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Village President
Gina Pesko
Village Clerk
Paul A. Volpe
Village Manager
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Mr. Conner Rettig
crettig127@gmail.com

March 10, 2020

RE: Freedom of Information Act Request

Dear Mr. Rettig,

The Village of Elmwood Park is in receipt of your March 9, 2020 Freedom of Information Act (5 ILCS 140/1 et seq.) ("FOIA") for the following records:

"...copy of any contracts or agreements between your municipality and electricity suppliers under your municipality's municipal electricity aggregation program. I am interested in obtaining both current and expired contracts."

Your request has been granted in part and denied in part. Enclosed are records responsive to your FOIA request. However, please be advised that certain information in the records being provided has been determined to be exempt from disclosure under FOIA, and that information has been redacted from the records being provided. **We have no current contracts.**

Section 7 (1) (b) of FOIA provides that "private information" is exempt from disclosure. "Private information" is defined in FOIA as, "unique identifiers, including a person's social security number, driver's license number, employee identification number, biometric identifiers, personal financial information, passwords or other access codes, medical records, home or personal telephone numbers, and personal email addresses. Private information also includes home address and personal license plates, except as otherwise provided by law or when compiled without possibility of attribution to any person." 5 ILCS (140/2(c-5). Consequently, certain unique identifiers such as signatures, driver's license numbers, home or personal telephone numbers, and personal license plates have been redacted from the records being provided.

The person responsible for the decision to deny a portion of your FOIA request is the Village of Elmwood Park Freedom of Information Officer, Gina Pesko. In accordance with Section 9(a) of FOIA, you are hereby notified that you have the right to file a Request for Review regarding the decision made by the Village of Elmwood Park Freedom of Information Officer with the Public Access Counselor at the Illinois Attorney General's Office. You can file your Request for Review with the Public Access Counselor by writing to:

Sarah Pratt
Public Access Counselor
Office of the Attorney General
500 South 2nd Street
Springfield, Illinois 62706
Fax: 217-782-1396
E-Mail: publicaccess@atg.state.il.us

If you choose to file a Request for Review with the Public Access Counselor, you must do so within 60 calendar days of the date of this letter. Please note that you must include a copy of your original FOIA request and this letter when filing a Request for Review with the Public Access Counselor.

You are also notified that you have the right to judicial review regarding the decision made by the Village of Elmwood Park Freedom of Information Officer pursuant to Section 11 of FOIA.

Should you have any questions, please do not hesitate to contact my office.

Sincerely,



Gina Pesko, Village Clerk
Freedom of Information Officer
Village of Elmwood Park
708-452-3948

RESOLUTION NO. 455 -13

RESOLUTION APPROVING AN OPT-IN PROGRAM
FOR ELECTRICAL AGGREGATION AND AUTHORIZING
AN AGREEMENT WITH ILLINOIS COMMUNITY CHOICE
AGGREGATION NETWORK LLC TO ASSIST IN THE PLANNING AND
IMPLEMENTATION OF SUCH MUNICIPAL AGGREGATION PROGRAM

PASSED AND APPROVED BY THE
PRESIDENT AND BOARD OF TRUSTEES
THIS 7th DAY OF JANUARY, 2013

Published in pamphlet form by
Authority of the Corporate
Authorities of Elmwood Park, Illinois
the 7th day of January, 2013

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WHEREAS, the corporate authorities of the Village of Elmwood Park are desirous of establishing an opt-in program for electrical aggregation; and

WHEREAS, the corporate authorities are desirous of entering into an agreement with Illinois Community Choice Aggregation Network, LLC, to provide services in the nature of developing the aggregation plan, providing for public education and assisting in the selection of a vendor for the Village's opt-in electrical aggregation program.

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Elmwood Park, Cook County, Illinois, as follows:

Section 1. The corporate authorities of the Village do hereby authorize and approve the establishment of an opt-in program for electrical aggregation, in which the Village will solicit a vendor for the supply of electricity to those residents of the Village who desire to opt-in to such program.

Section 2. The corporate authorities hereby approve that certain "Work Contract Between the Village of Elmwood Park and Illinois Community Choice Aggregation Network LLC (ICCAN)" (hereinafter the "Agreement"), a copy of which is attached hereto as Exhibit "A".

Section 3. The Village Manager is hereby authorized and directed to execute said Agreement on behalf of the Village of Elmwood Park.

