

**A RESOLUTION APPROVING
AN AMENDED PLAN OF OPERATION AND GOVERNANCE
FOR THE ELECTRICITY AGGREGATION PROGRAM**

WHEREAS, pursuant to Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92 ("**Act**"), on December 13, 2011, the Corporate Authorities adopted Ordinance No. 11-62, authorizing the establishment of a program for the aggregation of electrical loads of residential and small commercial retail customers in the City ("**Electricity Aggregation Program**"); and

WHEREAS, pursuant to the Act on May 22, 2012, the Corporate Authorities adopted Resolution No. 12-R-49, approving a plan of governance for the Electricity Aggregation Program ("**Plan of Governance**") after completing two duly-noticed public hearings conducted for the purpose of considering that Plan of Governance; and

WHEREAS, the Corporate Authorities now desire to amend the Plan of Governance concerning the available methods of electricity procurement for the City's Electricity Aggregation Program and the public benefits to result from the Electricity Aggregation Program ("**Amended Plan**"); and

WHEREAS, after public notice as required by the Act, the City Corporate Authorities held public hearings on March 26, 2024, and April 9, 2024 to consider the Amended Plan; and

WHEREAS, the Corporate Authorities have determined that the adoption of the Amended Plan, as provided in this Resolution, will serve and be in the best interests of the City and its residents;

NOW, THEREFORE, BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF THE CITY OF LAKE BLUFF, LAKE COUNTY, ILLINOIS, as follows:

Section 1. Recitals.

The foregoing recitals are incorporated into, and made a part of, this Resolution as the findings of the Corporate Authorities of the City.

Section 2. Approval of Amended Plan.

The Amended Plan is hereby approved in substantially the form attached to this Resolution as **Exhibit A**.

Section 3. Dissemination of Plan of Governance.

The City Manager is authorized and directed to disseminate the Amended Plan in the manner or manners that the Clerk determines are most likely to effectively advance the goal of providing residential and small commercial retail customers within the City with information concerning the Amended Plan and the Electricity Aggregation Program.

Section 4. Effective Date.

This Resolution will be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED by the City Council of Rolling Meadows, Cook County, Illinois this 14th day of May, 2024.

AYES: Reyez, Koehler, McHale, Budmats, O'Brien, Vinezeano, Boucher

NAYS: 0

ABSENT: 0



Lara Sanoica, Mayor

ATTEST:



Judith Brose, Deputy City Clerk

Exhibit A
Amended Plan

City of Rolling Meadows
Electricity Aggregation Program
Plan of Operation & Governance

May 14, 2024

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I. HISTORY AND PURPOSE OF MUNICIPAL AGGREGATION

Pursuant to Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92, the City of Rolling Meadows is authorized to aggregate the electric loads of small commercial and residential customers located within its municipal boundaries (herein referred to as "municipal aggregation"). As part of the municipal aggregation, the City of Rolling Meadows may select a retail electric supplier and enter into a service agreement to facilitate the purchase of electricity and related services and equipment on behalf of its residents and small businesses.

In accordance with the Act, on December 13, 2011, the City approved Ordinance No. 11-62, authorizing the placement of a referendum on the March 20, 2012 ballot, seeking authority to create an opt-out municipal aggregation program for its residents and small business customers. Voters approved the municipal aggregation referendum at the March 20, 2012 primary election.

In addition to passing the required ordinances by the Corporate Authorities, the City of Rolling Meadows may also be required to comply with various rules and regulations established by authorized agencies of the State of Illinois. The City will 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. The public hearings were held by the Corporate Authorities at City Hall and provided the residents of the City of Rolling Meadows 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.

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

The City will not buy or resell power. Rather, the City 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 residents and small businesses in the City. The ARES will provide accurate and understandable pricing and facilitate opt-out notifications. The ARES will also perform ancillary services for the City as described in this Plan. If the Corporate Authorities enter into a service agreement with an ARES, Commonwealth Edison will continue to provide and service delivery of the electricity purchased from the ARES, and metering, repairs and emergency service will continue to be provided by Commonwealth Edison.

