistance contractor, U.S. Dept. of Housing & Urban Development, Washington, DC
- Conference and exhibition manager, Smith Bucklin & Associates, Washington, DC
- Inaugural team/media relations, William J. Clinton Presidential Campaign (first term)

POLITICAL ADVOCACY & CAMPAIGNS

- 2010 State ballot Initiatives: **No on Proposition 23, Yes on Proposition 22, No on Proposition 16**
- 2009 **State budget and governance reform issues**, political advocacy through the League of CA Village; opposed borrowing against local Prop 1A funds and deep cuts in redevelopment/highway users tax; also involved in governance reform initiatives advanced by CA Forward and Constitutional Convention effort (which failed for lack of adequate funding).
- 2007 - 2008 **Yes on 99**, Statewide eminent domain reform co-sponsored by the League of CA Village (passed) **Proposition 90**, Defeated statewide initiative to remove local control of land-use decisions. **Village of Marin**, sales tax working group; proposed a ¼ cent sales tax to fund open space and agricultural acquisition; wildfire protection; measure suspended due to economy/low polling.
- 2006 **City of Mill Valley** steering committee, Measure E municipal services tax (passed)
- 2005/2009 **Shawn Marshall for City Council** (two terms)

CIVIC SERVICE & AFFILIATIONS

- Present **Environmental Forum of Marin** (energy and climate change coordinator/speaker), **Emerge California, League of Women Voters**
- 2002-2005 **City of Mill Valley Parks & Recreation Commissioner**
Vice Chair, 2004/5; Chair, Bay Front Park Masterplan Committee; Co-founder, Community Center Scholarship Fund
- 2003-2005 **Tamalpais Pacific Foundation, Trustee** (provides pre-development grants for affordable housing projects in Marin Village)
- 2000-2003 **Leadership Mill Valley**, participant and advisory committee
- 1993-1995 **Calvary Homeless Shelter, Washington, DC**, Executive Committee

EDUCATION & TRAINING

- University of California at Davis:** Bachelor of Arts, Communications (June 1987)
- Environmental Forum of Marin:** Class 36 graduate, Sustainable Communities program
- Federal Reserve Board of Governors, Washington, DC:** National Community Development Lending School, Community Reinvestment and Fair Lending Schools.

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Please find the full resume for Dr. Mohammad Shahidehpour at <http://motor.ece.iit.edu/ms/RESUME.pdf>

SUMMARY OF ACTIVITIES FOR DR> SHAHIDEHPOUR

Dr. Mohammad Shahidehpour is the Bodine Chair Professor in the Electrical and Computer Engineering Department and Director of Center for Electricity Initiative at Illinois Institute of Technology. He has been a faculty member at IIT for the last 27 years where he received the IIT's Excellence in Teaching Award. At IIT, he has also served as the Associate Provost for Research, Dean of the Graduate College, Associate Dean of Engineering for Research and Graduate Studies, Chair of the ECE Department. Under his leadership in 2010, the Department was bestowed the prestigious research award for Highest Research Grant Dollars per Faculty.

Dr. Shahidehpour is an expert in electric power system optimization and control with specific interests in the modeling of electricity markets with microgrids and sustainable energy applications. He is currently the principal investigator (PI) of over \$35 million grants on smart grid and sustainable energy. His "Perfect Power" project which is funded by the Department of Energy (DOE) will create a smart grid center with a 20% reduction in its base load consumption and 50% reduction in the peak load consumption. His "Wind Village" project which is also funded by DOE will contribute significantly to the next generation of wind turbine technology. He is also the PI for a "Wind Integration" project which will investigate the optimal locations in and the impact of wind integration on the U.S. Eastern Interconnection (i.e., the largest inter-connection in the world with 5,000 generating units which extends from the Rocky Mountains to the East Coast in the United States).

Dr. Shahidehpour is currently an honorary professor in the North China Electric Power University (Beijing) and the Sharif University of Technology (Tehran). He is the 2009 recipient of the honorary doctorate from the Polytechnic University of Bucharest. He has supervised 87 visiting faculty as well as doctoral and master's degree students. He is the co-author of over 340 technical papers and six books on electric power system planning, operation, and control. He is also the 2009 recipient of three best paper awards for his publications in IEEE Transaction on Power Systems. For his contributions to power system research and development, he was awarded the IEEE T. Burke Hayes Faculty Recognition Award and the Sigma Xi Outstanding Senior Faculty Research Award. He also received the Edison Electric Institute's Power Engineering Educator Award and the C. Holmes MacDonald Outstanding Young Electrical Engineering Professor Award for his contributions to research and education. He is a Fellow of IEEE for his contributions to security-constrained unit commitment algorithms in power systems.

Dr. Shahidehpour serves on the Governing Board of the IEEE Power and Energy Society as VP of Publications and is the Editor-in-Chief of the IEEE Transaction on Smart Grid. He also served as an Editor of the IEEE Transactions on Power Systems for 13 years and the Guest Editor of IEEE Journals (seven times). He has been a member of the Editorial Board of 11 journals, including the Electricity Journal, and the organizing committee of several international conferences including the Technical Program Chair of the 2010 IEEE Innovative Smart Grid Technologies Conference. He served as the Chair of the IEEE Power System Operation Committee and received the Distinguished Service Award for serving on the Committee's Executive Council for eight years. He is also the recipient of six recognition awards for chairing and completing the mandated tasks of several IEEE/PES working groups. Dr. Shahidehpour is an IEEE Distinguished Lecturer and has delivered over 60 lectures across the globe on electricity restructuring and smart grid issues. He has been a keynote speaker in six International Conferences since 2007.

Dr. Shahidehpour is the past president of the National Electrical Engineering Honor Society (HKN), served on its executive committee for eight years, and received several awards for his contributions to the Society.

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JOHN F. KELLY

2021 Midwest Road, Suite 200
Oak Brook, IL 60523

jkelly@ippconnect.com
(630) 464 -7020

SUMMARY

Mr. Kelly is a recognized industry expert with extensive knowledge in energy technology, markets, economics, and policy.

PROFESSIONAL EXPERIENCE

INTELLIGENT POWER PARTNERS, Westmont, Illinois

2009 - Present

IPP is a new business founded by Mr. Kelly and Greg Rouse. The business provides sustainable energy consulting services and intelligent software systems.

Principle

This consulting practice performs energy planning, site wide energy system designs, technology integration services, and critical environmental energy research. Mr. Kelly is leading the development of advanced energy system plans and designs for buildings, Village, and major land developments.

Accomplishments include:

- Led the Galvin Electricity Initiative for the past three years this includes developing innovative perfect power prototypes and researching policy reform best practices
- Worked with numerous Village in Illinois to develop sustainable power plans including community choice aggregation programs
- Created the Perfect Power Seal of Approval, a LEED type rating system for the power system and developed/teach the Perfect Power Academy;
- Researched and wrote papers on electricity reliability, dynamic pricing, renewable energy credits, and policy reforms that empower consumers and communities.
- Initiated the Illinois Smart Grid Collaborative in 2008 and convened the Illinois Electricity Constitutional Convention where key stakeholders and city leadership developed and signed the Illinois Electricity Consumer Bill of Rights which was later ratified by the DuPage Conference of Mayors.

ENDURANT ENERGY, Westmont, Illinois

2006 - 2009

Endurant Energy is a new business founded by Mr. Kelly and several other principles. Endurant has grown to 25 employees, producing \$5 million annually, and profitable in all three years of operation. The business provides clean energy power production facility development services, maintenance services, and consulting services to large property owners.

Vice President and Chief Financial Officer

Mr. Kelly created the Energy Solutions consulting practice at Endurant Energy. This consulting practice performs energy planning, site wide energy system designs, technology integration services, and critical environmental energy research. Mr. Kelly is leading the development of advanced energy system plans and designs for buildings, Village, and major land developments. Accomplishments include:

- Designing two Perfect Power models for the Galvin Electricity Initiative, www.galvinpower.org/resources;
- Development of a master energy plan for the Time Warner Center in NYC which provided a long term plan for improvements to energy systems, greening, water conservation;
- Creating an optimized tri-generation system design for the Related Management 13 million square foot Hudson Yards development;
- Development of a new consumer driven regulatory framework for state investor owned utilities

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GAS TECHNOLOGY INSTITUTE, Des Plaines, Illinois**1999 - 2006**

GTI is the nation's leader in clean gaseous fuels production, distribution, and efficient use with annual revenues in excess of \$50 million.

Executive Director

Mr. Kelly built a Sustainable and Distributed Energy division at GTI. This included identifying new markets and creating new products and services, as well as managing business operations – profit generation, cash flow, recruiting, and staff development. Over seven years, recruited 23 professionals that produced \$30 million in revenue and \$12 million in contribution. He invented new products and services that provided a competitive advantage and attracted new customers. This included developing:

- the national accounts energy alliance (www.naeapartnership.org) that helps the nations largest national accounts develop strategies for leveraging advanced energy technology;
- a utility future grid program that explores innovative ways to use technology to improve grids;
- plug and play packaged power generation, cooling, and heating modular systems;
- a 3 MW distributed energy technology test and verification laboratory;
- a sustainable energy infrastructure program which integrates urban planning with utility energy planning to lower emissions and increase energy efficiency; and
- distributed energy economic modeling software tools.

DUKE ENGINEERING, Naperville, Illinois**1989 - 1999**

Provided specialized engineering and power plant operations services to the nation's electricity generation fleet. Duke Engineering played a pivotal role in assisting power plants with reducing operating costs in preparation for competition. Mr. Kelly started with Impell Corporation in 1989 which was subsequently purchased by Asia Brown Bevera (ABB) in 1991 and subsequently sold to VECTRA Corporation in 1993. Duke Engineering then purchased VECTRA Corporation in 1996. These changes provided significant opportunity to gain knowledge of several different approaches to business operations, management, and leadership.

Manager (1996 - 1999)

Responsible for leading a new profit center that integrated the specialty engineering services within the company, including product development, sales, business operations, and profit generation.

- Grew the business unit to 40 staff and \$8 million in annual revenue. Firm became a recognized industry leader through the development of new products and publishing/presenting numerous technical papers.
- Created a software development team and designed several innovative software modeling tools to optimize labor intensive setpoint calculations.
- Developed expertise in risk-based programs, valves, in-service inspection, erosion/corrosion, and diesel engines.

Supervisor (1989 – 1995)

Mr. Kelly joined Impell Corporation to assist with the expansion of a newly formed Chicago office.

- Built a business unit by identifying a new market opportunity and designing a unique solution to assist utilities with achieving compliance with a new regulation. .
- Expanded the business to \$3 million in annual revenue while recruiting 17 employees.
- Established VECTRA as a national leader in valve technology and regulatory compliance. This included designing industry standards and developing solutions to resolve issues.
- Developed cost effective regulatory compliance strategies. As a recognized expert in valve programs, performed over 20 regulator compliance audits for power plants across the country.

5-B.45

SARGENT & LUNDY ENGINEERS, Chicago, Illinois**1983 - 1989**

The leading power plant architect engineering firms in the 1980's with over 5000 employees in the early part of the decade. While the decline in power plant construction slashed revenue across the company, business unit grew by 20% annually due to strong client relations combined with beating competitors to new market opportunities.

Senior Project Manager (1985 – 1989)

As a senior Project Manager, directed and coordinated structural, electrical and mechanical engineering efforts while interfacing with vendors and clients.

- Recognized by customers for ability to develop innovative solutions to new regulations.
- Sourced over \$40 million in project revenue and establishing S&L as a leader in fire protection programs. As team leader for this new service area, developed compliance strategies, prepared and submitted regulatory compliance documents, presented to regulators, and assisted with compliance assessments.
- Sourced and led a number of electric power station retrofit studies and modifications including fire protection systems, fire-seals, emergency lighting and power/control cable installations.