Section 4. This Resolution shall be in full force and effect upon its adoption, as provided by law.

Resolved this 7th day of January, 2013.

AYES: 6

NAYS: 0

ABSENT: 1



VILLAGE PRESIDENT

ATTEST:



VILLAGE CLERK

Work Contract
Between
VILLAGE OF ELMWOOD PARK
and
ILLINOIS COMMUNITY CHOICE AGGREGATION NETWORK LLC (ICCAN)

1. Purpose
This constitutes the Independent CONTRACTOR Professional Services Contract (herein, the Contract) between the Village of Elmwood Park (herein Village) and ILLINOIS COMMUNITY CHOICE AGGREGATION NETWORK LLC (ICCAN) (herein CONTRACTOR).
2. Duties of the CONTRACTOR
During the period of this Agreement, the CONTRACTOR shall have the full and complete obligation and responsibility for the performance of the duties and/or work performed to complete the Project Goals. CONTRACTOR shall be obligated to the Village for the performance of all such duties and/or work. Within the limitations herein provided, the CONTRACTOR will render such services of an advisory nature as may be requested from time to time by the Village.
 - A. Municipal Aggregation: Project Goals & Milestones and Deliverables
 1. Assist Village with the development and implementation of an Opt-In Community Choice Aggregation (CCA) plan;
 2. Assist Village with CCA procurement request for proposal and contract;
 3. Assist Village with CCA education and outreach activities.
 - B. Attachments
 1. Attachment A shall include a detailed discussion of scope of work;
 2. Attachment B shall include the requirements of the VILLAGE;
 3. Attachment C shall include activities not included in the scope of work.
3. Period of Performance, Level of Support, and Reporting
This Contract period of performance begins December 15, 2012 and ends one (1) year from the commencement date cited in this Section. Fixed rate billable support is not to exceed the following levels:
 - A. Municipal Aggregation Program Development and Management: To develop, launch, and manage an opt-in municipal aggregation program for the Village, the fee shall be \$9,500.
4. Compensation and Payment
The CONTRACTOR will be compensated in full for work completed under this contract that does not exceed the maximum billable volumes identified in Section 3A above.
 - A. Municipal Aggregation Program Development: The CONTRACTOR shall be paid by the Village. The CONTRACTOR will not receive compensation from the Supplier.
 1. The Village will pay the CONTRACTOR \$5,500.00 upon execution of an Agreement with a Supplier.
 2. The Village will pay the Contractor \$1,000.00 per month each month after the Agreement with a Supplier has been executed.
5. Project Closure
Project Closure shall constitute as a release of CONSULTANT and all subcontractors by Village for any and all claims against and liability of CONTRACTOR, its employees, agents, representatives, subcontractors and assigns might otherwise have or assert arising out of the performance of the Work under this Agreement. VILLAGE's authorization of payment shall constitute an implicit approval of CONTRACTOR's work product. Project Closure occurs as follows:

- A. Municipal Aggregation Program Development: Project closure for Municipal Aggregation Program Development Services shall occur after signing the Supply Contract with an Alternate Retail Electric Supplier.
- B. Municipal Aggregation Program Management. Project closure for Municipal Aggregation Program Development Services shall occur upon expiration or cancellation of the agreement between the Village and the selected Alternate Retail Electric Supplier.

6. CONTRACTOR Services

CONTRACTOR agrees to use all reasonable efforts to perform (or cause to be performed by outside CONTRACTORS) the Project described above and to provide Village with the deliverables. Village accepts the CONTRACTOR deliverables "as is" with no other warranties or conditions of any kind. In addition, Village understands that success of CONTRACTOR deliverables will require its timely support in response to CONTRACTOR request for information or assistance.

7. Relationship of the Parties

The parties agree that the relationship between them created by this Agreement is that of owner-independent CONTRACTOR, and does not constitute a hiring by either party. CONTRACTOR is not an employee or agent of Village for any purpose.

8. Insurance

CONTRACTOR shall provide liability and worker's compensation insurance, and provide a certificate of insurance to VILLAGE.

9. Contract Management Communications

The following shall be the contract managers for each of the parties regarding all compensation and billings related to the performance of this Contract.

