

## AGENDA

### RULES MEETING OF THE BOARD OF TRUSTEES VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS

Village Hall

7:00 p.m.

April 2, 2012

Roll Call

1. Ordinance Adopting the Housing Element of the Official Comprehensive Plan and Amending Chapter 78 (“Planning”), Article III (“Official Plan”), Section 78-62 (“Created and Adopted”) of the Code of Ordinances
2. An Ordinance Amending Ordinance No. 1945 Adopting the Annual Budget for the Year Commencing July 1, 2011 and Ending June 30, 2012
3. Annual Award of Contracts for Water Treatment Chemicals
4. Award of a Contract for Removal and Disposal of Lime Residuals
5. Awarding of the FY 12-13 MFT Street Sweeping Maintenance Contract
6. Amendment to Local Agency Agreement for Federal Participation for Orchard Drive
7. Request Approval of a MFT Resolution Appropriating Funding for Right of Way Acquisition and Local Match for Construction and Construction Engineering
8. Municipal Electricity Aggregation Program

Mayor’s Comments

Manager’s Comments

Trustee’s Comments

Attorney’s Comments

Audience to Visitors

Adjournment

Agenda Items are Available in the Lobby of Village Hall

## AGENDA BRIEFING

**DATE:** March 29, 2012

**TO:** Mayor Ostenburg  
Board of Trustees

**FROM:** Hildy L. Kingma, AICP  
Director of Economic Development and Planning

**RE:** Ordinance Adopting the Housing Element of the Official Comprehensive Plan and Amending Chapter 78 (“Planning”), Article III (“Official Plan”), Section 78-62 (“Created and Adopted”) of the Code of Ordinances

### **BACKGROUND/DISCUSSION:**

In February 2011, the Village began working with the Metropolitan Mayors Caucus, the Metropolitan Planning Council, and the Chicago Metropolitan Agency for Planning to prepare a housing policy action plan for the Village. This effort was undertaken as a regional endeavor, including the municipalities of Hazel Crest, Lansing, and Olympia Fields. The final report on *Homes for a Changing Region* was completed in December 2011. All Village Board members have received a copy of the final report, and it is posted on the Economic Development and Planning page of the Village web site for public review.

The Board of Trustees, Plan Commission and Economic Development Advisory Board attended several meetings to be introduced to the planning process, comment on initial findings, and review proposed implementation strategies. A community workshop was held in June 2011 to gather input from the public at large about Park Forest’s housing future. This public meeting included a design charette at which those in attendance were asked to make urban design recommendations for new and infill housing development in four areas of the Village. The final *Homes for a Changing Region* plan was presented to the Board of Trustees and the Plan Commission in December 2011. The final plan reviews the existing housing conditions in the Village, and projects future housing needs based on demographic trends of age, household size, household income and other factors. It also considers the need to incorporate sustainability elements into future housing improvements and development.

Section 78-62 of the Municipal Code of Ordinances identifies the 1983 “Park Forest Policies Plan” as the “official comprehensive plan.” It further updates the land use and economic development elements of the official comprehensive plan by adopting the 2008 Strategic Plan for Land Use and Economic Development as part of the official plan. At this time, it is appropriate for the Board to consider updating the housing element of the official comprehensive plan with the *Homes for a Changing Region* plan (the chapters titled “Introduction”, “Park Forest”, and “Appendix” only).

The Village Attorney has reviewed and approved the attached Ordinance.

**SCHEDULE FOR CONSIDERATION:** This item will appear on the agenda of the Rules meeting of April 2, 2012, for discussion.

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

AN ORDINANCE ADOPTING THE HOUSING ELEMENT  
OF THE OFFICIAL COMPREHENSIVE PLAN AND  
AMENDING CHAPTER 78 (“PLANNING”), ARTICLE III (“OFFICIAL PLAN”),  
SECTION 78-62 (“CREATED AND ADOPTED”)  
OF THE CODE OF ORDINANCES OF THE VILLAGE OF PARK FOREST,  
COOK AND WILL COUNTIES, ILLINOIS

**WHEREAS**, the Metropolitan Mayors Caucus, the Metropolitan Planning Council, and the Chicago Metropolitan Agency for Planning (the “Consultants”) selected the Village of Park Forest to participate in their *Homes for a Changing Region* project in February 2011; and

**WHEREAS**, the Plan Commission of the Village of Park Forest (“Plan Commission”) and Mayor and Board of Trustees recognized the need to prepare an updated plan to prepare for the future housing needs within the Village of Park Forest; and

**WHEREAS**, the Mayor and Board of Trustees and the Park Forest Plan Commission met with the Consultants in February 2011 to begin the planning process; and

**WHEREAS**, the *Homes for a Changing Region* housing policy plan was fully funded in part by a grant from the Consultants; and

**WHEREAS**, the Board of Trustees and Plan Commission met with the Consultants to provide input for the housing policy plan; and

**WHEREAS**, a public workshop to gather public input on the housing policy plan was held in June 2011; and

**WHEREAS**, the Mayor and Board of Trustees have reviewed the *Homes for a Changing Region* housing policy plan and determined that it is in the best interests of the Village to adopt the Plan.

**NOW, THEREFORE, BE IT ORDAINED**, by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, in the exercise of the Village’s home rule powers, as follows:

**Section 1.** **Recitals Incorporated.** The recitals set forth above constitute a material part of this Ordinance as if set forth in their entirety in this Section 1.

**Section 2.** **Plan Adopted.** The following chapters of the *Homes for a Changing Region* housing policy plan are hereby adopted as the housing element of the comprehensive plan for the Village of Park Forest: (1) Introduction; (2) Park Forest; and (3) Appendix.

**Section 3.** **Village Code Amended.** Chapter 78 (“Planning”), Article III (“Official Plan”), Section 78-62 (“Created and Adopted”) of the Code of Ordinances of the Village of Park

Forest, Cook and Will Counties, Illinois, is amended by adding the underlined language to read as follows:

**Sec. 78-62. Created and Adopted.**

There is adopted the official comprehensive plan of the village; such official comprehensive plan having been adopted by the village on March 28, 1983, entitled “the Park Forest Policies Plan.” The land use and economic development elements of the official comprehensive plan have been updated by the village pursuant to the adoption of the “Strategic Plan for Land Use and Economic Development,” on November 24, 2008. The housing element of the official comprehensive plan has been updated by the village on April 16, 2012, pursuant to the adoption of the following chapters contained in the *Homes for a Changing Region* report: (1) Introduction; (2) Park Forest; and (3) Appendix.

**Section 4. Severability and Repeal of Inconsistent Ordinances.** If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

**Section 5. Effective Date.** This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

# AGENDA BRIEFING

**DATE:** March 28, 2012

**TO:** Mayor John Ostenburg  
Board of Trustees

**FROM:** Mary G. Dankowski, Deputy Village Manager/Finance Director

**RE:** AN ORDINANCE AMENDING ORDINANCE NO. 1945 ADOPTING THE ANNUAL BUDGET FOR THE YEAR COMMENCING JULY 1, 2011 AND ENDING JUNE 30, 2012

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## **BACKGROUND/DISCUSSION**

Halfway through the fiscal year, expenses and revenues are analyzed. **This analysis was presented to the Board at the six month review on February 25, 2012.** After the analysis, the budget should be amended to include revenues that have been received that were not included in the budget, as adopted, and expenses that have, similarly, been incurred that were unexpected. Budget amendments are required for spending authority. Amendments are requested in the following areas: encumbrances, Board directives, grants, adjustments and other initiatives.

## **Encumbrances**

At the end of a fiscal year, departments are asked to identify those projects or funds that were approved by the Board, but not expended. In order to ensure that the funds are available in the next budget, they are assigned. These funds are noted as an assigned fund balance on page 25 of the Village audit. The process recommended by the Village auditors is for the Board to approve the current year expenditure of these funds by Budget amendment.