Licensing Engineer (1983 – 1985)**EDUCATION AND CERTIFICATIONS**

Bachelor of Science, Thermo-Mechanical Engineering, University of Illinois, Chicago

Professional Engineer, State of Illinois

Certified Project Engineer and Manager

Hecht and Associates, Executive Education Program (4 years)

Hecht and Associates, Sales Professional Course (2 years)

Environmental Engineering Studies, Illinois Institute of Technology

Electricity Deregulating Studies, Illinois Institute of Technology

Crosby Quality Education System Certification

Joseph M. Juran Center for Leadership and Quality, Six Sigma training

AFFILIATIONS

Midwest Energy Efficiency Alliance, Founder and Past Treasurer, (<http://www.mwallance.org>)

National Energy Center for Sustainable Communities, Founder and Advisor, (<http://www.necsc.us>)

Recycling Energy Council, Founder and Director, (<http://www.recyclingenergy.org>)

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ATTACHMENT B: Draft Aggregation Plan

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City of _____ Electricity Aggregation Program:
Plan of Operation & Governance

December __, 2012

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I. HISTORY AND PURPOSE OF ELECTRICITY AGGREGATION

The Illinois Electric Service Customer Choice and Rate Relief Law of 1997 allows consumers served by Commonwealth Edison Company (ComEd) and Ameren Illinois Utilities to purchase electricity supply from certified alternative retail electric suppliers (ARES). When consumers purchase electricity from an ARES, ComEd remains responsible for distributing electricity to them, and is also responsible for maintaining system reliability and safety, and facilitating monthly billing in a non-biased and cost-neutral manner.

Industrial and commercial consumers largely adopted the use of the ARES supply option by 2007 while residential consumers did not. As of December 2009, only 185 of the 3.45 million ComEd residential customers were exercising their right to purchase electricity supply from competitive ARES providers. Lack of participation was due to transactional barriers and general unfamiliarity with the methods and potential benefits of the deregulated marketplace.

Public Act 96-0176¹ became effective on January 1, 2010, and sought to remove barriers and reduce consumer risk by allowing local municipalities to serve as intermediaries on behalf of residential and small commercial consumers located within their municipal borders. This authority is termed "electricity aggregation."

Electricity aggregation allows local municipalities to negotiate electricity supply and service agreements on behalf of the residential and small commercial retail consumers located within their corporate borders. Several other states have passed similar electricity aggregation legislation, including California, Massachusetts, New Jersey, Ohio, and Rhode Island. To date, over 200 Illinois communities have established electricity aggregation programs to assist their residents with electricity purchasing. Due largely to certain long-term contracts entered into by the Illinois Power Agency in 2007, these municipalities have been able to secure electricity prices lower than those offered by ComEd on behalf of their residents. These municipalities have also been able to contract for better and more consistent consumer protections, and reserve the option to secure special services and supply options that meet the needs and policy objectives of the local community.

Pursuant to Section 1-92 of the Act, the City of _____ (City) is authorized to aggregate the electric loads of small commercial retail and residential electricity consumers located within its municipal boundaries. As part of the electricity aggregation, the City may select a retail electric supplier (or suppliers) and may enter into a service agreement (or agreements) to provide for the purchase of electricity and related services and equipment on behalf of its small commercial retail and residential electricity consumers.

In accordance with the Act, on June 27, 2012, the City Council approved Resolution No. R2012-470, authorizing the placement of a referendum on the November 6, 2012 ballot asking whether the City should be able to establish an opt-out electricity aggregation program for its residential and small commercial retail consumers. Assuming voters approve the referendum,

¹ Public Act 96-0176 was codified as section 1-92 of the Illinois Power Agency Act (the Act).

the record of the authorizing votes for the referendum will be included as Attachment A to this Plan of Operations and Governances.

Prior to the passage of the referendum, the City retained the services of a consultant to assist with planning and implementing the City's electricity aggregation program (Program). The consultant's scope of work includes: assisting the City in preparing the request for qualifications (RFQ) and the bid request from qualified RFQ respondents; advising the City regarding the selection of the retail electricity supplier (or suppliers); and advising the City on public outreach and education related to electricity aggregation.

The Program will conduct the due diligence, contract negotiation, and competitive bidding to obtain the lowest prices for electricity that individual consumers are unlikely to be able to achieve on their own. As the region's largest municipality, the City anticipates favorable results with regards to lower price, favorable terms, and the highest levels of customer service.

The City will not resell power through the Program. Rather, the City will competitively bid and negotiate a Power Supply Agreement with one or more qualified and certified ARES (or ARESs) on behalf of Program participants. As part of its obligations under the Power Supply Agreement, the ARES (or ARESs) will provide electricity supply to residential and small commercial retail accounts enrolled in the Program at rates negotiated by the City. Also, the ARES (or ARESs) will assist the City in notifying residential and small business consumers about the Program, and facilitating the enrollment of individual electricity accounts into the Program. The ARES (or ARESs) will also provide ancillary services for Program participants as described in this Plan. The Program will operate on an opt-out basis, whereby all eligible residential and small commercial retail customers of ComEd located within the City will be automatically enrolled in the Program unless they affirmatively elect to opt out of the Program. The Program will establish procedures by which parties may opt out of the Program to ensure that participation is voluntary, and consumers have the ability to decline to participate without penalty or fees.

By operating on an opt out basis, the City can present a larger and more stable portfolio to potential bidders. As a result, the City hopes to receive more competitive and favorable offers from interested ARES.

As required by law, this Plan of Operations and Governances describes the City's plan for:

- 1) Providing universal access to all eligible residential and small commercial retail customers and equitable treatment of applicable residential and small commercial retail customers;
- 2) Providing demand management and energy efficiency services to each class of customers; and,
- 3) Meeting any other legal requirements concerning aggregated electric service.

The City conducted a public outreach campaign to educate consumers about the Program, and to gather input regarding their preferences for the development of this Plan of Operations and Governances. Outreach efforts included public meetings, two statutorily-required public hearings, press releases, and discussions with organizations and residents with a background in energy matters.

The City, the Consultant, and the selected ARES (or ARESs) will follow the Plan of Operations and Governances set forth in this document. Amendments to this Plan of Operations and Governances may be adopted in accordance with the Act at the option of the City. Any such amendments will be submitted to the City Council for review and approval.

II. DEFINITIONS

The following terms shall have the meanings set forth below:

“Act” shall refer to the Illinois Power Agency Act, 20 ILCS 3855/1-1 *et seq.*

“Aggregation” shall mean the pooling of residential and small commercial retail electrical loads located within the City for the purpose of soliciting bids and entering into service agreements to facilitate for those loads the sale and purchase of electricity and related services, all in accordance with Section 1-92 of the Act.

“ARES” has the same meaning as that set forth in section 16-102 of the Public Utilities Act. 220 ILCS 5/16-102.

“Associate Member” shall mean a commercial retail electric account that is not an Eligible Retail Customer that elects to enter into a supply agreement with an ARES (or ARESs) serving as a supplier (or suppliers) to the City’s Electricity Aggregation Program. An example of an Associate member is an account receiving service from ComEd under the Small Business tariff that consumes more than 15,000 kWh in a year.

“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, Ancillary Services 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).²

“Bid” shall mean the submission a Qualified Bidder makes in response to the City’s Bid Request.

“Bidder” shall mean a respondent to the City’s Bid Request.

“Bid Request” shall mean a request to Qualified Bidders to provide pricing proposals.

“City” shall mean the City of _____.

“ComEd” shall mean the Commonwealth Edison Company

“Consultant” shall refer to any independent consultant with demonstrated expertise in electric supply contracting who is retained by the City to assist with the Program.

“Default Tariff Service” shall mean the applicable tariffed services provided by the Electric Utility as required by 220 ILCS 5/16-103 at the rates established in ComEd’s “Price to Compare” for the applicable rate class, as posted on the ICC website, which includes ComEd’s electricity

² This is the definition used by the Federal Energy Regulatory Commission.

supply charge plus ComEd's transmission series charge, but does not include ComEd's purchased electricity adjustment.

"Delivery Point" shall mean Commonwealth Edison.

"Electricity Supply" shall mean the electricity commodity plus necessary capacity, transmission, distribution, and ancillary services provided to Program Members and Associate Members.

"Electricity Supply Bid" shall mean the bid process pursuant to which the City solicits pricing for transactions during the term of the Agreement.

"Electricity Supply Price" shall mean the unit price (\$/kWh) offered to Members through the Program.

"Eligible Retail Customer" shall mean the residential and small commercial retail customers of ComEd located within the City limits and eligible to participate in the Program as defined in section 1-92 of the Act (20 ILCS 3855/1-92).

"Energy Efficiency Services" shall mean those services that would allow Members and Associate Members to more efficiently utilize electricity.

"Energy Efficiency Services Agreement" shall mean the contract between the City and an Energy Efficiency Services Provider.

"Energy Efficiency Services Provider" shall mean an entity that provides Energy Efficiency Services to Program Members and Associate Members through an Energy Services Agreement with the City.

"Fixed Price" shall mean a non-variable Full Commodity Price for a specified period. This price includes all costs associated with delivering electricity to the Delivery Point and ComEd's Utility Consolidated Billing and Purchase of Receivables services.

"Full Commodity Price" shall mean the all-inclusive unit price (\$/metered kWh volume) associated with delivering electricity to the Delivery Point. .. Such costs include, but are not limited to: Energy (the cost of purchasing blocks of peak and off-peak energy, plus any shaping premium, plus any load following premiums), Distribution Losses (energy losses attributable to the distribution system), Ancillary Services (any additional charges from PJM that are not included in the Transmission Service Charge), Capacity (any charges associated with meeting the capacity requirements for delivering energy through PJM), Transmission Service Charge (charges that recover the costs of using the transmission system, including the costs for services necessary for the reliable operation of the transmission system), PJM Auction Revenue Rights (entitlement allocated annually to Firm Transmission Service Customers that entitle the holder to receive an allocation of revenues or charges from the Annual Firm Transmission Rights auction), PJM Marginal Losses (credits that are calculated as total net energy charges plus total net marginal loss charges) Renewable Portfolio Standard (charges associated with fulfilling renewable energy obligations including Alternative Compliance Payments to the ICC), Purchase of Receivables/Utility Consolidated Billing (charges associated with participating in these ComEd billing programs),

“Full Electricity Requirements” shall mean a sale of electricity supplies and services by the supplier in which the seller pledges to meet all of the each Member’s requirements, and the Members pledge to buy all of their electricity requirements from the supplier, for the delivery period identified in the RFQ.

“ICC” shall mean the Illinois Commerce Commission.

“IPA” shall mean the Illinois Power Agency.

“kWh” shall mean a kilowatt-hour.

“Load” shall mean the electric energy in kWhs required to serve the Members and Associate Members of the City’s Program.

“Member” shall mean an Eligible Retail Customer enrolled in the City’s Program.

“Opt-Out Notice” shall mean the written notice delivered to each Member by the City, identifying the procedures and protocols that Members must use to elect to not participate in the Program.

“Opt-Out Period” shall mean the 14-day period of time during which an Eligible Retail Customer is informed in writing of the opportunity to not participate in the Program.

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

“PJM” shall mean the PJM Interconnection, a regional transmission organization that coordinates the movement of wholesale electricity in all or parts of 13 states and the District of Columbia including the ComEd service territory.

“Plan” shall mean this Aggregation Plan of Operations and Governance.

“Power Supply Agreement” shall mean the contract between the City and the winning ARES (or ARESs).

“Price to Compare” shall mean the unit price for ComEd electricity supply services for each customer class which is the sum of the electricity supply charge and the transmission services charge as established by ComEd Rider PE (Purchased Electricity) and Rate BES (Basic Electricity Service) or their successor Rates and Riders.

“Program” shall mean the program established by the City to provide residential and small commercial retail Members and Associate Members with retail electric supply as described in this Plan.

