

ENVIRONMENTAL SUSTAINABILITY COMMITTEE MEETING
Wednesday, June 16 – 7:00 P.M.
City Hall, 220 E. Deerpath

AGENDA

I. CALL TO ORDER AND ROLL CALL

_____ Ald. Melanie Rummel, Chairman
_____ Ald. Jim Preschlack
_____ Ald. Eileen Weber

II. INFORMATIONAL ITEMS

- a. **UPDATE ON RETHINK RECYCLING MARKETING CAMPAIGN** – Presented by Dan Martin, Superintendent of Public Works

III. ACTION ITEMS

- a. **APPROVAL OF MAY 20, 2021 MEETING MINUTES**
- b. **REVIEW AND RECOMMEND APPROVAL TO CITY COUNCIL A POWER SUPPLY AGREEMENT WITH MC-SQUARED ENERGY SERVICES** – Presented by Mike Strong, Assistant City Manager

IV. ADDITIONAL ITEMS

- a. **REVIEW AND DISCUSSION OF CITY COUNCIL SUSTAINABILITY SURVEY RESULTS** – Introduced by Mike Strong, Assistant City Manager
- b. **UPDATE ON CAPITAL IMPROVEMENT PROGRAM PROJECTS** – Introduced by Mike Strong, Assistant City Manager

V. PUBLIC COMMENT

VI. NEXT MEETING DATE(S)

VII. ADJOURNMENT

ACTION ITEM:
APPROVAL OF THE MAY 20, 2021
COMMITTEE MEETING MINUTES

1 ENVIRONMENTAL SUSTAINABILITY COMMITTEE MEETING
2 Thursday, May 20, 2021 – 7:00 P.M.
3 **REMOTE ACCESS MEETING**

4
5 **ROLL CALL/CALL TO ORDER**

6
7 Chairman Melanie Rummel called the meeting to order at 6:30 P.M. Aldermen
8 Jed Morris and Jim Preschlack were present.

9
10 Staff in attendance included Mike Strong, Assistant City Manager; Cathy
11 Czerniak, Director of Community Development; and Layla Werner, Management
12 Analyst

13
14 There were approximately 3 members of the public that attended the meeting
15 remotely.

16
17 Chairman Rummel made the following statement as required by the Open
18 Meetings Act. In accordance with state statute, Chairman Rummel has made a
19 determination that it was not practical or prudent to schedule an in-person
20 Committee meeting because of the COVID-19 pandemic, which is why this May
21 20, 2021 Environmental Sustainability Committee meeting is being held remotely.

22
23 Chairman Rummel welcomed Alderman Weber, who is a new addition to the
24 Environmental Sustainability Committee.

25
26 **INFORMATIONAL ITEMS**

27
28 **I. NORTH BRANCH WATERSHED WORKGROUP ANNUAL MEETING RECAP**
29 **– Presented by Layla Werner, Management Analyst**

30
31 Layla Werner, Management Analyst, gave a brief presentation
32 summarizing the North Branch Watershed Workgroup annual
33 meeting, where the group presented the 2018-2019 water quality
34 assessment report. She discussed the multiple areas of impact that
35 the watersheds are facing, and identified sampling locations
36 specific to Lake Forest. Ms. Werner further explained the elevated
37 rate of heavy metals and sediment PAH levels and how other
38 sampling sites are impacted.

39
40 The Committee asked clarifying questions regarding the source of
41 the heavy metals, and the impact to Lake Forest watersheds.

42
43 Chairman Rummel asked if there were any additional comments
44 from the Committee.

45
46 Seeing none, Chairman Rummel asked if there were any additional
47 questions or comments from the public.
48

49 Seeing none, she moved to the next agenda item.

50

51

ACTION ITEMS

52

53

I. APPROVAL OF FEBRUARY 17, 2021 MEETING MINUTES

54

Alderman Preschlack moved to approve the February 17, 2021

55

Environmental Sustainability Committee meeting minutes.

56

Alderman Weber seconded the motion. The following voted "Aye":

57

Chairman Rummel, Aldermen Preschlack and Weber. The following

58

voted "Nay": None. 3-Ayes, 0 Nays, motion carried.

59

60

II. COMMITTEE WORK PLANNING DISCUSSION – Introduced by Mike Strong, Assistant City Manager

61

62

63

Assistant City Manager, Mike Strong, presented an update to the

64

Committee work planning discussion, and gave brief background

65

including the work the Committee did with the consultant MIST

66

Environment. He further explained and laid out a sustainability

67

planning process. This included assessing the issues, strategizing,

68

planning, evaluating priorities, and promoting and marketing

69

progress. Mr. Strong displayed work that has been completed to

70

date by the Committee in conjunction with MIST Environment.

71

Completing the planning process, and working towards

72

prioritization, a survey was developed to help outline next steps by

73

grasping further feedback from the City Council.

74

75

The Committee had lengthy discussion regarding the survey

76

created to be presented to the City Council.

77

78

There was additional discussion regarding the prioritization of

79

initiatives.

80

81

Mr. Strong further explained how these processes would further be

82

tied in to the budget, or future marketing strategies.

83

84

Following further discussion, Mr. Strong provided a brief timeline

85

and next steps regarding the survey process.

86

87

Chairman Rummel asked the Committee if there was any further

88

feedback regarding specific areas of the survey.

89

90

Chairman Rummel asked if there were any questions or comments

91

from the public.

92

93

Seeing none, she moved to the next agenda item.

94

95

96

ADDITIONAL ITEMS

97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144

**I. UPDATE ON COMMUNITY CHOICE AGGREGATION PROGRAM –
Presented by Mike Strong, Assistant City Manager**

Assistant City Manager, Mike Strong updated the Committee regarding community choice aggregation. He explained the recent update to the plan of governance in February, which allows the City to procure solar energy credits for municipal accounts. He further explained the RFP process to engage in a contract, offering an energy rate at or better than ComEd, potentially resulting in a net savings.

Chairman Rummel asked if there were any additional questions or comments from the Committee.

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

Seeing none, she moved to the next agenda item.

I. FUTURE COMMITTEE MEETING SCHEDULE DISCUSSION

The Committee discussed potential future meeting dates, and setting a regular meeting time and date.

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 Weber moved to adjourn the meeting of the Environmental Sustainability Committee at 8:13 P.M. seconded by Preschlack. The motion carried unanimously by voice vote.

