

Village of Gilberts

Village Hall
87 Galligan Road, Gilberts, IL 60136
Ph. 847-428-2861 Fax: 847-428-2955
www.villageofgilberts.com

Village Administrator Memorandum 37-14

TO: President Rick Zirk
Board of Trustees

FROM: Ray Keller, Village Administrator

DATE: June 5, 2014

RE: Special Village Board Meeting – June 10, 2014

The following summary discusses the agenda items for the special Village Board meeting scheduled for June 10, 2014:

1. CALL TO ORDER

2. ROLL CALL / ESTABLISH QUORUM

3. PUBLIC COMMENT

4. CONSENT AGENDA

A. Motion to approve Minutes from the May 20, 2014 Village Board Meeting

Please review the enclosed minutes from the May 20 Board meeting. Please contact Village Clerk Debra Meadows prior to the meeting with any corrections or questions. Staff recommend approval.

B. Motion to ratify Bills & Salaries dated May 31, 2014

Please refer to the enclosed spreadsheet, which lists the time-sensitive bills that had to be paid by May 31. If you need additional information about any of these bills, please contact me or Finance Director Marlene Blocker prior to the meeting. Staff recommend approval.

C. Motion to approve Bills & Salaries dated June 10, 2014

Please refer to the enclosed spreadsheet, which lists the bills to be approved. If you need additional information about any of these bills, please contact me or Finance Director Marlene Blocker prior to the meeting. Staff recommend approval.

Public Works Facility
Finance & Building Departments
73 Industrial Drive, Gilberts, IL 60136
Ph. 847-428-4167 Fax: 847-551-3382

Police Department
86 Railroad St., Gilberts, IL 60136
Ph. 847-428-2954 Fax 847-428-4232

D. Motion to approve Ordinance 12-2014, an Ordinance adopting Prevailing Wage Rates to be paid to Laborers, Mechanics and other Workers Performing Construction of Public Works in the Village of Gilberts, Kane County, Illinois
State statute requires the annual adoption of an updated prevailing wage schedule, as determined by the Department of Labor. Prevailing wages apply to all workers engaged in “the construction of public works,” which is broadly defined to include most Village projects involving outside firms. Staff recommend approval.

E. Motion to approve Ordinance 13-2014, an Ordinance to reauthorize the electric aggregation program and a master power supply agreement with Verde Energy USA Illinois LLC

Staff recommend approval of the ordinance, which reauthorizes the Village’s electric aggregation program and establishes a new agreement with Verde Energy USA Illinois LLC. The new agreement establishes a fixed rate of 7.936 cents per kilowatt hour electricity for residential and small business customers, which matches ComEd’s current rate for residential users. Verde’s rate will be good for a one-year period starting July 1, when the previous agreement with FirstEnergy Inc. expires. The agreement again establishes an opt-out program, which allows residents to use a different electricity provider (“opt-out”) with no penalty if they so choose. Staff reviewed and signed the enclosed master power supply agreement to secure the rate with Verde. Please contact me with any questions about the program or the contract.

5. ITEMS FOR APPROVAL

There are no new items for approval, except any items removed from the consent agenda.

6. ITEMS FOR DISCUSSION

Please contact me or Village President Rick Zirk for any discussion topics to be added to the agenda.

7. STAFF REPORTS

Staff will provide any updates at the meeting.

8. BOARD OF TRUSTEES REPORTS

9. PRESIDENT’S REPORT

10. EXECUTIVE SESSION

Please contact me about any current executive session topics.

11. ADJOURNMENT

**VILLAGE OF GILBERTS
SPECIAL BOARD MEETING
MEETING AGENDA
87 GALLIGAN ROAD,
GILBERTS, ILLINOIS 60136
June 10, 2014
AGENDA
7:00 P.M.**

ORDER OF BUSINESS

1. CALL TO ORDER / PLEDGE OF ALLEGIANCE

2. ROLL CALL / ESTABLISH QUORUM

3. PUBLIC COMMENT

4. CONSENT AGENDA

- A. A Motion to approve Minutes from the May 20, 2014 Village Board Meeting
- B. A Motion to ratify Bills and Salaries Dated June 2, 2014
- C. A Motion to approve Bills and Salaries Dated June 10, 2014
- D. A Motion to approve Ordinance 12-2014, an Ordinance adopting Prevailing Wage Rates to be paid to Laborers, Mechanics and other Workers Performing Construction of Public Works in the Village of Gilberts, Kane County, Illinois
- E. A Motion to approve Ordinance 13-2014, an Ordinance to Reauthorize the Electric Aggregation Program and a Master Power Supply Agreement with Verde.

5. ITEMS FOR APPROVAL

6. ITEMS FOR DISCUSSION

7. STAFF REPORTS

8. BOARD OF TRUSTEES REPORTS

9. PRESIDENT'S REPORT

10. EXECUTIVE SESSION

A portion of the meeting will be closed to the Public, effective immediately as Permitted by 5 ILCS 120/2(c) (1) to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the Village, and as permitted by 5 ILCS 120/2 (c) (11) to discuss litigation against, affecting, or on behalf of the Village which has been filed and is pending in a court or administrative tribunal of which is imminent and as permitted by 5 ILCS 120/2(c) (21) to review and approve closed session minutes and as permitted by 5 ILCS 120/2 (c) 2 Collective negotiating matters.

