

**Village of Campton Hills  
Municipal Aggregation of Electricity**

**The Village of Campton Hills  
Invites Responses to this Request for  
Proposal  
Municipal Aggregation of Electric Supply  
for  
Residential and Small Commercial  
Retail Customers**

Responses due June 5, 2012 (3:00 PM CDT)

**Contact for Questions and Clarification**

Patsy Smith, Village President, Village of Campton Hills, (630) 584-5700,  
[president@villageofcamptonhills.org](mailto:president@villageofcamptonhills.org)

**Prepared by the Village of Campton Hills**

# **Village of Campton Hills Municipal Aggregation of Electricity**

## **I. HISTORY AND PURPOSE OF MUNICIPAL AGGREGATION**

Pursuant to the Illinois Power Agency Act, 20 ILCS 3855/1-92, the Village of Campton Hills (“Village of Campton Hills” or “Village”) is 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. In accordance with that law, The Village of Campton Hills voters approved the Village Community Choice Aggregation Referendum at the March 20, 2012 general election. After the referendum passed, the Village retained the services of an Energy Aggregation Attorney to assist with implementing the program, bidding and selecting the electricity supplier.

The Village of Campton Hills is now seeking to competitively bid and negotiate a contract with a competent and licensed Retail Electric Supplier (RES) to provide electric supply at contracted rates to all members of the Aggregation Program. The Selected RES shall provide accurate and understandable pricing, ancillary services and an opt-out notification plan. The Selected RES will also perform and manage ancillary services for the Aggregation Members as described in the Plan of Operation and Governance.

The Village of Campton Hills Aggregation Program will solicit bids for both a lowest rate alternative as well as an alternative for a cleaner, greener supply of electric power. With an estimate of 3,000 eligible electric accounts, the Village expects to attract lower rates than the current Default Tariffed Service rate.

Consumption data provided by ComEd regarding the Village is found in Attachment A. This information is considered confidential and should be handled as such.

Responses are due on or before 3:00 PM CDT, June 5, 2012.

Bidders must provide both paper and electronic copies of their proposal. Each bidder shall provide three (3) copies of their proposal in a sealed envelope entitled, “Village of Campton Hills, Municipal Aggregation of Residential and Small Business Electricity Accounts,” delivered to:

Ms. Patsy Smith  
Village of Campton Hills  
40W115 Campton Crossings Drive, Unit B  
Campton Hills, IL 60175

## **Village of Campton Hills Municipal Aggregation of Electricity**

### **Schedule**

The following schedule will be employed in the aggregation process:

- May 30, 2012 – RFP will be issued electronically to all Retail Electricity Suppliers (“RES”) that the Village deemed qualified based upon the RES responses to the request for qualifications (“RFQ”).
- June 5, 2012 – RFP responses are due by 3:00 PM CDT. Responses received after that date and time will be subject to rejection.
- June 5, 2012 – A winning bid and contract will be presented to the Village Board
- As soon as practical after July 1, 2012 – Accounts will start to receive electricity supply from the Selected RES on each customer’s respective meter reading date .

## **Village of Campton Hills Municipal Aggregation of Electricity**

### **Bidding Process**

The following are terms for responding to this RFP:

1. The Village of Campton Hills reserves the right to reject any and all responses for any reason.
2. The Village of Campton Hills shall have the right to modify the contract requirements at any time prior to an award of contract. In the event the Village modifies the contract requirements or its Plan of Operation and Governance prior to an award of contract, the Village will notify all bidders who requested a copy of the proposal. All bidders will have an opportunity to submit a revised proposal.
3. Any bidder who has a question on the meaning of the language in this Request for Proposals may request an interpretation thereof from the Village or its representative. The person requesting the interpretation shall be responsible for promptly asking the question to the Village. At the request of the bidder, or in the event Village management deems the interpretation to be substantive, the interpretation will be made by written addendum duly issued by the Village, and electronically delivered to all prospective bidders. The Village will not assume responsibility for receipt of such addendum. In all cases it will be the bidders' responsibility to obtain all addenda issued.
4. Responses become the property of the Village. The Village will keep proposal information confidential until a contract is awarded.
5. Any bidder may withdraw her/his proposal at any time prior to the time specified as the closing time for the receipt of proposals, by signing a request therefore. The successful bidder shall not withdraw nor cancel her/his proposal after having been notified, that the proposal has been accepted by the Village Board.
6. Information regarding ComEd accounts, customer addresses and consumption information will be provided by ComEd through the Village. This information is considered confidential and will be handled as such. Disclosure to third parties is expressly forbidden without prior written consent from the Village.
7. The RES selected by the Village will pay the pre-determined one-time Attorney fee of eight thousand five hundred (\$8,500) directly to the Energy Aggregation Attorney and an additional eleven thousand five hundred (\$11,500) for each year of the contract term to the Village for administration of the Program within 15 days the execution of the Contract and each applicable corresponding anniversary date.
8. Requirements of both this RFP and the Plan of Operation and Governance must be met by the responding supplier.
9. The Village expects the selected RES to make all reasonable arrangements to deliver electricity to the Aggregation Plan Members on or before July 1, 2012.

**Village of Campton Hills  
Municipal Aggregation of Electricity**

**RFP Responses**

- A. The qualifications of bidders, bid process and required responses are set forth in the Village of Campton Hills Plan of Operation and Governance attached hereto as Exhibit B.
  
- B. **Summary:** The following is a broad overview of the type of information required.
  - 1. **Company Information** – Detailed company information on contacts, structure, registration, etc. If the RES previously submitted this information in their RFQ response, please re-submit it here.
  - 2. **Pricing** – There are three components to the pricing: 1) the price per kWh available to all participants over the three (3) defined pricing periods; 2) a pre-determined one-time Attorney fee of eight thousand five hundred (\$8,500) paid directly to the Energy Aggregation Attorney and an additional eleven thousand five hundred (\$11,500) fee paid each year to the Village for administration of the Program; and 3) free electric power to the Village Hall of the approximately 7,600 square foot building located at, 40W270 B LaFox Road, Campton Hills.
  - 3. **Financial and Customer Billing Capabilities and Experience** – Detailed information on how specific instances will be addressed and all eligible customers will be accommodated. If the RES previously submitted this information in their RFQ response, please re-submit it here.
  - 4. **General Terms and Conditions** – Detailed in Plan of Operation and Governance
  
- C. **Responses must include the following:**
  - 1. Completed Attachment C and D (exceptions – including exceptions to the Plan of Governance);
  - 2. A copy of the supplier’s contract, with the Village that includes specific information and requirements and such terms and conditions as stated in the Plan of Operation and Governance, in addition to those set forth in the Power Supply Service Agreement.
  - 3. All other information required below:

**Customer Billing Capabilities**

It is required that the residents of Campton Hills receive one bill for electrical service and that bill must be issued by ComEd. It is anticipated that most RES responders will be availing themselves of Unified Consolidated Billing and Purchasing of Receivables (“UCB-POR”). However, it is not a requirement for responding to this RFP. Those not utilizing UCB-POR must address the following issues:

**Billing Accuracy and Assurance** – Absent UCB-POR, RES companies will be doing their own billing. What percentage of bills issued have errors?

