



# VILLAGE OF BENSENVILLE

## Village Board

President  
Frank Soto

Trustees  
Morris Bartlett  
Robert "Bob" Jarecki  
Martin O'Connell III  
Oronzo Peconio  
JoEllen Ridder  
Henry Wesseler

Village Clerk  
Susan Janowiak

Village Manager  
Michael Cassidy

## Village of Bensenville, Illinois BOARD OF TRUSTEES MEETING AGENDA

**6:30 P.M. Tuesday, December 4, 2012**

**Bensenville Village Hall, 12 S. Center Street, Bensenville IL 60106**

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC HEARING ON THE VILLAGE OF BENSENVILLE ELECTRIC POWER AGGREGATION PLAN OF OPERATION AND GOVERNANCE
- V. PUBLIC COMMENT (3 minutes per person with a 30 minute meeting limitation)
- VI. Blackhawk Middle School Students: Math Teams Recognition
- VII. APPROVAL OF MINUTES  
November 27, 2012 Board of Trustees
- VII. WARRANT – December 4, 2012 #12/22 \$1,131,346.96
- VIII. **CONSENT AGENDA – CONSIDERATION OF AN “OMNIBUS VOTE”**
- IX. **REPORTS OF STANDING COMMITTEES**
  - A. Community and Economic Development Committee – No Report
  - B. Infrastructure and Environment Committee – No Report
  - C. Administration, Finance and Legislation Committee
    1. *Ordinance Amending the Bensenville Village Code to Increase the Spending Authority of Department Directors*
    2. *Ordinance Approving the Village of Bensenville Electric Power Aggregation Plan of Operation and Governance*
  - D. Public Safety Committee – No Report

E. Recreation and Community Building Committee – No Report

F. Technology Committee – No Report

X. **REPORTS OF VILLAGE OFFICERS:**

A. PRESIDENT'S REMARKS:

B. VILLAGE MANAGER'S REPORT:

C. VILLAGE ATTORNEY'S REPORT:

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

XIII. EXECUTIVE SESSION

A. Review of Executive Session Minutes [5 ILCS 120/2 (C)(21)]

B. Personnel [5 ILCS 120/2(C)(1)]

C. Collective Bargaining [5 ILCS 120/2 (C)(2)]

D. Property Acquisition [5 ILCS 120/2(C)(5)]

E. Litigation [5 ILCS 120/2(C)(11)]

XIII. MATTERS REFERRED FROM EXECUTIVE SESSION

XIV. ADJOURNMENT

**Village of Bensenville**  
**Board Room**  
**12 South Center Street**  
**Bensenville, Illinois 60106**  
**Counties of DuPage and Cook**

**MINUTES OF THE VILLAGE BOARD OF TRUSTEES MEETING**

**November 27, 2012**

**CALL TO ORDER:** 1. President Soto called the meeting to order at 6:33 p.m.

**ROLL CALL:** 2. Upon roll call by Village Clerk, Susan Janowiak, the following Board Members were present:

Bartlett, Jarecki, O'Connell, Peconio, Ridder, Wesseler

Absent: None

A quorum was present.

**PUBLIC HEARING:** 3. President Soto opened the public hearing on the Village of Bensenville Electric Power Aggregation Plan of Operation and Governance at 6:34 p.m.

**ROLL CALL:** Upon roll call by Village Clerk, Susan Janowiak, the following Board Members were present:

Bartlett, Jarecki, O'Connell, Peconio, Ridder, Wesseler

Absent: None

A quorum was present.

President Soto asked if there were any members of the audience that had any questions or comments. There were none.

**Motion:** Trustee Bartlett made a motion to continue the Public Hearing until December 4, 2012. Trustee Ridder seconded the motion.

All were in favor. Motion carried.

**PUBLIC COMMENT:** There was no public comment.

**APPROVAL OF  
MINUTES:**

4. The November 13, 2012 Village Board Meeting minutes were presented.

Motion: Trustee Wessler made a motion to approve the minutes as presented. Trustee Bartlett seconded the motion.

All were in favor. Motion carried.

**WARRANT NO.  
12/21:**

5. President Soto presented **Warrant No. 12/21** in the amount of \$1,585,561.58.

Motion: Trustee O'Connell made a motion to approve the warrant as presented. Trustee Ridder seconded the motion.

**ROLL CALL:**

AYES: Bartlett, Jarecki, O'Connell, Peconio, Ridder, Wessler

NAYS: None

All were in favor. Motion carried.

Motion: 6. Trustee Wessler made a motion to set the Consent Agenda as presented. Trustee O'Connell seconded the motion.

All were in favor. Motion carried.

