

JOURNAL OF PROCEEDINGS

**REGULAR MEETING
City Council of the City of Calumet City
Cook County**

JULY 9, 2015

Public Forum

The following individuals spoke before the public forum held at 7:30 p.m.

Joe Balkis, 117-155th Street, regarding monthly water billing, late fee and the city purchasing tavern in Calumet City.

George Grenchik, 457 Freeland, spoke regarding VictorFest held July 24-26, 2015. He invites everyone to attend.

CALL TO ORDER

The City Council of the City of Calumet City met in the City Council Chambers at 7:33 p.m. at City Hall in a regular meeting on Thursday, July 9, 2015 with Mayor Michelle Markiewicz Qualkinbush, present and presiding.

ROLL CALL

PRESENT:	6	ALDERMEN:	Wosczynski, Jones, Williams, Munda, Manousopoulos, Collins
ABSENT:	1	ALDERMEN:	Schneider

Also present were City Clerk Figgs, City Treasurer Tarka, Finance Director Kasperek, Fire Chief Galgan, Police Chief Gilmore and Deputy Clerk Bonato.

There being a quorum present, the meeting was called to order.

Deviate - regular order
of business

Alderman Manousopoulos moved, seconded by Alderman Wosczynski, to deviate from the regular order of business to present Toys for Tots.

MOTION CARRIED

Presentation - Toys for Tots

At this time in the meeting, a representative from Toys for Tots made a presentation to the Calumet City Police Department. They thanked the Calumet City Police Department for their participation since 2011.

Police Chief Gilmore thanked the police department and residents participation for a job well done.

Return - regular order
of business

Alderman Manousopoulos moved, seconded by Alderman Wosczynski, to return to the regular order of business.

MOTION CARRIED

REPORTS OF STANDING COMMITTEES

Finance Alderman Wosczynski had no report.

Public Safety Alderman Manousopoulos had no report.

Public Utilities Alderman Jones had no report.

Ord. & Res. Alderman Collins had no report.

H.E.W. Alderman Williams had no report.

Permits & Licenses Alderman Schneider was absent.

Public Works Alderman Munda had no report.

CITY COUNCIL REPORTS

City Treasurer - report City Treasurer Tarka: "Thank you Madam Mayor. Just to let the city council know that our fiscal 2015 audit field work began last week and will continue thru the middle of next week. At this point in time, we are right on schedule."

2nd Ward Summer Block
7/14/15/Corner of Exchange
& Cleveland Alderman Wosczynski announced her 2nd Ward Summer Block Meeting on Tuesday, July 14, 2015 at 6:30 p.m. at the corner of Exchange & Cleveland. She encourages residents to participate.

Thank residents Alderman Jones thanked the residents for coming into the office for appointments. Contact (708) 891-8193 to schedule an appointment.

Sox/Cub tickets
7/8/15 Alderman Jones announced his office gave 150 Sox and Cub tickets for July 8, 2015. He thanked them for their donation. The article in the paper had the incorrect date of June 21, 2015.

3rd/4th Ward Crime Watch
Meeting - 7/14/15 Alderman Jones invited residents to the 3rd/4th Ward Crime Watch Meeting on Tuesday, July 14, 2015 at 6:30 p.m. at Downey Park. The topic will be tax bills. The assessor from Thornton Township will be present at the meeting. He encourages residents to attend and bring their tax bills.

Property Tax Appeal

Alderman Jones announced two Property Tax Appeal dates for residents to appeal their taxes. The dates are Tuesday, July 21, 2015 at the Dorchester at 6:30 p.m. and Monday, July 27, 2015 at South Suburban College at 6:30 p.m.

His office will be sending out notices to residents and phone calls to residents of the ward.

Thank residents

Alderman Jones thanked residents who participated and came out to cut the grass at the abandoned properties in the ward. He thanked public works for their help with grass cutting.

Grass cutting - 3rd ward

Alderman Jones encourages residents to contact his office at (708) 891-8193 to report properties in the ward that need grass cutting.

Street cleaning ward

Alderman Jones announced that next week the street sweeper will in the 3rd ward cleaning the streets.

Give honor to God

Alderman Williams gave honor to God.

Free Student Summer Lunch extended to 8/14/15

Alderman Williams announced that the Free Student Summer Lunch Program has been extended to August 14, 2015. The location is at 283 Torrence Avenue. It is for all students to participate with parents approval.

Contact his office at (708) 212-2240 to reserve a spot for the lunch program.

Sidewalk list

Alderman Williams encourages residents to contact his office regarding his sidewalk list and locations at (708) 891-8194.

Tree trimming request

Alderman Williams asked residents in the 4th Ward to be patient with their request for tree trimming in the ward.

Thank residents

Alderman Williams thanked the residents for participating in the 2nd Annual Hoxie Avenue Block party.

Contact ward office

Alderman Collins encourages residents to contact his office at (708) 808-7177 for issues in the ward, tree trimming or sidewalk list.

INFORMATIONAL ITEMS TO BE ACCEPTED AND PLACED ON FILE

A: Robinson Engineering/
MFT city wide streets

RE: Completed MFT city-wide streets from fiscal year 2014 (last year's projects) & CDBG Application list for Street Improvements (if awarded, construction of these streets would begin in Spring, 2016.

B: Robinson Engineering
emergency sod bids

RE: Emergency Sod and Landscaping; advising no bids were received; will re-bid project.

C: Safety-Kleen/permit modifications Notification of RCRA Class 1 Permit Modifications.

D:IDOT/construction RE: Resolution for Construction on State Highway.

E:MWRD/workshop RE: Infiltration and Inflow Control Program Training Workshop.

F: MWRD/metering service RE: Sewer Flow Metering Services.

G: City of Chicago/scrap metal yards Submitting sample ordinance and list of Scrap Metal Yards in the City of Chicago and Suburban Cook County.

H: Clean Harbors/permit RE: Permit B application to the Illinois Environmental Protection Agency.

Accept & place on file Alderman Wosczyński moved, seconded by Alderman Jones, to accept the communications and place on file.

MOTION CARRIED

Refer item #G/Ord. & Res. Alderman Wosczyński moved, seconded by Alderman Collins, to refer item #7G to the Ordinance & Resolution Committee for review of Scrap Metal Yards.

MOTION CARRIED

NEW BUSINESS

#1: Tag Day Request/First Baptist Church Approve tag day request for First Baptist Church of South Holland for July 10-11, 2015 at various intersections as mentioned in the communication. (approved by the police department)

#2: Approve outdoor party Approve outdoor party with live music on Saturday, July 11, 2015 at 311 Marquette Avenue until 9:00 p.m.; also notify the proper public safety personnel.

#3: Westwood College Student Picnic Approve Westwood College to hold a Student Picnic in the mall parking lot outside of the college on Wednesday, July 15, 2015 from 11:00 a.m. to 4:00 p.m.

#4: Accept recommendation from Zoning Board Accept the recommendation of the Zoning Board of Appeals Denying the Request for a Special Use Permit for a Wireless Cellular Communications Tower on the Premises located at 383-389 Torrence Avenue, Calumet City, Illinois.

Remove item #3 Mayor Michelle Markiewicz Qualkinbush: "Item #3 is removed from the agenda. They have decided not to have their picnic."

Approve new business Alderman Jones moved, seconded by Alderman Wosczyński, to approve new business items as presented.

ROLL CALL

YEAS: 6 ALDERMEN: Wosczynski, Jones, Williams, Munda, Manousopoulos,
Collins
NAYS: 0 ALDERMEN: None
ABSENT: 1 ALDERMAN: Schneider

MOTION CARRIED

BUILDING PERMITS

FENCE

262 Merrill - 3rd Ward
136 Webb - 5th Ward
1280 Arthur - 7th Ward
615 Muskegon - 2nd Ward

Delete fence permit/1280
Arthur Street

Alderman Collins requested the fence permit for 1280 Arthur Street be deleted and referred so he can review.

Approve permits

Alderman Jones moved, seconded by Alderman Wosczynski, to approve the building permit as presented.

