

Attached is the agenda packet for the March 6th, 2023 Board Meeting. For those of you with Drop Box, the file will be placed in the Drop Box Folder.

**The Village Board meeting will begin at 7:00 PM. With the new Village Board meeting format, all discussions and business will occur at the Village Board meeting. After consideration of the meeting minutes and accounts payable, the meeting will proceed to new and old business.**

Please contact the Mayor if you have any questions or if you wish to attend the meeting electronically.

James McDonald, Mayor  
Mary Konrad, Clerk  
Stacy Michael, Treasurer



Trustees:  
Allena Barbato  
Jake Cramond  
Karen Harms  
Jeff Nielsen  
Tom O'Reilly  
Doug Savell

**VILLAGE BOARD AGENDA**

**VILLAGE OF LAKE VILLA**

**March 6, 2023**

**7:00 pm**

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comment
5. Approval of the Minutes of February 21, 2023
6. Accounts Payable – March 6, 2023
7. Mayor
8. Village Board Reports
9. Staff Reports
10. New Business
  - a. Discussion: NIMEC Electric Aggregation Program
  - b. Discussion: Zoning updates relative to Lake Villa Comprehensive Plan.
  - c. Ordinance No. 2023-03-01: An Ordinance Amending the Village of Lake Villa Official Zoning Map Relative to the Properties Located at 0 Cedar Avenue and 209 Cedar Avenue
  - d. Ordinance No. 2023-03-02: An Ordinance Approving the Village's Participation in the Illinois Public Works Mutual Aid Network (IPWMAN)
11. Executive Session
12. Old Business
13. Adjournment

James McDonald, Mayor  
Mary Konrad, Clerk  
Stacy Michael, Treasurer



Trustees:  
Allena Barbato  
Jake Cramond  
Karen Harms  
Jeff Nielsen  
Tom O'Reilly  
Doug Savell

**DATE:** March 1, 2023  
**TO:** Village Board of Trustees  
**FROM:** Michael Strong  
Village Administrator  
**RE:** Agenda Transmittal

**New Business**

**a. Discussion: NIMEC Electric Aggregation Program**

Staff Contact: Michael Strong, Village Administrator

The Village Board will hear a presentation relative to the potential restart of a Village-wide Municipal Aggregation Program that could offer a financial savings opportunity to residents who chose to participate in the program. Current electricity rates have dropped opening the door for energy supply savings to municipalities who have established aggregation programs. Adam Hoover, with NIMEC, the Village's Municipal Electricity Aggregation Program Consultant, will be in attendance to answer questions and discuss this opportunity. Village Staff will be seeking direction from the Board on whether to proceed with soliciting formal bids and renewing its program for residents. Further information is attached below.

*Suggested Motion: No formal action is requested, but consensus will be sought from the Village Board on whether to proceed with restarting the municipal aggregation program*

**b. Discussion: Zoning updates relative to Lake Villa Comprehensive Plan**

Staff Contact: Michael Strong, Village Administrator

The Village Board adopted the Village's first Comprehensive Plan in January 2022 which lays the foundation for zoning and future land use planning within the Village. The Comprehensive Plan sets forth broad and ambitious goals relative to housing, economic development, transportation and future land use throughout the Village.

As part of the Plan's implementation, Teska & Associates, the Village's land planner, has been working on updating both current and future land use zoning maps and converting them to more flexible Geographic Information System (GIS) maps to enhance both their accuracy and functionality. Per the attached memorandum that has been prepared by Teska, there are approximately two dozen properties within the Village which are actually zoned under multiple districts. Since there are varying bulk standard and zoning requirements between residential districts, future issues could arise if owners choose to redevelop, add on to their residence, or consider adding new uses or accessory structures to their property.

As outlined in the attached memorandum, Village Staff will be seeking direction from the Village Board on potential approaches that could be taken to assign these parcels to a single zoning district in the future.

*Suggested Motion: No formal action is requested, but consensus will be sought from the Village Board on whether to proceed with a Zoning Code Text Amendment process*

**c. Ordinance No. 2023-03-01: An Ordinance Amending the Village of Lake Villa Official Zoning Map Relative to the Properties Located at 0 Cedar Avenue and 209 Cedar Avenue**

Staff Contact: Michael Strong, Village Administrator

In 2019, the Village Board approved Ordinances 2019-08-03 and 2019-09-02 authorizing the acquisition of real estate within the Village's Central Business District, specifically the properties located at 201 Cedar Avenue, 205 Cedar Avenue and 209 Cedar Avenue (Subject Properties). These properties had existing residential homes which were later demolished and reseeded to be prepared for future commercial redevelopment purposes. However, while 201 and 205 Cedar Avenue are zoned Central Business District (CBD), the properties located at 209 Cedar Avenue and 0 Cedar Avenue are currently zoned Residential (R2).

Over the past few months, Village Staff has been reviewing various Village-owned parcels adjacent to the downtown core in the context of the Comprehensive Plan and has identified the Subject Properties as having inconsistent zoning with their future land use designation. Since the Village's Zoning Code sets forth regulations and requirements for how properties can be used and developed, single zoning of these properties will aid in the Village's ability to market them for future redevelopment.

Consistent with the Zoning Code requirements, the Zoning Board of Appeals held a public hearing on February 21, 2023, to consider a rezoning of the subject properties from R2 to CBD. After discussion and deliberation, the Zoning Board of Appeals

voted in favor of recommending the rezoning by a vote of 5-0. An Ordinance, which includes the ZBA's findings of fact, is attached for Village Board consideration approving the rezoning recommendation.

Suggested Motion: *Motion to approve Ordinance 2023-03-01 Amending the Village of Lake Villa Official Zoning Map Relative to the Properties Located at 0 Cedar Avenue and 209 Cedar Avenue*

**d. Ordinance No. 2023-03-02: An Ordinance Approving the Village's Participation in the Illinois Public Works Mutual Aid Network (IPWMAN)**

Staff Contact: Ryan Horton, Superintendent of Public Works

Pursuant to discussion that took place with the Village Board during its regular meeting on February 7, 2023, Village Staff has prepared an Ordinance for Village Board consideration relative to participation in the Illinois Public Works Mutual Aid Network (IPWMAN). The Ordinance authorizes the Village to execute an Intergovernmental Agreement with the network to participate in the program.

Suggested Motion: *Motion to approve Ordinance 2023-03-02 Authorizing Execution of the Illinois Public Works Mutual Aid Network Agreement*

**VILLAGE OF LAKE VILLA  
VILLAGE BOARD  
REGULAR MEETING  
February 21<sup>st</sup>, 2023**

**Call to Order:** Mayor McDonald called the meeting to at 7:00 p.m.

**Present:** Mayor McDonald, Clerk Konrad, Trustees: Harms, Nielsen, Barbato, O'Reilly, and Cramond, Administrative Services Director Stacy Michael, Police Chief Rochelle Tisiani, Public Works Supervisors Ryan Horton and Jim Bowles Village Attorney Rebecca Alexopolus. Trustee Savell was absent

**ROLL CALL VOTE WAS:**

**AYES: 5 (Harms, Nielsen, Barbato, O'Reilly, Cramond)**

**NAYS: 0**

**ABSENT: 1 (Savell)**

**ABSTAIN: 0**

**MOTION CARRIED**

**Public Comment:** None

**Minutes:** It was moved by Trustee Harms and seconded by Trustee Nielsen to approve the February 7<sup>th</sup>, 2023 Village Board meeting minutes.

**ROLL CALL VOTE WAS:**

**AYES: 5 (Harms, Nielsen, Barbato, O'Reilly, Cramond)**

**NAYS: 0**

**ABSENT: 1 (Savell)**

**ABSTAIN: 0**

**MOTION CARRIED**

**Finance:** It was moved by Trustee Nielsen and seconded by Trustee O'Reilly to approve the Accounts Payable Report for February 21<sup>st</sup>. 2023 in the amount of \$341,631.81

**ROLL CALL VOTE WAS:**

**AYES: 5 (Harms, Nielsen, Barbato, O'Reilly, Cramond)**

**NAYS: 0**

**ABSENT: 1 (Savell)**

**ABSTAIN: 0**

**MOTION CARRIED**

**Mayor:** The St. Patrick's Day Parade will be held on March 11<sup>th</sup> at noon. Palombi School will be the staging area. Corn Beef and Cabbage will follow at the VFW. The Easter Egg Hunt will be held April 1<sup>st</sup>, 2023

**New Business:** The Village Board reviewed and conferred recommendations from the Planning Board reference the Redwood Subdivision, complying with all requests made by Planning Board as part of preliminary approval for development.

It was moved by Trustee O'Reilly and seconded by Trustee Cramond to Approve Ordinance No. 2023-02-03 Granting Preliminary Approval of a Request for Rezoning and a Conditional Use Permit for the Proposed Redwood Planned Development.

**ROLL CALL VOTE WAS:**

**AYES: 5 (Harms, Nielsen, Barbato, O'Reilly, Cramond)**

**NAYS: 0**

**ABSENT: 1 (Savell)**

**ABSTAIN: 0**

**MOTION CARRIED**

*Executive*

*Session:* None

*Adjournment:* It was moved by Trustee Nielsen and seconded by Trustee Cramond to adjourn at 7:19 pm.

*APPROVED BY ME THIS \_\_\_\_\_ March, 2023*

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*JAMES MCDONALD, MAYOR*

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*MARY KONRAD, CLERK*

User: CDENZEL

EXP CHECK RUN DATES 02/22/2023 - 03/06/2023

DB: Lake Villa

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: ACELIB ACE HARDWARE LIBERTYVILLE		
BANK CODE: 40208		
61234/A	BRASS KEY	14.36
61161/A	BELT RUBBER BISSEL	14.58
TOTAL BANK CODE: 40208		28.94
TOTAL VENDOR ACELIB ACE HARDWARE LIBERTYVILLE		28.94
VENDOR CODE: ADORAMA ADORAMA		
BANK CODE: 40208		
30648923-1	NIKON BATTERIES	448.55
TOTAL BANK CODE: 40208		448.55
TOTAL VENDOR ADORAMA ADORAMA		448.55
VENDOR CODE: AEP ENERGY AEP ENERGY		
BANK CODE: 40208		
03012023-3984	0 IL83 TFLT RT/25	23.59
03012023-3995	LITE RT/25 683 BLAZING STAR DR	49.74
TOTAL BANK CODE: 40208		73.33
TOTAL VENDOR AEP ENERGY AEP ENERGY		73.33
VENDOR CODE: ANTAUT ANTIOCH AUTO PARTS		
BANK CODE: 40208		
267675	OIL FILTER	55.75
265675	HYDRAULIC OIL	279.12
267340	YELLOW DEF FLUID	47.31
270258	TRUCK #5	10.45
270116	OIL FILTER	4.97
TOTAL BANK CODE: 40208		397.60
TOTAL VENDOR ANTAUT ANTIOCH AUTO PARTS		397.60
VENDOR CODE: APPMEC APPLE MECHANICAL INC		
BANK CODE: 40208		
34968	WATER WELL 5- REZNOR HEATER	290.00
TOTAL BANK CODE: 40208		290.00
TOTAL VENDOR APPMEC APPLE MECHANICAL INC		290.00
VENDOR CODE: APPTEC APPLIED TECHNOLOGIES		
BANK CODE: 40208		
36139	2022 LAKE VILLA GENERAL SERVICES	7,196.00
TOTAL BANK CODE: 40208		7,196.00
TOTAL VENDOR APPTEC APPLIED TECHNOLOGIES		7,196.00
VENDOR CODE: AUTJET AUTO-JET MUFFLER CORP.		

User: CDENZEL

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: AUTJET AUTO-JET MUFFLER CORP.		
BANK CODE: 40208		
492789	TRUCK #5 & TRUCK #9	841.98
TOTAL BANK CODE: 40208		841.98
TOTAL VENDOR AUTJET AUTO-JET MUFFLER CORP.		841.98
VENDOR CODE: BLUCRO BLUE CROSS/BLUE SHIELD		
BANK CODE: 40208		
03032023	BCBS FEBRUARY 2023 COVERAGE	43,022.72
TOTAL BANK CODE: 40208		43,022.72
TOTAL VENDOR BLUCRO BLUE CROSS/BLUE SHIELD		43,022.72
VENDOR CODE: BROINC BROWNELLS, INC.		
BANK CODE: 40208		
2023410132085	SUPPLIES	122.32
TOTAL BANK CODE: 40208		122.32
TOTAL VENDOR BROINC BROWNELLS, INC.		122.32
VENDOR CODE: CASH CASH		
BANK CODE: 40208		
12302022-DUNKIN	DONUTS	16.11
12302022-AWC	WINDOW CLEANING- DECEMBER	21.00
01172023-USPS	USPS POSTAGE	3.28
02092023-NSWWA	NSWWA LUNCH	25.00
02242022-DOLLAR GEN	DOLLAR GENERAL- 2PC SINK DRIER SET	8.00
03032023- STPATS	ST. PATRICK'S DAY LUNCHEON	500.00
TOTAL BANK CODE: 40208		573.39
TOTAL VENDOR CASH CASH		573.39
VENDOR CODE: CENLCJAWA CENTRAL LAKE COUNTY JAWA		
BANK CODE: 40208		
0201-0228	FEBRUARY 2023	44,465.88
TOTAL BANK CODE: 40208		44,465.88
TOTAL VENDOR CENLCJAWA CENTRAL LAKE COUNTY JAWA		44,465.88
VENDOR CODE: COMCAB COMCAST CABLE		
BANK CODE: 40208		
02232023-2963	222 OAK KNOLL DR OFC 2	91.90
02232023-2955	222 OAK KNOLL DR OFC	91.90
TOTAL BANK CODE: 40208		183.80
TOTAL VENDOR COMCAB COMCAST CABLE		183.80
VENDOR CODE: COMED COMED		