**Resolution No.  
R-97-2012:**

**Resolution Adopting Meeting Schedules for the Village Board and Standing Committees for the 2013 Calendar Year. (Consent Agenda)**

**Resolution No.  
R-98-2012:**

**Resolution Authorizing the Execution of a Contract with Chad Norris for the Provision of Video Production Services. (Consent Agenda)**

**Resolution No.  
R-99-2012:**

**Resolution Authorizing the Execution of an Agreement with the underwriters Safety & Claims, Inc. for the Provision of Certain Insurance with Safety National Casualty Corporation. (Consent Agenda)**

**Resolution No.**

**R-100-2012:**

**Resolution Concerning the Determination of the Bensenville Village Board that Change Order Number One (Final) with A-Lamp Concrete Contractors, Inc. for an Increase of \$9,564.86 is Required for the Volk Brothers CDGB Project – Phase II for a Revised and Final Contract Cost of \$877,782.86. (Consent Agenda)**

**Resolution No.**

**R-101-2012:**

**Resolution Authorizing the Execution of a Design Engineering Services Contract for the White Pines Water Main Replacement Project with Christopher B. Burke Engineering, Ltd. in the Amount of \$67,378. (Consent Agenda)**

**Ordinance No.**

**79-2012:**

**Ordinance Amending Village Code, Title 5, Traffic and Motor Vehicles, Chapter 3, Street and Intersections, Section 5-3-9, Stop Intersections. (Consent Agenda)**

**Resolution No.**

**R-102-2012:**

**Resolution Approving the Continued Engagement of Baecore Group, Inc. for Certain Services Relating to Technology Solutions. (Consent Agenda)**

Motion:

Trustee Bartlett made a motion to approve the Consent Agenda as presented. Trustee Ridder seconded the motion.

**ROLL CALL:**

AYES: Bartlett, Jarecki, O'Connell, Peconio, Ridder, Wesseler

NAYS: None

All were in favor. Motion carried.

**Resolution No**

**R-103-2012:**

7. President Soto gave the summarization of the action contemplated in **Resolution No. R-103-2012** entitled **A Resolution Authorizing the Execution of an Agreement with Arthur J. Gallagher Risk Management Services, Inc. for the Provision of Certain Insurance with One Beacon Insurance Company.**

Motion:

Trustee Peconio made a motion to approve the resolution as presented. Trustee O'Connell seconded the motion.

**ROLL CALL:** AYES: Bartlett, Jarecki, O'Connell, Peconio, Ridder, Wesseler  
NAYS: None  
All were in favor. Motion carried.

**Resolution No  
R-104-2012:**

8. President Soto gave the summarization of the action contemplated in **Resolution No. R-104-2012** entitled **A Resolution Approving the Amendment to the Contract for Architectural Services for a Shared Police Facility with FGM Architects, Inc.**

Motion: Trustee Wesseler made a motion to approve the resolution as presented. Trustee Bartlett seconded the motion.

**ROLL CALL:** AYES: Bartlett, Jarecki, O'Connell, Peconio, Ridder, Wesseler  
NAYS: None  
All were in favor. Motion carried.

**PRESIDENT'S  
REMARKS:**

President Soto thanked all Residents, Staff and Volunteers for their efforts in making Holiday Magic 2012 a success.

**MANAGERS  
REPORT:**

Village Manager, Michael Cassady, had no report.

**UNFINISHED  
BUSINESS:**

There was no unfinished business.

**NEW BUSINESS:**

Trustee Ridder announced the Toy Drive and Rotary Coat Drive are currently on going and encourages all Resident to participate. Trustee Ridder stated the last day for donations is December 1, 2012.

**EXECUTIVE  
SESSION:**

Village Attorney, Pat Bond, stated there was no need for Executive Session.

**ADJOURNMENT:** Trustee O'Connell made a motion to adjourn the meeting. Trustee Wessler seconded the motion.

All were in favor. Motion carried.

President Soto adjourned the meeting at 6:45 p.m.

Susan Janowiak  
Village Clerk

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville this \_\_\_\_\_ day, December, 2012

**TYPE:** Ordinance **SUBMITTED BY:** Mike Cassady **DATE:** November 29, 2012

**DESCRIPTION:** An Ordinance Amending Section 3-15-2C (Purchase Orders) of the Bensenville Village Code Purchasing Procedure.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

<input checked="" type="checkbox"/>	<i>Financially Sound Village</i>	<input type="checkbox"/>	<i>Enrich the lives of Residents</i>
<input type="checkbox"/>	<i>Quality Customer Oriented Services</i>	<input type="checkbox"/>	<i>Major Business/Corporate Center</i>
<input type="checkbox"/>	<i>Safe and Beautiful Village</i>	<input type="checkbox"/>	<i>Vibrant Major Corridors</i>

**BACKGROUND:**

As part of the budget process staff reviews all of the Budget and Financial Policies of the Village. As part of this review staff made recommendations on increasing staff purchasing authority. During the AF&L Committee discussion on November 27, 2012, the Committee agreed to increase the spending authority as recommended for Department Directors, but did not agree to increase the Village Manager's spending authority (vote 6-1).

**KEY ISSUES:**

Per the AF&L Committee recommendation, the attached Ordinance only applies to the Department Directors' spending authority. The Ordinance raises the Director spending authority from \$250 to \$2,500 to be consistent with our comparable communities (see attached) and relieve the administrative burden that often delays routine expenditures. This is consistent with our goal of streamlining processes to improve customer service.

All purchases will continue to be subject to Board review via the Warrant, all purchases between \$2,500 and \$10,000 will still require Village Manager approval, and all purchases over \$10,000 will still require Board approval.

**ALTERNATIVES:** Discretion of the Board.

**RECOMMENDATION:** Increase the spending authority of Department Directors from \$250 to \$2,500. This is consistent with the AF&L Committee recommendation from their November 27, 2012 meeting.