“Program Database” shall mean the account information utilized by the City to track Members and Associate Members.

“Qualified Bidder” shall mean an entity that is determined by the City to be qualified to submit a bid for to provide energy supply or services to the Program.

“Rate GAP” shall mean ComEd’s Government Aggregation Protocols rate.

“RECs” shall mean duly certified and verified renewable energy credits.

“Retail Customer Identification Information” shall mean the retail customer information supplied by ComEd to the City in connection with the implementation of the Program.

“RFQ” shall mean request for qualifications.

“RFQ Respondent” shall mean an ARES that submits a response to the City’s RFQ.

“Small Commercial” shall mean a retail customer with an annual total energy consumption of less than 15,000 kWh.

“RPS” shall mean the statutory requirements related to the procurement of renewable energy resources as included in section 16-115D of the Public Utilities Act. 220 ILCS 5/16-115D.

“Voluntary Enrollment Members” shall mean Eligible Retail Customers that seek to join the Program after a period of not being enrolled in the Program.

III. ROLE OF THE CITY

- A. Legal Compliance.** The City shall be responsible adopting: (1) an ordinance authorizing an Opt-Out Electric Aggregation Program; and (2) the Plan of Operations and Governances. The City 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. 20 ILCS 3855/1-92.
- B. Consumer Outreach and Education.** The City shall be responsible for coordinating or providing timely and accurate information concerning the Program to City residents. The City may engage the services of the Consultant and ARES(s) for assistance in performing this function.
- C. Identification of Eligible Retail Customers.** The City shall submit initial and ongoing data requests to ComEd seeking the identification of residential and small commercial electric customer account information. The City may undertake, or assign to the Consultant or ARES, the task of verifying which residential and small commercial consumers are located within the City’s municipal boundaries. If the City assigns this task to the Consultant or ARES, the City will make available the resources necessary to complete the task including 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.
- D. Confidentiality.** The City will maintain the customer information it receives in a confidential manner as required by section 1-92(c)(2) (20 ILCS 3855/1-92(c)(2)), and will use that information only for purposes of its electricity aggregation. The City may provide access to the customer information to the Consultant for the purposes of soliciting Electricity Supply and Energy Efficiency Service bids on behalf of the City for the Program. The Consultant is bound by confidentiality requirements in this regard, and shall only access and utilize consumer data at the direction of the City. Customer account information will be considered confidential and will not be disclosed under the Freedom of Information Act, except as required by law.
- E. Solicitation Development.** The City, in cooperation with the Consultant, shall develop standardized solicitation documents in accordance with the terms set forth in this

document. The City shall continue to periodically conduct competitive solicitations and enter into Power Supply Agreements so long it is in the best interest of the City's Eligible Retail Customers. The City is under no obligation to enter into any Power Supply Agreement with any ARES and may, in its discretion, choose to not pursue electricity aggregation. If the City were to choose to not pursue electricity aggregation, _____ residents would continue to receive service pursuant to ComEd's Default Tariff Service or, if individual residents so choose, to receive service from an ARES.

- F. Communication Materials.** The City, in cooperation with the Consultant and ARES(s), shall draft customer notification materials during the switching and Opt-Out Period. The City shall specify the form and content of such materials, and all communications disseminated by the ARES(s) to residential and small commercial account holders during the opt out process must be approved by the City.
- G. Program Cost Reimbursements s.** The City may receive reimbursements from Suppliers to reimburse the City's expenses associated with establishing and managing the Program, including the statutory responsibility to provide energy efficiency and demand management options for Members. The Suppliers may treat such reimbursement expenses as pass-through expenses that are included in the Fixed Price.
- H. No Responsibility for Electricity Supply.** The City, as a facilitator of the solicitation process, is not responsible for providing electricity to the Members or Associate Members or for billing or collecting for electricity provided under any Power Supply Agreement, and has no responsibility beyond the duties described herein.
- I. No Responsibility for Accuracy of Account Data.** The City, Consultant and ARES shall have no responsibility to Members or Associate Members for the accuracy of the customer account information provided by ComEd.
- J. Associate Member Program.** The City, in cooperation with the Consultant, may develop an Associate Member Program that would provide Program services to ComEd customers located within the City that are not an Eligible Retail Customer as defined in Section 1-92 of the Act. Associate Members are to receive individual pricing offers from the Supplier, and are not entitled to the Fixed Price provided

IV. ROLE OF THE CONSULTANT

- A. Code of Conduct.** The Consultant will comply with the code of conduct requirements included in section 16-115C of the Public Utilities Act. 220 ILCS 5/16-115C.
- B. Duties.** The Consultant shall advise and assist the City with the development and implementation of its Program; including advising staff and elected officials on all aspects of the Program, developing necessary documents, assisting in the solicitation and review of bids received, making recommendations as appropriate, and may be assigned the task of monitor the ARES' compliance with the requirements of the Power Supply Agreement.
- C. Required Independence and Disclosures.** As required by section 16-115(c) of the Public Utilities Act (220 ILCS 5/16-115C), the Consultant has a fiduciary relationship with the City and owes the City the duty of loyalty and independent judgment. The Consultant will be disqualified if it acts as the agent for any ARES. It is the duty of the Consultant to disclose

any such relationships to the City and to terminate its agency for the ARES in the event of such a relationship. Breach of these terms may result in the termination by the City of the agreement between the City and the Consultant.

- D. Fee.** The Consultant shall be paid directly by the City in accordance with an agreement between the City and the Consultant. The City may be reimbursed for fees paid to the Consultant by the ARES (or ARESs) with whom the City enters into a Power Supply Agreement (or Power Supply Agreements).
- E. Confidentiality.** The Consultant shall not have access to any confidential customer account information unless so allowed by the City. If the Consultant is provided access to confidential customer account information, it will be bound by a confidentiality agreement. 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 in furtherance of this Program.
- F. City Assistance.** The Consultant shall advise the City on any changes in laws, rules, tariffs or any other regulatory matter that affects the aggregation during the formation of the Program and may be assigned the task of providing such advice during the term of the Power Supply Agreement.

V. SUPPLIER SELECTION

- A. Competitive Selections.** The City, in cooperation with the Consultant, shall utilize a competitive solicitation process to select single or multiple ARES(s) and or single or multiple Energy Efficiency Service Provider(s). The competitive selection process will allow the City to issue written specifications for the energy supplies and services required by Program Members and Associate Members, distribute those specifications to Qualified Bidders, and review proposals in a manner to secure the best value for Members and Associate Members. The City will not be required to enter into agreements with any Bidder pursuant to any solicitation.
- B. Selection Process.** The City may conduct two-phase supplier selection processes. The first phase may be the issuance of an RFQ. The RFQ will be used to identify Qualified Bidders that can participate in the second phase. The second phase of the supplier selection process will be the submission of a bid document to Qualified Bidders.
- C. Request for Qualifications.** For the initial Power Supply Agreement, the City, in cooperation with the Consultant, shall develop an RFQ that will be issued by the City's Department of Fleet and Facility Management. Through the RFQ process, the City will determine Qualified Bidders that meet the criteria specified in the RFQ. If an RFQ Respondent meets all requirements of the RFQ, the RFQ Respondent will be qualified to participate in a future bid process for supply of electricity to program participants.
 - 1. Disclosures.** In determining whether RFQ Respondents are responsible and should be qualified, the City will consider factors that 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. RFQ Respondents must have financial resources sufficient, in the opinion of the City, to ensure performance of the Power Supply Agreement and must provide proof upon request.

2. **Enrollments.** RFQ Respondents shall describe the manner and time in which the Opt-Out Process will be handled, and the manner in which it communicates with ComEd to enhance Eligible Retail Customer participation in the Aggregation. RFQ Respondents must describe the process for adding new customer accounts to the Aggregation during the term of the Power Supply Agreement.
3. **Enrollment Certainty.** RFQ Respondents must submit a detailed schedule and task description report identifying the measures to be taken to ensure timely enrollment of Member accounts. RFQ Respondents must identify possible causes for delay in the enrollment process, present options for mitigating delays, and commit to paying damages for delays in the enrollment schedule that are due to the RFQ Respondent's failure to meet agreed-to performance milestones identified in the schedule. Reimbursements will be calculated as the difference between the Fixed Price and the Price to Compare multiplied by the number of kWh billed during each monthly billing cycle that the Member remains on the ComEd Default beyond the targeted enrollment date.
4. **PIPP participation.** RFQ Respondents shall certify that they can provide energy supply service to PIPP participants in a manner that does not cause PIPP participant to lose the benefits of the PIPP assistance program.
5. **Member Services.** RFQ Respondents must describe how they will provide membership education, supply Opt-Out Notices, respond to customer inquiries, communicate with the public regarding the Program, and any other ongoing consumer education efforts.
6. **Confidentiality.** RFQ Respondents must describe the controls they have in place to guarantee the confidentiality of customer account information.
7. **Technical Qualification of Proposers.** RFQ Respondents must demonstrate that they satisfy each of the following requirements:
 1. **Certifications.** RFQ Respondents must document that they possess current and valid certifications and agreements necessary to the delivery of Electricity Supply to the Program:
 1. **ICC Certification.** RFQ Respondents must have a current 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. Bidders must provide proof of their bond posting with the ICC.

2. **ComEd Registration.** RFQ Respondents must demonstrate their current registration as a retail electric supplier with ComEd.
 3. **Existing Transmission Agreements.** RFQ Respondents must demonstrate their current supply agreement(s) for network integration transmission service under open access transmission tariffs.
- II. **Resources.** RFQ Respondents must demonstrate that they possess the resources and systems necessary to serve the Program:
1. **Corporate Support and Resources.** RFQ Respondents must document the necessary corporate structure and local staff to provide energy power supplies to the Program.
 2. **Financial Stability.** RFQ Respondents must provide documentation of investment-grade corporate debt rating as evidenced by one of the major investment rating agencies. RFQ Respondents that operate as subsidiaries to larger corporate organizations must provide a letter of acknowledgement from the parent firm citing that the parent company supports the financial liabilities and obligations of the Respondent.
 3. **EDI Systems.** RFQ Respondents must demonstrate that they possess an existing electronic data interchange computer network that is fully functional at all times and includes back-up file saving systems, and is capable of handling anticipated Program volumes.
 4. **Communications Platforms.** RFQ Respondents must demonstrate the ability to receive and respond to inquiries from Program participants, including, at minimum:
 - a. **Marketing Support.** RFQ Respondents must demonstrate that they possess the existing ability to reach Program participants to provide education on the terms of the Program and the Act. Bidders must demonstrate how marketing materials and messages can be provided to Members and Associate Members through, but not limited to, the following communication portals: regular mail; email distribution lists; websites; social media; and phone contact.
 - b. **Toll Free Call Center.** RFQ Respondents must demonstrate that they maintain - or will maintain - a toll-free telephone access line which shall be available to Program Members and Associate Members 24 hours a day, seven days a week. The call center shall be located in the United States. Trained company representatives shall be available to respond to customer telephone inquiries Monday through Friday from

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6:00 am CDT to 9:00 pm CDT. Outside of these hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after required 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.

- c. **Program Website.** RFQ Respondents must demonstrate that they maintain – or will maintain - a dedicated website for the Members and Associate Members. The website shall provide basic information concerning the Program and shall facilitate customer inquiries by providing a platform for the submission of questions. The website shall allow for opt outs during the Opt-Out Period and for enrollments after the Opt-Out Period. Responses to inquiries submitted through the website platform shall be made within 24 hours.
- d. **Multiple Languages.** RFQ Respondents must demonstrate the ability to provide customer service for Members requiring non-English verbal and written assistance.
- e. **Hearing Impaired Services.** RFQ Respondents must demonstrate the ability to provide customer service for hearing-impaired Members.
- f. **Data Services.** The Supplier will provide Members with access to their account’s historical electricity consumption and costs; information concerning the opportunities and advantages for energy efficiency and distributed generation; and analytical tools to aid in establishing more efficient use of electricity.

