

ENVIRONMENTAL SUSTAINABILITY COMMITTEE MEETING

Thursday, December 17, 2020 – 6:30 P.M.

REMOTE ACCESS MEETING

AGENDA

Please be advised that all of the Environmental Sustainability Committee members will be remotely attending this Committee meeting by electronic means, in compliance with Governor's Executive Order 2020-39, issued on May 29, 2020, that extended the suspension of certain Open Meetings Act provisions relating to in-person attendance by members of a public body. Specifically, the Governor's Order: (1) suspends the requirement in Section 2.01 that "members of a public body must be physically present;" and (2) suspends the limitations in Section 7 on when remote participation is allowed. This Executive Order is effective the duration of the current Gubernatorial Disaster Proclamation. The City will be providing members of the public with various opportunities to watch or attend this meeting, as well as provide public comment at the meeting. For example, members of the public can participate remotely in the meeting by following the public audience link which will provide both video and audio means to attend the meeting.

Public audience link:

<https://us02web.zoom.us/j/83607146791?pwd=KzVxcFFpK2Z0QXp6V1dhaHZkOTFwUT09>

Or dial by phone at: 312-626-6799

Webinar ID: 836 0714 6791

Passcode: 1861

I. CALL TO ORDER AND ROLL CALL

_____ Ald. Melanie Rummel, Chairman

_____ Ald. Jed Morris

_____ Ald. Jim Preschlack

II. INFORMATIONAL ITEMS

a. None

III. ACTION ITEMS

a. **APPROVAL OF OCTOBER 26, 2020 MEETING MINUTES**

b. **CONSIDERATION OF AMENDMENTS TO THE CITY'S PLAN OF OPERATION AND GOVERNANCE FOR ITS ELECTRICITY AGGREGATION PROGRAM**

– Presented by Mike Strong, Assistant City Manager

c. **CONSIDERATION OF SINGLE-USE PLASTIC RECYCLING PARTNERSHIPS**

– Presented by Layla Werner, Administrative Intern

IV. ADDITIONAL ITEMS

a. **REVIEW OF SUSTAINABILITY INITIATIVES & PRIORITIES** – Presented by Mike Strong, Assistant City Manager

V. PUBLIC COMMENT

VI. NEXT MEETING DATE(S)

VII. ADJOURNMENT

**ACTION ITEM:
APPROVAL OF
OCTOBER 26, 2020
MEETING MINUTES**

1 ENVIRONMENTAL SUSTAINABILITY COMMITTEE MEETING
2 Thursday, October 26, 2020 – 10:30 A.M.
3 REMOTE ACCESS MEETING
4

5 ROLL CALL/CALL TO ORDER
6

7 Chairman Melanie Rummel called the meeting to order at 10:30 A.M. Aldermen
8 Jed Morris and Jim Preschlack were present.
9

10 Staff in attendance included Mike Strong, Assistant City Manager; Michael
11 Thomas, Director of Public Works; Jim Lockefer, Management Analyst; Dan
12 Martin, Superintendent of Public Works; Cathy Czerniak, Director of Community
13 Development and Layla Werner, Administrative Intern.
14

15 Also in attendance was Greg Maxwell, Senior Vice President of Resource
16 Management Companies and Marcus Norman, Consultant.
17

18 There were approximately 10 members of the public that attended the meeting
19 remotely.
20

21 Chairman Rummel made the following statement as required by the Open
22 Meetings Act. In accordance with state statute, Chairman Rummel has made a
23 determination that it was not practical or prudent to schedule an in-person
24 Committee meeting because of the COVID-19 pandemic, which is why this
25 October 26, 2020 Environmental Sustainability Committee meeting is being held
26 remotely.
27

28 INFORMATIONAL ITEMS
29

30 I. UPDATE ON RECYCLING COSTS AND MARKETING CAMPAIGN –
31 Presented by Dan Martin & Marcus Norman, Norman Design
32

33 Assistant City Manager, Mike Strong introduced Superintendent of
34 Public Works, Dan Martin to update the Committee on recycling
35 costs, as well as the recycling campaign. Dan Martin explained
36 that the presentation would give additional background on the
37 marketing component to the recycling campaign and the
38 contract that the City has with Resource Management Companies.
39

40 Greg Maxwell, Senior Vice President of Resource Management
41 Companies presented an update on recycling methods He briefly
42 displayed current trends for different recyclable products and
43 market value for specific products with contamination.
44

45 The Committee had lengthy discussion on education campaigns
46 on contamination levels in the City. Greg Maxwell explained to the
47 Committee the strengths of the current educational campaign
48 being utilized in the City.

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Marcus Norman, Consultant gave a brief update on the recycling campaign being conducted by the City. He began his presentation by providing background on the purpose of the recycling campaign and discussed the various forms of communication utilized to be more interactive with residents. Mr. Norman explained the success of different forms of communication, stating that some initiatives have been put on hold, due to the COVID-19 pandemic.

Chairman Rummel asked if there were any questions or comments on this agenda item.

The Committee thanked Mr. Norman for his work on the recycling campaign.

The Committee had lengthy discussion about the continued education and tracking of the contamination rates within the City.

Chairman Rummel asked if there were any additional comments from the Committee, seeing none she asked if there were any questions or comments from the public.

Seeing none, she moved to the next agenda item.

**II. INTRODUCTION ON SUSTAINABILITY INITIATIVES & PRIORITIES –
Presented by Mike Strong**

Assistant City Manager, Mike Strong gave a brief overview of a preliminary list of sustainability initiatives and projects that the Committee may choose to prioritize in the future. He explained the processes and discussions that were conducted by MIST environment regarding how to weight and value specific projects, and ensuring that priorities are in alignment with the Committee, community, and City Council goals.

The Committee expressed their excitement on the potential for recommended next steps and how they could coordinate future recommendations with capital projects.

Chairman Rummel asked if there were any additional comments from the Committee, seeing none she asked if there were any questions or comments from the public.

Seeing none, she moved to the next agenda item.

97 **ACTION ITEMS**

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99 **I. APPROVAL OF SEPTEMBER 17, 2020 MEETING MINUTES**

100
101 Alderman Preschlack moved to approve the September 17, 2020
102 Environmental Sustainability Committee meeting minutes.
103 Alderman Morris seconded the motion. The following voted "Aye":
104 Chairman Rummel, Alderman Morris and Preschlack. The following
105 voted "Nay": None. 3-Ayes, 0 Nays, motion carried.

106
107 **II. REVIEW AND RECOMMEND APPROVAL TO CITY COUNCIL**
108 **SUSTAINABILITY ENHANCEMENTS TO CIP PROJECTS FOR FY2022 –**
109 **Presented by Mike Strong, Michael Thomas, Chuck Myers**

110
111 Assistant City Manager, Mike Strong introduced Director of Public
112 Works, Michael Thomas, to present on how staff has reviewed the
113 capital planning process to include sustainability enhancements.

114
115 Director of Public Works, Michael Thomas discussed the process of
116 updating the five year capital plan that is reviewed every year to
117 evaluate City owned infrastructure. Michael Thomas, Jim Lockfefer
118 and Chuck Myers presented potential projects such as the Old Elm
119 and Sheridan Parking Lot, Fire Department vehicle replacement,
120 Rockefeller/Loch Storm sewer ravine project, Seminary Ravine
121 sanitary/storm sewer study, South Park parking lot replacement,
122 and Waveland Park lot resurface and expansion, that could have
123 a sustainability aspect added to the project.