**BUDGET IMPACT:** None.

**ACTION REQUIRED:** Pass the Ordinance.



	<b>Village Manager</b>	<b>Department Head</b>	
Schiller Park	5,000.00	2,000.00	
Wood Dale	10,000.00	1,000.00	
Lombard	20,000.00	5,000.00	
Park District of Oak Park	20,000.00	5,000.00	
Morton Grove	10,000.00	2,000.00	
Franklin Park	5,000.00	2,000.00	
Elmhurst	20,000.00	5,000.00	
Addison	10,000.00	-	
Downers Grove	15,000.00	4,000.00	
Bensenville	10,000.00	250.00	
Palatine	20,000.00	1,000.00	3,000 deputy village manager
Mount Prospect	20,000.00	2,000.00	
Villa Park	10,000.00	5,000.00	

**Ordinance \_\_\_\_\_**

**AN ORDINANCE AMENDING THE BENSENVILLE VILLAGE CODE  
PURCHASING PROCEDURE**

**BE IT AND IT IS HEREBY ORDAINED** by the President and Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois, as follows:

**SECTION ONE:** That Section 3-15-2-C of the Bensenville Village Code is hereby amended by the increase of the spending limit for Purchase Orders from two hundred fifty dollars to two thousand two hundred fifty dollars and the following language shall be inserted in lieu thereof:

“3-15-2:

- C. Purchase Orders: Whenever a purchase order is in the amount greater than two thousand five hundred dollars (\$2,500.00), the village manager shall prepare a purchase order addressed to the successful bidder or vendor, directing him to supply the goods required in accordance with the terms agreed upon.”

**SECTION TWO:** All Resolutions and Ordinances in conflict herewith are replaced to the extent of said conflict.

**SECTION THREE:** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED by the President and Board of Trustees at the Village of Bensenville, this 4th day December, 2012.

\_\_\_\_\_  
Frank Soto, Village President

ATTEST:

\_\_\_\_\_  
Susan Janowiak, Village Clerk

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**TYPE:** Public Hearing / Ordinance    **SUBMITTED BY:** Dan Di Santo    **DATE:** November 28, 2012

**DESCRIPTION:** Conduct the Public Hearing and Pass the Ordinance approving the Village of Bensenville Electric Power Aggregation Plan of Operation and Governance

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

<input checked="" type="checkbox"/>	<i>Financially Sound Village</i>	<input checked="" type="checkbox"/>	<i>Enrich the lives of Residents</i>
<input checked="" type="checkbox"/>	<i>Quality Customer Oriented Services</i>	<input type="checkbox"/>	<i>Major Business/Corporate Center</i>
<input type="checkbox"/>	<i>Safe and Beautiful Village</i>	<input type="checkbox"/>	<i>Vibrant Major Corridors</i>

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**COMMITTEE ACTION:** AF&L Standing Committee of the Board  
authorized the Energy Aggregation Program (vote 6-0)

**DATE:** November 13, 2012

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**BACKGROUND:**

On November 27, 2012 the Village Board opened the public hearing on the Village's draft Electric Power Aggregation Plan of Operation and Governance (Plan) and continued it to the December 4, 2012 meeting. The purpose of the Plan is to (1) provide for universal access to all eligible customers, (2) describe the demand management and energy efficiency services provided to customers, and (3) meet any requirements of the law. Prior to adoption of the plan, two public hearings must be held. The next step in the aggregation process is to close the public hearing and approve the Plan.

**KEY ISSUES:**

Following adoption of the Plan, the Village can select an electric supplier and lock in a new electric rate. The Village is currently in the process of soliciting competitive bids. The bids are based on market rates for electricity the day the bids are due. As such, the bids are due to the Village by 1:30PM on December 11, and the Village Board will select the winning vendor later that evening. Given market volatility, it is possible that the staff recommendation will be to reject all bids if they do not achieve reasonable savings. After selecting the preferred vendor, there is a 60-day period where residents and small businesses are given the opportunity to opt-out of the aggregation program.

A summary of the timeline is as follows:

- Close the Public Hearing on the Plan of Operation and Governance (Dec 4)
- Approval of the Plan of Operation and Governance (Dec 4)
- Bids due by alternative energy suppliers (Dec 11)
- The Village selects the winning bid for electricity (Dec 11)
- Customers are informed that they have the right to opt-out of the program (Dec-Feb)
- New rate takes effect (Feb)

**ALTERNATIVES:**

- Discretion of the Board

**RECOMMENDATION:**

Conduct the public hearing and approve the Plan of Operation and Governance.

**BUDGET IMPACT:**

N/A

**ACTION REQUIRED:**

Conduct the public hearing and pass the Ordinance approving the Plan of Operation and Governance.

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE APPROVING THE VILLAGE OF  
BENSENVILLE ELECTRIC POWER AGGREGATION PLAN OF  
OPERATION AND GOVERNANCE**

**WHEREAS**, the Village of Bensenville (hereinafter referred to as “Village”) is a non-home-rule Illinois municipality organized and existing under the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

**WHEREAS**, the Illinois Power Agency Act, 20 ILCS 3855/1-92 (the “Act”), authorizes municipalities to adopt programs for the aggregation of residential and small commercial retail electrical loads located within the municipality (“Electricity Aggregation Program”) and to solicit bids and enter into service agreements to facilitate for those loads the sale and purchase of electricity and related services and equipment pursuant to the Act; and

**WHEREAS**, the Village may operate an Electricity Aggregation Program under the Act as an “opt-out” program, whereby residential and small commercial retail customers may choose not to participate in the program, if authorized by referendum pursuant to the requirements of the Act; and