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: COMED COMED		
BANK CODE: 40208		
02232023-3203	TFLT, METERED 0 RT 83	42.13
02232023-4047	222 OAK KNOLL DR- UNIT A	1,987.05
TOTAL BANK CODE: 40208		2,029.18
TOTAL VENDOR COMED COMED		2,029.18
VENDOR CODE: CONF S CONSERV FS, INC.		
BANK CODE: 40208		
65151218	50 LB BAGS OIL DRI/ INFERNAMLEMT MELT BU	247.54
65151245	55 GAL INDUSTRIAL OIL	653.40
102025161	748.100 GAL UNL GAS	2,330.33
TOTAL BANK CODE: 40208		3,231.27
TOTAL VENDOR CONF S CONSERV FS, INC.		3,231.27
VENDOR CODE: DEKCOM DEKIND COMPUTER CONSULTANTS		
BANK CODE: 40208		
35401	OVERTIME HRS FOR FEBRUARY 2023	616.25
35332	MONTHLY SERVICE FOR APRIL 2023	1,400.00
35205	WORKSTATION/ HARDWARE FOR MECHANIC	2,899.93
TOTAL BANK CODE: 40208		4,916.18
TOTAL VENDOR DEKCOM DEKIND COMPUTER CONSULTANTS		4,916.18
VENDOR CODE: DYNENE DYNEGY ENERGY SERVICES		
BANK CODE: 40208		
306942723021	ELECTRIC SUPPLIER -FEBRUARY 2023	6,894.42
TOTAL BANK CODE: 40208		6,894.42
TOTAL VENDOR DYNENE DYNEGY ENERGY SERVICES		6,894.42
VENDOR CODE: EGOV EGOV STRATEGIES		
BANK CODE: 40208		
INV-17996	ANNUAL LICENSE	600.00
TOTAL BANK CODE: 40208		600.00
TOTAL VENDOR EGOV EGOV STRATEGIES		600.00
VENDOR CODE: ERILIN ERIK LINDBERG		
BANK CODE: 40208		
02172023-511	UNIFORM ALLOWANCE- ERIK LINDBERG	133.06
TOTAL BANK CODE: 40208		133.06
TOTAL VENDOR ERILIN ERIK LINDBERG		133.06
VENDOR CODE: EVOWAT EVOQUA WATER TECHNOLOGIES LLC		
BANK CODE: 40208		

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: EVOWAT EVOQUA WATER TECHNOLOGIES LLC		
BANK CODE: 40208		
905734042	BIOXIDE/ SEWER CHEMICALS	8,347.50
TOTAL BANK CODE: 40208		8,347.50
TOTAL VENDOR EVOWAT EVOQUA WATER TECHNOLOGIES LLC		8,347.50
VENDOR CODE: GALL'S GALL'S, LLC		
BANK CODE: 40208		
023538421	UNIFORM ALLOWANCE- ROBIN GESINSKI	79.60
023490615	UNIFORM ALLOWANCE- ERIK LINDBERG	31.45
023490614	UNIFORM ALLOWANCE- ERIK LINDBERG	67.60
TOTAL BANK CODE: 40208		178.65
TOTAL VENDOR GALL'S GALL'S, LLC		178.65
VENDOR CODE: GAMI MICHAEL GARDINER		
BANK CODE: 40208		
0221-23	TRAINING/TRAVEL REIMBURSEMENT	313.28
TOTAL BANK CODE: 40208		313.28
TOTAL VENDOR GAMI MICHAEL GARDINER		313.28
VENDOR CODE: GEWHAM GEWALT HAMILTON ASSOCIATES, INC.		
BANK CODE: 40208		
5875.010-4	LAKE VILLA/ GRASS LAKE RD SIDEWALK DESIG	488.75
TOTAL BANK CODE: 40208		488.75
TOTAL VENDOR GEWHAM GEWALT HAMILTON ASSOCIATES, INC		488.75
VENDOR CODE: GILFOR GILLESPIE FORD		
BANK CODE: 40208		
221725	2014 FORD EXPLORER	73.63
TOTAL BANK CODE: 40208		73.63
TOTAL VENDOR GILFOR GILLESPIE FORD		73.63
VENDOR CODE: GRAINGER GRAINGER		
BANK CODE: 40208		
9615876407	SHOP SUPPLIES/ PARK SUPPLIES	268.50
9538104770	CREDIT MEMO #9586878226	(78.10)
TOTAL BANK CODE: 40208		190.40
TOTAL VENDOR GRAINGER GRAINGER		190.40
VENDOR CODE: ICOPS ICOPS		
BANK CODE: 40208		
ICOPS 02232023	PAY PERIOD 02/04-02/17/2023	276.00

User: CDENZEL

EXP CHECK RUN DATES 02/22/2023 - 03/06/2023

DB: Lake Villa

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BOTH OPEN AND PAID

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: ICOPS ICOPS		
BANK CODE: 40208		
	TOTAL BANK CODE: 40208	276.00
	TOTAL VENDOR ICOPS ICOPS	276.00
VENDOR CODE: IMPCOU IMPRESSIONS COUNT		
BANK CODE: 40208		
230124	ZONING SIGNS- 207 CEDAR AVE	105.00
	TOTAL BANK CODE: 40208	105.00
	TOTAL VENDOR IMPCOU IMPRESSIONS COUNT	105.00
VENDOR CODE: JAYSTE JAY-R'S STEEL & WELDING. INC		
BANK CODE: 40208		
18344	ATV SNOW PLOW	132.00
	TOTAL BANK CODE: 40208	132.00
	TOTAL VENDOR JAYSTE JAY-R'S STEEL & WELDING. INC	132.00
VENDOR CODE: JONTAC JON M. TACK, P.E.		
BANK CODE: 40208		
03/01/2023	STARLING SENIOR APARTMENTS	312.50
03012023	PROFESSIONAL ENGINEERING SERVICES FEBRUA	485.25
	TOTAL BANK CODE: 40208	797.75
	TOTAL VENDOR JONTAC JON M. TACK, P.E.	797.75
VENDOR CODE: JWILLER JOHN WILLER		
BANK CODE: 40208		
02172023-511	UNIFORM ALLOWANCE- JOHN WILLER	125.28
	TOTAL BANK CODE: 40208	125.28
	TOTAL VENDOR JWILLER JOHN WILLER	125.28
VENDOR CODE: KIMMID KIMBALL MIDWEST		
BANK CODE: 40208		
100799322	PATCH/ BUFFER/ GREASE/ CLEANER	472.09
	TOTAL BANK CODE: 40208	472.09
	TOTAL VENDOR KIMMID KIMBALL MIDWEST	472.09
VENDOR CODE: LAKVILINV LAKE VILLA INVESTMENT GROUP LLC		
BANK CODE: 40208		
02172023	2021 TIF PAYMENT	3,471.05
	TOTAL BANK CODE: 40208	3,471.05
	TOTAL VENDOR LAKVILINV LAKE VILLA INVESTMENT GROUP	3,471.05

User: CDENZEL

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: LCPUBWKS LAKE COUNTY PUBLIC WORKS		
BANK CODE: 40208		
02232023-UB	SEWER AND SURCHARGE 11/16/2022- 01/16/20	110,673.48
TOTAL BANK CODE: 40208		110,673.48
TOTAL VENDOR LCPUBWKS LAKE COUNTY PUBLIC WORKS		110,673.48
VENDOR CODE: LCTREAS LAKE COUNTY TREASURER		
BANK CODE: 40208		
280207903	JANUARY 2023 BUILDING SERVICES	2,632.65
TOTAL BANK CODE: 40208		2,632.65
TOTAL VENDOR LCTREAS LAKE COUNTY TREASURER		2,632.65
VENDOR CODE: LVPOL LAKE VILLA POLICE PENSION FUND		
BANK CODE: 40208		
LVPOL 02232023	PAY PERIOD 02/04-02/17/2023	5,666.80
TOTAL BANK CODE: 40208		5,666.80
TOTAL VENDOR LVPOL LAKE VILLA POLICE PENSION FUND		5,666.80
VENDOR CODE: MAGHAR MAGEE HARTMAN, P.C.		
BANK CODE: 40208		
FEBRUARY 2023	LEGAL SERVICES RENDERED FOR FEBRUARY 202	2,960.00
TOTAL BANK CODE: 40208		2,960.00
TOTAL VENDOR MAGHAR MAGEE HARTMAN, P.C.		2,960.00
VENDOR CODE: MAJCRA MAJOR CRASH ASSISTANCE TEAM		
BANK CODE: 40208		
02252023	TRAFFIC CRASH RECONSTRUCTION 1/ TRAFFIC	1,295.00
TOTAL BANK CODE: 40208		1,295.00
TOTAL VENDOR MAJCRA MAJOR CRASH ASSISTANCE TEAM		1,295.00
VENDOR CODE: MCCANN MCCANN INDUSTRIES, INC.		
BANK CODE: 40208		
W00306	SKID STEER	5,231.92
TOTAL BANK CODE: 40208		5,231.92
TOTAL VENDOR MCCANN MCCANN INDUSTRIES, INC.		5,231.92
VENDOR CODE: MENANT MENARDS - ANTIOCH		
BANK CODE: 40208		
24849	SHOP SUPPLIES	76.56
24197	BALL PARK BATHROOM	54.87
24202	MANSION SMOKE DETECTOR BATTERY	273.11
24253	SHOP 2 SUPPLIES	19.92
24722	PAINT BRUSH	34.34

User: CDENZEL

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: MENANT MENARDS - ANTIOCH		
BANK CODE: 40208		
24669	SANDING BELTS	26.97
24724	DRILL BIT/ SPADE SET	56.86
25048	METRA SUPPLIES	33.91
25237	CAULK	25.44
25130	WELL HOUSE/ CHEMICAL CONVERSION	29.43
TOTAL BANK CODE: 40208		631.41
TOTAL VENDOR MENANT MENARDS - ANTIOCH		631.41
VENDOR CODE: MIDAGR MIDWEST AGGREGATES		
BANK CODE: 40208		
1850788	COLD MIX UPM	493.20
TOTAL BANK CODE: 40208		493.20
TOTAL VENDOR MIDAGR MIDWEST AGGREGATES		493.20
VENDOR CODE: MIDAMERI MID AMERICAN WATER		
BANK CODE: 40208		
256921W	SEWER SUPPLIES/OAKLAND FORCE MAIN	1,028.80
TOTAL BANK CODE: 40208		1,028.80
TOTAL VENDOR MIDAMERI MID AMERICAN WATER		1,028.80
VENDOR CODE: NACO NACO RETIREMENT SOLUTIONS		
BANK CODE: 40208		
NACO 02232023	PAY PERIOD 02/04-02/17/2023	2,725.38
TOTAL BANK CODE: 40208		2,725.38
TOTAL VENDOR NACO NACO RETIREMENT SOLUTIONS		2,725.38
VENDOR CODE: NCPERS NCPERS GROUP LIFE INSURANCE		
BANK CODE: 40208		
4281032023	LIFE INSURANCE	32.00
TOTAL BANK CODE: 40208		32.00
TOTAL VENDOR NCPERS NCPERS GROUP LIFE INSURANCE		32.00
VENDOR CODE: NORTH NORTHEASTERN ILLINOIS		
BANK CODE: 40208		
319942	BASIC FIELD TRAINING OFFICER- AUSTIN DEM	255.00
TOTAL BANK CODE: 40208		255.00
TOTAL VENDOR NORTH NORTHEASTERN ILLINOIS		255.00
VENDOR CODE: NORTTRU NORTHSHORE TRUCK & EQUIPMENT		
BANK CODE: 40208		
32611	TRUCK # 18	3,936.97

User: CDENZEL

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: NORTTRU NORTHSHORE TRUCK & EQUIPMENT		
BANK CODE: 40208		
	TOTAL BANK CODE: 40208	3,936.97
	TOTAL VENDOR NORTTRU NORTHSHORE TRUCK & EQUIPMENT	3,936.97
VENDOR CODE: PACANASER PACE ANALYTICAL SERVICES, LLC		
BANK CODE: 40208		
I954754	WATER TESTING	579.80
	TOTAL BANK CODE: 40208	579.80
	TOTAL VENDOR PACANASER PACE ANALYTICAL SERVICES, LI	579.80
VENDOR CODE: PADPUB PADDOCK PUBLICATIONS, INC.		
BANK CODE: 40208		
243038	ZONING HEARING NOTICE/ REZONE 0 CEDAR AV	584.20
	TOTAL BANK CODE: 40208	584.20
	TOTAL VENDOR PADPUB PADDOCK PUBLICATIONS, INC.	584.20
VENDOR CODE: PERAUT PERFORMANCE AUTO REPAIR		
BANK CODE: 40208		
000022867	TRUCK #13	73.92
000022809	SQUAD #271	57.18
	TOTAL BANK CODE: 40208	131.10
	TOTAL VENDOR PERAUT PERFORMANCE AUTO REPAIR	131.10
VENDOR CODE: PITBOW PITNEY BOWES GLOBAL FINANCIAL SERVI		
BANK CODE: 40208		
3105951544	POSTAGE MACHINE RENTAL	164.31
	TOTAL BANK CODE: 40208	164.31
	TOTAL VENDOR PITBOW PITNEY BOWES GLOBAL FINANCIAL S	164.31
VENDOR CODE: SIRCHIE SIRCHIE ACQUISITION COMPANY, LLC.		
BANK CODE: 40208		
0580237-IN	PRINT EVIDENCE ENVELOPES	17.54
0578244-IN	SUPPLIES	285.56
	TOTAL BANK CODE: 40208	303.10
	TOTAL VENDOR SIRCHIE SIRCHIE ACQUISITION COMPANY, I	303.10
VENDOR CODE: SONSER SONDAY SERVICES		
BANK CODE: 40208		
LV02212023	FORCE MAIN BREAK -GRASS LAKE RD AND OAKL	750.00
	TOTAL BANK CODE: 40208	750.00