III. **Policy Commitment.** RFQ Respondents must certify that they will comply with policy commitments deemed as priorities by the City. At a minimum, RFQ Respondents shall commit to the following:

- 1. **Minority- and Woman-Owned Business Participation.** RFQ Respondents must demonstrate minimum participation levels for minority- and women-owned businesses in the fulfillment of Program requirements. The City will establish the goals that RFQ Respondents must meet.

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2. **Compliance with the Law.** RFQ Respondents must commit to comply with all applicable laws and regulations of the State of Illinois and the City of _____.
 3. **Bilateral Contracts.** RFQ Respondents must certify that it will (i) facilitate existing and future bilateral contracts with entities specified by the City for Electricity Supply and services; and (ii) treat such bilateral contracts as pass-through expenses without additional markup beyond the terms allowed in the Agreement to the Members and the Associate Members.
8. **RFQ Response Evaluation.** The City, in cooperation with the Consultant, will evaluate RFQ Responses using the following criteria:
- I. Technical qualifications.
 - II. Quality of the response to the solicitation.
 - III. Quality of the communications plan and timeline.
 - IV. Experience in the ComEd service region.
 - V. Ability to enroll customers into the Program pursuant to an established schedule.
 - VI. Any other factors deemed to be in the City's best interest.
9. **Single or Multiple ARES.** In the event the City determines that multiple ARES should be engaged as suppliers to the Program, the City will establish a method for fairly distributing Member accounts among the multiple ARES.
- D. **Electricity Supply Bids.** The City, in cooperation with the Consultant, shall develop bid documents that will be distributed to Qualified Bidders. The solicitation documents will request bids for Electricity Supply. The City shall receive and evaluate bids and may enter into Power Supply Agreement with either a single or multiple ARES. The City shall be under no obligation to enter into any Agreement with any ARES and may, at its discretion, choose to reject all bids or to conduct a new solicitation to provide Electricity Supply under the same or amended terms of this Plan.
1. **Contents of the Bids.** The solicitations issued by the City on behalf of Members and Associate Members shall include at least the following contents:
- I. **Term of Agreement.** Bidders may specify the term period for their proposal. However, the City shall have the discretion to establish the term and period of any agreement based on a determination of the best interests of Members and Associate Members.
 - II. **Power Mix.** The City may seek the cleanest and most efficient power mix possible without increasing cost. The power content of the electricity to be supplied to the Program will be negotiated between the Supplier and the City and will be known prior to delivery of the

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power supply. In addition, the City may require Bidders to identify the generation resources from which they plan to supply Program Members and Associate Members. The City may limit or prohibit electricity procured from certain generation types.

III. Rates. One of the City's objectives in soliciting bids is to provide Members and Associate Members with delivered electricity prices that are less than the Price to Compare. As such, Bidders must commit to a rate that is below the Price to Compare during the entire term of the Agreement. In the event the Price to Compare is less than the Supplier's rate, then the Supplier will have the option of:

1. Reducing the Agreement Fixed Price to a rate at least equal to or below the Price to Compare; or
2. Transferring Program accounts to Default Tariff Service at the discretion of the City; or,
3. Transferring Program accounts to another ARES (or ARESs) selected by the City.

Additionally, any pass-through costs, such as administrative reimbursements to the City, program costs, and assigned or bilateral agreements as defined in the program operations plan shall be disregarded for purposes of comparing the Fixed Price and the Price to Compare.

VI. POWER SUPPLY SERVICE AGREEMENT

The City, at its option, will execute a Power Supply Agreement with one or multiple selected ARES.

- A. Term.** The City shall have the discretion to set the length of any Agreement term. During the term of any Agreement or the term of any Agreement extension or renewal, the Consultant will notify the City of changes in the rules or actions of the ICC and IPA that require changes in rates or service conditions.
- B. Rate.** The Agreement shall specify the approved rates and the power mix for the Program, and shall specify additional fees (if any). The Agreement shall also specify any monies that are to be remitted to the City (1) to reimburse the City for the for the costs associated with the development and management of the Program and/or (2) to support energy-related initiatives (such as renewable energy and energy efficiency initiatives) that the City seeks to develop for the benefit of City residents.
- B. Participation.** The City may, at its discretion, enter an Agreement with one or multiple ARES to provide terms, prices, and specific service requirements for the Program. The Program will be comprised of Program Members and may include Associate Members.

- C. Scope.** The City may, at its discretion, elect to secure Energy Efficiency Services as well as Energy Supply through the Power Supply Agreement.
- D. Electricity Supply.** The ARES(s) shall supply the Full Electricity Requirements for the Program Members in accordance with the provisions as noted below:
- 1. Supply of Power.** The City reserves the right to require the ARES(s) to specify the power source content for the electricity it secures for Program needs. Additionally, the City reserves the right to specify that certain bilateral electricity supply arrangements be incorporated into the supply portfolio that supports the Program. The pricing for such bilateral contracts will be facilitated by the ARES(s) as pass-through expenses without additional markup beyond the terms allowed in the Agreement.
 - 2. Supply of Capacity.** The City reserves the right to require the ARES(s) to specify the sources for the capacity it secures for Program needs. Additionally, the City reserves the right to specify that certain bilateral capacity arrangements be incorporated into the supply portfolio that supports the Program. The pricing for such bilateral contracts will be facilitated by the ARES(s) as pass-through expenses without additional markup beyond the terms allowed in the Agreement.
 - 3. Supply of Transmission Services.** The ARES(s) shall arrange for such transmission services that are required to deliver electricity to the Delivery Point on behalf of the Members and Associate Members.
 - 4. Renewable Portfolio Standard.** The selected ARES(s) are required, at a minimum, to comply with the Illinois RPS. The City reserves the right to require that the selected ARES(s) procure renewable resources that exceed the current renewable energy resource requirements of the RPS.
- E. Compliance with Requirements in the Energy Supply Bid.** The Power Supply Agreement shall require the ARES(s) to maintain all required qualifications and certifications and to provide all services required pursuant to the Power Supply Services Bid.
- F. Compliance with the Plan.** The Power Supply Agreement shall provide all services required under this Agreement in accordance and compliance with the Plan of Operations and Governances adopted by the City, provided that if there is any discrepancy between (a) the Plan of Operations and Governances, and (b) this Agreement, the terms of this Agreement shall prevail." Specifically, and without limitation of the foregoing, the ARES(s) shall provide the City with such reports and information as required in this Plan.
- G. Non-Competition.** The Power Supply Agreement shall require that the selected Supplier not utilize data provided to the Supplier for the purposes of managing the Program to market electricity supply offers to eligible retail customers located within the City.
- H. Equal Treatment.** The Power Supply Agreement shall require the ARES(s) to provide equal Program access and not deny service to any Eligible Retail Customer. The ARES(s) shall not change rates for and Program Member or Associate Member unless such rate changes are provided for in the Agreement.

- I. **Hold Harmless.** The Power Supply Agreement shall require the ARES(s) to agree to defend, indemnify and hold harmless the City, its officers, employees, agents, and attorneys, from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, directly resulting from the Supplier's provision of the Services to the City, except to the extent caused by the negligence of the City. This duty shall survive for all claims made or actions filed within one year following either the expiration or earlier termination of this Agreement. The City shall give the Supplier timely written notice of its obligation to indemnify and defend the City after the City's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Supplier and/or the City. Nothing herein shall be construed to limit the Supplier's duty to indemnify the City by reference to the limits of insurance coverage described in this Agreement.
- J. **Insurance.** The Power Supply Agreement shall require the ARES(s) to obtain and maintain, for the duration of the Power Supply Agreement, such proof of insurance as the City deems necessary.
- K. **Additional Services.** The Power Supply Agreement may provide that the ARES(s) assist the City in developing a Member education plan. The Power Supply Agreement may provide that the ARES(s) assist the City in developing energy efficiency and/or demand response programs. The Power Supply Agreement will not preclude the City from developing its own Member education plan, energy efficiency, and/or demand response programs.
- L. **Fees and Charges.** The Power Supply Agreement shall establish the following limits on fees and charges:
1. The ARES shall not impose any terms, conditions, fees, or charges on any Member or Associate Member served by the Program unless the particular term, condition, fee, or charge, or the possibility of a change in the same, is clearly disclosed to the Member or Associate Member at the time the Member or Associate enrolls in, or chooses not to opt out of, the Program.
 2. ComEd will continue to bill Members and Associate Members for late payments, delivery charges, monthly service fees, taxes, etc. These charges will remain the obligation of the Member or Associate Member in the event they leave the Program.
 3. Termination, enrollment, and switching fees shall not be charged except as permitted by this Plan.
- M. **Costs.** The Power Supply Agreement may require that all costs of Program development and administration may be paid by the ARES(s).
- N. **Termination of Service.** The Power Supply Agreement shall establish the following requirements concerning termination of service from the ARES(s) to the Program:
1. **End of Term.** The Power Supply Agreement with the ARES will terminate upon the expiration date in the contract. In the event that a renewal with the ARES, or new

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Power Supply Agreement with another ARES(s) has not been executed, the ARES will, at the option of the City, either (i) return all Program Members and Associate Members to the ComEd Default Tariff Rate, or, (ii) continue to provide service to Members and Associate Members.

- I. If the City determines to allow the ARES(s) to continue supplying Members and Associate Members on a month-to-month basis, the ARES will provide such service at a rate based on fair market value of electricity that is below the Price to Compare.
- II. If the ARES(s) cannot provide Electricity Supply at a rate below the Price to Compare, the ARES(s) may, (i) return Members and Associate Members to the ComEd Default Tariff Rate provided it gives the City thirty (30) days' notice, or (ii) at the direction of the City, facilitate the transfer of the Members' and Associate Members' accounts to another ARES(s) selected by the City.
- III. If the City determines to allow the ARES(s) to continue supplying Members and Associate Members on a month-to-month basis, the ARES will continue under such an arrangement until the City provides it with 30 day written notice to discontinue providing service.

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

- I. Breach of confidentiality regarding Member or Associate Member customer account information;
- II. The disqualification of the ARES to perform the services due to the lapse or revocation of any required license or certification identified as a qualification in the RFQ or Bid processes;
- III. ComEd's termination of its relationship with the ARES;
- IV. Any act or omission which constitutes deception by affirmative statement or practice, or by omission, fraud, misrepresentation, or a bad faith practice;
- V. Billing in excess of the approved rates and charges;
- VI. Billing or attempting to collect any charge other than the approved kWh rates and contractually approved charges; or
- VII. Failure to perform at a minimum level of customer service required by the City.

Upon termination for any reason, the ARES(s) shall, at the direction of the City, either (i) return Members and Associate Members to the ComEd Default Tariff Rate, or (ii) facilitate the transfer the Members' and Associate Members accounts to another ARES(s) selected by the City. Upon termination of a Power Services Supply Agreement,

each affected Member and Associate Member will receive written notification from the City notifying them of the termination and the alternative supply arrangements the City has arranged.

VII. IMPLEMENTATION PROCEDURES

A. Development of Program Database. Pursuant to ICC regulations, the City has and will periodically submit a municipal authority data request form (or its successor form) to ComEd, requesting that ComEd provide the City the aggregated customer usage data and customer names and mailing addresses. Pursuant to ComEd's Rate GAP, ComEd will provide the City with the requested information within 10 business days after receiving the request in accordance with those adopted protocols.

The City may utilize the assistance of the Consultant to remove any consumers determined to be ineligible due to one or more of the following:

1. The consumer is not located within the City limits;
2. The consumer has a pre-existing agreement with another ARES and has not delivered to the City a request to switch to the Program;
3. The consumer has free ComEd service;
4. The consumer is receiving service from ComEd on Rate BESH (Basic Energy Service Hourly Pricing);
5. The consumer is receiving service from ComEd on a rate that offers a price lower than the Program's Electricity Supply Price;
6. The consumer is on a ComEd bundled hold status.

