

Village of Oak Park Electric Aggregation Plan of Operation and Governance

**September 26, 2011
Amended October 18, 2011
Amended (date)**

VILLAGE OF OAK PARK ELECTRIC AGGREGATION PLAN OF OPERATION AND GOVERNANCE

I. HISTORY AND PURPOSE OF MUNICIPAL AGGREGATION

Pursuant to the Illinois Power Agency Act, 20 ILCS 3855/1-92, municipalities such as the Village of Oak Park are authorized to aggregate the electric loads of small commercial and retail customers located within the Village and to then solicit bids, select a retail electric supplier, and enter into a service agreement to facilitate the purchase of electricity and related services and equipment on behalf of its residents and small businesses. The statute is a part of the state's electric deregulation efforts which allow customers access to competitive retail electric markets.

In accordance with that law, in early 2011, the Village of Oak Park Board of Trustees passed a resolution authorizing a referendum on the April, 2011 ballot which asked the public for authority to create an Opt-Out aggregation program for its residents and small business customers.

Oak Park voters approved the Village of Oak Park's Community Choice Aggregation Referendum at the April 4, 2011 general election. After the referendum passed, Oak Park retained the services of a Consultant to assist with implementing the program, bidding and selecting the electricity supplier.

Staff also conducted a public outreach campaign to educate Oak Park residents and small businesses about the Community Choice Aggregation 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, a community-wide survey, press releases, news articles in local and regional media and the creation of an energy committee consisting of Oak Park staff, commissioners and residents with a background in energy matters. The public identified as a priority the option to purchase a renewable or carbon neutral power supply.

Oak Park's Aggregation Program seeks to aggregate the retail electric loads of eligible residents and small commercial retail accounts and to solicit bids for the purchase of that electricity. Oak Park's program will solicit bids for both a lowest rate alternative as well as an alternative for a cleaner, greener supply of electric power as requested by the public. With an estimate of 20,000 eligible electric accounts, the Aggregation has the potential to attract lower rates than the current default tariffed service rate, while also acquiring a cleaner power supply.

Residential and small commercial retail customers often lack the knowledge, time and awareness to conduct due diligence and negotiate favorable terms with alternate retail electric suppliers on their own. Oak Park's program not only provides these services, but provides the bargaining power achieved through the size of the Aggregation. The Program is designed to reduce the amount its members pay for electric energy power supply and gain other favorable terms of service.

Oak Park will not buy or resell power, but will competitively bid and negotiate a contract with a competent and licensed alternative retail electric supplier (ARES) to provide electric supply at contracted rates to all members of the Aggregation Program. The ARES shall provide accurate and understandable pricing, ancillary services and an opt-out notification plan. The ARES will also perform and manage ancillary services for the Aggregation Members as described in this document.

Because the Village adopted an opt-out aggregation program, all customers in the defined aggregation group participate in the program unless they affirmatively elect to opt out of the program. By including procedures by which customers may opt-out, the Aggregation Program ensures that participation is voluntary and individuals have the ability to decline to participate.

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

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

Oak Park and the selected ARES will follow the Plan of Operation and Governance set forth in this document.

II. DEFINITIONS

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

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

“Aggregation Program” or “Program” shall mean the program developed by the Village of Oak Park, as a Municipal Aggregator under the Act, to provide residential and small commercial customers in Oak Park with retail electric supply as described in this document;

“Aggregation Consultant” or “Consultant” shall refer to an independent consultant with demonstrated expertise in electric supply contracting licensed in accordance with Section 5/16-115C of the Electric Service Customer Choice Act, 220 ILCS 5/16-115C.