**WHEREAS**, the Village submitted the public question of whether the Village should operate the Electricity Aggregation Program as an opt-out program in a referendum on November 6, 2012, and the referendum passed by a majority vote of the electors voting on the public question; and

**WHEREAS**, the Village has amended its Village Code to authorize the aggregation of residential and small commercial retail electrical loads located within the corporate limits of the Village of Bensenville for the purpose of soliciting bids and

entering into service agreements to facilitate for such aggregated loads the sale and purchase of electricity and related services and equipment;

**WHEREAS**, the Act and the Village Code require the Village of Bensenville to develop a Plan of Operation and Governance (Plan) for the Aggregation Program and conduct two public hearings prior to approval of the Plan;

**WHEREAS**, the Village, after publishing newspaper notice as required by the Act, has held the public hearings required by the Act on November 27, 2012 and December 4, 2012;

**WHEREAS**, the corporate authorities hereby find that it is in the best interest of the Village to approve the Village of Bensenville Electric Power Aggregation Plan of Operation and Governance attached hereto as Exhibit A; and

**THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS, DULY ASSEMBLED AT A REGULAR MEETING, AS FOLLOWS:**

**SECTION ONE:** The foregoing recitals set forth above are true and correct and incorporated herein by reference.

**SECTION TWO:** The Corporate Authorities of the Village of Bensenville hereby approve and adopt the Electric Power Aggregation Plan of Operation and Governance that is attached as Exhibit A to this Ordinance. The Village's Electric Power Aggregation Program shall be operated and governed in accordance with said Plan of Operation and Governance, the applicable provisions of the Illinois Power Agency Act and any applicable rules and regulations that are now or in the future adopted pursuant to the Act.

**SECTION THREE:** If any provision of this Ordinance, or the applications of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance.

**SECTION FOUR:** This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

**SECTION FIVE:** The specific terms and conditions of this Ordinance shall prevail against other existing ordinances of the Village to the extent there may be any conflict.

PASSED this 4<sup>th</sup> day of December, 2012.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this 4<sup>th</sup> day of December, 2012.

SIGNED: \_\_\_\_\_

Frank Soto, Village President

ATTEST: \_\_\_\_\_

Susan V. Janowiak, Village Clerk

# VILLAGE OF BENSENVILLE

## ELECTRIC POWER AGGREGATION PLAN OF OPERATION AND GOVERNANCE

December 4, 2012



VILLAGE of BENSENVILLE  
Electric Power Aggregation  
Plan of Operation and Governance

## I. INTRODUCTION

Public Act 96-1076 amended the Illinois Power Agreement Act by adding Section 1-92 to Chapter 20, Act 3855 of the Illinois Compiled Statutes ("the Act") and allowed the Corporate Authorities of a municipality to adopt an ordinance in accordance with the Act to aggregate electrical loads for residential and small commercial retail customers within the corporate limits of the municipality on an opt-out or opt-in program. The Act further authorized a municipality to select suppliers of retail electric supply, solicit bids and enter into service agreements to facilitate the sale and purchase of electricity and related services. The legislation authorized the Illinois Power Agency ("IPA") to assist a municipality in developing a plan of operation and governance.

Large industrial and commercial consumers with sophisticated electric operations use their size and expertise to obtain lower electric power rates. Individual residential and small commercial retail consumers are typically unable to obtain significant price reductions since they lack the same bargaining power, expertise and the economies of scale enjoyed by larger consumers. Aggregation, the combining of multiple electric loads, provides the benefits of retail electric competition for consumers with lower electric usage.

Municipal aggregation, the combining of multiple retail electric loads of customers by a municipality, provides the means through which municipal residential and small commercial retail customers may obtain economic benefits of Illinois' competitive retail electric market. The Bensenville Aggregation Program ("Aggregation Program") combines the electric loads of residential and small commercial retail customers to form a buying group ("Aggregation Group"). The Village of Bensenville ("Village") will act as purchasing agent for the Aggregation Group. Therefore, the Village will be a Municipal or Governmental Aggregator, as described by Illinois law and the rules established by authorized agencies, and shall act on behalf of Commonwealth Edison Company, an affiliate of Exelon Corporation (herein referred to as "ComEd" or "Commonwealth Edison") in the Village to obtain the best Aggregation Program for the Members of the Aggregation Group.

## II. PROCESS

On November 6, 2012, in accordance with the requirements of the Act, Bensenville voters approved a referendum to operate an Aggregation Program as an "opt-out" program. Under the opt-out program, all ComEd residential and small commercial retail customers in the Village are automatically included as participants in the Program unless they opt-out of the Program by providing written notice of their intention not to participate as a part of the Aggregation Group. As required by state law, the Corporate Authorities of the Village duly passed an Ordinance which authorized submitting to the Village's electorate the determination whether or not the Aggregation Program shall operate as an opt-out program. Following the approval of the referendum by the electorate, the Village passed Ordinance number 77-2012 on November 20, 2012 authorizing the Village to aggregate electric loads for residential and small commercial retail customers in the Village and implement an opt-out program.