The following list details those expenditures that were assigned at June 30, 2011 in the General Fund. These items will be (or were) spent in Fiscal 2012.

## **ADMINISTRATIVE PURPOSES**

20,000.00	Training -- Computer, Leadership Development
49,000.00	IRMA Deductible
3,200.00	Senior Commission Initiative
16,000.00	Payroll Service/Time & Attendance
3,000.00	Internal Audit
<u>20,000.00</u>	I/T -- Software Upgrades
<b>111,200.00</b>	

POLICE

**20,570.00** Youth Programs (20% of FY11 Vehicle Seizure Revenue)

FIRE

1,804.00 Hazardous Materials Equip-Meter Repl (CN)  
1,975.00 Training Site Driveway Maintenance (CN)  
3,828.00 Training Manual Update (CN)  
**7,607.00**

RECREATION & PARKS PURPOSES

6,800.00 Software -- Online Registration Project  
10,000.00 Emergency Repairs  
33,000.00 Urban Forestry/Tree Trimming/Emerald Ash Borer  
9,000.00 Walkways  
43,200.00 Illinois Park  
5,000.00 Rec Center Equipment/School District Coop Projects  
**107,000.00**

PUBLIC WORKS PURPOSES

**25,000.00** Engineering - Storm Sewer

ECONOMIC DEVELOPMENT PURPOSES

3,800.00 Realtor Training/Brochure (Diversity Inc)  
15,000.00 Park Forest Business-Capacity Building Course (CN)  
25,000.00 Additional Projects (CN)  
1,250.00 Mural Brochure Design & Printing  
**45,050.00**

COMMUNITY DEVELOPMENT PURPOSES

50,000.00 Inspection Software

**366,427.00**

Similar to encumbrances, DUI fines are reserved for DUI enforcement. In the prior year \$3,713 was identified as a fund balance reserve.

Police

\$1,123 – DUI Enforcement

PEG fees are collected for specific cable equipment enhancements. The accumulated fund balance is available for this purpose.

PEG Fees

\$56,169

## Grants

### Fire Department

The Fire Department received a Department of Homeland Security Staffing for Adequate Fire and Emergency Response (SAFER) grant. This grant is a \$62,800 grant for the training of new Paid-On-Call (POC) members, of which \$19,062 was spent in prior year. There is no Village matching funds required. This grant covers a potential four year time frame. The anticipated costs for this year are:

Materials & Supplies	\$ 1,000	
Training Tuition	3,800	
Training Drill Pay 70%	<u>11,200</u>	
Total 2012 Expenditures	\$16,000	
Grant Revenue		\$16,000

The Fire Department received an award for fire hose replacement. This \$54,370 project requires a 10% match. This replacement will cover ten years of need.

Capital Expenditure	\$39,362	
Training	3,435	
O/T	8,899	
Grant Revenue		\$48,933

The Village received an IDNR Grant for wild land (forests, grass, open fields) fire suppression for a total project of \$4,204 with \$2,201 match to be paid by the Village.

Capital	\$4,204	
Grant Revenue		\$2,101

The Village received a second Enbridge Grant for 3 doors at the fire training site to which Prairie State College contributed an additional \$2,537.

Capital	\$1,000	
Grant Revenue		\$1,000

The Fire Department has also applied for a staffing grant. This grant funds one additional firefighter/paramedic for the first 2 years of a 3 year commitment. Not included in this grant is the training and equipping costs of \$8,295.

Salary	\$54,216	
Medicare	651	
Health, Dental, Life	5,254	
Pension	19,360	
Grant Revenue		\$79,481
Travel	\$ 1,725	

Training	3,495
Operating Supplies	120
Uniforms	1,244
Capital (Turnout Gear)	1,711

The Fire Department just received notice of a grant award for a command training center which would include computers, software and radios. There is a 10% match.

Capital Equipment	\$22,000	
Grant Revenue		\$19,800

Economic Development

The Village received a \$100,000 grant from ILDCO to conduct an analysis of the Transit Oriented Development for all three communities involved in the site area. The project was started in the prior year, following is the balance.

Professional Services	\$63,039	
Grant Revenue		\$63,039

CDBG

The Village will be receiving a CDBG IKE Grant to demolish 23 homes.

CDBG Expense	\$236,250	
CDBG Grant Revenue		\$236,250

A NSP CDBG was received for demolition of nine houses.

CDBG Capital Expense	\$88,313	
CDBG Grant Revenue		\$88,313

Marshall Fields Demolition

The balance of the Marshall Fields demolition project will occur in 2011/2012. The total project costs were \$1,225,585 with \$930,062 in CDBG grant funds. The balance of \$295,523 will be charged to the TIF funds.

Balance of CDBG Funds (\$930,062 - \$852,116)		
Grant Revenue		\$77,946
TIF Funds remaining balance	\$195,000	

MFT

As noted in “Current Year Trends” there are several roadway projects pending, some require 100% funding of design engineering.

Design Engineering Lakewood/Indianwood	\$45,000
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Other Adjustments

DownTown

The DownTown fund has the ability to utilize \$200,000 for roadway improvements around the former Marshall Fields site and down Lester.

Capital Outlay	\$200,000
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TIF

With Legacy Square fully assessed, the property tax rebate to Bigelow will increase for the current year. The agreement calls for a \$1,000,000 cap on the rebate. Therefore, next year will be the final distribution at \$150,788.

TIF Rebate	\$300,000
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Aqua Center

Every year at audit time the Board reviews the operations of the recreation enterprise funds, the Aqua Center and the Tennis and Health Club. Over the past few years the Village has supported these operations with a total transfer of \$215,000. The transfer has been allocated \$120,000 to \$140,000 to the Aqua Center and \$75,000 to \$95,000 to the Tennis and Health Club. For the most part the Tennis and Health Club has operated within this level of support. The Aqua Center has not. For the last two years support needed has been \$200,000. A budget amendment will be made again for this year. The transfer for 2012/2013 will increase to \$200,000.

Transfer to Aqua Center	\$80,000
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Assigned Fund Balance Adjustments

According to fiscal policies the Finance Director has the ability to assign fund balances based upon Board directives and goals. At the beginning of Budget Amendment discussion the amendments for expenditures approval but unspent in the prior year is included. In addition, the following fund balances were assigned.

Orchard Drive reconstruction /CN	\$2,450,000
Sound Barrier/CN	1,000,000

With the roadway analysis identified in current year trends, it is recommended that \$300,000 be added to the Orchard Roadway assignment. In addition, a new Assigned Fund Balance for IRMA deductible is recommended. Finally, the description for the \$1,000,000 from CN would change to Eastgate Redevelopment/CN.

Recommended Assigned Fund Balances

Orchard Drive Reconstruction	\$2,750,000
Eastgate Redevelopment/CN	\$1,000,000
IRMA Deductible	\$ 500,000

Summary

As noted in the previous discussion, operating revenues and expenditures have stabilized. Roadway and housing grant funded projects will be a major focus into 2012/2013.

**SCHEDULE FOR CONSIDERATION:** This item is scheduled for discussion at the Rules Meeting of April 2, 2012.

To: Mary Dankowski, Deputy Village Manager/Finance Director

From: Barbara Osuch, Library Director

Subject: Amendment to FY 2011/2012 Library Budget

February 17, 2012

The Library is requesting an amendment to allow for the expenditure for improvements to the Library's exterior lighting. The overall cost of this project is Library Board approved an additional

**Expenditure Increase**

<u>Account</u>	<u>Item</u>	<u>Amount</u>	<u>Current Budget</u>	<u>Adjusted Budget</u>
03-15-00-56-0000	Other Capital Outlays	\$55,178	\$65,000	\$120,178

A second amendment is requested to allow for an assigned fund balance to increase in the Library's IRMA insurance deductible. The Library Board of Trustees approved the expenditure of these funds.