Because the City adopted an opt-out aggregation program, all eligible customers located within the City will participate in the Program unless they affirmatively elect to opt out of the Program. By identifying the procedures in this Plan by which customers may opt-out of the Program, the City ensures that participation is voluntary and individuals have the ability to decline to participate.

As required by law, this Plan of Operation and Governance describes the City's plan for:

- 1) Providing universal access to all applicable residential customers and equitable treatment of applicable residential customers;
- 2) Providing demand management and energy efficiency services to each class of customers; and
- 3) Meeting any other legal requirements concerning aggregated electric service.

The City, the Consultant, and the selected ARES will follow the Plan of Operation and Governance set forth in this document. Amendments to this Plan of Operation and Governance may be adopted in accordance with the Act at the option of the City.

II. DEFINITIONS

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

“Act” refers to the Illinois Power Agency Act, 20 ILCS 3855/1-1 *et seq.*

“Aggregation” or **“Municipal Aggregation”** means the pooling of residential and small commercial retail electrical loads located within the municipality for the purpose of soliciting bids and entering into service agreements to facilitate for those loads the sale and purchase of electricity and related services and equipment, all in accordance with Section 1-92 of the Act.

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

“Aggregation Member” or **“Member”** means a residential or small commercial retail electric account enrolled in the City’s Municipal Aggregation Program.

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

“Alternative Retail Electric Supplier” or **“ARES”** means 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 includes, without limitation, resellers, aggregators and power marketers, but does not include the Electric Utility or the Aggregation Members. For purposes of this Plan, the definition of Alternative Retail Electric Supplier is more completely set forth in 220 ILCS 5/16-102.

“Ancillary Services” means the necessary services that will be provided in the generation and delivery of electricity. As defined by the Federal Energy Regulatory Commission, “Ancillary Services” include, without limitation: coordination and scheduling services (load following, energy imbalance service, control of transmission congestion); automatic generation control (load frequency control and the economic dispatch of plants); contractual agreements (loss compensation service); and support of system integrity and security (reactive power, or spinning and operating reserves).

“City” means the City of Rolling Meadows.

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

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

“Electric Utility” means Commonwealth Edison, as the entity that has a franchise, license, permit or right to distribute, furnish or sell electricity to retail customers within the City.

“Eligible Retail Customer” means a residential and small commercial retail customer of the Utility.

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

"IPA" means the Illinois Power Agency.

"Load" means the total demand for electric energy required to serve the City residential and small commercial customers in the Aggregation Program.

"Opt-Out" means the process by which a Member who would be included in the Program chooses not to participate in the Program.

"Opt-Out Notice" means the notice delivered to each Member by the ARES, identifying the procedures and protocols for the Member to opt out of, and choose not to participate in, the Program.

"PIPP" means a Percentage of Income Payment Plan created by the Emergency Assistance Act, 305 ILCS 20-18, to provide a bill payment assistance program for low-income residential customers.

"PJM" means the PJM Interconnection, a regional transmission organization that coordinates the movement of wholesale electricity in all or parts of 13 states and the District of Columbia including the Commonwealth Edison service territory.

"Plan" means this Aggregation Plan of Operation and Governance.

"Power Supply Agreement" means the contract between the City and the Alternative Retail Electric Supplier.

"Power Supply Bid" means the procurement process utilized by the City to solicit price and service offers from certified Alternative Retail Electric Suppliers.

"REC" means Renewable Energy Credits certified in a manner consistent with the requirements of the Illinois Renewable Portfolio Standard.

"Retail Customer Identification Information" means the retail customer information supplied by the Electric Utility to the ARES in connection with the implementation of the Aggregation Program.

"Small Commercial Retail Customer" means a retail customer that consumes 15,000 kilowatt-hours or less of electricity; provided, however, that the definition of Small Commercial Retail Customer includes such other definition or description as may become required by law or tariff.