User: CDENZEL

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DB: Lake Villa

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: SONSER SONDAY SERVICES		
	TOTAL VENDOR SONSER SONDAY SERVICES	750.00
VENDOR CODE: STA STANDARD INSURANCE COMPANY		
BANK CODE: 40208		
02232023	MARCH 2023	2,384.97
03012023-VISION	MARCH VISION INSURANCE	91.07
02012023-VISION	FEBRUARY VISION INSURANCE	91.07
01012023-VISION	JANUARY VISION INSURANCE	91.07
	TOTAL BANK CODE: 40208	2,658.18
	TOTAL VENDOR STA STANDARD INSURANCE COMPANY	2,658.18
VENDOR CODE: STREICH STREICHER'S		
BANK CODE: 40208		
I1618590	UNIFORM ALLOWANCE- STEVEN SHEETS	770.00
	TOTAL BANK CODE: 40208	770.00
	TOTAL VENDOR STREICH STREICHER'S	770.00
VENDOR CODE: TESASS TESKA ASSOCIATES, INC.		
BANK CODE: 40208		
13002	REDWOOD DEVELOPMENT REVIEW	1,498.50
13002	STARLING SENIOR	1,705.00
	TOTAL BANK CODE: 40208	3,203.50
	TOTAL VENDOR TESASS TESKA ASSOCIATES, INC.	3,203.50
VENDOR CODE: THESTA STANDARD INSURANCE COMPANY RC		
BANK CODE: 40208		
02032023	LIFE INSURANCE FEBRUARY 2023	963.04
01032023	LIFE INSURANCE JANUARY 2023	963.04
03032023	LIFE INSURANCE MARCH 2023	963.04
	TOTAL BANK CODE: 40208	2,889.12
	TOTAL VENDOR THESTA STANDARD INSURANCE COMPANY RC	2,889.12
VENDOR CODE: VILFOX VILLAGE OF FOX LAKE		
BANK CODE: 40208		
209	ADMINISTRATIVE HEARINGS MAY, JUNE, JULY	525.00
	TOTAL BANK CODE: 40208	525.00
	TOTAL VENDOR VILFOX VILLAGE OF FOX LAKE	525.00
VENDOR CODE: WARDIR WAREHOUSE DIRECT		
BANK CODE: 40208		
5444420-0	OFFICE SUPPLIES- BINDERS	34.20
	TOTAL BANK CODE: 40208	34.20

03/03/2023 09:45 AM

CUSTOM INVOICE REPORT FOR VILLAGE OF LAKE VILLA

Page: 10/10

User: CDENZEL

EXP CHECK RUN DATES 02/22/2023 - 03/06/2023

DB: Lake Villa

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

INVOICE NUMBER	DESCRIPTION	AMOUNT
<hr/>		
VENDOR CODE: WARDIR WAREHOUSE DIRECT		
TOTAL VENDOR WARDIR WAREHOUSE DIRECT		<hr/> 34.20
GRAND TOTAL:		280,575.12



**DATE:** March 3, 2023  
**TO:** Mayor James McDonald and Board of Trustees  
**FROM:** Michael Strong, Village Administrator  
**RE:** **Village’s Municipal Electricity Aggregation Program**

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**Purpose**

The Village Board is scheduled to discuss and consider whether its Municipal Electricity Aggregation Program should be restarted during its regular meeting on Monday, October 3. The purpose of this memorandum is to provide background information about municipal electricity aggregation programs and present options the Village Board may consider relative to restarting a Village-wide program.

**Background**

On August 10, 2009, Governor Quinn signed into law Public Act 96-176, amending the Illinois Power Agency Act (the “Act”), which authorizes municipalities to engage in electricity supply contracts with alternative energy suppliers on behalf of its residents and small businesses. Under the Act, municipalities have the ability to purchase electricity on behalf of residential and small-business utility customers (businesses using no more than 15,000 kilowatt-hours of electricity a year) located within its boundaries.

Typically, these customers get their electricity supplied through a local utility (ComEd), but through aggregation municipalities take on the responsibility for negotiating the price of power from an alternate supplier with the goal of securing rates that are lower than the local utility’s supply rates. Importantly, these arrangements are limited to negotiating supply and not distribution of energy – therefore, ComEd is still responsible for delivering that electricity to customers in communities that have an aggregation program. Under an aggregation program, residents and small businesses that are not currently under contract with an alternate supplier are automatically enrolled in the program, unless they opt-out.

The municipal aggregation landscape has evolved since 2012, in that there are different program models municipalities can consider for their community.

- **“Green” Plan Programs** – In addition to soliciting standard or “brown” energy supply rates, municipalities have the ability to seek “green” energy plan options with suppliers. These plans mean that the supplier would take some of the money it receives through its energy supply contract to purchase Renewable Energy Credits, or RECs, which ensure that renewable energy sources, like wind and solar

power, are put back into the power grid at a certain percentage of power consumption within the municipality. For example, a 100% Green REC program would require the supplier to replace the volume of kilowatts consumed within the community with kilowatts from clean energy suppliers on a 1:1 basis. These arrangements typically cost more than standard energy programs, and may not guarantee savings for residents.

- **EPA Green Power Community Partnership Programs** – An alternative “green” plan option is what is known as a “rate-match” program that is sponsored through the Environmental Protection Agency’s Green Power Partnership Program. This is a program that seeks to support the increased use of green power to reduce environmental impacts associated with conventional electricity usage. Under the program, supply rates would match the local utility’s energy supply rate (ComEd), and in exchange the supplier would purchase RECs on the municipality’s behalf. The Village was quoted a tariff match option that could provide either a) 5% EPA sponsored RECs or b) a flat \$4,200 (\$350/month) contribution to the Village. Since these programs are “rate match” guarantees, there would be no savings potential for village residents and small businesses.
- **Civic Contribution Programs** – These programs offer civic contribution or grant funding to municipalities which can be allocated to fund an assortment of municipal operational or capital programs. Based on the Village’s total power consumption load, the Village could be eligible for a civic contribution of up to \$50,000 per year depending on the length of the power supply contract. In these arrangements, the supplier typically requires a higher fixed rate per kilowatt-hour and therefore such programs may not guarantee savings for residents and small businesses.

The Village of Lake Villa approved an electricity aggregation program by referendum in March 2012 via Ordinance 2012-05-01 and joined the Northern Illinois Municipal Electric Collaborative (“NIMEC”), a municipal and non-profit purchasing collaborative, to participate in a joint-bidding opportunity to solicit energy supply rates from alternative energy suppliers. The Village’s aggregation program ran successfully until 2015, when it was idled due to significant drops in ComEd’s supply rate and savings were no longer achievable for residents and small businesses.

### **Budget/Fiscal Impact**

Over the past several years, NIMEC has been monitoring the electricity market on the Village’s behalf to explore continued feasibility of these programs and potential savings opportunities for communities under a municipal aggregation arrangement. In early 2023, NIMEC received pricing from potential energy suppliers that indicate there could be potential savings opportunities for customers in Lake Villa. The Village sought pricing for 14 and 26 month periods in order to align with future joint bidding opportunities through NIMEC and to ease future supply rate comparisons with ComEd. Attached to this

memorandum is a breakdown of current offers the Village has received relative to these program offerings.

The Village was presented with a standard supply fixed rate offer as low as 7.35¢ per kWh for a 14-month contract. This offer would be for a standard supply mix (no REC, and no civic contribution). This compares to a fixed rate offer of 8.05¢ per kWh for a 100% Green REC option with a \$50,000 annual civic contribution. When we compare these rates to ComEd's projected supply rate cost of 7.5¢ to 8.0¢ per kWh, it is possible savings could be secured under the first option, but not the second. While there are savings opportunities for some of the Village's quoted rates, it is important to note that we will not know what ComEd's actual supply rate will be until April 2023.

### **Policy Questions to Consider**

1. Is there a consensus to explore restarting a municipal aggregation program for the Village?
2. If so, is there a consensus on the policy goals of the Village Board relative to its aggregation program?
  - a. Maximizing savings for residents?
  - b. Maximizing renewable energy credits through the program?
  - c. Securing funding for the Village to use for general operating or capital purposes?
  - d. Other?

### **Direction Requested**

Village Staff is seeking direction from the Village Board on the policy questions relative to its aggregation program and whether the Village should 1) continue idling its aggregation program, or 2) solicit formal pricing from alternate suppliers consistent with policy consensus of the Board.

If there is a consensus of the Village Board to restart the aggregation program, Village Staff recommends that the Village Board authorize the Mayor to execute a power supply agreement that could be brought back for ratification at a future Village Board meeting to guard against current volatility within the electricity market.

Village Staff, and representatives from NIMEC will present additional information relative to the municipal aggregation program and current market during the meeting on March 6.

### **Attachments**

1. Breakdown of Current Program Options for Lake Villa and Potential Rates
2. Draft Power Supply Agreement



NIMEC has been helping the Village of Lake Villa find lower suppliers for their water pumping accounts for years. Recently, NIMEC has found opportunities in municipal aggregation. Municipal Aggregation is the municipality purchasing electricity in bulk on behalf of its residents in hopes of finding financial savings. The current options for the Village are to find a fixed rate for all residents that is currently lower than the ComEd rate. Next year's ComEd rate will be released in May of 2023, and will run from June 2023 to June of 2024. MC2 currently has the lowest option with a rate of 7.35¢ for a 1 yr deal.

<b>Lake Villa (Most Recent)</b>									
<b><u>Fixed Rate (NO CIVIC)</u></b>			<b><u>Fixed Rate (CIVIC = \$25K)</u></b>			<b><u>Fixed Rate (CIVIC = \$50K)</u></b>			
<b>Green RECs</b>	<b>14 Months</b>	<b>26 Months</b>	<b>Green REC</b>	<b>14 Months</b>	<b>26 Months</b>	<b>Green REC</b>	<b>14 Months</b>	<b>26 Months</b>	
0%	7.35	7.45	0%	7.45	7.55	0%	7.55	7.65	
25%	7.45	7.55	25%	7.55	7.65	25%	7.65	7.75	
50%	7.55	7.65	50%	7.65	7.75	50%	7.75	7.85	
100%	7.75	7.85	100%	7.85	7.95	100%	7.95	8.05	
<b><u>PTC Rate (Tariff Match)</u></b>									
<b>Either option but not both combined:</b>									
<b>(a) 5% EPA Green Community RECs</b>									
<b>or</b>									
<b>(b) \$350 per month</b>									



# MASTER POWER SUPPLY AGREEMENT

## AGREEMENT BY AND BETWEEN VILLAGE OF LAKE VILLA AND MC SQUARED ENERGY SERVICES LLC TO PROVIDE FULL-REQUIREMENTS ELECTRICITY SUPPLY AND RELATED SERVICES FOR THE VILLAGE'S ELECTRIC AGGREGATION PROGRAM

This Agreement (“Agreement”), is entered into as of this \_\_\_\_ day of \_\_\_\_\_ 2023 (“Effective Date”) between the Village of Lake Villa, an Illinois municipal corporation (“Municipality”) and MC Squared Energy Services, LLC (MC2) (“Supplier”) (each a "Party" and collectively, the “Parties”).

### RECITALS

A. The Municipality has established an Electricity Aggregation Program ("Program") pursuant to the Aggregation Ordinance and the Aggregation Statute, and will conduct the Program as an opt-out program pursuant to the Aggregation Ordinance and the Aggregation Statute.

B. The purpose of this Agreement is for the Supplier to provide the Full-Requirements Electricity Supply Services and the Program Implementation Services as defined herein (collectively, the "Services") to all Eligible Customers who choose not to opt out of or choose to opt in to the Program, as the case may be, throughout the Term of this Agreement at the Price established in this Agreement.

C. The Supplier acknowledges and agrees that it has all certifications, authorizations, qualifications, and approvals necessary pursuant to the Requirements of Law to sell Full-Requirements Electricity Supply to Eligible Customers pursuant to this Agreement, including without limitation that:

a. Supplier is certified by the Illinois Commerce Commission as a Retail Electric Supplier and is authorized to sell Full-Requirements Electricity Supply to customers in the State of Illinois utilizing the existing transmission and distribution systems of ComEd within the service areas of ComEd;

b. Supplier is currently registered with ComEd to serve residential and small commercial customers under Rate RESS - Retail Electric Supplier Service with Rider PORCB - Purchase of Receivables and Consolidated Billing; and

c. Supplier has at least three years continuous experience as a Retail Electric Supplier and has provided Full-Requirements Electricity Supply to at least 25,000 residential or commercial customers.

d. Supplier acknowledges and agrees that it will provide the Services, including without limitation Full-Requirements Electricity Supply to all Participating Customers, pursuant to the Bid Package, the Bid Response, this Agreement, and the Requirements of Law.

e. The Municipality desires to enter into this Agreement with Supplier for the provision by the Supplier of Full-Requirements Electricity Supply to all Eligible Customers pursuant to the Program.

## AGREEMENT

In consideration of the mutual covenants and agreements contained herein, the Municipality and the Supplier agree as follows:

### ARTICLE 1 RECITALS

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

### ARTICLE 2 DEFINITIONS

The following terms shall have the meanings ascribed to them in this section:

2.1. "Aggregate" means the total number of Eligible Customers that are within the jurisdictional boundaries of the Municipality.

2.2. "Aggregation Ordinance" means that certain ordinance adopted by the Municipality authorizing the Program.

2.3. "Aggregation Statute" means Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92 and applicable rules and regulations of the Illinois Commerce Commission.

2.4. "Billing Services" means those services described in Section 4.4 of this Agreement, including all subsections of Section 4.4.

2.5. "ComEd" means Commonwealth Edison.

2.6. "Compliance Services" means those services identified in Section 4.5 of this Agreement, including all subsections of Section 4.5.

2.7. "Confidential Information" means the information defined in Section 9 of this Agreement.

2.8. "Customer Information" means that certain information that the Electric Utility or Former Aggregation Supplier is required to provide by statute (including the Aggregation Statute), regulation, tariff or contract to the corporate authorities of the Municipality pursuant to the Aggregation Statute, including without limitation those names and addresses and Electric Utility account numbers of residential and small commercial retail customers in the Aggregate area that are reflected in the Electric Utility or Former Aggregation Supplier's records at the time of the request.

2.9. "Data" means the data defined in Section 9 of this Agreement.

2.10. "Electric Utility" means ComEd.

2.11. "Eligible Customers" means residential and small commercial electricity customers receiving Full-Requirements Electricity Supply within the Municipality who are eligible to participate in the Program pursuant to the Aggregation Statute and the Requirements of Law.

2.12. "Energy" means generated electricity.

2.13. "Enrollment Services" means those services described in Section 4.3 of this Agreement, including all subsections of Section 4.3.

2.14 "Former Aggregation Supplier" means the RES that supplied the Program of the Municipality immediately prior to Supplier under this Agreement. If Former Aggregation Supplier as defined would be Supplier or ComEd, then no former Aggregation Supplier is considered to exist.

2.15. "Force Majeure Event" means the circumstances defined in Section 7.1 of this Agreement.

2.16. "Full-Requirements Electricity Supply" means all services or charges necessary to provide the continuous supply of electricity to all Participating Customers, including, without limitation, Energy, capacity, losses, imbalances, load factor adjustments, transmission costs, congestion charges, marginal losses, ancillary services, Purchase of Receivables and Consolidated Billing (PORCB) charges, taxes applicable only to the Supplier, and any additional necessary services or charges required under Requirements of Law.

