

**Village of Hillside  
Electric Aggregation  
Plan of Operation  
and Governance**

**July 11, 2013**

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# VILLAGE OF HILLSIDE ELECTRIC AGGREGATION PLAN OF OPERATION AND GOVERNANCE

## I. HISTORY AND PURPOSE OF MUNICIPAL AGGREGATION

Pursuant to the Illinois Power Agency Act, 20 ILCS 3855/1-92 et seq. and 220 ILCS 5/16-104(b) of the Public Utilities Act, municipalities such as the Village of Hillside (“Village”), are authorized to aggregate the electric loads of certain customers located within the Village and to then solicit bids, select a retail electric supplier, and enter into a service agreement to facilitate the purchase of electricity and related services and equipment on behalf of its residents and small businesses. The statute is a part of the state’s electric deregulation efforts which allow customers access to competitive retail electric markets.

In accordance with that law, the Village Trustees passed a resolution authorizing a referendum on the November, 2012 ballot which asked the public for authority to create an Opt-Out aggregation program for its residents and small business customers.

The Village voters approved the Electric Aggregation referendum at the November 6, 2012 general election. After the referendum passed, the Village retained the services of an Energy Aggregation Attorney to assist with implementing the program, bidding and selecting the electricity supplier.

The Village conducted a public outreach campaign to educate Village residents and small businesses about the Electric Aggregation Program and to gather input regarding their preferences for the development of this Aggregation Plan of Operation and Governance. Outreach efforts including public meetings, two statutorily required public hearings, press releases, and news articles in local media.

The Village’s Electric Aggregation Program seeks to aggregate the retail electric loads of eligible residents and Small Commercial Retail accounts and to solicit bids for the supply of that electricity. The Village’s Program will initially review supplier qualifications and then solicit bids for a lowest rate alternative. With an estimate of 2,000 eligible electric accounts, the Aggregation has the potential to attract lower rates than the current Default Tariffed Service rate, as well as other favorable terms.

Residential and Small Commercial Retail customers often lack the knowledge, time and awareness to conduct due diligence and negotiate favorable terms with alternate retail electric suppliers on their own. The Village’s Program not only provides these services, but provides the bargaining power achieved through the size of the aggregation. The Program is designed to reduce the amount its Members pay for electric power supply and gain other favorable terms of service.

The Village will not buy or resell power, but will competitively bid and negotiate a contract with a competent and certified retail electric supplier (“RES”) to provide electric supply at contracted rates to all Members of the Electric Aggregation Program. The RES shall

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provide accurate and understandable pricing, program management, and an Opt-Out notification plan. The RES will also perform and manage the Program for the Aggregation Members as described in this document.

Because the Village adopted an Opt-Out Electric Aggregation Program, all customers in the defined aggregation group will be automatically enrolled in the Program unless they affirmatively elect to Opt-Out of the Program. By including procedures by which customers may Opt-Out, the Program ensures that participation is voluntary and individuals have the ability to decline to participate.

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

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

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

## II. DEFINITIONS

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

“Act” shall refer to the Municipal Aggregation enabling act set forth at 20 ILCS 3855/1-92 et seq.;

“Electric Aggregation Program” or “Program” shall mean the program developed by the Village, as a Municipal Aggregator under the Act, to provide residential and Small Commercial Retail customers in the Village with retail electric supply as described in this document;

“Energy Aggregation Attorney” shall refer to an attorney with demonstrated energy related experience in electric supply issues;

“Aggregation Member” or “Member” shall mean a residential or Small Commercial Retail account enrolled in the Village’s Electric Aggregation Program;

“Alternative Retail Electric Supplier” or “ARES” shall mean an entity certified by the ICC to offer electric power or energy for sale, lease or in exchange for other value received to one or more retail customers, or that engages in the delivery or furnishing of electric power or energy to such retail customers, and shall include, without limitation, resellers, aggregators and power marketers but shall not include the Electric Utility or the Village. For purposes of

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this document, the definition of Alternative Retail Electric Supplier is more completely set forth in 220 ILCS 5/16-102;

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

“Commission” or “ICC” means the Illinois Commerce Commission;

“Default Tariffed Service” shall mean the electricity supply services available to Eligible Retail Customers of the Utility;

“Electric Utility” or “Utility” shall mean Commonwealth Edison Company as the entity that has a franchise, license, permit or right to distribute, furnish or sell electricity to retail customers within the Village;

“Eligible Retail Customer” shall mean the residential and Small Commercial Retail customers of the Utility;

“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 RFP.