III. ROLE OF THE CITY

- A. After passage of the referenda within the City, the City prepared and submitted to ComEd a warrant, demonstrating the passage of the City's referendum and requesting the identification of retail and small commercial electric customer account information and generic load profiles for each City participant.
- B. The City has adopted, and will maintain in force and effect: (1) an ordinance authorizing an opt-out electric aggregation program; and (2) this Plan of Operation and Governance, as it may be amended.
- C. The City is responsible for issuing all required public notices and conducting all required public hearings concerning this Plan, and any amendments thereto, in accordance with Section 1-92 of the Act.
- D. The City will retain a qualified Consultant to assist in the conduct of Power Supply Bids and the administration of the Program as described elsewhere in this Plan of Operation and Governance.
- E. After the adoption of this Plan, from time to time, the City, with the assistance of the Consultant, will prepare data requests to submit to ComEd seeking the account data of residential and small commercial retail customers for the City.
- F. The City, with the assistance of the Consultant, will conduct a Power Supply Bid from time-to-time, utilizing agreed-to technical specifications, bidder requirements, bidding processes, and contract documents. The Power Supply Bid will select a single Alternative Retail Electric Supplier (ARES) as the lowest responsive and responsible bidder as determined by the City in its sole discretion. The City may conduct its own Power Supply Bid or may join with other communities and consortiums to conduct a joint or cooperative Power Supply Bid as authorized by law.
- G. The Corporate Authorities of the City may consider approval of a Power Supply Agreement with the selected ARES for the provision of electrical power to the City's Program pursuant to the Power Supply Bid. The City may accept or reject the results of any Power Supply Bid. The City is under no obligation to enter into any Power Supply Agreement with any ARES and may, in its discretion, choose to have its Aggregation Members remain on ComEd's default tariff service.
- H. The City and Consultant will review the customer list to remove ineligible customers; provided however, that the City and Consultant have no responsibility to potential aggregation Members or the ARES for the accuracy of the customer account information provided.
- I. The City will maintain the customer information it receives in a confidential manner as required by law, and will use that information only for purposes of its Municipal Aggregation. The City may assign access to the customer information to the Consultant for the purposes of soliciting supply and service bids on behalf of the City. The Consultant is bound by confidentiality requirements in this regard, and can only access and utilize consumer data at the direction of the City. Customer account information will be considered confidential and will not be disclosed under the Freedom of Information Act, except as required by law.
- J. The City is responsible for providing the Consultant and ARES with resources and publicly available material to screen out customers who are not located within the municipal boundaries. Those resources may include any or all of the following: property records, water and/or sewer

records, fire and/or police department address records, 911 address records, street listings, and maps.

- K. The City is not responsible for providing electricity to the members of the Aggregation Program, 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 Members of the Aggregation Program for all electrical charges.

V. ROLE OF THE AGGREGATION CONSULTANT

- A. **Duties.** The Aggregation Consultant will advise the City and assist the City with the development and implementation of its Municipal Aggregation Program, including advising staff and elected officials on all aspects of the program; developing all necessary documents, soliciting and reviewing bids received, making recommendations as appropriate, and monitoring the ARES' compliance with the requirements of the Power Supply Agreement.
- B. **Required Independence and Disclosures.** As required by the Electric Service Customer Choice Act, 220 ILCS 5/16-101 *et seq.*, the Consultant will be in a fiduciary relationship with the City and owes the City and its participating municipalities the duty of loyalty and independent judgment. The Consultant will be disqualified if it acts as the agent for any ICC-certified ARES. It is the duty of the Consultant to disclose any such relationships to the City and to the City and to terminate its agency for the ARES in the event of such a relationship. Breach of these terms may result in the termination by the City of the agreement between the City and the Consultant.
- C. **Fee.** The Consultant will be paid directly by the City in accordance with the separate agreement between the City and the Consultant. The City will be reimbursed by the ARES with whom the City enters into a Power Supply Agreement, in a manner to be approved by the City and the City.
- D. **Confidentiality.** The Consultant will not have access to any confidential customer account information unless so allowed by the City and bound by a confidentiality agreement. In the event the Consultant becomes privy to any confidential customer account information, it agrees not to use that information for any purposes outside the scope of the services provided by its agreement with the City, and specifically agrees not to use for itself, or to sell, trade, disseminate or otherwise transfer, that information to any other party for any purpose other than in furtherance of the Aggregation Program.
- E. **City Assistance.** The Consultant will advise the City on any changes in laws, rules, tariffs or any other regulatory matter that impacts the Aggregation during the term of the Power Supply Agreement.
- F. **Ownership of Work Product.** The Consultant must not: (1) use any City or City work product for any other client; or (2) represent any City or City work product as its own.