**Expenditure Increase**

<u>Account</u>	<u>Item</u>	<u>Amount</u>	<u>Current Budget</u>	<u>Adjusted Budget</u>
03-15-00-51-0300	IRMA Deductible	\$50,000	\$86,887	\$136,887

We are requesting that these changes be included in the Village's budget amendments.

ORDINANCE NO \_\_\_\_\_

**AN ORDINANCE AMENDING ORDINANCE NO. 1945  
ADOPTING THE ANNUAL BUDGET FOR THE YEAR  
COMMENCING JULY 1, 2011 AND ENDING JUNE 30, 2012**

**WHEREAS**, the Village of Park Forest, Cook and Will Counties, Illinois, is a home rule unit of government pursuant to the provision of Article VII, Section 6 of the Illinois Constitution; and

**WHEREAS**, as a home rule unit of government, the Village may exercise any power and perform any function pertaining to its government except as limited by Article VII, Section 6; and

**WHEREAS**, the Village of Park Forest adopted its Annual Budget pursuant to Ordinance No. 1945 adopted by the Village Board of Trustees on June 28, 2011; and

**WHEREAS**, the Village desires to amend this budget to reflect the actual financial transaction of the Village as hereinafter specified.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and the Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, as follows:

**Section I.** The following amendments to the 2011/2012 Annual Budget of the Village of Park Forest heretofore adopted, are hereby authorized and directed:

	<u>Current Budget</u>	<u>Dr (Cr) Adjustments</u>	<u>Adjusted Budget</u>
<b><u>General Fund Revenues</u></b>			
010000-410000 Federal Grants	(13,500)	(164,214)	(177,714)
010000-410100 State Grants	0	(65,140)	(65,140)
010000-410200 Local Grants	0	(1,000)	(1,000)

	<u>Current</u> <u>Budget</u>	<u>Dr (Cr)</u> <u>Adjustments</u>	<u>Adjusted</u> <u>Budget</u>
<b><u>General Fund Expenditures</u></b>			
010000-580000 Transfer to Other Funds	421,982	80,000	501,982
010100-510400 IRMA Deductible Payments	200,000	49,000	249,000
010100-520300 Training Expense	25,300	20,000	45,300
010100-541100 Public Info/Education Supplies	10,000	56,169	66,169
010102-540400 Meeting Expense	7,300	3,200	10,500
010104-530000 Professional Services	24,940	16,000	40,940
010104-530300 Audit Services	16,290	3,000	19,290
010104-560000 Capital Outlays	65,000	20,000	85,000
010700-500210 Police Part-time Salaries	187,246	20,570	207,816
010700-540750 DUI Program Supplies	0	1,123	1,123
010800-500000 Regular Salaries	1,988,976	54,216	2,043,192
010800-500100 Overtime Salaries	204,841	8,899	213,740
010800-500200 Temporary/Part-time Salaries	84,773	11,200	95,973
010800-510100 Health Insurance Premium	286,700	5,254	291,954
010800-520000 Other Travel Expense	6,000	1,725	7,725
010800-520300 Training Expense	22,080	10,730	32,810
010800-520610 FICA	33,091	651	33,742
010800-540000 Other Operating Supplies	12,240	1,120	13,360
010800-540900 Uniform Exp/Protective Clothing	17,500	1,244	18,744
010800-560000 Capital Outlays	32,000	75,884	107,884
011100-560000 Capital Outlays	29,000	6,800	35,800
011107-560000 Capital Outlays	43,000	10,000	53,000
011122-550500 Contractual Grounds Maintenance	120,000	33,000	153,000
011122-560000 Capital Outlays	0	52,200	52,200
011125-560000 Capital Outlays	5,000	5,000	10,000
011700-530200 Architectural/Engineering Services	35,000	25,000	60,000
011900-530000 Other Professional Services	32,800	106,839	139,639
011900-590800 Printing/Reproduction/Graphics	25,500	1,250	26,750
012000-560000 Capital Outlays	3,800	50,000	53,800
<b><u>Library Expenditures</u></b>			
031500-510400 IRMA Deductible	0	50,000	50,000
031500-560000 Capital Outlays	65,000	55,178	120,178
<b><u>MFT Expenditures</u></b>			
041700-530200 Engineering Services	5,700	45,000	50,700

	<u>Current Budget</u>	<u>Dr (Cr) Adjustments</u>	<u>Adjusted Budget</u>
<b><u>CDBG Revenues</u></b>			
160000-410000 CDBG Grant Revenue	0	(77,946)	(77,946)
160000-410300 NSP1 Grant Revenue	0	(88,313)	(88,313)
160000-410400 IKE Grant Revenue	0	(236,250)	(236,250)
<b><u>CDBG Expenditures</u></b>			
160000-560000 CDBG Expense	0	77,946	77,946
160000-564000 Demolition: NSP1	0	88,313	88,313
160000-564100 Demolition: IKE	0	236,250	236,250
<b><u>TIF Fund Revenues</u></b>			
360000-400110 Property Tax Rebate	340,000	300,000	640,000
<b><u>TIF Fund Expenditures</u></b>			
360000-560000 Capital Outlays	100,000	195,000	295,000
<b><u>Aqua Center Revenues</u></b>			
530000-420000 Transfer from Other Funds	(120,000)	(80,000)	(200,000)
<b><u>DownTown Park Forest Fund Expenditures</u></b>			
800000-564700 Capital Outlays	90,000	200,000	290,000

**Section II.** That except for the amendments provided herein, the said Annual Budget is in all other respects hereby ratified and confirmed.

**Section III.** This Ordinance shall be in full force and effect from and after its passage, approved and publication in pamphlet form, as provided by law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2012

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

NAYES: \_\_\_\_\_

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

APPROVED:

ATTEST:

\_\_\_\_\_  
Village Mayor

\_\_\_\_\_  
Village Clerk

## **AGENDA BRIEFING**

DATE: March 30, 2012

TO: Mayor Ostenburg,  
Board of Trustees

FROM: Ronald Erickson, Chief Water Plant Operator

SUBJECT: Award of Annual Contracts for Water Treatment Chemicals

### **BACKGROUND/DISCUSSION:**

On Tuesday, March 27, 2012, at 2:00 p.m., the Department of Public Works opened bids for the annual supply of water treatment chemicals for use at the Water Treatment Plant. The bid was advertised in the Southtown Star newspaper and followed Village purchasing policies for purchases over \$20,000. The bid is designed so that each item can be awarded separately to the lowest bidder. Fifteen bids were mailed or electronically sent, five were received for consideration. A bid tab sheet is attached. Purchases will be paid from the Water Fund. Sufficient funding is included in the FY11/12 budget and proposed in the FY12/13 budget.

### **CHEMICALS:**

- Hydrofluosilicic Acid is used as a fluoride supplement to help prevent tooth decay.  
The low bidder for 24,000 lbs of hydrofluosilicic acid is Viking Chemical in the amount of \$13,080.00 at a unit price of \$0.545/lb. Last year's price was \$0.415/lb.
- Salt is used to produce sodium hypochlorite which is used as the disinfectant at the plant and in the distribution system.  
The low bidder for 70 tons of salt is Viking Chemical in the amount of \$17,290 at a unit price of \$247.00/ton. Last year's price was \$274.00/ton.
- Carbon Dioxide is used to reduce the pH and stabilize the water after lime softening.  
The low bidder for 300 tons of carbon dioxide is Linde Inc. in the amount of \$22,500.00 at the unit price of \$75.00/ton. Last year's price was \$75.00/ton.
- Soda Ash is used to raise the alkalinity of the raw water and thereby help remove water hardness in the treatment process. The low bidder for 780 tons of soda ash-

light is Brenntag Mid-South, Inc. in the amount of \$299,153 at the unit price of \$383.53/ton. Last year's price was \$372.82/ton. Thatcher Company of Montana bid on an alternate; soda ash - dense. This product does not meet the bid specification. Because the plant is designed to use soda ash – light, the light grade works most effectively with our equipment.