Respectfully Submitted,

Layla Werner
Management Analyst

Environmental Sustainability Committee Minutes
Thursday, May 20, 2021

145
146
147
148

Reviewed by,

Mike Strong
Assistant City Manager

ACTION ITEM:

**REVIEW AND RECOMMEND APPROVAL
OF A POWER SUPPLY AGREEMENT WITH
MC-SQUARED ENERGY SERVICES**

COMMUNITY CHOICE AGGREGATION PROGRAM POWER SUPPLY AGREEMENT - MC SQUARED ENERGY SERVICES

- Community Choice Aggregation (CCA) Programs
 - Allows cities and counties to aggregate the electric load of their residents and small businesses and purchase retail electricity from a licensed Alternative Retail Energy Supplier (ARES)
 - The City, as part of a Consortium of communities, implemented a municipal aggregation program from 2012-2015; the program has been idle since 2017
 - Aggregation programs offer municipalities potential benefits including access to lower energy rates, purchase of renewable power, civic contribution grants, local control of electricity generation, and support the development of local power sources
- Current Proposal and Process
 - The North Shore Electricity Aggregation Consortium solicited bids from local ARES to offer ComEd supply rate matches and a civic contribution grant for participating communities
 - MC Squared Energy Services submitted a Proposal that is being recommended for approval by the Consortium, terms of the Agreement are below:
 - 3 year Agreement (36 Months) for ComEd energy supply price match with annual civic contribution of approximately *\$50,000 - \$100,000
 - Staff recommends ESC Committee approval to the City Council Award of a Power Supply Agreement, in substantially the form presented, with MC Squared Energy Services, LLC.

**Subject to fluctuations based on results from PJM capacity auctions which take place in June and December each year.*

Authorize the Mayor and City Clerk to Enter Into a Power Supply Agreement, in substantially the form presented, with MC-Squared Energy Services, LLC.

STAFF CONTACT: *Mike Strong, Assistant City Manager (810-3680)*

PURPOSE AND ACTION REQUESTED: The Environmental Sustainability Committee recommends that City Council authorize the Mayor and City Clerk to enter into a Power Supply Agreement (“Agreement”) with MC-Squared Energy Services, LLC. The Agreement will be for a term of 36-months, beginning in August 2021, and ending in August 2024.

BACKGROUND/DISCUSSION: In 2011, the Cities of Highland Park, Lake Forest and Park Ridge, and the Villages of Deerfield, Glencoe, Lake Bluff, Northbrook and Skokie established the North Shore Electricity Aggregation Consortium (“NSEAC”) through an intergovernmental agreement to act as a collective body of municipalities to explore, create and manage municipal electric aggregation programs on behalf of their residents and eligible businesses.

Following a successful referendum in Lake Forest, the City Council established a three-year opt-out electricity aggregation program in collaboration with the NSEAC in 2012, which saved over \$4.1 million in electricity supply charges for Lake Forest residents. The City’s municipal aggregation program has been idle since 2017 when ComEd supply rates began to fall and guaranteed rate savings were no longer achievable for residents.

Since this time, the NSEAC has been monitoring the energy supply market and exploring a new aggregation model, called Community Choice Aggregation, that could provide a municipality financial savings to purchase renewable energy credits or invest in other sustainability efforts without the risk of increasing electricity supply rates for local customers. Through this type of program, financial savings would be generated by moving some, but not all, residents and small business electrical supply accounts to an alternate energy supplier. City staff previously presented an overview of this program and concept to City Council during two public hearings that were held in February to amend the City’s Plan of Operation and Governance, which governs the City’s aggregation program. The City Council adopted the amended Plan of Operation and Governance on February 16, 2021.

This past March, the NSEAC members jointly solicited proposals for energy supply and services from qualified and licensed Retail Electric Suppliers to establish a Community Choice Aggregation program. The NSEAC received one responsible proposal and met in April to review and recommended that MC Squared Energy Services, LLC., be awarded a three-year agreement for this program. A copy of the Power Supply Agreement is included in the agenda packet beginning on **page XX**.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
----------	------	----------

Environmental Sustainability Committee	6/16/2021	Discussed and recommended referral of item to City Council
City Council	2/16/2021	Public Hearing #2 Held
City Council	2/1/2021	Public Hearing #1 Held
Environmental Sustainability Committee	12/17/20	Discussed and recommended referral of item to City Council to conduct Public Hearings

BUDGET/FISCAL IMPACT: There are costs associated with establishing an aggregation program which pertain to legal fees pertaining to procurement and contract reviews. Based on the proposal received from MC Squared Energy Services, LLC., The City will be eligible for an annual contribution of approximately \$50,000 - \$100,000 per year, or up to \$300,000 over the three-year term of the agreement.

These revenues may be used by the City for any purpose or the funds may be applied to the purchase of renewable energy credits to reduce the City’s net carbon footprint. The City may choose how to receive and utilize the funds in each year of the aggregation program. Staff is reviewing the possibility of creating a new fund to dedicate these revenues for renewable energy purchases and other environmental sustainability initiatives. Staff will bring any recommendation on a new fund for these revenues to the City Council as part of the budgeting process.

Has competitive pricing been obtained for proposed goods/services? **Yes**

COUNCIL ACTION: Authorize the Mayor and City Clerk to Enter Into a Power Supply Agreement, in substantially the form presented, with MC-Squared Energy Services, LLC.

POWER SUPPLY AGREEMENT

By and Between

The [Village/City of] and Vendor

This Power Supply Agreement is entered into as of this _____ day of _____, 2021 ("**Agreement**"), by and between the [Village/City of] ("**[Village/City]**"), an Illinois municipal corporation, and **Vendor** ("**Vendor**"), a [State of Incorporation] corporation with an office located at [Local Illinois Address]. **Vendor** and the [Village/City of] are sometimes hereinafter referred to individually as a "Party" or collectively as the "Parties".