2.17. "Full-Requirements Electricity Supply Services" means those portions of the Services described in Section 4.1 of this Agreement, including all subsections of Section 4.1.

2.18. "ICC" means the Illinois Commerce Commission

2.19. "Independent System Operator" or "ISO" means that certain independent system operator for the Electric Utility established pursuant to the Public Utilities Act, 220 ILCS 5/16-626.

2.20. "Joint Power Supply Bid" means the bidding process conducted by NIMEC on behalf of the Municipality to identify the Supplier.

2.21. "New Customers" means the customers defined in Section 4.3.9 of this Agreement.

2.22. "Opt-Out Notice" means the notices described in Section 4.2.1.1 of this Agreement and provided to Eligible Customers informing them of their ability to opt-out of the Program pursuant to the Requirements of Law:

2.23. "Opt-Out Period" means the time prior to the implementation of the Program during which Eligible Customers may choose not to participate in the Program pursuant to the Requirements of Law.

2.24. "Opt-Out Process" means the process defined in Section 4.2.1 of this Agreement.

- 2.25. "Participating Customers" means those Eligible Customers who do not opt out of the Program and are not Special Billing Customers, and New Customers.
- 2.26. "Plan of Governance" or "POG" means that certain Plan of Operation and Governance approved by the Municipality pursuant to the Aggregation Statute.
- 2.27. "Point of Delivery" means the point specified by the Electric Utility at which the Supplier must deliver the Full-Requirements Electricity Supply to the Electric Utility for distribution to Participating Customers.
- 2.28. "Price" means the fixed price expressed in cents per kilowatt hour at which the Supplier will provide the Services as set forth in Exhibit A to this Agreement.
- 2.29. "Program" means the electricity aggregation program operated by the Municipality in accordance with the Aggregation Statute and authorized by the Aggregation Ordinance, to aggregate residential and small commercial retail electrical loads located within the corporate limits of the Municipality for the purpose of soliciting and entering into service agreements to facilitate for those loads the sale and purchase of Full-Requirements Electricity Supply and related Services.
- 2.30. "Program Implementation Services" means those portions of the Services described in Section 4.2 of this Agreement, including all subsections of Section 4.2.
- 2.31. "Requirements of Law" means the Aggregation Ordinance, the Aggregation Statute, the Illinois Public Utilities Act, the Illinois Consumer Fraud Act, the Plan of Governance, the rules, and regulations and final decisions of the ICC and Illinois Power Agency (including the ICC Final Order in Docket No. 11-0434 issued on April 4, 2012), the rules, regulations and tariffs applicable to the Electric Utility and the Independent System Operator or Regional Transmission Organization, and all other applicable federal, state, and local laws, orders, rules, and regulations, all as may be hereinafter duly amended.
- 2.32. "Retail Electric Supplier" or "RES" means an "alternative retail electric supplier" as that term is defined in Section 16-102 of the Public Utilities Act, 220 ILCS 5/16-102.
- 2.33. "RTO: means Regional Transmission Organization.
- 2.34 "Services" means the Full-Requirements Electricity Supply Services, Program Implementation Services, Enrollment Services, Billing Services, and Compliance Services provided in Article 4 of this Agreement.
- 2.35. "Special Billing Customers" means the customers defined in Section 4.3.8 of this Agreement.
- 2.36. "Supplier" means MC Squared Energy Services, LLC and the lawful successor, transferee, designee, or assignee thereof.
- 2.37. "Tariffed Service" means the applicable tariffed services provided by the Electric Utility as required by 220 ILCS 5/16-103, which includes ComEd's electricity supply charge

plus ComEd's transmission services charge, but does not include ComEd's purchased electricity adjustment.

2.38. "Term" means the period of time defined in Section 5.1 of this Agreement.

2.39 "Municipality" means the Village of Lake Villa.

2.40. "Withdrawing Customer" means a customer defined in Section 4.3.6 of this Agreement.

### ARTICLE 3 PROGRAM RESPONSIBILITIES

#### 3.1 Municipality Responsibilities.

3.1.1 Customer Information. The Municipality shall, with the assistance of the Supplier, pursuant to the Requirements of Law, obtain the Customer Information from ComEd and/or the previous supplier.

3.1.2 Notices and Customer Information from ComEd and/or the previous supplier. The Municipality shall promptly forward to Supplier the Customer Information received from ComEd and/or the previous supplier and each Party will promptly provide to the other Party any notices received by that Party from ComEd and/or the previous supplier concerning the accounts of Eligible or Participating Customers relevant to the Program and/or the Services provided pursuant to this Agreement.

3.1.3 Submittals to ComEd. The Municipality shall, with the assistance of Supplier, submit to ComEd (a) the "Government Authority Aggregation Form", (b) a list of Eligible Customers who are not Participating Customers because they have elected to opt out of the Program, and (c) a list of all Participating Customers, and (d) such other forms as are or may become necessary to access interval data for billing or non-billing purposes to the extent that Supplier is authorized to access such data.

3.1.4 No Municipality Obligations to Provide Services. The Parties acknowledge and agree that the Municipality is not responsible to provide, and this Agreement shall not be construed to create any responsibility for the Municipality to provide, the Services to any person or entity, including without limitation the Supplier, the Electric Utility, the ISO/RTO, Eligible Customers, Special Billing Customers, New Customers or Participating Customers.

3.1.5 No Municipality 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 the Municipality to any other person or entity, including without limitation the Supplier, the Electric Utility, the ISO, Eligible Customers, Special Billing Customers, or Participating Customers.

#### 3.2 Supplier Obligations.

3.2.1 Provision of Services. The Supplier will provide all of the Services described in Article 4 of this Agreement throughout the Term, including but not limited to the provision of sufficient Full-Requirements Electricity Supply to allow the Electric Utility to deliver and

distribute uninterrupted electric service to all Participating Customers. The Supplier acknowledges and agrees that the Municipality is not responsible to provide, and shall not be liable to the Supplier or any Eligible Customer for any failure to provide, any Services pursuant to this Agreement.

3.2.2 Compliance with the Requirements of Law. Supplier shall comply with all Requirements of Law.

3.2.3 Supplier Press Releases. The Supplier may issue press releases concerning the Program that are approved in advance by the Municipality prior to issuance.

3.2.4 That all information provided by the Supplier to Municipality or any of its agents relating to this Agreement in any way shall be true and accurate in all respects at all times to the best of Supplier's knowledge.

#### ARTICLE 4 SUPPLIER SERVICES

4.1 Full Requirements Electricity Supply: The Supplier must supply the following Full-Requirements Electricity Supply Services to Participating Customers as provided in this Section 4.1.

4.1.1 Scheduling, Transmission and Delivery of Full-Requirements Electricity Supply.

4.1.1.1 Generally. The Supplier shall take all actions necessary to arrange for the scheduling, transmission, and delivery of Full-Requirements Electricity Supply to the Electric Utility for distribution to all Participating Customers.

4.1.1.2 Scheduling. Supplier shall schedule the Full-Requirements Electricity Supply for distribution as required by the ISO/RTO and the Electric Utility.

4.1.1.3 Distribution and Transmission Rights. Supplier will arrange for necessary distribution and transmission rights necessary for the delivery of the Full-Requirements Electricity Supply to the Electric Utility hereunder.

4.1.1.4 Transmission and Delivery to Electric Utility.

4.1.1.4.1 Transmission and Delivery. Supplier will cause to be transmitted and delivered to the Electric Utility at the Delivery Point sufficient Energy to provide continuous Full-Requirements Electricity Supply to all Participating Customers. The Municipality acknowledges that the Electric Utility, and not the Supplier, is responsible for the distribution of the Full-Requirements Electricity Supply to the Participating Customers after delivery by the Supplier to the Delivery Point, and that Supplier does not take responsibility for the distribution of the Full-Requirements Electricity Supply to Participating Customers after the Supplier provides Full-Requirements Electricity Supply to the Point of Delivery.

4.1.1.4.2 Failure of Delivery. Supplier acknowledges and agrees that if the Supplier fails to comply with any requirement related to the Full-Requirements Electricity Supply to the Participating Customers pursuant to this Agreement, including without limitation if Supplier fails to schedule all or part of the Full-Requirements Electricity Supply for any Participating Customer, Supplier shall be solely responsible for any additional costs, charges, or fees incurred because of such failure, and shall not pass through any such additional costs, charges, or fees to Participating Customers.

4.1.2 Pricing. Except as provided in Section 4.1.3 of this Agreement, the Supplier shall receive the Price in full payment for all Services, and shall not be entitled to any additional costs, adjustments, charges, fees, or any other payments or compensation except as authorized under the terms of the standard terms and conditions appended as Exhibit A. The Municipality acknowledges that the Price does not include sales or other consumer-based taxes applicable to Participating Customers or other taxes that are not applicable to the Supplier.

4.2 Program Implementation Services. The Supplier must supply the following Program Implementation Services as provided in this Section 4.2:

4.2.1 Opt-Out Process. Supplier, at its sole cost and expense, shall, with the assistance of the Municipality, administer the process by which Eligible Customers are provided with the opportunity to opt-out of the Program prior to its implementation (the "Opt-Out Process"), including, but not limited to, the following:

4.2.1.1 Opt-Out Notices. Supplier, at its own expense, shall be fully responsible to prepare and mail form Opt-Out Notices to all Eligible Customers as required pursuant to the Requirements of Law. Opt-Out Notices must include all information required pursuant to the Requirements of Law, including without limitation including the terms and conditions of participation in the Program, the cost to the Customer of Full-Requirements Electricity Supply under the Program, the methods by which Customers may opt out of the Program, and the length of the Opt-Out Period. The Opt-Out Notices must prominently include the toll-free telephone number and email address to receive Opt Outs. The form and content of the Opt-Out Notices must be approved by the Municipality prior to mailing by the Supplier. In addition to the Opt-Out Notices, the Supplier will provide Participating Customers with terms and conditions for the provision of Full Requirements Electric Supply to those Participating Customers, which terms and conditions shall comply with and accurately reflect all of the requirements of this Agreement and the Requirements of Law.

4.2.1.2 Notices to Special Billing Customers. The Municipality acknowledges that the Supplier may provide notices to Special Billing Customers concerning the Program, the Price, the rates charged to Special Billing Customers under their existing service, and the opportunity for Special Billing Customers to opt in to the Program as provided in Section 4.3.9 of this Agreement.

4.2.1.3 Toll Free Number and Email Address. In addition to receiving completed Opt-Out Notices from Eligible Customers by mail, the Supplier shall, at its own expense, provide, operate, and maintain an email address for the use of Eligible Customers to opt out of the Program. The email address must be operational during normal business hours and the secure

website must be operational 24 hours a day, seven days a week during the Opt-Out Period. The Opt-Out Notices must prominently include both the toll-free number and the email. In addition, Supplier will use reasonable commercial efforts to work with the Village to develop website content and FAQ's appropriate for posting on the Village's website. Supplier will be required to support Spanish speaking residents and customers with disabilities.

4.2.1.4 Reporting. During the Opt-Out Period, Supplier is responsible for receipt of all Opt-Out Notices. Supplier must assemble, track, and report to the Municipality concerning the delivery and receipt of all Opt-Out Notices to and from Eligible Customers, including without limitation providing the Municipality with complete information concerning all Eligible Customers who choose to opt-out of the Program whether by mail, telephone, or email.

4.2.2 Required Disclosures. Supplier shall provide Eligible Customers with all information required to be disclosed to Eligible Customers concerning Full-Requirements Electricity Supply and the Program pursuant to the Requirements of Law, including without limitation all information required to be included in the Opt-Out Notices.

4.2.3 Disclosure to Commission. The Municipality agrees to provide such assistance as is necessary for Supplier to provide to the ICC pursuant to 83 Ill. Admin. Code § 470.200(a) required information within three business days of the signing of this Agreement.

4.3 Enrollment Services. The Supplier must supply the following Enrollment Services as provided in this Section 4.3:

4.3.1 Record of Participating Customers. Following the completion of the Opt-Out Period, the Supplier shall be responsible to compile a complete list of all Participating Customers and those Eligible Customers who have opted out of the Program, and shall ensure that no Eligible Customers who have opted out are enrolled in the Program.

4.3.2 Enrollment. Upon completion of the Opt-Out Process and the identification of all Eligible Customers who have opted out of the Program, the Supplier shall, at its sole cost and expense, take all actions necessary to enroll Participating Customers in the Program pursuant to the Requirements of Law.

4.3.3 Term of Enrollment. Participating Customers who do not opt out of the Program shall be enrolled in the Program by the Supplier and shall remain enrolled in the Program until the end of the Term, unless the Agreement is terminated pursuant to its terms or the Participating Customer withdraws from the Program pursuant to Section 4.3.6 of this Agreement

4.3.4 Direct Access Service Request. The Supplier shall submit a direct access service request to ComEd for each Participating Customer in compliance with the "standard switching" subsection of Rate RDS - Retail Delivery Service, in order to allow Full-Requirements Electricity Supply to commence.

4.3.6 Withdrawal by a Participating Customer. For Participating Customers who notify the Supplier after the completion of the Opt-Out Period that the Participating Customer desires to

withdraw from the Program ("Withdrawing Customer"), the Supplier must, at the direction of the Participating Customer, drop the Participating Customer from the Supplier's Full-Requirements Electricity Supply according to Requirements of Law, which will result in restoring the Participating Customer to Tariffed Service. The Supplier will not assess an early termination fee, but the Participating Customer will be responsible to pay for charges incurred for service prior to the termination.

4.3.7 Customer Service Inquiries. After completion of the Opt-Out Period, Supplier must maintain and operate a toll-free telephone number and an email address for the purpose of receiving questions and comments from Participating Customers concerning the Full-Requirements Electricity Supply. The Supplier may inform Participating Customers that questions about the delivery and billing of the Full-Requirements Electricity Supply should be directed to ComEd. Supplier must promptly and courteously address customer service inquiries in a manner that meets or exceeds the ICC requirements for the operation of call centers.