The information for the consumers identified as Eligible Retail Customers will serve as the basis for the Program Database. The Program Database and the retail customer identification information will remain the property of the City. The City may assign maintenance of the Program Database to the ARES(s) which shall comply with the confidentiality and non-compete provisions in the Power Supply Agreement.

After the retail customer identification information is reviewed, the City may itself, or elect to assign to the ARES(s), mail an initial Opt-Out Notice described below to all Eligible Retail Customers. Eligible Retail Customers that request to Opt-Out of the Program will be identified in the Program Database.

B. Maintenance of Accurate and Secure Customer Records. The City may assign the ARES(s) the responsibility to maintain the Program Database which will contain customer account information. Customer account information will include each account's retail customer identification information, the ComEd account number, the ARES account number, applicable rate code, applicable rider code, billed usage, and demand history. The database will be updated on an ongoing basis.

The City and ARES(s) shall preserve the confidentiality of all Members' and Associate Members' account information and of the database, and shall agree to adopt and follow protocols to preserve that confidentiality:

1. The ARES(s), as a material condition of the Agreement, shall not disclose, use, sell or provide Members' or Associate Members' account information to any person, firm or entity for any purpose outside the operation of the Program. This provision will survive the termination of the agreement.
 2. The City and ARES, upon receiving customer account 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.
 3. The ARES(s) shall keep Customer account information for a minimum of two years following the termination of the Service Agreement.
 4. The ARES(s) shall provide the City with access to the Program Database as well as standard and customized reports upon request.
- C. Opt-Out Process.** The City's Program is an opt-out program pursuant to section 1-92 of the Act. 20 ILCS 3855/1-92. Any Eligible Retail Customer who opts out of the Program pursuant to the procedures stated below will remain on the ComEd Default Tariff Service unless and until the accountholder chooses another ARES or decides to join the Program.
1. **Manner of Providing Notices and Information.** The City will mail to each Eligible Retail Customer a written Opt-Out Notice to the address provided in ComEd's response to the City's request for Retail Customer Identification Information. The Opt-Out Notice will be printed on City Stationary, and sent in an envelope complete with a City return address and seal. The City may elect to assign the management and payment for the Opt-Out Notice process to the winning ARES(s), the Consultant, or another entity.
 2. **Content of Notice.** The City will establish the format and contents of the Opt-Out Notice prior to distribution or mailing. The Opt-Out Notice will inform the Eligible Retail Customer of the existence of the electricity aggregation Program, the identity of the ARES selected to provide supply services to their account, the rates to be charged by the winning ARES, the comparable rates charged by ComEd, the percentage savings represented by the winning ARES offer, and the terms and conditions of the winning ARES(s)' agreement(s).
- The Opt-Out Notice will inform PIPP customers that they may participate in the Program and not lose PIPP eligibility by participating in the Program. The Opt-Out Notice will inform recipients that have existing supply contracts with other ARES that they may join the Program at their own option.
- The Opt-Out Notice will specify the methods for exercising the opt-out option including a postage-prepaid Opt-Out card that will be attached to the Opt-Out Notice. Additional means of providing opt-out notification to the City such as a toll-

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free number, website, smart device quick response code, email address or fax number may be included in the Opt-Out Notice.

The Opt-Out Notice shall indicate that it is from the City, and include the City's name and seal on the envelope. The Opt-Out Notice shall be signed by a representative of the City.

- 3. Opt-Out Period.** Eligible Retail Customers shall have 14 calendar days from the postmark date on the Opt-Out Notice to notify the City of their intention to opt out of the City's Program. The time to respond shall be calculated based on the postmark date of the notice to the customer and the postmark date of the customer's response. Upon notification of intent to opt out of the Program, the account will be removed from the Program Database.

After the expiration of the Opt-Out Period, the Member list shall become final. All Eligible Retail Customers who have not provided notice of intent to opt out of the Program will be automatically enrolled as Members in the Program. Eligible Retail Customers will not have to take any steps to be included in the Program.

In the event that an Eligible Retail Customer has inadvertently not sent an Opt-Out Notice, or omitted from the Program, the City and the winning ARES(s) will work with the Eligible Retail Customer to ensure that their decision to remain in or opt out of the Program is properly recorded and implemented by the ARES.

- 4. Data Request to ComEd.** After the Opt-Out Notice period has expired, the City shall submit a Municipal Authority Data Request Form (or its successor Form) to ComEd, requesting that ComEd provide the City with the account numbers for Program Members. Pursuant to Rate GAP, ComEd will respond to the request within the ten (10) days.
- 5. Notification to ComEd.** The winning ARES(s) shall correlate each Member with their applicable ComEd account numbers. The winning ARES(s) shall submit to ComEd the account numbers for each Member to be enrolled into the Program and the rate to be charged to those Members pursuant to the Power Supply Agreement. The winning ARES(s) shall provide the account enrollment information in the format required by ComEd.
- 6. ComEd Communication with Customers.** ComEd will then notify Members that they have been switched to the Program's winning ARES(s) and provide the Member with the name and contact information of the winning ARES. Members will have the option to rescind their participation in the Program according to procedures established by ComEd.

D. Activation of Service. Upon notification to ComEd, the winning ARES(s) will begin to provide electric power supply to the Members of the Program. The service will begin on the Member's normal meter read date within a month when power deliveries begin under the Program. Members will continue to receive their monthly billing statements from ComEd. Members will continue to issue their monthly payments to ComEd.

- E. Subsequent Member Enrollments and Deletions.** The winning ARES(s) shall establish procedures and protocols to work with ComEd on an ongoing basis to add, delete, or change any Member's status with the Program. After the initial Opt-Out period, Eligible Retail Customers can join the Program under the following mechanisms:
- 1. New Account Holders.** The winning ARES(s) shall facilitate the addition of new Member accounts to the Aggregation Program during the term of the Power Supply Agreement. The City will periodically submit a request to ComEd for aggregated customer usage data and the names and mailing addresses for Eligible Retail Customers. The City, with the assistance of the winning ARES(s) and the Consultant, shall compare the new aggregated customer usage data and customer names and mailing addresses against the Program Database to identify new Eligible Retail Customers. The City and the winning ARES(s) will follow the Opt-Out Notice Process identified in Section VII(C) above to notify the new Eligible Retail Customers of the Program and allow them an opportunity to opt out of the Program. New Eligible Retail Customers who do not opt out of the Program will be enrolled into the Program. All new accounts shall be entitled to the rates set forth in the Power Supply Agreement.
 - 2. Voluntary Enrollment.** Eligible Retail Customers who chose to opt out of the Program during either the Initial Opt-Out Period or at any subsequent time shall be allowed to join the Program at any time. These Eligible Retail Customers can enroll in the Program by contacting the winning ARES and completing an enrollment application. All Voluntary Enrollment Members shall be entitled to the rates set forth in the Power Supply Agreement. Once Voluntary Enrollment Members have completed the steps necessary to join the Program, they shall be considered Members.
 - 3. Change of Address.** Members who move from one location to another within the corporate limits of the City may enroll their new accounts into the Program through either of the processes identified in Sections VII(E)(1) or VII(E)(2) of this Plan.
- F. Member Services.** At minimum, the winning ARES(s) shall provide the following services for the Program. Additional services from the winning ARES(s) or other service providers may be required by the City in the future.
- 1. Program Management and Documentation.** The winning ARES(s) shall have a standard operating procedures manual that governs the activities and responsibilities of the winning ARES(s) staff assigned to the City's Program. At minimum, the winning ARES(s) shall have in place protocols and procedures that address member education, Opt-Out Notification, member inquiries, database management, reporting, and new account enrollment.

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2. **Member Interaction.** The winning ARES(s) shall be responsive to the City's, Members', and Associate Members' inquiries about the Program.
- a. **Receiving Inquires.** The winning ARES(s) shall maintain at least the following options for receiving and responding to Member and Associate Member Inquiries.
 - 1. **Telephone Inquiries.** The winning ARES(s) shall maintain a local or toll-free telephone access line which will be available to Members and Associate 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.
 - 2. **Internet and Email.** The winning ARES(s) shall establish and maintain a website for Members and Associate Members. The website shall provide basic information concerning the Program and will facilitate Member and Associate Member inquiries by email and or text. Responses to inquiries submitted through the website must be made by the next business day.
 - 3. **Bilingual Services.** The winning ARES(s) shall provide customer service for Members and Associate Members requiring non-English verbal and written assistance.
 - 4. **Hearing Impaired.** The winning ARES(s) must provide customer service for hearing impaired and hard of hearing Members and Associate Members.
 - b. **Responding to Inquiries.** The winning ARES(s) shall provide Members and Associate Members with the most accurate and actionable responses.
 - 1. **Procedures for Handling Members' and Associate Members' Reliability Issues.** Inquiries or concerns regarding electricity service reliability shall be directed to ComEd.
 - 2. **Procedures for Handling Members' and Associate Members' Billing and Enrollment Issues.** Inquiries or concerns regarding billing issues

shall be directed to the entity with primary responsibility for the billing issue in question.

- a. **Non-receipt of monthly bill.** Member and Associate Member inquiries or concerns regarding the issuance and receipt of monthly bills shall be directed to ComEd.
 - b. **Bill Payment Issues.** Member and Associate Member inquiries or concerns regarding the status of outstanding payment balances and past due issues shall be directed to ComEd.
 - c. **Distribution Charges or Taxes and Fees portions of the monthly bill.** Member and Associate Member inquiries or concerns regarding the accuracy of the distribution charges or taxes and fees portions of the monthly bill shall be directed to ComEd.
 - d. **Electricity Supply Services or Program price portion of the monthly bill.** Member and Associate Members inquiries concerning the electricity supply services or Program price portion of the monthly bill shall be directed to the winning ARES(s).
 - e. **Program Enrollment.** Eligible Retail Customer, Member, and Associate Member inquiries concerning the Program enrollment shall be directed to the ARES(s).
- c. **Procedures for Handling Disputes.** The winning ARES(s) will have direct contractual obligations with each Member and Associate Member. Disputes between the winning ARES(s) and Members and Associate Members shall be resolved at the earliest opportunity. Consistent with regulatory practice, any unresolved disputes should be directed to the ICC. The nature and extent of disputes between Members and Associate Members and the winning ARES(s) may serve as the basis for termination of the Agreement with the winning ARES(s) consistent with the provisions of Section VI(N)(2) of this Plan.
 - d. **Updates and Disclosures.** The winning ARES(s) shall provide the Program Members and Associate Members with updates and disclosures mandated by the ICC, the IPA or the City.
 - e. **Online Account Data.** The City may require the winning ARES(s) to provide Members and Associate Members with access to their individual customer account data and energy-related information (historical consumption, costs, comparisons with regional norms, energy efficiency and distributed energy program options, etc.) for

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the purposes of providing Members and Associate Member with the ability to better control energy consumption and costs.

G. Billing and Fees. Billing procedures and the applications of fees shall follow the following guidelines and requirements.