**RECOMMENDATION:** The Public Works Department recommends the award of the annual supply of Water Treatment Chemicals to the above-listed qualified low bidders.

**SCHEDULE FOR CONSIDERATION:** This item will appear on the Agenda of the Rules Meeting of April 2, 2012, for your consideration.



2012 WATER TREATMENT CHEMICALS

Acid Products Co. Inc.  
600 West 41st Street  
Chicago, IL 60609  
Attn: Tom O'Brien

Air Liquide Industrial U.S. LP  
5230 S. East Avenue  
Countryside, IL 60525-3133  
Attn: Amy Mertz

Alexander Chemical Company  
1901 Butterfield Road, Suite 120  
Downers Grove, IL 60515  
Attn: Timothy Doody

Brenntag Mid-South Inc.  
4616 South Enterprise Drive  
Bartonville, IL 61607  
Attn: Clint Olin

Continental Carbonic Products Inc.  
3985 East Harrison Avenue  
Decatur, IL 62526  
Attn: Christina Miller

Ethanol Products LLC  
9530 E. 37th Street N.  
Wichita, KS 67226

Hawkins, Inc.  
10100 South Archer  
Willow Springs, IL 60480  
Attn: Mike Carroll

Hydrite Chemical Company  
800 North Oakwood Road  
Lake Zurich, IL 60047  
Attn: Steve Reid

Linde, Inc.  
575 Mountain Avenue  
Bldg 3 South  
Murray Hill, NJ 07974  
Attn: Kyle Kerecman

Pain Enterprises, Inc.  
Carbon Dioxide Sales  
101 Daniels Way  
Bloomington, IN 47404  
Attn: Mark Morris

Viking Chemical Company  
1827-18th Avenue  
Rockford, IL 61110  
Attn: Geza Ehrentreu

Thatcher Company of Montana  
P.O. Box 27407  
Salt Lake City, UT 84127-0407  
Attn: Jim Perkins

## **AGENDA BRIEFING**

DATE: March 29, 2012

TO: Mayor Ostenburg  
Board of Trustees

FROM: Ronald Erickson, Chief Water Plant Operator

SUBJECT: Award of Contract for Removal and Disposal of Lime Residuals

### **BACKGROUND/DISCUSSION:**

On Tuesday, March 27, 2012, at 1:30 p.m., the Department of Public Works opened bids for Removal and Disposal of Lime Residuals from Water Treatment Plant and Lagoon. The bid was advertised in the Southtown Star and followed Village purchase policies for purchases over \$20,000. A copy of the Public Notice is attached. Four bids were mailed out and a copy of the bidders list is attached. One bid was received for consideration and one no bid letter was received. A copy of the no bid letter and bid tab sheet is attached. This contract will be in effect for a one-year period beginning May 1, 2012 and ending April 30, 2013. The contract also includes an annual renewal provision for four additional one year periods. Renewal price adjustments will be based on the Consumer Price Index and will be subject to Village purchasing policies.

This contract includes the removal and disposal of the annual production of lime residuals from the Water Softening and Filtration Plant along with removal of additional residuals accumulated in the lagoons. This contract includes provisions and proposals for both phases of residual removal.

The Water Plant incorporates a plate press, which dewateres the lime residuals produced by the lime softening process (Water Plant Residuals). The press is located on the second floor of the plant and discharges the residuals, by gravity, into a semi-truck trailer located on the first floor. The Water Plant produces approximately 10 dry tons of residuals per day.

The Village also incorporates a settling lagoon which is currently used as a backup system to the press (Lagoon Residuals). The lime slurry is pumped to the lagoons where solids are settled and water overflows or evaporates from the lagoon. Residual removed from the lagoons will be required, as needed. The Village will provide the contractor a written notice to remove residuals from the lagoons, as needed. The contractor will have 180 days to remove the required residuals from date of notice. Lagoon clean outs are estimated to be one time per calendar year or less. A quantity of 2000 to 4000 dry tons of residuals will be removed per cleanout.

## **PERMITS**

The Village's current Illinois Environmental Protection Agency, Water Pollution Control Permit, for the Land Application of Lime Residuals, is in effect until August 31, 2015. The contractor must conform to all special conditions of the permit. The contractor will be responsible for providing all necessary documentation of residual quantities removed and application locations as required by the permit.

## **METHODS OF REMOVAL AND DISPOSAL**

The contractor will remove the water plant residuals six days a week using semi-dump trailers. The contractor will provide the trailers and spot them in the truck bay under the plate press.

The semi-solid lagoon residuals will be removed with a backhoe and water tight dump trucks. The liquid lime slurry will be removed with a dredge pump and tanker trucks.

The lime residuals will be transported to farm fields and spread as an agricultural pH supplement.

## **LOW BIDDER**

The low bidder for the removal of lime residuals is Steward Spreading, Inc., with a unit price of \$35.50 per dry ton for 4000 dry tons of water plant residuals and a unit price of \$38.50 for 2000 dry tons of lagoon residuals which is a total annual amount of \$219,000. The 2011/2012 contractual unit price is \$33.35, per dry ton, for water plant residuals and a unit price of \$33.88, per dry ton, for lagoon residuals.

Steward Spreading, Inc is the current contractor for the project. They have met all of their contractual obligations over the last three years.

## **RECOMMENDATION**

The Public Works Department recommends the Board award the contract to the lowest bidder, Steward Spreading, Inc. of Sheridan, Illinois for a total price of \$219,000. The contract will be paid from the Water Fund and is included in the 20011/2012 and 2012/2013 budget.

## **SCHEDULE FOR CONSIDERATION**

This item will appear on the Agenda of the Rules Meeting of April 2, 2012 for your consideration.

**BID TAB**  
**REMOVAL AND DISPOSAL OF LIME RESIDUALS**  
**3/27/2012, 1:30 p.m.**

		WATER PLANT RESIDUALS		LAGOON RESIDUALS		
		4000 DRY TONS		2000 DRY TONS		
BIDDER	BID BOND	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	1 YEAR CONTRACT TOTAL
Steward Spreading, Inc.	Yes	\$ 35.50	\$ 142,000	\$ 38.50	\$ 77,000	\$ 219,000
Synagro Central, LLC		No Bid Letter				

BIDDERS LIST  
LIME SLUDGE REMOVAL

Continental Farms  
P.O. Box 1082  
Peotone, IL 60468  
Attn: Noel Burke

Merrell Bros.  
811 West 500 North  
Kokomo, IN  
Attn: Ted Merrell

Stewart Spreading  
3870 N. Route 71  
Sheridan, IL 60551  
Attn: Greg Farrantello

Synagro  
1250 Larkin Ave.  
Suite 10  
Elgin, IL 60123  
Attn: M. Holub

dbl; 3-20-12

VILLAGE OF PARK FOREST  
WATER PLANT

ADORDERNUMBER: 0000256430-01

PO NUMBER: WATER PLANT

AMOUNT: \$94.90

NO OF AFFIDAVITS: 1

INVITATION FOR BIDS  
NOTICE IS HEREBY GIVEN by  
the President and Board of  
Trustees of the Village of Park  
Forest, Cook and Will Counties,  
Illinois that sealed bids will be  
received for the following con-  
tract:

REMOVAL AND DISPOSAL OF  
LIME RESIDUALS --  
WATER PLANT

Bids will be received until 1:30  
P.M. on Tuesday, March 27,  
2012 at the office of the Director  
of Public Works, Village of Park  
Forest, 350 Victory Dr., Park  
Forest, Illinois, and will be pub-  
licly opened and read at that  
time.