4.3.8 Special Billing Customers. Subject to the Requirements of Law and due to the minimal and/or fixed nature of their existing billing rates, the following Eligible Customers shall not be automatically enrolled in the Program, but some may subsequently elect to enroll in the Program as New Customers pursuant to Section 4.3.9 of this Agreement:

4.3.8.1. Any Eligible Customer in the residential customer class, as described in Section 4.4.2 of this Agreement, that is taking service under the following ComEd rates:

- Rate BESH – Basic Electric Service Hourly Pricing
- Rate RTOUPP – Residential Time-of-Use Pricing Pilot
- Rate RDS – Retail Delivery Service
- Rider POGNM customers
- Rate BES customers with a utility indicator intended to identify customers currently receiving PIPP or currently or in last 12 months receiving LIHEAP assistance (the "16-115E Flag")

4.3.8.2 Any Eligible Customer in the commercial customer class, as described in Section 4.4.2 of this Agreement, that is taking service under the following ComEd rates:

- Rate BESH – Basic Electric Service Hourly Pricing
- Rate RDS – Retail Delivery Service.

(collectively, the "Special Billing Customers").

4.3.9 New Customers. After the commencement of the Program and the enrollment of Participating Customers, the Supplier shall, at the request of a New Customer, as defined in this Section 4.3.9, immediately enroll the following customers in the Program and provide Full-Requirements Electricity Supply to those customers at the Price:

4.3.9.1. Any Eligible Customer within the Municipality that moves to a new location within the Municipality;

- 4.3.9.2. Any Eligible Customer that moves into an existing location within the Municipality; and
- 4.3.9.3 Any Eligible Customer that previously opted out of the Program during the Opt-Out Period; and
- 4.3.9.4 Any Eligible Customer that was inadvertently omitted from the list of Participating Customers and not enrolled in the Program. (collectively, the "New Customers").
- 4.3.9.5 Any Eligible Customer with the 16-115E Flag.

4.4 Billing Services. The Supplier must supply the following Billing Services as provided in this Section 4.4:

4.4.1 Billing Generally. Supplier shall confirm that billing to Eligible Customers will be provided by ComEd under a consolidated billing format pursuant to "Rider PORCB – Purchase of Receivables and Consolidated Billing," and pursuant to the Requirements of Law. The Municipality acknowledges and agrees that ComEd will bill Participating Customers for the Price of the Full-Requirements Electricity Supply as part of its billing for the distribution of such supply, and that the Supplier shall not be responsible for billing Participating Customers

4.4.2 Customer Classes. Eligible Customers shall be categorized within either the residential or commercial customer classes according to the applicable rates under which they received electricity supply from ComEd prior to participating in the Program.

4.4.2.1 Residential Customer Class. The residential customer class shall include Participating Customers taking service from ComEd under the following rates:

- Residential Single Family Without Electric Space Heat Delivery Class
- Residential Single Family With Electric Space Heat Delivery Class
- Residential Multi Family Without Electric Space Heat Delivery Class
- Residential Multi Family With Electric Space Heat Delivery Class

4.4.2.1 Commercial Customer Class. The commercial customer class shall include those Participating Customers taking service from ComEd under the following rates:

- 15,000 (annual) kWhs or less small commercial customers as defined under the Requirements of Law including the ComEd Rate GAP Tariff
- Notwithstanding the preceding, any customer defined as "Rate Code B93" indicating a special rate with ComEd will be excluded from Participating Customers.

4.5 Compliance Services. The Supplier shall assist the Municipality in complying with any current or future Requirements of Law concerning the operation of the Program, including without limitation the provision of reports or other information as the Municipality may reasonably request from time to time.

4.6 Following the completion of the Opt-Out Period, the Supplier shall be responsible to compile a complete list of all Participating Customers in the Program. Supplier will update this list as new customers are added and deleted. Supplier will make this list available to the Municipality

at any time the Municipality requests the list. Additionally, within 120 days of the end of this agreement, Supplier will make the Program's load data by rate class available to the Municipality. Load data shall include:

- Historical Usage Data
- Capacity Peak Load Contribution (PLC) values and effective start and end dates.
- Network Service Peak Load Contribution (PLC) values and effective start and end dates.
- Meter Bill Group Number.
- Rate Code.

4.7 Upon request of the Municipality, Supplier agrees to implement a second (supplemental) mailing at the Supplier's cost to new residents 12 months after the beginning of a 24-month term agreement, and also a third mailing at 24 months, if a 36-month term is selected. Following the initial opt-out process conducted by the Supplier, each supplemental opt out mailing shall be conducted in the same manner as the initial opt out mailing; provided, however, that no supplemental Opt-Out Notices shall be sent to (i) Participating Customers, (ii) Eligible Customers that have previously (at such customer's same service address or account) opted out of, or rescinded under, the Program, (iii) those residents who have individually selected an electric supplier other than the Supplier, or (iv) Special Billing Customers. The Supplier shall provide Full-Requirements Electricity Supply to such applicable newly Eligible Customers at the same, then-current Price as that applicable to Participating Customers. Supplier will be responsible for all costs associated with the mailing, including ComEd charges.

## ARTICLE 5 TERM

5.1 Term. This Agreement commences as of the Effective Date and is for a term of **Twelve (12)** consecutive monthly billing periods starting from the initial meter read date designated by the Municipality in consultation with the Supplier in **June 2023** and expires at the end of the last day of the **12th** billing cycle for the Participating Customer(s) with the latest billing cycle (the "Term").

5.2 In the event this Agreement is not renewed or terminated for any reason, including expiration according to its terms, the Municipality may choose another RES or Retail Electric Supplier and Supplier shall allow all Participating Customers to be switched to the selected RES, or all Participating Customers shall be switched by the Supplier to service with ComEd in accord with the standard switching rules and applicable notices or as otherwise required by any applicable law or regulation.

## ARTICLE 6 REMEDIES AND TERMINATION

6.1 Municipality's General Remedies. In addition to every other right or remedy provided to the Municipality under this Agreement, if the Supplier fails to comply with any of the provisions of this Agreement (for reason other than a Force Majeure Event pursuant to Section 7.1 of this Agreement or a Regulatory Event pursuant to Section 7.2 of this Agreement, then the Municipality may give notice to the Supplier specifying that failure. The Supplier will have 15 calendar 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 calendar days but the Supplier promptly commences a cure and diligently pursues the cure to completion. If the Supplier fails to comply within that 15-day period, or the shorter period if an imminent threat, or if the Supplier fails to promptly commence a cure and diligently pursue the cure to completion, then the Municipality, subject to the limits of applicable federal or State of Illinois law, may take any one or more of the following actions:

- 6.1.1 Seek specific performance of any provision of this Agreement or seek other equitable relief, and institute a lawsuit against the Supplier for those purposes.
- 6.1.2 Institute a lawsuit against the Supplier for breach of this Agreement and, except as provided in Section 6.3 of this Agreement, seek remedies and damages as the court may award.
- 6.1.3 In the case of noncompliance with a material provision of this Agreement, declare this Agreement to be terminated in accordance with the following:

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

6.1.3.2 At the hearing, the Supplier will have the opportunity to state its position on the matter, present evidence, and question witnesses. Thereafter, the Municipality will determine whether or not this Agreement will be terminated. The hearing must be public and held on record.

6.1.3.3 The decision of the Municipality must be in writing and delivered to the Supplier by certified mail.

If the rights and privileges granted to the Supplier under this Agreement are terminated, then the Supplier, within 14 calendar days after the Municipality's demand, must reimburse the Municipality for all costs and expenses incurred by the Municipality, including, without limitation, reasonable attorneys' fees, in connection with that termination of rights or with any other enforcement action undertaken by the Municipality.

6.2 Actions on Termination or Expiration of this Agreement. This Agreement shall terminate upon the expiration of the Term or an Extended Term, as applicable (with the understanding that the expiration of service for any particular Participating Customer will be tied to that customer's billing cycle), or the Municipality's termination of the Agreement pursuant to Section 6.1 or 4.1.2. Upon termination as a result of expiration of the Term (absent agreement upon an Extended Term), or

upon termination as a result of expiration of an Extended Term, as applicable, Supplier shall return Participating Customers to Tariffed Service upon expiration of the Term or Extended Term, as applicable, on the first available meter read. In the event of the Municipality's termination of the Agreement prior to the end of the Term or Extended Term pursuant to Section 6.1.c, as applicable, Supplier shall return Participating Customers to Tariffed Service on the second available meter read in order to provide the opportunity for Participating Customers to identify alternate sources of electrical supply prior to returning to Tariffed Service. Participating Customers shall not be liable for any termination fee as a result of such termination or expiration in accordance with the preceding sentences of this Section 6.2. Supplier shall not be responsible to any Participating Customer for any damages or penalties resulting from the return to Tariffed Service, including claims relating to the Tariffed Service price being higher than the Price herein.

6.3 Limitation of Liability. Except for the Supplier's failure to provide Full-Requirements Electricity Supply to Participating Customers or the disclosure of Customer Information in violation of the Requirements of Law, or as otherwise specifically provided herein, in no event will either Party be liable to the other Party under this Agreement for incidental, indirect, special, or consequential damages connected with or resulting from performance or non-performance of this Agreement, 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.

## ARTICLE 7 FORCE MAJEURE EVENTS AND REGULATORY EVENTS

7.1 Force Majeure Events. The Supplier shall not be held in default under, or in noncompliance with, the provisions of the Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), 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, or other event that is reasonably beyond the Supplier's ability to anticipate or control. . Non-compliance or default attributable to a Force Majeure Event shall be corrected within a reasonable amount of time after the Force Majeure Event has ceased.

7.2 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 any new, or change in the interpretation of any existing 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 and 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 determines to be unreasonable or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed, and the change is not deemed a Force Majeure Event.

- c. New Charges. Any material increase in generation, energy, or utility taxes or charges enacted and effective after the Effective Date of this Agreement. These charges would not be unique to Supplier's customers, but would apply to all customers in ComEd's rate classifications. The imposition of such tax or charge after the Effective Date of this Agreement is not subject to automatic pass-through in Price, but would only constitute a Regulatory Event if the imposition of the charge materially and adversely affects Supplier's ability to perform.
- d. Occurrence of Regulatory Event. **Within ten (10) days** of 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 thirty (30) days or such other period as the Parties may agree in writing, the adversely affected Party shall have the right, upon ten (10) days prior written notice, to terminate and close out its obligations under this Agreement.

## ARTICLE 8 INDEMNIFICATION AND INSURANCE

8.1 Indemnification. The Supplier shall indemnify and hold harmless the Municipality, its officers, employees, agents, and attorneys, from and against any third party injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising from the Supplier's provision of the Services, except to the extent caused by the sole negligence of the Municipality. This duty shall survive for all claims made or actions filed within one (1) year following either the expiration or earlier termination of this Agreement. The Municipality shall give the Supplier timely written notice of its obligation to indemnify and defend the Municipality after the Municipality's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Supplier and/or the Municipality. Nothing herein shall be construed to limit the Supplier's duty to indemnify the Municipality by reference to the limits of insurance coverage described in this Agreement.

8.2 Insurance. Contemporaneous with the Supplier's execution of this Agreement, the Supplier shall provide certificates of insurance, all with coverages and limits as set forth in Exhibit B to this Agreement. For good cause shown, the Municipality Manager, Municipality Administrator, or his or her designee may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Municipality Manager, Municipality Administrator, or his or her designee may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the Municipality and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Municipality. The Supplier shall, at all times during the term of this Agreement, maintain and keep in force, at the Supplier's expense, the insurance coverages provided above.

ARTICLE 9  
CONFIDENTIAL INFORMATION

9.1 Confidential and Proprietary Information. Notwithstanding anything to the contrary set forth herein, the Parties are not required to disclose information which they reasonably deem to be proprietary or confidential in nature. The Parties agree that any information disclosed by a Party and designated as proprietary and confidential shall only be disclosed to those officials, employees, representatives, and agents of the other Party that have a need to know in order to administer and enforce this Agreement. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to a Party's corporate structure and affiliates, marketing plans, financial information unrelated to the calculation of the Price or rates pursuant to the Requirements of Law, or other information that is reasonably determined by a Party to be competitively sensitive. A Party may make proprietary or confidential information available for inspection but not copying or removal by the other Party's representatives. Compliance by the Municipality with the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. ("Illinois FOIA"), including compliance with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois FOIA, or with a decision or order of a court with jurisdiction over the Municipality, shall not be a violation of this Section.

9.2 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Agreement ("Data"), other than the Supplier's Confidential Information, will be and remain the sole property of the Municipality. The Supplier must promptly deliver all Data to the Municipality at the Municipality's request. The Supplier is responsible for the care and protection of the Data until that delivery. The Supplier may retain one copy of the Data for the Supplier's records subject to the Supplier's continued compliance with the provisions of this Agreement.

9.3 Limitations on Customer Information. Both Parties acknowledge and agree that the Customer Information is subject to, and must be maintained in compliance with, the limitations on disclosure of the Customer Information established by the Requirements of Law, including without limitation the Aggregation Statute, Section 16-122 of the Public Utilities Act, 220 ILCS 5/16-102, and Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2HH.

9.4 Limitations on Customer Information. Both Parties acknowledge and agree that the Customer Information is subject to, and must be maintained in compliance with, the limitations on disclosure of the Customer Information established by the Requirements of Law, including without limitation the Aggregation Statute, Section 16-122 of the Public Utilities Act, 220 ILCS 5/16-102, Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2HH, the ICC Order in Case No. 11-0434 issued April 4, 2012, and the provisions of ComEd's Tariff Rate GAP. Municipality shall warrant to ComEd that customer-specific information provided to the Municipality in accordance with the provisions of ComEd's Tariff Rate GAP shall be treated as confidential. To protect the confidentiality of Customer Information:

9.4.1 Supplier access to Customer Information is limited those authorized representatives of Supplier, or any third party, who have a need to know the information for purposes of this Agreement.

9.4.2 Supplier warrants that it will not disclose, use, sell, or provide Customer Information to any person, firm or entity for any purpose outside of the aggregation program.

9.4.3 Supplier and Municipality acknowledge that Customer Information remains the property of the Municipality and that material breaches of confidentiality will prohibit Supplier from placing any new bids to the Municipality's subsequent Request(s) for Qualifications for a period of one year after termination of this Agreement.

9.4.4 Supplier warrants that it will delete and/or destroy the Customer Information described in Items 18 through 23 of the Company Obligations Section of ComEd's Tariff Rate GAP, and provided by Municipality, within 60 days after ComEd provides the information to Municipality. Municipality will offer its assistance to ensure that Supplier meets these requirements and deadlines.