MOTION CARRIED

RESOLUTIONS AND ORDINANCES

Ord. #1: Handicap Parking
(Ord. #15-26)

Ordinance amending Chapter 90 of the Municipal Code of the City of Calumet City, Cook County, Illinois, by adding: 515 Forsythe Avenue, 613 Ingraham Avenue and 521 Yates Avenue. (see attached page 5A)

Ord. #2: 4-Way Stop Sign
(Ord. #15-27)

Ordinance amending Chapter 90 of the Municipal Code of the City of Calumet City, Cook County, Illinois. (Four Way Stop Sign at Douglas & Sibley) (see attached page 5B)

Ord. #3: Master Power
Supply Agreement/City's
Electric Aggregation
(Ord. #15-28)

Ordinance authorizing the Mayor to execute a Master Power Supply Agreement to provide full-requirements for the City's Electric Aggregation Program. (see attached page 5C)

Res. #4: Concerning permits
& responsibilities/IDOT
(Res. #15-23)

Resolution concerning Permits & Responsibilities for Construction on IDOT Roadways located within the City of Calumet City. (see attached page 5D)

Ord.#5: Appropriation
Corporate Purposes 5/1/15
to 4/30/16

Ordinance Making Appropriation for All Corporate Purposes of the City of Calumet City for the Fiscal Year Commencing May 1, 2015 and Ending April 30, 2016. (POSTING)

THE CITY OF CALUMET CITY
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER 15-26

**AN ORDINANCE AMENDING CHAPTER 90 OF THE MUNICIPAL
CODE OF THE CITY OF CALUMET CITY, COOK COUNTY, ILLINOIS**

MICHELLE MARKIEWICZ QUALKINBUSH, Mayor
NYOTA FIGGS, City Clerk

ERIC SCHNEIDER
MAGDALENA J. "LEN" WOSZYNSKI
THADDEUS JONES
RAMONDE WILLIAMS
ROGER MUNDA
NICK MANOUSOPOULOS
ANTOINE COLLINS
Aldermen

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Calumet City
Office of the City Clerk - 204 Pulaski Road, Calumet City, Illinois 60409

ORDINANCE NO.: 15-26

AN ORDINANCE AMENDING CHAPTER 90 OF THE MUNICIPAL CODE
OF THE CITY OF CALUMET CITY, COOK COUNTY, ILLINOIS

BE IT ORDAINED by the Mayor and City Council of the City of Calumet City, Cook County, Illinois, by and through its home rule powers, as follows:

Section 1. That Section 90-317 (Handicapped parking) of Article V [Stopping, Standing and Parking] of Chapter 90 [Traffic and Vehicles] of the Municipal Code of Calumet City, Illinois, is hereby amended by adding the following language to subsection G (Signed areas) to read, as follows:

515 Forsythe Avenue

613 Ingraham Avenue

521 Yates Avenue

Section 2. The Commissioner of Streets and Alleys is hereby authorized and directed to install the proper signs in accordance with the terms and conditions of this Ordinance.

Section 3. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

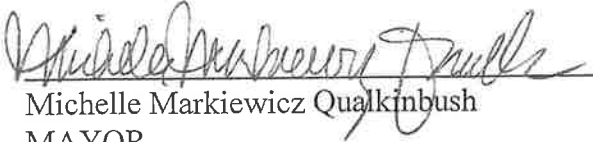
Section 4. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

ADOPTED by the Mayor and City Council of the City of Calumet City, Cook County, Illinois this 9th day of July, 2015 pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Schneider			X	
Wosczyński	X			
Jones	X			
Williams	X			
Munda	X			
Manousopoulos	X			
Collins	X			
(Mayor Qualkinbush)				
TOTAL	<u>6</u>		<u>1</u>	

APPROVED by the Mayor of the City of Calumet City, Cook County, Illinois on this 9th day of July, 2015.


Michelle Markiewicz Qualkinbush
MAYOR

ATTEST:

Nyota T. Figgs
CITY CLERK

THE CITY OF CALUMET CITY
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER 15-27

**AN ORDINANCE AMENDING CHAPTER 90 OF THE MUNICIPAL CODE OF THE
CITY OF CALUMET CITY, COOK COUNTY, ILLINOIS (FOUR WAY STOP SIGN AT
DOUGLAS AVENUE AND SIBLEY BOULEVARD)**

MICHELLE MARKIEWICZ QUALKINBUSH, Mayor
NYOTA T. FIGGS, City Clerk

ANTOINE COLLINS
THADDEUS JONES
NICK MANOUSOPOULOS
ROGER MUNDA
ERIC W. SCHNEIDER
RAMONDE WILLIAMS
MAGDALENA J. "LENI" WOSZYNSKI
Aldermen

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Calumet City on 07-09-15
Odelson & Sterk, Ltd. - City Attorneys - 3318 West 95th Street - Evergreen Park, Illinois 60805

ORDINANCE NO. 15-27

AN ORDINANCE AMENDING CHAPTER 90 OF THE MUNICIPAL CODE OF THE CITY OF CALUMET CITY, COOK COUNTY, ILLINOIS (FOUR WAY STOP SIGN AT DOUGLAS AVENUE AND SIBLEY BOULEVARD)

WHEREAS, the City of Calumet City, Cook County, Illinois (the "*City*") is a home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs (the "*Home Rule Powers*"); and

WHEREAS, the Mayor and the City Council of the City of Calumet City (the "*Corporate Authorities*") may from time to time amend the text of the Municipal Code of Calumet City when it is determined to be in the best interests of the City; and

WHEREAS, the Corporate Authorities are charged with the responsibility of regulating traffic in a manner to provide for the protection of the public health, safety and welfare of its citizenry; and

WHEREAS, the Corporate Authorities have determined the intersection of Douglas Avenue and Sibley Boulevard is a threat to the safety of residents and vehicles passing through said intersection without stop signs being erected at said intersection.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Calumet City, Cook County, Illinois, by and through its Home Rule Powers, as follows:

Section 1. That the above recitals are incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. That Section 90-213 ("*Four-Way Stops*") of Division 3 ("*Right-of-Way; Yield Streets and Stop Streets*") of Article IV ("*Vehicle Operation*") of Chapter 90 ("*Traffic and Vehicles*") of the Municipal Code of Calumet City, Illinois, is hereby amended by adding the

following underlined language to read, as follows:

Douglas Avenue and Sibley Boulevard

Section 3. The Commissioner of Streets and Alleys is hereby authorized and directed to position the proper signs in accordance with the terms and conditions of this Ordinance.

Section 4. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 5. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.


Section 6. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

(Intentionally Left Blank)

ADOPTED by the Mayor and City Council of the City of Calumet City, Cook County, Illinois this 9th day of July 2015, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
COLLINS	X			
JONES	X			
MANOUSOPOULOS	X			
MUNDA	X			
SCHNEIDER			X	
WILLIAMS	X			
WOSZYNSKI	X			
(MAYOR QUALKINBUSH)	10		/	

APPROVED by the Mayor of the City of Calumet City, Cook County, Illinois on this 9th day of July 2015.


 Michelle Markiewicz Qualkinbush
 Mayor

ATTEST:

 Nyota T. Figgs, City Clerk

THE CITY OF CALUMET CITY
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER 15-28

**ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A MASTER POWER
SUPPLY AGREEMENT TO PROVIDE FULL-REQUIREMENTS FOR THE CITY'S
ELECTRIC AGGREGATION PROGRAM**

MICHELLE MARKIEWICZ QUALKINBUSH, Mayor
NYOTA T. FIGGS, City Clerk

ANTOINE COLLINS
THADDEUS JONES
NICK MANOUSOPOULOS
ROGER MUNDA
ERIC W. SCHNEIDER
RAMONDE WILLIAMS
MAGDALENA J. "LENI" WOSZYNSKI
Aldermen

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Calumet City on 07-09-15
Odelson & Sterk, Ltd. - City Attorneys - 3318 West 95th Street - Evergreen Park, Illinois 60805

ORDINANCE NO. 15-28

ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A MASTER POWER SUPPLY AGREEMENT TO PROVIDE FULL-REQUIREMENTS FOR THE CITY'S ELECTRIC AGGREGATION PROGRAM

WHEREAS, Under Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-1, et seq., (the "Act") a municipality may operate an electric aggregation program as an opt-out program for residential and small commercial retail customers, if a referendum is passed by a majority vote of the residents pursuant to the requirements under the Act; and

WHEREAS, the City of Calumet City, Illinois ("City") submitted the question to referendum in the November 6, 2012 election and a majority of the electors voting on the question voted in the affirmative; and

WHEREAS, the City subsequently implemented its initial opt-out aggregation program in 2012 with the term of the supplier agreement to end based on scheduled final meter read dates in June 14, 2014; and

WHEREAS, the Corporate Authorities hereby find that it is in the best interest of the City to continue to operate the aggregation program under the Act as an opt-out program and to enter into an additional contract with a supplier pursuant to the terms of the Act. However, the final decision will be based upon market pricing and the City retains the option of suspending the program and returning all participants back to Commonwealth Edison.

WHEREAS, the Corporate Authorities authorized the Mayor to execute an Agreement for Consulting Services with NIMEC regarding the aggregation of electricity program; and

WHEREAS, NIMEC is in the process of soliciting bids from multiple suppliers to assist the City in selecting the supplier that best meets the City's needs; and

WHEREAS, due to the nature of the bidding process, suppliers' bids must generally be accepted within a twenty-four (24) hour period after they are offered on the market.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Calumet City, Cook County, Illinois, As Follows:

SECTION 1: That the Preamble of this Ordinance is declared to be true and correct and is incorporated by reference herein.

SECTION 2:

- A. Pursuant to Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-1, et seq., (the “Act”) the Corporate Authorities of the City are hereby authorized to aggregate, in accordance with the terms of the Act, residential and small commercial retail electrical loads located within the corporate limits of the City, and for that purpose may solicit bids and enter into service agreements to facilitate for those loads the sale and purchase of electricity and related services and equipment.
- B. The Aggregation Program for the City shall continue to operate as an opt-out program for residential and small commercial retail customers.
- C. As an opt-out program, the Corporate Authorities of the City shall fully inform residential and small commercial retail customers in advance that they have the right to opt-out of the Aggregation Program before the resident or commercial account is renewed. The disclosure and information provided to the customers shall comply with the requirements of the Act.

- D. The Corporate Authorities hereby grant the Mayor, or his/her designee the specific authority to execute the attached contract for a Master Power Supply Agreement in substantially similar form without further action by the Corporate Authorities and with the authority to bind the City.
- E. The City will engage NIMEC, who will solicit bids from multiple suppliers and consult with the City in our decision to select the supplier that best meets our needs. NIMEC will also assist with the conversion process, and provide assistance to residents with questions.

SECTION 3: This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

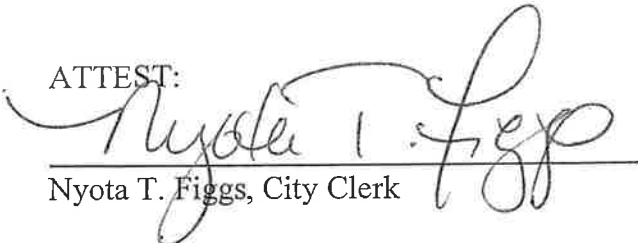
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ADOPTED by the Mayor and City Council of the City of Calumet City, Cook County, Illinois this 9th day of July 2015, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
COLLINS	X			
JONES	X			
MANOUSOPOULOS	X			
MUNDA	X			
SCHNEIDER			X	
WILLIAMS	X			
WOSZYNSKI	X			
(MAYOR QUALKINBUSH)	0		1	

APPROVED by the Mayor of the City of Calumet City, Cook County, Illinois on this 9th day of July 2015.


 Michelle Markiewicz Qualkinbush
 Mayor

ATTEST:

 Nyota T. Figgs, City Clerk



Aggregation Program Agreement

This Aggregation Program Agreement is entered into as of this 10th day of July, 2015 (“**Agreement**”), by and between **City of Calumet City** (“**Municipality**”), an Illinois municipal corporation, and **Dynegy Energy Services, LLC** (“**Supplier**”), an Illinois corporation with an office located at **1500 Eastport Plaza Drive, Collinsville, Illinois 62234**. Supplier and Aggregator are sometimes hereinafter referred to individually as a “**Party**” or collectively as the “**Parties**”.

WITNESSETH

WHEREAS, Section 1-92 of the Act authorizes the corporate authorities of a municipality to establish a program to aggregate electrical loads of residential and small commercial retail customers and to solicit bids and enter into service agreements to facilitate the sale and purchase of electricity and related services for those electrical loads; and

WHEREAS, pursuant to the Act, municipalities may, if authorized by referendum, operate an Electricity Aggregation Program as an “opt-out” program that applies to all residential and small commercial retail electrical customers who do not affirmatively choose not to participate; and

WHEREAS, Aggregator has received authorization through its referendum to proceed with an “opt-out” Aggregation Program pursuant to the Act; and

WHEREAS, Aggregator has issued a Request for Proposal on June 9, 2015; and

WHEREAS, Supplier is an ARES registered with and certified by the ICC; and

WHEREAS, Aggregator has selected Supplier as the supplier for the Aggregation Program; and

WHEREAS, Aggregator and Supplier desire to establish the rights and obligations of the Parties with respect to the Aggregation, including but not limited to determining a price and supplying the Aggregation and related services.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

ARTICLE 1: RECITALS

The foregoing recitals are, by this reference, fully incorporated into and made part of this Agreement for all purposes.

ARTICLE 2: DEFINITIONS

Whenever used in this Agreement, the following terms shall have the meanings defined below except where the context indicates otherwise:

- A. “**Affiliate**” shall mean any person, firm, corporation (including, without limitation, service corporation and professional corporation), partnership (including, without limitation, general partnership, limited partnership and limited liability partnership), limited liability company, joint venture, business trust, association or other entity that now or in the future directly or indirectly controls, is controlled by, or is under common control with Supplier.
- B. “**Act**” shall mean the Illinois Power Agency Act, 20 ILCS 3855/1-1 *et seq.*
- C. “**Aggregation**” or “**Municipal Aggregation**” shall mean the pooling of residential and small commercial retail electrical loads located within the Aggregator’s jurisdiction for the purpose of soliciting bids and entering into service agreements to facilitate for those loads the sale and purchase of electricity and related services, all in accordance with Section 1-92 of the Act.
- D. “**Aggregation Consultant**” or “**Consultant**” shall refer to NIMEC; the independent consultant with demonstrated expertise in electric supply contracting that has been retained by Aggregator to assist with the implementation of the Aggregation Program.
- E. “**Aggregation Member**” or “**Member**” shall mean a residential or small commercial retail electric account enrolled in the Aggregation Program, and shall be consistent with the definition of “Eligible Retail Customer” as provided for herein.

- F. **“Aggregation Program”** or **“Program”** shall mean the program adopted by Aggregator pursuant to Section 1-92 of the Act to facilitate for the applicable residential and small commercial customers the sale and purchase of electricity and related services.
- G. **“Aggregator”** shall mean Municipality, acting by and through its corporate authorities, and authorized Aggregator employees.
- H. **“Aggregator Designee”** shall mean the person (or persons) empowered by Aggregator through ordinance to authorize and execute a contract price lock for electricity supply on behalf of the Aggregator’s governing authority or body.
- I. **“Alternative Retail Electric Supplier”** or **“ARES”** shall mean an entity certified by the ICC to offer electric power or energy for sale, lease or in exchange for other value received to one or more retail customers, or that engages in the delivery or furnishing of electric power or energy to such retail customers, and shall include, without limitation, resellers, aggregators and power marketers but shall not include the Utility or the Aggregation Members. For purposes of this Agreement, the definition of Alternative Retail Electric Supplier is more completely set forth in 220 ILCS 5/16-102.
- J. **“Ancillary Services”** shall mean the necessary services that shall be provided in the generation and delivery of electricity. As defined by the Federal Energy Regulatory Commission, “Ancillary Services” include, without limitation: coordination and scheduling services (load following, energy imbalance service, control of transmission congestion); automatic generational control (load frequency control and the economic dispatch of plants); contractual agreements (loss compensation service); and support of system integrity and security (reactive power, or spinning and operating reserves).
- K. **“Commonwealth Edison”** or **“ComEd”** or **“Utility”** shall mean Commonwealth Edison Company (ComEd), or its successor, as the entity that has a franchise, license, permit or right to distribute, furnish or sell electricity to retail customers within its service area and within the Aggregator’s jurisdiction.
- L. **“Customer Information”** shall mean information specific to individual Members, and/or Eligible Retail Customers, as applicable, including customer name, address, account number, and usage information
- M. **“Distribution Service Provider”** or **“DSP”** shall mean the entity responsible for providing local distribution service to Members.
- N. **“Eligible Retail Customer”** shall mean a residential and small commercial retail customer of the Utility that is eligible for participation in the Aggregation Program pursuant to 220 ILCS 5/16-102, Section 1-92 of the Act, as well as applicable rules, regulations and utility service tariffs pertaining to retail electric supply, purchase of receivables, and consolidated billing.
- O. **“Extended Term”** is defined in Section 3.A of this Agreement.
- P. **“Force Majeure Event”** is defined in Section 6.C of this Agreement.
- Q. **“ICC”** shall mean the Illinois Commerce Commission as described in 220 ILCS 5/2-101.
- R. **“IPA”** shall mean the Illinois Power Agency as described in 220 ILCS 3855, Section 1-5.
- S. **“Load”** shall mean the total demand for electric energy required to serve the Aggregation Members.
- T. **“Opt-Out”** shall mean the process by which a Member who would be included in the Aggregation Program chooses not to participate in the Aggregation Program.
- U. **“PIPP”** shall mean a Percentage of Income Payment Plan created by the Energy Assistance Act, 305 ILCS 20-18, to provide a bill payment assistance program for low-income residential customers.
- V. **“PJM”** shall mean PJM Interconnection LLC, a Regional Transmission Organization (“RTO”) that coordinates the movement of wholesale electricity in all or parts of thirteen states and the District of Columbia, including the ComEd service territory.
- W. **“Plan of Operation and Governance”** shall mean the Aggregation Plan of Operation and Governance adopted by Aggregator pursuant to the requirements set forth in Section 1-92 of the Act.
- X. **“Point of Delivery”** shall be the interconnection between the RTO transmission’s DSP’s distribution system to which Supplier shall deliver the electricity under the Aggregation Program for delivery by the Utility to the Aggregation Members.
- Y. **“REC”** shall mean Illinois Renewable Portfolio Standard eligible Renewable Energy Credits.
- Z. **“Regulatory Event”** is defined in Section 6.B of this Agreement.
- AA. **“Retail Power”** is defined in Section 5.D.
- BB. **“Retail Power Price”** is defined in Section 5.D.
- CC. **“Services”** is defined in Article 5 of this Agreement.
- DD. **“Small Commercial Retail Customer”** shall mean those retail customers with an annual consumption of less than 15,000 kWh per 220 ILCS 5/16-102, provided, however, that the definition of Small Commercial Retail Customer will include such other definition or description as may become required by law or tariff.

- EE. "Term" is defined in Section 3.A of this Agreement.
FF. "Terms and Conditions" is defined in Section 5.B of this Agreement.

ARTICLE 3: TERM

A. Term of Agreement. This Agreement commences on the date first written above, provided however, the supply service to Aggregation Members shall not commence until the Utility's confirmation of Member enrollment with Supplier and shall continue through the billing cycle of the last month of the Term, as elected by Aggregator and set forth in Exhibit A.

B. Extension. Aggregator and Supplier may extend the Term of this Agreement for additional periods of time by written mutual agreement approved and executed by each of them (each an "**Extended Term**"). Any such extension may, among other things, provide for an opportunity to refresh the price. Any price modification in an Extended Term shall require Supplier issuance of a new opt-out notice for the Extended Term to all Aggregation Members. Nothing in this Article related to the Term, or the possibility of agreement to an Extended Term may be construed or applied in any manner to create any expectation that any right or authority related to this Agreement granted by Aggregator to Supplier shall continue beyond the Term or an approved Extended Term.

C. Notification. In the event Aggregator decides either (a) the Aggregation Program will terminate upon expiration, or (b) that it would like to renew the Aggregation Program with an ARES other than Supplier, then Aggregator must provide notice to Supplier at least 90 days prior to the first expiration date (billing cycle) of any Aggregation Member in the last month of the Term, as elected by Aggregator and set forth in Exhibit A. In the event such notification is not received by Supplier by the applicable date, the Parties will in good faith negotiate an extension for a price no later than sixty (60) days prior to the first expiration date (billing cycle) of any Aggregation Member in the last month of the Term, as elected by Aggregator and set forth in Exhibit A. In the event no extension is agreed upon by the Parties, the Parties will have no obligation to each other to extend the Aggregation Program.

D. Term of Enrollment. Members shall remain enrolled in the Aggregation Program until the Member exercises the right to opt-out, or they otherwise terminate their participation in the Aggregation Program, their participation in the Aggregation is terminated by Aggregator, their participation in the Aggregation Program is terminated by Supplier or the Utility, or until this Aggregation Program is terminated, whichever occurs first.

E. Interaction Between Termination Dates of this Agreement and Contracts with its Members. Members initially enrolled in the Aggregation Program shall receive Electric Supply at the Retail Power Price set forth in this Agreement. If this Agreement is terminated prior to the end of the Term due to a Regulatory Event, then Electric Supply will terminate early and the Members will be switched to the Utility's Rate BES default rate, where applicable, provided by the Utility as required by 220 ILCS 5/16-103 and defined by its rates on file with the ICC pursuant to 200 ILCS 5/Art. IX. ("**Tariff Service**") in accord with the standard switching rules and applicable notices. If this Agreement is terminated pursuant to the terms of this Agreement, the Aggregation Program will terminate early and the Aggregation Member may choose another ARES or will be switched to Utility default service in accord with the standard switching rules and applicable notices. The Members are responsible for arranging for their supply of energy upon expiration or termination of this Agreement. If this Agreement is terminated prior to the end of the Term and a Member has not selected another supplier, such Member will be switched to Utility default service.

ARTICLE 4: PROGRAM RESPONSIBILITIES

A. Aggregator Responsibilities.

1. Program Responsibilities. Aggregator shall perform those duties related to the Aggregation Program as required by Section 1-92 of the Act, e.g. adopting an ordinance authorizing aggregation, submitting a referendum to its residents, abiding by notice and conduct requirements of general election law, developing a plan of operation and governance, holding public hearings, and informing residents of opt-out rights.

2. Customer Information. Aggregator Consultant or Aggregator Designee shall obtain the Customer Information from Aggregator or Utility directly, and provide the Customer Information to Supplier for use in the enrollment and opt-out process set forth in Article 5. Aggregator acknowledges that Supplier is not liable for the completeness or accuracy of the account information included on, or excluded from, the Customer Information data files provided for this purpose. Aggregator further acknowledges that Supplier is not liable for any

incremental costs associated with performing additional services to correct errors or omissions resulting from Customer Information data provided by Aggregator or ComEd.

3. Notices from Utility. Aggregator shall promptly forward to Supplier any notices received by Aggregator from ComEd concerning the account(s) of Aggregation Member(s).

4. No Aggregator Obligations to Provide Services. The Parties acknowledge and agree that Aggregator is not responsible to provide, and this Agreement shall not be construed to create any responsibility for Aggregator to provide, the Services to any person or entity, including without limitation Supplier, ComEd, or any Aggregation Member.

5. No Aggregator Financial Responsibility. The Parties acknowledge and agree that this Agreement does not impose or create, and shall not be construed to create, any financial obligation of Aggregator to any other person or entity, including without limitation Supplier, ComEd, or any Aggregation Member.

6. Compliance with Applicable Law. Aggregator shall comply with all applicable laws in providing the Service pursuant to this Agreement.

B. Supplier Obligations.

1. Provision of Services. Supplier shall provide all of the Services described in Article 5 of this Agreement throughout the Term.

2. Compliance with Applicable Law. Supplier shall comply with all applicable requirements of Illinois state law, including the Act, rules and regulations of the ICC, tariffs applicable to the Utility and PJM, and all other applicable federal and state laws, orders, rules and regulations, including the terms and conditions for providing the Services pursuant to this Agreement.

ARTICLE 5: SUPPLIER SERVICES

Supplier shall supply all of the following services in support of the Program (collectively, the "**Services**"):

A. Electricity Supply.

1. Electricity Supply.

- a. **Transmission.** Supplier will acquire and pay all necessary transmission services up to the Point of Delivery to deliver electricity supply to Members, including all electricity commodity costs, PJM charges, congestion charges, distribution and transmission losses, and capacity charges. Supplier does not have responsibility for any delivery of services supplied by the Utility or RTO, or for the consequences of the failure to provide such services. Supplier shall not be responsible to Member in the event the Utility or RTO disconnects, suspends, curtails or reduces services to Member for any reason.
- b. **Billing.** To the extent allowed by law and the ComEd tariff, Supplier shall make all arrangements for Aggregation Members to receive a single monthly bill from ComEd during the Term. As part of such arrangement, it is expected that the following fees will continue to be collected and processed by ComEd: monthly payments, late payments, delivery charges, monthly service fee, and applicable taxes.
- c. **Data.** Supplier shall maintain a confidential database recording historical account information for Member accounts that has been provided to Supplier by ComEd, Aggregator, and/or Consultant or Aggregator Designee. Supplier will provide to the Aggregator and/its Consultant the initial account list for all Eligible Retail Customers who have been enrolled in the program. Furthermore, Supplier will also provide a list of the Eligible Retail Customers who have initially opted-out of the program. Both lists will be transmitted together in a text-based, comma-delineated file (.csv). At a minimum, but not limited to, the files should contain: account number, account name, premise address Line 1, premise address Line 2, premise address Line 3, premise address City, premise address State, premise address Zip Code.
- d. **Title.** Title to and risk of loss for the electricity sold and delivered to Members shall pass to the purchasing Member upon delivery at the Point of Delivery;

2. Supply Mix. Supplier shall be capable of providing the supply mix of traditional and renewable sources in Exhibit A, if applicable.

3. Delivery Specifications

- a. **Quality and Measurement.** Supplier agrees that all electricity sold pursuant to this Agreement shall be delivered in accordance with applicable PJM and ComEd rules and tariffs and suitable for delivery to Members.
- b. **Title.** Supplier warrants that it possesses or will possess good marketable title to all electricity sold pursuant to this Agreement, and that such electricity will be free from all liens and adverse claims when delivered to the Point of Delivery.
- c. **Delivery.** Supplier shall deliver all electricity sold pursuant to this Agreement at the Point of Delivery to be delivered to the Aggregation Members.

B. Program Implementation.

1. Member Service.

Supplier shall maintain certain minimum levels of customer service including:

- a. **Program Management and Documentation.** Supplier program management and documentation shall be in accordance with this Agreement and Supplier's response to Aggregator's Request for Proposals.
- b. **Confidentiality.** Supplier and Aggregator shall maintain the confidentiality of customer information pursuant to Article 10 of this Agreement and as required by law.
- c. **Customer Service.** Supplier shall assist Aggregation Members with their inquiries. Concerns regarding service reliability should be directed to ComEd, billing questions should be directed to ComEd or Supplier, as applicable, and any unresolved disputes should be directed to the ICC. Inquiries from Aggregation Members should be managed within the following performance parameters:
 - i. **Telephone Inquiries.** Supplier shall maintain a toll-free telephone access line which shall be available to Aggregation Members 24 hours a day, seven days a week. Trained company representatives shall be available to respond to customer telephone inquiries during normal business hours. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours shall be responded to by a trained company representative within two business days.
 - ii. **Internet and Electronic Mail.** Supplier shall establish and maintain a web page providing information to the Aggregation Members. The website shall provide basic information concerning the Aggregation Program and facilitate customer inquiries by providing contact information for questions.
 - iii. **Multi-Lingual Services.** Supplier shall provide reasonable customer service for Members requiring verbal and/or written assistance in Spanish.
 - iv. **Hearing Impaired.** Supplier shall provide reasonable customer service for hearing impaired Members.

2. Enrollments.

Supplier shall perform the following Aggregation account enrollment tasks:

- a. **Opt-Out Period.** Supplier shall conduct an initial Opt-Out Period, which shall be a twenty-one (21) calendar day period, from the date of postmark, during which eligible residents and small commercial retail customers may opt-out of the Aggregation Program prior to enrollment.

After the initial Opt-Out Process is completed, the Aggregator and Supplier may establish protocols and procedures to hold additional Opt-Out Periods for Eligible Retail Customers that were not mailed Opt-Out notices in earlier Opt-Out Periods within the term of the ongoing aggregation. Any new Eligible Retail Customers shall be able to enroll in the Aggregation Program under the same terms, conditions, and pricing as accounts that were initially enrolled during prior Opt-Out Periods. However, newly enrolled Eligible Retail Customers will only have the ability to participate in the Aggregation Program for the time remaining in the term of this Agreement. Costs (for example for printing and mailing) associated with subsequent Opt-Out Periods will be paid in the same manner as for the initial Opt-Out Period.

- b. **Opt-Out Notifications.** Supplier shall manage the Opt-Out Period Notification process in cooperation with Aggregator and the Consultant or Aggregator Designee.
- c. **New Accounts.** Supplier shall facilitate the addition of new customer accounts to the Aggregation

Program during the Term of this Agreement. Members wishing to opt-in to the Aggregation Program may contact Supplier to obtain enrollment information. Supplier will provide new customers with the same pricing available to initial enrollees. Supplier shall clearly state the rate to be charged for new accounts prior to enrollment.

- d. **Moving Within the Aggregator's Jurisdiction.** Supplier shall continue service at the same rate and under the same terms and conditions for any Member who relocates within the Aggregator's jurisdiction prior to the expiration of the Term of this Agreement, providing that the Member notifies Supplier of its desire to do so with 30 days' notice.
- e. **Credit/Deposit Requirements.** Collection and credit procedures are to be the responsibility of ComEd and the individual Member. Members will be required to comply with the payment terms of ComEd. Aggregator is not responsible for late payment or non-payment of any Member account. Neither Aggregator nor Supplier shall have a separate credit or deposit policy concerning Member accounts.
- f. **Reliability of Power Supply.** The Parties acknowledge that the Aggregation Program only affects pricing for the electricity sold pursuant to this Agreement up to the Point of Delivery and further acknowledge ComEd will continue to deliver power through its transmission and distribution systems. Responsibility for maintaining system reliability continues to rest with ComEd. If Members have service reliability problems, they should contact ComEd for repairs. The ICC has established "Minimum Reliability Standards" for all utilities operating distribution systems in Illinois. Member outages, duration of outages, interruptions, etc., are monitored to ensure reliability remains at satisfactory levels. In addition to maintaining the "wires" system, ComEd is required to be the "Provider of Last Resort," meaning that should Supplier fail for any reason to deliver any or all of the electricity needed to serve the Members' needs, ComEd will immediately provide any supplemental electricity to the Members as may be required. ComEd would then bill Supplier for the power provided on Supplier's behalf, and the Members would incur no additional cost therefor over and above that which the Member would have paid had Supplier delivered the power.
- g. **Fees Imposition.** Neither Aggregator nor Supplier shall impose any conditions, terms, fees, or charges on any Member served by the Program unless the particular term, condition, fee, or charge, or the possibility of a change in the same, is clearly disclosed.
- h. **Enrollment and Disenrollment Charges.** Supplier shall not assess any enrollment, switching, or relocation fees on Aggregation Members. Customers may terminate services from Supplier without penalty if they relocate outside of the Aggregator's governmental boundary. Members who did not opt-out of the Aggregation Program during the opt-out period and who later leave the Aggregation Program for other reasons may be assessed an early termination fee of \$0.00.
- i. **Enrollment in Supplier Programs.** Supplier agrees not to solicit or contract with Aggregation Program Members outside the Aggregation Program and agrees not to use Aggregation Program Member data and information for any other marketing purposes without written consent from the Aggregator. Nothing herein shall prevent Supplier from soliciting and entering into agreements with retail customers for the supply and delivery of electricity who have not enrolled in the Aggregation Program or who have opted-out. Aggregator recognizes Supplier may have affinity programs or other opportunities to sell and deliver to retail customers located in Aggregator's jurisdiction, and this Agreement does not bar such actions by Supplier.

C. Cooperation at the Conclusion of the Aggregation. Aggregator shall request and Supplier may provide, if legally permissible, from the Utility, those account numbers, names, and addresses of residential and small commercial retail customers in the aggregate area that are reflected in the Utility's records that may be needed to continue the Program with another ARES. Supplier has no obligation to request such information on behalf of Aggregator or another Alternate Retail Electric Supplier.

D. Retail Power Price. The Retail Power Price is set forth in Exhibit A. The Retail Power Price is based on Aggregation Members' historical or projected load data which is considered representative of the combined electricity requirements ("Retail Power") for the proposed Term. The Retail Power Price applies to all Retail Power covered under this Agreement. Retail Power Price also includes charges for distribution energy losses, capacity, PJM transmission charges, and energy, including scheduling and load forecasting associated with the delivery of the Retail Power. The Retail Power Price does not include any charges by the DSP, which are the responsibility of the Member, including but not limited to charges for services under the applicable delivery service tariffs and

riders, such as delivery service charge, facilities charges, taxes (either billed for by the Utility or Member self-assessed), environmental, public purpose program, or switching charges as may be applicable from time to time.

ARTICLE 6: REMEDIES AND TERMINATION

A. Remedies. In addition to every other right or remedy provided to a Party under this Agreement, if the other Party fails to comply with any of the provisions of this Agreement (for reason other than an order, rule, or regulations of a governmental agency or court having jurisdiction over the defaulting Party), then the non-defaulting Party may give notice to the defaulting Party specifying that failure.

1. **Cure Period.** The defaulting Party will have 15 business days after the date of that notice to take all necessary steps to comply fully with this Agreement, unless (a) this Agreement specifically provides for a shorter cure period or (b) an imminent threat to the public health, safety, or welfare arises that requires a shorter cure period, in which case the notice must specify the cure period, or (c) compliance cannot reasonably be achieved within 15 business days but the defaulting party promptly commences a cure and diligently pursues the cure to completion.
2. **Failure to Cure.** If the defaulting Party fails to comply within that 15-day period, or the shorter period if an imminent threat, or if the defaulting Party fails to promptly commence a cure and diligently pursue the cure to completion, then the non-defaulting Party, subject to the limits of applicable federal or State of Illinois law, may take any one or more of the following actions:
 - a. Seek specific performance of any provision of this Agreement or seek other equitable relief, and institute a lawsuit against the defaulting Party for those purposes.
 - b. Institute a lawsuit against the defaulting Party for breach of this Agreement and seek remedies and damages as the court may award.
 - c. Terminate this Agreement as provided in Section B below.

B. Circumstance Leading to Termination. This Agreement may be terminated early in the following circumstances:

1. **Non-Compliance.** By the non-defaulting Party if the defaulting Party fails to comply with any material term or condition of this Agreement, provided the failure continues beyond the Cure Period and written Notice of such failure is provided to the defaulting Party.

Material terms and conditions include but are not limited to:

- a. A breach of the confidentiality provisions in Article 10 of this Agreement;
 - b. Supplier's disqualification as an ARES due to a lapse or revocation of any license or certification required to perform the obligations set forth herein; or
 - c. Any act or omission that constitutes a willful or wanton deception by affirmative statement or practice, or by omission, fraud, misrepresentation, or a bad faith practice.
2. **Regulatory Event.** The following shall constitute a "Regulatory Event":
 - a. **Illegality.** It becomes unlawful for a Party to perform any obligation under this Agreement due to the adoption of, change in, or change in the interpretation of any applicable law by any judicial or government authority with competent jurisdiction.
 - b. **Adverse Government Action.** A regulatory, legislative or judicial body (A) requires a material change to the terms of this Agreement that materially or adversely affects a Party or (B) takes action that adversely and materially impacts a Party's ability to perform, or requires a delay in the performance of this Agreement that either Party determined to be unreasonable or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed (including the capacity market changes contemplated in FERC docket ER11-4081), and the charge is not deemed a Force Majeure Event.
 - c. **Occurrence of Regulatory Event.** Upon the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that such event has occurred. Within thirty (30) days, or such other period as the Parties may agree in writing, the Parties shall enter into good faith negotiations to amend or replace this Agreement so that the adversely affected Party is restored as nearly as possible to the economic position it would have been in but for the occurrence of the

Regulatory Event. If the Parties are unable to agree upon an amendment to this Agreement, within the prescribed time after entering negotiations, the adversely affected Party shall have the right, upon ten (10) days prior written notice, to terminate this Agreement. Upon termination of this Agreement as a result of a Regulatory Event, the obligations of Supplier and each Aggregation Member set forth in the Terms and Conditions shall survive termination.

3. **Failure to Schedule and Deliver.** The failure of Supplier to schedule electricity supply to ComEd for the Aggregation Members, except as permitted under Force Majeure Events.

C. Termination Procedure. Aggregator will give written notice to Supplier of Aggregator's intent to terminate this Agreement pursuant to the provisions of this Agreement ("**Termination Notice**"). The Termination Notice will set forth with specificity the nature of the noncompliance. Supplier will have 30 calendar days after receipt of the notice to object in writing to termination, to state its reasons for such objection, and to propose a remedy for the circumstances. If Aggregator has not received a response from Supplier, or if Aggregator does not agree with Supplier's response or any remedy proposed by Supplier, then Aggregator will conduct a hearing on the proposed termination. Aggregator will serve notice of that hearing on Supplier at least 10 business days prior to the hearing, specifying the time and place of the hearing and stating Aggregator's intent to terminate this Agreement.

1. **Hearing.** At the hearing, Supplier will have the opportunity to state its position on the matter, present evidence, and question witnesses. Thereafter, Aggregator will determine whether or not this Agreement will be terminated. The hearing must be public and held on record.
2. **Reimbursement.** The decision of Aggregator must be in writing and delivered to Supplier by certified mail. If the rights and privileges granted to Supplier under this Agreement are terminated, then Supplier, within 14 calendar days after Aggregator's demand, must reimburse Aggregator for all costs and expenses incurred by Aggregator, including, without limitation, reasonable attorneys' fees, in connection with that termination of rights or with any other enforcement action undertaken by Aggregator.

D. Force Majeure Events. Supplier shall not be held in default under, or in noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Program), where such noncompliance or alleged defaults occurred or were caused by a "**Force Majeure Event**," defined as a strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, governmental, administrative or judicial order or regulation or other event that is reasonably beyond Supplier's ability to anticipate or control.

ARTICLE 7: INDEMNIFICATION, INSURANCE, DISCLAIMER, AND LIMITATION OF LIABILITY

A. Indemnification. Supplier agrees to indemnify and hold Aggregator harmless from any claims, causes of action, damages, judgments, and financial obligations arising from Supplier's negligence, gross negligence, or willful misconduct.

B. Insurance. Supplier shall provide certificates of its current insurance upon request.

C. Limitation of Liability. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER THIS CONTRACT FOR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IRRESPECTIVE OF WHETHER SUCH CLAIMS ARE BASED UPON BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE OF ANY DEGREE), STRICT LIABILITY, CONTRACT, OPERATION OF LAW OR OTHERWISE.

D. Disclaimer. SUPPLIER DOES NOT WARRANT OR GUARANTEE THE UNINTERRUPTED DELIVERY OF RETAIL POWER TO AGGREGATION PROGRAM MEMBERS DURING FORCE MAJEURE EVENTS. SUPPLIER WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR THE OPERATIONS OF THE UTILITY, INCLUDING BUT NOT LIMITED TO, THE INTERRUPTION, TERMINATION, FAILURE TO DELIVER, OR DETERIORATION OF UTILITY'S TRANSMISSION OR DISTRIBUTION SERVICE. EXCEPT AS MAY BE SPECIFICALLY PROVIDED HEREIN, NO WARRANTIES OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO THIS AGREEMENT.

ARTICLE 8: MISCELLANEOUS

A. Entire Agreement. This Agreement, including all Exhibits, constitutes the entire Agreement and

understanding between the Parties with respect to the Services, which are included herein. All prior written and verbal agreements and representations with respect to these Services are merged into and superseded by this Agreement.

B. Amendment. All amendments or modifications to this Agreement shall be made in writing and signed by both Parties before they become effective.

C. Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Agreement ("**Data**"), other than Supplier's confidential information, will be and remain the sole properties of Aggregator. Supplier must promptly deliver all Data in Supplier's possession or control to Aggregator at Aggregator's request. Supplier is responsible for the care and protection of the Data in Supplier's possession or control until that delivery. Supplier may retain one copy of the Data for Supplier's records subject to Supplier's continued compliance with the provisions of this Agreement. Upon expiration of the Agreement, Supplier shall provide Aggregator with an electronic copy of data specified in Section 5.A.1.c at no cost to Aggregator.

D. Assignment. This Agreement shall not be transferred or assigned by either Party without prior written consent of the other Party, which shall not be unreasonably withheld, provided, however, that Supplier may 1) assign this Agreement to an Affiliate without the express authorization of Aggregator, or 2) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Supplier, within any independent transmission system (e.g, MISO or PJM).

E. Notices. Any notices, requests or demands regarding the Services provided under this Agreement and the Attachments shall be deemed to be properly given or made (i) if by hand delivery, on the day and at the time on which delivered to the intended recipient at its address set forth in this Agreement; (ii) if sent by U.S. Postal Service mail certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient, from the date of postmark; or (iii) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express service, addressed to the intended recipient at its address set forth in this Agreement. ~~The address of a Party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party of such change.~~

F. Waivers. The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, that Aggregator may have under federal or state law unless such waiver is expressly stated herein.

G. Applicable Law and Choice of Venue. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois, without regard to principles of conflict of laws. Except as to any matter within the jurisdiction of the ICC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in a Circuit Court of Cook County, Illinois, or if brought pursuant to the jurisdiction of the federal courts, the United States District Court of the Northern District of Illinois.

H. Exhibits. Exhibits attached to this Agreement are, by this reference, incorporated into and made part of this Agreement.

I. Controlling Provisions. In the event of any inconsistency between the text of this Agreement and the terms of the Exhibits hereto, the text of the Exhibits shall control.

J. Severability. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

K. No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public for any purpose.

L. Validity of Agreement. The Parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Agreement, in their entirety, and each Party expressly warrants that it has the power and authority to enter into the provisions, terms, and conditions of this Agreement.

M. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, Aggregator and Supplier and their respective successors, grantees, lessees, and assigns throughout the Term of this Agreement.

N. Counterparts. The Parties agree that this Agreement may be executed in separate counterparts and delivered by facsimile, or as an attachment to an electronic message (such as a pdf, tif or other mutually acceptable type of file attachment), each of which when so executed and delivered shall constitute but one and the same original document.

O. Subcontractors. Supplier agrees to employ only those subcontractors that it determines are reasonably necessary. Subcontractors shall be held to the confidentiality standards applicable to Supplier pursuant to Article 10, and shall be required to otherwise comply with the requirements of this Agreement. The use of subcontractors shall not relieve Supplier from the duties, terms and conditions in this Agreement. For purposes of this Agreement, regional transmission organizations, independent system operators, local utilities, and renewable energy certificate counterparties are not considered subcontractors.

P. Forward Contract. The Parties agree this Agreement is construed and understood to be a "forward contract" as defined by the U.S. Bankruptcy Code.

ARTICLE 9: REPRESENTATIONS AND WARRANTIES

A. Mutual Representations and Warranties. Each Party represents and warrants to the other Party, as of the date of this Agreement, that:

1. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation, and if relevant under such laws, in good standing;
2. It has the corporate, governmental and/or other legal capacity, authority and power to execute, deliver and enter into this Agreement and any other related documents, and perform its obligations under this Agreement, and has taken all necessary actions and made all necessary determinations and findings to authorize such execution, delivery and performance;
3. The individual signing this Agreement on behalf of such Party is authorized to execute this Agreement in the name of such Party.
4. The execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
5. It has reviewed and understands this Agreement and has independently assessed the merits of this Agreement;
6. It shall comply with all federal, state, and local laws, regulations, licensing, and disclosure requirements; and
7. It shall maintain the confidentiality of Aggregation Members' account information, as required by 815 ILCS 505/2HH;

B. Additional Representation by Supplier. Supplier hereby further represents to Aggregator that, as of the date of this Agreement, Supplier shall maintain all of the qualifications, certifications, approvals, and other authorizations required by law to provide the Services pursuant to this Agreement.

ARTICLE 10: CONFIDENTIALITY

Supplier shall preserve the confidentiality of the account information it receives as a result of the performance of its obligations set forth herein.

A. Supplier and Aggregator shall not disclose, use, sell or provide customer account information to any person, firm or entity for a purpose outside of the operation of the Program. This provision shall survive the termination of this Agreement.

B. Notwithstanding the foregoing, Supplier and Aggregator may disclose confidential account information as required by law, and any such disclosure shall not be a violation of this Agreement. However, such disclosure shall not terminate the obligations of confidentiality with respect to that or any other information.

C. Each Party shall give the other Party prompt notice of any discovery request or order, subpoena, or other legal process requiring disclosure of any confidential account information or the confidential information of the other Party.

D. To the extent legally permissible and practicable, Supplier shall provide Aggregator and Aggregator shall

THE CITY OF CALUMET CITY
COOK COUNTY, ILLINOIS

RESOLUTION
NUMBER 15- 23

**A RESOLUTION CONCERNING PERMITS AND RESPONSIBILITIES FOR
CONSTRUCTION ON IDOT ROADWAYS LOCATED WITHIN THE CITY OF
CALUMET CITY**

MICHELLE MARKIEWICZ QUALKINBUSH, Mayor
NYOTA T. FIGGS, City Clerk

ANTOINE COLLINS
THADDEUS JONES
NICK MANOUSOPOULOS
ROGER MUNDA
ERIC W. SCHNEIDER
RAMONDE D. WILLIAMS
MAGDALENA J. "LENI" WOSCZYNSKI
Aldermen

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Odelson & Sterk, Ltd. - City Attorneys - 3318 West 95th Street - Evergreen Park, Illinois 60805

RESOLUTION NUMBER 15-23

**A RESOLUTION CONCERNING PERMITS AND RESPONSIBILITIES FOR
CONSTRUCTION ON IDOT ROADWAYS LOCATED WITHIN THE CITY OF
CALUMET CITY**

WHEREAS, the City of Calumet City, Cook County, Illinois (the “City”) is a home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs (the “Home Rule Powers”).

WHEREAS, the City of Calumet City, hereinafter referred to as MUNICIPALITY, located in the County of Cook, State of Illinois, desires to undertake, in the calendar years 2015 and 2016, the location construction, operation and maintenance of driveways and street returns, watermains, sanitary and storm sewers, street light, traffic signals, sidewalk, landscaping, etc., on State highways, within said MUNICIPALITY, which by law and/or agreement come under the jurisdiction and control of the Department of Transportation of the State of Illinois hereinafter referred to as Department; and

WHEREAS, an individual working permit must be obtained from the Department prior to any of the aforesaid installations being constructed either by the MUNICIPALITY or by a private person or firm under contract and supervision of the MUNICIPALITY.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Calumet City, Cook County, Illinois, by and through its Home Rules Powers, as follows:

Section 1. That MUNICIPALITY hereby pledges its good faith and guarantees that all work shall be performed in accordance with the conditions of the permit to be granted by the Department, and MUNICIPALITY shall hold State of Illinois harmless during the prosecution of

such work, and shall assume all liability for damages to person or property due to accidents or otherwise by reason of the work which is to be performed under the provisions of said permit.

Section 2. That all authorized officials of the MUNICIPALITY are hereby instructed and authorized to sign said working permit on behalf of the MUNICIPALITY.

Section 3. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

Section 4. All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 5. This Resolution shall be in full force and effect upon its passage, approval and publication as provided by law.

[Intentionally left blank]

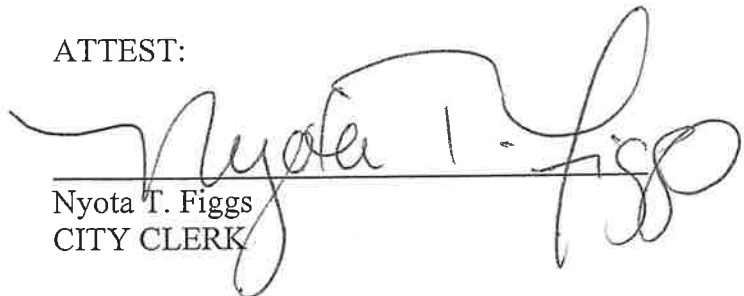
PASSED by the Mayor and City Council of the City of Calumet City, Cook County, Illinois
 this 9th day of July, 2015, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Collins	X			
Jones	X			
Manousopoulos	X			
Munda	X			
Schneider			X	
Williams	X			
Woszczyński	X			
(Mayor Qualkinbush)	X			
TOTAL	<u>6</u>		<u>1</u>	

APPROVED by the Mayor of the City of Calumet City, Cook County, Illinois on this 9th
 day of July, 2015.


 Michelle Markiewicz Qualkinbush
 Mayor

ATTEST:


 Nyota T. Figs
 CITY CLERK

Pass Resolution/Adopt

Alderman Manousopoulos moved, seconded by Alderman Wosczyzski, to pass Resolution and Ordinances #1 thru #4 as presented, without the necessity of prior posting.

ROLL CALL

YEAS: 6
NAYS: 0
ABSENT: 1

ALDERMEN: Jones, Williams, Munda, Manousopoulos, Collins, Wosczyzski
ALDERMEN: None
ALDERMAN: Schneider

MOTION CARRIED

Post Ordinance #5

Alderman Wosczyzski moved, seconded by Alderman Manousopoulos, to post Ordinance #5.

MOTION CARRIED

FINANCIAL MATTERS

#1: Remit payment/IEPA \$21,000.00

Approve payment to the Illinois Environmental Protection Agency Division of Water Pollution Control for the annual NPDES fee in the amount of \$21,000.00; direct the City Treasurer to remit payment; charge to account #03036-53452.

#2: Approve buy-back Ofc. Reddington

Approve buy-back for Officer Ronald Reddington in the amount as stated in the communication.

#3: Remit payment/Otis Elevator/\$17,485.61

Approve payment to Otis Elevator in the amount of \$17,485.61 for maintenance; direct the City Treasurer to remit payment and charge to account #01060-52345.

#4: Remit payment D & T/ \$24,684.00

Approve payment to D & T Excavating for grading existing stone and installation in the amount of \$24,684.00; direct the City Treasurer to remit payment and charge to account #01070-55601.

#5: Approve change orders Fire Training Center

Approve the change orders for the work at the training center on the following list of contractors and authorize the City Treasurer to remit payment and charge to account #01070-55601: Advanced Fire Protections increase amount to \$185.00; Circle R Electric increase amount to \$1,922.00; Circle R Electric increase amount to \$1,365.00; Douglas Floor Covering increase amount to \$3,400.00; Gatlin Plumbing & Heating increase amount to \$1,894.00; Professional Building Systems increase amount to \$1,600.00; Toepper Enterprises increase amount to \$3,562.00 and Trout Glass & Mirror increase amount to \$400.00.

#6: Remit payment/Breaker Press/\$2,628.20

Approve payment to Breaker Press for 3rd Ward Printing in the amount of \$2,628.20; direct the City Treasurer to remit payment and charge to account #01010-52323.

- #7: Award bid/HMA repairs J & J Newell/\$1,270.00 Accept the recommendation from Robinson Engineering and award the bid to the low bidder for Emergency Concrete and HMA Repairs to J & J Newell in the amount of \$1,270.00; direct the City Treasurer to remit payment and charge to MFT Account.
- #8: Award bid/Emergency Sewer & Water Main repairs Calumet City Plumbing \$31,846.00 Accept the recommendation from Robinson Engineering and award the bid for Emergency Sewer and Water Main Repairs to Calumet City Plumbing in the amount of \$31,846.00; direct the City Treasurer to remit payment and charge to the appropriate account.
- #9: Award bid/Tree Removal Arbor Care (Piekarski & Sons) \$35.00 per tree Accept the recommendation from Robinson Engineering and award the bid to the low bidder for Tree Removal to Arbor Care (Piekarski & Sons) in the amount of \$35.00 per tree; direct the City Treasurer to remit payment and charge to the appropriate account.
- #10: Review Water Main & Service Line Replacement Project/Park Harbor Authorize Robinson Engineering to review the Water Main & Service Line Replacement Project for the Park Harbor Mobile Home Site for a cost not to exceed \$5,000.00; direct the City Treasurer to remit payment to Robinson Engineering and charge to the appropriate account.
- #11: Approve extension Wes's Towing Contract Approve extension of Wes's Towing Contract for one (1) year.
- #12: Approve Amnesty Day for vehicle stickers sale Approve an Amnesty Day for vehicle stickers sales to remove the late fee of \$100 to sell for \$50 for one day; date to be announced by the City Clerk.
- #13: Approve payroll Approve payroll (\$839,894.10)
- #14: Approve bill listing Approve bill listing (\$1,026,392.03)
- #15: Remit payment/Piekarski & Sons/\$6,765.00 Approve payment to Piekarski & Sons for various tree removals/trimming in the amount not to exceed \$6,765.00; direct the City Treasurer to remit payment and charge to account #01041-52119.
- #16: Remit payment/HD Supply/\$5,300.00 Approve payment to HD Supply for two (2) hydrants for the water department in the amount not to exceed \$5,300.00; direct the City Treasurer to remit payment and charge to account #03036-53408.
- #17: Remit payment/HD Supply/\$11,040.00 Approve payment to HD Supply for 96 water meters for the water department in the amount not to exceed \$11,040.00; direct the City Treasurer to remit payment and charge to account #03036-53408.
- Refer item #8 & #9 Alderman Jones moved, seconded by Alderman Collins, to refer financial item #8 & #9 to the next city council meeting for approval.

MOTION CARRIED

Approve financial matters

Alderman Jones moved, seconded by Alderman Wosczyznski, to approve financial items #1 thru #7 and items #10 thru #17 as presented.

ROLL CALL

YEAS: 6

ALDERMEN: Williams, Munda, Manousopoulos, Collins, Wosczyznski, Jones

NAYS: 0

ALDERMEN: None

ABSENT: 1

ALDERMAN: Schneider

MOTION CARRIED

UNFINISHED BUSINESS

Neighborhood Watch Mtg.

Alderman Wosczyznski announced every 1st Monday of the month there is a Neighborhood Watch Meeting in the lower level of the police department at 6:30 p.m. for 2nd Ward residents.

Thank colleagues/residents Park Harbor

Alderman Jones thanked his colleagues for allowing his motion to go forward for Park Harbor and the residents in Park Harbor for their patience as the new management works to bring a nicer park and clean up issues.

Thanks for donations

Alderman Jones thanked residents and organizations for their donations. He will submit a report of some organizations at the next meeting.

Encourage residents leave names and address

Alderman Jones encourages residents when contacting ward office to leave their name and address so he can address the issue.

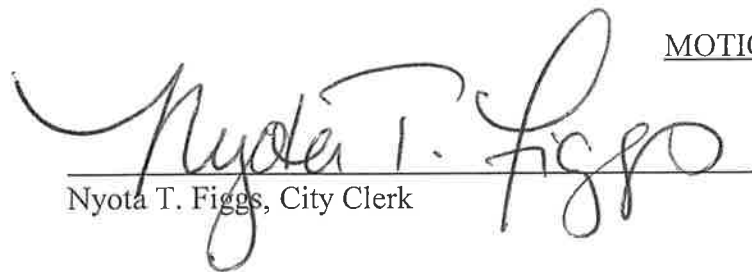
Encourage motorists to drive slow

Alderman Collins encourages motorists to slow down especially during the summer months and watch children in the neighborhood.

ADJOURNMENT

Adjournment was at 7:54 p.m. on a motion made by Alderman Manousopoulos and seconded by Alderman Munda.

MOTION CARRIED


Nyota T. Figgs, City Clerk

/rb