WITNESSETH

WHEREAS, Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92 ("**Act**"), authorizes the corporate authorities of a municipality to establish a program to aggregate electrical loads of residential and small commercial retail customers and to solicit bids and enter into service agreements to facilitate the sale and purchase of electricity and related services and equipment for those electrical loads; and

WHEREAS, pursuant to the Act, municipalities may, if authorized by referendum, operate an Electricity Aggregation Program as an "opt-out" program that applies to all residential and small commercial retail electrical customers who do not affirmatively choose not to participate; and

WHEREAS, the [City/Village] is a member of the North Shore Electricity Aggregation Consortium, which includes the Villages of Deerfield, Glencoe, Lake Bluff, Northbrook, and Skokie, and the Cities of Highland Park, Lake Forest and Park Ridge ("**Consortium**"), which Consortium was established pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Action, 5 ILCS 220/1 *et seq.*, and Section 1-92 of the Act, 20 ILCS 3855/1-92 to facilitate joint action and intergovernmental cooperation concerning the Aggregation, and has negotiated this agreement as a joint purchasing opportunity for the use by multiple municipalities under the Governmental Joint Purchasing Act (30 ILCS 525/); and

WHEREAS, on March 20, 2012, the voters of the [City/Village] approved a referendum to authorize the operation of a Program as an "opt-out" program pursuant to the Act; and

WHEREAS, although each member of the Consortium will operate a separate Electricity Aggregation Program for its residents, the Consortium members collectively determined that combining the bidding and contracting process to obtain the supply of electric power for each Consortium member's Aggregation could provide potential savings through a joint project bid ("**Joint Power Supply Bid**"); and

WHEREAS, the Joint Power Supply Bid was issued on _____, 2021; and

WHEREAS, Vendor is a registered and certified ARES by the ICC and was identified as the best value bidder pursuant to the Joint Power Supply Bid; and

WHEREAS, the [City/Village] has selected Vendor as the supplier for the Aggregation Program; and

WHEREAS, the [City/Village] and Vendor desire to establish the rights and obligations of the Parties with respect to aggregating, determining a price for, and supplying electricity to and for the Aggregation Program;

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

ARTICLE 1: RECITALS

The foregoing recitals are, by this reference, fully incorporated into and made part of this Agreement.

ARTICLE 2: DEFINITIONS

Whenever used in this Agreement, the following terms shall have the meanings defined below except where the context indicates otherwise:

- A. **"Affiliate"** shall mean any person, firm, corporation (including, without limitation, service corporation and professional corporation), partnership (including, without limitation, general partnership, limited partnership and limited liability partnership), limited liability company, joint venture, business trust, association or other entity that now or in the future directly or indirectly controls, is controlled by, or is under common control with Vendor.
- B. **"Act"** shall refer to the Illinois Power Agency Act, 20 ILCS 3855/1-1 *et seq.*
- C. **"Aggregation"** or **"Municipal Aggregation"** shall mean the pooling of residential and small commercial retail electrical loads located within the [City/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.
- D. **"Aggregation Consultant"** or **"Consultant"** shall refer to Illinois Community Choice Aggregation Network LLC (ICCAN), the independent consultant with demonstrated expertise in electric supply contracting that has been retained by the Consortium to assist with the implementation of each member municipality's Program; or such other independent consultant as may be identified by the City/Village.
- E. **"Aggregation Member"** or **"Member"** shall mean a residential or small commercial retail electric account properly enrolled in the Aggregation Program.
- F. **"Aggregation Program"** or **"Program"** shall mean the program adopted by the [City/Village] pursuant to Section 1-92 of the Act to provide residential and small commercial customers with retail electric supply.
- G. **"Agreement Term"** is defined in Section 3.A of this Agreement.
- H. **"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 Agreement, the definition of Alternative Retail Electric Supplier is more completely set forth in 220 ILCS 5/16-102.
- I. **"Ancillary Services"** shall mean certain 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).
- J. **"Commodity Price"** is defined in Section 5.E.1 of this Agreement.
- K. **"Commonwealth Edison"** or **"ComEd"** shall mean the Commonwealth Edison Electric Utility Company as the entity that has a franchise, license, permit or right to distribute, furnish or sell electricity to retail customers within the [City/Village].
- L. **"Consortium"** shall mean the North Shore Electricity Aggregation Consortium.
- M. **"Default Tariff Rate"** is defined as the sum of the monthly applicable published (i) Purchased Electricity Charge, (ii) PJM Transmission Services Charge, and (iii) Purchased Electricity Adjustment Charge for residential customers served under the ICC approved tariff known as s ComEd Rate BES (Basic Electricity Service).
- N. **"Default Tariff Service"** shall mean supply service from ComEd at the Default Tariff Rate, as such rate may change from time to time.
- O. **"Effective Date"** is defined in the first paragraph on the first page of this Agreement.

- P.** **“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 Consortium.
- Q.** **“Eligible Retail Customer”** shall mean a residential and small commercial retail customer of the Electric Utility eligible for participation in the Aggregation Program under the ICC tariff known as ComEd’s Rate GAP as defined in Exhibit E.
- R.** **“Extended Agreement Term”** is defined in Section 3.A of this Agreement.
- S.** **“Force Majeure Event”** is defined in Section 6.C of this Agreement.
- T.** **“ICC”** shall mean the Illinois Commerce Commission as described in 220 ILCS 5/2-101.
- U.** **“Initial Agreement Term”** is defined in Section 3.A of this Agreement
- V.** **“Load”** shall mean the total electric energy usage required to serve the residential and small commercial Aggregation Members in the Aggregation Program.
- W.** **“Meter Read Cycle End Date”** is defined as the last day of a ComEd electricity meter read cycle.
- X.** **“Meter Read Cycle Start Date”** is defined as the first day of a ComEd electricity meter read cycle.
- Y.** **“Opt-Out”** shall mean the process by which an Eligible Retail Customer who would be included in the Aggregation Program chooses not to participate in the Aggregation Program, and therefore does not become an Aggregation Member.
- Z.** **“Participating Customer”** means an Eligible Retail Customer that either does not Opt-Out or that later opts in pursuant to Section 5.B.2.b-d.
- AA.** **“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 as indicated on the ComEd list of accounts.
- BB.** **“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.
- CC.** **“Plan of Operation and Governance”** shall mean the Aggregation Plan of Operation and Governance adopted by the [City/Village] pursuant to the requirements set forth in Section 1-92 of the Act, as may be amended, a current copy of which is attached to this Agreement as Exhibit F.
- DD.** **“REC”** shall mean Renewable Energy Credits certifiable under the Green-e® National Standard.
- EE.** **“Regulatory Event”** is defined in Section 6.B of this Agreement.
- FF.** **“Services”** is defined in Article 5 of this Agreement.
- GG.** **“Small Commercial Retail Customer”** shall mean a retail customer that annually 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.
- HH.** **“Terms and Conditions”** is defined in Section 5.B.3 of this Agreement.

ARTICLE 3: TERM

A. **Term of Agreement.** This Agreement is for an initial term beginning on the Effective Date of this Agreement and ending on the date that is the last Meter Read Cycle End Date for Aggregation Members for _____, 2021 (the “**Initial Agreement Term**”), unless terminated early pursuant to Article 6 of this Agreement. The [City/Village] and the Vendor may extend the Initial Agreement Term for additional periods of time up to 24 months for each extension, by written agreement approved and executed by each of them (each an “**Extended Agreement Term**”) (the applicable Initial Agreement Term or Extended Agreement Term is the “**Agreement Term**”). Nothing in this Article related to the Initial Agreement Term or the possibility of agreement to an Extended Agreement Term may be construed or applied in any manner to create any expectation that any right or authority related to this Agreement granted by the City/Village to the Vendor shall continue beyond the Initial Agreement Term or an approved Extended Agreement Term.