9.5 Proprietary Rights, Survival. Each Party acknowledges the proprietary rights of the other Party in and to the Confidential Information. The obligations under this Article Nine shall survive the conclusion or termination of this Agreement for two (2) years.

## ARTICLE 10 MISCELLANEOUS

10.1 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 at its address shown below; 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.

To Municipality:  
Village of Lake Villa  
65 Cedar Avenue, PO Box 519  
Lake Villa, IL 60046-9072  
Attention: Village Manager

To Supplier:  
Charles C. Sutton  
President  
MC Squared Energy Services, LLC  
175 W. Jackson Blvd., Suite 240  
Chicago, IL 60604  
Fax: (877) 281-1279

With a copy to:  
Village of Lake Villa  
65 Cedar Avenue, PO Box 519  
Lake Villa, IL 60046-9072  
Attention: Village Attorney

With a copy to:  
Jeremiah McGair  
Senior Counsel  
Wolverine  
175 W. Jackson Blvd. Suite 200  
Chicago, IL 60604  
Fax: (312) 884-3944

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

- a. 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;
- b. 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;
- c. 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; and
- d. It has reviewed and understands this Agreement; and
- e. It, to the extent applicable, shall comply with all the Requirements of Law.

10.3 Entire Agreement. This Agreement and the response to qualifications referenced in 10.3, including all Attachments hereto, contains all of the terms and conditions of this Agreement reached by the Parties, and supersedes all prior oral or written agreements with respect to this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by both Parties hereto. No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

10.4 Exhibits. Exhibits A through B attached to this Agreement are, by this reference, incorporated into and made part of this Agreement.

10.56 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.

10.6 Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois without regard for the conflicts of law provisions thereof.

10.7 Controlling Provisions. In the event of any inconsistency between the terms herein and the terms of the Exhibits hereto, the provisions of the Agreement shall control.

10.8 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.

10.9 Venue. 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 the Circuit Court of the State of Illinois, Grundy and LaSalle Counties, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

10.10 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 to enforce the terms of this Agreement.

10.112 No Waiver of Rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, that the Municipality may have under Federal or state law unless such waiver is expressly stated herein.

10.12 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 that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.13 Authority to Sign Agreement. Each Party warrants to the other Party that it is authorized to execute, deliver and perform this Agreement. The individual signing this Agreement on behalf of each Party warrants to the other Party that he/she is authorized to execute this Agreement in the name of the Party for which he/she is signing.

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

10.15 Non-Assignability. This Agreement shall not be transferred or assigned by the Supplier without the express written authorization of the Municipality, which consent shall not be unreasonably withheld, provided, that upon adverse written notice to the Municipality, Supplier may assign this Agreement to an affiliate without the express authorization of the Municipality.

10.16 Counterparts. This Agreement may be executed in one or more counterparts (delivery of which may occur by facsimile or electronic mail), each of which shall be deemed an original, but all of which shall together constitute one instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the date first written above.

Supplier: \_\_\_\_\_

Municipality: Village of Lake Villa

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A:**

**PRICE**

**Opt-Out Program:**

**Residential and small Commercial  
Customer Class**

Price: **X.XX** cents per KWh

Term: **Twelve (12) months (June 2023 – June 2024)**

**Termination Fees:**

**Residential - \$0**

**Commercial - \$0**

## EXHIBIT B

### INSURANCE COVERAGES

- A. Worker's Compensation and Employer's Liability with limits not less than:
- (1) Worker's Compensation: Statutory;
  - (2) Employer's Liability:
    - \$500,000 injury-per occurrence
    - \$500,000 disease-per employee
    - \$500,000 disease-policy limit
- Such insurance shall evidence that coverage applies in the State of Illinois.
- B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.
- All employees shall be included as insureds.
- C. Comprehensive General Liability
- a. with coverage written on an "occurrence" basis with limits no less than:
    - \$1,000,000 Bodily Injury and Property Damage Combined Single LimitCoverage is to be written on an "occurrence" bases.
- Coverages shall include:
- Broad Form Property Damage Endorsement
  - Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- b. with coverage written on a "claims made" basis with limits no less than:
  - \$1,000,000 Bodily Injury and Property Damage Combined Single LimitCoverage is to be written on an "claims made" bases.
- Coverages shall include:
- Broad Form Property Damage Endorsement
  - Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of the Contract.
- E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
- F. Owner as Additional Insured. Owner shall be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each such additional Insured endorsement shall identify Owner as follows: Village of Lake Villa, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.

- G. Other Parties as Additional Insureds. In addition to Owner, the following parties shall be named as additional insured on the following policies:

Additional Insured Policy or Policies



**To:** Mike Strong, Village Administrator  
James Bateman, Bateman Law Offices

**From:** Scott Goldstein FAICP, Principal & Village Planner  
Benito Garcia, Associate Planner

**Date:** February 7, 2023

**RE:** Village of Lake Villa –Zoning and Land Use Maps

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### **Lake Villa Zoning**

As part of the Lake Villa Comprehensive Plan, the Village requested Teska Associates to convert the zoning map, currently a CAD visualization format, to a GIS map for accuracy and to serve as an editable file. The zoning map was converted into an ArcMap file, but there were several areas in which individual parcels are located in two zoning districts.

On Tuesday, November 30, the three of us met to review developing an approach to assigning parcels to one zone. The recommendation was to propose a text amendment that would lay out criteria for assigning a parcel to one zone such as:

- 1) The majority of the land area of the parcel
- 2) The context of the parcel compared with neighboring properties
- 3) Minimizing any hardship of an individual property

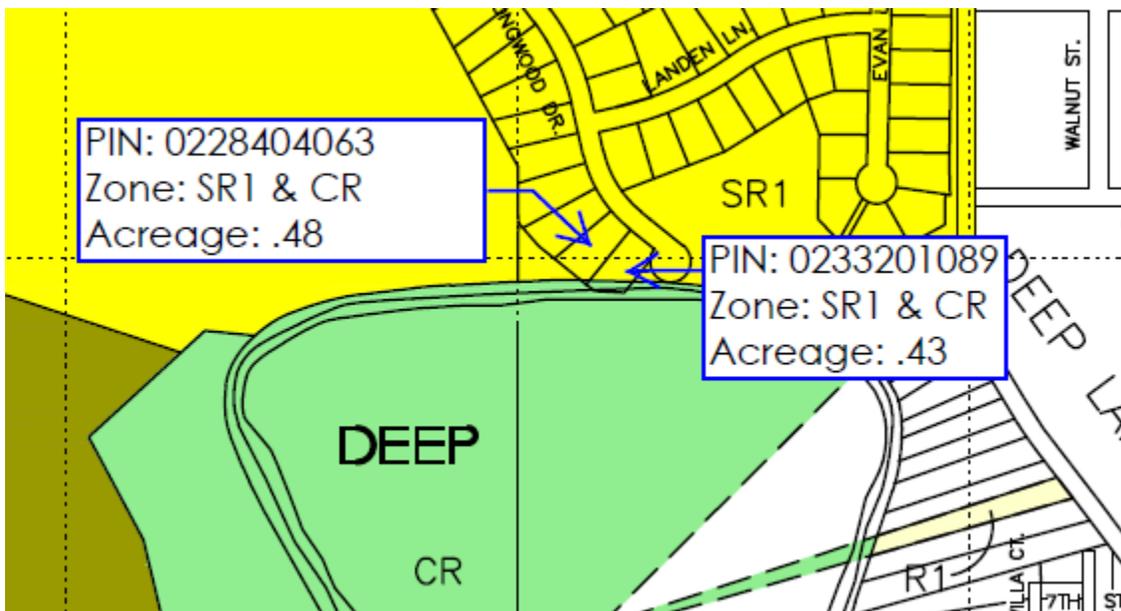
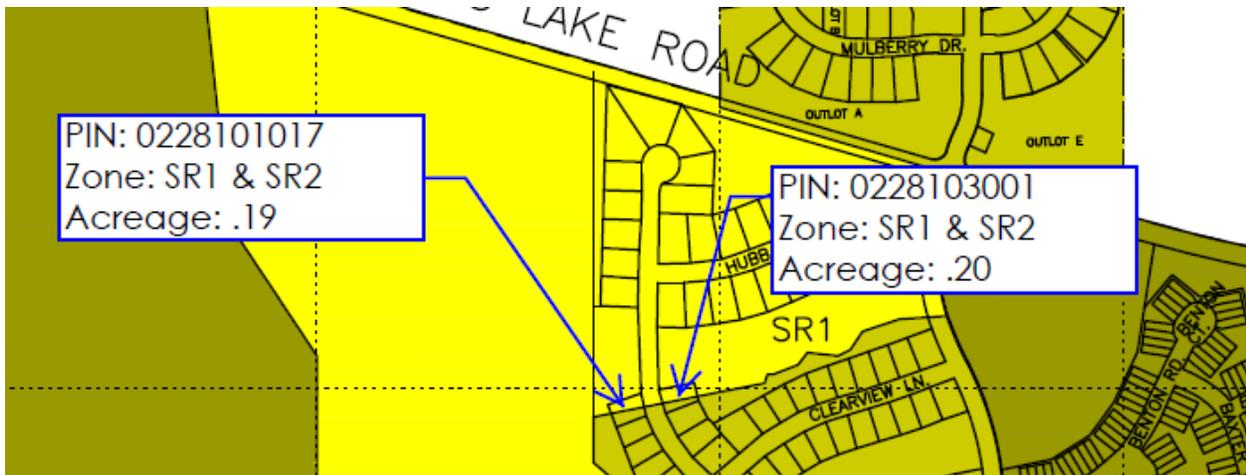
After the text amendment is reviewed and the Zoning Commission holds a public hearing, the Village Board would adopt the text amendment.

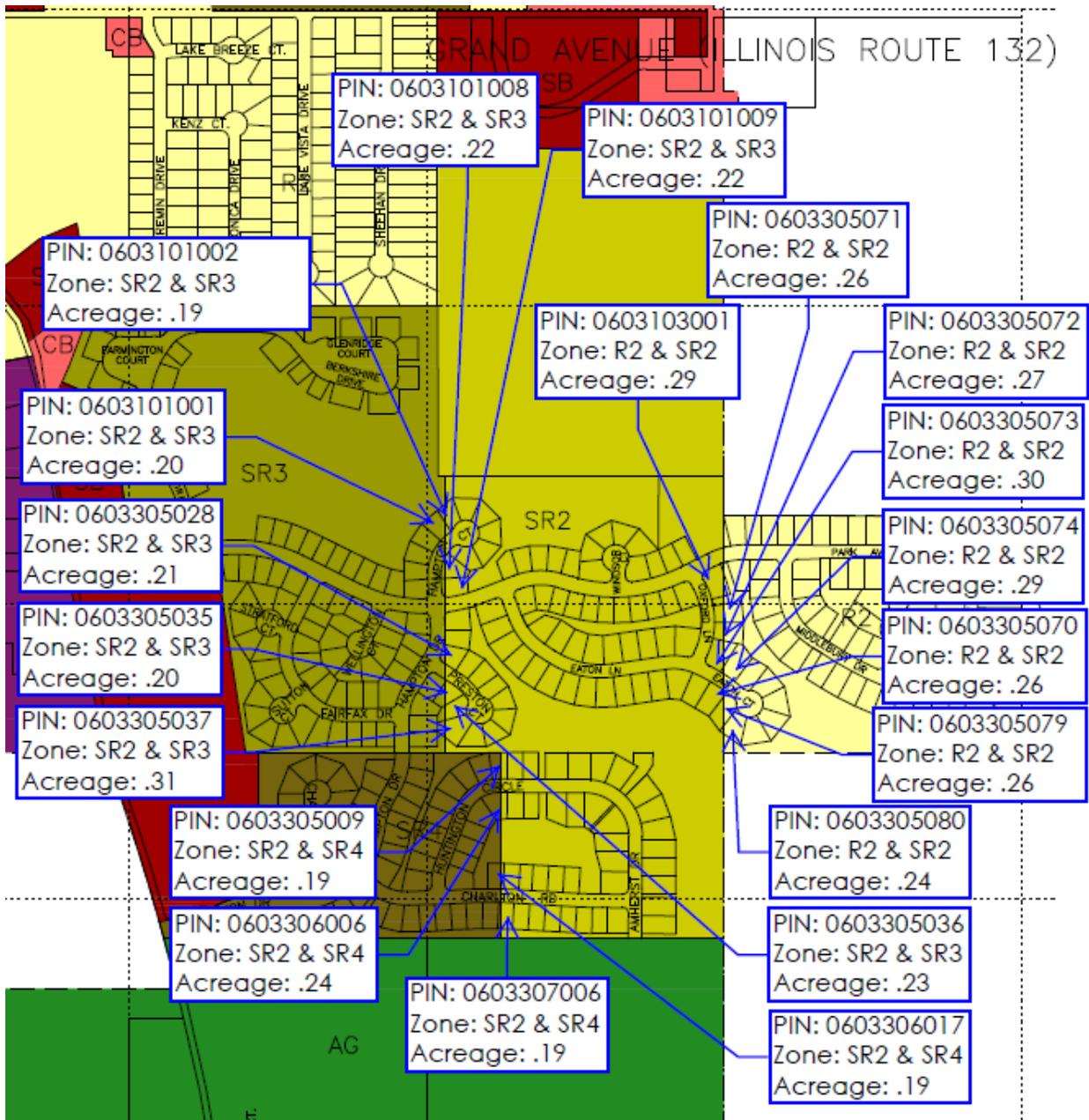
The next step after adoption would be to apply the criteria to the attached list of PINs to prepare for a Zoning Map Amendment which would assign each parcel to a single zoning district.

The attached table lists each PIN that is located in more than one zone. The maps that follow show where each of these PINs are located in the village.