“Aggregation Member” or “Member” shall mean a residential or small commercial retail electric account enrolled in the Village of Oak Park’s Community Choice Aggregation program;

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

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

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

“Default Tariffed Service” shall mean the electricity supply services available to eligible retail customers of the Utility;

“Electric Utility” or “Utilities” shall mean Com Ed as the entity that has a franchise, license, permit or right to distribute, furnish or sell electricity to retail customers within Oak Park;

“Eligible Retail Customer” shall mean the residential and small commercial retail customers of the Utility;

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

“Load” shall mean the total demand for electric energy required to serve the Village of Oak Park’s residential and small commercial members in the Aggregation;

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

“Oak Park” or “The Village” shall mean the Village of Oak Park, acting by and through its corporate authorities, and authorized Village employees;

“Opt-Out” shall mean the process by which a customer who would be included in the Aggregation chooses not to participate in the Aggregation and to return to Com Ed’s default tariffed service;

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

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

“Power Supply Service Agreement” or “Service Agreement” shall mean the contract between the Village of Oak Park and the Alternate Retail Electric Supplier;

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

“Small Commercial Retail” shall mean those retail customers with an annual peak demand of 100 KW or less, provided, however, that the definition of Small Commercial Retail will include such other definition or description as may become required by law.

III. ROLE OF THE VILLAGE

- A.** After the adoption of this Plan, the Village Manager shall submit to Com Ed, in writing, a warrant demonstrating the passage of the Village’s municipal aggregation ordinance, the adoption of this Plan by the corporate authorities, and requesting the identification of retail and small commercial electric customer account information and generic load profiles.
- B.** The Village will maintain the customer information it receives in a confidential manner as required by law and will use that information only for purposes of its Municipal Aggregation. Customer account information will be considered confidential and will not be disclosed under the Freedom of Information Act.
- C.** The Village review the customer list to remove ineligible customers, provided however, that the Village shall have no responsibility to potential aggregation members or the ARES for the accuracy of the customer account information provided.
- D.** The Village will develop the RFP in cooperation with the Aggregation Consultant in accordance with the terms set forth in this document.
- E.** The Village will inform the potential bidders in the RFP document of the Village’s generic load profile information as provided by Com Ed.
- F.** The Village will receive and evaluate proposals and contract with any ARES who the Village Board finds to be in the best interest of the Village.
- G.** The Village is under no obligation to enter into any service agreement with any ARES and may, in its discretion, chose to have the aggregation members remain on Com Ed’s default tariffed service, or to re-bid the electric service under the same or amended terms of this Plan.
- H.** The Village, as the facilitator of this bidding process, is not responsible for providing electricity to the members of the Aggregation, or for billing or collecting for electricity provided under any 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.

IV. ROLE OF THE AGGREGATION CONSULTANT

- A. Licensure and Code of Conduct.** The Aggregation Consultant will be duly licensed as required by the Electric Service Customer Choice and Relief Act, 220 ILCS 5/16-115C and will comply with the code of conduct requirements thereunder.
- B. Duties.** The Aggregation Consultant shall advise the Village and assist the Village with the development and implementation of its Municipal Aggregation Program, including advising staff and elected officials (at the request of the Village Manager) 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 Service Agreement.

- C. Required Independence and Disclosures.** As required by the Electric Service Customer Choice Act, the Consultant will be in a fiduciary relationship with the Village and owes the Village and its Aggregation Members 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 and to terminate the agreement in the event of such a relationship. Breach of these terms will result in the Village terminating the Consultant Agreement.
- D. Fee.** The Consultant shall not be paid directly by the Village, but will receive a broker fee directly from the selected ARES. If the Village chooses not to contract with an ARES, the Village will not be responsible to pay the Consultant any fee or compensation.
- E. Confidentiality.** The Consultant shall not have access to any confidential customer account information. In the event the Consultant becomes privy to any confidential customer account information, it agrees not to use that information for any purposes outside the scope of the services provide by this Agreement and specifically agrees not to use for itself, or to sell, trade, disseminate or otherwise transfer that information to any other party for any purpose other than this Aggregation Program.
- F. Village Assistance.** The Consultant shall advise the Village on any changes in laws, rules, tariffs or any other regulatory matter that impacts the Aggregation during the term of the Service Agreement.
- G. Ownership of Work Product.** The Consultant shall not use any Village work product for any other client or represent any Village work product as its own.

V. BIDDING

- A. Bidding Procedures.** The Village, working in cooperation with the Consultant, shall develop a Request for Proposals containing the terms and conditions required in this Plan of Operation and Governance. The bidding process will be conducted in accordance with all applicable state and local laws and normal Village bidding practices and protocols.