In addition to passing the required ordinances by the Corporate Authorities, the Village may also be required to comply with various rules and regulations established by authorized agencies of the State of Illinois. The Village shall promptly file any application and comply with any applicable rules and regulations that may be required by Illinois law for certification as a Municipal Aggregator and to operate the Aggregation Program under the Act. As required by the Act, the Corporate Authorities developed and approved this Aggregation Plan of Operation and Governance ("Plan"). Before adopting this Plan and as required by the Act, the Corporate Authorities duly published a notice in the Daily Herald, a newspaper of general circulation in the Village, of public hearings to be held on November 27, 2012 at 6:30 P.M. The public hearings were held by the Corporate Authorities at Village Hall and provided the residents of the Village a meaningful opportunity to be heard regarding the Aggregation Program and this Plan. The Corporate Authorities considered the concerns of the residents and information disclosed at the hearings in the development of this Plan. The opt-out notice for the Aggregation Program shall be provided in advance to all eligible electric customers in the Village upon approval of this Plan according to the opt-out disclosure program developed by the Village. The opt-out notice and disclosures shall comply with the Act and all applicable rules and regulations of any authorized agency in the State of Illinois and shall fully inform such customers in advance that they have the right to opt-out of the Aggregation Program. The opt-out notice shall disclose all required information including but not limited to the rates, terms and conditions of the Program and the specific method to opt-out of the Program.

By majority vote of the Corporate Authorities, the Village may select a Retail Electric Supplier ("RES" or "Provider") to provide the electric power for the Bensenville Aggregation Program according to the terms of a written service agreement entered into by and between the Provider and the Village. By majority vote of the Corporate Authorities, the Village may determine not to enter into a service agreement with any Provider and in such event the Aggregation Group shall continue to purchase electric power through Commonwealth Edison. If the Corporate Authorities enter into a service agreement with a Provider, Commonwealth Edison will continue to provide and service delivery of the electricity purchased from the Provider, and metering, repairs and emergency service will continue to be provided by Commonwealth Edison. The Corporate Authorities have determined that each participant in the Aggregation Group shall receive a single monthly bill from Commonwealth Edison under applicable tariffs.

### III. DEFINITIONS

In order to clarify certain terminology, the following terms as used in this Plan shall have the meanings set forth below:

"Aggregation Group" shall mean all the residential and small commercial retail customers of ComEd in the corporate limits of the Village that have not opted out of the Program and are permitted under the terms of the Act to participate in the Program.

"Aggregation Program" or "Program" means the program developed and implemented by the Village of Bensenville, as a Municipal Aggregator under the Act, to provide ComEd residential and small commercial retail customers in the Village with retail electric generation services.

"Municipal Aggregator" means the Village operating an Aggregation Program under the legislative authority granted the Village to act as an aggregator to provide a competitive retail electric service to residential and small commercial retail customers of ComEd in the Village. Pursuant to the Act, an Aggregator is not a public utility or an alternative retail electric supplier.

"Member" means a person or legal entity enrolled in the Bensenville Municipal Aggregation Program for competitive retail electric services and a member of the Aggregation Group.

"Retail Electric Supplier" ("RES" or "Provider") means an entity certified by all required authorities of the State of Illinois to provide competitive retail electric supply service(s), and which is duly selected by the Village to be the entity responsible to provide the required retail electrical supply service related to an Aggregation Program as defined in the Act, Village Ordinances and applicable rules and regulations of any authorized agency of the State of Illinois and has duly executed a Power Supply Agreement with the Village.

#### IV. OPERATIONAL PLAN:

##### A. Aggregation Services

1. Provider: The Village of Bensenville will use a competent entity as a Provider to perform and manage aggregation services for Members of the Aggregation Program. The Provider shall provide adequate, accurate, and understandable pricing, terms and conditions of service, including but not limited to no switching fees and the conditions under which a Member may opt-out without penalty. The Provider must provide the Village, upon request, an electronic file containing the Members usage, charges for retail supply service and such other information reasonably requested by the Village.

2. Database: The Retail Electric Supplier shall create and maintain a secure database of all Members. The database shall include the name, address, Commonwealth Edison account number, and Retail Electric Suppliers' account number of each active Member, and other pertinent information such as rate code, rider code (if applicable), most recent 12 months of usage and demand, and meter reading cycle. The database should be updated at least quarterly. Accordingly, the Provider will develop and implement a program to accommodate Members who (i) leave the Aggregation Group due to relocation, opting out, etc. (ii) decide to join the Aggregation Group; (iii) relocate anywhere within the corporate limits of the Village, or (iv) move into the Village and elect to join the Aggregation Group. This database shall also be capable of removing a Member from the Aggregation Group who has duly opted out of the Program. The Provider will use this database to perform audits for clerical and mathematical accuracy of Member electric supply bills. The Provider will make the database available to the Village at any time the Village requests it.

3. Member Education: The Provider shall develop and implement, with the assistance of the Village, as the Village may determine in its sole discretion, an educational program that generally explains the Aggregation Program to all residential and small commercial retail customers in the Village and the Aggregation Group, provides updates and disclosures mandated by Illinois law and applicable rules and regulations, and implements a process to allow any Member the opportunity to opt out of the Aggregation Program according to the terms of the Power Supply Agreement. See Appendix A for further details.

4. Customer Service: Provider shall hire and maintain an adequate customer service staff and develop and administer a written customer service process that will accommodate Member inquiries and complaints about billing and answer questions regarding the Aggregation Program in general. This process will include a description of how telephone inquiries will be handled, either internally or externally, how invoices will be prepared, how Members may remit remittance payment, and how collection of delinquent accounts will be addressed. The Provider and the Village will enter into a separate customer service plan agreement or the terms shall be included in the Power Supply Agreement.