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**Village of Campton Hills  
Municipal Aggregation of Electricity**

**ATTACHMENT A**

**Village of Campton Hills  
Electrical Consumption Data by Rate Class**

**See attached Excel File**



VILLAGE OF CAMPTON HILLS  
ELECTRIC CONSUMPTION DATA  
BY RATE CLASS

R73												
RETAIL DELIVERY SERVICE - 0 TO 100 KW												
								1967	1974	2144	2722	1894
Sum of Total Energy Qty												
Sum of Customer Count								5	5	5	5	5
R90												
RETAIL DELIVERY SERVICE - RES HEAT SINGLE												
Sum of Total Energy Qty								2840	6280	10226	18740	11670
Sum of Customer Count								1	1	2	2	2
Total Sum of Total Energy Qty	3225451	2935291	3242186	4720454	6500735	5537574	3791807	2874445	3512778	4034339	4180420	3308825
Total Sum of Customer Count	2986	2992	2989	2984	2978	2930	2904	2928	2950	2947	2942	2931

City County Nm

CAMPTON HILLS

Column Labels

Row Labels	201103	201104	201105	201106	201107	201108	201109	201110	201111	201112	201201	201202
C23												
RESIDENTIAL SINGLE												
Sum of Total Energy Qty	3117156	2852517	3179169	4649099	6420282	5468842	3728523	2814031	3419170	3913352	4033444	3192268
Sum of Customer Count	2908	2915	2912	2907	2900	2853	2828	2852	2875	2871	2866	2855
C24												
RESIDENTIAL MULTI												
Sum of Total Energy Qty	909	837	859	1206	1871	1537	957	810	1013	1168	1184	961
Sum of Customer Count	1	1	1	1	1	1	1	1	1	1	1	1
C25												
RESIDENTIAL SINGLE (SPACE HEAT)												
Sum of Total Energy Qty	87870	67460	44902	54598	62589	53370	47108	44669	75676	101844	125893	98987
Sum of Customer Count	34	34	33	34	34	33	33	33	33	33	33	33
C26												
RESIDENTIAL MULTI (SPACE HEAT)												
Sum of Total Energy Qty	2832	2188	1667	1224	786	901	693	1803	1733	2227	2978	2253
Sum of Customer Count	1	1	1	1	1	1	1	1	1	1	1	1
C27												
COM KWH ONLY												
Sum of Total Energy Qty	6558	5339	4900	5397	5807	5024	5651	5051	6947	7491	8304	6993
Sum of Customer Count	21	20	21	20	21	21	21	21	20	21	21	21
C28												
SMALL (0 - 100)												
Sum of Total Energy Qty	10126	6950	10689	8930	9400	7900	8875	8081	8239	8257	8617	7363
Sum of Customer Count	21	21	21	21	21	21	20	20	20	20	20	20
Total Sum of Total Energy Qty	3225451	2935291	3242186	4720454	6500735	5537574	3791807	2874445	3512778	4034339	4180420	3308825
Total Sum of Customer Count	2986	2992	2989	2984	2978	2930	2904	2928	2950	2947	2942	2931



VILLAGE OF CAMPTON HILLS  
 CONSUMPTION RATE DATA BY CLASS

City County Nm	CAMPTON HILLS											
Row Labels	Column Labels											
	201103	201104	201105	201106	201107	201108	201109	201110	201111	201112	201201	201202
B70												
RESIDENTIAL - SINGLE												
Sum of Plc Qty												
Sum of Nspl Qty												
B71												
RESIDENTIAL - MULTIPLE												
Sum of Plc Qty												
Sum of Nspl Qty												
B72												
COMMERCIAL - WATT-HOUR												
Sum of Plc Qty	23.2123	22.8123	23.2123	18.1523	16.5635	16.5611	16.5611	16.5611	16.5135	16.5611	16.5611	16.5611
Sum of Nspl Qty	17.4552	16.8952	17.4552	17.4078	16.4819	16.4819	16.4819	16.4819	16.4345	16.4819	16.4819	16.933
B73												
COMMERCIAL DEMAND - 0 TO 100 KW												
Sum of Plc Qty	53.8753	53.8753	53.8753	29.32	43.9202	43.9202	40.6294	26.9803	26.9803	26.9803	26.9803	26.9803
Sum of Nspl Qty	44.2079	44.2079	44.2079	44.2079	44.2079	44.2079	41.1044	27.1865	27.1865	27.1865	27.1865	17.865
B90												
RESIDENTIAL - SPACE HEAT SINGLE												
Sum of Plc Qty												
Sum of Nspl Qty												
B91												
RESIDENTIAL - SPACE HEAT MULTIPLE												
Sum of Plc Qty												
Sum of Nspl Qty												
H70												
RESIDENTIAL - HOURLY SINGLE												
Sum of Plc Qty												
Sum of Nspl Qty												
H90												
RESIDENTIAL - HOURLY SPACE HEAT SINGLE												
Sum of Plc Qty												
Sum of Nspl Qty												
R70												
RETAIL DELIVERY SERVICE - RES SINGLE												
Sum of Plc Qty												
Sum of Nspl Qty												
R72												
RETAIL DELIVERY SERVICE - WATT-HOUR												
Sum of Plc Qty						0.9549	0.9549	0.9549	0.9549	0.9549	0.9549	0.9549
Sum of Nspl Qty						0.9733	0.9733	0.9733	0.9733	0.9733	0.9733	1.0523
R73												
RETAIL DELIVERY SERVICE - 0 TO 100 KW												
Sum of Plc Qty								13.6491	13.6491	13.6491	13.6491	13.6491