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

“Load” shall mean the total demand for electric energy required to serve the Village’s residential and Small Commercial Retail members in the Aggregation Program;

“Member Education Plan: shall mean a plan of action used by the RES selected to be the supplier to the Aggregation Program Members that provides easily accessible information regarding municipal aggregation and the Village’s Program. The Member Education Plan shall include literature, a website, and scripted information to be used by call center operators that receive call from Members.

“Municipal Aggregator” shall mean the Village acting as facilitator for the process of securing competitive retail electric rates for the Aggregation Members pursuant to the authority conferred by the Act and in accordance with this Aggregation Plan of Operation and Governance;

“Opt-Out” shall mean the process by which a customer who would be included in the Aggregation chooses not to participate in the Aggregation and to return to ComEd’s Default Tariffed Service and as further described in Section 1-92 of the Act;

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

“Plan” shall mean this Aggregation Plan of Operation and Governance;

“Power Supply Service Agreement” or “Service Agreement” shall mean the contract between the Village and a Retail Electric Supplier selected by the Village;

“Price to Compare” shall mean the unit price for ComEd electricity supply services which is the sum of the electricity supply charge plus the transmission services charge plus the maximum potential purchased electricity adjustment for non-electric space heating customers as established by ComEd Rider PE (Purchased Electricity) and Rate BES (Basic Electricity Service) or their successor Rates and Riders.

“Opt-Out Notice” or “Notice” shall mean the notice delivered to each Eligible Retail Customer by the Village or the Retail Electric Supplier selected by the Village, identifying the procedures and protocols for the Eligible Retail Customer to opt out of, and choose not to participate in, the Program.

“Public Utilities Act” or “PUA” has the same meaning as set forth in 220 ILCS 5 et seq.;

“Rate GAP” ComEd’s filed tariff Rate Government Aggregation Protocols that became effective April 17, 2011, pursuant to Section 9-250 of the PUA (ICC Docket 11-0434; Final Order April 4, 2012) and modifications to Rate GAP (ICC Docket 12-0590);

“REC” or “Renewable Energy Credit” shall mean duly certified and verified Renewable Energy Credits;

“Retail Electric Supplier” or “RES” includes both ARES and electric utilities serving or seeking to serve retail customers outside their service area as further described under section 5/16-115 and 116 of the PUA;

“Small Commercial Retail” means those nonresidential retail customers of an Electric Utility consuming 15,000 kilowatt-hours or less of electricity annually in its service area. 220 ILCS 5/16-102 of the PUA provided, however that the definition of Small Commercial Retail will include such other definition or description as may become required by law;

“The Village of Hillside” or “Village” shall mean the Village of Hillside, acting by and through its corporate authorities, and authorized Village employees.

### **III. ROLE OF THE VILLAGE**

**A.** After the adoption of this Plan, the Village shall submit to ComEd, in writing, a warrant demonstrating the passage of the Village’s municipal aggregation ordinance, the adoption of this Plan by the corporate authorities, and a request for the identification of retail and Small Commercial Retail electric customer account information and generic load profiles for the Village.

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**B.** The Village and selected RES will maintain the customer information it receives in a confidential manner as required under Rate GAP, Commission rules, and as required by law and will use that information only for purposes related to the Electric Aggregation Program. Customer account information will be considered confidential and will not be disclosed under the Freedom of Information Act.

**C.** The Village shall review the customer list to remove ineligible customers, provided however, that the Village shall have no responsibility to potential Aggregation Members or the RES for the accuracy of the customer account information provided.

**D.** The Village will develop a solicitation process by utilizing a Request for Qualifications (“RFQ”) and a separate Request for Pricing (“RFP”) in cooperation with the Energy Aggregation Attorney in accordance with the terms set forth in this document.

**E.** The Village will inform the potential bidders in the solicitation documents of the Village's generic load profile information as provided by ComEd.

**F.** The Village will receive and evaluate proposals as determined by the solicitation process and contract with any RES that the Village Board finds to be in the best interest of the Village and at the sole discretion of the Village.

**G.** The Village is under no obligation to enter into any service agreement with any RES and may, in its discretion, choose to have the Aggregation Members remain on ComEd's Default Tariffed Service, or to re-bid the electric service under the same or amended terms of this Plan.