124
125 The Committee asked additional clarifying questions throughout
126 the presentation.

127
128 The Committee had additional discussion on ravine management
129 and a potential public education component to further explain
130 ravine enhancements.

131
132 Alderman Preschlack moved to recommend approval of the
133 sustainable project component to City Council to review at the
134 November budget meeting. Alderman Morris seconded the
135 motion. The following voted "Aye": Chairman Rummel, Alderman
136 Morris and Preschlack. The following voted "Nay": None. 3-Ayes, 0
137 Nays, motion carried.

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139 Chairman Rummel asked if there were any questions or comments
140 from the public.

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142 There was one question which was answered live with the Zoom
143 Q&A function.

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ADDITIONAL ITEMS

I. DEERPATH STREETSCAPE PROJECT UPDATE – Presented by Jim Lockefer

Public Works Management Analyst, Jim Lockefer gave a brief update on the Deerpath Streetscape, stating that the City has completed the phase one design process. During this process, the ad hoc committee solicited feedback from the community, that green infrastructure be incorporated into the final project plan. Jim Lockefer explained how the recommended tree trenches encompassed the sustainability aspect by improving storm water quality.

Chairman Rummel asked if there were any additional questions or comments from the Committee. Seeing none, she asked if there were any questions or comments from the public.

Seeing none, she moved to the next agenda item.

PUBLIC COMMENT

Chairman Rummel asked if there were any public comments on any non-agenda items.

Seeing none, Chairman Rummel moved to the next agenda item.

NEXT MEETING DATE(S)

ADJOURNMENT

Alderman Morris moved to adjourn the meeting of the Environmental Sustainability Committee at 12:07 P.M. seconded by Chairman Rummel. The motion carried unanimously by voice vote.

Respectfully Submitted,

Layla Werner
Administrative Intern

Reviewed by,

Mike Strong
Assistant City Manager

ACTION ITEM:
**AMENDMENTS TO THE CITY'S
PLAN OF OPERATION AND
GOVERNANANCE FOR ITS
ELECTRICITY AGGREGATION
PROGRAM**



MEMORANDUM
THE CITY OF LAKE FOREST
OFFICE OF THE CITY MANAGER

TO: Members of the Environmental Sustainability Committee
FROM: Mike Strong, Assistant City Manager
DATE: December 9, 2020
SUBJECT: Electricity Aggregation Program – Plan of Operation and Governance Review

Purpose and Action Requested

The purpose of this memorandum is to introduce a request to consider amendments to the City's Plan of Operation and Governance ("POGO") for its Electricity Aggregation Program. Such amendments are necessary in order for the City to engage in a joint procurement process with members of the North Shore Electricity Aggregation Consortium ("NSEAC") to enter into an electricity aggregation program which would offer alternative supply for residents and small businesses equal to the price of Commonwealth Edison's ("ComEd") supply rate.

This initiative could generate approximately \$50,000 per year in revenue for the City that may be used to purchase renewable energy credits ("RECs") and become an EPA Green Energy Community or to fund other environmentally sensitive or sustainability-related purposes.

City staff will introduce this item during the Committee meeting on Thursday, December 17, and will be seeking a recommendation from the Committee to move this initiative forward. If the Committee is supportive, the requisite public hearings and approval documents would be prepared for City Council consideration in early February 2021.

Background

On August 10, 2009, Governor Quinn signed into law Public Act 96-176, amending the Illinois Power Agency Act, which authorizes municipalities to arrange for the provision of electricity to residential and small commercial retail customers by alternative electric suppliers (instead of ComEd). Under the law, the City may seek bids for electricity supply services to these customers, in hopes that the selected rate will be lower than the standard rate offered by ComEd.

In 2011, the Cities of Highland Park, Lake Forest and Park Ridge, and the Villages of Deerfield, Glencoe, Lake Bluff, Northbrook and Skokie formed the NSEAC through an intergovernmental agreement. The NSEAC was established to act as a collective body of municipalities to create and manage municipal electric aggregation services on behalf of their residents and eligible businesses. NSEAC communities entered into power supply agreements in 2012-2015 and 2016-2017 and, by doing so, generated cost savings. However, all aggregation programs ended in 2017 when cost savings were no longer achievable.

Since this time, members of the NSEAC have monitored the market and have engaged in other energy policy efforts, including the Elgin Solar facility and the City's community solar program.

The NSEAC members have been researching a new aggregation model, coined "Aggregation 2.0", as a possible opportunity for municipalities to generate new revenue that can be used to fund municipal operations, sustainability initiatives and/or purchase RECs without risking rates that exceed ComEd's default rate. Under this new model, a select portion of the community's residential and small commercial customers, based on their average consumption, would be enrolled in an alternative supplier offering that would be equal to the ComEd default supply rate, for the duration of the contract. Unlike the original aggregation program, this new model allows for the savings in providing electricity to these consumers to be made available to the municipality in the form of grant funding. The new model assumes that these funds would be used to purchase renewable energy credits that, effectively, would increase the community's use of renewable resources to fulfill energy demands or for sustainability initiatives and programs that benefit the community.

Importantly, residents will not experience any distribution in the reliability of their service or change in their service priority by ComEd. However, current customers that are already enrolled in an alternate supply contract with an alternative provider, or who have enrolled in the City's Community Solar program would not be eligible to participate in this program as only current accounts being served on the default ComEd supply rate are eligible.

There are currently 64 municipalities in Illinois that have active power supply agreements under this model of municipal aggregation. Similar to the traditional aggregation programs the City has managed in the past, print communications and marketing materials, and customer service to residents would be handed by the alternative energy supplier, subject to review and approval by the City. Typically, the supplier will dedicate a toll-free call-in number, and website, to handle customer inquiries. Residents who are enrolled will continue to receive a bill from ComEd.

Due to the uniqueness of this new model, and its sophistication, the NSEAC's legal representation has advised that an amendment to the existing POGO will be necessary in order for communities to consider this initiative. Specifically, the original intent of the POGO was to establish an aggregation program that achieved guaranteed savings. The new model, which would not result in cost savings for customers, was not contemplated when the original POGO was adopted. This process will require public hearings and the adoption of an ordinance prior to acceptance of any competitive bids for a power supply agreement. Following adoption of the amendments, the NSEAC will conduct a request for proposals and the City will be able to consider accepting the winning proposal in the first quarter of 2021. Draft amendments to the existing Plan of Operations and Governance are attached.

Financial Impact

Outside of the nominal fees related with legal noticing requirements, there would be no expense to the City for proceeding with a municipal aggregation program under this new model. The City is projected to receive revenue of approximately \$50,000 per year based on an analysis that was performed in June 2020. The projection is a conservative value for budgeting purposes. The revenue that is earned may be used by the City for any purpose or the funds may be applied to the purchase of RECs to reduce the City's carbon footprint.

Next Steps

In order to engage in this new aggregation effort, the City must amend its Plan of Operation and Governance for its Municipal Aggregation Program. Amending the Plan of Operation requires two consecutive public hearings before adoption.

City Staff will be seeking a recommendation from the Committee to move this initiative forward. If the Committee is supportive, the requisite public hearings and approval documents would be prepared for City Council consideration in January/February 2021.