1. **Billing Method.** The winning ARES(s) will utilize the utility consolidated billing/purchase of receivables (UCB/POR) billing method. Under this method, ComEd shall prepare the bill for both ComEd's electric delivery charges and the winning ARES(s) electric supply charges and mail one bill to the customer. ComEd shall purchase the electric supply charges from the ARES(s) on the bill due date and treat those receivables as its own for credit purposes. ComEd shall retain the ability to disconnect for customer non-payment of the winning ARES(s) electric supply charges.
 2. **Collection and credit procedures.** Responsibility for collections and credit issue remain the responsibility of the ComEd and the individual Members and Associate Members. Members and Associate Members are required to remit and comply with the payment terms of ComEd. The City will not be responsible for late payment or non-payment of any Member or Associate Member accounts. Neither the City nor the winning ARES(s) shall have separate credit or deposit policies for Members or Associate Members. The City shall require the winning ARES(s) to utilize the ComEd purchase of receivables option for retail suppliers.
 3. **Early Termination Fee.** Members and Associate Members may terminate service from the winning ARES without penalty for any reason at any time without fee or penalty.
 4. **Enrollment Fee.** Eligible Retail Customers may join the Program at any time without fee or penalty.
 5. **Switching Fee.** Members and Associate Members changing residency within the City will not be assessed early termination or enrollment fees.
- I. Reliability of Power Supply.** The Program will not affect the reliability of electricity service for Members and Associate Members. ComEd will continue to deliver power through their transmission and distribution systems. Responsibility for maintaining system reliability will remain with ComEd. If Members or Associate 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 and Associate Member outages, duration of outages, interruptions, etc., are monitored to ensure reliability remains at ICC-approved levels. In addition to maintaining the "wires" system, ComEd is required to be the "provider of last resort." This means that if the winning ARES(s) fails for any reason to deliver any or all of the electricity needed to serve the Members' or Associate Members' needs, ComEd will immediately provide for the shortfall. ComEd would then bill the winning ARES(s) for the power provided on its behalf. In such a situation, the Members and Associate Members shall incur no additional cost.

VIII. ADDITIONAL SERVICE TERMS AND CONDITIONS

A. Reporting. The winning ARES(s) will provide to the City and to the Consultant the following reports:

1. **Power Mix Reporting.** The winning ARES(s) shall deliver quarterly reports to the City and the Consultant which demonstrate that: (a) it generated or purchased electricity with the claimed attributes in amounts sufficient to match actual consumption by the City; (b) the electricity was supplied to the interconnected grid serving the City.

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

If required by the City, the report will also demonstrate that the generation resource mix meets the requirements set forth by the City in the Power Supply Agreement.

2. **REC Reporting.** The ARES shall deliver reports that provide competent and reliable evidence to establish 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 shall provide the City with quarterly reports showing the number of Members and Associate Members participating in the Aggregation Program and the total cost for energy provided to the Program Members and Associate Members as compared to the ComEd Default Tariff rate.

B. Limitation of Liability. The City shall not be liable to Eligible Retail Customers, Members, or Associate Members for any claims, however styled, arising out of the Program or out of any City act or omission in facilitating the electricity aggregation Program.

IX. INFORMATION AND COMPLAINT NUMBERS

Copies of this Plan will be available from the City free of charge at [www.cityof\[redacted\].org/electricityaggregation](http://www.cityof[redacted].org/electricityaggregation). Any electric customer, including any participant in the City's Program, may contact the Illinois Commerce Commission for information, or to make a complaint against the ARES or ComEd. The ICC may be reached at 217-782-5793

ILLINOIS REGISTER 14469 09 ILLINOIS COMMERCE COMMISSION NOTICE OF ADOPTED RULES TITLE
83: PUBLIC UTILITIES
CHAPTER I: ILLINOIS COMMERCE COMMISSION
SUBCHAPTER c: ELECTRIC UTILITIES
PART 454
LICENSURE OF RETAIL ELECTRIC AGENTS, BROKERS AND CONSULTANTS

Section

454.10	Purpose
454.20	Definitions
454.30	Applicability
454.40	Required Application Filings and Procedures
454.50	General Licensing Requirements
454.60	Managerial Licensing Requirements
454.70	Technical Licensing Requirements
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454.140	Commission Oversight

AUTHORITY: Implementing Section 16-115C of the Public Utilities Act [220 ILCS 5/16-115C] and authorized by Sections 16-115C and 10-101 of the Public Utilities Act [220 ILCS 5/16-115C and 10-101].

SOURCE: Adopted at 33 Ill. Reg. 14466, effective November 1, 2009.

Section 454.10 Purpose

The purpose of this Part is to adopt licensing and code of conduct requirements pursuant to Section 16-115C of the Public Utilities Act.

Section 454.20 Definitions

"ABC" means *agents, brokers, and consultants engaged in the procurement or sale of retail electricity supply for third parties* and has the same meaning as defined in Section 16-115C(b) of the Public Utilities Act [220 ILCS 5/16-115C(b)].

"Act" means the Public Utilities Act [220 ILCS 5].

"Aggregate billing demand" means the total of the highest monthly billed demand of each of the retail customer's affiliated electric accounts during the past calendar year.

"Alternative retail electric supplier" or "ARES" has the same meaning as in Section 16-102 of the Act [220 ILCS 5/16-102].

"Applicant" means a person or entity that seeks a license from the Illinois Commerce Commission pursuant to the Section 16-115C of the Act.

"Attempts to procure" means a third-party individual or entity that takes a substantial step to Procure electric power and energy, such as but not limited to preparing solicitations, notifying potential bidders of the solicitation, or determining the results of a solicitation; except, it shall not include an individual or entity providing professional services incidental to the procurement of retail service, such as but not limited to legal, accounting or engineering services.

"Attempts to sell" means a third-party individual or entity that takes a substantial step to sell electric power and energy to end user customers, such as but not limited to soliciting customers, making offers or preparing

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Attachment C: Licensing Requirements for Illinois Electricity Agents, Brokers, and Consultants

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Section 454.110 Reporting Requirements

- a) By March 31 of each year, each licensee shall submit a report identified with the name of the ABC as it appears in the most recent Commission order granting the ABC a license and shall be titled "ABC Annual (year) Recertification Report under 83 Ill. Adm. Code 454". All reports required under this Section shall be under oath and shall be filed with the Chief Clerk of the Commission with copies to the Director of the Commission's Energy Division, the Director of the Financial Analysis Division, and the Director of the Consumer Services Division.
- b) The annual report required by subsection (a) of this Section shall list each RES the licensee had any contractual relationship with during the prior calendar year, and shall contain the following information:
- 1) The type of contractual relationship (such as subcontractor, affiliate, commission compensated);
 - 2) The number of non-residential customers to which the licensee sold retail electric supply on behalf of each RES;
 - 3) The number of residential customers to whom the licensee sold retail electric supply on behalf of each RES;
 - 4) The number of non-residential customers for which the licensee procured retail electric service on behalf of the customer; and
 - 5) The number of residential customers on whose behalf the licensee procured retail electric service.
- c) The verified report under this Section shall not contain customer identifying information.
- d) The licensee shall file with its annual verified report a copy of its verified financial statement for the previous fiscal period.
- e) The licensee shall file with its annual verified report a verified statement of any changes to the original licensure qualifications and notice of continuing compliance with all requirements.

Section 454.120 Erroneous or Defective Reports

When any report is erroneous or defective or appears to the Commission to be erroneous or defective, the Commission shall notify the ABC to amend the report within 30 days and correct deficiencies or errors.

Section 454.130 Complaint Procedures

Complaints shall be filed in conformance with 83 Ill. Adm. Code 200.160, 200.170 and 280.170. The complaint shall comply with the Commission's Rules of Practice (83 Ill. Adm. Code 200).

Section 454.140 Commission Oversight

- a) Upon complaint or on the Commission's own motion, the Commission may conduct an investigation of a licensee's actions under any Section of this Part. The Commission's findings of a violation of this Section after notice and hearing shall result in a progressive disciplinary scale as specified in Section 16-115C(g) of the Act.
- b) For a first violation, the Commission shall suspend the license of the licensee so disciplined for a period of no less than one month. For a second violation within a 5-year period, the Commission shall suspend the license of the disciplined licensee for a period of not less than 6 months. For a third or subsequent violation within a 5-year period, the Commission shall suspend the license of the disciplined licensee for a period of not less than 2 years. [220 ILCS 5/16-115C(g)].

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Section 454.80 Financial Licensing Requirements

- a) The applicant shall execute and maintain a license or permit bond issued by a qualifying surety or insurance company authorized to transact business in the State of Illinois in favor of the People of the State of Illinois. The amount of the bond shall equal \$5,000. The bond shall be conditioned upon the full and faithful performance of all duties and obligations of the applicant as an ABC and shall be valid for a period of not less than one year. The cost of the bond shall be paid by the applicant. The applicant shall file this bond as part of its application for certification.
- b) In the event that a license or permit bond is cancelled, expires or is drawn upon, the ABC shall execute and maintain an additional or replacement bond such that the cumulative value of all outstanding bonds never falls below the amount required in subsection (a) of this Section. The ABC shall file a copy of the additional or replacement bond with the Chief Clerk of the Commission and provide a copy to the Manager of the Financial Analysis Division or his or her successor at least 15 days in advance of the effective date of the bond. The filing shall include a cover letter that explains the purpose of the filing and shall be identified by the name of the ABC as it appears in the most recent Commission order granting the ABC certification.
- c) In the event that a license or permit bond is modified, the ABC shall file a copy of the modified bond with the Chief Clerk of the Commission and provide a copy of that bond to the Manager of the Financial Analysis Division or his or her successor at least 15 days in advance of the effective date of the modification. The filing shall include a cover letter that explains the purpose of the filing and shall be identified by the name of the ABC as it appears in the most recent Commission order granting the ABC certification.

Section 454.90 Code of Conduct

Any person or entity required to be licensed pursuant to this Part shall:

- a) Disclose in plain language in writing the nature of the services offered by the ABC;
- b) Disclose in plain language in writing to all persons it solicits the total anticipated remuneration to be paid to it by any third party over the period of the proposed underlying customer contract. Any such disclosure must be made prior to entering into the contract and signed by the customer;
- c) Not hold itself out as independent or unaffiliated with any RES, or both, or use words calculated to give that impression, unless the person or entity offering service under Section 16-115C of the Act has no contractual relationship with any RES or its affiliates regarding retail electric service in Illinois;
- d) Not utilize false, misleading, materially inaccurate, defamatory or otherwise deceptive language or materials in the soliciting or providing of its services;
- e) Maintain copies of all marketing materials disseminated to third parties for a period of not less than three years;
- f) Maintain copies of all disclosure statements required in subsections (a) and (b) for a period of not less than three years;
- g) Not present electricity pricing information in a manner that favors one supplier over another, unless a valid pricing comparison is made utilizing all relevant costs and terms; and
- h) Comply with the requirements of Sections 2EE, 2FF, 2GG and 2HH of the Consumer Fraud and Deceptive Business Practices Act [815 ILCS 505/2EE, 2FF, 2GG and 2HH].

Section 454.100 Customer Records and Information

- a) The licensee shall ensure that authorizations received from customers, and all other applicable records, are retained for a period of not less than three calendar years after the calendar year in which they were created.
- b) The licensee shall preserve the confidentiality of its customers' data.

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- 1) A party to the application proceeding has formally requested that the commission hold hearings in a pleading that contains a verified prima facie showing that one or more of the allegations or certifications in the application is false or misleading; or
 - 2) Other facts or circumstances exist that will necessitate additional time or evidence in order to determine whether a license should be issued.
- b) All applications for licensing under this Part shall be verified as required by Section 200.130 of the Commission's "Rules of Practice" (83 Ill. Adm. Code 200.130).
- c) The applicant shall provide the following:
- 1) Description of the applicant's business;
 - 2) A certification that the applicant is licensed to do business in the State of Illinois and is in compliance with all other applicable laws, regulations and Commission rules and orders; and
 - 3) The name, address, telephone number, any facsimile number and any e-mail address of the agent registered with the Illinois Secretary of State. This information shall be kept current and any change regarding the licensee shall be reported within 15 days after the change occurs. The required information shall be filed with the Chief Clerk of the Commission at its Springfield office.
- d) Itemized Filing Requirements; the application for licensing under this Part shall include:
- 1) a statement in support of application, supporting documents, and schedules containing information showing that the applicant meets the requirements of Section 16-115C of the Act;
 - 2) a certification that the applicant will comply with all terms and conditions required by Section 16-115C of the Act; and
 - 3) a certification that any person who acts on behalf of the entity will comply with all Sections of this Part applicable to the function or functions to be performed.
- e) Contents of documents shall be consistent with Subpart B of the Commission's Rules of Practice (83 Ill. Adm. Code 200)

Section 454.50 General Licensing Requirements

An ABC shall remain in compliance with the provisions of the Act and this Part.