5. Billing: Commonwealth Edison will provide a monthly billing statement to each Member which shall include the charges of the Provider, and the Provider will not charge any additional administrative fee.

6. Compliance Process: The Provider shall develop internal controls and processes to ensure that the Village remains in good standing as a Municipal Aggregator and ensure that the Village and the Program complies with the Act and all applicable laws, rules and regulations, as they may be amended from time to time. It will be the Provider's responsibility to timely deliver reports at the request of the Village that will include (i) the number of Members participating in the Program; (ii) a savings estimate or increase from the previous year's baseline; (iii) such other information reasonably requested by the Village; (iv) comparison of the Members' charge for the supply of electricity from one designated period to another identified by the Village. The Provider shall also develop a process to monitor and shall promptly notify the Village in writing of any changes or amendments to the Act or any laws, rules or regulations applicable to the Aggregation Program.

7. Notification to Commonwealth Edison: The residential and small commercial retail customers of ComEd in the Village that do not opt-out of the Aggregation Program will be enrolled automatically in the Aggregation Program by the Provider. Members of the Aggregation Group will not be asked to take affirmative steps to be included in the Aggregation Group. To the extent that ComEd requires notification of participation; the Provider shall provide such notice to ComEd. The Provider will inform ComEd from time to time through electronic means any new members that it is enrolling into the Aggregation Group.

8. Plan Requirements: Pursuant to the Act, the Provider selected by the Village and the Village shall:

a. Provide for universal access to all applicable residential customers and equitable treatment of applicable residential customers;

b. Describe demand management and energy efficiency services to be provided to each class of customers;

c. Meet any requirements established by law concerning aggregated service offered pursuant to the Act.

9. Solicitation of Bids: Pursuant to the requirements of the Act, the process of soliciting bids for electricity and related services and awarding power supply agreements for the purchase of electricity and other related services by the Village, shall be conducted in the following manner:

a. The Corporate Authorities of the Village may solicit bids for electricity and other related services.

b. Notwithstanding Section 16-122 of the Public Utilities Act and Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, an electric utility that provides residential and small commercial retail electric service in the Village must, upon request of the Corporate Authorities of the Village, submit to the requesting party, in an electronic format, those names and addresses of residential and small commercial retail electrical retail customers in the Village that are reflected in the electrical utilities records at the time of the request and such other information required by the Act or any applicable rule or regulation of an authorized Illinois agency.

c. The Village, upon receiving customer information from an electric utility shall be subject to the limitations on the disclosure of that information described in Section 16-122 of the Public Utilities Act and Section 2HH of the Consumer Fraud and Deceptive Practices Act, and an electric utility providing such information shall not be held liable for any claims arising out of the provision of information pursuant to this Section and the Act.

#### B. Power Supply Agreement

The Corporate Authorities of the Village and the Provider shall duly execute and enter into a Power Supply Agreement to serve the Aggregation Group.

#### C. The Village of Bensenville's Retail Electric Supplier

The Village may require the Provider to satisfy each of the following requirements in the Power Supply Agreement:

- Have sufficient sources of power to provide retail firm power to the Aggregation Group.
- Maintain a license as a Federal Power Marketer with the Federal Energy Regulatory Commission.
- Maintain a certification from the State of Illinois as a certified retail electric supplier and any and all other licenses or certifications required by Illinois law.
- Register as a retail electric supplier with ComEd.
- Maintain a Service Agreement for Network Integration Transmission Service under Open Access Transmission Tariff.
- Maintain a Service Agreement under Illinois Market-based Rate Tariff.
- Maintain the necessary corporate structure to sell retail firm power to the ComEd residential and small commercial retail customers in the Village and the Aggregation Group.

- Maintain an Electronic Data Interchange computer network that is fully functional at all times and capable of handling the ComEd residential and small commercial retail electric customers in the Village and the Aggregation Group.
- Maintain the marketing ability to reach all ComEd residential and small commercial retail customers in the Village to educate them on the terms of the Aggregation Program and the Act.
- Maintain a call center capable of handling calls from Members of the Aggregation Group.
- Maintain a local or toll-free telephone number for customer service and complaints related to the Village's Aggregation Program.
- Agree in a binding written agreement between the Village and the Provider to hold the
- Village financially harmless and fully indemnifying the Village from any and all financial obligations arising from supplying power to the Aggregation Group.
- Satisfy the credit requirements of the State of Illinois and the Village.
- Have the binding authority (to the satisfaction of legal counsel for the Village) to execute the Power Supply Agreement with the Village and be fully bound by all of its terms and conditions.
- Assist the Village in filing all reports required by the Act and any applicable law, rule or regulation, as may be amended from time to time.
- Assist the Village in developing a Consumer Education Plan.
- Assist the Village in developing a smart-meter program

#### D. Activation of Service

After a notice is mailed to all residential and small commercial retail electric customers in the Village providing an opportunity to opt out of the Program within a specific period of time, all customers who do not opt out in writing will be automatically enrolled in the Program. Customer enrollment with the Provider will occur thereafter without further action by the customer on terms set forth in the Power Supply Agreement and according to the retail tariffs of Commonwealth Edison.

