

CITY OF WARRENVILLE, ILLINOIS

ORDINANCE NO. 2721

**ORDINANCE AUTHORIZING AGGREGATION  
OF ELECTRICAL LOAD AND ADOPTING  
AN ELECTRICAL AGGREGATION  
PLAN OF OPERATION AND GOVERNANCE**

**Recitals**

1. Recently, the Illinois Power Agency Act, Chapter 20, Illinois Compiled Statutes, Act 3855, added Section 1-92 entitled Aggregation of Electrical Load by Municipalities and Counties (hereinafter referred to as the "Act").

2. Under the Act, the City may operate the aggregation program under the Act 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.

3. The City submitted the question in a referendum on March 20, 2012, and a majority of the electors voting on the question voted in the affirmative.

4. The corporate authorities hereby find that it is in the best interest of the City to operate the aggregation program under the act as an opt-out program and to implement the program according to the terms of the Act.

5. The Act requires that prior to the implementation of an opt-out electrical aggregation program by the City, the City must adopt an electrical power aggregation plan of operation and governance and hold not less than two public hearings.

6. The City held the required Public Hearings for the Electrical Power Aggregation Plan of Operation and Governance on May 14, 2012 and May 21, 2012, and provided the required public notice.

**BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WARRENVILLE, DuPAGE COUNTY, ILLINOIS, AS FOLLOWS:**

**Section One:** The Corporate Authorities of the City find that the recitals set forth above are true and correct.

**Section Two:** The Corporate Authorities of the City find and determine that it is in the best interests of the City to operate the electrical aggregation program under the Act as an opt-out program.

**Section Three:**

A. The Corporate Authorities of the City hereby are 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 Corporate Authorities of the City are granted the authority to exercise such authority jointly with any other municipality or county and, in combination with two or more municipalities or counties, may initiate a process jointly to authorize aggregation by a majority vote of each particular municipality or county as required by the Act.

C. The Aggregation Program for the City shall operate as an opt-out program for residential and small commercial retail customers.

D. The Aggregation Program shall be approved by a majority of the members of the Corporate Authority of the City.

E. The Corporate Authorities of the City with the assistance from the Illinois Power Agency shall develop a Plan of Operation and Governance for the Aggregation Program and shall conduct such public hearings and provide such public notice as required under the Act. The Load Aggregation Plan shall provide for universal access to all applicable residential customers and equitable treatment of applicable residential customers, shall describe demand management and energy efficiency services to be provided to each class of customers and shall meet any requirements established by law concerning aggregated service offered pursuant to the Act.

F. 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. The disclosure and information provided to the customers shall comply with the requirements of the Act.

G. The electrical aggregation shall occur automatically for each person owning, occupying, controlling, or using an electrical load center proposed to be aggregated in the corporate limits of the City, subject to a right to opt-out of the program as described under this ordinance and the Act.

H. The Corporate Authorities hereby grant the Mayor in writing the specific authority to execute a contract without further action by the Corporate Authorities and with the authority to bind the City.

Section Four: The Corporate Authorities hereby adopt the Electrical Power Aggregation Plan of Operation and Governance as set forth in Exhibit "A" attached hereto and made a part hereof as if fully set forth by this reference.

Section Five: This ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form as provided by law.

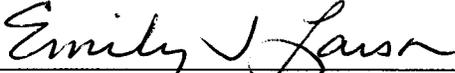
PASSED by the Mayor and the City Council of the City of Warrenville, DuPage County, Illinois, on the 21st day of May, 2012, and deposited and filed in the office of the City Clerk in said City on that date pursuant to roll call vote as follows:

Elected Aldermen:

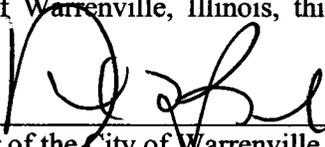
Ayes: Aldermen Aschauer, Leonard, Wiesbrock, Bevier, Wilson,  
Goodman, and Weidner

Nays: None

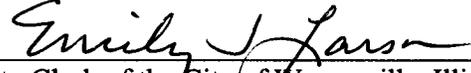
Absent: Ald. Barry

  
\_\_\_\_\_  
City Clerk of the City of Warrenville, Illinois

APPROVED by the Mayor of the City of Warrenville, Illinois, this 21st day of May, 2012.