Section 454.60 Managerial Licensing Requirements

- a) An applicant shall be deemed to possess sufficient managerial capabilities to provide agency, brokering or consulting services if the applicant can demonstrate that it has had at least one year of management experience with a business enterprise.
- b) The applicant shall include in its application an exhibit containing occupational background information on the persons who are being used to satisfy the requirements of this Section.
- c) The applicant shall include in its application an exhibit containing a corporate organizational chart and indicating the position of persons indicated in subsection (a) of this Section.

Section 454.70 Technical Licensing Requirements

- a) An applicant shall be deemed to possess sufficient technical capabilities to provide agency, brokering or consulting services if the applicant can demonstrate that it has had experience in the electric industry of at least one year.
- b) The applicant shall include in its application an exhibit containing occupational background information on the persons who are being used to satisfy the requirements of this Section.

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contracts; except, it shall not include an individual or entity providing professional services incidental to the sale of retail service, such as but not limited to legal, accounting or engineering services.

"Commission" means the Illinois Commerce Commission.

"Licensee" means an applicant that has applied for and received a license under this Part.

"License bond" or "permit bond" means an obligation of a surety to pay the monies that the licensee owes the State of Illinois for violations of the duties and obligations imposed on it as an ABC.

"Procure" means purchasing or entering into a contract to purchase the services of a RES on behalf of a retail electric customer.

"Qualifying surety" means a surety or insurer that is authorized by the U.S. Department of the Treasury pursuant to 31 USC 9305. A qualifying surety or insurer may not underwrite more than the amount specified by the U.S. Department of Treasury on a single bond. (Department of the Treasury's Listing of Approved Sureties (Department Circular 570; <http://www.fms.treas.gov/c570/c570.html>))

"Retail customer", as used in this Part, has the same definition as in Section 16-102 of the Act.

"Retail Electric Supplier" or "RES" means an ARES or an electric utility providing electric power and energy to retail customers outside the utility's service area pursuant to Section 16-116 of the Act.

Section 454.30 Applicability

a) The requirements of this Section shall apply to each ABC that:

- 1) sells or attempts to sell electric power and energy on behalf of a RES; and/or
- 2) procures or attempts to procure electric power and energy on behalf of a retail customer.

b) The requirements of this Section shall not apply to the following:

- 1) Any RES offering retail electric service on its own behalf;
- 2) Any person or entity acting exclusively on behalf of a single RES on condition that exclusivity is disclosed to the customer;
- 3) Any person or entity representing a municipal power agency, as defined in Section 11-119.1-3 of the Illinois Municipal Code [65 ILCS 5/11-119.1-3];
- 4) Any person or entity that attempts to procure retail electric service on behalf of, or sell retail electric service to, a third party that has an aggregate billing demand of all of its affiliated electric service accounts in Illinois of greater than 1,500 kW
- 5) A retail customer that operates or manages, either directly or indirectly, any facilities, equipment or property used or contemplated to be used to distribute electric power or energy if that retail customer is a political subdivision or public institution of higher education of this State; or
- 6) Any corporation, company, limited liability company, association, joint-stock company or association, firm, partnership or individual, or their lessees, trusts or receivers appointed by any court whatsoever that are owned or controlled by the political subdivision, or public institution of higher education, or are operated by any of its lessees or operating agents.

Section 454.40 Required Application Filings and Procedures

a) The Commission shall issue an order granting or denying an application filed under this Section within 90 days (or 180 days if extended by the assigned Administrative Law Judge) after the date on which a complete application has been filed. The assigned Administrative Law Judge may extend the time for considering an application filed under this Section by up to 90 days and can schedule a hearing on the application if:

5-B.79

VILLAGE OF LA GRANGE
SOQ SUMMARY SHEET

Electricity Aggregation Consulting Services

Organization Name: Illinois Community Choice Aggregation Network, LLC
Street Address: 10 West 35th Street, 16th Floor
City, State, Zip: Chicago, Illinois 60616
Contact Name: Mark J. Pruitt
Telephone: (219) 921-3828 Fax: (219) 921-0660
E-mail address: mpruitt@ilccan.com
FEIN#: 46-0893879

Signature of authorized
representative:



Title: Principal

Date: December 6, 2012

ACCEPTANCE: This SOQ is valid for 60 calendar days from the date of submittal.

BUSINESS ORGANIZATION (check one):

Sole Proprietor: An individual whose signature is affixed to this SOQ.

Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

Corporation. State of incorporation: _____

Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this SOQ, it is understood that the Village of La Grange reserves the right to reject any or all SOQ's, to accept an alternate SOQ, and to waive any informalities in any SOQ.

In compliance with the RFQ and subject to all conditions thereof, the undersigned offers and agrees, if this SOQ is accepted, to furnish the services as outlined.

Illinois Community Choice Aggregation Network

Business Name

Signature

Mark J. Pruitt, Principal
Printed name and title

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Attachment D: Required Forms

5-0.81

VILLAGE OF LA GRANGE
CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS

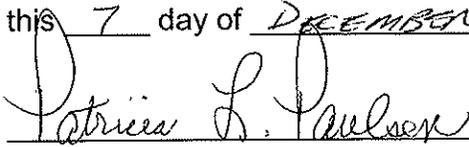
NOTE: THIS CERTIFICATION MUST BE EXECUTED.

I, Mark J. Pruitt, being first duly sworn certify and say that I am Principal of Illinois Community Choice Aggregation Network, LLC, and that Illinois Community Choice Aggregation Network LLC is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.



Signature of person making certification

Subscribed and sworn to before me
this 7 day of DECEMBER 2012.



Notary Public

PATRICIA L. PAULSEN
NOTARY PUBLIC, STATE OF INDIANA
PORTER COUNTY
MY COMMISSION EXPIRES 06/09/2020

5-B.82

**VILLAGE OF LA GRANGE
SEXUAL HARASSMENT POLICY**

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105(A) has been amended to provide that every party to a public contract must:

Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act).

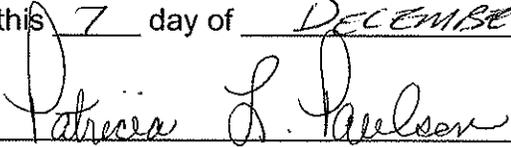
Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes every contract to which the State or any of its political subdivisions or any municipal corporation is a party.

Mark J. Pruitt (Respondent's name), having submitted an SOQ for electricity aggregation consulting services to the Village of La Grange, hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: 
Authorized agent of Respondent

Subscribed and sworn to before me

this 7 day of DECEMBER 2012.


Notary Public 14

PATRICIA L. PAULSEN
NOTARY PUBLIC, STATE OF INDIANA
PORTER COUNTY
MY COMMISSION EXPIRES 06/09/2020

5-B.83

**VILLAGE OF LA GRANGE
EQUAL EMPLOYMENT OPPORTUNITY**

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation. During the performance of this Agreement, the Contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.
- E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.
- G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such

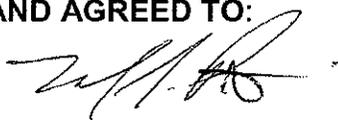
5-13-84

subcontractor. In the same manner as the other provisions of this Agreement, the Vendor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Vendor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Vendor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

BY: Mark J. Pruitt



DATE: DECEMBER 7, 2012

Subscribed and sworn to before me

this 7th day of DECEMBER 2012.



Notary Public

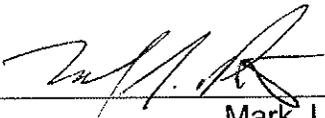
PATRICIA L. PAULSEN
NOTARY PUBLIC, STATE OF INDIANA
PORTER COUNTY
MY COMMISSION EXPIRES 06/09/2020

5-B-85

**VILLAGE OF LA GRANGE
TAX CERTIFICATION**

I, Mark J. Pruitt, having been first duly sworn depose and state as follows:

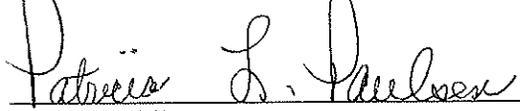
1. I, Mark J. Pruitt, am the duly authorized agent for Illinois Community Choice Aggregation Network, LLC, (the "Respondent") which has submitted a SOQ to the Village of La Grange for electricity aggregation consulting services.
2. I hereby certify that Respondent is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
 - a. Respondent is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
 - b. Respondent has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By:  _____
Mark J. Pruitt

Title: Principal

Subscribed and sworn to before me

this 7 day of DECEMBER 2012.



Notary Public

**PATRICIA L. PAULSEN
NOTARY PUBLIC, STATE OF INDIANA
PORTER COUNTY
MY COMMISSION EXPIRES 06/09/2020**

5-B,86

**VILLAGE OF LA GRANGE
INSURANCE REQUIREMENTS**

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident; \$500,000 – Policy Limit; \$500,000 – Each Employee Waiver of Subrogation in favor of the Village of La Grange, Illinois.

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit; Additional Insured Endorsement in favor of the Village of La Grange, Illinois

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of La Grange

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

PROFESSIONAL LIABILITY

\$1,000,000 Limit -Claims Made Form, Indicate Retroactive Date & Deductible

Any insurance policies providing the coverage required of Respondent shall be specifically endorsed to identify "The Village of La Grange and its officers, trustees, officials, employees, and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, then that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any services prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

Respondent agrees that if it is the selected Respondent, then within 10 days after the date of notice of the award of the Contract and prior to the commencement of any services, Respondent will furnish evidence of insurance coverage providing for at minimum the coverage and limits described above directly to the Village of La Grange, 53 S. La Grange Road, La Grange, IL 60525.

Failure to provide this evidence in the time frame specified and prior to beginning of services may result in the termination of the Village's relationship with Respondent.

Accepted and agreed to the _____ day of _____ 2012.

Signature

Printed name and title

Printed name of Respondent

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**VILLAGE OF LA GRANGE
CONSULTING SERVICES AGREEMENT**

This Agreement is made between the Village of La Grange, an Illinois municipality, (the “*Village*”) and Illinois Community Choice Aggregation Network, LLC (the “*Consultant*”) as of December _____, 2012.

I. THE SERVICES

A. Definition of Services. The Consultant will provide the electricity aggregation services to the Village stated in *Exhibit A* to this Agreement (the “*Services*”), which services are generally described as follows:

B. Responsibility of Consultant to Perform. The Consultant must provide all personnel necessary to complete the Services. The Consultant must perform the Services with its own personnel unless otherwise approved by the Village in writing. All sub-consultants and supplies used by the Consultant in the performance of Services must be acceptable to, and approved in advance by, the Village. The Village’s approval of any sub-consultant or supplier will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Agreement. All Services performed by any sub-consultant or supplier are subject to all of the provisions of this Agreement in the same manner as if performed directly by the Consultant. If any sub-consultant or supplier fails to properly perform any Services undertaken by it in compliance with this Agreement, then the Consultant, immediately on notice from the Village, must remove that sub-consultant or supplier and undertake the Services itself or replace the sub-consultant or supplier with a sub-consultant or supplier acceptable to the Village.

II. PAYMENT FOR SERVICES

A. Compensation. As compensation for the performance of the Services (“*Compensation*”), the Village will pay the Consultant *[insert statement of payment for services or refer to payment provisions in Exhibit A]*.