VILLAGE OF CAMPTON HILLS  
 CONSUMPTION RATE DATA BY CLASS

Row Labels	201103	201104	201105	201106	201107	201108	201109	201110	201111	201112	201201	201202
Sum of Nspl Qty									13.9179	13.9179	13.9179	7.7838
R90												
RETAIL DELIVERY SERVICE - RES HEAT SINGLE												
Sum of Plc Qty												
Sum of Nspl Qty												
Total Sum of Plc Qty	77.0876	76.6876	77.0876	47.4723	61.4386	61.4362	58.1454	58.1454	58.0978	58.1454	58.1454	58.1454
Total Sum of Nspl Qty	61.6631	61.1031	61.6631	61.6157	61.6631	61.6631	58.5596	58.5596	58.5122	58.5596	58.5596	43.6341
City County Nm	CAMPTON HILLS											
Row Labels	Column Labels											
C23	201103	201104	201105	201106	201107	201108	201109	201110	201111	201112	201201	201202
RESIDENTIAL SINGLE												
Sum of Plc Qty												
Sum of Nspl Qty												
C24												
RESIDENTIAL MULTI												
Sum of Plc Qty												
Sum of Nspl Qty												
C25												
RESIDENTIAL SINGLE (SPACE HEAT)												
Sum of Plc Qty												
Sum of Nspl Qty												
C26												
RESIDENTIAL MULTI (SPACE HEAT)												
Sum of Plc Qty												
Sum of Nspl Qty												
C27												
COM KWH ONLY												
Sum of Plc Qty	23.2123	22.8123	23.2123	18.1523	17.5184	17.516	17.516	17.516	17.4684	17.516	17.516	17.516
Sum of Nspl Qty	17.4552	16.8952	17.4552	17.4078	17.4552	17.4552	17.4552	17.4552	17.4078	17.4552	17.4552	17.9853
C28												
SMALL (0 - 100)												
Sum of Plc Qty	53.8753	53.8753	53.8753	29.32	43.9202	43.9202	40.6294	40.6294	40.6294	40.6294	40.6294	40.6294
Sum of Nspl Qty	44.2079	44.2079	44.2079	44.2079	44.2079	44.2079	41.1044	41.1044	41.1044	41.1044	41.1044	25.6488
Total Sum of Plc Qty	77.0876	76.6876	77.0876	47.4723	61.4386	61.4362	58.1454	58.1454	58.0978	58.1454	58.1454	58.1454
Total Sum of Nspl Qty	61.6631	61.1031	61.6631	61.6157	61.6631	61.6631	58.5596	58.5596	58.5122	58.5596	58.5596	43.6341

VILLAGE OF CAMPTON HILLS  
USAGE DATA

City County Nm	Tariff F Tariff Rate Nm	Delive Delivery Service Nm	Billing Year	Total Energy ( Custor Plc Qty	Nspl Qty
CAMPTON HILLS	B70 RESIDENTIAL - SINGLE	C23 RESIDENTIAL SINGLE	201103	3,074,155	2876
CAMPTON HILLS	H70 RESIDENTIAL - HOURLY SINGLE	C23 RESIDENTIAL SINGLE	201103	42,766	31
CAMPTON HILLS	R70 RETAIL DELIVERY SERVICE - RES SINGLE	C23 RESIDENTIAL SINGLE	201103	235	1
CAMPTON HILLS	R70 RETAIL DELIVERY SERVICE - RES SINGLE	C23 RESIDENTIAL SINGLE	201104	7,946	6
CAMPTON HILLS	H70 RESIDENTIAL - HOURLY SINGLE	C23 RESIDENTIAL SINGLE	201104	37,162	31
CAMPTON HILLS	B70 RESIDENTIAL - SINGLE	C23 RESIDENTIAL SINGLE	201104	2,807,409	2878
CAMPTON HILLS	H70 RESIDENTIAL - HOURLY SINGLE	C23 RESIDENTIAL SINGLE	201105	37,049	31
CAMPTON HILLS	R70 RETAIL DELIVERY SERVICE - RES SINGLE	C23 RESIDENTIAL SINGLE	201105	20,712	15
CAMPTON HILLS	B70 RESIDENTIAL - SINGLE	C23 RESIDENTIAL SINGLE	201105	3,121,408	2866
CAMPTON HILLS	H70 RESIDENTIAL - HOURLY SINGLE	C23 RESIDENTIAL SINGLE	201106	47,380	31
CAMPTON HILLS	B70 RESIDENTIAL - SINGLE	C23 RESIDENTIAL SINGLE	201106	4,565,733	2858
CAMPTON HILLS	R70 RETAIL DELIVERY SERVICE - RES SINGLE	C23 RESIDENTIAL SINGLE	201106	35,986	18
CAMPTON HILLS	B70 RESIDENTIAL - SINGLE	C23 RESIDENTIAL SINGLE	201107	6,295,288	2845
CAMPTON HILLS	H70 RESIDENTIAL - HOURLY SINGLE	C23 RESIDENTIAL SINGLE	201107	60,611	31
CAMPTON HILLS	R70 RETAIL DELIVERY SERVICE - RES SINGLE	C23 RESIDENTIAL SINGLE	201107	64,383	24
CAMPTON HILLS	B70 RESIDENTIAL - SINGLE	C23 RESIDENTIAL SINGLE	201108	5,345,339	2789
CAMPTON HILLS	H70 RESIDENTIAL - HOURLY SINGLE	C23 RESIDENTIAL SINGLE	201108	53,233	31
CAMPTON HILLS	R70 RETAIL DELIVERY SERVICE - RES SINGLE	C23 RESIDENTIAL SINGLE	201108	70,270	33
CAMPTON HILLS	B70 RESIDENTIAL - SINGLE	C23 RESIDENTIAL SINGLE	201109	3,611,745	2745
CAMPTON HILLS	R70 RETAIL DELIVERY SERVICE - RES SINGLE	C23 RESIDENTIAL SINGLE	201109	73,927	52
CAMPTON HILLS	H70 RESIDENTIAL - HOURLY SINGLE	C23 RESIDENTIAL SINGLE	201109	42,851	31
CAMPTON HILLS	R70 RETAIL DELIVERY SERVICE - RES SINGLE	C23 RESIDENTIAL SINGLE	201110	92,322	82
CAMPTON HILLS	B70 RESIDENTIAL - SINGLE	C23 RESIDENTIAL SINGLE	201110	2,687,729	2740
CAMPTON HILLS	H70 RESIDENTIAL - HOURLY SINGLE	C23 RESIDENTIAL SINGLE	201110	33,980	30
CAMPTON HILLS	B70 RESIDENTIAL - SINGLE	C23 RESIDENTIAL SINGLE	201111	3,237,031	2740
CAMPTON HILLS	H70 RESIDENTIAL - HOURLY SINGLE	C23 RESIDENTIAL SINGLE	201111	45,231	31
CAMPTON HILLS	R70 RETAIL DELIVERY SERVICE - RES SINGLE	C23 RESIDENTIAL SINGLE	201111	136,908	104
CAMPTON HILLS	H70 RESIDENTIAL - HOURLY SINGLE	C23 RESIDENTIAL SINGLE	201112	51,469	30
CAMPTON HILLS	B70 RESIDENTIAL - SINGLE	C23 RESIDENTIAL SINGLE	201112	3,662,660	2706
CAMPTON HILLS	R70 RETAIL DELIVERY SERVICE - RES SINGLE	C23 RESIDENTIAL SINGLE	201112	199,223	135
CAMPTON HILLS	R70 RETAIL DELIVERY SERVICE - RES SINGLE	C23 RESIDENTIAL SINGLE	201201	234,804	149
CAMPTON HILLS	B70 RESIDENTIAL - SINGLE	C23 RESIDENTIAL SINGLE	201201	3,742,884	2686
CAMPTON HILLS	H70 RESIDENTIAL - HOURLY SINGLE	C23 RESIDENTIAL SINGLE	201201	55,756	31
CAMPTON HILLS	B70 RESIDENTIAL - SINGLE	C23 RESIDENTIAL SINGLE	201202	2,946,875	2669
CAMPTON HILLS	H70 RESIDENTIAL - HOURLY SINGLE	C23 RESIDENTIAL SINGLE	201202	46,725	32
CAMPTON HILLS	R70 RETAIL DELIVERY SERVICE - RES SINGLE	C23 RESIDENTIAL SINGLE	201202	198,668	154
CAMPTON HILLS	B71 RESIDENTIAL - MULTIPLE	C24 RESIDENTIAL MULTI	201103	909	1
CAMPTON HILLS	B71 RESIDENTIAL - MULTIPLE	C24 RESIDENTIAL MULTI	201104	837	1
CAMPTON HILLS	B71 RESIDENTIAL - MULTIPLE	C24 RESIDENTIAL MULTI	201105	859	1