Attachments

- Plan of Operations and Governance Presentation for Committee Meeting
- Draft Amended Plan of Operations and Governance



ELECTRICAL AGGREGATION 2.0

PLAN OF OPERATION AND GOVERNANCE ("POGO") AMENDMENTS

ENVIRONMENTAL SUSTAINABILITY COMMITTEE

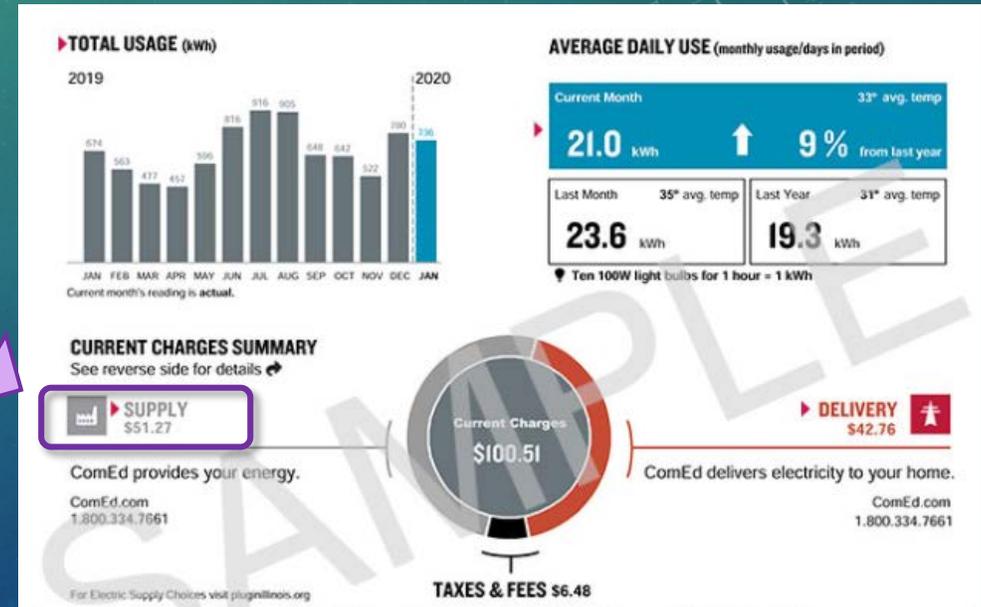
DECEMBER 17, 2020

MUNICIPAL AGGREGATION 101

- ***What is it?*** Authorizes municipalities to procure alternative electricity supply on behalf of residents and small business utility customers (using no more than 15,000 kWh/year) located within their boundaries
- ***How?*** Move all customers to alternative supplier...
 - Except opt-outs, ineligible customers, etc
- ***Why?*** Generate savings from lower supply costs...
 - Give aggregate savings back directly to customers through reduced rates

BACKGROUND

- August 2009 – PA 96-176 Authorized municipal electrical aggregation
- December 2011 – North Shore Electricity Aggregation Consortium (“NSEAC”) formed
- March 2012- Referendum approved in Lake Forest to allow municipal aggregation
- Action authorized the City to aggregate electricity supply and select an alternative energy supplier
- Executed two supply contracts (2012-2015), and (2016-2017)



AGGREGATION 1.0 COST TO SERVE



Alternative Provider Cost: 4.75¢/kWh < Commonwealth Edison Cost: 5.00¢/kWh

Figures are illustrative

AGGREGATION 1.0 - RECAP

- Initially high savings (~40%) due to ComEd's temporarily high costs resulting from legislation
- June 2012 – May 2015 Estimates:
 - \$36.5 million in savings across NSEAC
 - \$4.1 million in savings to Lake Forest residents
- Savings diminished as ComEd's legislatively required supply contracts expired and were replaced by lower cost contracts
- Idled aggregation in May 2017; no guaranteed pricing benefit since that time

AGGREGATION 2.0

- ***Current Challenge:*** Aggregation can deliver some savings against the current ComEd Rate – but not a guaranteed savings.
- ***Solution:*** “Aggregation 2.0”
 - Move low “cost to serve” customers to alternative supplier, and keep high “cost to serve” customers with ComEd
 - Except opt-outs, ineligible customers, etc.
 - Customers served by the alternative supplier receive the ComEd rate (including PEA adjustments)
 - Generate savings from lower supply costs

AGGREGATION 2.0 COST TO SERVE

Alternative Provider

ComEd Retail Tariff



Alternative provider cost:
3.5¢

ComEd cost: 5¢
(Customers all pay ComEd rate)

Figures are illustrative

AGGREGATION 2.0 SAVINGS POTENTIAL

	NSEAC Members							Total
	Highland Park	Lake Forest	Lake Bluff	Northbrook	Glencoe	Deerfield	Skokie	
Total Consumption (MWh)	232,023	384,971	52,654	396,569	64,559	198,317	508,994	1,441,518
Eligible Consumption (MWh)	141,230	114,905	25,858	130,599	49,232	72,328	157,962	561,516
Savings Estimate	\$85,400	\$51,800	\$12,900	\$97,900	\$28,200	\$49,900	\$124,000	\$450,100
RECs as % of Total Consumption	29%	11%	20%	20%	35%	20%	19%	25%

RENEWABLE CREDIT IMPACT (ESTIMATE)

	Lake Forest	Total NSEAC
Estimated Annual KWh of Renewable Energy (RECs)	~ 42,346,810 kilowatt hours	~360,379,500 kilowatt hours
<i>is equal to the carbon emissions from</i>		
Gallons of gasoline consumed	~ 3,369,066 (396 tanker trucks)	28,671,399 gallons (3,373 tanker trucks)
<i>- or -</i>		
Pounds of coal burned	32,990,752 (165 railcar loads)	280,757,643 pounds (1,401 railcar loads)
<i>- or -</i>		
Annual <u>electricity</u> usage by X homes	5,069 homes	43,140 homes

Estimates are EPA greenhouse gas equivalencies

TIMELINE & NEXT STEPS

- January 19 – City Council
 - First public hearing (required by statute)
- February 1 – Consider:
 - Second public hearing (required by statute)
 - Amend Plan of Operation and Governance
 - Amend NSEAC Intergovernmental Agreement
- End of Q1 2021
 - Consider NSEAC-solicited proposals for Aggregation 1.0 and 2.0 options

QUESTIONS

The background is a vertical gradient from light blue at the top to dark blue at the bottom. It features faint, semi-transparent technical diagrams. On the right side, there is a large circular scale with numerical markings from 80 to 200. Below it, there are several concentric circles and dashed lines, some with arrows indicating direction. In the bottom left corner, there are more faint circular elements and arrows.

The City of Lake Forest
Electricity Aggregation Program
Plan of Operation & Governance

February 1, 2021

Deleted: April 2, 2012

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I. HISTORY AND PURPOSE OF MUNICIPAL AGGREGATION

Pursuant to Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92, the City of Lake Forest is authorized to aggregate the electric loads of small commercial and residential customers located within its municipal boundaries (herein referred to as “municipal aggregation”). As part of the municipal aggregation, the City of Lake Forest may 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.

Additionally, the Act also states:

The corporate authorities or county board may also exercise such authority jointly with any other municipality or county. Two or more municipalities or counties, or a combination of both, may initiate a process jointly to authorize aggregation by a majority vote of each particular municipality or county as required by this Section.