VI. POWER SUPPLY AGREEMENT

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

- A. **Term.** The City's first Power Supply Agreement will be for a minimum of a one-year period. If the Agreement is extended or renewed, the Consultant will notify the City of changes in the rules of the ICC and IPA that require changes in rates or service conditions. The City will have the discretion to set the length of any subsequent contract term.
- B. **Rate.** The agreement will specify the approved rates or pricing structure and the power mix for the Program, and will specify additional fees (if any).
- C. **Supply of Power.** The ARES must supply electricity for the program that includes: (1) the minimum renewable energy resources required by the State of Illinois Renewable Portfolio Standard; and (2) at the option of the City, electricity that exceeds the current renewable energy resource requirements of the Illinois Renewable Portfolio Standard by securing Renewable Energy Credits registered with PJM.
- D. **Compliance with Requirements in the Bid.** The Agreement will require the ARES to maintain all required qualifications, and to provide all services required pursuant to the Power Supply Bid.
- E. **Compliance with Plan.** The Agreement will require the ARES to provide all services in compliance with this Plan, as may be amended. Specifically, and without limitation of the foregoing, the ARES will provide the City with such reports and information as required in this Plan.
- F. **Non-Competition.** The ARES must agree not to solicit or contract directly with eligible Aggregation Program members for service or rates outside the Aggregation Program, and agrees not to use the member information for any other marketing purposes.
- G. **Hold Harmless.** The ARES must agree to hold the City harmless from any and all financial obligations arising from the Program.
- H. **Insurance.** The ARES must obtain and maintain, for the duration of the Power Supply Agreement, such proof of insurance and performance security as the City deems necessary.
- I. **Additional Services.** The Agreement may provide that the ARES will assist the City in developing a Member Education Plan. The Agreement may provide that the ARES will assist the City in developing Energy Efficiency and/or Demand Response programs. The Agreement will not preclude the City from developing its own Member Education, Energy Efficiency, and Demand Response programs. The Agreement may also provide that the ARES will assist the City in developing and managing programs that expand Member access to energy-related services and products deemed appropriate by the City.
- J. **Fees and Charges:**
 - 1. **Additional Fees Prohibited.** Neither the City nor the ARES will impose any terms, conditions, fees, or charges on any Member served by the Program unless the particular term, condition, fee, or charge is: (a) identified in this Plan; and (b) clearly

disclosed to the Member at the time the Member enrolls in, or chooses not to opt out of, the Program.

2. ComEd will continue to bill for late payments, delivery charges, and monthly service fees. These charges apply whether or not a Member switches to the ARES.
3. Termination, Enrollment, and Switching Fees must not be charged except as permitted by this Plan.

K. **Costs.** All costs of the aggregation program development and administration will be paid by the ARES. Specifically, and without limitation of the foregoing, the ARES must reimburse the City for all professional, legal, Consultant, and administrative costs incurred by the City in connection with its adoption of its Aggregation Program and the negotiation and execution of the Power Supply Agreement.