VILLAGE OF CAMPTON HILLS  
USAGE DATA

CAMPTON HILLS	B71	RESIDENTIAL - MULTIPLE	C24	RESIDENTIAL MULTI	201106	1,206	1
CAMPTON HILLS	B71	RESIDENTIAL - MULTIPLE	C24	RESIDENTIAL MULTI	201107	1,871	1
CAMPTON HILLS	B71	RESIDENTIAL - MULTIPLE	C24	RESIDENTIAL MULTI	201108	1,537	1
CAMPTON HILLS	B71	RESIDENTIAL - MULTIPLE	C24	RESIDENTIAL MULTI	201109	957	1
CAMPTON HILLS	B71	RESIDENTIAL - MULTIPLE	C24	RESIDENTIAL MULTI	201110	810	1
CAMPTON HILLS	B71	RESIDENTIAL - MULTIPLE	C24	RESIDENTIAL MULTI	201111	1,013	1
CAMPTON HILLS	B71	RESIDENTIAL - MULTIPLE	C24	RESIDENTIAL MULTI	201112	1,168	1
CAMPTON HILLS	B71	RESIDENTIAL - MULTIPLE	C24	RESIDENTIAL MULTI	201201	1,184	1
CAMPTON HILLS	B71	RESIDENTIAL - MULTIPLE	C24	RESIDENTIAL MULTI	201202	961	1
CAMPTON HILLS	B90	RESIDENTIAL - SPACE HEAT SINGLE	C25	RESIDENTIAL SINGLE (SPACE HEAT)	201103	86,820	33
CAMPTON HILLS	H90	RESIDENTIAL - HOURLY SPACE HEAT SINGLE	C25	RESIDENTIAL SINGLE (SPACE HEAT)	201103	1,050	1
CAMPTON HILLS	B90	RESIDENTIAL - SPACE HEAT SINGLE	C25	RESIDENTIAL SINGLE (SPACE HEAT)	201104	66,612	33
CAMPTON HILLS	H90	RESIDENTIAL - HOURLY SPACE HEAT SINGLE	C25	RESIDENTIAL SINGLE (SPACE HEAT)	201104	848	1
CAMPTON HILLS	H90	RESIDENTIAL - HOURLY SPACE HEAT SINGLE	C25	RESIDENTIAL SINGLE (SPACE HEAT)	201105	1,230	1
CAMPTON HILLS	B90	RESIDENTIAL - SPACE HEAT SINGLE	C25	RESIDENTIAL SINGLE (SPACE HEAT)	201105	43,672	32
CAMPTON HILLS	B90	RESIDENTIAL - SPACE HEAT SINGLE	C25	RESIDENTIAL SINGLE (SPACE HEAT)	201106	53,224	33
CAMPTON HILLS	H90	RESIDENTIAL - HOURLY SPACE HEAT SINGLE	C25	RESIDENTIAL SINGLE (SPACE HEAT)	201106	1,374	1
CAMPTON HILLS	B90	RESIDENTIAL - SPACE HEAT SINGLE	C25	RESIDENTIAL SINGLE (SPACE HEAT)	201107	60,814	33
CAMPTON HILLS	H90	RESIDENTIAL - HOURLY SPACE HEAT SINGLE	C25	RESIDENTIAL SINGLE (SPACE HEAT)	201107	1,775	1
CAMPTON HILLS	H90	RESIDENTIAL - HOURLY SPACE HEAT SINGLE	C25	RESIDENTIAL SINGLE (SPACE HEAT)	201108	1,648	1
CAMPTON HILLS	B90	RESIDENTIAL - SPACE HEAT SINGLE	C25	RESIDENTIAL SINGLE (SPACE HEAT)	201108	51,722	32
CAMPTON HILLS	H90	RESIDENTIAL - HOURLY SPACE HEAT SINGLE	C25	RESIDENTIAL SINGLE (SPACE HEAT)	201109	1,317	1
CAMPTON HILLS	B90	RESIDENTIAL - SPACE HEAT SINGLE	C25	RESIDENTIAL SINGLE (SPACE HEAT)	201109	45,791	32
CAMPTON HILLS	R90	RETAIL DELIVERY SERVICE - RES HEAT SINGLE	C25	RESIDENTIAL SINGLE (SPACE HEAT)	201110	2,840	1
CAMPTON HILLS	B90	RESIDENTIAL - SPACE HEAT SINGLE	C25	RESIDENTIAL SINGLE (SPACE HEAT)	201110	40,671	31
CAMPTON HILLS	H90	RESIDENTIAL - HOURLY SPACE HEAT SINGLE	C25	RESIDENTIAL SINGLE (SPACE HEAT)	201110	1,158	1
CAMPTON HILLS	H90	RESIDENTIAL - HOURLY SPACE HEAT SINGLE	C25	RESIDENTIAL SINGLE (SPACE HEAT)	201111	1,151	1
CAMPTON HILLS	B90	RESIDENTIAL - SPACE HEAT SINGLE	C25	RESIDENTIAL SINGLE (SPACE HEAT)	201111	68,245	31
CAMPTON HILLS	R90	RETAIL DELIVERY SERVICE - RES HEAT SINGLE	C25	RESIDENTIAL SINGLE (SPACE HEAT)	201111	6,280	1
CAMPTON HILLS	R90	RETAIL DELIVERY SERVICE - RES HEAT SINGLE	C25	RESIDENTIAL SINGLE (SPACE HEAT)	201112	10,226	2
CAMPTON HILLS	B90	RESIDENTIAL - SPACE HEAT SINGLE	C25	RESIDENTIAL SINGLE (SPACE HEAT)	201112	90,381	30
CAMPTON HILLS	H90	RESIDENTIAL - HOURLY SPACE HEAT SINGLE	C25	RESIDENTIAL SINGLE (SPACE HEAT)	201112	1,237	1
CAMPTON HILLS	H90	RESIDENTIAL - HOURLY SPACE HEAT SINGLE	C25	RESIDENTIAL SINGLE (SPACE HEAT)	201201	1,334	1
CAMPTON HILLS	R90	RETAIL DELIVERY SERVICE - RES HEAT SINGLE	C25	RESIDENTIAL SINGLE (SPACE HEAT)	201201	18,740	2
CAMPTON HILLS	B90	RESIDENTIAL - SPACE HEAT SINGLE	C25	RESIDENTIAL SINGLE (SPACE HEAT)	201201	105,819	30
CAMPTON HILLS	H90	RESIDENTIAL - HOURLY SPACE HEAT SINGLE	C25	RESIDENTIAL SINGLE (SPACE HEAT)	201202	1,038	1
CAMPTON HILLS	B90	RESIDENTIAL - SPACE HEAT SINGLE	C25	RESIDENTIAL SINGLE (SPACE HEAT)	201202	86,279	30
CAMPTON HILLS	R90	RETAIL DELIVERY SERVICE - RES HEAT SINGLE	C25	RESIDENTIAL SINGLE (SPACE HEAT)	201202	11,670	2
CAMPTON HILLS	B91	RESIDENTIAL - SPACE HEAT MULTIPLE	C26	RESIDENTIAL MULTI (SPACE HEAT)	201103	2,832	1
CAMPTON HILLS	B91	RESIDENTIAL - SPACE HEAT MULTIPLE	C26	RESIDENTIAL MULTI (SPACE HEAT)	201104	2,188	1