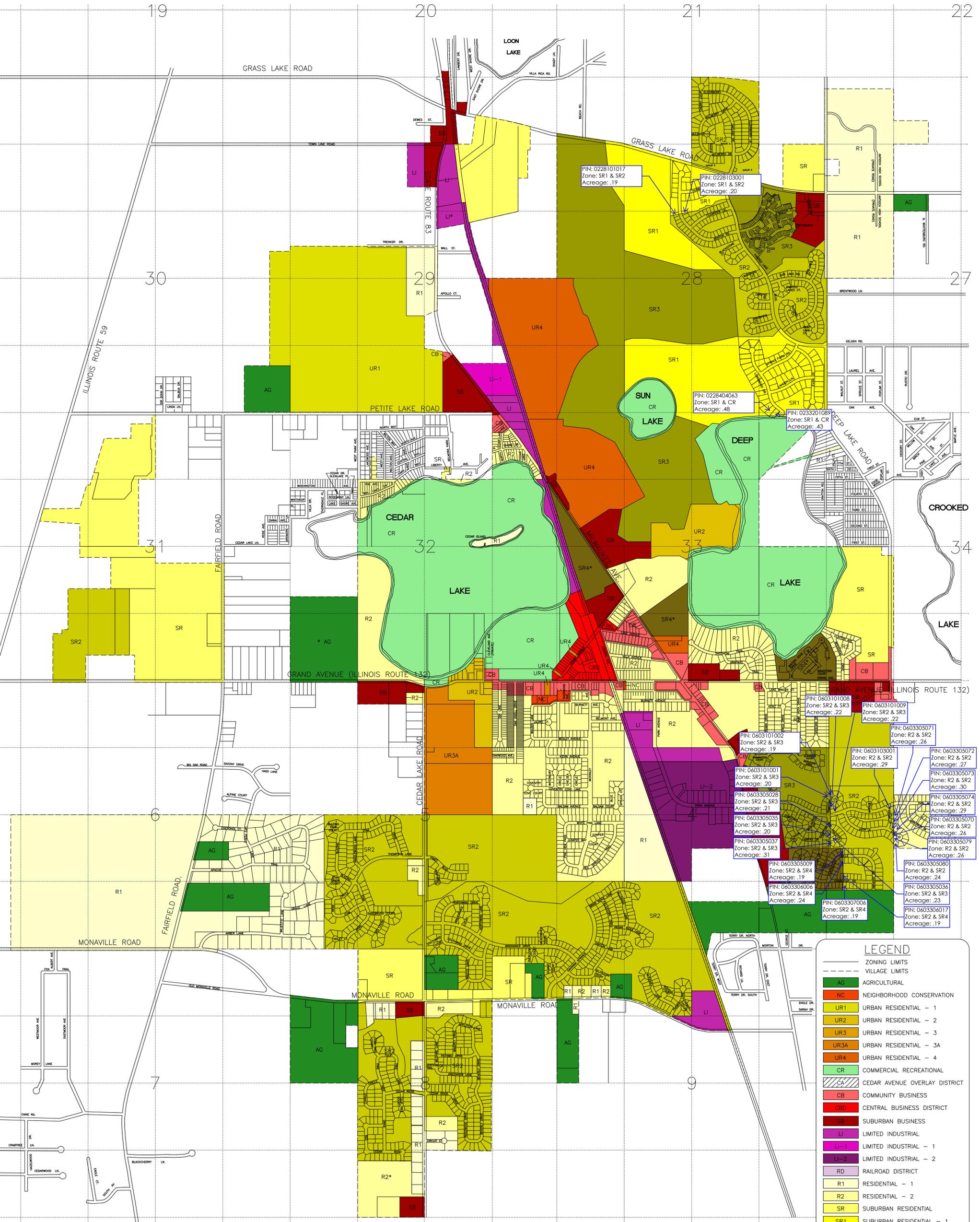
Please let us know if any additional information is needed to proceed with next steps.

<b>PIN</b>	<b>LANDUSE</b>	<b>LANDUSE2</b>	<b>Zoning</b>	<b>Acres</b>
0228101017	1111	SF Detached	SR1 & SR2	0.19
0228103001	1111	SF Detached	SR1 & SR2	0.2
0228404063	1111	SF Detached	SR1 & CR	0.48
0233201089	1111	SF Detached	SR1 & CR	0.43
0603101001	1111	SF Detached	SR2 & SR3	0.2
0603101002	1111	SF Detached	SR2 & SR3	0.19
0603101008	1111	SF Detached	SR2 & SR3	0.22
0603101009	1111	SF Detached	SR2 & SR3	0.22
0603103001	1111	SF Detached	R2 & SR2	0.29
0603305009	1111	SF Detached	SR2 & SR4	0.19
0603305028	1111	SF Detached	SR2 & SR3	0.21
0603305035	1111	SF Detached	SR2 & SR3	0.2
0603305036	1111	SF Detached	SR2 & SR3	0.23
0603305037	1111	SF Detached	SR2 & SR3	0.31
0603305070	1111	SF Detached	R2 & SR2	0.26
0603305071	1111	SF Detached	R2 & SR2	0.26
0603305072	1111	SF Detached	R2 & SR2	0.27
0603305073	1111	SF Detached	R2 & SR2	0.3
0603305074	1111	SF Detached	R2 & SR2	0.29
0603305079	1111	SF Detached	R2 & SR2	0.26
0603305080	1111	SF Detached	R2 & SR2	0.24
0603306006	1111	SF Detached	SR2 & SR4	0.24
0603306017	1111	SF Detached	SR2 & SR4	0.19
0603307006	1111	SF Detached	SR2 & SR4	0.19



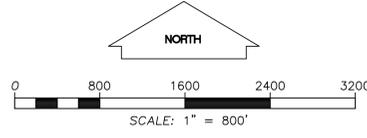


# OFFICIAL ZONING MAP



LEGEND	
	ZONING LIMITS
	VILLAGE LIMITS
	AG AGRICULTURAL
	NC NEIGHBORHOOD CONSERVATION
	UR1 URBAN RESIDENTIAL - 1
	UR2 URBAN RESIDENTIAL - 2
	UR3 URBAN RESIDENTIAL - 3
	UR3A URBAN RESIDENTIAL - 3A
	UR4 URBAN RESIDENTIAL - 4
	CR COMMERCIAL RECREATIONAL
	CA CEDAR AVENUE OVERLAY DISTRICT
	CB COMMUNITY BUSINESS
	CBD CENTRAL BUSINESS DISTRICT
	SB SUBURBAN BUSINESS
	LI LIMITED INDUSTRIAL
	LI-1 LIMITED INDUSTRIAL - 1
	LI-2 LIMITED INDUSTRIAL - 2
	RD RAILROAD DISTRICT
	R1 RESIDENTIAL - 1
	R2 RESIDENTIAL - 2
	SR1 SUBURBAN RESIDENTIAL
	SR1 SUBURBAN RESIDENTIAL - 1
	SR2 SUBURBAN RESIDENTIAL - 2
	SR3 SUBURBAN RESIDENTIAL - 3
	SR4 SUBURBAN RESIDENTIAL - 4
	VC-0 VILLAGE CENTER OVERLAY DISTRICT

\* CONDITIONAL USE PERMIT OR RESTRICTIONS



VILLAGE OF LAKE VILLA  
LAKE VILLA, ILLINOIS  
OFFICIAL ZONING MAP  
REVISED 6-3-2015

01/26/23  
02/22/23

VILLAGE OF LAKE VILLA

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ORDINANCE NO. 2023-03-01

AN ORDINANCE AMENDING THE  
VILLAGE OF LAKE VILLA OFFICIAL ZONING MAP, AS AMENDED

RE: Property Owned By Village of Lake Villa  
Property Address: 0 Cedar Avenue and 209 Cedar Avenue, Lake Villa, IL  
(P.I.N.s 02-33-304-006 and 02-33-304-007)

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ADOPTED BY THE  
CORPORATE AUTHORITIES  
OF THE  
VILLAGE OF LAKE VILLA, ILLINOIS  
THIS 6TH DAY OF MARCH, 2023

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Published in pamphlet form by authority of the Corporate Authorities of the Village of Lake Villa,  
Lake County, Illinois, this 6th day of March, 2023.

AN ORDINANCE AMENDING THE  
VILLAGE OF LAKE VILLA OFFICIAL ZONING MAP, AS AMENDED

RE: Property Owned By Village of Lake Villa  
Property Address: 0 Cedar Avenue and 209 Cedar Avenue, Lake Villa, IL  
(P.I.N.s 02-33-304-006 and 02-33-304-007)

WHEREAS, the question of further amending the Official Zoning Map of the Village of Lake Villa, As Amended, which is part of the Village of Lake Villa Zoning Ordinance, As Amended, in order to rezone and reclassify certain property which is located within the corporate limits of the Village from the R-2 (Residential) Zoning District to the Village's CBD (Central Business) Zoning District, was referred by the Corporate Authorities to the Zoning Board of Appeals of this Village; and

WHEREAS, the Zoning Board of Appeals of this Village held a public hearing on February 21, 2023, pursuant to notice duly posted and given in accordance with the Illinois Open Meetings Act (5 ILCS 120/1, et seq.), duly mailed to property owners within 250 feet of the Property, duly published in the *Daily Herald*, a newspaper of general circulation within the Village of Lake Villa, said publication occurring not more than thirty (30) days nor less than fifteen (15) days prior to the public hearing, and duly posted on the Property; and

WHEREAS, the Zoning Board of Appeals has issued its report to the Mayor and Board of Trustees recommending the approval of the proposed amendments to the Official Zoning Map of the Village of Lake Villa, As Amended; and

WHEREAS, the Corporate Authorities of the Village have determined that it is in the best interest of the Village to provide for the proposed amendment to the Official Zoning Map of the Village of Lake Villa, As Amended, all as hereinafter described:

NOW THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Lake Villa, Lake County, Illinois, as follows:

SECTION 1: The Mayor and Board of Trustees find that the facts stated in the preamble hereof are true and correct and are incorporated herein by reference as if fully set forth and further find as follows:

- A. The proposed map amendment meets the challenge of changing conditions in the area and the zones affected.
- B. The proposed amendment is consistent with the intent of the Zoning Ordinance and with its various provisions.
- C. The proposed amendment will not be detrimental to the development of the Village.
- D. Every use permitted under the new classification will be suitable use for the further development of the area in the vicinity of the rezoning and will be compatible with uses already developed in the vicinity; and
- E. Adequate public facilities, sewer and water lines and other needed services or facilities exist or are capable of being provided prior to the development of the uses which would be permitted on the properties if they were reclassified.

SECTION 2: The Village of Lake Villa (“Village”) is the owner of the Property commonly known as 0 Cedar Avenue (P.I.N. 02-33-304-006) and 209 Cedar Avenue (P.I.N. 02-33-304-007) (collectively, the “Property”) which are the subject of this Ordinance, which Property consists of two adjacent zoning lots of record, with the lot identified as P.I.N. 02-33-304-006 consisting of approximately .3714 acres, and the second lot identified as P.I.N. 02-33-304-007 consisting of approximately .3726 acres, which lots are adjacent to two (2) other lots of record owned by the Village and already zoned as part of the CBD (Central Business) Zoning District. The Property is located on the East side of Cedar Avenue approximately 176 feet North of Lake Avenue within the corporate limits of the Village, and which Property is legally described below. The Official Zoning Map of the Village of Lake Villa, As Amended, which is part of the Village of Lake Villa Zoning Ordinance, As Amended, be and is hereby further amended to rezone and to reclassify the Property to the CBD (Central Business) Zoning District of the Village of Lake Villa.

SECTION 3: The Property is legally described as follows:

LOTS 5 AND 6 IN BLOCK 1 IN FOWLER’S SUBDIVISION OF A PART OF A PLAT OF LAKE CITY (NOW LAKE VILLA), IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED MAY 21, 1920, AS DOCUMENT 192902, IN BOOK “K” OF PLATS, PAGE 34, IN LAKE COUNTY, ILLINOIS.  
(the “Property”)

SECTION 4: This Ordinance shall be in full force and effect ten (10) days after its passage, approval and publication in pamphlet form pursuant to law.

SECTION 5: The Village Clerk is hereby authorized and directed to immediately publish this Ordinance in pamphlet form.

Passed by the Corporate Authorities on March 6, 2023, on a roll call vote as follows:

AYES: Trustees

NAYS:

ABSENT:

ABSTAIN:

Approved by the Mayor on \_\_\_\_\_, 2023.

\_\_\_\_\_  
James McDonald, Mayor  
Village of Lake Villa

ATTEST:

\_\_\_\_\_  
Mary Konrad, Village Clerk

Published in pamphlet form this 6<sup>th</sup> day of March, 2023.

AN ORDINANCE AUTHORIZING EXECUTION OF THE  
ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK AGREEMENT (IPWMAN)

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the "*Intergovernmental Cooperation Act*", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, Section 5 of the "*Intergovernmental Cooperation Act*", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Mayor and Board of Trustees of the Village of Lake Villa (the "Village") have determined that it is in the best interests of the Village and its residents to enter into an intergovernmental agreement to secure to each the benefits of mutual aid in public works and the protection of life and property from an emergency or disaster and to provide for public works assistance, training and other necessary functions to further the response and recovery from said emergency or disaster, a copy of which intergovernmental agreement is attached hereto as Exhibit A and thereby made a part hereof. The principal objective of the public works mutual aid assistance being the response to and recovery from any emergency or disaster and the return of the community to as near normal as quickly as possible:

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Lake Villa, Lake County, Illinois as follows:

SECTION ONE: The recitals set forth in this Ordinance are true and correct and same are hereby approved and incorporated by reference herein as findings of fact of the Mayor and Board of Trustees of the Village.

SECTION TWO: The Illinois Public Works Mutual Aid Network ("IPWMAN") Agreement is hereby approved, and the Village's participation in the IPWMAN is hereby approved and authorized.

SECTION THREE: That the Mayor be and is hereby authorized to execute, and the Village Clerk is hereby authorized to attest, an Agreement for participation in the Illinois Public

Works Mutual Aid Network (IPWMAN), which Agreement shall be in substantially the form attached hereto and thereby made a part hereof.

SECTION FOUR: This Ordinance shall be in full force and effect from and after its passage and approval.

Passed by the Corporate Authorities on March 6, 2023, on a roll call vote as follows:

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

NAYS: \_\_\_\_\_

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

ABSTAIN: \_\_\_\_\_

Approved by the Mayor on March 6, 2023

\_\_\_\_\_  
James McDonald, Mayor  
Village of Lake Villa

ATTEST:

\_\_\_\_\_  
Mary Konrad, Village Clerk

EXHIBIT A

ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK AGREEMENT

## **Illinois Public Works Mutual Aid Network Agreement**

This Public Works Agreement (hereinafter “Agreement”) is entered into by which has, by executing this Agreement, manifested its intent to participate in an Intrastate Program for Mutual Aid and Assistance, hereinafter entitled the “Illinois Public Works Mutual Aid Network (IPWMAN)”;

*WHEREAS*, the Constitution of the State of Illinois, 1970, Article VII, Section 10, (hereinafter “Act”) authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

*Paragraph referencing Home Rule intentionally omitted.*

*WHEREAS*, the Act provides that any one or more public agencies may contract with any one or more other public agencies to set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting Parties; and

*WHEREAS*, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including a unit of local government from another state; and

*WHEREAS*, the Parties to this Agreement may voluntarily agree to participate in mutual aid and assistance activities conducted under the State of Illinois Intrastate Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC). Parties may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for public works related agencies including, but not limited to; local municipal public works departments, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other governmental entity that performs a public works function through this Agreement if such a program were established.