L. **Termination of Service.**

1. **End of Term.** The Power Supply Agreement with the ARES will terminate upon its expiration.
2. **Early Termination.** The City will have the right to terminate the Power Supply Agreement prior to the expiration of the term in the event the ARES commits any act of default. Acts of default include but are not limited to the following:
 - a. Breach of confidentiality regarding Member information;
 - b. The disqualification of the ARES to perform the services due to the lapse or revocation of any required license or certification identified as a qualification in the Power Supply Bid;
 - c. ComEd's termination of its relationship with the ARES;
 - d. Any act or omission which constitutes deception by affirmative statement or practice, or by omission, fraud, misrepresentation, or a bad faith practice;
 - e. Billing in excess of the approved rates and charges;
 - f. Billing or attempting to collect any charge other than the approved kWh rates and contractually approved charges; or
 - g. Failure to perform at a minimum level of customer service required by the City.

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

VII. PRICING

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

VIII. IMPLEMENTATION PROCEDURES

A. Development of Member Database. Pursuant to ICC regulations, after this Plan is approved by the City, the City Manager or his or her designee will then submit a Direct Access Request and Government Authority Aggregation Form to ComEd (ILL.C.C. No.10 Rate GAP Government Aggregation Protocols, Sheets 406-411, April 17, 2011), requesting that it provide the City with Retail Customer Identification Information. ComEd will provide the City with the requested information within 10 business days after receiving the request in accordance with those adopted protocols.

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

1. The customer is not located within the City;
2. The customer has a pre-existing agreement with another ARES and has not delivered to the City a written request to switch to the Aggregation Program;
3. The customer has free ComEd service;
4. The customer is an hourly rate ComEd customer (real time pricing);
5. The customer is on ComEd's electric heat rate;
6. The customer has a community solar subscription; or,
7. The customer is on a ComEd bundled hold (i.e. the customer recently terminated service from a different ARES and re-established service through ComEd).

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

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

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

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

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

The ARES must preserve the confidentiality of all Aggregation Members' account information and of the database, and must agree to adopt and follow protocols to preserve that confidentiality. The ARES, as a material condition of any contract, must not disclose, use, sell or provide customer

account information to any person, firm or entity for any purpose outside the operation of this Municipal Aggregation Program. This provision will survive the termination of the agreement. The City, upon receiving customer information from ComEd, will be subject to the limitations on the disclosure of that information described in Section 2HH of the Consumer Fraud and Deceptive Practices Act, 815 ILCS 505/2HH. The ARES will keep Customer Account Information for a minimum of two years following the termination of the Power Supply Agreement.

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

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

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

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

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

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

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

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

E. Enrollments:

1. New Accounts. The ARES must facilitate the addition of new member accounts to the Aggregation Program during the term of the Power Supply Agreement. Residents and businesses that move into the community after the Opt-Out Period will NOT be automatically included in the Aggregation Program. Members wishing to opt-in to the Aggregation Program may contact the ARES to obtain enrollment information. All new accounts will be entitled to the rates set forth in the Power Supply Agreement.
2. Re-Joining the Aggregation Group. After opting out, Members may rejoin the Program at a later date in the same manner as new residents moving into the City. These members may contact the ARES at any time to obtain enrollment information. All Members who re-join the Program will be entitled to the rates set forth in the Power Supply Agreement.
3. Percentage of Income Payment Plan (PIPP) participation. The ARES must facilitate billing for residents enrolled in the PIPP bill payment assistance program for low-income residential customers. The ARES must also notify PIPP customers of the consequences of participating in the Aggregation.
4. Change of Address. Members who move from one location to another within the corporate limits of the City will retain their participant status, pursuant to Section VIII.G.4 of this Plan.
5. The ARES will establish procedures and protocols to work with ComEd on an ongoing basis to add, delete or change any member participation or rate information.

F. Member Services:

1. Program Management and Documentation: The ARES must have standard operating procedures in place that govern Member education, Opt-out notification, Member inquiries, and public outreach regarding the Aggregation Program.