VILLAGE OF CAMPTON HILLS

USAGE DATA

CAMPTON HILLS	B91	RESIDENTIAL - SPACE HEAT MULTIPLE	C26	RESIDENTIAL MULTI (SPACE HEAT)	201105	1,667	1		
CAMPTON HILLS	B91	RESIDENTIAL - SPACE HEAT MULTIPLE	C26	RESIDENTIAL MULTI (SPACE HEAT)	201106	1,224	1		
CAMPTON HILLS	B91	RESIDENTIAL - SPACE HEAT MULTIPLE	C26	RESIDENTIAL MULTI (SPACE HEAT)	201107	786	1		
CAMPTON HILLS	B91	RESIDENTIAL - SPACE HEAT MULTIPLE	C26	RESIDENTIAL MULTI (SPACE HEAT)	201108	901	1		
CAMPTON HILLS	B91	RESIDENTIAL - SPACE HEAT MULTIPLE	C26	RESIDENTIAL MULTI (SPACE HEAT)	201109	693	1		
CAMPTON HILLS	B91	RESIDENTIAL - SPACE HEAT MULTIPLE	C26	RESIDENTIAL MULTI (SPACE HEAT)	201110	1,803	1		
CAMPTON HILLS	B91	RESIDENTIAL - SPACE HEAT MULTIPLE	C26	RESIDENTIAL MULTI (SPACE HEAT)	201111	1,733	1		
CAMPTON HILLS	B91	RESIDENTIAL - SPACE HEAT MULTIPLE	C26	RESIDENTIAL MULTI (SPACE HEAT)	201112	2,227	1		
CAMPTON HILLS	B91	RESIDENTIAL - SPACE HEAT MULTIPLE	C26	RESIDENTIAL MULTI (SPACE HEAT)	201201	2,978	1		
CAMPTON HILLS	B91	RESIDENTIAL - SPACE HEAT MULTIPLE	C26	RESIDENTIAL MULTI (SPACE HEAT)	201202	2,253	1		
CAMPTON HILLS	B72	COMMERCIAL - WATT-HOUR	C27	COM KWH ONLY	201103	6,558	21	23.2123	17.4552
CAMPTON HILLS	B72	COMMERCIAL - WATT-HOUR	C27	COM KWH ONLY	201104	5,339	20	22.8123	16.8952
CAMPTON HILLS	B72	COMMERCIAL - WATT-HOUR	C27	COM KWH ONLY	201105	4,900	21	23.2123	17.4552
CAMPTON HILLS	B72	COMMERCIAL - WATT-HOUR	C27	COM KWH ONLY	201106	5,397	20	18.1523	17.4078
CAMPTON HILLS	R72	RETAIL DELIVERY SERVICE - WATT-HOUR	C27	COM KWH ONLY	201107	313	1	0.9549	0.9733
CAMPTON HILLS	B72	COMMERCIAL - WATT-HOUR	C27	COM KWH ONLY	201107	5,494	20	16.5635	16.4819
CAMPTON HILLS	R72	RETAIL DELIVERY SERVICE - WATT-HOUR	C27	COM KWH ONLY	201108	305	1	0.9549	0.9733
CAMPTON HILLS	B72	COMMERCIAL - WATT-HOUR	C27	COM KWH ONLY	201108	4,719	20	16.5611	16.4819
CAMPTON HILLS	R72	RETAIL DELIVERY SERVICE - WATT-HOUR	C27	COM KWH ONLY	201109	394	1	0.9549	0.9733
CAMPTON HILLS	B72	COMMERCIAL - WATT-HOUR	C27	COM KWH ONLY	201109	5,257	20	16.5611	16.4819
CAMPTON HILLS	R72	RETAIL DELIVERY SERVICE - WATT-HOUR	C27	COM KWH ONLY	201110	355	1	0.9549	0.9733
CAMPTON HILLS	B72	COMMERCIAL - WATT-HOUR	C27	COM KWH ONLY	201110	4,696	20	16.5611	16.4819
CAMPTON HILLS	B72	COMMERCIAL - WATT-HOUR	C27	COM KWH ONLY	201111	6,545	19	16.5135	16.4345
CAMPTON HILLS	R72	RETAIL DELIVERY SERVICE - WATT-HOUR	C27	COM KWH ONLY	201111	402	1	0.9549	0.9733
CAMPTON HILLS	B72	COMMERCIAL - WATT-HOUR	C27	COM KWH ONLY	201112	7,119	20	16.5611	16.4819
CAMPTON HILLS	R72	RETAIL DELIVERY SERVICE - WATT-HOUR	C27	COM KWH ONLY	201112	372	1	0.9549	0.9733
CAMPTON HILLS	R72	RETAIL DELIVERY SERVICE - WATT-HOUR	C27	COM KWH ONLY	201201	406	1	0.9549	0.9733
CAMPTON HILLS	B72	COMMERCIAL - WATT-HOUR	C27	COM KWH ONLY	201201	7,898	20	16.5611	16.4819
CAMPTON HILLS	B72	COMMERCIAL - WATT-HOUR	C27	COM KWH ONLY	201202	6,644	20	16.5611	16.933
CAMPTON HILLS	R72	RETAIL DELIVERY SERVICE - WATT-HOUR	C27	COM KWH ONLY	201202	349	1	0.9549	1.0523
CAMPTON HILLS	B73	COMMERCIAL DEMAND - 0 TO 100 KW	C28	SMALL (0 - 100)	201103	10,126	21	53.8753	44.2079
CAMPTON HILLS	B73	COMMERCIAL DEMAND - 0 TO 100 KW	C28	SMALL (0 - 100)	201104	6,950	21	53.8753	44.2079
CAMPTON HILLS	B73	COMMERCIAL DEMAND - 0 TO 100 KW	C28	SMALL (0 - 100)	201105	10,689	21	53.8753	44.2079
CAMPTON HILLS	B73	COMMERCIAL DEMAND - 0 TO 100 KW	C28	SMALL (0 - 100)	201106	8,930	21	29.32	44.2079
CAMPTON HILLS	B73	COMMERCIAL DEMAND - 0 TO 100 KW	C28	SMALL (0 - 100)	201107	9,400	21	43.9202	44.2079
CAMPTON HILLS	B73	COMMERCIAL DEMAND - 0 TO 100 KW	C28	SMALL (0 - 100)	201108	7,900	21	43.9202	44.2079
CAMPTON HILLS	B73	COMMERCIAL DEMAND - 0 TO 100 KW	C28	SMALL (0 - 100)	201109	8,875	20	40.6294	41.1044
CAMPTON HILLS	B73	COMMERCIAL DEMAND - 0 TO 100 KW	C28	SMALL (0 - 100)	201110	6,114	15	26.9803	27.1865
CAMPTON HILLS	R73	RETAIL DELIVERY SERVICE - 0 TO 100 KW	C28	SMALL (0 - 100)	201110	1,967	5	13.6491	13.9179
CAMPTON HILLS	B73	COMMERCIAL DEMAND - 0 TO 100 KW	C28	SMALL (0 - 100)	201111	6,265	15	26.9803	27.1865