VILLAGE OF ELMWOOD PARK

ILLINOIS COMMUNITY CHOICE AGGREGATION NETWORK LLC

Name: Paul A. Volpe
 Address: 11 CONTI Parkway
 Elmwood Park, IL 60707
 (708) 452-3912

Name: Mark Pruitt
 Address: 10 West 35th Street
 16th Floor
 Chicago, Illinois
 (219) 921-3828

Copy to:

E-Mail: pvolpe@elmwoodpark.org

E-Mail: mpruitt@ilccan.com

10. Professional Responsibility

Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by the CONTRACTOR in accordance with his independent and professional judgment. The CONTRACTOR shall perform his services substantially in accordance with generally accepted practices and principles of his trade. This Agreement shall be subject to the rules and regulations of any and all organizations and associations to which the CONTRACTOR may from time to time belong and to the laws and regulations governing the practice of the CONTRACTOR's trade in this State.

11. Termination

This Contract may be terminated with 30 days' notice, by either party, by written notice by one party to the other. In either case, CONTRACTOR shall be paid for all costs due through termination date. All compensation and/or expense reimbursement will be paid through the effective Termination Date. Notwithstanding the above, if termination is prior to referendum vote, no payment will be due if referendum fails.

12. Compliance with Applicable Law

Both parties shall comply with all federal, state, and local laws and regulations applicable to all work performed under this Contract. This Contract shall be governed and construed in accordance with the laws of the State of Illinois.

13. Indemnification

CONTRACTOR shall indemnify, defend and hold Village harmless from any charge, fine, penalty, judgment arising out of CONTRACTOR's performance under this Contract. Village also agrees to indemnify, defend and hold CONTRACTOR and CONTRACTOR's subcontractors harmless from and against all damages, costs and fees arising from Village use of the deliverables.

14. Entire Agreement

This Contract represents all the terms and conditions agreed upon by the parties and may only be amended in a duly executed writing. No other representations or understandings, oral or otherwise, regarding this Contract shall be deemed to exist or to bind any of the parties hereto.

15. Notice

Any notice required to be given hereunder shall be deemed given on the third (3rd) business day following mailing of any such notice, postage paid, to the address set out herein above.

16. Income Tax Designation

In the event that the Internal Revenue Service should determine that the CONTRACTOR is, according to I.R.S. guidelines, an employee subject to withholding and social security contributions, the CONTRACTOR shall acknowledge, as the CONTRACTOR acknowledges herein, that all payments to the CONTRACTOR are gross payments, and the CONTRACTOR is responsible for all income taxes and social security payments thereon.

17. Binding Arbitration

Any controversy or claim arising out of or relating to this Agreement, or any alleged breach thereof, will be settled by binding arbitration utilizing an arbitration service agreed to by the parties. In no event will the arbitration of any controversy or the settlement thereof delay the performance of this Agreement. Arbitration hearings will be held in the County of Cook, Illinois. The Arbitration fee shall be allocated by the Arbitrator.

18. Obligation of Confidentiality

In performing consulting services under this Agreement, CONTRACTOR may be exposed to and will be required to use certain "Confidential Information" belonging to the Village or Village residents. CONTRACTOR agrees that CONTRACTOR employees, agents or representatives will not use, directly or indirectly, such Confidential Information for the benefit of any person, entity or organization other than the VILLAGE; or disclose such Confidential Information without the written authorization of the VILLAGE, either during or after the term of this Agreement, for as long as such information retains the characteristics of Confidential Information. In no event shall CONTRACTOR engage in any activity that would result in any entity or organization acquiring any rights to the results of work performed by or for the VILLAGE.

19. Approval

This Contract shall be subject to the written approval of the Village authorized representative and shall not be binding until so approved. The Work Contract may only be altered, amended or waived by a written amendment executed by both parties.

This Work Contract is executed by the persons signing below.

CONTRACTOR
ILLINOIS COMMUNITY CHOICE
AGGREGATION NETWORK LLC (ICCAN)
Mark Pruitt

VILLAGE
Village of Elmwood Park

Signature:




Paul A. Ch...
EXECUTIVE

Date:

1/17/2013

1/7/13

ATTACHMENT A: Detailed discussion of scope of work

1. **Planning.** Identify key issues, questions, and policy positions required to establish a cohesive plan of action to establish the aggregation.
 - a. **Aggregation Plan:**
 - Complete contract language with Village. December 31st, 2012
 - Conduct Public meeting to educate and discuss proposed Plan of Operation and Governance and proposed time line. January 17th, 2013
 - Provide template document for Plan of Operation and Governance and assist Village in customizing for use by the Village. February 4th, 2013
 - Prepare RFP and submit to Vendor with response due back by 12:00 P.M., February 25th, 2013
 - Review and make recommendation for acceptance of Vendor bid, pending Board approval at March 4th 2013 meeting. February 25th, 2:00 P.M., 2013
 - Board approves Plan of Operation and governance and winning Vendor bid. March 4th 2013 Village Board meeting.
 - Opt-in to begin with April 2013 Com Ed meter reading. April 1st 2013 - ongoing
 - b. **Public Education:**
 - Provide newsletter articles, water bill inserts. February and April 2013
 - Conduct interviews to explain aggregation for Village Media outlets. January /February 2013
 - Be available to speak to resident groups. January – February 2013
 - Have a web site to help explain the aggregation program. January 18th 2013
 - Provide informational mailing to residents February/April 2013
 - Participate in a minimum of two Public Hearings. January 17th and March 14th, 2013
 - c. **Vendor Selection.** Develop solicitation documents and assist in the scoring and selection of a supplier for the municipal aggregation. February 25th 2013
 - **Primary documents:** Prepare final RFP to be distributed to electric suppliers. February 19th, 2013
 - **Calendar:** Develop schedule for distribution, receipt, and review of RFPs February 19th 2013
 - **Vendor outreach:** Contact available suppliers. Present RFP.
 - **Scoring and negotiation:** Summarize RFP results, present results to Village, submit formal supplier selection recommendation help choose supplier. February 25th 2013
 - d. **Price Lock:** Advise Village on timing and methods of locking prices from selected vendor. February 19th, 2013
 - e. **Coordinate implementation**
 - Work with Village to review Opt In letter.
 - Provide insight to help increase readership of Opt IN letter.
 - Manage data flow from supplier to ComEd and the Village. .
 - Ensure data is transferred and maintained in standard required formats.
 - Inform Village of periods when they can expect calls from residents.
 - Train staff how to handle calls and how to transfer calls to Project Team call center. .
 - Be available to handle any unusual circumstances through our customer support area.
2. **Management.** Assist in monitoring contract compliance and expansion of the aggregation's value.
 - a. **Contract compliance.** Monitor pricing applied to Village residents' bills. Review any proposed changes to pricing to ensure that residents' questions can be anticipated and answered.
 - b. **Savings reporting:** Provide a quarterly report to the Village reporting the benefits realized through the aggregation offering.
 - c. **Program expansion:** Propose and review proposals for energy efficiency, demand response, and other potential enhancements to the aggregation program.

ATTACHMENT B: Requirements of the Village

1. Review data requests to ComEd that will be prepared by the CONTRACTOR;
2. Submit data requests to ComEd that will be prepared by the CONTRACTOR;
3. Share data received from ComEd that will be used in the preparation of the Village's Plan of Governance and Operation, Request for Proposals and Energy Supply Contracts;
4. Discuss with the CONTRACTOR appropriate options for conducting voter education and outreach with regard to the municipal aggregation;
5. Provide to the CONTRACTOR data, lists, and other information sources that will be used by the CONTRACTOR to validate the number and location of ComEd account holders located within the Village's corporate boundaries.

ATTACHMENT C: Activities not included in the scope of work

Subject to change by amendment to this CONTRACT, the following scope of services will not be included in the CONTRACTOR'S scope of work:

1. **Media Purchasing.** The CONTRACTOR will not be responsible for purchasing or procuring media resources (i.e. radio, television, billboards, placards, newspaper, periodicals, etc.). The CONTRACTOR will draft and edit media content on behalf of the municipality that is then distributed through media outlets at the cost of the media supplier.

2. **Direct Mail.** The CONTRACTOR will not be responsible for purchasing or procuring mass mailing resources. The CONTRACTOR will draft and edit direct mail content on behalf of the municipality that is then distributed through mass mailing at the cost of the electricity supplier.

3. **Utility Bill Processing.** The CONTRACTOR will not be responsible for issuing or processing utility bills.

4. **Website Development.** The CONTRACTOR will not be responsible for developing or maintaining websites or portals on behalf of the VILLAGE. The CONTRACTOR will draft and edit content on behalf of the municipality that is posted on the Village websites and/or those websites and portals developed and supported by the electric supplier.