ARTICLE 4: PROGRAM RESPONSIBILITIES

A. **[City/Village] Responsibilities.**

1. **Customer Information.** Vendor and the [City/Village] shall cooperate to obtain the Customer Information from ComEd, subject to the limitations on disclosure of the Customer Information established at law, including without limitation the Act, Section 16-122 of the Public Utilities Act, 220 ILCS 5/16-102, and Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2HH. The City/Village agrees to request the Customer Information from ComEd not less than twice in each 12-month rolling period within the Agreement Term. The Vendor agrees to reimburse the City/Village for all costs incurred by the City/Village pursuant to this Section 4.A.1, in accordance with Section 5.F of this Agreement.

2. **Notices from ComEd.** The [City/Village] shall promptly forward to the Vendor any notices received by the [City/Village] from ComEd concerning the accounts of Aggregation Members.

3. **No [City/Village] Obligations to Provide Services.** The parties acknowledge and agree that the [City/Village] is not responsible to provide, and this Agreement shall not be construed to create any responsibility for the [City/Village] to provide, the Services to any person or entity, including without limitation the Vendor, ComEd, or any Aggregation Member.

4. **No [City/Village] Financial Responsibility.** The parties acknowledge and agree that this Agreement does not impose or create, and shall not be construed to create, any financial obligation of the [City/Village] to any other person or entity, including without limitation Vendor, ComEd, or any Aggregation Member.

B. **Vendor Obligations.**

1. **Provision of Services.** The Vendor shall provide all of the Services described in Article 5 of this Agreement throughout the Agreement Term. The Vendor acknowledges and agrees that the [City/Village] is not responsible to provide and shall not be liable to the Vendor or any Aggregation Member for any failure to provide, any Services pursuant to this Agreement.

2. **Compliance with Applicable Law.** Vendor shall comply with all applicable law in providing the Services pursuant to this Agreement.

3. **Compliance with Plan of Operation and Governance.** The Vendor shall provide all services required under this Agreement in accordance and compliance with the Plan of Operation and Governance adopted by, and as may be amended by, the [City/Village]. In the event of a conflict between the Plan of Operation and Governance and this Agreement, the Plan of Operation and Governance shall control, unless otherwise expressly stated and agreed to by the Parties within this Agreement including appendixes thereto.

ARTICLE 5: VENDOR SERVICES

The Vendor shall supply all of the following services in support of the Program (collectively, the “**Services**”):

A. Electricity Supply.

1. Electricity Supply. Vendor shall provide electricity supply sufficient to serve the Load of each Aggregation Member account for which it is ultimately contracted to serve.

- a. **Transmission.** Vendor shall acquire, and pay for, all necessary transmission services to serve the Load of each Aggregation Member, including, without limitation, all electric energy costs, PJM congestion charges, PJM capacity charges, PJM network transaction charges, distribution losses, and transmission losses.
- b. **Billing.** Vendor shall make all arrangements to ensure that Aggregation Members continue to receive a single monthly bill from ComEd. Additionally, Vendor shall ensure that the following fees continue to be collected and processed by ComEd: monthly payments, late payments, delivery charges and monthly service fee.
- c. **Data.** Vendor shall maintain a comprehensive and confidential database recording historical account information for Member accounts, and maintain a current list of enrolled accounts, accounts that have opted-out of the Aggregation Program, and accounts that have been added to the Aggregation Program.

2. REC Supply. Vendor shall be capable of providing RECs to the City as set forth in Exhibit E – REC Purchase Program (Special Services).

3. Delivery Specifications

- a. **Quality and Measurement.** Vendor warrants that all electricity sold and delivered shall be of the specifications required by PJM and ComEd and suitable for delivery to and use by the Members.
- b. **Title.** Vendor warrants that it possesses or will possess good marketable title to all electricity sold to the Members, and that such electricity is free from all liens and adverse claims. Specifically, and without limitation of the foregoing, Vendor warrants title up to the delivery point, as identified in Section 5.A.3.c of this Agreement. Title to and risk of loss for the electricity sold hereunder shall pass to the purchasing Member upon delivery at such delivery points.
- c. **Delivery.** Vendor shall cause all electricity supplied under this Agreement to be delivered to the ComEd distribution system to secure delivery to the Aggregation Members.

B. Program Implementation.

1. Member Service. Vendor shall maintain certain minimum levels of customer service including:

- a. **Program Management and Documentation.** Vendor shall follow its standard operating procedures governing Member education, Opt Out notification, customer inquiries, and public outreach regarding the Aggregation Program, as set forth in Exhibit C attached hereto.
- b. **Confidentiality.** Vendor shall maintain the confidentiality of customer information pursuant to Article 10 of this Agreement and as required by law.
- c. **Customer Service.** Vendor shall assist Aggregation Members with their inquiries. Concerns regarding service reliability should be directed to ComEd, billing questions should be directed to ComEd or the selected, and any unresolved disputes should be directed to the ICC. Inquiries from Aggregation Members should be managed within the following performance parameters:
 - i. **Telephone Inquiries.** Vendor shall maintain a toll-free telephone access line which shall be available to Aggregation Members 24 hours a day, seven days a week. Trained company representatives shall be available to respond to customer telephone inquiries during normal business hours. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours shall be responded to by a trained company representative on the next business day. Under normal operating conditions, telephone answer times by a customer representative, including wait time, shall not exceed 30 seconds when the connection is made. If the call needs to be transferred, transfer

time shall not exceed 30 seconds. These standards shall be met no less than 90 percent of the time under normal operating conditions, measured on a quarterly basis.

- ii. **Internet and Electronic Mail.** Vendor shall establish and maintain an opt-in portal for the Aggregation Members. The portal shall provide basic information concerning the Aggregation program. A specific email address will be available to facilitate customer inquiries. Responses to inquiries submitted to the email address shall be generated within 24 hours. The Vendor website must include “price-to-compare” rates by which Aggregation Members may compare the estimated total price (including energy supply, capacity, transmission, and ancillary service costs) available to them.
- iii. **Multi-Lingual Services.** Vendor shall provide customer service for Members requiring non-English verbal and written assistance.
- iv. **Hearing Impaired.** Vendor shall provide customer service for hearing impaired Members.

