

**RESOLUTION NO. 2012-128**

**RESOLUTION APPROVING AN AMENDMENT TO THE  
AGGREGATION PROGRAM AGREEMENT**

WHEREAS, the Village of Vernon Hills is a Home Rule Unit pursuant to the Illinois Constitution of 1970;

WHEREAS, pursuant to Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-1 et seq. municipalities are authorized to aggregate the electric loads of residential and small commercial retail customers and to then solicit bids, select a retail electric supplier, and enter into a supply agreement to facilitate the purchase of electricity and related services on behalf of its residents and small businesses;

WHEREAS, the Village of Vernon Hills and Villages of Arlington Heights, Lincolnshire, Long Grove, Palatine, Buffalo Grove and Wheeling ("Consortium") have entered into an Intergovernmental Agreement to pursue an electric aggregation program and have approved a Joint Power Supply Bid;

WHEREAS, on April 17, 2012, the Village of Vernon Hills Corporate Authorities approved Resolution No. 2012-064, a Resolution Adopting the Plan of Operation and Governance for the Village's electric aggregation program;

WHEREAS, the Electric Aggregation Plan of Operation and Governance describes pursuant to state law:

- 1) How the Aggregation Program will provide for universal access to all applicable residential and small business customers and equitable treatment of applicable customers;
- 2) How demand management and energy efficiency services will be provided to each class of customers; and
- 3) How the Aggregation will meet any other legal requirements concerning aggregated electric service;

WHEREAS, the Village entered into an Aggregation Program Agreement with Integrys Energy Services, Inc. dated April 26, 2012; and

WHEREAS, the Village supports an amendment to the Aggregation Program Agreement with Integrys Energy Services, Inc. in order to include space heat customers as eligible customers of the Electric Aggregation Program.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, as follows:

- Section 1. The foregoing Whereas clauses are hereby incorporated herein.
- Section 2. The Amendment To The Aggregation Program Agreement that is attached hereto at Exhibit A is approved. The Village Manager is hereby authorized to execute said Amendment.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval.

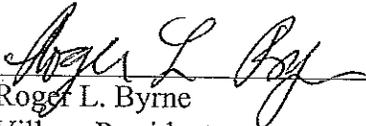
Dated this 24th of July, 2012

Adopted by roll call vote as follows:

AYES: 6 - Schultz, Hebda, Williams, Koch, Marquardt, Schwartz

NAYS: 0 - None

ABSENT AND NOT VOTING: 0 - None

  
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Roger L. Byrne  
Village President

PASSED: 7/24/2012  
APPROVED: 7/24/2012  
ATTEST: 7/25/2012

  
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Michael S. Allison  
Village Clerk



## AMENDMENT TO THE AGGREGATION PROGRAM AGREEMENT

This Amendment to the Aggregation Program Agreement ("Amendment") dated as of 24<sup>th</sup> day of July, 2012 is hereby made by and between Integrys Energy Services, Inc. ("Vendor") and the Village of Vernon Hills ("Village"). The Village and Vendor are sometimes hereinafter referred to individually as "Party" and collectively as "Parties". Any capitalized terms not defined herein shall have the meaning set forth in the Agreement.

WHEREAS, the Village and Vendor agreed to terms associated with the Village's Aggregation Program in the Aggregation Program Agreement dated April 26, 2012 ("Agreement"); and

WHEREAS, the rates for Tariffed Service for Residential Single Family With Electric Space Heat Delivery Class, Residential Multi Family With Electric Space Heat Delivery Class, and Nonresidential Electric Space Heat Delivery Classes ("Space Heat Eligible Customers") have increased since the date of the Agreement; and

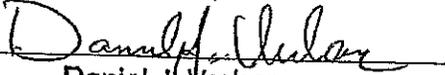
WHEREAS, the Parties desire to amend the Agreement to include Space Heat Eligible Customers within the definition of Eligible Customers in the Agreement and agree upon an additional Opt-Out Process to roll into the Aggregation Program Space Heat Eligible Customers that do not opt-out.