The municipalities of Deerfield, Glencoe, Highland Park, Lake Bluff, Lake Forest, Northbrook, Park Ridge, and Skokie, voluntarily and through a formal Intergovernmental Agreement, have formed the “North Shore Electricity Aggregation Consortium” (“Consortium”) to facilitate their cooperation toward obtaining the lowest possible electricity rates for their respective residents and small businesses. The Consortium seeks to collectively aggregate the retail electric loads of eligible residents and small commercial retail accounts and to solicit bids for the purchase of that electricity. The City, as a member of the Consortium, intends to solicit bids seeking various pricing options, contract terms, and options for increased volumes of renewable energy. With its large quantity of eligible electric accounts, the Consortium has the potential to attract lower rates that are competitive with default tariff service rates for its residents and small businesses, while also acquiring a cleaner portfolio of power supply.

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Deleted: current

In accordance with the Act, on November 21, 2011, the City approved Resolution No. 2011-23, authorizing the placement of a referendum on the March 20, 2012 ballot, seeking authority to create an opt-out municipal aggregation program for its residents and small business customers. Voters approved the municipal aggregation referendum at the March 20, 2012 primary election. Record of the authorizing votes for the referendum is included in Attachment A to this Plan of Operation and Governance.

Prior to the passage of the referendum, the Consortium retained the services of a Consultant to assist with planning and implementing the Program, bidding and selecting the electricity supplier, and advising Consortium participating municipalities on public outreach and education related to municipal aggregation.

Residential and small commercial retail customers often lack the resources to conduct due diligence and negotiate favorable terms with alternate retail electric suppliers on their own. The Program not only provides these services, but provides the bargaining power achieved through the size of the Consortium. The municipal aggregation program is designed to create public benefits that do not increase the amount that residents and small businesses pay for electric energy power supply and gain other favorable terms of service. Examples of these benefits may include: reduced electricity supply rates for customers, additional revenue for municipal programs that support energy efficiency and sustainability, and increased utilization of renewable energy in meeting the retail electric needs of consortium Communities.

Deleted: reduce

Neither the Consortium nor its participants will buy or resell power. Rather, the Consortium has competitively bid, and will negotiate, a contract with a competent and licensed alternative retail electric supplier (ARES) on behalf of the Consortium participants to provide electric supply at contracted rates to residents and small

businesses in each Consortium community. The ARES shall provide accurate and understandable pricing and facilitate opt-out notifications. The ARES will also perform ancillary services for the Consortium participants as described in this Plan.

Because the City adopted an opt-out aggregation program, all eligible customers located within the City will participate in the Program unless they affirmatively elect to opt out of the Program. By identifying the procedures by which customers may opt-out of the Program, the City 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 the City plan for:

- 1) Providing universal access to all applicable residential customers and equitable treatment of applicable residential 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.

Consortium participants conducted a public outreach campaign to educate Consortium residents and small businesses about the Program, and to gather input regarding their preferences for the development of this Aggregation Plan of Operation and Governance. 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 will follow the Plan of Operation and Governance set forth in this document. Amendments to this Plan of Operation and Governance may be adopted in accordance with the Act at the option of the City.

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 municipality 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 City or the Consortium 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 City Municipal Aggregation Program.

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

“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 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).

“City” shall mean the City of Lake Forest.

“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.

“Consortium” shall mean the North Shore Electricity Aggregation Consortium.

“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 City.

“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.

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

“Load” shall mean the total demand for electric energy required to serve the City 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 ARES, 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 City and the Alternative Retail Electric Supplier.

“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 ARES in connection with the implementation of the Aggregation Program.

“Small Commercial Retail Customer” shall mean a retail customer that consumes 15,000 kilowatt-hours or less of electricity; 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.

III. ROLE OF THE CONSORTIUM

- A. The Consortium, with the assistance of the Consultant, has conducted a Joint Power Supply Bid, utilizing the agreed-to technical specifications, bidder requirements, bidding processes, and contract documents, to select a single Alternative Retail Electric Supplier (ARES). The Consortium has evaluated the bids received and has recommended a single Alternative Retail Electric Supplier to serve as the electricity supplier to all participating municipalities in the Consortium.
- B. After passage of the referenda within the Consortium participant municipalities, the Consortium, with the assistance of the Consultant, prepared and submitted to ComEd a warrant, demonstrating the passage of each Consortium participant’s referendum and requesting the identification of retail and small commercial electric customer account information and generic load profiles for each Consortium participant.
- C. After the adoption of this Plan, the corporate authorities of the City will consider approval of the Power Supply Agreement with the selected ARES for the provision of electrical power to the City’s Program pursuant to the Joint Power Supply Bid.
- D. After the adoption of this Plan, the Consortium, with the assistance of the Consultant, shall prepare data requests for each Consortium participant to submit to ComEd seeking the generic account data of residential and small commercial retail customers for the Consortium participant.

IV. ROLE OF THE CITY

- A. The City shall be responsible for all financial obligations identified in the intergovernmental agreement establishing the Consortium.
- B. 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.

- C. The City shall be responsible for providing the Consultant and ARES with resources and publicly available material to screen out customers who are not located within the municipal boundaries. Those resources may include any or all of the following: property records, water and/or sewer records, fire and/or police department address records, 911 address records, street listings, and maps.
- D. The City shall adopt: (1) an ordinance authorizing an opt-out electric aggregation program; and (2) this Plan of Operation and Governance.
- E. The City may accept or reject the Consortium's selected ARES or Power Supply Agreement. The City is under no obligation to enter into any Power Supply Agreement with any ARES and may, in its discretion, choose to have its aggregation members remain on Com Ed's default tariff service, or to re-bid the electric service under the same or amended terms of this Plan.
- F. The City and Consultant will review the customer list to remove ineligible customers; provided however, that the City and Consultant shall have no responsibility to potential aggregation Members or the ARES for the accuracy of the customer account information provided.
- G. The City shall forward to ComEd requests for consumer account data.
- H. The City 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. The City may assign access to the customer information to the Consultant for the purposes of soliciting supply and service bids on behalf of the City. 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.
- I. The City is not responsible for providing electricity to the members of the Aggregation, or for billing or collecting for electricity provided under any ARES power supply agreement, and has no responsibility beyond the duties described herein. ComEd will continue to provide a single bill to Aggregation Members for all electrical charges.

V. ROLE OF THE AGGREGATION CONSULTANT

- A. Duties. The Aggregation Consultant shall advise the Consortium and the City and shall assist the City with the development and implementation of its Municipal Aggregation Program, including advising staff and elected officials on all aspects of the program; developing all necessary documents, soliciting and reviewing bids received, making recommendations as appropriate, and monitoring the ARES' compliance with the requirements of the Power Supply Agreement.
- B. Required Independence and Disclosures. As required by the Electric Service Customer Choice Act, 220 ILCS 5/16-101 *et seq.*, the Consultant will be in a fiduciary relationship with the Consortium and owes the Consortium and its participating municipalities the duty of loyalty and independent judgment. The Consultant will be disqualified if it acts as the agent for any ICC-certified ARES. It is the duty of the Consultant to disclose any such relationships to the Consortium and 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 Consortium of the agreement between the Consortium and the Consultant.