B, Authorized Reimbursable Expenses. The Village will pay the following reimbursable expenses incurred in the performance of the Services:

“not applicable”

C. Invoices. The Compensation will be paid in monthly installments. The Consultant must submit to the Village, on a monthly basis, a written invoice for payment for completed services. The Village may specify the specific day of the month on or before which invoices must be filed. Each invoice must be accompanied by receipts, vouchers, and other documents as necessary to reasonably establish the Consultant’s right to payment of the Compensation stated in the invoice. In addition, each invoice must include (a) the total amount billed in the current period and total amount billed to date and (b) the estimated percent completion of the Project. The Village will pay properly submitted invoices within 30 days after receipt.

D. Taxes. The Compensation includes applicable federal, State of Illinois, and local taxes of every kind applicable to the Services and all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. The Consultant will never have a claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees.

E. Special Time. Time spent under oath in trial, in a hearing, or in a deposition will be billed at twice the stated hourly rate.

III. PERFORMANCE OF THE SERVICES

A. Standard of Performance. The Consultant must perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar

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circumstances in the Chicago Metropolitan Region (the “*Standard of Performance*”). All Services must be conform to the requirements of this Agreement and must be performed in accordance with the Standard of Performance. The Consultant is fully and solely responsible for the quality, technical accuracy, completeness, and coordination of all Services.

B. Risk of Loss. The Consultant bears the risk of loss in providing all Services. The Consultant is responsible for any and all damages to property or persons arising from any Consultant error, omission, or negligent act and for any losses or costs to repair or remedy any services undertaken by the Village based on the Services as a result of any such error, omission, or negligent act. Notwithstanding any other provision of this Agreement, the Consultant’s obligations under this Section III.B exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of the Village or the Consultant, to indemnify, hold harmless, or reimburse the Consultant for damages, losses, or costs.

C. Village Responsibilities. The Village will have the following responsibilities:

1. To designate a person with authority to act as the Village’s representative on the project. The Village’s representative will have the authority to act on behalf of the Village except on matters that require approval of the Village’s Board of Trustees.
2. To provide to the Consultant all criteria and information about the requirements for the Services.
3. To provide to the Consultant existing studies, reports, and other available data relevant to the Services.
4. To arrange for access to, and make provisions for the Consultant to enter on, property as reasonably required to perform the Services.
5. To review reports, documents, data, and all other information presented by the Consultant as appropriate.
6. To provide approvals from all governmental authorities having jurisdiction over a Project when requested by the Consultant, except the extent such approvals are part of the Services.
7. To respond with reasonable promptness to questions, inquiries, and requests of the Consultant.

D. Time of the Essence. Time is of the essence for all activities related to the performance of the Services.

E. Suspension of Services. The Village, at any time and for any reason, may suspend work on any or all Services by issuing a written work suspension notice to the Consultant. The Consultant must stop the performance of all Services within the scope of the suspension notice until the Village directs the Consultant in writing to resume performance.

IV. INSURANCE

The Consultant must maintain the following insurance coverage during this Agreement, as may be amended by the Village’s insurance company. Any sub-consultants that the Consultant uses also must acquire and maintain equivalent insurance coverage.

1. Workers Compensatory Insurance: statutory.
2. Comprehensive General Liability: minimum \$1,000,000 combined single limit per occurrence; minimum \$2,000,000 aggregate limit.
3. Professional Errors and Omissions: Indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing professional services. Minimum \$1,000,000 each claim; \$2,000,000 aggregate limit.
4. Automobile Liability Insurance: \$250,000 per incident; \$500,000 policy limit.
5. Workers Compensation: Workers’ Compensation as required by the Workers’ Compensation Act of the State of Illinois and Employers’ Liability insurance.

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V. INDEMNIFICATION

The Consultant, without regard to the availability or unavailability of any insurance, either of the Village or the Consultant, must indemnify and reimburse the Village and its officials, officers, employees, agents, and attorneys (the "*Indemnified Parties*"), to the fullest extent permitted by law, against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees, that may arise or be alleged to have arisen out of or in connection with Consultant's negligent acts, errors, or omissions, except only to the extent caused by the negligence of the Village.

VI. OWNERSHIP AND USE OF DOCUMENTS

All documents created by the Consultant as a part of the performance of the Services, specifically but without limitation reports, calculations, customer and load profiles, utility and electricity data will be treated as work for hire and will belong to the Village. In no event may the Consultant publish, publicly describe, or otherwise present the Services performed for the Village or the documents produced or prepared in connection with the Services without the Village's written permission.

VII. TERMINATION

A. At Will. This Agreement is at-will and may be terminated by the Village at any time at the Village's convenience, without reason or cause. If the Village terminates this Agreement without reason or cause, then the Consultant will be entitled to Compensation for all Services performed by the Consultant up to the date of termination, except as may be provided otherwise in *Exhibit A*. The Consultant is not entitled to Compensation of any kind, including without limitation for lost profit, for any Services not performed by the Consultant.

B. Termination by Village for Breach. The Village at any time, by written notice, may terminate this Agreement on account of breach by the Consultant and failure of the Consultant to cure the breach within five business days after that written notice or such further time as the Village may explicitly agree in writing and in the Village's sole discretion, in response to a written notice from the Consultant within the five-day period seeking additional time to cure. "*Breach*" by the Consultant includes (a) failure of the Consultant to adhere to any terms or conditions of this Agreement, (b) failure of the Consultant to properly perform Services, (c) failure of the Consultant to maintain progress in the performance of Services so as to endanger proper performance of the project, or (d) failure of the Consultant to have or maintain adequate financial or legal capacity to properly complete any Services.

C. Termination by Consultant for Breach. The Consultant at any time, by written notice, may terminate this Agreement on account of failure by the Village to properly pay the Consultant and failure of the Village to cure the breach within five days after that written notice or such further time as the Consultant may explicitly agree in writing and in the Consultant's sole discretion, in response to a written notice from the Village seeking additional time to cure.

VIII. LEGAL RELATIONSHIPS AND GENERAL REQUIREMENTS

A. Consultant as Independent Consultant. For purposes of this Agreement, the Consultant is an independent consultant and is not, and may not be construed or deemed to be, an employee, agent, or joint venturer of the Village.

B. Compliance with Laws. The Consultant must comply with all statutes, ordinances, codes, and regulations applicable to the Services.

C. Intellectual Property. The Consultant may not infringe on any intellectual property (including but not limited to patents, trademarks, or copyrights) (collectively "*Intellectual Property*") in the performance of Services. If ever the Consultant is alleged to have infringed on any Intellectual Property, then, in addition to the Consultant's obligations to indemnify Indemnified Parties, the Consultant also, at the sole discretion of the Village and at the Consultant's sole expense (i) procure for the Village the right to continue using the infringing subject matter, or (ii) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the

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requirements of this Agreement and the relevant Task Order, or (iii) reimburse the Village for all payments made to the Consultant relating to or impacted by the infringing material and all costs incurred by Village resulting from such infringement.

D. Confidential Information. All information and data disclosed by the Village and developed or obtained under this Agreement must be treated by the Consultant as proprietary and confidential information (“*Confidential Information*”). The Consultant must not disclose Confidential Information without the Village’s prior written consent. No person may use Confidential Information for any purpose other than for the proper performance of Services. The obligations under this Subsection D does not apply to Confidential Information that is (i) in the public domain without breach of this Agreement, (ii) developed by the Consultant independently from this Agreement, (iii) received by the Consultant on a non-confidential basis from others who had a right to disclose the information, or (iv) required by law to be disclosed, but only after prior written notice has been received by Village and Village has had a reasonable opportunity to protect disclosure of the Confidential Information. The Consultant must ensure that the foregoing obligations of confidentiality and use extend to and bind the Consultant’s sub-consultants and suppliers.

E. Notices. Any notice or communication required by this Agreement will be deemed sufficiently given if in writing and when delivered personally or upon receipt of registered or certified mail, postage prepaid, with the U.S. Postal Service and addressed as follows:

If to the Village:

Village of La Grange
53 South La Grange Road
La Grange, Illinois 60525
Attn: _____

with a copy to:

Mark Burkland
Holland & Knight LLP
131 South Dearborn Street, 30th Floor
Chicago, Illinois 60603

If to the Consultant:

Illinois Community Choice Aggregation Network
10 West 35th Street
16th Floor
Chicago, Illinois 60616

with a copy to: ***Not necessary***

or to such other address as the party to whom notice is to be given has furnished in writing.

F. No Waiver by Village. No act, order, approval, acceptance, or payment by the Village, nor any delay by the Village in exercising any right under this Agreement, will constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services or operate to waive any requirement or provision of this Agreement or any remedy, power, or right of the Village.

G. No Third-Party Beneficiaries. This Agreement is for the benefit of the Village and the Consultant only and there can be no valid claim made or held against the Village or the Consultant by any third party to be a beneficiary under this Agreement.

H. Assignments. The Consultant may not assign or transfer any term, obligation, right, or other aspect of this Agreement without the prior express written consent of the Village. If any aspect of this Agreement is assigned or transferred, then the Consultant will remain responsible to the Village for the proper performance of the Consultant’s obligations under this Agreement. The terms and conditions of any agreement by the Consultant to assign or transfer this Agreement must include terms requiring the assignee or transferee to fully comply with this Agreement unless otherwise authorized in writing by the Village.

I. Amendments. This Agreement may be amended only in writing executed by the Village and the Consultant.

5-B.91

J. Governing Law. The validity, construction, and performance of this Agreement and all disputes between the parties arising out of or related to this Agreement will be governed by the laws of the State of Illinois without regard to choice or conflict of law rules or regulations.

K. Compliance with Laws, Grant Conditions. All Services must be provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. The Consultant also must comply with applicable conditions of any federal, state, or local grant received by the Village with respect to this Agreement. The Consultant will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the Consultant's improper performance of, or failure to properly perform, any Services.

L. Representation of No Conflicts. The Consultant represents that (1) no Village employee or agent is interested in the business of the Consultant or this Agreement, (2) as of the Effective Date neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement, and (3) neither the Consultant nor any person employed by or associated with the Consultant may at any time obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

M. No Collusion. The Consultant represents that the Consultant is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is properly contesting its liability for the tax or the amount of the tax or (2) a violation of either Section 33E-3 or Section 33E-4 or Article 33E of the Criminal Code of 1961, 720 ILCS 5/22E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement and that this Agreement is made without collusion with any other person, firm, or corporation.

WHEREFORE, the Village and the Consultant have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

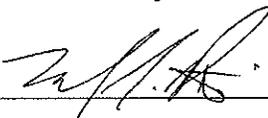
VILLAGE OF LA GRANGE

By:  _____

Name: _____

Title: _____

[CONSULTANT]

By:  _____

Name: MARK J. PRUITT

Title: PRINCIPAL - ICCAN

5-B.92

**VILLAGE OF LA GRANGE
INSURANCE REQUIREMENTS**

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident; \$500,000 – Policy Limit; \$500,000 – Each Employee Waiver of Subrogation in favor of the Village of La Grange, Illinois.

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit; Additional Insured Endorsement in favor of the Village of La Grange, Illinois

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of La Grange

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

PROFESSIONAL LIABILITY

\$1,000,000 Limit -Claims Made Form, Indicate Retroactive Date & Deductible

Any insurance policies providing the coverage required of Respondent shall be specifically endorsed to identify "The Village of La Grange and its officers, trustees, officials, employees, and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, then that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any services prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

Respondent agrees that if it is the selected Respondent, then within 10 days after the date of notice of the award of the Contract and prior to the commencement of any services, Respondent will furnish evidence of insurance coverage providing for at minimum the coverage and limits described above directly to the Village of La Grange, 53 S. La Grange Road, La Grange, IL 60525.

Failure to provide this evidence in the time frame specified and prior to beginning of services may result in the termination of the Village's relationship with Respondent.

5-B-93