#### E. Changes, Extension or Renewal of Service

The Power Supply Agreement with the Provider will provide when service shall begin and end. If the Power Supply Agreement is extended or renewed, Members will be notified as to any change in rates or service conditions and other information required by law. The Power Supply Agreement shall describe the terms upon which a Member or non-member will be given an opportunity to opt into or out of the Program, and reasonable notice will be provided as required by the Act or any applicable law. Members who opt-out will also be notified of their right to select an alternate retail electric supplier and of their ability to return to ComEd provided supply service.

#### F. Termination of Service

The Program may be terminated by an ordinance approved by a majority of the Village Board. In the event that any Power Supply Agreement is terminated for any reason prior to the end of the scheduled term, each Member of the Aggregation Group will receive

prompt written notification of termination of the Program at least sixty (60) days prior to termination of service under the Agreement. If the Agreement is not extended or renewed, Members will be notified in a manner determined by the Village and any applicable law, prior to the end of any service. Members will also be notified of their right to select an alternate retail electric supplier and of their ability to return to ComEd provided supply service upon termination of the Agreement.

#### G. Opt-In Procedures

ComEd residential and small commercial retail customers will be automatically enrolled in the Aggregation Program after any opt-out period has expired, unless they timely call the Provider's 800 number and/or return in writing a form to be provided notifying the Provider that they do not want to participate in the Aggregation Program. The Provider shall provide special notice directly to categories of ComEd customers as the Village may direct, and inform such customers of specific potential consequences of their change from existing service from ComEd to the Program, including but not limited to (i) space heating customers, (ii) Real Time (Hourly) pricing customers, (iii) customers using an electrical supplier other than ComEd or the Provider. ComEd residential and small commercial retail customers in the Village may request to join the Aggregation Group after the expiration of any enrollment period by contacting the Provider, who shall accept them into the Aggregation Program, subject to written policies mutually agreed upon between the Village and the Provider in the Power Supply Agreement. The agreed upon policy shall be consistent with ComEd's supplier enrollment requirements. Members of the Aggregation Group who move from one location to another within the corporate limits of the Village shall continue as a Member of the Aggregation Group.

#### H. Opt-out Procedures

ComEd residential and small commercial retail customers in the Village may opt-out of the Aggregation Program at any time during the opt-out period. The Provider may or may not charge an early termination fee. Members of the Aggregation Group will be allowed to switch to a different electric supplier after the expiration of the opt-out period on the terms set forth in the Power Supply Agreement but at least shall be allowed to opt-out every three years. Requirements for notification of intent to opt-out of the Aggregation Group shall be set forth in the Power Supply Agreement. Consumers who opt-out of the Aggregation Group will not be switched from their current supplier or their applicable to ComEd's Standard Service Offer, until the consumer selects an alternate generation supplier. As required by the Act, it shall be the duty of the Village or the Provider if so provided in the Power Supply Agreement, to fully inform residential and small commercial retail customers in the Village in advance that they have the right to opt-out of the Aggregation Program. Such disclosure shall prominently state any charges to be made and shall include full disclosure of the cost to obtain service pursuant to Section 16-103 of the Public Utilities Act, how to access it, and the fact that it is available to them without penalty, if they are currently receiving services under that section. As further required by the Act, the IPA shall furnish, without charge, to any resident of the Village, a list of all supply options available to them in a format that allows comparison of prices and products.

I. Bid Process

The Village may elect to hold an individual bid or participate in a group bid with other municipalities. The bidding process, whether by the Village or in concert with other municipalities, must be conducted in compliance with all applicable Village Codes concerning the bid process. The Village may, but is not required to, retain the services of a Consultant, Broker, or other expert in the field of electrical aggregation to assist in the preparation of the bidding documents and in managing the bidding process. The Village will retain the full and absolute right to accept, accept with conditions, or reject any bid. By majority vote of the Corporate Authorities or the designee of the Corporate Authorities, the Village may select an Alternative Retail Electric Supplier to provide electric power to the Program according to the terms of a written power supply agreement entered into by and between the Supplier and the Village. By majority vote of the Corporate Authorities or the designee of the Corporate Authorities, the Village may determine not to enter into a power supply agreement with any Supplier and in such event eligible customers shall continue to purchase electric power independently. If the Corporate Authorities or its designee enter into a power supply agreement with a Supplier, ComEd will continue to provide and service delivery of the electricity purchased from the Supplier, and metering, repairs and emergency service will continue to be provided by ComEd.

J. Rate Guarantee

If the rates for Tariffed Service to a particular rate class are set below the Price during the Term of this Agreement, Seller will either (a) provide the Services to Participating Customers in such class at a price equal to the rate for Tariffed Services, or (b) after taking all steps necessary to return all Participating Customers to the Electric Utility, terminate this Agreement without damages or early termination fees to either Party.

V. MISCELLANEOUS GOVERNANCE GUIDELINES

- A. The Corporate Authorities of the Village shall approve by an Ordinance passed by majority vote of the Corporate Authorities this Plan of Operation and Governance for the Aggregation program and any Amendments thereto.
- B. The Corporate Authorities of the Village shall contract with a Provider certified by the Illinois Commerce Commission for the provision of Competitive Retail Electric Service to the Aggregation Group.
- C. The Corporate Authorities of the Village will require any Provider to disclose any subcontractors that it uses in fulfillment of the services described above in the Power Supply Agreement.
- D. The Corporate Authorities of the Village will require the Provider to maintain either a toll-free telephone number, or a telephone number that is local to the Members.