- C. Fee. The Consultant shall be paid directly by the Consortium in accordance with the separate agreement between the Consortium and the Consultant. The Consortium will be reimbursed by the ARES with whom the City enters into a Power Supply Agreement, in a manner to be approved by the Consortium and the City.
- D. Confidentiality. The Consultant shall not have access to any confidential customer account information unless so allowed by the City and 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 provided by its agreement with the Consortium, 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 the Aggregation Program.
- E. Consortium Assistance. The Consultant shall advise the City on any changes in laws, rules, tariffs or any other regulatory matter that impacts the Aggregation during the term of the Power Supply Agreement.
- F. Ownership of Work Product. The Consultant shall not: (1) use any City or Consortium work product for any other client; or (2) represent any City or Consortium work product as its own.

VI. POWER SUPPLY AGREEMENT

The City, at its option, will execute a Power Supply Agreement with the selected ARES, in accordance with the following:

- A. Term. The City's first Power Supply Agreement shall be for a minimum of a one-year period. If the Agreement is extended or renewed, the Consultant will notify the City of changes in the rules of the ICC and IPA that require changes in rates or service conditions. The City will have the discretion to set the length of any subsequent contract term.
- B. Rate. The agreement shall specify the approved rates or pricing structure and the power mix for the Program, and shall specify additional fees (if any).
- C. Supply of Power. The ARES shall supply electricity for the program that includes: (1) the minimum renewable energy resources required by the State of Illinois Renewable Portfolio Standard; and (2) at the option of the City, electricity that exceeds the current renewable energy resource requirements of the Illinois Renewable Portfolio Standard by securing Renewable Energy Credits sourced through PJM-registered hydroelectric, wind, solar, photovoltaic or captured methane-landfill gas.
- D. Compliance with Requirements in the Bid. The agreement shall require the ARES to maintain all required qualifications, and to provide all services required pursuant to the Joint Power Supply Bid.
- E. Compliance with Plan. The Agreement shall require the ARES to provide all services in compliance with this Plan, as may be amended. Specifically, and without limitation of the foregoing, the ARES shall provide the City with such reports and information as required in this Plan.
- F. Non-Competition. The ARES must agree not to solicit or contract directly with eligible Aggregation Program members for service or rates outside the Aggregation Program, and agrees not to use the member information for any other marketing purposes.

Deleted: The Power Supply Agreement may also provide that the City and the ARES will cooperate in good faith to implement a process by which individual customers may elect, in their sole discretion and at their own expense, electricity in excess of the current renewable energy resource requirements of the Illinois Renewable Portfolio Standard.

- G. Hold Harmless. The ARES must agree to hold the City harmless from any and all financial obligations arising from the Program.
- H. Insurance. The ARES shall obtain and maintain, for the duration of the Power Supply Agreement, such proof of insurance and performance security as the City deems necessary.
- I. Additional Services. The Agreement may provide that the ARES will assist the City in developing a Member Education Plan. The Agreement may provide that the ARES will assist the City in developing Energy Efficiency and/or Demand Response programs. The Agreement will not preclude the City from developing its own Member Education, Energy Efficiency, and Demand Response programs. The Agreement may also provide that the ARES will assist the City in developing and managing programs that expand Member access to energy-related services and products deemed appropriate by the City.
- J. Fees and Charges:
1. Additional Fees Prohibited. Neither the City nor the ARES will impose any terms, conditions, fees, or charges on any Member served by the Program unless the particular term, condition, fee, or charge is: (a) identified in this Plan; and (b) clearly disclosed to the Member at the time the Member enrolls in, or chooses not to opt out of, the Program.
 2. ComEd will continue to bill for late payments, delivery charges, and monthly service fees. These charges apply whether or not a Member switches to the ARES.
 3. Termination, Enrollment, and Switching Fees shall not be charged except as permitted by this Plan.
- K. Costs. All costs of the aggregation program development and administration will be paid by the ARES. Specifically, and without limitation of the foregoing, the ARES shall reimburse the City for all professional, legal, Consultant, and administrative costs incurred by the City in connection with its adoption of its Aggregation Program and the negotiation and execution of the Power Supply Agreement.
- L. Termination of Service.
1. End of Term. The Power Supply Service Agreement with the ARES will terminate upon its expiration. In the event that a renewal or new Power Supply Service Agreement has not been executed, the ARES will continue to provide service on a month to month basis after the expiration of the contract term until the City provides it with 30 day written notice to discontinue providing service, at the rate set forth in the Power Supply Service Agreement.
 2. Early Termination. The City will have the right to terminate the Power Supply Agreement prior to the expiration of the term in the event the ARES commits any act of default. Acts of default include but are not limited to the following:
 - a. Breach of confidentiality regarding Member information;
 - b. 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 Joint Power Supply Bid;

- c. Com Ed's termination of its relationship with the ARES;
- d. Any act or omission which constitutes deception by affirmative statement or practice, or by omission, fraud, misrepresentation, or a bad faith practice;
- e. Billing in excess of the approved rates and charges;
- f. Billing or attempting to collect any charge other than the approved kWh rates and contractually approved charges; or
- g. Failure to perform at a minimum level of customer service required by the City.

Upon termination for any reason, the City will notify ComEd to return the Aggregation Members to the Default Tariff Service. Upon termination, each individual Member will receive written notification from the City of the termination of the Program.

VII. PRICING

- A. Commodity Price Rate or Structure. The Consortium and the Consultant will request and consider fixed or variable commodity price offers from one or more ARES as part of a competitive procurement process.
- B. Recording. The commodity price or price structure established for the Consortium will be added to the pricing appendix in each Consortium participant's Power Supply Agreement. Costs associated with additional Renewable Energy Credits may be added to the commodity price or price structure settlement at the discretion of the City.

VIII. IMPLEMENTATION PROCEDURES

- A. Development of Member Database. Pursuant to ICC regulations, after this Plan is approved by the City, the City Manager or his or her 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 City with Retail Customer Identification Information. ComEd will provide the City with the requested information within 10 business days after receiving the request in accordance with those adopted protocols.

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

1. The customer is not located within the City;
2. The customer has a pre-existing agreement with another ARES and has not delivered to the City a written request to switch to the Aggregation Program;
3. The customer has free ComEd service;
4. The customer is an hourly rate ComEd customer (real time pricing);
5. The customer is on ComEd's electric heat rate;

Deleted: <#>Pricing Methodology. The City and the Consortium intend to establish a price for the purchase of electricity for the Program by first setting a fixed price for the vendor margin to be paid to the selected ARES, and then by adding the established vendor margin to the market price. The City and the Consortium reserve the right to establish a price through a different methodology as may be developed by the City, the Consortium, and the selected ARES. ¶

<#>¶
<#>Commodity Price Settlement. The Consortium and the Consultant will request and receive from the selected ARES daily market price quotes for a period of not less than 12 months, upon: (i) the approval of the referendum in each municipality participating in the Consortium; (ii) approval by each municipality of the Program and the Plan; and (iii) execution by each municipality of its Power Supply Agreement with the selected ARES. The daily market price quotes will detail the line item costs of energy supply, capacity, transmission, and ancillary services available to the Consortium that day. The daily market price quotes will be reviewed by the Consultant to establish that the individual pricing details are (i) consistent with market prices and tariffs; and (ii) consistent with the terms of the Power Supply Agreement. If the daily market price quote is deemed unacceptable, the Consortium municipalities will not be obligated to accept the pricing. If the daily market price quote is deemed acceptable by the Consultant, the Consultant will inform the representatives of each Consortium participant of the price and pricing components and recommend acceptance. If accepted, the representatives of each Consortium participant will affirm acceptance of the commodity price plus the approved vendor margin verbally and in writing to the selected ARES on that same day. ¶

~~6. The customer has a community solar subscription; or~~

Deleted: or

~~7. The customer is on a ComEd bundled hold (i.e. the customer recently terminated service from a different ARES and re-established service through ComEd).~~

Deleted: 6

The ARES and the City will complete this eligibility review within 5 business days.