Bid forms and specifications are  
available at the office of the Di-  
rector of Public Works, Village  
of Park Forest, 350 Victory Dr.,  
Park Forest, Illinois. The Village  
reserves the right to refuse to is-  
sue bid forms and specifications  
to any person, firm, or corpora-  
tion that it considers to be un-  
qualified. Proposals must be  
submitted on the forms provid-  
ed.

No bid shall be withdrawn after  
the opening of bids without the  
consent of the President and  
Board of Trustees of the Village  
of Park Forest for a period of 45  
days after the scheduled time of  
the bid opening. The Village re-  
serves the right to reject any  
and all bids, waive irregularities  
in bids, and make award in the  
best interest of the Village.

The contractor shall be required  
to furnish sufficient insurance or  
guaranty of indemnity to the Vil-  
lage of Park Forest, Illinois  
against any and all claims which  
might arise for damages to per-  
sons or property due to the neg-  
ligence of himself, his employ-  
ees, or his agents during the  
construction of said improve-  
ment and until said improve-  
ment has been fully accepted as  
complete by the President and  
Board of Trustees of the Village  
of Park Forest.

Dated at Park Forest, Illinois,  
this 2nd day of March, 2012.  
President and Board of Trust-  
ees

Village of Park Forest, Illinois  
By Sheila McGann  
Village Clerk  
256430 3/4/2012

Sun Times Media  
Sun-Times Media South  
Certificate of Publication

FILE COPY

State of Illinois - County of Cook, Will

Sun-Times Media South, does hereby certify it has published the attached  
advertisements in the following secular newspapers. All newspapers meet Illinois  
Compiled Statue requirements for publication of Notices per Chapter 715 ILCS 5/0.01  
et seq. R.S. 1874, P728 Sec 1, EFF. July 1, 1874. Amended by Laws 1959, P1494, EFF  
July 17, 1959. Formerly Ill. Rev. Stat. 1991, CH100, PL.

Note: Notice appeared in the following checked positions.

PUBLICATION DATE(S): 03/04/2012

SouthtownStar

RECEIVED

MAR 09 2012

PUBLIC WORKS DEPT.

IN WITNESS WHEREOF, the undersigned, being duly authorized, has caused  
this Certificate to be signed and notarized

By



David Fontechia

Account Manager - Public Legal Notices

Subscribed and sworn to before me this 4th Day of March 2012 A.D.



Notary Public

VILLAGE OF PARK FOREST  
350 VICTORY DR  
PARK FOREST, IL 60466-2003

OFFICIAL SEAL  
CATHERINE A CYNKAR  
NOTARY PUBLIC, STATE OF ILLINOIS  
KANE COUNTY  
MY COMMISSION EXPIRES 11/19/2014

## INVITATION FOR BIDS

NOTICE IS HEREBY GIVEN by the President and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois that sealed bids will be received for the following contract:

### **REMOVAL AND DISPOSAL OF LIME RESIDUALS --WATER PLANT**

Bids will be received until **1:30 P.M., on Tuesday, March 27, 2012** at the office of the Director of Public Works, Village of Park Forest, 350 Victory Dr., Park Forest, Illinois, and will be publicly opened and read at that time.

Bid forms and specifications are available at the office of the Director of Public Works, Village of Park Forest, 350 Victory Dr., Park Forest, Illinois. The Village reserves the right to refuse to issue bid forms and specifications to any person, firm, or corporation that it considers to be unqualified. Proposals must be submitted on the forms provided.

No bid shall be withdrawn after the opening of bids without the consent of the President and Board of Trustees of the Village of Park Forest for a period of 45 days after the scheduled time of the bid opening. The Village reserves the right to reject any and all bids, waive irregularities in bids, and make award in the best interest of the Village.

The contractor shall be required to furnish sufficient insurance or guaranty of indemnity to the Village of Park Forest, Illinois against any and all claims which might arise for damages to persons or property due to the negligence of himself, his employees, or his agents during the construction of said improvement and until said improvement has been fully accepted as complete by the President and Board of Trustees of the Village of Park Forest.

Dated at Park Forest, Illinois, this 2nd day of March, 2012.

President and Board of Trustees  
Village of Park Forest, Illinois

By: \_\_\_\_\_  
Sheila McGann  
Village Clerk



March 27, 2012

RECEIVED

MAR 27 2012

PUBLIC WORKS DEPT.

Village of Park Forest  
Public Works Directors Office  
350 Victory Drive  
Park Forest, IL 60466

Re: Removal and Disposal of Lime Residuals- Water Plant

To Whom It May Concern:

Thank you for your Invitation for Bids for the Removal and Disposal of Lime Residuals-Water Plant. Synagro Central, LLC regrets that we must return a "No Bid" at this time.

Having been in business for over 30 years, Synagro is one of the largest residuals management companies in the country with over 650 municipal and industrial customers and operations in 33 states. Please visit our website at [www.synagro.com](http://www.synagro.com) for information on our company's capabilities and the various services and solutions we provide our customers.

Please keep us on your bidders list for future projects.

Sincerely,

A handwritten signature in black ink that reads "Matt Holub/pd". The signature is written in a cursive, flowing style.

Matt Holub  
Area Sales Manager

MH:pd

## **AGENDA BRIEFING**

**DATE:** March 30, 2012

**TO:** President Ostenburg  
Board of Trustees

**FROM:** Roderick Ysaguirre – Assistant Village Engineer

**RE:** Awarding of the FY 12-13 MFT Street Sweeping Maintenance Contract

### **BACKGROUND/DISCUSSION:**

On Friday, March 23, 2012 at 10:00 a.m., the Department of Public Works (DPW) opened 3 bids for the FY 12-13 MFT Street Sweeping Maintenance Contract. Invitations to bid were published in the *Star* Newspaper and in the Illinois Department of Transportation Construction Bulletin. Bids were also sent to five qualified bidders. Illinois Central Sweeping LLC, located in Blue Island, IL, was the lowest bidder in the amount of \$43,500.00 dollars. Illinois Central Sweeping's bid is \$20.9% (\$7521) over the Engineer's Estimate and Elgin Sweeping Services submitted a NO BID. See attached Tabulation of Bids.

This maintenance contract will provide for 5 Village wide sweeps, 2 Village owned parking lot sweeps, 2 Old Plank Rd. Bike Trail sweeps, and any emergency sweeping throughout the next fiscal year. On February 20th, the Village Board approved a Motor Fuel Tax Resolution in the amount of \$541,462.22 dollars, for maintaining streets from July 1, 2012 to June 30, 2013, where funds are budgeted for this work.

Illinois Central Sweeping LLC has performed street sweeping work for the village before and has satisfactorily completed all items under past contracts. According to the **Special Provision for Bidding Requirements and Conditions for Contract Proposals**, DPW may increase any of the scheduled quantities of work and payment to the contractor will be made only for actual quantities of work performed and accepted. DPW requests the authorization to take advantage of this opportunity if necessary, and as determined by the Village Engineer.

**RECOMMENDATION:** Award the FY 12-13 MFT Street Sweeping Maintenance Contract to Illinois Central Sweeping LLC, of Blue Island, IL, in the amount of \$43,500.00 dollars with a 25% contingency for additional work as determined by the Village Engineer, for a total cost not to exceed \$54,375.00 dollars, and to authorize the Village Manager to enter into a Contract with Illinois Central Sweeping LLC for this work.

**SCHEDULE FOR CONSIDERATION:** This item will appear on the Agenda of the Rules meeting of April 2, 2012 for your Discussion.