2. Enrollments. Vendor shall perform the following Aggregation account enrollment tasks:

- a. **Opt-Out Notifications.** In accordance with Exhibit E of this Agreement, the Vendor shall commence and manage the Opt-Out Notification process under the supervision of the [City/Village] and the Consultant, in accordance and compliance with the Plan of Operation and Governance. A single database shall track account enrollment and billing data.
- b. **New Accounts.** Vendor shall facilitate the addition of new customer accounts to the Aggregation Program during the term of this Agreement. The [City/Village] and the Vendor shall cooperate in good faith to identify, not less than once per calendar quarter, potential new customers who have established new electricity service through the Electric Utility in the [City/Village] during the preceding calendar quarter, and to inform such potential new customers of the availability of the Aggregation Program. Vendor shall also develop and provide an on-line portal to facilitate the addition of new customer accounts for such potential new customers. Vendor shall pay all costs of mailings sent to such potential new customers, and all costs of the internet enrollment platform, in support of the requirements set forth in this Section 5.B.2.b.
- c. **Re-Joining the Aggregation Group.** Vendor shall assist Aggregation Members that have Opted Out to rejoin at a later date as allowed under ComEd’s tariffs and policies on customer enrollment and Section 16-115E of the Public Utilities Act.
- d. **Moving Within the [City/Village] and Maintaining the Same Account Number.** Vendor shall continue service at the same rate and under the same terms and conditions for any Member who relocates within the [City/Village] prior to the expiration of the term of this Agreement, providing that the Member notifies the Vendor of its desire to do so with 30 days’ notice.
- e. **Percentage of Income Payment Plan (PIPP).** (Reserved).
- f. **Credit/Deposit Requirements.** Collection and credit procedures are to be the responsibility of ComEd, the Vendor, and the individual Member. Members will be required to comply with the payment terms of ComEd and/or the Vendor. The [City/Village] is not responsible for late payment or non-payment of any Member account. Neither the [City/Village] nor the Vendor shall have a separate credit or deposit policy concerning Member accounts.
- g. **Reliability of Power Supply.** The Parties acknowledge that the Program only affects pricing for the generation source of power. ComEd will continue to deliver power through its 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 Vendor for the power provided on their behalf, and the Members would incur no additional cost therefor.

- h. **Fees Imposition.** Neither the [City/Village] nor Vendor shall impose any conditions, terms, fees, or charges on any Member served by the Program unless the particular term, condition, fee, or charge is clearly disclosed to the Member at the time the Members chose not to opt-out of the Program.
- i. **Enrollment and Disenrollment Charges.** Vendor shall not assess any fees on Aggregation Members.
- j. **Form Documents.** Examples of the opt-out letter and uniform disclosure form to be prepared and provided by Vendor are provided in Exhibit B to this Agreement.

3. **Terms of Service.** The terms of service between each Member and Vendor shall be set forth in the agreement between them, substantially in the form attached hereto as Exhibit A (“**Terms and Conditions**”).

C. **Program Monitoring.** Vendor is responsible for the faithful performance of this Agreement and shall have internal monitoring procedures and processes to ensure compliance, as more fully described in this Section 5.C.

- 1. **Recording.** Vendor shall assist the [City/Village] in developing a performance scorecard with conditions, milestones, requirements, or timetables that shall be met before additional steps may be taken or payment is due. The scorecard may additionally record matters related to price, service, quality and other factors deemed important.
- 2. **Cooperation.** Vendor shall cooperate with the [City/Village] in monitoring and tracking Program activity. This may require Vendor to report progress, problems and proposed resolutions, performance records, allow random inspections of its facilities (upon the provision of not less than 48 hours’ advance notice), participate in scheduled meetings and provide management reports as requested by the [City/Village].

D. **Cooperation at the Conclusion of the Aggregation.** Vendor agrees that it shall cooperate with the [City/Village] in the [City/Village]’s planning and implementation of an aggregation plan that may succeed the Program under this Agreement. In its cooperation, Vendor shall, at a minimum, in a manner consistent with the then-applicable Commonwealth Edison tariff for Government Aggregation Protocols and as required by law, provide the [City/Village] the names and addresses and account information for Aggregation Members in electronic format.

E. **Price Under a ComEd Price Match Structure.** The pricing and offer to Members will be consistent with the language included in Exhibit E to this Agreement.

F. **Reimbursement of [City/Village] Costs.** Within 90 days after the Effective Date of this Agreement, Vendor shall reimburse the [City/Village] for all professional, legal, Consultant, and administrative costs incurred by the [City/Village] in connection with the adoption of the Aggregation Program and the negotiation and execution of this Agreement, provided however that the maximum reimbursement from Vendor shall not exceed five-thousand dollars (\$5,000.00) to [City/Village]. In the event that the Agreement Term is greater than one year, Vendor shall reimburse the [City/Village] for all ongoing professional, legal, Consultant, and administrative costs incurred by the [City/Village] in connection with the operation of the Aggregation Program provided however that the maximum reimbursement from Vendor shall not exceed five-thousand dollars to [City/Village].

ARTICLE 6: DEFAULT AND TERMINATION

A. **Default and Termination.** Upon termination for any reason, this Power Supply Agreement shall be of no further force and effect, except for those obligations that survive termination. The obligations of Vendor and each Aggregation Member set forth in the Terms and Conditions shall survive termination. Notwithstanding the foregoing, at the [City/Village]’s discretion, in the event that Vendor materially breaches this Agreement, the [City/Village] may:

(i) provide written notice to the Aggregation Members that a default has occurred and the alternatives each participant has for electric supply (including terminating service with Vendor); and (ii) take such actions as necessary to return the Aggregation Members to ComEd. In the event that Vendor materially breaches this Agreement and the [City/Village] deems it appropriate to terminate the Program and return the participants to ComEd, or to any other energy supplier, then: (i) Vendor shall not charge the Aggregation Members for administrative fees associated with early termination, and; (ii) Vendor shall not be liable to Aggregation Members for any damages or penalties resulting from the [City/Village]'s termination of the Terms and Conditions with each Aggregation Member, including claims related to the price received from ComEd or an alternate supplier being higher than the Price determined herein. If no early termination has occurred, this Agreement shall terminate upon the expiration of the Agreement Term.

B. This Agreement may be terminated early in the following circumstances:

1. Non-Compliance. If either Party fails to comply with any material term or condition of this Agreement, provided the failure continues without a cure 30 days after written Notice of such failure is provided by one Party to the other.