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

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

Except as expressly permitted in the Power Supply Agreement, the ARES shall treat all customers equally and shall not deny service to any customer in the Aggregation, or alter rates for different classes of customers other than by offering the rates set forth in the Power Supply Agreement.

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

The ARES shall preserve the confidentiality of all Aggregation Members' account information and of the database, and shall agree to adopt and follow protocols to preserve that confidentiality. The ARES, as a material condition of any contract, shall not disclose, use, sell or provide customer account information to any person, firm or entity for any purpose outside the operation of this Municipal Aggregation Program. This provision will survive the termination of the agreement. The City, 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. The ARES will keep Customer Account Information for a minimum of two years following the termination of the Power Supply Agreement.

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

1. Manner of Providing Notices and Information. The ARES will be required to pay for printing and mailing of all Aggregation and Opt-Out Notices on City envelope and letterhead. The ARES will mail Aggregation and Opt-Out Notices to the eligible account holders within the boundaries of the City at the address provided with the Retail Customer Identification Information provided by ComEd. The ARES must manage the Opt-Out Notice process under the supervision of the City and the Consultant. A single database must be used to track account enrollment and billing data.
2. Content of Notice. The City and the ARES will agree to the format and contents of the Aggregation and Opt-Out Notices prior to distribution or mailing. No such Notice shall be distributed or mailed except upon the express prior approval of the City. The Notice will inform the electric account owner of the existence of the Aggregation Program, the identity of the

ARES, and the rates to be charged. The Notice will also inform PIPP customers of the consequences of participating in the Aggregation.

The Notice will provide a method for customers to opt out of the Aggregation Program. The Notice shall indicate that it is from the City, and include the City name and logo on the envelope. The Notice shall be signed by a duly-authorized representative of the City.

Aggregation Members shall have 21 calendar days from the postmark date on the notice to mail the Opt-Out card back to the ARES stating their intention to opt out of the City Aggregation Program ("*Opt-Out Period*"). The ARES may offer additional means of opting out, such as a toll-free number, website, smart device quick response code, email address or fax number, each of which must be received within the Opt-Out Period. Upon receipt of an opt-out reply, the ARES will remove the account from the Aggregation 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.

After the expiration of the Opt-Out Period, the Member list shall become final. All customers who have not opted out will be automatically enrolled as Members in the Program. Customers will not need to take any affirmative steps in order to be included in the Program.

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

3. Notification to ComEd. Pursuant to ILL.C.C. No.10, Rate GAP, after the Opt-Out Notice period has expired, the ARES shall submit the account numbers of participating Aggregation Members to ComEd and the rate to be charged to those members pursuant to the Power Supply Agreement. The ARES will provide that information to ComEd in the format ComEd requires.
4. ComEd will then notify members that they have been switched to the ARES and provide the member with the name and contact information of the ARES. Members will have the option to rescind their participation in the program according to procedures established by ComEd and the ARES.

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

E. Enrollments:

1. New Accounts. The ARES must facilitate the addition of new member accounts to the Aggregation Program during the term of the Power Supply Agreement. Residents and businesses that move into the community after the Opt-Out Period will NOT be automatically included in the Aggregation Program. Members wishing to opt-in to the Aggregation Program may contact the ARES to obtain enrollment information. All new accounts shall be entitled to the rates set forth in the Power Supply Agreement.

2. Re-Joining the Aggregation Group. After opting out, Members may rejoin the Program at a later date in the same manner as new residents moving into the City. These members may contact the ARES at any time to obtain enrollment information. The ARES must make commercially reasonable efforts to provide electric power supply to all such re-joining Members at the rates set forth in the Power Supply Agreement.
3. Percentage of Income Payment Plan (PIPP) participation. The ARES must facilitate billing for residents enrolled in the PIPP bill payment assistance program for low-income residential customers. The ARES must also notify PIPP customers of the consequences of participating in the Aggregation.
4. Change of Address. Members who move from one location to another within the corporate limits of the City shall retain their participant status, pursuant to Section VIII.G.4 of this Plan.
5. The ARES will establish procedures and protocols to work with ComEd on an ongoing basis to add, delete or change any member participation or rate information.

F. Member Services:

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

- d. Multilingual Services. The ARES must provide customer service for Members requiring non-English verbal and written assistance.
 - e. Hearing Impaired. The ARES must provide customer service for hearing impaired Members.
3. The ARES will provide the Aggregation Members with updates and disclosures mandated by ICC and IPA rules.

G. Billing and Fees.

1. 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 City will not be responsible for late payment or non-payment of any Member accounts. Neither the City nor the ARES shall have separate credit or deposit policies for Members.
2. Early Termination. Members may terminate service from the ARES without penalty if they relocate outside of the City. Members who did not opt out of the Program during the Opt-Out Period and who later leave the Program for other reasons may be assessed an early termination fee by the ARES in the amount set forth in the Power Supply Agreement, but in no event in an amount greater than \$25.
3. Enrollment Fee. For any new Member that joins the Program after the activation of service by the ARES for the City, the ARES may charge an enrollment fee only to establish service at a property for which the ARES had not previously provided service in the preceding 30 days. The ARES shall not charge any enrollment fee with respect to any property for which the identity of the Member is changed but at which service is interrupted for a period of less than 30 days. Any enrollment fee authorized pursuant to this Paragraph shall be in the amount set forth in the Power Supply Agreement, but in no event in an amount greater than \$25.
4. Switching Fee. Members changing residency within the City will not be assessed early termination or enrollment fees. The ARES shall continue service at the same rate and under the same terms and conditions for any Member who relocates within the City prior to the expiration of the contract term, providing that the Member notifies the ARES of his or her desire to do so with 30 days' notice. Moving within the City may cause the Member to be served for a brief period of time by ComEd. The ARES shall have the right to bill the participant for any associated switching fee imposed by ComEd.

- H. Reliability of Power Supply: The Program will only affect the generation source of power. ComEd will continue to deliver power through their transmission and distribution systems. Responsibility for maintaining system reliability continues to rest with ComEd. If Members have service reliability problems, they should contact ComEd for repairs. The ICC has established "Minimum Reliability Standards" for all utilities operating distribution systems in Illinois. Member outages, duration of outages, interruptions, etc., are monitored to ensure reliability remains at satisfactory levels. In addition to maintaining the "wires" system, ComEd is required to be the "Provider of Last Resort," meaning that should the Vendor fail for any reason to deliver any or all of the electricity needed to serve the Members' needs, ComEd will immediately provide any supplemental electricity to the Members as may be required. ComEd would then bill the ARES for the power provided on their behalf, and the Members would incur no additional cost therefor.