The corporate authorities of the Village of Oak Park will retain the full and absolute right to accept, accept with conditions, or reject any bid. The Village may, but is not required to, select an ARES to provide an energy power supply for the Aggregation Program according to the terms of the Service Agreement between Oak Park and the ARES.

If the Village does not award a contract as a result of the bid process, the Village will notify the Aggregation Members that their electricity will continue to be provided by Com Ed's default tariff service provider.

B. Contents of the Bid

1. Term of Agreement:

The initial Service Agreement will be for a two (2) year period. The Village Board of Trustees will have discretion to determine the length of any future contract periods.

2. Power Mix:

Bidders will quote rates for the following energy mixes:

- a. Lowest Price Mix. The lowest priced electricity supply available from the ARES using, at a minimum, renewable energy consistent with the Renewable Portfolio Standard required by law. Between comparable offers, the Village will give preference to any bidder that provides all its power from sources other than coal.
- b. 100% Renewable - REC Supported Mix. Electricity where any non-renewable sources are offset 100% by Renewable Energy Credits sourced through PJM hydro, wind, solar or captured methane-landfill gas.

Aggregation Members will be automatically enrolled in the 100% Renewable, REC Supported Mix. For the extended contract period of January 4 to (date in June 2013), Members also will be automatically enrolled in a carbon offset program for the Member's aggregated natural gas use for the same period of time.

3. Rates:

The bid documents shall require the ARES to provide the rate information in the following format:

	Best Rate Mix			100% RECs Mix		
ComEd Rate Period	Total Rate as it will appear on Member Bills	% Savings realized from Default Rate	Savings Guaranteed or Estimated?	Total Rate as it will appear on Member Bills	% Savings realized from Default Rate	Savings Guaranteed or Estimated?
Dec '11 - June '12						
June '12 – Oct '12						
Oct '12 - June '13						
June '13 - Oct'13						
Oct'13 - Dec'13						

The Village's intent in soliciting the bids is to provide residents with delivered electricity prices that are always less than ComEd's applicable rates. The above table breaks down the two-year contract into five time periods coinciding with ComEd's pricing time periods. The ARES has the option of providing a "Total Rate" for each time period or a "Percent Savings." The ARES must state if the "Percent Savings" are guaranteed or estimated.

4. Other Charges: Neither the Village nor the selected ARES will impose any terms, conditions, fees or charges on any Member served by the Aggregation Program other than the rate quoted above and a reasonable administrative fee for customers who opt out after the initial opt out process has concluded.

5. Disclosure: In bidding, the ARES shall disclose the percentage of the rate that is attributable to administrative services and the energy consultant's commission.

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

7. Mid-term customer additions. Bidders will describe how they will handle customers who want to join the Aggregation after the beginning of the Service Agreement, including customers who relocate within the Village and new customers who establish new electric service.

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

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

10. Subcontractors: Bidders shall not employ any subcontractors other than as necessary for administrative tasks such as notices and printing, without the prior authorization of the Village. All subcontractors will be held to the same strict confidentiality standards applicable to the ARES and will be required to otherwise comply with the requirements of the Service Agreement. The use of subcontractors whether approved or unapproved will not relieve the ARES from the duties, terms and conditions in the Service Agreement. Bidders shall be authorized resellers of electricity. As such their relationships with PJM or energy producers shall not be considered subcontracts for purposes of this document.