Material terms and conditions include, but are not limited to:

- a. A breach of the confidentiality provisions set forth in Article 10 of this Agreement;
- b. Vendor's disqualification as an ARES due to a lapse or revocation of any required license or certification required to perform the obligations set forth herein; or
- c. Any act or omission that constitutes a deception by affirmative statement or practice, or by omission, fraud misrepresentation or a bad faith practice, such as attempting to collect a charge other than the approved rates or other charges set forth in this Agreement or the Terms and Conditions with each Aggregation Member.

2. Regulatory Event.

a. **Definition.** The following shall constitute a "Regulatory Event":

1. **Illegality.** It becomes unlawful for a Party to perform any obligation under this Agreement due to the adoption of, change in, or change in the interpretation of any applicable law by any judicial or government authority with competent jurisdiction.
2. **Adverse Government Action.** A regulatory, legislative or judicial body: (A) requires a material change to the terms of this Agreement that materially and adversely affects a Party; (B) takes action that adversely and materially impacts a Party's ability to perform, or requires a delay in the performance of this Agreement that either Party determines to be unreasonable; or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed, and the change is not deemed a Force Majeure Event.

b. **Occurrence of Regulatory Event.** Upon the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that such event has occurred. Within 30 days, or such other period as the Parties may agree in writing, the Parties shall enter into good faith negotiations to amend or replace this Agreement so that the adversely affected Party is restored as nearly as possible to the economic position it would have been in but for the occurrence of the Regulatory Event. If the Parties are unable to agree upon an amendment to this Agreement, within the prescribed time after entering into negotiations, the adversely affected Party shall have the right, upon 10 days prior written notice, to terminate this Agreement.

3. Failure to Schedule and Deliver. The failure of Vendor to schedule electricity supply to ComEd for the Aggregation Members, except as permitted under Force Majeure Events.

C. Force Majeure Events. The Vendor shall not be held in default under, or in noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination,

cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by a "**Force Majeure Event**," defined as a strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Vendor's ability to anticipate or control. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

ARTICLE 7: INDEMNIFICATION AND INSURANCE

- A. Indemnification.** The Vendor shall indemnify and hold harmless the [City/Village], its officers, employees, agents, and attorneys, from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising in the course of the Vendor's provision of the Services. This duty shall survive for all claims made or actions filed within one year following either the expiration or earlier termination of this Agreement. The [City/Village] shall give the Vendor timely written notice of its obligation to indemnify and defend the [City/Village] after the [City/Village]'s receipt of a claim or action pursuant to this Section; Vendor will be given a reasonable opportunity to select counsel and may do so under a reservation of rights. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Vendor and/or the [City/Village]. Nothing herein shall be construed to limit the Vendor's duty to indemnify the [City/Village] by reference to the limits of insurance coverage described in this Agreement.
- B. Insurance.** Contemporaneous with the Vendor's execution of this Agreement, the Vendor shall provide certificates and policies of insurance, all with coverages and limits acceptable to the [City/Village] and evidencing at least the minimum insurance coverages and limits as set forth in Exhibit D to this Agreement. For good cause shown, the [City/Village] [Manager/Administrator], or his or her designee, may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the [City/Village] [Manager/Administrator], or his or her designee, may impose in the exercise of his or her sole discretion. Such certificates and policies shall be in a form acceptable to the [City/Village] and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide; however, in the alternative, the Vendor may provide such certificates and policies from its captive insurer upon the prior approval of the [City/Village], which approval shall not be unreasonably withheld. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the [City/Village], unless such coverage is replaced by coverage that is equivalent in limits and terms of coverage. The Vendor shall, at all times during the term of this Agreement, maintain and keep in force, at the Vendor's expense, the insurance coverages provided above.

ARTICLE 8: MISCELLANEOUS

- A. Entire Agreement.** This Agreement, including all Exhibits, constitutes the entire Agreement and understanding between the Parties with respect to the Services. All prior written and verbal agreements and representations with respect to the Services are merged into and superseded by this Agreement.
- B. Amendment.** All amendments or modifications to this Agreement shall be made in writing and signed by both Parties before they become effective.
- C. Assignment.** This Agreement shall not be transferred or assigned by either Party without the express authorization of the other Party, which shall not be unreasonably withheld, provided, however, that upon advance written notice to the [City/Village], Vendor may assign this Agreement to an affiliate without the express authorization of the [City/Village], provided that Vendor is responsible for any costs to notify Members (if required by law) and remains liable for Vendor's obligations hereunder.

D. Notices. Any notices, requests or demands regarding the services provided under this Agreement and the Attachments shall be deemed to be properly given or made (i) if by hand delivery, on the day and at the time on which delivered to the intended recipient at its address set forth in this Agreement; (ii) if sent by U.S. Postal Service mail certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address shown below; or (iii) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express service, addressed to the intended recipient at its address set forth in this Agreement or (iv) by electronic mail to the address(es) indicated below. The address of a Party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party.

To [City/Village]	To Vendor
With a copy to:	With a copy to:
Email address:	Email address:

- E. Waivers.** The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, that the Village may have under Federal or state law unless such waiver is expressly stated herein.
- F. Applicable Law and Choice of Venue.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois, without regard to principles of conflict of laws. Except as to any matter within the jurisdiction of the ICC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, ____ County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.
- G. Exhibits.** Exhibits A through F attached to this Agreement are, by this reference, incorporated into and made part of this Agreement.
- H. Controlling Provisions.** In the event of any inconsistency between the text of this Agreement and the terms of the Exhibits hereto, the text of this Agreement shall control.
- I. Severability.** Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.
- J. No Third-Party Beneficiaries.** Nothing in this Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Agreement.
- K. Validity of Agreement.** The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

- L. **Authority to Sign Agreement.** Vendor warrants to the Village that it is authorized to execute, deliver and perform this Agreement. The individual signing this Agreement on behalf of the Vendor warrants to the Village that he is authorized to execute this Agreement in the name of the Vendor.
- M. **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the [City/Village] and the Vendor and their respective successors, grantees, lessees, and assigns throughout the Agreement Term.
- N. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one instrument.
- O. **Subcontractors.** Vendor agrees to employ only those subcontractors that are necessary and are approved in advance by the [City/Village]. Subcontractors shall be held to the same strict confidentiality standards applicable to the Vendor and shall be required to otherwise comply with the requirements of this Agreement. The use of subcontractors whether approved or unapproved shall not relieve the Vendor from the duties, terms and conditions in this Agreement. For purposes of the provision of Renewable Energy Credits pursuant to this Agreement, regional transmission organizations, independent system operators, and local utilities are not considered subcontractors.