NOW, THEREFORE, effective as of the date of this Amendment, in consideration of the promises and mutual covenants set forth below, the Parties agree to amend the Agreement as follows:

1. Section 4.13 of the Agreement is hereby deleted and replaced with the following:  
**"4.13 Residential Customer Class.** The residential customer class shall include Participating Customers taking service from ComEd under the following rates:
  - 4.13.1 Residential Single Family Without Electric Space Heat Delivery Class
  - 4.13.2 Residential Multi Family Without Electric Space Heat Delivery Class
  - 4.13.3 Residential Single Family With Electric Space Heat Delivery Class
  - 4.13.4 Residential Multi Family With Electric Space Heat Delivery Class"
  
2. Section 4.14 of the Agreement is hereby deleted and replaced with the following:  
**"4.14 Commercial Customer Class.** The commercial customer class shall include those Participating Customers taking service from ComEd consuming less than 15,000 kWh annually under the following rates:
  - 4.14.1 Watt-Hour Delivery Class
  - 4.14.2 Small Load Delivery Class
  - 4.14.3 Nonresidential Electric Space Heat Delivery Class"
  
3. In Exhibit B, subsections 1(a) and 1(b) of the sample Member Terms and Conditions are hereby deleted and replaced with the following:
  - a. Residential Customer Class. To be eligible for the Residential Rate, the Account(s) to be served must be designated by the Utility as belonging to one of the following delivery classes: (i) Residential Single Family Without Electric Space Heat Delivery Class, (ii) Residential Multi Family Without Electric Space Heat Delivery Class, (iii) Residential Single Family With Electric Space Heat Delivery Class, or (iv) Residential Multi Family With Electric Space Heat Delivery Class. Notwithstanding the foregoing, if the Account(s) to be served are (i) on an hourly billing rate or (ii) under contract with another retail electric supplier, the Account(s) are not eligible for Opt-Out Enrollment as defined in Section 2a below but are eligible for Opt-In Enrollment as defined in Section 2b below.
  - b. Commercial Customer Class. To be eligible for the Commercial Rate, the Account(s) to be served must be designated by the Utility as belonging to one of the following delivery classes: (i) Watt-Hour Delivery Class, (ii) Small Load Delivery Class, or (iii) Nonresidential Electric Space Heat Delivery Class. Notwithstanding the foregoing, if the Account(s) to be served are (i) on an hourly billing rate or (ii) under contract with another retail electric supplier, the Account(s) are not eligible for Opt-Out Enrollment as defined in Section 2a below but are eligible for Opt-In Enrollment as defined in Section 2b below."
  
4. The Parties agree that as soon as practicable following execution of this Amendment, Vendor shall run a second Opt-Out Process targeted to the Space Heat Eligible Customers.

5. Each Party acknowledges and agrees that (a) it has the corporate, governmental and/or other legal capacity, authority and power to execute, deliver and enter into this Amendment and any other related documents, and perform its obligations under this Amendment and (b) it taken all necessary actions and made all necessary determinations and findings to authorize such execution, delivery and performance.
6. This Amendment may be executed and delivered in counterparts (including facsimile transmission or attachment to electronic mail transmission), each of which will be deemed an original and all of which together will constitute one and the same instrument. By way of clarification however, this Amendment will not be effective unless both Parties have executed a counterpart.
7. By signing below, each individual additionally warrants that he or she is authorized to sign this Amendment on behalf of the Party for which it was executed.
8. As amended herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been duly executed as of the dates set forth below.

<p><b>VENDOR:</b>  Integrus Energy Services, Inc.</p> <p>By: <u></u>  Name: <u>Daniel J. Verbanac</u>  <u>President</u>  Title: _____  Date: <u>7/26/2012</u></p>	<p><b>VILLAGE OF VERNON HILLS:</b></p> <p>By: <u></u>  <u>Michael Allison</u>  Village Manager  <u>JULY 24, 2012</u></p>
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