IX. ADDITIONAL SERVICE TERMS AND CONDITIONS

- A. Member Education. At the direction of the City, the ARES will assist the City in developing a Member Education Plan.
- B. Reporting. The ARES will provide to the City and to the Consultant the following reports:
1. Power Mix Reporting. The ARES will deliver quarterly reports to the City and the Consultant which substantiate that: (a) it generated or purchased electricity with the claimed attributes in amounts sufficient to match actual consumption by the 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 Renewable Portfolio Standards and the federal Clean Air Act regulations and permits.
 2. REC Reporting. The ARES will deliver reports that provide competent and reliable evidence to support the fact that it purchased properly certified REC in a sufficient quantity to offset the non-renewable energy provided in the mix.
 3. Aggregation Reports. The ARES will provide the City 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.
- C. Limitation of Liability. The City shall not be liable to Aggregation Members for any claims, however styled, arising out of the aggregation program or out of any City act or omission in facilitating the Municipal Aggregation Program.

X. INFORMATION AND COMPLAINT NUMBERS

Copies of this Plan will be available from the City free of charge at www.cityoflakeforest.com. Call 847-234-2600 for more information. Any electric customer, including any participant in the City's aggregation program, may contact the Illinois Commerce Commission for information, or to make a complaint against the Program, the ARES or ComEd. The ICC may be reached toll free at 217-782-5793.

ACTION ITEM:
**CONSIDERATION OF
SINGLE-USE PLASTIC
RECYCLING PARTNERSHIPS**



MEMORANDUM

THE CITY OF LAKE FOREST

OFFICE OF THE CITY MANAGER

TO: Members of the Environmental Sustainability Committee
FROM: Layla Werner, Administrative Intern
DATE: December 11, 2020
SUBJECT: Review of Single-use Plastic Bag Recycling Partnerships

Purpose and Action Requested

The City is considering engaging in a partnership to begin a single-use plastic educational recycling campaign. While multiple companies provide recycling bins to businesses, specifically for single-use plastics, others supply educational tools and materials for communities to conduct campaigns and challenges. Since single-use plastic bags and other specific plastics cannot be placed in a residential recycling bin, engaging in an educational campaign will help community members recycle effectively, utilizing the correct locations to drop off plastic film and bags.

Conducting a single-use plastic recycling campaign aligns with the current goals of the Rethink Recycling campaign and additional initiatives the Committee has discussed and recommended. The current environment prohibits the use of reusable bags at grocery stores, and restaurant carry out has presented an increased use in single-use plastic bags. Engaging with an organization to promote recycling single-use plastics at specified locations will help the Committee work to achieve one of its many stated goals.

Review of Potential Partnerships

Staff conducted a comprehensive review of three potential partnerships that the City could engage. Each company identified was further researched for opportunities to organize a single-use plastic bag recycling campaign. The prospective organizations are Bunzl, Trex, and SWALCO.

Bunzl is an international distribution group that currently supplies multiple grocery stores with specific products. While also being a distributor, they collect single-use plastic bags from business locations that are then provided to manufactures to use in the production of new products. Bunzl does not offer educational tools, community campaign support, pamphlets, or literature.

Trex is a composite decking company that utilizes single-use plastics to create an eco-friendly, easy to maintain alternatives to traditional wood decking. Their boards contain 95% recycled materials, and the company saves 400 million pounds of plastic and wood from landfills annually. Trex offers a sufficient amount of educational tools, at no cost, which can be utilized by communities, universities, and other organizations interested in conducting a recycling challenge. Jewel-Osco in Lake Forest and Kohl's in Vernon Hills currently partner with Trex and are already designated pickup locations for single-use plastic bags. The Village of Northbrook and the Village of Mount Prospect currently utilize drop off locations at local businesses provided by Trex. Additional information from Trex is attached below.

SWALCO (the Solid Waste Agency of Lake County) has an overall goal to provide Lake County residents with the programs and infrastructure necessary to divert as much material from final disposal as possible. Unfortunately, they do not currently have an educational campaign for single-use plastic bags, though further discussion with the group offered a potential future partnership to begin a campaign county-wide. Additional information provided by SWALCO is attached below.

Next Steps/ Action Requested

Staff will present its findings during the Committee meeting and will be requesting direction from the Committee to proceed with engaging in a partnership and conducting a single-use plastic recycling campaign.

plastic film recycling challenge info sheet



1 How does the challenge work?

Determine a six-month collection time period.

Collect a minimum of 500 lbs. or 40,500 plastic film and bags.

Weigh and record amount of film recycled each month.

Deliver the collected plastic film to a participating retailer (see list) for recycling.

Report recycling totals to Stephanie Hicks, shicks@trex.com each month.

What can be recycled?

All plastic must be clean, dry and free of food residue.



Grocery bags



Bread bags



Bubble wrap



Dry cleaning bags



Newspaper sleeves



Ice bags



Plastic shipping envelopes



Ziploc & other reclosable food storage bags



Cereal bags



Case overwrap



Salt bags



Pallet wrap & stretch film



Wood pellet bags



Produce bags

2 What does Trex provide?

- Two recycling bins
- Posters
- Award

3 Award

- If goal is met or exceeded, group will receive a Trex bench.

**ADDITIONAL ITEM:
REVIEW OF
SUSTAINABILITY
INITIATIVES &
PRIORITIES**

RECYCLING GUIDELINES

YES!



METAL
Steel & aluminum
containers and foil



PAPER
Cardboard (flattened),
office paper, newspaper, magazines

**Clean &
Empty**
LEAVE CAPS
& LIDS ON



**FOOD &
BEVERAGE
CARTONS**



GLASS
Bottles & jars only



PLASTIC
Bottles, tubs,
& jugs only

NO!



**Do Not Bag
Recyclables**



**No Plastic Bags
or Product Wrap**
Return clean
to retailer



No Tanglers
Hangers, hoses,
wire, cords,
ropes or chains



**No Food, Liquid,
Diapers, Batteries,
or Needles**



No Big Items
Electronics, wood,
propane tanks, scrap
metal or styrofoam
For other options,
visit swalco.org for
our online "Where Do
I Recycle This?" guide



**No Clothing,
Textiles or Shoes**
Visit swalco.org for a list
of Clothing & Textile or
Reuse-A-Shoe collection
drop-off sites

To find out more about recycling in Lake County, Illinois, or what you can do with items not accepted in your recycling cart (including other recycling and reuse programs), visit swalco.org or contact SWALCO at 847-377-4950.