ARTICLE 9: REPRESENTATIONS AND WARRANTIES

- A. **Mutual Representations and Warranties.** Each Party represents and warrants to the other Party, as of the date of this Agreement, that:
 - 1. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation, and if relevant under such laws, in good standing;
 - 2. It has the corporate, governmental and/or other legal capacity, authority and power to execute, deliver and enter into this Agreement and any other related documents, and perform its obligations under this Agreement, and has taken all necessary actions and made all necessary determinations and findings to authorize such execution, delivery and performance;
 - 3. The execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
 - 4. It has reviewed and understands this Agreement;
 - 5. It shall comply with all federal, state, and local laws, regulations, licensing, and disclosure requirements.
 - 6. It shall maintain the confidentiality of Aggregation members' account information, as required by 815 ILCS 505/2HH; and
 - 7. It shall not impose any conditions, terms, fees, or charges on any Member served by the Program unless the particular term, condition, fee, or charge is clearly disclosed to the Member at the time the Member enrolls in, or chooses not to opt out of, the Program.
- B. **Additional Covenants and Agreements by the Vendor.** The Vendor hereby further covenants and agrees that:
 - 1. Vendor shall hold any and all subcontractors to the Confidentiality provision set forth below;
 - 2. Vendor shall not compensate the Consultant with respect to the award of this Agreement or the performance of this Agreement;
 - 3. Vendor shall obtain and maintain, for the duration of this Agreement, such proof of insurance and performance security as the [City/Village] deem necessary;
 - 4. Vendor warrants to all Members and to the [City/Village] that Vendor has good marketable title to all electricity sold hereunder, and that said electricity is free from all liens and diverse claims;

5. Vendor shall deliver or cause to be delivered all electricity supplied by Vendor to each Member to the appropriate node locations to effect delivery to the delivery points identified in Section 5.A.3.c; and
6. Vendor shall maintain all of the qualifications, certifications, approvals, and other authorizations required by law to provide the Services pursuant to this Agreement.

ARTICLE 10: CONFIDENTIALITY

Vendor shall preserve the confidentiality of the account information it receives as a result of the performance of its obligations set forth herein.

- A. Vendor shall not disclose, use, sell or provide customer account information to any person, firm or entity for a purpose outside of the operation of the Program, unless otherwise mutually agreed to by the Parties within the Agreement and permissible under applicable law. This provision shall survive the termination of this Agreement.
- B. Notwithstanding the foregoing, Vendor may disclose confidential account information as required by law, and any such disclosure shall not be a violation of this Agreement. However, such disclosure shall not terminate the obligations of confidentiality.
- C. Vendor agrees to give the [City/Village] prompt notice of any discovery request or order, subpoena, or other legal process requiring disclosure of any confidential account information.
- D. Vendor shall provide the [City/Village] with sufficient advance notice as to give the [City/Village] an opportunity, at the [City/Village]'s discretion and sole cost, to seek to quash the subpoena, obtain a protective order or similar relief.
- E. Vendor shall furnish only that portion of the confidential account information that is required or necessary in the opinion of Vendor's legal counsel. In addition, Vendor shall use reasonable efforts to obtain reasonable assurances that any account information so disclosed will be treated as confidential. All account information shall be returned to the [City/Village] at the conclusion of the Services provided to the Aggregation Program.
- F. Notwithstanding the foregoing, nothing herein shall prevent the use by Vendor of such customer account information for the purpose of communicating with its customers. In addition, nothing herein shall prevent Vendor from using information in the public domain prior to its disclosure under this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have duly executed this agreement to be effective on the date first written above. The Parties agree that signatures transmitted by facsimile are acceptable and binding for execution of this Aggregation Program Agreement.

Vendor

[City/Village]:

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A: CONSORTIUM MUNICIPAL AGGREGATION SUPPLY PRICING CONFIRMATION

EXHIBIT B: OPT-OUT LETTER AND UNIFORM DISCLOSURE FORM

EXHIBIT C: PROGRAM MANAGEMENT AND DOCUMENTATION

EXHIBIT D: INSURANCE REQUIREMENTS

- A. Worker’s Compensation and Employer’s Liability with limits not less than: (1) Worker’s Compensation: Statutory;
- (2) Employer’s Liability:
\$500,000 injury-per occurrence
\$500,000 disease-per employee
\$500,000 disease-policy limit
Such insurance shall evidence that coverage applies in the State of Illinois.
- B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.
- All employees shall be included as insureds. C. Comprehensive General Liability
- a. with coverage written on an “occurrence” basis with limits no less than:
- \$1,000,000 Bodily Injury and Property Damage Combined Single Limit
- Coverage is to be written on an “occurrence” basis.
- Coverages shall include:
- Broad Form Property Damage Endorsement
 - Blanket Contractual Liability (shall expressly cover the indemnity provisions of the Contract)
- b. with coverage written on a “claims made” basis with limits no less than:
- \$1,000,000 Bodily Injury and Property Damage Combined Single Limit
- Coverage is to be written on a “claims made” basis.
- Coverages shall include:
- Broad Form Property Damage Endorsement
 - Blanket Contractual Liability (shall expressly cover the indemnity provisions of the Contract)
- D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering Vendor against all sums that Vendor may be obligated to pay on account of any liability arising out of the Contract.
- E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy shall provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
- F. [City/Village] as Additional Insured. [City/Village] shall be named as an Additional Insured on all policies except for: Worker’s Compensation
Professional Liability
- Each such additional Insured endorsement shall identify [City/Village] as follows: [City/Village] of _____, including its [Board/Council] members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.
- G. Other Parties as Additional Insureds. In addition to [City/Village], the following parties shall be named as additional insured on the following policies:

<u>Additional Insured</u>	<u>Policy or Policies</u>
---------------------------	---------------------------

EXHIBIT E: COMED PRICE MATCH OPTION

Eligible Customers

Eligible Customers means residential and small commercial electricity customers within the Aggregation Area who are eligible to participate in the Program pursuant to the Aggregation Act and other requirements of law, including but not limited to 83 Ill. Admin. Code Part 470 and ComEd Rate GAP. Eligible Customers may be further classified as recipients of Electricity Supply from Vendor pursuant to Section 5.A.1 of the Agreement or Default Tariff Service and by such standards as mutually agreed to by Vendor and [City/Village] and as carried out by Vendor.