## **AGENDA BRIEFING**

**DATE:** March 30, 2012

**TO:** Mayor Ostenburg  
Board of Trustees

**FROM:** Kenneth Eyer

**RE:** Amendment to Local Agency Agreement for Federal Participation for Orchard Drive

**BACKGROUND/DISCUSSION:** The Board approved the Orchard Dr Reconstruction Project Local Agency Agreement for Federal Participation at the Regular meeting of November 21, 2011. This agreement provided FHWA (STU) funding in the amount not to exceed \$6,940,500.00. This is based on 70% of the actual construction (\$9,100,000) and construction engineering costs (\$815,000) which total \$9,915,000.00. The Village share is estimated to be \$2,974,500.00.

The Illinois Department of Transportation has agreed to pay their share of the match for work IDOT requested on Route 30 (Lincoln Highway). The Local Agency Amendment #1 for Federal Participation addresses this work in an amount not to exceed \$185,000.00.

The Department of Public works recommends the Board approve this amendment to the agreement to improve Orchard Drive in accordance with plans approved by the State and the State's policies and procedures approved and/or required by the Federal Highway Administration, as this is in the best interest of the Village.

**SCHEDULE FOR CONSIDERATION:** This item will appear on the Agenda of the Rules meeting of April 2, 2012 for discussion.



**Illinois Department  
of Transportation**

Local Agency  
Village of Park Forest

State Contract

Day Labor

Local Contract

RR Force Account

**Local Agency Amendment # 1 for  
Federal Participation**

Section: 06-00090-00-FP

Fund Type: STU/SRF

ITEP Number:

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-430-06	M-8003(661)				

This Amendment is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

BE IT MUTUALLY AGREED that all remaining provisions of the original agreement not altered by this Amendment shall remain in full force and effect and the Amendment shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

**Amended Division of Cost**

Type of Work	STU	%	STATE	%	LA	%	Total
Participating Construction	6,370,000	( * )	160,000	( ** )	2,570,000	( BAL )	9,100,000
Non-Participating Construction		( )		( )		( )	
Preliminary Engineering		( )		( )		( )	
Construction Engineering	576,513	( * )	25,000	( ** )	222,077	( )	823,590
Right of Way		( )		( )		( )	
Railroads		( )		( )		( )	
Utilities		( )		( )		( )	
Materials							
<b>TOTAL</b>	<b>\$ 6,946,513</b>		<b>\$ 185,000</b>		<b>\$ 2,792,077</b>		<b>\$ 9,923,590</b>

\*Maximum FHWA (STU) participation 70% not to exceed \$6,946,513.\*\*Maximum STATE participation not to exceed \$185,000. used as match to STU for work on US 30 (Lincoln Hwy)

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

**APPROVED**

Local Agency

**APPROVED**

State of Illinois  
Department of Transportation

John A. Ostenburg

Name of Official (Print or Type Name)

Ann L. Schneider, Secretary of Transportation

Date

Mayor

Title (County Board Chairperson/Mayor/Village President/etc.)

By:

(Delegate's Signature)

(Signature)

Date

(Delegate's Name - Printed)

The above signature certifies the agency's TIN number is  
36-6006040 conducting business as a Governmental  
Entity.

William Frey, Interim Director of Highways/Chief Engineer

Date

DUNS Number 079761573

Ellen J. Schanzle-Haskins, Chief Counsel

Date

**NOTE:** If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.



## **AGENDA BRIEFING**

**DATE:** March 30, 2012

**TO:** Mayor Ostenburg  
Board of Trustees

**FROM:** Kenneth Eyer

**RE:** Request Approval of a MFT resolution Appropriating Funding for Right of Way Acquisition & Local Match for Construction and Construction Engineering

### **BACKGROUND/DISCUSSION:**

The Public Works Department requests that the Board approve an Illinois Department of Transportation (IDOT) "Resolution for Improvement by Municipality under the Illinois Highway Code" to encumber MFT funds for the acquisition of Right of Way and to provide a portion of the local match not covered by funds set aside from the CN settlement for construction and construction Engineering.

Related to the Orchard Drive reconstruction project three parcels of private property needed to be purchased to convert to public right of way. The properties and costs were as follows:

- \$20,000 to Matanky Realty for a portion of Orchard Park Plaza at the intersection of Main Street and Orchard Drive
- \$5,000 to Archer Bank for a piece of property along Orchard Drive near the Park Center Townhome development
- \$3,650 to the State of Illinois for a portion of property purchased at the intersection of Orchard Drive and North Street.

Additionally, the Village is using Surface Transportation Funds through South Suburban Mayors and Managers to fund 70% of the Orchard Drive reconstruction project. An additional amount of local matching funds (\$17,350) is necessary.

The attached resolution allocates Village MFT funding to cover both of the above items in an amount not to exceed \$46,000 to complete this project.

### **SCHEDULE FOR CONSIDERATION:**

This item will appear on the Agenda of the Rules meeting of April 2 for Discussion.



## AGENDA BRIEFING

**DATE:** March 28, 2012

**TO:** Mayor John A. Ostenburg  
Board of Trustees

**FROM:** Thomas K. Mick,  
Village Manager

**RE:** Municipal Electricity Aggregation Program

### **BACKGROUND/DISCUSSION:**

As the Village Board is well aware by now, Municipal Electrical Aggregation is a concept in which municipalities may go, en masse, to the electrical energy market on behalf of their residents and smaller commercial/retail customers. The benefits of municipal electrical aggregation are fairly simple to understand: going to the marketplace with a larger quantity of purchasers will render a better rate than going about it on an individual basis. The Village has done something similar with its supply of electricity to various Village facilities since 2007 via a partnership within the Northern Illinois Municipal Electric Collaborative (NIMEC). Since 2007, the NIMEC collaborative has grown to more than 140 jurisdictions coming together to reap the benefits of aggregation.

An Illinois state statute adopted in 2009, 20 ILCS 3855/1-92, and which went into effect on January 1, 2010, is the initiative which allows a municipality to move forward with an aggregation program. The statute has very specific steps which must unfold with any such program. The first such step was to have an ordinance adopted to place a referendum question before the citizenry. Park Forest took this action in November 2011 and the following question was before the Park Forest electorate on March 20, 2012:

*“Shall the Village of Park Forest have the authority to arrange for the supply of electricity for its residential and small commercial retail customers who have not opted out of such program?”*

A specific requirement in the statute related to allowing citizens to 'opt out' of any aggregate program that may be undertaken by the municipality. As can be seen from the ballot question, this opt out concept was clearly noted.

Results of the March 20<sup>th</sup> election on this issue were 1,618 residents in favor to 1,344 opposed. With a simple majority vote being needed to move forward with the electrical aggregation program, the Village can now proceed with implementation. Continuing in accordance with the statute, the Village must take the following action steps:

- An Ordinance must be adopted enabling an official Municipal Electricity Aggregation Program. Though the electorate has approved the referendum question, the corporate authorities must take official action for the program to move forward.

- A Plan of Operation and Governance needs to be developed.
- An initial public hearing must be conducted alerting the residents of the Aggregation Program and how the plan will be implemented. At this hearing, residents can inquire about the program and/or make suggestions about its design.
- A second public hearing must be conducted to inform the public of the final design of the Aggregation Program.

Related to the above points, several exhibits are attached for Board review and discussion.

- Village legal counsel has drafted the attached Ordinance establishing the actual Aggregation Program.
- Public notice that will be in the newspaper alerting the community to the public hearings related to the Aggregation Program. These hearings will take place as part of the Village's Regular Board Meetings on April 16<sup>th</sup> and 23<sup>rd</sup>.
- The Plan of Operation and Governance.

As noted above, the Village has a longstanding partnership within NIMEC. Through this relationship, the public notice and Plan of Operation and Governance were developed. Both items have subsequently been reviewed by Village legal counsel.