## VI. LIABILITY

THE VILLAGE SHALL NOT BE LIABLE TO PARTICIPANTS IN OR MEMBERS OF THE AGGREGATION GROUP FOR ANY CLAIMS, HOWEVER STYLED, ARISING OUT OF THE AGGREGATION PROGRAM OR THE PROVISION OF AGGREGATION SERVICES BY THE VILLAGE OR THE PROVIDER. PARTICIPANTS OR MEMBERS IN THE AGGREGATION GROUP SHALL ASSERT ANY SUCH CLAIMS SOLELY AGAINST THE PROVIDER PURSUANT TO THE POWER SUPPLY AGREEMENT, UNDER WHICH SUCH PARTICIPANTS ARE EXPRESS THIRD-PARTY BENEFICIARIES.

## VII. INFORMATION AND COMPLAINT NUMBERS

Copies of this Plan shall be available from the Village of Bensenville free of charge. Members and residential and small commercial retail customers of ComEd may call Bensenville Village Hall at 630-350-3400 for a copy of the Plan or for more information.



## **Appendix A -- Education Process**

The Provider shall develop the educational program in conjunction with the Village. Its purpose will be to explain the Aggregation Program to its members, provide updates and disclosures as mandated by State law and the rules and regulations of any applicable Illinois agency, and provide the opportunity for the Members to Opt-out of the Aggregation Program. The following are components of the education program:

1. Each residential and small commercial retail customer of ComEd within the corporate limits of the Village will receive notification by U.S. Mail stating: what the municipal Aggregation Program means, the procedure which must be followed to Opt-out of the Aggregation Program, the estimated price of electricity for Member of the Aggregation Program, and the deadline for returning the Opt-out form. See sample letter attached.
2. The Provider shall cooperate with the Village to provide opportunities for educating residential and small commercial retail CE customers in the Village about the Program and their rights under the applicable law and rules and regulations. In addition, the Provider and Village will cooperate to provide education about opportunities for energy efficiency measures to help Members reduce energy consumption.
3. The Provider will provide updates and disclosures to the Village and Members as mandated by State law and applicable rules and regulations as amended from time to time.

Dear Village of Bensenville Resident,

The Village of Bensenville is providing you the opportunity to join other residents to save money on the electricity you use. Savings are possible through governmental aggregation, where Village officials bring together citizens to gain group buying power for the purchase of electricity from a retail electric generation provider certified by the Public Illinois Utilities Commission. Village of Bensenville voters approved this program in November, 2012.

After researching competitive electricity pricing options for you, we have chosen \_\_\_\_\_, to provide you with savings on your electric generation through \_\_\_\_\_. There is no cost for enrollment and you will not be charged a switching fee. You do not need to do anything to participate.

As a member of this aggregation, you are guaranteed to save \_\_\_\_\_ percent off your Price to Compare. Your Price to Compare is essentially the price you pay for electric generation from the utility and consists of generation and transmission related components, which are the costs associated with generating the power and delivering it through the transmission system.

To estimate what your savings per kilowatt-hour (KWH) will be through this program, locate your Price to Compare on your electric bill. Divide your Price to Compare by 100, then multiply by 0.0 \_\_\_\_\_ (\_\_\_\_%) to determine your savings per KWH. Multiply that number by your total monthly usage. The final number is how much you can expect to save each month you use the same amount of electricity.

You will see your electric savings from \_\_\_\_\_ after your enrollment has been completed and your switch has been finalized - approximately 30 - 45 days, depending upon your meter read date. Of course, you are not obligated to participate in the Village of Bensenville electric governmental aggregation program. If you wish to be excluded from the program and remain a full-service customer of your local electric utility - Commonwealth Edison- you have until \_\_\_\_\_, 2012 to return the attached "opt-out" form. If you do not opt out at this time, you will receive a notice at least every \_\_\_\_\_ asking if you wish to remain in the program. If you leave the program at any other time, you could be subject to a cancellation fee from \_\_\_\_\_ - and you might not be served under the same rates, terms and conditions that apply to other customers served by Commonwealth Edison.

After you become a participant in this governmental aggregation program, Commonwealth Edison will send you a letter confirming your selection of \_\_\_\_\_ as your electric generation provider. As required by law, this letter will inform you of your option to rescind your enrollment with \_\_\_\_\_ with adequate notice prior to the scheduled switch. To remain in the Village's governmental aggregation program, you don't need to take any action when this letter arrives.

Commonwealth Edison will continue to maintain the system that delivers power to your home - no new poles or wires will be built by \_\_\_\_\_. You will continue to receive a single, easy-to-read bill from your local electric utility with your \_\_\_\_\_ charges included. The only thing you'll notice is savings.

If you have any questions, please call \_\_\_\_\_ toll-free at \_\_\_\_\_, Monday through Friday, 8 a.m. to 5 p.m. Please do not call the Village of Bensenville with aggregation program questions.

Sincerely,

Village of Bensenville

P.S. To receive these savings, you should not respond. Return the opt-out form only if you do not want to participate in the Village's electric governmental aggregation program.

Option 1: Do nothing and save. If you want to participate in this program and save, you do not need to return this form. Your enrollment is automatic.

OR

Option 2: Opt out by returning this form. If you do not want to participate in this program, you must return this form before the due date.

Service address (City, state and zip): \_\_\_\_\_

Phone number: \_\_\_\_\_

Account holder's signature: \_\_\_\_\_ Date