Except as otherwise required by the Act or other requirements of law, Eligible Customers that may receive Opt-Out notices includes all residential and Small Commercial Customers within the Aggregation Area excluding: (1) customers served by an ARES other than Vendor (other than the immediately previous ARES supplying [City/Village]'s Aggregation Program), including pending "with RES" status as reported by ComEd; (2) customers served under ComEd's Rate BESH, Rate RTOUPP, or Rider RRTP supply service; and (3) customers enrolled in a net metering program other than a Participating Customer. Subject to enrollment or switching limitations with their current retail suppliers or vendors or applicable law, any residential or Small Commercial Customer may opt in pursuant to Section 5.B.2.b-d of the Agreement.

Eligible Customers in the initial and subsequent opt-out cycles or that opt in pursuant to Section 5.B.2.b-d of the Agreement will be placed on Electricity Supply service from Vendor or Default Tariff Service based on Vendor's criteria and discretion including the customer's usage patterns and wholesale market conditions as determined by the Vendor. Eligible Customers will be assessed the same Customer Class Price and will continue to receive monthly invoice statements from ComEd without regard to whether they are served by Vendor or on Default Tariff Service.

Eligible Customer Class Price:

Variable rate equal to the ComEd published Default Tariff Rate including the Purchased Electricity Charges (PEC), Transmission Service Charges (TSC) and the Purchased Electricity Adjustment (PEA) for each applicable month for the Term of the Agreement. On an annual basis, Vendor will have the right to review the list of accounts served and if necessary, return accounts taking service from Vendor back to ComEd Default tariff Services.

Customers on Default Tariff Service will receive supply service from ComEd pursuant to the terms of ComEd Rate BES.

Termination Fee for Withdrawing Customers:

No Early Termination Fee - \$0.00 (Zero) per utility account.

Agreement Term (subject to additional Extended Agreement Terms):

Year 1 = XX 2021 – XX 2022 (XX) months

Year 2 = XX 2022 – XX 2023 (XX) months [delete if multiple term not selected]

Year 3 = XX 2023 – XX 2023 (XX) months [delete if multiple term not selected]

CIVIC GRANT AND REC PURCHASE PROGRAM (SPECIAL SERVICES)

Civic Grant Contribution:

Vendor agrees to provide an annual Net Civic Grant Contribution payment equal to the greater of (i) \$XXX minus the costs of RECs procured by Retail Electric Supplier under the REC Purchase Program identified below and (ii) \$0.00 to the City for the Agreement Term within ninety (90) calendar days after the conclusion of such Agreement Term.

Notwithstanding the preceding, if the Agreement is terminated pursuant to Section 6.A by either Party during the Agreement Term, Vendor shall be obligated to provide a Net Prorated Civic Grant Contribution payment to City within ninety (90) days of the last month of electricity delivery prior to termination. The Net Prorated Civic Grant Contribution shall be calculated as follows:

$NPCGC = (CGC \times PM/TM) - RECC$ Where:

- NPCGC is the Net Prorated Civic Grant Contribution
- CGC is \$XXX
- PM is the number of months from the beginning of the Agreement Term through and including the last month with deliveries by Retail Electric Supplier prior to termination
- TM is the total number of months in Agreement Term
- RECC is the total costs incurred and documented by Retail Electric Supplier under the REC Purchase Program during that terminated Agreement Term.

Notwithstanding any other provision in this Agreement, Vendor may terminate in its sole discretion, or mutually agree with [City/Village] to adjust, the monthly Civic Contribution payment to the [City/Village] if the number of accounts that Vendor serves under this agreement falls below the higher of XXX accounts or 25% of the total number of accounts reported by ComEd pursuant to Rate GAP, because it would not be financially viable for Vendor to continue funding below such number.

REC Purchase Program (Special Services):

At the sole direction of [City/Village], Vendor will acquire and retire voluntary Green-E® Certified Renewable Energy Certificates (RECs) on behalf of [City/Village] that meet the sustainability goals and objectives of [City/Village] including but not limited to Wind and Solar generation RECs. Vendor shall from time to time and upon reasonable request by [City/Village] provide [City/Village] with information on the prevailing market-based rates for the RECs by generation type, location and vintage on at least a quarterly basis or as requested by [City/Village] at any time during the Agreement Term. Prior to Vendor purchasing any RECs on behalf of [City/Village] from REC providers identified by Vendor or a REC provider introduced to Vendor by [City/Village], [City/Village] will provide a written request (via email) to Vendor authorizing each REC purchase transaction. Such authorization shall document [City/Village]'s request to acquire the RECs. Vendor will provide written confirmation (via email) of each REC purchase and will provide documentation of the actual invoices and costs paid by Vendor to acquire the RECs from third-party REC providers. Vendor shall provide such REC acquisition services herein with no additional fees to the REC cost.

The funds to acquire any authorized REC purchases on behalf of [City/Village] during the Agreement Term will be deducted from the Civic Grant Contribution amount identified above. In no case shall Vendor be obligated to purchase RECs during an Agreement Term that, in aggregate, would exceed the Civic Grant Contribution amount identified above. To the extent that [City/Village] does not request or authorize any REC purchases during the Agreement Term, Vendor shall provide the Civic Grant Contribution payment as outlined above.

Community Solar Program:

Notwithstanding anything to the contrary in the POG or Agreement, Vendor and [City/Village] may continue to market and sell community solar subscriptions to residents within [City/Village]'s limits, including Eligible Customers, to the extent mutually agreed by Vendor and [City/Village] prior to the Effective Date of this Agreement. In addition, during the Agreement Term, Vendor and [City/Village] may choose to add, expand, or otherwise modify a community solar program. In any event, nothing in this agreement prevents Vendor from contacting or responding to a contact from a resident of [City/Village] regarding community solar or enrolling such customer on the customer's request.

EXHIBIT F: PLAN OF GOVERNANCE

**ADDITIONAL ITEM:
UPDATE ON CAPITAL
IMPROVEMENT PROGRAM
PROJECTS**

CIP PROJECT STATUS UPDATES

Project	City Council Approved	% Complete	Notes/Updates
Ringwood Ravine Project	3/15/2021	~45%	Anticipated completion mid-August 2021
Old Elm Parking Project	3/1/2021	~15%	Awaiting delivery of water quality structure; Construction to start in July 2021
South Park Parking Lot Design	5/3/2021	0% (Starting)	In Pre-planning, work is just getting underway in June 2021
Seminary Ravine Study	3/15/2021	~0-5%	Pre-planning work completed late May 2021
Waveland Park Parking Lot Design	N/A	~30%	Design work underway, wetland delineation complete
Natural Area Management	TBD	0% (Not Started)	Study to start late summer 2021

For more information on local City projects, visit the [Current Projects](#) web page online.