2. Member Inquiries.

- a. Procedures for Handling Customer Complaints and Dispute Resolution. Concerns regarding service reliability should be directed to ComEd, billing questions should be directed to ComEd or the ARES, and any unresolved disputes should be directed to the ICC.
 - b. Telephone Inquiries. The ARES must maintain a local or toll-free telephone access line which will be available to Aggregation Members 24 hours a day, seven days a week. Trained company representatives will be available to respond to customer telephone inquiries during normal business hours. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day. Under normal operating conditions, telephone answer times by a customer representative, including wait time, cannot exceed 30 seconds when the connection is made. If the call needs to be transferred, transfer time cannot exceed 30 seconds. These standards must be met no less than 90 percent of the time under normal operating conditions, measured on a quarterly basis.
 - c. Internet and Email. The ARES must establish and maintain a website for the Aggregation Members. The website will provide basic information concerning the Aggregation Program and will facilitate member inquiries by providing a platform for the submission of questions by email or text. Responses to inquiries submitted through the website platform must be generated within 24 hours.
 - d. Multilingual Services. The ARES must provide customer service for Members requiring non-English verbal and written assistance.
 - e. Hearing Impaired. The ARES must provide customer service for hearing impaired Members.
3. The ARES will provide the Aggregation Members with updates and disclosures mandated by ICC and IPA rules.

G. Billing and Fees.

1. Collection and credit procedures remain the responsibility of ComEd and the individual Aggregation Member. Members are required to remit and comply with the payment terms of ComEd. The City will not be responsible for late payment or non-payment of any Member accounts. Neither the City nor the ARES will have separate credit or deposit policies for Members.
2. Early Termination. Members may terminate service from the ARES without penalty if they relocate outside of the City. Members who did not opt out of the Program during the Opt-Out Period and who later leave the Program for other reasons may be assessed an early termination fee by the ARES not to exceed \$25.
3. Enrollment Fee. For any new Member that joins the Program after the activation of service by the ARES for the City, the ARES may charge an enrollment fee only to establish service at a property for which the ARES had not previously provided service

in the preceding 30 days. The ARES will not charge any enrollment fee with respect to any property for which the identity of the Member is changed but at which service is interrupted for a period of less than 30 days. Any enrollment fee authorized pursuant to this Paragraph must not exceed \$25.

4. **Switching Fee.** Members changing residency within the City will not be assessed early termination or enrollment fees. The ARES will continue service at the same rate and under the same terms and conditions for any Member who relocates within the City prior to the expiration of the contract term, providing that the Member notifies the ARES of his or her desire to do so with 30 days' notice. Moving within the City may cause the Member to be served for a brief period of time by ComEd. The ARES will have the right to bill the participant for any associated switching fee imposed by ComEd.

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

IX. ADDITIONAL SERVICE TERMS AND CONDITIONS

A. **Member Education.** At the direction of the City, the ARES will assist the City in developing a Member Education Plan.

B. **Reporting.** The ARES will provide to the City and to the Consultant the following reports:

1. **Power Mix Reporting.** The ARES will deliver quarterly reports to the City and the Consultant which substantiate that: (a) it generated or purchased electricity with the claimed attributes in amounts sufficient to match actual consumption by the City; (b) the electricity was supplied to the interconnected grid serving the City.

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

2. **REC Reporting.** The ARES will deliver reports that provide competent and reliable evidence to support the fact that it purchased properly certified REC in a sufficient quantity to offset the non-renewable energy provided in the mix.
3. **Aggregation Reports.** The ARES will provide the City with quarterly reports showing the number of Members participating in the Aggregation Program and the total cost for energy provided to the Aggregation as compared to the ComEd's default tariff service rates. In addition, the ARES will report its efforts at member education.

C. **Limitation of Liability.** The City is not liable to Aggregation Members for any claims, however styled, arising out of the aggregation program or out of any City act or omission in facilitating the Municipal Aggregation Program.

X. INFORMATION AND COMPLAINT NUMBERS

Copies of this Plan will be available from the City free of charge at cityrm.org. Call 847-394-8500 for more information. Any electric customer, including any participant in the City's aggregation program, may contact the Illinois Commerce Commission for information, or to make a complaint against the Program, the ARES or ComEd. The ICC may be reached toll free at 217-782-5793.