As the Municipal Electricity Aggregation Program is developed a few decisions will need particular discussion by the Village Board. The first relates to an administrative fee that the Village is able to assess to (re)cover costs associated with the project. As Staff understands it, this fee would be paid by the selected energy supplier serving the Village's aggregation program. The fee would be paid annually, in arrears, based upon the actual volume of the aggregation. It is believed that based previous aggregate volume levels in Park Forest, the fee would generate approximately \$50,000. In surveying other communities which have implemented an aggregation program, at least five have assessed the administrative fee. Related to this, one concept discussed with the Board previously is that this fee might be a revenue stream which could be used to fund capital items related to implementation of the soon-to-be-completed Sustainability Plan. Ultimately, the decision on this item rests with the Board. Section 106-483 in the attached ordinance highlights the language through which this fee would be assessed and it is as follows:

- (b) The electricity provider selected by the village shall include in its rate an administrative fee to be remitted to the village to reimburse the village for its costs in administering the electricity aggregation program in an amount to be determined as part of the service agreement with the provider.

Another decision point for the Village Board is the issue of renewable energy sources as the aggregated accounts are taken out to bid. It is the understanding of Village Staff that that the bid process would unfold with benchmarks for various green options (10%, 25%, 50%, etc.). Similar to alternate items in other bid processes, the Village can elect whichever threshold it

prefers. Indicative pricing on what these benchmarks and the associated additional costs will be forthcoming in the weeks ahead.

Another item of note in the ordinance relates to execution of bid documents. Given the volatility of the energy market, solicited bids typically are good for only a very short period of time of between 24 to 48 hours. As such, the ordinance states that the Village Manager shall be authorized to execute any and all documents with the lowest responsible electricity provider. The Village Attorney is assessing the best language for this and it will likely change from what is included in the attached.

The final item of note with this issue relates to public notice on the opt-out clause. The Village will need to be diligent in its approach to alerting the public about the opt-out clause. It would be Staff's intent to use all communications mediums possible (Discover Magazine, direct mail, cable access, web site, various Village-owned marquee signs, etc.) so as to alert residents to the opt-out clause.

**SCHEDULE FOR CONSIDERATION:**

This item will be on the agenda of the April 2<sup>nd</sup> Rules Meeting for Board discussion.

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

**AN ORDINANCE PROVIDING FOR AN ELECTRICITY AGGREGATION PROGRAM  
AN ORDINANCE AND AMENDING CHAPTER 106 (“UTILITIES”),  
OF THE CODE OF ORDINANCES, VILLAGE OF PARK FOREST,  
COOK AND WILL COUNTIES BY ADDING  
A NEW ARTICLE VIII (“ELECTRICITY AGGREGATION PROGRAM”)**

**WHEREAS**, the Village of Park Forest (“Village”) is a home rule municipality pursuant to Article VII, Section 6(a) of the 1970 Illinois Constitution; and

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

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

**WHEREAS**, the Village submitted the public question of whether the Village should operate the Electricity Aggregation Program as an opt-out program pursuant to a referendum on the March 20, 2012 General Primary Election ballot, and the referendum passed by a majority vote of the electors voting on the public question; and

**WHEREAS**, the official General Primary Election result on the referendum has been certified by the Cook County Clerk with a total of 1,435 “yes” votes and 1,182 “no” votes; and

**WHEREAS**, the official General Primary Election result on the referendum has been certified by the Will County Clerk with a total of 183 “yes” votes and 162 “no” votes; and

**WHEREAS**, the total “yes” votes on the referendum is 1,618, and the total “no” votes is 1,344, meaning that the referendum passed by a majority vote of the electors voting on the public question; and

**WHEREAS**, the Mayor and Board of Trustees find that it is in the best interests of the Village to operate the Electricity Aggregation Program under the Act as an opt-out program and to amend the Village Code to provide for the implementation of the Electricity Aggregation Program according to the terms of the Act.

**NOW THEREFORE, BE IT ORDAINED**, by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, in the exercise of the Village’s home rule powers, as follows:

**Section 1. Recitals Incorporated.** The above recitals are incorporated herein as though fully set forth.

**Section 2. Opt-Out Electricity Aggregation Program.** The Mayor and Board of Trustees find and determine that it is in the best interest of the Village to operate the Electricity Aggregation Program under the Act as an opt-out program pursuant to the terms of the Act, the result of the March 20, 2012 referendum and this Ordinance.

**Section 3. Adoption of Plan of Operation and Governance of the Electricity Aggregation Program.** The Village shall adopt and approve a plan of operation and governance for the electricity aggregation program. Before adopting the plan of operation and governance, the Village shall hold two public hearings on the proposed plan. The Village shall publish notice of the hearings once a week for two consecutive weeks in a newspaper of general circulation in the Village. The notice shall summarize the plan of operation and state the date, time, and location of each hearing.

**Section 4. Contents of Plan of Operation and Governance.** Any plan of operation and governance established pursuant to this Ordinance shall: (1) provide for universal access to all applicable residential customers and equitable treatment of applicable residential customers; (2) describe demand management and energy efficiency services to be provided to each class of customers; and (3) meet any requirements established by law concerning aggregated service offered pursuant to Section 1-92 of the Act.

**Section 5. Village Code Amended.** Chapter 106 (“Utilities”) of the Code of Ordinances, Village of Park Forest, Cook and Will Counties, Illinois, is hereby amended by adding a new Article VIII (“Electricity Aggregation Program”) to read as follows:

## **ARTICLE VIII. ELECTRICITY AGGREGATION PROGRAM**

### **Sec. 106-480. Definitions.**

For the purpose of this article, the following words and phrases have the meanings ascribed to them as follows, unless a contrary meaning is clear from the context:

*Act* means Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92, as amended.

*Customer* means recipients of residential and small commercial retail electric loads as provide in the Act.

*Electricity aggregation program* means a program pursuant to the Act for the aggregation of residential and small commercial retail electric loads located within the corporate limits of the village that provides customers with the opportunity to opt out of participating in that program as provided in the Act.

**Sec. 106-481. Aggregation of electrical load.**

The village is authorized to operate an electricity aggregation program pursuant to the Act and for that purpose may solicit bids and enter into service agreements to facilitate the sale and purchase of electricity and related services and equipment for those loads aggregated pursuant to the electricity aggregation program as provided in the Act.

**Sec. 106-482. Opt-out program.**

(a) The electricity aggregation program shall operate as an opt-out program whereby customers who do not wish to participate in the program may opt-out pursuant to the Act.

(b) The village shall fully inform customers in advance that they have the right to opt-out of the electricity aggregation program as provided in the Act. The disclosure shall prominently state all charges to be made and shall include full disclosure of the cost to obtain service pursuant to Section 16-103 of the Public Utilities Act, 220 ILCS 5/6-16, as amended, how to access it, and the fact that it is available to them without penalty, if they are currently receiving service under that section.

(c) Upon notification to the village from any customer that the customer wishes to opt-out of the electricity aggregation program, that customer shall be excluded from the program.

(d) The electricity aggregation program shall automatically apply for each person owning, occupying, controlling or using an electrical load proposed to be aggregated within the corporate limits of the village.

**Sec. 106-483. Solicitation of bids.**

(a) The process for soliciting bids for electricity and other related services and awarding proposed agreements for the purchase of electricity and other related services for the electricity aggregation program shall be conducted pursuant to the Act.

(b) The electricity provider selected by the village shall include in its rate an administrative fee to be remitted to the village to reimburse the village for its costs in administering the electricity aggregation program in an amount to be determined as part of the service agreement with the provider.

**Sec. 106-484. Award of bid.**

The board of trustees shall award a bid for electricity aggregation to the lowest responsible electricity provider in their discretion pursuant to an applicable plan of operation and governance adopted under the Act.