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

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

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

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

C. Qualification of Bidders

Bidders must demonstrate that they satisfy each of the following requirements:

1. Maintain a certificate of serviced authority from the State of Illinois as a certified retail electric supplier and any and all other licenses or certifications required by the ICC;
2. Register as a retail electric supplier with ComEd;
3. Maintain a Service Agreement for Network Integration Transmission Service under Open Access Transmission Tariff;
4. Maintain the necessary corporate structure to sell energy power supplies to the ComEd residential and small commercial retail customers in Oak Park;
5. Maintain an Electronic Data Interchange computer network that is fully functional at all times and includes back-up file saving systems, and is capable of handling the ComEd residential and small commercial retail electric customers in Oak Park;
6. Maintain the marketing ability to reach all ComEd residential and small commercial retail customers in Oak Park to educate them on the terms of the Aggregation Program and the Act, ensuring that marketing materials take into account multiple modes of communication including but not limited to regular mail using the Village's envelopes, email distribution lists, websites, social media and phone contact;
7. Maintain a call center capable of handling calls from Aggregation Members with a minimum number of ten (10) lines and a description of the command of authority to resolve issues;
8. Maintain a local or toll-free telephone number for customer service and complaints related to the Oak Park's Aggregation Program with a detailed plan for reaching multi-lingual customers or customers with disabilities;
9. Provide proof of the company's bond posting with the ICC;
10. Comply with all applicable laws and regulations of the State of Illinois.

D. Bid Evaluation

The Village will evaluate the bids on the following criteria:

1. Qualifications of the Bidder
2. Rates and corresponding power mixes provided in the format shown above.
3. Quality of the Response to the Aggregation Plan
4. Quality of Marketing Plan and Timeline
5. Experience
6. Any other factors deemed to be in the Village's best interest.

E. Award of Bid

The Village will award a contract to any bidder which the Village Board determines to be in the best interests of the Village. The Village will not be required to award any contract.

VI. POWER SUPPLY SERVICE AGREEMENT

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

A. Term. The Village's first Service Agreement shall be for a two year period. Following the expiration of the term, the ARES will continue to provide electric service on

a month to month basis at its then best rate until provided with 30 day written notice to discontinue providing service. If the Agreement is extended or renewed, Members will be notified by the Village as required by law and the rules of the ICC and IPA as to any change in rates or service conditions. The corporate authorities of the Village of Oak Park will have the discretion to set the length of any subsequent contract term.

B. Rate. The agreement shall specify the rates and the power mix as quoted in the proposal and shall specify any other charges or fees, such as a disconnection, opt out or opt in fee.

C. Compliance With Requirement in the Bid. The agreement shall require the ARES to maintain all required qualifications, and to provide all services required in the bid.

D. Confidentiality of Customer Database. The ARES shall preserve the confidentiality of all Aggregation Members' account information 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 Village, upon receiving customer information from ComEd, shall be subject to the limitations on the disclosure of that information described in Section 2HH of the Consumer Fraud and Deceptive Practices Act, 815 ILCS 505/2HH.

E. Non-Competition. The ARES must agree not to solicit or contract directly with eligible Aggregation Program customers for service or rates outside the Aggregation Program, and agrees not to use the Customer information for any other marketing purposes.

F. Hold Harmless. The ARES must agree to hold Oak Park financially harmless from any and all financial obligations arising out of its role as facilitator of the Municipal Aggregation.

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

H. Reporting. The agreement will provide that the ARES will provide the Village with such reports and information as required in this Plan.

I. Costs. All costs of the aggregation program development and administration will be paid by the ARES.

VII. IMPLEMENTATION PROCEDURES

A. Development of Customer Database

Pursuant to ICC regulations, after this Plan is approved by the Village, the Village Manager or his designee will then submit a Direct Access Request and Government

Authority Aggregation Form to ComEd (ILL.C.C. No.10 Rate GAP Government Aggregation Protocols, Sheets 406-411, April 17 2011) requesting that it provide the Village with Retail Customer Identification Information. ComEd will provide the Village with the requested information within ten (10) business days of receiving the request in accordance with those adopted protocols.

After selecting and contracting with an ARES, the Village, 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 Village;
2. The customer has a pre-existing agreement with another ARES;
3. The customer has free Com Ed service;
4. The customer has hourly rate Com Ed customer (real time pricing);
5. The customer is on Com Ed's electric heat rate;
6. The customer is on a Com Ed bundled hold.

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

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

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

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 two rates quoted in their bid for customers to select.

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 will maintain the database in a secure and confidential manner. The ARES will keep Customer Account Information for a minimum of two years following the termination of the service.