January 2020



CITY OF LAKE FOREST SUSTAINABILITY PROJECT IDEA LOG

Updated

12/11/2020

Category	Project or Policy Initiative	Basic Scope	Source Document	Project Scoring		Priority Level 1 = ≥50 2 = 25-49 3 = <25	Recommended Next Step
				Triage	Vetting		
Energy Efficiency & Renewable Energy	Municipal-Sponsored Community Solar Program	Launch community solar program to secure access to community solar subscriptions for Lake Forest residents.	Sustainability Plan	N/A	N/A	N/A	In Process
Waste Infrastructure & Management	Rethink Recycling Campaign	Develop programs/policies to increase the recycling rate and encourage responsible disposal of non-recyclable waste.	Sustainability Plan	N/A	N/A	N/A	In Process
Energy Efficiency & Renewable Energy	Community Choice Aggregation Program (100% Renewable Energy Credit)	Explore opportunity to engage in a community choice aggregation (CCA) program to procure power on behalf of residents, businesses, and municipal accounts from an alternative energy supplier that offers 100% green energy.	Sustainability Plan	4	66	1	Explore Policy Action or Modification to Operations, Ordinance, Codes
Sustainable Development	Create a framework to encourage and support investments by private property owners in sustainable development.	Consider incentives such as streamlined review processes and reduced permit fees, or regulations, to encourage developers and property owners to incorporate green building materials, techniques and practices into development and redevelopment projects. Including, but not limited to: pervious rather than impervious surfaces, reduced hardscape, rain gardens, solar installations, geo-thermal installations, use of natural/recyclable/recycled materials, building designs that reduce the need for heating and cooling and exterior lighting that respects the "right to night".	Sustainability Plan	4	66	1	In Process - New Solar installation/geo thermal/wind permit fees established for FY2022
Ecosystem Vitality & Ravine Conservation	Ecosystem Land Management & Ravine Conservation Initiatives	Explore and/or promote capital projects and Initiatives that enhance natural land management and ecosystem investment. May include expanding infrastructure, habitats, ecosystems, and natural resource conservation and revegetation of open spaces and areas including ravines.	ESC	4	66	1	Explore Policy Action or Modification to Operations, Ordinance, Codes

SUSTAINABILITY PROJECT IDEA LOG

Category	Project or Policy Initiative	Basic Scope	Source Document	Project Scoring		Priority Level 1 = ≥50 2 = 25-49 3 = <25	Recommended Next Step
				Triage	Vetting		
Climate & Resilience	City-wide Greenhouse Gas (GHG) Emissions Inventory and Climate Action Plan	Update/complete a City-wide greenhouse gas emissions inventory completed in 2007-2009, which was a comprehensive community-wide inventory of greenhouse gases measured within Lake Forest. These include carbon dioxide, methane, nitrous oxide, perfluorocarbons, hydrofluorocarbons and sulphur hexafluoride. Inventory identifies baseline data and projects greenhouse gas emissions absent any reduction measures. Explore the development of a comprehensive plan to help the City and its partners reduce their greenhouse gas (GHG) emissions. The plan identifies a starting point for emissions, helps establish goals for reduction targets, and tactics for how best to achieve those targets.	MIST Assessment	4	64	1	Explore Policy Action or Modification to Operations, Ordinance, Codes
Stormwater Management & Water Usage	Coal Tar Sealant Ordinance	Support policies that remove pollutants from runoff water by encouraging the use of coal tar alternative sealants when maintaining driveways and parking lots within the City. According to the U.S. Geologic Survey, a coal tar sealcoat degrades over time into small particles with high levels of polycyclic aromatic hydrocarbons (PAHs) which is a known carcinogen. This initiative would include the consideration of an ordinance discouraging or banning the use of coal-tar based sealants in Lake Forest.	Outside Group	4	63	1	Explore Policy Action or Modification to Operations, Ordinance, Codes
Stormwater Management & Water Usage	Forward "Gray to Green" Initiatives	Strive to reduce impervious cover and promote green infrastructure treatments and encourage the use of emerging methods to reduce runoff volumes for projects included in the City's capital improvement plan covering various City assets (e.g. storm sewers, gas light conversions, and parking lots).	Sustainability Plan	4	62	1	In Process - Storm water control structure proposed FY2022, Various sustainability design enhancements funded for FY2022.
Waste Infrastructure & Management	Increased Access to Residential Composting	Expand access and programs for composting to residents, or seek partnerships to promote and expand composting practices locally.	Sustainability Plan	4	62	1	Explore Policy Action or Modification to Operations, Ordinance, Codes
Municipal Governance Structure	Sustainability Intern/Consulting Services	Explore opportunities to secure ongoing sustainability consulting services support to forward programs and goals of the Environmental Sustainability Committee, either through partnerships with the Greenest Region Corps (GRCorps) program or Environmental Consulting Agency.	City Staff	4	58	1	Review Opportunities as part of Annual Operating Budget Planning Process

SUSTAINABILITY PROJECT IDEA LOG

Category	Project or Policy Initiative	Basic Scope	Source Document	Project Scoring		Priority Level 1 = ≥50 2 = 25-49 3 = <25	Recommended Next Step
				Triage	Vetting		
Budget & Funding	Incorporate Sustainability into Capital and Operating Budget Planning - Create "Sustainability Fund"	Dedicate source funding to support new or supplement existing projects with environmental sustainability-focused initiatives or improvements (e.g. enhance project designs, upgrade capital equipment, etc.).	MIST Assessment	4	54	1	In Process
Energy Efficiency & Renewable Energy	Solar Panel Installations on City Facilities	Investigate purchasing and installing solar panels on city facilities to help offset energy consumption and usage.	Sustainability Plan	4	52	1	Review Opportunities as part of Annual Capital Planning Budget Process
Transportation & Mobility	"Green Fleet" Initiative	Strive to consider gasoline-alternative/bio-diesel alternatives for capital equipment replacements and new purchases (e.g. hybrid/electric vehicles, electric/battery-powered equipment, etc.).	Sustainability Plan	4	52	1	In Process - Hybrid Administrative Vehicle procured for FY2022
Transportation & Mobility	Electric Vehicle Sticker Incentive	Evaluate incentives for fuel-efficient and electric vehicles, including a reduction in the cost of a vehicle sticker, or other, for residents.	ESC	4	51	1	Explore Policy Action or Modification to Operations, Ordinance, Codes
Transportation & Mobility	EV Charging Station Installation	Explore opportunities to install or expand access to EV Charging Stations in City municipal parking lots.	Sustainability Plan	4	50	1	In Process - Funding secured for installation of EV Station in FY2022
Health & Wellness	Gas Powered Landscape Equipment	Support policies that address the usage of gas-powered landscape equipment (e.g. leaf blowers, mowers, trimmers, etc.). This initiative would include the consideration of an ordinance, policy, or marketing campaign to discourage, reduce hours of operation, or limit/prohibit gas-powered equipment to be used in Lake Forest.	Outside Group	3	47	2	Further Research and Deliberation Needed by ESC
Health & Wellness	Anti-Idling Initiative	Support policies that reduce air pollution from the City's fleet and equipment, and that reduce idling in the City. This initiative would include the consideration of an ordinance, policy, or marketing campaign to discourage idling on City-owned property in Lake Forest.	Sustainability Plan	3	45	2	Further Research and Deliberation Needed by ESC
Waste Infrastructure & Management	Decreased use of Plastic Bags and Polystyrene	Consider an Ordinance regulating or enacting disincentives for the use of single-use plastics within the City.	Sustainability Plan	3	45	2	Further Research and Deliberation Needed by ESC
Municipal Governance Structure	Develop "Green Purchasing Policy"	Enhance purchasing policy to promote green/environmentally-preferable procurement procedures.	Sustainability Plan	3	40	2	Further Research and Deliberation Needed by ESC

SUSTAINABILITY PROJECT IDEA LOG

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				Triage	Vetting		
Ecosystem Vitality & Ravine Conservation	Biodiversity Recovery Plan	Develop a Plan to provide guidance on maintaining, restoring, and preserving the integrity of open space in Lake Forest.	Sustainability Plan				Partner with LFOLA
Health & Wellness	Community Gardening Initiative	Expand access to health foods by implementing a community gardening initiative and providing farming/nutrition based educational opportunities or partnership opportunities with local agencies (e.g. Elawa Farm).	Strategic Plan				Partner with ELAWA, School District 67