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

**I.** The Village shall seek to develop effective energy efficiency and demand response programs within six (6) months of the commencement of the Aggregation Program. To the greatest extent possible, the Village will seek input concerning energy efficiency and demand response programs from unbiased and publicly available resources such as the local Utility Company.

#### **IV. ROLE OF THE ENERGY AGGREGATION ATTORNEY**

**A. Duties.** The Energy Aggregation Attorney shall advise the Village and assist the Village with the development and implementation of its Municipal Aggregation Program, as agreed to by the Village's attorney and the Village, including advising staff and elected officials (at the request of the Village) on certain aspects of the program; developing necessary documents, soliciting and reviewing bids received, and making recommendations as appropriate.

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**B. Representation of the Energy Aggregation Attorney to the Village.** The Energy Aggregation Attorney's service is to represent the best interests of the Village regarding the Municipal Aggregation Program.

**C. Village Assistance.** The Energy Aggregation Attorney shall advise the Village on any changes in laws, rules, tariffs or any other regulatory matter that impacts the Program during the term of the Service Agreement.

## **V. SUPPLIER SELECTION**

### **A. Selection Procedures.**

The Village shall develop a ("RFQ") to develop a short list of qualified bidders to be eligible to participate in the Village's RFP process. The determination of qualified bidders shall be at the sole discretion of the Village.

The Village shall develop a RFP containing the terms and conditions required in this Plan of Operation and Governance. The bidding process will be conducted in accordance with all applicable state and local laws and normal Village bidding practices and protocols.

The corporate authorities of the Village will retain the full and absolute right to accept, accept with conditions, or reject any bid. The Village may, but is not required to, select a RES to provide electricity supply for the Aggregation Members according to the terms of a Service Agreement between the Village and the RES.

If the Village does not award a contract as a result of the bid process, the Village will notify the Aggregation Members that their electricity will continue to be provided by ComEd's Default Tariffed Service provider.

### **B. Contents of RES responses to Village solicitations..**

#### 1. Term of Agreement:

The initial Service Agreement will be for a period of not more than two (2) years as determined by the Village. The Village Board of Trustees will have discretion to determine the length of any future contract periods.

#### 2. Power Mix:

Bidders will quote rates for the following electricity mixes:

- a. Lowest Fixed Price. The lowest priced electricity supply available from the RES using a fixed price per kWh, at a rate not to exceed the ComEd Price to Compare; or
- b. Lowest Variable Price. The lowest price electricity supply available from the RES offering time-of-day variable prices, with the condition that each Customer will pay no more per average kWh in each billing cycle than the Consumer would have paid under ComEd's Price to Compare given the billed kWhs.

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3. Rates:

The Village's intent in soliciting the bids is to provide residents with delivered electricity prices that do not exceed ComEd's Price to Compare. Therefore, the RES will commit that the RES price to the Village shall be the lesser of the quoted RES rate, or the Price to Compare. In the event the Price to Compare is less than the RES rate, the Supplier will have the option, at the Village's sole discretion, to either (i) return the Members to Default Tariffed Service; or (ii) reduce the RES rate to meet the Price to Compare. Additionally, any pass-through costs above the costs associated with delivering Full Requirements Electricity supply to Members (such as administrative reimbursements to the Village, program costs, purchases of RECs above the volume required by the Illinois Renewable Portfolio Standard, etc.) shall be disregarded for purposes of comparing the Fixed Price and the Price to Compare.

4. Other Charges: Neither the Village nor the selected RES will impose any terms, conditions, fees or charges on any Member served by the Aggregation Program other than the rate quoted by the RES. Changes in tariffs, taxes, obligations, and licensure enforced by either federal or state regulatory bodies may be passed through to Members provided that the RES provides sufficient advance notice of such changes to the Village and receives the written permission of the Village.

5. Disclosure: In bidding, the RES shall disclose the rate that is attributable to the Energy Aggregation Attorney fees, such amount will be provided to the RES by the Village.

6. Opt-Out notifications: Bidders shall describe the manner and time in which the Opt-Out Notification process will be handled and the manner in which it communicates with ComEd to track customer participation in the Program.

7. Mid-term customer additions. Bidders will describe how they will process Eligible Retail Customers that seek to join the Electric Aggregation Program after the beginning of the Service Agreement. These Eligible Retail Customers may include: Members that relocate within the Village, customers who establish new electric service, and customers who initially elected to Opt-Out of the Program but later decide later to join the Program.

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

9. PIPP participation: Bidders will state whether they participate in the PIPP program. Bidders will also describe their process for notifying PIPP customers of the consequences of participating in the Program.

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

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

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

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

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

14. New Accounts. Bidders will describe the process for adding new customer, or Member accounts to the Program during the term of the Service Agreement.

### **C. Qualification of Bidders.**

Bidders must demonstrate that they satisfy each of the following requirements and provide the Village with the relevant information if they have not already done so in the RFQ process:

1. Maintain a certificate of serviced authority from the State of Illinois as a certified retail electric supplier and any and all other licenses or certifications required by the ICC;
2. Register as a retail electric supplier with ComEd;
3. Maintain a Service Agreement for Network Integration Transmission Service under Open Access Transmission Tariff;
4. Maintain the necessary corporate structure to sell electricity power supplies to the ComEd residential and Small Commercial Retail customers in the Village;
5. Maintain an Electronic Data Interchange computer network that is fully functional at all times and includes back-up file saving systems, and is capable of handling the ComEd residential and Small Commercial Retail electric customers in the Village;
6. Maintain the marketing ability to reach all ComEd residential and Small Commercial Retail customers in the Village to educate them on the terms of the Electric Aggregation Program and the Act, ensuring that marketing materials take into account multiple modes of communication including but not limited to regular mail using the Village's envelopes, email distribution lists, websites, social media

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and phone contact;

7. Maintain a local or toll free call center capable of handling calls from Aggregation Members with a minimum number of ten (10) lines and a description of the command of authority to resolve issues. The center must be available to 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 thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) thirty seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis;
8. Maintain a local or toll-free telephone number for customer service and complaints related to the Village's Electric Aggregation Program with a detailed plan for reaching multi-lingual customers or customers with disabilities;
9. Provide proof of the company's bond posting with the ICC;
10. Provide necessary disclosures to Members and Program information to the Commission's Office of Retail Market Development as may be required under Commission Rules; and
11. Comply with all applicable laws (including Section 5/16-115 and 116 of the PUA, 220 ILCS 5/16-115 and 116 et seq.; and Part 412, Obligations of Retail Electric Suppliers, 83 Ill. Adm. Code 412 et seq.) and regulations of the State of Illinois.

#### **D. Bid Evaluation.**

The Village will evaluate the bids on the following criteria:

1. Qualifications of the bidder;
2. Quality of the response to the Village's solicitation;
3. Quality of marketing plan and timeline;
4. Experience as a supplier to municipal aggregations;
5. Pricing options;
6. Non-pricing terms;
5. Any other factors deemed to be in the Village's best interest.

#### **E. Award of Service Agreement.**

The Village will enter into a Serve Agreement with any bidder which the Village Board determines to be in the best interests of the Village. The Village will not be required to award any Service Agreementcontract.

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## VI. POWER SUPPLY SERVICE AGREEMENT

The Village will enter into a Service Agreement with a selected RES which contains the following minimum terms and conditions:

**A. Term.** The Village's first Service Agreement shall be for a period of no more than two (2) years. Following the expiration of the term, the RES will continue to provide electric service on a month to month basis at the lesser of the RES's best rate or the ComEd Default Tariffed Service rate until either party provides at least 30 days written notice to the non-terminating party that they wish to discontinue service to the Village. If the Agreement is extended or renewed, Members will be notified by the Village as required by law and the rules of the ICC and IPA as to any change in rates or service conditions. The corporate authorities of the Village will have the discretion to set the length of any subsequent contract term.

**B. Rate.** The Service Agreement shall specify the rates and the power mix as quoted in the proposal and shall specify any other charges or fees.

**C. Compliance With Requirement in the Bid.** The Service Agreement shall require the RES to maintain all required qualifications, and to provide all services required in the bid.

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

**E. Non-Competition.** The RES must agree not to solicit or contract directly with Eligible Retail Customers located within the Village for service or rates outside the Electric Aggregation Program, and agrees not to use the customer or Member information for any other marketing purposes.

**F. Hold Harmless.** The RES must agree to hold the Village financially harmless from any and all financial obligations arising out of its role as facilitator of the Municipal Aggregation Program.

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

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

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**I. Costs.** All costs of the Aggregation Program development and administration will be paid by the RES.

## **VII. IMPLEMENTATION PROCEDURES**

### **A. Development of Customer Database.**

Pursuant to ICC regulations, after this Plan is approved by the Village, the Village will then submit a Direct Access Request and Government Authority Aggregation Form to ComEd (ILL.C.C. No.10 Rate GAP Government Aggregation Protocols, Sheets 406-411, April 17, 2011; Revised, effective April 12, 2012) requesting that it provide the Village with Retail Customer Identification Information. ComEd will provide the Village with the requested information within ten (10) business days of receiving the request in accordance with those adopted protocols.

After selecting and contracting with a RES, the Village, under confidential agreement with the RES, will work with the RES, to remove any customers from the program enrollment lists that is determined to be ineligible due to one or more of the following:

1. The customer is not located within the Village;
2. The customer has a pre-existing agreement with another RES;
3. The customer has pre-existing service under Rate BES-H (Rider RRTP);
4. The customer has free ComEd service;
5. The customer is on a ComEd bundled hold.

At the discretion of the Village, a different Opt-Out Notice may be sent to one or more of the customers identified above.

The RES and the Village will complete this eligibility review within 5 business days or receipt of the Retail Customer Identification Information.

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

After the Retail Customer Identification Information is reviewed, the RES will mail the Opt-Out Notices described below to all Eligible Retail Customer account holders included on the reviewed program enrollment lists within the boundaries of the Village.

The RES shall treat all customers equally and shall not deny service to any Member enrolled in the Aggregation Program, or alter rates for different classes of Members other than those identified in the Service Agreement..

### **B. Maintenance of Accurate and Secure Member Records.**

The RES will maintain a secure database of customer or Member Account Information. The database will include the ComEd account number, and RES account number of each active Member, and other pertinent information such as rate code, rider code (if

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applicable), and usage and demand history. The database will be updated on an ongoing basis.

Upon request, the RES must provide the Village with an electronic file containing the Members' individual (identified by name, address, and ComEd account number) and aggregate usage as provided to the RES by ComEd, charges for retail supply service and other information that may reasonably be requested by the Village.

The database will be updated at least quarterly. Additionally, the data base will track Members who: (i) leave the Program due to relocation, switching, etc.; (ii) decide to opt-in to the Program; (iii) relocate anywhere within the corporate limits of the Village; and (iv.) any other variables the Village reasonably requests the RES to track. The RES shall provide such database to the Village upon request.

The RES will maintain the database in a secure and confidential manner. The RES will keep customer or Member Account Information for a minimum of two years following the termination of the service.

### **C. Opt-Out Process.**

The Village's Aggregation is an Opt-Out program pursuant to 20 ILCS 3855/1-92. Any eligible electric account that opts out of the Program pursuant to the procedures stated below will automatically be placed on the ComEd Default Tariffed Service unless and until the account chooses another RES, Rate BES-H/Rider RRTP, or other authorized service.

#### 1. Manner of Providing Notices and Information

The RES will be required to pay for printing and mailing of all Program information and Opt-Out Notices. The RES will mail Program and Opt-Out Notices to the eligible account holders within the boundaries of the Village at the address provided with the Retail Customer Identification Information provided by ComEd.

#### 2. Content of the Opt-Out Notice

The Village and the RES will agree to the format and contents of the Program and Opt-Out Notice prior to distribution or mailing. The Village may require more than one form of Opt-Out Notice be sent to certain customers. The Notice will inform the electric account owner of the existence of the Electric Aggregation Program, the identity of the RES, the rates to be charged. The Notice will also inform PIPP customers of the consequences, if any of participating in the Program.

The Notice will provide a method for customers to Opt-Out of the Aggregation Program. The Notice shall indicate that it is from the Village, and include the Village name and logo on the envelope.

#### 3. Time to Respond

Aggregation Members shall have eighteen (18) calendar days from the postmark date on the Notice to mail the Opt-Out card back to the RES stating their intention to Opt-Out of the Village's Electric Aggregation Program.

The time to respond shall be calculated based on the post mark date of the notice to the

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customer and the post mark date of the customer's response. The RES may offer additional means of opting out, such as a toll-free number, website, smart device quick response code, email address or fax number, each of which must be received within eighteen (18) calendar days from the post mark date on the Opt-Out notice. Upon receipt of the Opt-Out reply, the RES will remove the account from the Electric Aggregation Program.

After the expiration of the eighteen (18) calendar day Opt-Out period, the Customer, or Member list shall become final. All customers who have not opted out will be automatically enrolled in the Program. Customers will not need to take any affirmative steps in order to be included in the Program.

In the event that an Eligible Retail Customer is inadvertently not sent an Opt-Out Notice, or is inadvertently omitted from the Program, the RES will work with the Village and the Eligible Retail Customer to ensure that the Eligible Retail Customer's decision to remain in, or Opt-Out, of the Program is properly recorded and implemented by the RES.

#### **4. Change of Address**

Members who move from one location to another within the corporate limits of Village shall retain their Member status.

#### **D. Notification to ComEd.**

Pursuant to ILL.C.C. No.10, Rate GAP, the ICC Final Order in Docket No. 11-0434 and certain modifications to Rate GAP (ICC Docket 12-0590). After the Opt-Out response period has expired, the RES shall submit the account numbers of participating Aggregation Members to ComEd and the rate to be charged to those customers pursuant to the Service Agreement and the customer's election. The RES will provide that information to ComEd in the format ComEd requires.

The RES will establish procedures and protocols to work with ComEd on an ongoing basis to add, delete or change any customer participation or rate information.

ComEd will then notify Members that they have been switched to the RES and provide the Members with the name and contact information of the RES. Members will have the option to rescind their participation in the Program according to time frames and procedures established by ComEd as approved by the Commission.

#### **E. Activation of Service.**

Upon notification to ComEd, the RES will begin to provide electric power supply to the Members of the Electric Aggregation Program without consumer action. The service will begin on the customer's normal meter read date within a month when power deliveries begin under the Electric Aggregation Program.

#### **F. Billing.**

Collection and credit procedures remain the responsibility of the Utility and the individual

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Aggregation Member. Members are required to remit and comply with the payment terms of ComEd. The Village will not be responsible for late payment or non-payment of any Member Accounts. Neither the Village nor the RES shall have separate credit or deposit policies for Members.

## **VIII. ADDITIONAL SERVICE TERMS AND CONDITIONS**

### **A. Member Education.**

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

### **B. Universal Access.**

The RES will implement a process to provide universal access including Member education for multi-lingual Members and Members with disabilities.

### **C. Customer Service.**

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

### **D. Compliance with Laws.**

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

### **E. Reporting.**

#### **1. Power Mix Reporting**

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

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

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Act regulations and permits.

## 2. REC Reporting

The RES will deliver reports that provide competent and reliable evidence to support the fact that it purchased properly certified REC'S in a sufficient quantity to offset the non-renewable electricity provided in the mix.

## 3. Aggregation Reports

The RES will provide the Village with quarterly reports showing the number of Members participating in the Electric Aggregation Program and the total cost for electricity provided to the Aggregation as compared to the ComEd's Default Tariffed Service rates.

## **F. Termination of Service.**

### 1. End of Term

The Village's Service Agreement with the RES will terminate upon its expiration, provided that the RES will continue to provide service at the lesser of the RES's best rate or the ComEd Default Tariffed Service rate until either party provides at least 30 days written notice to the non-terminating party that they wish to discontinue service to the Village.

### 2. Early Termination

The Village will have the right to terminate the agreement, without any Member paying any termination fees, prior to the expiration of the term in the event the RES commits any act of default. Acts of default include but are not limited to the following:

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

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

The Village will provide the RES with written notice of default in the event of any default listed under sections VIII F2(e) through VIII F2(g) of this Plan, or any other event of default not listed above. The RES and the Village will attempt to resolve any issues cooperatively within 7 business days. If the issue is not resolved, the Village will again notify the RES in writing of its intention to terminate the agreement, with out any penalty to the Aggregation Members including any termination fees, within 30 days if the issue is not resolved to the Village's satisfaction.

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Upon termination for any reason, the Village will require the RES to return the Electric Aggregation Program Members to the default tariffed electric service.

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

**G. Jurisdiction.**

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

**H. Limitation Of Liability.**

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

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

**IX. INFORMATION AND COMPLAINT NUMBERS**

Copies of this Plan will be available from the Village free of charge. Call the Village at (708) 449-6450 for a copy or for more information. Any electric customer, including any participant in the Village's Electric Aggregation Program, may contact the Illinois Commerce Commission for information, or to make a complaint against the Program, the RES or ComEd. The ICC may be reached t (217) 782-5793.

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