  
\_\_\_\_\_  
Mayor of the City of Warrenville, Illinois

ATTEST:

  
\_\_\_\_\_  
City Clerk of the City of Warrenville, Illinois

Published in pamphlet form this 31st day of May, 2012.

Exhibit A



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

# **CITY OF WARRENVILLE**

## **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 City 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 may be 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 opportunity to benefit from 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 Warrenville Aggregation Program combines the electric loads of residential and small commercial retail customers to form a buying group ("Aggregation Group"). The City of Warrenville ("City") will act as purchasing agent for the Aggregation Group. Therefore, Warrenville will be a Municipal or Governmental Aggregator, as described by Illinois law and the rules established by authorized agencies, and shall act to facilitate an Aggregation Program for the Members of the Aggregation Group.

#### **II. PROCESS**

On March 20, 2012, in accordance with the requirements of the Act, Warrenville voters approved a referendum to operate an Aggregation Program as an "opt-out" program. Under the opt-out program, all Commonwealth Edison ("ComEd") residential and small commercial retail customers in the City 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 City duly passed Ordinance 2684 which authorized submitting to the City's electorate the determination whether or not the Aggregation Program shall operate as an opt-out program. Following the approval of the referendum by the electorate, the City passed Ordinance number 2721 on 5-21, 2012 authorizing the City to aggregate

electric loads for residential and small commercial retail customers in the City and implement an opt-out program.

In addition to passing the required ordinances by the Corporate Authorities, the City will also be required to comply with various rules and regulations established by authorized agencies of the State of Illinois. The City shall promptly file any application and comply with any applicable rules and regulations that may be required by Illinois law for certification as a Municipal Aggregator and to operate the Aggregation Program under the Act. As required by the Act, the Corporate Authorities developed and approved this Aggregation Plan of Operation and Governance ("Plan"). Before adopting this Plan and as required by the Act, the Corporate Authorities duly published a notice in the *Dailey Herald*, a newspaper of general circulation in the City, of public hearings to be held on May 14, 2012 at 7:00 p.m. and on May 21, 2012 at 7:00 p.m. The public hearings were held by the Corporate Authorities at City Hall and provided the residents of the City 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 City upon approval of this Plan according to the opt-out disclosure program developed by the City. 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 City may select a Retail Electric Supplier ("RES") to provide the electric power for the Warrenville Aggregation Program according to the terms of a written service agreement entered into by and between the RES and the City. By majority vote of the Corporate Authorities, the City may determine not to enter into a service agreement with any RES 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 RES, Commonwealth Edison will continue to provide and service delivery of the electricity purchased from the RES, and metering, repairs and emergency service shall continue to be provided by Commonwealth Edison. The Corporate Authorities have determined that each participant in the Aggregation Group shall receive a single monthly bill from Commonwealth Edison under applicable tariffs.

### III. DEFINITIONS

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

"Aggregation Group" shall mean all the residential and small commercial retail customers of ComEd in the corporate limits of the City 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 City of Warrenville, as a Municipal Aggregator under the Act, to provide ComEd residential and small commercial retail customers in the City with retail electric generation services.

"Electric Generation Services" refers only to the power generation component of a customer's bill. Other charges, such as electrical power transmission and distribution charges, shall not be affected by the Program.

"Municipal Aggregator" means the City operating an Aggregation Program under the legislative authority granted the City to act as an aggregator to provide a competitive retail electric generation service to residential and small commercial retail customers of ComEd in the City. 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 Program for competitive retail electric generation services and a member of the Aggregation Group.

"Power Service Agreement" means an agreement between the City and a Retail Electrical Supplier to provide electric generation services to the Member for a specified period of time under the Program.

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

#### IV. BID PROCESS AND QUALIFICATIONS

A. The City shall use a bid process to select an RES for the Program. The RES selected for the Program shall meet, at a minimum, the following qualifications:

- 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 any applicable 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 City 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 City and the Aggregation Group.

- Maintain the marketing ability to reach all ComEd residential and small commercial retail customers in the City 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 City's Aggregation Program.
- Agree in a binding written agreement between the City and the RES to hold the City financially harmless and fully indemnifying the City 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 City.
- Have the binding authority (to the satisfaction of legal counsel for the City) to execute the Power Service Agreement with the City and be fully bound by all of its terms and conditions.
- Assist the City 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 City in developing a Consumer Education Plan.
- Provide for universal access to all applicable residential customers and equitable treatment of applicable residential customers.
- Describe demand management and energy efficiency services to be provided to each class of customers.
- Meet any requirements established by law concerning aggregated service offered pursuant to 20 ILCS 3855/1-92.
- Provide renewable energy consistent with Renewable Energy Portfolio Standards, to the extent required by law.

B. The City may elect to hold an individual bid or participate in a group bid. If the City elects to participate in a group bid, the City may use the Northern Illinois Municipal Electric Collaborative Inc. ("NIMEC") to assist with the group bid. The City shall not delegate any signing authority to NIMEC or other entity, but shall make its own decision to accept or reject their individual bid resulting from the group bid. Suppliers shall present individual bids to each community participating in the bid group. NIMEC shall 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 shall then recommend that each City accept the bid winner's individual bid for the City. The City shall then decide to accept or reject their individual bid. Whether or not each community participating in the bid accepts or rejects their individual bid shall have no impact upon the individual bids of the other communities.

C. The bid shall include a price for a specific delivery period.

V. OPERATIONAL PLAN:

A. Aggregation Services

1. The RES 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 optout without penalty. For the purposes of an audit by the City, the RES shall provide the City, upon request, an electronic file containing the Members usage, charges for retail supply service and such other information reasonably requested by the City.

2. **Database:** The RES shall create and maintain a secure database of all Members. The database shall include the name, address, Commonwealth Edison account number, and RES's 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 shall be updated at least quarterly. Accordingly, the RES shall 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 City, or (iv) move into the City 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 RES shall 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 City at any time the City requests it.
3. **Member Education:** The RES shall develop and implement, with the assistance of the City, as the City 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 City and the Aggregation Group. In addition, the RES shall provide updates and disclosures mandated by Illinois law and applicable rules and regulations, and implement a process to allow any Member the opportunity to opt out of the Aggregation Program according to the terms of the Power Service Agreement. See Appendix A for further details.
4. **Customer Service:** The RES 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 shall include a description of how telephone inquiries shall be handled, either internally or externally, how invoices shall be prepared, how Members may remit remittance payment, and how collection of delinquent accounts shall be addressed. The foregoing terms shall be included in the Power Service Agreement.
5. **Billing:** Commonwealth Edison shall provide a monthly billing statement to each Member which shall include the charges of the RES, and the RES shall not charge any additional administrative fee.
6. **Compliance Process:** The RES shall develop internal controls and processes to ensure that the City remains in good standing as a Municipal Aggregator and ensure that the City and the Program complies with the Act and all applicable laws, rules and regulations, as they may be amended from time to time. It shall be the RES's responsibility to timely deliver reports at the request of the City that shall 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 City; (iii) comparison of the Members' charge for the supply of electricity from one designated period to another identified by the City. The RES shall also develop a process to monitor and shall promptly notify the City 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 City that do not opt-out of the Aggregation Program shall be enrolled automatically in the Aggregation Program by the RES. Members of the Aggregation Group shall not be asked to take affirmative steps to be included in the Aggregation Group. To the extent that ComEd requires notification of participation, the RES shall provide such notice to ComEd. The RES shall inform ComEd from time to time through electronic means any new members that it is enrolling into the Aggregation Group.

#### B. Power Service Agreement

The Corporate Authorities of the City and the RES shall duly execute and enter into a Power Service Agreement to serve the Aggregation Group.

#### C. Activation of Service

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

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

The Power Service Agreement with the RES shall provide when service shall begin and end. If the Power Supply Agreement is extended or renewed, Members shall 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 shall be given an opportunity to opt into or out of the Program, and reasonable notice shall be provided as required by the Act or any applicable law. Members who opt-out shall also be notified of their right to select an alternate retail electric supplier and of their ability to return to ComEd provided supply service.

#### E. Termination of Service

In the event that any Power Service Agreement is terminated for any reason prior to the end of the scheduled term, each Member of the Aggregation Group shall 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 shall be notified in a manner determined by the City and any applicable law, prior to the end of any service. Members shall 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.

#### F. Opt-In Procedures

ComEd residential and small commercial retail customers shall be automatically enrolled in the Aggregation Program after any opt-out period has expired, unless they timely call the RES's 800 number and/or return in writing a form to be provided notifying the RES that they do not want to participate in the Aggregation Program. The RES may provide special notice directly to categories of ComEd customers as the City 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 RES. ComEd residential and small commercial retail customers in the City may request to join the Aggregation Group after the expiration of any enrollment period by contacting the RES, who shall accept them into the Aggregation Program, subject to written policies mutually agreed upon between the City and the RES in the Power Service 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 City shall continue as a Member of the Aggregation Group.

#### G. Opt-out Procedures

ComEd residential and small commercial retail customers in the City may opt out of the Aggregation Program at any time during the opt-out period. Under the Power Service Agreement, RES may or may not charge an early termination fee. Members of the Aggregation Group shall 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 Service Agreement. Requirements for notification of intent to opt-out of the Aggregation Group shall be set forth in the Power Service Agreement. Consumers who opt-out of the Aggregation Group shall 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 City or the RES if so provided in the Power Service Agreement, to fully inform residential and small commercial retail customers in the City 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 City, a list of all supply options available to them in a format that allows comparison of prices and products.

**VI. MISCELLANEOUS GOVERNANCE GUIDELINES**

- A. The Corporate Authorities of the City shall approve by 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 City shall contract with a RES certified by the Illinois Commerce Commission (ICC) for the provision of Competitive Retail Electric Service to the Aggregation Group.
- C. The Corporate Authorities of the City shall require any RES 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 City shall require the RES to maintain either a toll-free telephone number, or a telephone number that is local to the Members.

**VII. LIABILITY**

THE CITY 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 CITY OR THE RES. PARTICIPANTS OR MEMBERS IN THE AGGREGATION GROUP SHALL ASSERT ANY SUCH CLAIMS SOLELY AGAINST THE RES PURSUANT TO THE POWER SUPPLY AGREEMENT, UNDER WHICH SUCH PARTICIPANTS ARE EXPRESS THIRD-PARTY BENEFICIARIES.

**VIII. INFORMATION AND COMPLAINT NUMBERS**

Copies of this Plan shall be available from the City of Warrenville and the Warrenville Public Library as well as online at [www.warrenville.il.us](http://www.warrenville.il.us) under Forms & Documents. Members and residential and small commercial retail customers of ComEd may call Warrenville City Hall at (630) 393-9427 for a copy of the Plan or for more information.

**Appendix A - Education Process**

The RES shall develop the educational program in conjunction with the City. Its purpose shall 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 City shall 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 RES shall cooperate with the City to provide opportunities for educating residential and small commercial retail ComEd customers in the City about the Program and their rights under the applicable law and rules and regulations. In addition, the RES and City shall cooperate to provide education about opportunities for energy efficiency measures to help Members reduce energy consumption.
3. The RES shall provide updates and disclosures to the City and Members as mandated by State law and applicable rules and regulations as amended from time to time.

[DATE]

Dear City of Warrenville Resident,

City of Warrenville is providing you the opportunity to join other residents to save money on the electricity you use. Savings are possible through governmental aggregation, where City 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. City of Warrenville voters approved this program in March, 2012.

After researching competitive electricity pricing options for you, we have chosen [name of RES] to provide you with savings on your electric generation through May 2013. 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, and 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 City of Warrenville'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 \_\_\_\_\_, 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 year 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 [name of RES] 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 [name of RES] as your electric generation RES. As required by law, this letter will inform you of your option to rescind your enrollment with [name of RES] with adequate notice prior to the scheduled switch. To remain in the City'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 [name of RES]. You will continue to receive a single, easy-to-read bill from your local electric utility with your [name of RES] charges included. The only thing you'll notice is savings.

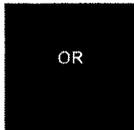
If you have any questions, please call [name of RES] toll-free at \_\_\_\_\_, Monday through Friday, 8 a.m. to 5 p.m.

Sincerely,

City of Warrenville

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 City'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: \_\_\_\_\_

**Attachment 1 – Fixed Price Cost of Electricity****RESIDENTIAL (Dollars/kWh) No Civic Contribution**

<b>Additional Renewable</b>	<b>12 Months</b>	<b>24 Months</b>	<b>36 Months</b>
<b>0%</b>	<b>0.05050</b>	<b>0.05488</b>	<b>0.06377</b>
<b>10%</b>	<b>0.05061</b>	<b>0.05099</b>	<b>0.06388</b>
<b>50%</b>	<b>0.05103</b>	<b>0.05544</b>	<b>0.06435</b>
<b>100%</b>	<b>0.05156</b>	<b>0.05600</b>	<b>0.06495</b>

**SMALL COMMERCIAL (Cents/kWh) No Civic Contribution**

<b>Additional Renewable</b>	<b>12 Months</b>	<b>24 Months</b>	<b>36 Months</b>
<b>0%</b>	<b>0.04724</b>	<b>0.05113</b>	<b>0.05854</b>
<b>10%</b>	<b>0.04734</b>	<b>0.05124</b>	<b>0.05866</b>
<b>50%</b>	<b>0.04777</b>	<b>0.05169</b>	<b>0.05914</b>
<b>100%</b>	<b>0.04829</b>	<b>0.05226</b>	<b>0.05973</b>

SAMPLE

Pricing	on Fee	Ownership	Guaranty	Rate	Contrib	Total	Aggregation	Illinois	Credit	Rtg	Call Center	Power Sources
Early Termination							Munis/accts	Aggregations	(Moody)			

ComEd: 7.73

Supplier #1  
 1: 4.64 Wholly owned Direct Res'l in (6) 25,700 Overseas, Coal: 48%  
 2: 4.84 subsidiary of IL, CT and PA accts Nuclear: 35%  
 3: 5.23 Centrica PLC Total Served: 570,000 Total in IL: NO A3/A and Nat Gas: 13%  
 65,000 Canada Other: 4%

Supplier #2  
 1: 5.29 Gas in Ohio. Gas in Ohio. Coal: 47%  
 2: 5.89 d/b/a NICOR Electric in Ohio Electric in Ohio Nuclear: 35%  
 3: 6.99 Total Served: 670,000 Total Served: (7) 25,000 None YES Baa2/A- Pittsburg Nat Gas: 14%  
 Other: 4%

Supplier #3  
 1: 4.69 FirstEnergy Solutions 1,400,000 residential and Extensive 6 municipalities YES Baaa2/BBB- Ohio Coal: 47%  
 2: 4.92 Corp., is the \$25 competitive small (over 400) in Illinois Nat Gas: 14%  
 3: 5.44 subsidiary of FirstEnergy commercial accounts Other: 4%

Supplier #4  
 1: 4.979 Total in IL: Ohio: 46,000 Coal: 55%  
 2: 5.488 \$50 (Gas) (5): 38,000 Nuclear: 29%  
 3: 6.395 Michigan Nat Gas: 12%  
 Other: 4%

Supplier #5  
 1: 5.485 Parent Company: DPL DPL: 8 Coal: 58%  
 2: 5.794 Energy 500,000 res'l parent: communities 8 no. shore Nuclear: 26%  
 3: 6.56 Resources, (custom offer) YES 500,000 res'l cust's. in Ohio (70,000) YES Ba1/BBB- PA Nat Gas: 13%  
 Inc. (12,800) YES Ba1/BBB- Other: 3%

SAMPLE

Supplier #6  
 1: 5.35 Privately owned YES (one year only) None None YES  
 2: 5.788 None None None None YES  
 3: 6.377 None None None None YES  
 Coal: 44%  
 Nuclear: 37%  
 Nat Gas: 14%  
 Other: 5%

Supplier #7  
 1: 4.92 Wholly Owned YES: subject to the term.  
 2: 5.375 \$50 YES 30,000 (gas) Gas: 4 Ohio  
 3: 6.59 Exelon Energy term.  
 Coal: 51%  
 Nuclear: 28%  
 Nat Gas: 16%  
 Other: 4%

Supplier #8  
 1: 4.673 privately owned. Will offer bond YES YES Illinois Experience One  
 2: 4.922 \$50 YES YES YES Illinois Experience One  
 3: 5.296 offer bond YES YES YES Illinois Experience One  
 Coal: 48%  
 Nuclear: 35%  
 Nat Gas: 12%  
 Other: 5%