VILLAGE OF CAMPTON HILLS

USAGE DATA

CAMPTON HILLS	R73	RETAIL DELIVERY SERVICE - 0 TO 100 KW	C28	SMALL (0 - 100)	201111	1,974	5	13.6491	13.9179
CAMPTON HILLS	B73	COMMERCIAL DEMAND - 0 TO 100 KW	C28	SMALL (0 - 100)	201112	6,113	15	26.9803	27.1865
CAMPTON HILLS	R73	RETAIL DELIVERY SERVICE - 0 TO 100 KW	C28	SMALL (0 - 100)	201112	2,144	5	13.6491	13.9179
CAMPTON HILLS	R73	RETAIL DELIVERY SERVICE - 0 TO 100 KW	C28	SMALL (0 - 100)	201201	2,722	5	13.6491	13.9179
CAMPTON HILLS	B73	COMMERCIAL DEMAND - 0 TO 100 KW	C28	SMALL (0 - 100)	201201	5,895	15	26.9803	27.1865
CAMPTON HILLS	B73	COMMERCIAL DEMAND - 0 TO 100 KW	C28	SMALL (0 - 100)	201202	5,469	15	26.9803	17.865
CAMPTON HILLS	R73	RETAIL DELIVERY SERVICE - 0 TO 100 KW	C28	SMALL (0 - 100)	201202	1,894	5	13.6491	7.7838

**Village of Campton Hills  
Municipal Aggregation of Electricity**

**ATTACHMENT B**

**VILLAGE OF CAMPTON HILLS  
ELECTRIC AGGREGATION PLAN  
OF OPERATION AND GOVERNANCE**

**See attached PDF File**

# **Village of Campton Hills Electric Aggregation Plan of Operation and Governance**

**May 30, 2012**



**VILLAGE OF CAMPTON HILLS  
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 et seq., municipalities such as the Village of Campton Hills are authorized to aggregate the electric loads of certain 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 December, 2011, the Village Trustees passed a resolution authorizing a referendum on the March 20, 2011 ballot which asked the public for authority to create an Opt-Out aggregation program for its residents and small business customers.

The Village of Campton Hills voters approved the Village Community Choice Aggregation Referendum at the March 20, 2012 general election. After the referendum passed, the Village retained the services of an Energy Aggregation Attorney to assist with implementing the program, bidding and selecting the electricity supplier.

The Village conducted a public outreach campaign to educate Village 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, Village newsletter, and news articles in local media.

The Village'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. The Village of Campton Hills program will initially review supplier qualifications and then solicit bids for both a lowest rate alternative as well as an alternative for a cleaner, greener supply of electric power. With an estimate of 3,000 eligible electric accounts, the Aggregation has the potential to attract lower rates than the current Default Tariffed Service rate.

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. The Village of Campton Hills 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.

The Village will not buy or resell power, but will competitively bid and negotiate a contract with a competent and licensed retail electric supplier ("RES") to provide electric supply at contracted rates to all members of the Aggregation Program. The Selected RES shall provide accurate and understandable pricing, ancillary services and an opt-out notification plan. The Selected RES shall 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.

The Village of Campton Hills and the Selected RES ("Selected RES" or "Supplier") 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 et seq.;

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

"Energy Aggregation Attorney" or "Attorney" shall refer to an attorney with demonstrated energy related experience in electric supply issues.

"Aggregation Member" or "Member" shall mean a residential or small commercial retail account enrolled in the Village of Campton Hills 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 Campton Hills. 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);

"Commission" or "ICC" means the Illinois Commerce Commission as set forth at 220 ILCS 5/2-101 et seq.;

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

"Electric Utility" or "Utilities" shall mean ComEd as the entity that has a franchise, license, permit or right to distribute, furnish or sell electricity to retail customers within the Village of Campton Hills;

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

"ICC" shall mean the Illinois Commerce Commission.

"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 Campton Hills' residential and small commercial retail members in the Aggregation;

"Municipal Aggregator" shall mean the Village of Campton Hills 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;

"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 ComEd'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;

"PJM" shall mean Pennsylvania-New Jersey-Maryland a regional transmission organization (RTO), in which ComEd is a member, governed by PJM's Open Access Transmission Tariff that coordinates the movement of wholesale electricity.

"Power Supply Service Agreement" or "Service Agreement" shall mean the contract between the Village of Campton Hills and the Selected Retail Electric Supplier;

"Public Utilities Act" or "PUA" has the same meaning as set forth in 220 ILCS 5 et seq.;

"Rate GAP" ComEd's filed tariff Rate Government Aggregation Protocols that became effective April 17, 2011, pursuant to Section 9-250 of the PUA (ICC Docket 11-0434; Final Order April 4, 2012);

"REC" or "Renewable Energy Credit" shall mean duly certified and verified Renewable Energy Credits and as further defined under 20 ILCS 3855/1-10;

"Retail Electric Supplier" or "RES" includes both ARES and electric utilities serving or seeking to serve retail customers outside their service area.

"Small Commercial Retail" means those nonresidential retail customers of an electric utility consuming 15,000 kilowatt-hours or less of electricity annually in its service area. 220 ILCS 5/16-102 of the PUA, provided, however, that the definition of Small Commercial Retail will include such other definition or description as may become required by law;

"The Village of Campton Hills" or "Village" shall mean the Village of Campton Hills, acting by and through its corporate authorities, and authorized Village employees and officers.

### **III. ROLE OF THE VILLAGE**

**A.** The Village President shall submit to ComEd, in writing, a document 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 and Selected RES will maintain the customer information it receives in a confidential manner as required under Rate GAP and 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 Selected RES with the Village's assistance shall review the customer list to remove ineligible customers, provided however, that the Village shall have no responsibility to potential aggregation members or the Selected RES for the accuracy of the customer account information provided.

**D.** The Village will review the request for qualifications ("RFQ") to determine the electric suppliers that are found to be responsive and those deemed qualified will be invited to submit actionable pricing proposals through the ("RFP") process, following completion and adoption of this Plan in cooperation with the Energy Aggregation Attorney.

**E.** The Village will inform the potential bidders in the RFP document of the Village's generic load profile information as provided by ComEd.

**F.** The Village will receive and evaluate proposals and contract with any RES who the

Village Board finds to be in the best interest of the Village and at the sole discretion of the Village.

**G.** The Village is under no obligation to enter into any service agreement with any RES and may, in its discretion, chose to have the aggregation members remain on ComEd'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 Program, or for billing or collecting for electricity provided under any Selected RES 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 ENERGY AGGREGATION ATTORNEY**

**A. Duties.** The Energy Aggregation Attorney shall advise the Village and assist the Village with the development and implementation of its Municipal Aggregation Program, as agreed to by the Attorney and the Village, including advising staff and elected officials (at the request of the Village President) on certain aspects of the program; developing necessary documents, soliciting and reviewing bids received, making recommendations as appropriate.

**B. Representation of the Attorney to the Village.** The Attorney's service is to represent the best interests of the Village regarding the Municipal Aggregation Program.

**C. Fee.** The Attorney shall not be paid directly by the Village, but will receive the predetermined fee for service to the Village, as described further in Section VIII. G., directly from the Selected RES at the time of selection or shortly thereafter.

**D. Village Assistance.** The Attorney shall advise the Village on any changes in laws, rules, tariffs or any other regulatory matter that impacts the Aggregation during the initial term of the Selected RES Service Agreement.

#### **V. BIDDING**

##### **A. Bidding Procedures.**

A RFQ process in cooperation between the Village and the Attorney shall determine a short list of qualified bidders to be eligible to participate in the Village RFP process. The determination of qualified bidders shall be at the sole discretion of the Village.

The Village, working in cooperation with the Attorney, shall develop a RFP 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 Campton Hills will retain the full and absolute right to accept, accept with conditions, or reject any bid.

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 ComEd's Default Tariffed Service provider.

**B. Contents of the Bid**

**1. Term of Agreement:**

The initial Service Agreement will be for either a one (1), two (2), or three (3) year period as determined by the Village. The Village Board of Trustees will have discretion to determine the length of the initial term and 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 RES using, at a minimum, renewable energy consistent with the Illinois Renewable Portfolio Standard ("IRPS") required by law.
- b. 50% Renewable - REC Supported Mix. Electricity where any non-renewable sources are offset 50% by Renewable Energy Credits sourced through PJM hydro, wind, solar or captured methane-landfill gas.
- c. 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.

**3. Rates:**

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. Therefore, the RES should state that for the two (2) year and three (3) year term offers, the RES price to the Village shall be the lesser of the quoted fixed price rate, or the applicable Default Tariffed Service rate. The bid documents shall require the RES to provide the rate information in the following format:

ComEd Term	FIXED PRICE		
	Statutory Minimum	50%	100%
<u>Beginning Summer 2012</u>	<u>Renewable RECs Mix</u>	<u>Renewable RECs Mix</u>	<u>Renewable RECs Mix</u>
One Year			
Two Year*			
Three Year*			

\* The two year and three year prices for the Statutory Minimum Renewable RECs Mix shall be at the lesser of the quoted fixed price, or the applicable Default Tariffed Service rate.

4. Other Charges: Neither the Village nor the Selected RES 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, if any for customers who Opt-Out after the initial Opt-Out process has concluded.
5. Disclosure: In bidding, the RES shall disclose the percentage of the rate that is attributable to administrative services and the Energy Aggregation Attorney fees.
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. As well as customers who initially did an Opt-Out of the Program, but at a later date request to Opt-In.
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 Selected RES 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 Selected RES 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 and provide the Village with the relevant information if they have not already done so in the RFQ process:

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 the Village;

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, 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;

6. 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;
7. Maintain a local or toll-free telephone number for customer service and complaints related to the Village of Campton Hill's Aggregation Program with a detailed plan for reaching multi-lingual customers or customers with disabilities;
8. Provide proof of the company's bond posting with the ICC;
9. 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. Quality of the Response to the Aggregation Plan;
3. Quality of Marketing Plan and Timeline;
4. Experience;



5. Price;
6. Non-price terms;
5. 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, or RES 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 RES which contains the following minimum terms and conditions:

**A. Term.** The Village's first Service Agreement shall be for a period of a one (1), two (2), or three (3) year period based upon the offers and the interests of the Village. Following the expiration of the term, the Selected RES will continue to provide electric service on a month to month basis at the lesser of the RES's best rate or the ComEd Default Tariffed Service rate until either party provides at least 30 days written notice to the non-terminating party that they wish to discontinue service to the Village. 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 Campton Hills will have the discretion to set the length of any subsequent contract term. The Village, at the end of the initial term of the Service Agreement, may consult with the Supplier regarding the next course of action, which will be one of the following: 1) switch the Program Members back to ComEd's Default Tariffed Service rate; 2) switch the Program Members to a different electric supplier; or 3) enter into a new agreement with the Selected RES.

**B. Rate.** The agreement shall specify the rates, power mix, length of contract and any additional terms as quoted in the proposal and shall specify any other charges or fees.

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

**D. Confidentiality of Customer Database.** The Selected RES shall preserve the confidentiality of all Aggregation Members' account information and shall agree to adopt and follow protocols to preserve that confidentiality. The Selected RES, 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 Selected RES 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 Selected RES must agree to hold the Village 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 Selected RES 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 Selected RES 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 Selected RES.

**J. Back-up.** The Agreement provides that the Selected RES must have in place adequate back-up systems to assure that the individual member data is secure and that the Selected RES can adequately perform the obligations under this Agreement in the event of a system failure.

## **VII. IMPLEMENTATION PROCEDURES**

### **A. Development of Customer Database**

Pursuant to ICC regulations, the Village President or her designee will 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; Revised, effective April 12, 2012) 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 the Selected RES, the Village, under confidential agreement with the Selected RES, will work with the Selected RES, 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 RES;
3. The customer as pre-existing service under ComEd's hourly, or real-time pricing program, Rate BES-H (Rider RRTP);
4. The customer has free ComEd service;

5. The customer has hourly rate ComEd customer (real time pricing);
6. The customer is on a ComEd bundled hold.

At the discretion of the Village and communicated to the Selected RES, a different Opt-Out notice may need to be sent to the electric space heat customers identified.

The Selected RES and the Village will complete the eligibility review within 10 business days.

The Retail Customer Identification Information will remain the property of the Village of Campton Hills, and the Selected RES will comply with the confidentiality and non-compete provisions in the Service Agreement.

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

The Selected RES 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 Selected RES will maintain a secure database of Customer Account Information. The database will include the ComEd account number, 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 Selected RES will maintain the database in a secure and confidential manner. The Selected RES 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 RES, Rate BES-H/Rider RRTP, or other authorized service.

##### 1. Manner of Providing Notices and Information

The Selected RES will be required to pay for printing and mailing of all Aggregation and Opt-Out Notices. The Selected RES will mail Aggregation and Opt-Out Notices approved by the Village to the eligible account holders within the boundaries of the Village of Campton Hills at the address provided with the Retail Customer Identification Information provided by ComEd.

##### 2. Content of Notice

The Village and the Selected RES will agree to the format and contents of the

Aggregation and Opt-Out Notice prior to distribution or mailing. The Village may require more than one form of Opt-Out Notice be sent to certain customers. The Notice will inform the electric account owner of the existence of the Aggregation Program, the identity of the Selected RES, the rates to be charged. The Notice will also inform PIPP customers of the consequences, if any 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 President or her designee.

### 3. Time to Respond

Aggregation Members shall have at least fourteen (14) days from the postmark date on the notice to mail the Opt-Out card back to the Selected RES 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 Selected RES 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 fourteen (14) days from the post mark date on the Opt-Out notice. Upon receipt of the Opt-Out reply, the Selected RES will remove the account from the Aggregation Program.

After the expiration of the fourteen (14) days 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 Selected RES 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 Selected RES. The RES will provide a list of those who returned Opt-Out cards to the Village.

### 4. Change of Address

Members who move from one location to another within the corporate limits of Village of Campton Hills shall retain their participant status.

### **D. Notification to ComEd**

Pursuant to ILL.C.C. No.10, Rate GAP and the ICC Final Order in Docket No. 11-0434 and after the Opt-Out response period has expired, the Selected RES 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 Selected RES will provide that information to ComEd in

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

ComEd will then notify customers that they have been switched to the Selected RES and provide the customer with the name and contact information of the Selected RES. 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 Selected RES 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 ComEd 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 Selected RES, 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 Campton Hills, the Selected RES will assist the Village of Campton Hills 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 Selected RES will also provide the Aggregation Members with updates and disclosures mandated by ICC and IPA rules.

#### **B. Universal Access**

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

#### **C. Customer Service**

The Selected RES 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 Selected RES and ComEd will be reviewed for quality and timeliness; and a process by which the Selected RES can demonstrate meeting minimum customer service standards.

#### **D. Compliance with Laws**

The Selected RES will develop internal controls and processes to ensure that Village

of Campton Hills 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 Selected RES will deliver quarterly reports to the Village 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 the Illinois Renewable Portfolio Standards and the federal Clean Air Act regulations and permits.

### **2. REC Reporting**

The Selected RES 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 Selected RES 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 Selected RES will report its efforts at member education.

## **F. Termination of Service**

### **1. End of Term**

The Village's service agreement with the Selected RES will terminate upon its expiration, provided that the RES will continue to provide service at the lesser of the RES's best rate or the ComEd Default Tariffed Service rate until either party provides at least 30 days written notice to the non-terminating party that they wish to discontinue service.

### **2. Early Termination**

The Village will have the right to terminate the agreement, without any member paying any termination fees, prior to the expiration of the term in the event the Selected RES 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 Selected RES 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. ComEd's termination of its relationship with the Selected RES;
- d. Any act or omission which constitutes deception by affirmative statement or practice, or by omission, fraud, misrepresentation, or a bad faith practice by

- the Selected RES.
- 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 minimum levels of customer service required by the Village.

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

The Village will provide the Selected RES with written notice of default in the event of any default listed under subsections a. through g. or any other event of default not listed above. The Selected RES 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 Selected RES in writing of its intention to terminate the agreement, without any penalty to the Aggregation Members including any termination fees, within 30 days if the issue is not resolved to the Village's satisfaction.

Upon termination for any reason, the Village will notify ComEd to return the Aggregation Members to the Default Tariffed Service.

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

#### **G. Consultant and Attorney Compensation**

The Selected RES will pay the pre-determined Attorney fee of eight thousand five hundred (\$8,500) directly to the Energy Aggregation Attorney and an additional eleven thousand five hundred (\$11,500) each year to the Village for administration of the Program.

#### **H. Free Electric Power to a single Village Facility**

The Selected RES shall provide free electric power to the Village Hall of approximately 7,600 square feet for the building located at, 40W270 B LaFox Road, Campton Hills.

#### **I. Jurisdiction**

Any disputes between the Selected RES 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.

#### **J. Limitation Of Liability**

The Village of Campton Hills 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 Selected RES 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 Selected RES or any act or omission of the Village in obtaining the services of the Selected RES. Participants in the aggregation program shall assert any such claims solely against the Selected RES 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 on the Village website, or upon request. Call Campton Hills at (630) 584-5700 for a copy of the Plan or for more information. Any electric customer, including any participant in the Village of Campton Hills aggregation program, may contact the Illinois Commerce Commission for information, or to make a complaint against the Program, the Selected RES or ComEd. The ICC may be reached at (217) 782-5793 or toll free at (800) 524-0795.



**Village of Campton Hills  
Municipal Aggregation of Electricity**

**ATTACHMENT C  
Company Information**

Company Name and Address

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Proposal Contact Person:

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Contact Phone:

Office \_\_\_\_\_ Mobile \_\_\_\_\_

Contact Fax: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Business Type (LLC, C-Corp, S-Corp, Partnership, etc.):

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Name of Parent Company (if subsidiary):

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Illinois Office Address:

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