*WHEREAS*, the Parties hereto are units of local government as defined by the Constitution of the State of Illinois and the Intergovernmental Cooperation Act; and

*WHEREAS*, the Parties recognize that they are vulnerable to a variety of potential, natural and man-made disasters; and

*WHEREAS*, the Parties to this Agreement wish to provide mutual aid and assistance to one another during times of disaster or public works emergencies.

*NOW, THEREFORE*, the Parties agree as follows:

## **SECTION I: PURPOSE**

The Illinois Public Works Mutual Aid Network (IPWMAN) program is hereby established to provide a method whereby public works related agencies, including, but not limited to, local municipal public works departments, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other governmental entity that performs a public works function in need mutual aid assistance may request aid and assistance in the form of personnel, equipment, materials and/or other associated services as necessary from other public works related agencies. The purpose of this Agreement is to formally document such a program.

## **SECTION II: DEFINITIONS**

The following definitions will apply to the terms appearing in this Agreement.

A. "*AGENCY*" means any municipal public works agency, township road district, unit road district, county highway departments, publicly-owned water organization and publicly-owned wastewater organization or any other governmental entity that performs a public works function that abides by the provisions as found in this Agreement.

B. "*AID AND ASSISTANCE*" includes, but is not limited to, personnel, equipment, facilities, services, materials and supplies and any other resources needed to provide mutual aid response.

C. "*AUTHORIZED REPRESENTATIVE*" means a Party's employee who, by reason of his or her position, has been authorized, in writing by that Party, to request, offer, or provide aid and assistance pursuant to this Agreement. Each Party's initial authorized representative, and the representative's title, is listed on the contact list. If the title of the authorized representative as listed by name on the contact list has changed, such change shall have no effect on the authority of the authorized representative and the named person shall continue to be the authorized representative until a different person is named as the authorized representative in writing by the Party. In the event that the person who is listed as authorized representative is no longer employed by the Party, the successor in the office formerly held by the authorized representative shall automatically become the authorized representative unless the Party indicates otherwise in writing. Each Party's authorized representative shall be responsible to designate someone to supervise that Party's employees who are engaged in the receipt or furnishing of aid and assistance, including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.

D. "*BOARD OF DIRECTORS*" is a group of representatives from the Parties to the IPWMAN Agreement elected to organize and maintain the program. The Board of Directors shall consist of members of the IPWMAN. Qualifications and terms for the Board members shall be defined in the By-Laws of the Illinois Public Works Mutual Aid Network, Inc.

E. "*BOARD MEMBER*" is a representative of the Association (IPWMAN) serving on the Board of Directors.

F. "*DISASTER*" means a calamitous incident threatening loss of life or significant loss or damage to property, including, but not limited to flood, winter storm, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made, accidental, military, or paramilitary incident, or biological or health disasters or a natural or manmade incident that is, or is likely to be, beyond the control of the services, personnel, equipment and facilities of a Party that requires assistance under this Mutual Aid and Assistance

Agreement, but must be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.

G. “*IPWMAN*” is the acronym for the Illinois Public Works Mutual Aid Network.

H. “*LOCAL EMERGENCY*” is defined as an urgent need requiring immediate action or attention beyond normal capabilities, procedures and scope for aid and assistance by an agency.

I. “*MUTUAL AID RESOURCE LIST*” means the list of the equipment, personnel and other resources that each Party has available for the provision of aid and assistance to other Parties. This list shall be periodically updated in accordance with the Operational Plan.

J. “*NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)*” a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private-sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds.

K. “*PARTY*” means an agency which has adopted and executed this Agreement.

L. “*PERIOD OF ASSISTANCE*” means a specified period of time when a Responding Agency assists a Requesting Agency. The period commences when personnel, equipment, or supplies depart from a Responding Agency’s facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.

M. “*RESPONDING AGENCY*” means the Party or Agency which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.

N. “*REQUESTING AGENCY*” means the Party or Agency requesting and receiving aid and assistance from a Responding Agency.

### **SECTION III: RESPONSIBILITY OF PARTIES**

A. *PROVISION OF AID*. Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party’s own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time, for any reason.

B. *RECRUITMENT*. The Parties hereby encourage each other to enlist other agencies to adopt and execute this Agreement.

C. *AGREEMENT FOR BENEFIT OF PARTIES*. All functions and activities performed under this Agreement are for the benefit of the Parties to this Agreement. Accordingly, this Agreement shall not be construed to be for the benefit of any third parties and no third parties shall have any right or cause of action against the Parties to this Agreement.

D. *IMMUNITIES*. All immunities provided by law to the Parties shall be fully applicable to the Parties providing or receiving aid and assistance pursuant to this Agreement, including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq.

E. *MEMBERSHIP*. To be a member in good standing, a Party shall be responsible for dues and other obligations as specified in the IPWMAN By-Laws and Operational Plan.

#### **SECTION IV: ANNUAL REVIEW**

At a minimum, the Board of Directors shall meet annually at a meeting place designated by the Board of Directors to review and discuss this Agreement and, if applicable, to recommend amendments to this Agreement. The Board of Directors shall have the power and signing authority to carry out the purposes of this Agreement, including but not limited to the power to: adopt by-laws; execute agreements and documents approved by the Board of Directors; develop specific operating plans, procedures and protocol for requesting assistance; organize meetings; operate a website; disseminate information; create informational brochures; create subcommittees; maintain lists of the Parties; maintain equipment and supply inventory lists; and deal with Party issues.

#### **SECTION V: PROCEDURES FOR REQUESTING ASSISTANCE**

The Board of Directors will promulgate and regularly update procedures for requesting assistance through the Illinois Public Works Mutual Aid Network (IPWMAN) Operational Plan.

#### **SECTION VI: RESPONDING AGENCY'S ASSESSMENT OF AVAILABILITY OF RESOURCES**

The Board of Directors will promulgate and regularly update procedures for responding agency's assessment of availability of resources through IPWMAN Operational Plan.

#### **SECTION VII: SUPERVISION AND CONTROL**

A. *DESIGNATION OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* Responding Agency shall designate a representative who shall serve as the person in charge of coordinating the initial work assigned to the Responding Agency's employees by the Requesting Agency. The Requesting Agency shall direct and coordinate the work being assigned to the Responding Agency(s) and the Requesting Agency's employees. All actions shall be consistent with and in accordance with the National Incident Management System (NIMS) and the IPWMAN Operational Plan.

B. *RESPONSIBILITIES OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* The Board of Directors will promulgate and regularly update procedures for Responding Agency's supervisory personnel through the IPWMAN Operational Plan.

#### **SECTION VIII: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL**

The Board of Directors will promulgate and regularly update procedures for length of time for aid and assistance; renewability; recall through the Illinois Public Works Mutual Aid Network (IPWMAN) Operational Plan.

It is presumed that a Responding Agency's aid and assistance shall be given for an initial minimum period of twelve (12) hours. Thereafter, assistance shall be extended as the Responding Agency and Requesting Agency shall agree. The twelve (12) hour period shall start when the aid and assistance departs from Responding Agency's location with the intent of going to Requesting Agency's location. The aid and assistance shall end when it returns to Responding Agency's location with the understanding between the Responding Agency and Requesting Agency that provision of aid and assistance is complete.

Responding Agency may recall its aid and assistance at any time at its sole discretion. Responding Agency shall make a good faith effort to give the Requesting Agency as much advance notice of the recall as is practical under the circumstances.

#### **SECTION IX: DOCUMENTATION OF COST & REIMBURSEMENT OF COST**

A. *PERSONNEL* – Responding Agency shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of aid and assistance, the Responding Agency shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirements, etc.).

B. *RESPONDING AGENCY'S TRAVELING EMPLOYEE NEEDS* – Responding Agency shall document the basic needs of Responding Agency's traveling employees, such as reasonable lodging and meal expenses of Responding Agency's personnel, including without limitation transportation expenses for travel to and from the stricken area during the period of aid and assistance.

C. *EQUIPMENT* – Responding Agency shall document the use of its equipment during the period of aid and assistance including without limitation all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and damages directly caused by provision of the aid and assistance.

D. *MATERIALS AND SUPPLIES* – Responding Agency shall document all materials and supplies furnished by it and used or damaged during the period of aid and assistance.

E. *REIMBURSEMENT OF COSTS* – Equipment, personnel, materials, supplies and/or services provided pursuant to this Agreement shall be at no charge to the Requesting Agency, unless the aid and assistance is requested for more than five (5) calendar days. If aid and assistance is requested from the State of Illinois to be activated as a State asset, the Responding Agency will be reimbursed for personnel, materials, supplies and equipment from the first day of the response to the event by the State of Illinois. Materials and supplies will be reimbursed at the cost of replacement of the commodity. Personnel will be reimbursed at Responding Agency rates and equipment will be reimbursed at an appropriate equipment rate based upon either pre-existing locally established rates, the Federal Emergency Management Agency Equipment Rate Schedule or that published by the Illinois Department of Transportation. In the event that there is no such appropriate equipment rate as described above, reimbursement shall be at the actual cost incurred by the Responding Agency.

#### **SECTION X: RIGHTS AND PRIVILEGES OF RESPONDING AGENCY'S EMPLOYEES**

Whenever Responding Agency's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Responding Agency.

## **SECTION XI: WORKERS' COMPENSATION**

The Parties agree that Requesting Agency shall be responsible for payment of workers' compensation benefits owed to Requesting Agency's employees and that Responding Agency shall be responsible for payment of workers' compensation benefits owed to Responding Agency's employees.

## **SECTION XII: INSURANCE**

Each Party shall bear the risk of liability for its agency and its agency's employees' acts and omissions and shall determine for itself what amount of insurance it should carry, if any. Each Party understands and agrees that any insurance coverage obtained shall in no way limit that Party's responsibility under Section XIII of this Agreement to indemnify and hold the other Parties to this Agreement harmless from such liability.

## **SECTION XIII: INDEMNIFICATION**

Each Party hereto agrees to waive all claims against all other Parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a Party hereto or its personnel.

Each Party requesting aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the Party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the Party rendering aid or its employees shall be the sole and exclusive responsibility of the Party rendering aid; and further provided that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the Party rendering aid. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement.

## **SECTION XIV: NON-LIABILITY FOR FAILURE TO RENDER AID**

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Responding Agency prohibit response. It is the responsibility of the Responding Agency to immediately notify the Requesting Agency of the Responding Agency's inability to respond; however, failure to immediately notify the Requesting Agency of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

## **SECTION XV: NOTICE OF CLAIM OR SUIT**

Each Party who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties of this Agreement shall provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

## **SECTION XVI: AMENDMENTS**

Proposed amendments to this Agreement shall be submitted to the Board of Directors. Amendments shall be approved by majority vote of the Board of Directors.

## **SECTION XVII: ADDITIONAL PARTIES**

Additional agencies may become Parties to this Agreement, provided that such agencies:

- (1) Approve and execute this Agreement.
- (2) Provide a fully executed copy of this Agreement to the Board of Directors.
- (3) Provide the name and title of an authorized representative to the Board of Directors.
- (4) Annually provide a list of mutual aid resources to its local accredited/certified Emergency Management Agency. If requested, the agency may need to assist its local accredited/certified Emergency Management Coordinator with data entry of its mutual aid resources into a web-based format (NIMS Source).

Upon submission of the items enumerated above to the Board of Directors and receipt of acknowledgement from the Board of Directors, the submitting agency shall be regarded as a Party to the Agreement.

## **SECTION XVIII: NOTICES**

Notices and requests as provided herein shall be deemed given as of the date the notices are deposited, by First Class Mail, addressed to the Board of Directors who will notify each of the Parties' representatives.

## **SECTION XIX: INITIAL TERM OF AGREEMENT; RENEWAL; TERMINATION**

The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement. Any Party may withdraw from this Agreement at any time by giving written notification to the Board of Directors. The notice shall not be effective until ninety (90) days after the notice has been served upon the Board of Directors by First Class mail. A Party's withdrawal from this Agreement shall not affect that Party's liability or obligation incurred under this Agreement prior to the date of withdrawal. This Agreement shall continue in force and effect as to all other Parties until such time as a Party withdraws. Failure to adopt any amended agreement within ninety (90) days of said amended agreement will signify a Party's withdrawal from the Agreement.

## **SECTION XX: HEADINGS**

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

## **SECTION XXI: SEVERABILITY**

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the Parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the Parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

## **SECTION XXII: EFFECTIVE DATE**

This Agreement shall be effective on the date of the acknowledgement letter sent by the Board of Directors.

## **SECTION XXIII: WAIVER**

Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

## **SECTION XXIV: EXECUTION OF COUNTERPARTS**

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

## **SECTION XXV: PRIOR IPWMAN AGREEMENTS**

To the extent that provisions of prior IPWMAN Agreements between signatories to this Agreement are inconsistent with this Agreement, all prior agreements for mutual aid and assistance between the Parties hereto are suspended.

## **SECTION XXVI: PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**

This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-Party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

NOW, *THEREFORE*, each of the Parties have caused this IPWMAN Mutual Aid Agreement to be executed by its duly authorized representative who has signed this Agreement as of the date set forth below.

Approved and executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**For the Agency**

By: \_\_\_\_\_

Attest: \_\_\_\_\_

**APPROVED (as to form):**

By: \_\_\_\_\_

*On behalf of the Illinois Public Works Mutual Aid Network*

Approved and executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

President of IPWMAN Board of Directors

Attest: \_\_\_\_\_

IPWMAN Secretary/Treasurer

*Approved by the IPWMAN Interim Board of Directors on September 17, 2008. Amended by the IPWMAN Interim Board of Directors on August 19, 2009. Amended by the IPWMAN Board of Directors on June 16, 2010*