**Section 6. Authorization to Execute Documents.** The Village Manager shall be authorized to execute any and all documents with the lowest responsible electricity provider selected by the Board of Trustees in their discretion in order to effectuate the adopted Plan of Operation and Governance for the Electricity Aggregation Program, including, but not limited to, any applicable service agreement or other applicable agreement.

**Section 7. Severability and Repeal of Inconsistent Ordinances.** If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance. All ordinances, resolutions or orders or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

**Section 8. Effective Date.** This Ordinance shall take effect after its passage, and approval and publication as required by law.

PASSED this \_\_\_\_ day of \_\_\_\_\_ 2012.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**VILLAGE CLERK**

**NOTICE OF PUBLIC HEARINGS  
AGGREGATION FOR ELECTRIC RATES  
VILLAGE OF PARK FOREST, ILLINOIS**

PUBLIC NOTICE is hereby given that the Village President and Board of Trustees of the Village of Park Forest will hold public hearings on April 16, 2012 and April 23, 2012 at 7:00 p.m. in the Board Room of the Village Hall, 350 Victory Drive, Park Forest, Illinois 60466 regarding aggregation for electric rates. A referendum was passed on March 20, 2012 authorizing the Village to negotiate for electric rates. The purpose of the public hearings is to obtain input on the proposed Electric Residential Aggregation Plan (“Plan”) for residential and small commercial retail electricity customers located in the Village. A copy of the proposed plan is available for review at the Village Hall, Department of Community Development, at the address set forth above, during regular business hours, 9:00am to 5:00pm, Monday through Friday. All interested persons will be given an opportunity to be heard at the public hearings. Written and oral comments will be accepted on the proposed Plan prior to or at the public hearings. For additional information contact Lawrence Kerestes, Director of Community Development at 708-748-1112.

Sheila McGann  
Village Clerk

Published April 8 and 15, 2012



## **VILLAGE OF PARK FOREST**

# **ELECTRIC POWER AGGREGATION PLAN OF OPERATION AND GOVERNANCE**

**April \_\_, 2012**

# **VILLAGE of Park Forest**

## **Electric Power Aggregation**

### **Plan of Operation and Governance**

#### **I. INTRODUCTION**

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

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

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

#### **II. PROCESS**

On March 20, 2012, in accordance with the requirements of the Act, Village of Park Forest voters approved a referendum to operate an Aggregation Program as an "opt-out" program. Under the opt-out program, all ComEd residential and small commercial retail customers in Park Forest are automatically included as participants in the Program unless they opt-out of the Program by providing written notice of their intention not to participate as a part of the Aggregation Group. As required by state law, the Corporate Authorities of the Village duly passed an Ordinance which authorized submitting to the Park Forest electorate the determination whether or not the Aggregation Program shall operate as an opt-out program. Following the approval of the referendum by the electorate, the Village passed Ordinance number **XXXX** on **April 23**, 2012 authorizing the Village to aggregate electric loads for residential and small commercial retail customers in the Village and

implement an opt-out program.

In addition to passing the required ordinances by the Corporate Authorities, the Village may also be required to comply with various rules and regulations established by authorized agencies of the State of Illinois. The Village of Park Forest 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 ("Plan"). Before adopting this Plan and as required by the Act, the Corporate Authorities duly published a notice in the WHICH NEWSPAPER, a newspaper of general circulation in the Village, of public hearings to be held on April 16, 2012 at 7:00 PM and April 23, 2012 at 7 PM. The public hearings were held by the Corporate Authorities at Village Hall and provided the residents of Park Forest a meaningful opportunity to be heard regarding the Aggregation Program and this Plan. The Corporate Authorities considered the concerns of the residents and information disclosed at the hearings in the development of this Plan. The opt-out notice for the Aggregation Program shall be provided in advance to all eligible electric customers in the Village upon approval of this Plan according to the opt-out disclosure program developed by Park Forest. The opt-out notice and disclosures shall comply with the Act and all applicable rules and regulations of any authorized agency in the State of Illinois and shall fully inform such customers in advance that they have the right to opt-out of the Aggregation Program. The opt-out notice shall disclose all required information including but not limited to the rates, terms and conditions of the Program and the specific method to opt-out of the Program.

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

### III. DEFINITIONS

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

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

"Aggregation Program" or "Program" means the program developed and implemented by the Village of Park Forest, as a Municipal Aggregator under the Act, to provide ComEd residential and small

commercial retail customers in the Village with retail electric generation services.

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

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

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

#### IV. OPERATIONAL PLAN:

##### A. Aggregation Services

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

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

3. Member Education: The Provider shall develop and implement, with the assistance of the Village, as the Village may determine in its sole discretion, an educational program that generally explains the Aggregation Program to all residential and small commercial retail customers in the Village and the Aggregation Group, provides updates and disclosures mandated by Illinois law and applicable

rules and regulations, and implements a process to allow any Member the opportunity to opt out of the Aggregation Program according to the terms of the Power Supply Agreement. See Appendix A for further details.

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

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

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

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

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

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

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

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

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

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

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

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

B. Power Supply Agreement

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

C. Park Forest's Retail Electric Supplier

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

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

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

D. Activation of Service

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

E. Changes, Extension or Renewal of Service

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

F. Termination of Service

In the event that any Power Supply Agreement is terminated for any reason prior to the end of the scheduled term, each Member of the Aggregation Group will receive prompt written notification of termination of the Program at least sixty (60) days prior to termination of service under the Agreement. If the Agreement is not extended or renewed, Members will be notified in a manner determined by the Village and any applicable law, prior to the end of any service. Members will also be notified of their right to select an alternate retail electric supplier and of their ability to return to ComEd provided supply service upon termination of the Agreement.

G. Opt-In Procedures

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

H. Opt-out Procedures

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

I. Bid Process

The Village may elect to hold an individual bid or participate in a group bid. If the Village elects to participate in a group bid, the Village may use the Northern Illinois Municipal Electric Collaborative Inc. ("NIMEC") to assist with the group bid. The Village will not delegate any signing authority to NIMEC or other entity, but will make its own decision to accept or reject their individual bid resulting

from the group bid. Suppliers will present individual bids to each community participating in the bid group. NIMEC will create an advisory group, representing and consisting of those communities participating in the bid, to determine the bid winner(s) on the day of the bid. NIMEC will then recommend that each Village accept the bid winner's individual bid for the Village. The Village will then decide to accept or reject their individual bid. Whether or not each community participating in the bid accepts or rejects their individual bid will have no impact upon the individual bids of the other communities.

V. MISCELLANEOUS GOVERNANCE GUIDELINES

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

VI. LIABILITY

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

VII. INFORMATION AND COMPLAINT NUMBERS

Copies of this Plan shall be available from the Village of Park Forest free of charge. Members and residential and small commercial retail customers of ComEd may call the Park Forest Village Hall at 748-1112 for a copy of the Plan or for more information.

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

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

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

Dear Village of Park Forest Resident,

The Village of Park Forest is providing you the opportunity to join other residents to save money on the electricity you use. Savings are possible through governmental aggregation, where Village officials bring together citizens to gain group buying power for the purchase of electricity from a retail electric generation provider certified by the Public Illinois Utilities Commission. Village of Park Forest voters approved this program in March 2012. After researching competitive electricity pricing options for you, we have chosen \_\_\_\_\_, to provide you with savings on your electric generation through XXXXX. There is no cost for enrollment and you will not be charged a switching fee. You do not need to do anything to participate.

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

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

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

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

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

If you have any questions, please call XXXXXXXXX at PHONE NUMBER, Monday through Friday, 8 a.m. to 5 p.m. Please do not call the Village of Park Forest with aggregation program questions.

Sincerely,  
Village of \_\_\_\_\_

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

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



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

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

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

Account holder's signature:

Date:

