

VILLAGE OF GLEN ELLYN  
Electricity Aggregation Program

**Plan of Operation and Governance**

I.



## **I. Purpose of Electricity Aggregation Program & Services**

This Plan of Operation and Governance has been developed in compliance with 20 ILCS 3855/1-92 regarding governmental aggregation of electric service. The statute defines two types of aggregation programs that may be enacted by a governmental entity; opt-in aggregation and opt-out aggregation. The Village of Glen Ellyn (“Village”) will administer an opt-out aggregation program. Under this Program, the Village will aggregate the electric loads of residential and small commercial retail customers located within the Village and then solicit bids, select an Alternate Retail Electric Supplier (“Supplier”) and enter into a service agreement to facilitate the purchase of electricity and related service on behalf of its residents and small businesses. Customers will be given prior written notice entitling them to affirmatively elect not to be part of the Program.

The Village passed the necessary resolution to place the issue of Opt-Out Governmental Aggregation of Electricity on the November 6, 2012 ballot. The ballot issue subsequently passed. The Village will follow the Plan of Operation and Governance (“Plan”) outlined below. This Plan was adopted after two public hearings were held in accordance with 20 ILCS 3855/1-92, on October 8, 2012 and October 22, 2012, notice of which was published once a week for two consecutive weeks in a newspaper of general circulation in the Village.

The Village’s Aggregation Program (“Program”) seeks to aggregate the retail electric loads of eligible customers located within the Village to negotiate the best rates for the generation supply of electric power. With a Village population of approximately 27,000 the Program has the potential to combine residential accounts and small commercial accounts into a buying group that will be attractive to a Supplier. Participation in the Program is voluntary. Any individual customer (“Member”) has the opportunity to decline to be a Member of the Program and return to the local utility (ComEd) standard offer of service or to enter into a power supply contract with any Alternative Retail Electric Supplier.

Residential and small commercial electric customers often lack the ability to effectively negotiate electric supply services. The Village’s Program provides them an opportunity to benefit from professional representation and bargaining power achieved through an aggregation program.

The Program is designed to reduce the amount Members pay for electric energy and to gain other favorable terms of service. The Village will not buy and resell the power to the Program Members. Instead, the Village will competitively bid and negotiate a contract with a Supplier to provide firm, full-requirements generation service to the Members of the Program.

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

1. How the 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 Aggregation will meet any other legal requirements concerning aggregated electric service.

The Village and the selected Supplier will follow the Plan 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 Illinois Power Agency Act, 20 ILCS 3855/1-1 et seq.

“Aggregation” or “Municipal Aggregation” shall mean the pooling of residential and small commercial retail electrical loads located within the Village 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 and equipment, all in accordance with Section 1-92 of the Act.

“Aggregation Consultant” or “Consultant” shall refer to any independent consultant with demonstrated expertise in electric supply contracting that is retained by the Village to assist with the implementation of the Program.

“Aggregation Member” or “Member” shall mean a residential or small commercial retail electric account enrolled in the Village Municipal Aggregation Program.

“Aggregation Program” or “Program” shall mean the program established by the Village to provide residential and small commercial members in the Village with retail electric supply as described in this Plan.

“Alternative Retail Electric Supplier (ARES)” or “Supplier” 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 Aggregation Members. For purposes of this Plan, 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 shall be provided in the generation and delivery of electricity. As defined by the Federal Energy Regulatory Commission, “Ancillary Services” include, without limitation: 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).

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

“Default Tariff Service” shall mean the electricity supply services available to eligible retail customers of the Electric Utility.

“Electric Utility” shall mean Commonwealth Edison, 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 a residential and small commercial retail customer of the Utility.

“ICC” shall mean the Illinois Commerce Commission as described in 220 ILCS 5/2-101.

“IPA” shall mean the Illinois Power Agency.

“Load” shall mean the total demand for electric energy required to serve the Village residential and small commercial customers in the Aggregation Program.

“Opt-Out” shall mean the process by which a Member who would be included in the Program chooses not to participate in the Program.

“Opt-Out Notice” shall mean the notice delivered to each Member by the Supplier, identifying the procedures and protocols for the Member to opt out of, and choose not to 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 Commonwealth Edison service territory.

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

“Power Supply Agreement” shall mean the contract between the Village and the Alternative Retail Electric Supplier.

“Power Supply Bid” shall mean the single procurement process utilized by the Village on behalf of its participating Members to solicit price and service offers from certified Alternative Retail Electric Suppliers.

“REC” shall mean Renewable Energy Credits certified in a manner consistent with the requirements of the Illinois Renewable Portfolio Standard.

“Retail Customer Identification Information” shall mean the retail customer information supplied by the Electric Utility to the Village in connection with the implementation of the Aggregation Program.

“Small Commercial Retail Customer” shall mean a retail customer with an annual peak demand of 100 kW or less; provided, however, that the definition of Small Commercial Retail Customer shall include such other definition or description as may become required by law or tariff.

“Tariffed Service Rate” shall mean the ComEd rate.

“Village” shall mean the Village of Glen Ellyn, DuPage County, Illinois.

### **III. Role of the Village**

- A. Upon receipt of the signed election results the Village Manager shall submit to ComEd, in writing, a request for the identification of retail and small commercial electric customer account information and generic load profiles.
- B. The Village will maintain the customer information it receives in a confidential manner as required by law and will use that information only for purposes of its Municipal Aggregation Program.
- C. The Village shall review the customer list to remove ineligible customers, provided however, that the Village shall have no responsibility or liability to potential aggregation members or the Supplier for the accuracy of the customer account information provided.
- D. The Village will develop the Power Supply Bid in accordance with the terms set forth in this document.
- E. The Village will inform the potential vendors in the bid document of the Village's generic load profile information as provided by ComEd.
- F. The Village shall select the Supplier.
- G. The Village is under no obligation to enter into any service agreement with any Supplier and may, in its discretion, chose to have the aggregation members remain on ComEd's default tariffed service, and to reject any and all proposals. Such action shall not prohibit the Village from re-issuing a bid in the future.
- H. The Village, as the facilitator of this bidding process, is not responsible for providing electricity to the Members of the Aggregation Program, or for billing or collecting for electricity provided under any Supplier power supply agreement, and has no responsibility beyond the duties described herein.
- I. The Village may, but is not required to, retain the services of a consultant, broker or other expert in the field of electrical aggregation to assist in the preparation of the bid documents and in managing the process.
- J. The Village shall create awareness of how members of the aggregation program can reduce electricity demand through energy efficiency improvements.

### **IV. Determination of Eligible Customer Pool**

Under the opt-out aggregation provisions, all eligible electric consumers within the Village will be automatically included in the Program. However, such customers will be given prior notice entitling them to affirmatively elect not to be part of the Program.

Prior to mailing opt-out notices, a thorough review will be performed to see that all ineligible customers are excluded. The review process will include the efforts of numerous parties and utilize a number of resources:

- ComEd will query their customer database using best efforts to capture all accounts within the Village limits.
- The Supplier, with assistance from the Village, using available Village resources and publicly available material shall screen out customers who are not located within the Village limits. Those resources may include any or all of the following: property records, water and/or sewer records, fire and/or police department address records, 911 address records, street listings, Village maps, internet maps, county parcel mapping databases, and geographical information systems (GIS).
- Ineligible accounts will be screened out based on codes provided in the ComEd data.
- The data shall be reviewed to see that all zip codes have been included, all streets included, all customer classes, all customer rate schedules, and finally that an expected total for a community of this population was turned over.
- Any suspected omissions will be reported to ComEd along with a request to furnish that data.

The following tariffs shall be eligible, including:

- ComEd Electric Space Heat Class,
- ComEd Watt-Hour Delivery Class, or
- ComEd Small Load Delivery Class tariffs (using 15,000 kWh's/yr or less); and
- Any other tariff that is includable and/or eligible as approved and/or amended by the Illinois Commerce Commission, except as excluded below.

Additionally, the following Customers receiving power from ComEd under particular tariffs shall be ineligible, including:

- Small Commercial customers using more than 15,000 kWh's/yr or more.
- Residential customers outside of the Village limits
- Customers enrolled in ComEd's "hourly rate" program
- Customers that have previously elected to move to an ARES
- Customers under ComEd's "bundled hold" program
- Any other tariff that is excludable and/or ineligible as approved and/or amended by the Illinois Commerce Commission.

Utility rules approved by the Illinois Commerce Commission (ICC) or other regulatory agencies may determine eligibility to enroll in the aggregation program.

Eligibility may be limited by a Supplier's offer. For example, a fixed rate might not be offered to an account if they would not save when compared to the prevailing ComEd rate.

## **V. Bidding Procedure and Required Contents**

- A. Procedure. The Village may elect to hold an individual bid or participate in a group bid with other municipalities. The bidding process, whether by the Village or in concert with other municipalities, must be conducted in compliance with all applicable Village Codes concerning the bid process. The Village may, but is not required to, retain the services of a

Consultant, Broker, or other expert in the field of electrical aggregation to assist in the preparation of the bidding documents and in managing the bidding process. The Village will retain the full and absolute right to accept, accept with conditions, or reject any bid.

By majority vote of the Corporate Authorities or, the Village may select an Alternative Retail Electric Supplier to provide electric power to the Program according to the terms of a written power supply agreement entered into by and between the Supplier and the Village.

By majority vote of the Corporate Authorities, the Village may determine not to enter into a power supply agreement with any Supplier and in such event eligible customers shall continue to purchase electric power independently. If the Corporate Authorities enter into a power supply agreement with a Supplier, ComEd will continue to provide and service delivery of the electricity purchased from the Supplier, and metering, repairs and emergency service will continue to be provided by ComEd.

The Program may be terminated by an ordinance approved by a majority of the Village Board. Each individual Member receiving electric supply service under the Program will receive notification 45-90 days prior to termination of the Program, unless termination of the Program is contemporaneous with the expiration of the latest power supply agreement. In the event of termination, Members in the Program would either return to ComEd supply service or chose another supplier on their own.

B. Contents of the Bid. The Village, at its option, will execute a Power Supply Agreement with the selected Supplier, in accordance with the following:

1. Term. The Supplier is requested to provide rate quotes for terms of one year, two years and three years.
2. Power Mix. The Supplier is requested to provide rate quotes for the following energy mixes:
  - a. Lowest Price Mix. The lowest priced electricity supply available from the Supplier using, at a minimum, renewable energy resources required by the State of Illinois Renewable Portfolio Standard. Between comparable offers, the Village will give preference to any bidder that provides all of its power from sources other than coal.
  - b. 25% Renewable – REC Supported Mix. Electricity where any non-renewable sources are offset 25% by Renewable Energy Credits.
  - c. 50% Renewable – REC Supported Mix. Electricity where any non-renewable sources are offset 50% by Renewable Energy Credits.
  - d. 75% Renewable – REC Supported Mix. Electricity where any non-renewable sources are offset 75% by Renewable Energy Credits.
  - e. 100% Renewable – REC Supported Mix. Electricity where any non-renewable sources are offset 100% by Renewable Energy Credits.
3. Rate Guarantee. If the rates for Tariffed Service to a particular rate class are set below the Price during the Term of this Agreement, Seller will either (a) provide the Services to

Participating Customers in such class at a price equal to the rate for Tariffed Services, or (b) after taking all steps necessary to return all Participating Customers to the Electric Utility, terminate this Agreement without damages or early termination fees to either Party.

4. Other Charges. Neither the Village nor the selected ARES will impose any terms, conditions, fees or charges on any Member served by the Aggregation Program other than the terms and pricing sent to each member prior to the beginning of the first contract and subsequent contracts.
5. Additional Payment or Compensation. The selected ARES shall not provide any additional payments to the Village nor its representatives. Any payment to a consultant or legal counsel with which the Village is contracted by the supplier shall be fully disclosed. Any payment from a supplier to a contractor that is not disclosed may result in termination of the supplier contract.
6. Moving Accounts. Members moving out of the group will discontinue service. No fee or penalty shall be assessed by the supplier for termination of supply as a result of moving out of the boundaries of the Aggregation Group.
7. Qualifications. The selected Supplier will demonstrate that they meet all of the qualifications listed in **Section C** below.
8. Subcontractors. The selected Supplier 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 Supplier and will be required to otherwise comply with the requirements of the Service Agreement. The use of subcontractors whether approved or unapproved will not relieve the Supplier from the duties, terms and conditions in the Service Agreement. The selected Supplier shall be authorized resellers of electricity. As such their relationships with or energy producers shall not be considered subcontracts for purposes of this document.
9. Confidentiality. The selected Supplier shall guarantee confidentiality of information as required by Federal or State law.
10. Use of Customer Data. The selected Supplier shall not use the customer data provided to solicit members during the program nor after the conclusion of the program.
11. Customer Service. Bidders shall respond with information on how they will provide customer service to the Village.
12. Billing. The selected ARES shall be responsible for coordination with ComEd for all billing such that the members receive only one bill, issued and payable to ComEd, for both the supply and distribution of electricity.
13. Opt Out Notifications. The selected ARES shall provide an opt out process of fourteen (14) days. Proposers shall describe the manner and time in which the Opt Out

Notification process will be handled and the manner in which it communicates with ComEd to track customer participation in the Aggregation Program. The supplier will be responsible for the opt out mailer using the official Village logo. See Section 7C, Implementation Procedures for additional detail.

C. Qualification of Supplier. The selected Supplier must demonstrate that they satisfy each of the following requirements:

1. The Supplier must be certified by the Illinois Commerce Commission and registered with ComEd to do business in their service territory. Both the certification and registration ensure that Suppliers possess the managerial, technical, and financial competence to perform the services they offer. In addition, the Supplier must be registered for Purchase of receivables with Consolidated Billing with ComEd;
2. Maintain a Service Agreement for Network Integration Transmission Service under Open Access Transmission Tariff;
3. Maintain the necessary corporate structure to sell energy power supplies to the ComEd residential and small commercial retail customers in Glen Ellyn;
4. 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 Glen Ellyn;
5. Maintain the marketing ability to reach all ComEd residential and small commercial retail customers in Glen Ellyn to educate them on the terms of the Aggregation Program and the Act, ensuring that marketing materials take into account multiple modes of communication including but not limited to regular mail using the Village's envelopes, email distribution lists, websites, social media and phone contact;
6. Maintain a domestic call center capable of handling calls from Aggregation Members and a description of the command of authority to resolve issues;
7. Maintain a local or toll-free telephone number for customer service and complaints related to Aggregation Program with a detailed plan for communicating with multi-lingual customers or customers with disabilities;
8. Provide proof of the company's bond posting with the ICC;
9. Comply with all applicable laws and regulations of the State of Illinois.

D. Power Supply Bid Evaluation. The Village will evaluate the bids on the following criteria:

1. Ability to Meet Qualifications
2. Rates and corresponding power mixes

E. Acceptance of Proposal. The Village will accept a proposal that it determines to be in the

best interests of the Village. The Village reserves the right to reject all proposals.

## **VI. Power Supply Service Agreement**

The Village will enter into an agreement with a selected Supplier which contains the following minimum terms and conditions:

- A. Term. The Village's first Service Agreement shall be for at least one year, with a maximum of three years.
- B. Rate and Power Mix. The agreement shall specify the rates and the power mix as quoted in the bid.
- C. Compliance With Requirements in the Bid. The agreement shall require the Supplier to maintain all required qualifications, and to provide all services required in the Bid.
- D. Confidentiality of Customer Database. The Supplier shall preserve the confidentiality of all Aggregation Members' account information and shall agree to adopt and follow protocols to preserve that confidentiality. The Supplier, as a material condition of any contract, shall not disclose, use, sell or provide customer account information to any person, firm or entity for any purpose outside the operation of this Municipal Aggregation Program. This provision will survive the termination of the agreement. The Village and the Supplier, 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. During the term of the Power Supply Service Agreement, the Supplier must agree not to solicit or contract directly with eligible Aggregation Program customers for service or rates outside the Aggregation Program, and agrees not to use the customer information for any other marketing purposes.
- F. Hold Harmless. The Supplier must agree to indemnify and hold the Village of Glen Ellyn financially harmless from any and all financial obligations arising out of its role as facilitator of the Municipal Aggregation.
- G. Additional Services. The Agreement may provide that the Supplier will assist the Village in developing a Member Education Plan.
- H. Reporting. The agreement will provide that the Supplier will provide the Village with such reports and information as required in this Plan.
- I. Costs. All costs of the aggregation program development and administration will be paid by the Supplier.

## VII. Implementation Procedures

- A. Development of Customer Database. Pursuant to ICC regulations, after this Plan is approved by the Village, the Village Manager or his designee will then submit a Direct Access Request and Government Authority Aggregation Form to ComEd (ILL.C.C. No.10 Rate GAP Government Aggregation Protocols, Sheets 406-411, April 17 2011) requesting that it provide the Village with Retail Customer Identification Information. After selecting and contracting with a Supplier, the Village, under confidential agreement with the Supplier, will work with the Supplier, to remove any customers determined to be ineligible pursuant to Section 4 of this Plan.
- B. Maintenance of Accurate and Secure Customer Records. The Supplier will maintain a secure database of Customer Account Information. The database will include the ComEd account number, and Supplier account number of each active Member, and other pertinent information such as rate code, rider code (if applicable), and usage and demand history. The database will be updated on an ongoing basis. The Supplier will maintain the database in a secure and confidential manner. The Supplier will keep Customer Account Information for a minimum of two years following the termination of the service.
- C. Opt-Out Process. The Village's Aggregation Program is an Opt-Out program pursuant to 20 ILCS 3855/1-92. Any eligible electric account that opts out of the Aggregation Program pursuant to the procedures stated below will automatically be placed on the ComEd default tariffed service unless and until the account chooses another Supplier.
1. Manner of Providing Notices and Information. The Supplier will be required to pay for printing and mailing of all Aggregation and Opt-Out Notices. The Supplier will mail Aggregation and Opt Out Notices to the eligible account holders within the boundaries of Glen Ellyn at the address provided with the Retail Customer Identification Information provided by ComEd.
  2. Content of Notice. The Village and the Supplier will agree to the format and contents of the aggregation and opt-out notice prior to distribution or mailing. The notice will inform the electric account owner of the existence of the Aggregation Program, the identity of the Supplier, the rates to be charged. The notice will also inform PIPP customers of the consequences of participating in the Aggregation 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. The notice shall be signed by the Village Manager or his designee.
  3. Time to Respond. Aggregation Members shall have fourteen (14) days from the postmark date on the notice to mail the opt-out card back to the Supplier stating their intention to opt-out of the Village Aggregation Program. The time to respond shall be calculated based on the post mark date of the notice to the customer and the post mark date of the customer's response. The Supplier 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 this timeframe. Upon receipt of the opt-out reply, the Supplier will remove the account from the Aggregation Program. After the expiration of the fourteen (14) day opt-out period, the customer list shall become

final. All customers who have not opted out will be automatically enrolled in the Aggregation Program. Customers will not need to take any affirmative steps in order to be included in the program. In the event that an eligible Aggregation Member is inadvertently not sent an opt-out notice, or is inadvertently omitted from the Aggregation Program, the Supplier will work with the Village and the Member to ensure that the Member's decision to remain in, or opt out, of the Program is properly recorded and implemented by the Supplier.

- D. Notification to ComEd. Pursuant to ILL.C.C. No.10, Rate GAP, after the opt-out response period has expired, the Supplier shall submit the Opt Out responses to the Village, who will in turn submit those Opt Our responses to ComEd along with the rate to be charged to those customers pursuant to the Service Agreement. The Supplier will provide that information to the Village in the format ComEd requires. ComEd will then send the account numbers of participating Aggregation Members to the Village, who will in turn submit the account numbers to the Supplier. The Supplier will then initiate the conversion of those accounts within the ComEd system.

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

- E. Activation of Service. Following expiration of the "last chance" opt-out period, the Supplier will begin to provide electric power supply to the members of the Aggregation Program without consumer action. The service will begin on the customer's normal meter read date within a month when power deliveries begin under the Aggregation Program.
- F. Billing. Collection and credit procedures remain the responsibility of ComEd and the individual Aggregation Member. Members are required to remit and comply with the payment terms of ComEd. The Village will not be responsible for late payment or non - payment of any Member Accounts. Neither the Village nor the Supplier 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 Supplier will develop and implement a program to educate residential and small commercial retail Aggregation Members on the Aggregation Program, as well as energy efficiency and conservation tools. The educational plan shall clearly show the steps of municipal aggregation and the timeline necessary to implement the Program. It will provide detailed information on the impacts of the Program including but not limited to: customer rights, savings analysis, reliability and responsibility of both the Supplier and ComEd. The Supplier will also provide the Aggregation Members with updates and disclosures mandated by ICC and IPA rules.
- B. Universal Access. The Supplier will implement a process to provide universal access including Member Education for multi-lingual members and members with disabilities.

- C. Customer Service. The Supplier will develop and administer a customer service process that, at a minimum is able to: (i) accommodate Member inquiries and complaints about energy supply and services; and (ii) answer questions regarding the Program in general. This process will include a domestic call center or toll-free telephone number for customer inquiries; a description of how telephone inquiries will be handled; and a description of how communications between the Village, Supplier, and ComEd will be handled.
- D. Compliance with Laws. The Supplier will develop internal controls and processes to ensure that the 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 Supplier will deliver quarterly reports to the Village which substantiate that: (a) it generated or purchased electricity with the claimed attributes in amounts sufficient to match actual consumption by the Aggregation Members; (b) the electricity was supplied to the interconnected grid serving the Aggregation Members; and (c) the same generated electricity was not sold to more than one consumer. The report will show the source of the power and demonstrate that the power was provided in accordance with Renewable Portfolio Standards and the federal Clean Air Act regulations and permits.
  2. REC Reporting. To the extent applicable, the Supplier will deliver reports that provide competent and reliable evidence to support the fact that it purchased properly certified RECS in a sufficient quantity to offset the non-renewable energy provided in the mix.
  3. Aggregation Reports. The Supplier will provide the Village with quarterly reports showing the number of Members participating in the Aggregation Program and the total cost for energy provided to the Aggregation Program as compared to the ComEd's default tariffed service rates. In addition, the Supplier will report its efforts at member education.
- F. Termination of Service.
1. End of Term. The Village's service agreement with the Supplier will terminate upon its expiration, provided that the Supplier will continue to provide service at the current market rate on a month to month basis after the expiration of the contract term provided that the Village submits written notice to discontinue providing service within sixty (60) days.
  2. Early Termination. The Village will have the right to terminate the agreement prior to the expiration of the term in the event the Supplier commits any act of default. Acts of default include but are not limited to the following:
    - a. Breach of Confidentiality regarding Customer information.
    - b. The Supplier 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 bid.
- c. Com Ed's termination of its relationship with the Supplier.
- 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.
- h. The Village determines that the creditworthiness of the Supplier has diminished.

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

Nothing herein shall be construed to declare the foregoing remedies exclusive or otherwise limit the remedies available to the Village, at law or in equity, in the event of a Supplier default. The Village may elect whichever remedies to enforce, and in whatever order, in its sole discretion.

Upon termination for any reason, the Village will notify ComEd to return the Aggregation 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 Supplier 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 Supplier 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 Supplier or any act or omission of the Village in obtaining the services of the Supplier. Participants in the aggregation program shall assert any such claims solely against the Supplier pursuant to the power supply agreement, under which such participants are express third party beneficiaries.

## **IX. Reliability of Power Supply**

The Aggregation Program will only affect the generation source of power. ComEd will continue to deliver power through their transmission and distribution systems. Responsibility for maintaining

system reliability continues to rest with ComEd. If Members have service reliability problems, they should contact ComEd for repairs.

## **X. Information and Complaint Numbers**

Any electric customer, including any participant in the program, may contact the Illinois Commerce Commission for information, or to make a complaint against the Program, the Supplier or ComEd. The ICC may be reached toll free at 217-782-5793.

## **XI. Miscellaneous Provisions**

The operation of the Village's Aggregation Program may be impacted by the following:

- The Act as it may be amended from time to time;
- Federal Energy Regulatory Commission (FERC) tariffs as may be enacted or amended from time to time;
- Illinois Commerce Commission (ICC) rules and regulations as may be enacted or amended from time to time;
- ComEd tariffs as approved or amended from time to time by the ICC;
- Federal, State and local laws;
- Rules, regulations, and orders approved or enacted by federal, state or local regulatory agencies.

The Village reserves the right to modify or amend any of the provisions of this Plan consistent with any laws or regulations governing the Aggregation Program. Copies of this Plan will be available for inspection at the Civic Center (535 Duane Street, Glen Ellyn, IL 60137) or on the Village's website at [www.glenellyn.org](http://www.glenellyn.org).