C. Opt-Out Process

The Village's Aggregation is an Opt-Out program pursuant to 20 ILCS 3855/1-92. Any eligible electric account that opts out of the Program pursuant to the procedures stated below will automatically be placed on the ComEd default tariffed service unless and until the account chooses another 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. The ARES will mail Aggregation and Opt Out Notices to the eligible account holders within the boundaries of Oak Park at the address provided with the Retail Customer Identification Information provided by ComEd.

2. Content of Notice

The Village and the ARES will agree to the format and contents of the Aggregation and Opt-Out Notice prior to distribution or mailing. The Notice will inform the electric account owner of the existence of the Aggregation Program, the identity of the ARES, 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 Village, and include the Village name and logo on the envelope. The Notice shall be signed by the Village Manager or his designee.

3. Time to Respond

Aggregation Members shall have thirty (30) 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 Village Aggregation Program.

The time to respond shall be calculated based on the post mark date of the notice to the customer and the post mark date of the customer's response. The 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 14 days from the post mark date on the Opt Out notice. Upon receipt of the opt-out reply, the ARES will remove the account from the Aggregation Program.

After the expiration of the thirty (30) day Opt Out period, the Customer list shall become final. All customers who have not opted out will be automatically enrolled in the Program. Customers will not need to take any affirmative steps in order to be included in the program.

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

4. Change of Address

Members who move from one location to another within the corporate limits of Oak Park shall retain their participant status.

D. Notification to ComEd

Pursuant to ILL.C.C. No.10, Rate GAP, after the Opt-Out response period has expired, the ARES shall submit the account numbers of participating Aggregation Members to ComEd and the rate to be charged to those customers pursuant to the Service Agreement and the customer's election. The ARES will provide that information to ComEd in the format ComEd requires.

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

Com Ed will then notify customers that they have been switched to the ARES and provide the customer with the name and contact information of the ARES. Customers will have the option to rescind their participation in the program according to time frames and procedures established by ComEd.

E. Activation of Service

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

F. Billing

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

VIII. ADDITIONAL SERVICE TERMS AND CONDITIONS

A. Member Education

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

B. Universal Access

The ARES will implement a process to provide universal access including Member Education for multi-lingual members and members with disabilities.

C. Customer Service

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

D. Compliance with Laws

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

E. Reporting

1. Power Mix Reporting

The ARES's will deliver quarterly reports to the Village 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 Aggregation Members; (b) the electricity was supplied to the interconnected grid serving the Aggregation Members; and (c) the same generated electricity was not sold to more than one consumer.

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

2. REC Reporting

The ARES will deliver reports that provide competent and reliable evidence to support the fact that it purchased properly certified RECS in a sufficient quantity to offset the non-renewable energy provided in the mix.

3. Aggregation Reports

The ARES will provide the Village with quarterly reports showing the number of Members participating in the Aggregation Program and the total cost for energy provided to the Aggregation as compared to the ComEd's default tariffed service rates. In addition, the ARES will report its efforts at member education.

F. Termination of Service

1. End of Term

The Village's service agreement with the ARES will terminate upon its expiration, provided that the ARES will continue to provide service at their best rate on a month to month basis after the expiration of the contract term until the Village provides it with 30 day written notice to discontinue providing service.

2. Early Termination

The Village will have the right to terminate the 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 Customer information.
- b. The ARES becoming disqualified to perform the services by virtue of the lapse or revocation of any required license or certification listed as a qualification in the RFP.
- c. 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 kWh rates and stated charges.
- f. Billing or attempting to collect any charge other than the approved kWh rates and contractually approved charges.
- g. Failure to perform at a minimum levels of customer service required by the Village.

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

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

Upon termination for any reason, the Village will notify Com Ed to return the Aggregation Members to the default tariffed electric service.

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

G. Jurisdiction

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

H. Limitation Of Liability

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

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

IX. INFORMATION AND COMPLAINT NUMBERS

Copies of this Plan will be available from the Village of Oak Park free of charge. Call Oak Park Village Hall at 708-383-6400 for a copy or for more information. Any electric customer, including any participant in Oak Park'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.