11. ADJOURNMENT

Village of Gilberts
87 Galligan Road
Gilberts, IL 60136
Village Board
Meeting Minutes
May 20, 2014

NOT APPROVED MINUTES

Call to Order / Pledge of Allegiance

President Zirk called the meeting to order at 7:00 p.m. He proceeded to lead those present in the pledge of allegiance.

Roll call / Establish Quorum

Village Clerk Meadows called the roll. Roll call: Members present: Trustees Corbett, Farrell, Hacker and President Zirk.

Public Comment

President Zirk asked if anyone in the audience wished to address the Board Members. There were no comments from those in attendance.

Consent Agenda

- A. A Motion to approve Minutes from the May 6, 2014, Village Board Meeting
- B. A Motion to approve Minutes from the May 13, 2014, Committee of the Whole Meeting
- C. A Motion to approve April 2014 Treasurer's Report
- D. A Motion to approve Bills & Salaries dated May 20, 2014 as follows: General Fund \$569,489.34, Permit Pass Thrus \$74.33, Performance Bonds and Escrows \$18,012.50, Water Fund \$74,578.97, and Payroll \$134,279.75
- E. A Motion to approve Resolution 26-2014, a Resolution authorizing a service agreement between the Village of Gilberts and WebQA Inc. for CRM and 311 Services
- F. A Motion to approve Resolution 27-2014, a Resolution authorizing a purchase agreement between the Village of Gilberts and Currie Motors, Frankfort, Illinois for one 2015 Ford Police Interceptor Sedan and one 2015 Ford Utility Police Interceptor in an amount not to exceed \$50,067.00
- G. A Motion to acknowledge and file the Annual Police Pension Report

President Zirk inquired if there was any consent agenda item the Board Members would like to have removed. There was no response from the Board Members.

A Motion was made by Trustee Farrell and seconded by Trustee Corbett to approve the consent agenda items A-G as presented. Roll call: Vote: 4-ayes: Trustees Corbett, Farrell, Hacker and President Zirk. 0-nays, 0-abstained. Motion carried.

Items for approval

Ordinance 10-2014, an Ordinance Establishing the Village of Gilberts Special Service Area Number Twenty-Four

President Zirk noted that items 5A -5C are all related to the approval of Special Service Area Number Twenty Four. Trustee Zambetti arrived at 7:05 p.m.

Bond Counsel Bilas provided the Board Members with a global overview on the adoption of the Ordinances required in the restructuring of the Special Service Area #19 bonds. She reported that Ordinance 10-2014 provides for a reduced principal amount of the Bonds which may be issued in exchange for the outstanding SSA #19 Bonds and therefore reduces the levy amount. The proposed Establishing Ordinance also reflects the extended maturity of the SSA #24 Bonds and provides for the levy of special taxes through 2033.

Bond Counsel Bilas continued by commenting on, Ordinance 11-2014, an Ordinance providing for the issuance of Special Service Area Tax Bonds. She reported that the Ordinance authorizes the issuance of \$9,750,000 in Bonds for the principal amount for SSA Number Twenty-Four in exchange for the outstanding \$15,000,000 principal amount of the defaulted SSA Number Nineteen Bonds.

Bond Counsel Bilas noted that the Bond Ordinances approves the forms of certain documents including an Amended and Restated Trust Indenture which amends the Indenture pursuant to which the SSA Number Nineteen were issued. In addition, the Bond Ordinance contains a form of a consulting agreement with David Taussig & Associates who will serve as a Consultant to the Village and administer the billing and collection of the SSA special taxes directly on behalf of the Village without going through Kane County. The final document included in the Bond Ordinance is a form of a continuing disclosure agreement to be entered into between the Village of Gilberts and Gilberts Development LLC to effect compliance with the Rule 15c2-12 adopted by the Securities Exchange Commission.

Bond Council Bilas reported that there will be no cash delivered in connection with the exchange of SSA Twenty Four Bonds for the SSA Number Nineteen Bonds. After approval of the Bond Ordinances and the Bonds are issued the Village Board will need to repeal Ordinances establishing SSA Number Nineteen and Twenty and the lien on the property associated with those SSA Bonds.

There being no further discussion on the proposed Bond Ordinances, **a Motion was made by Trustee Zambetti and seconded by Trustee Farrell to approve Ordinance 10-2014, an Ordinance Establishing the Village of Gilberts Special Service Area Number Twenty-Four.** Roll call: Vote: 4-ayes: Trustees Zambetti, Farrell, Hacker and Corbett. 0-nays, 0-abstained. Motion carried.

A Motion to approve Ordinance 11-2014, an Ordinance providing for the issuance of not to exceed \$9,750,000 Village of Gilberts, Kane County, Illinois Special Service Area Number Twenty-Four Special Tax Bond, Series 2014 (The Conservancy Project) and providing for the Levy of a Direct Annual Tax on Taxable Property in such Special Service Area for the payment of Principal and Interest on such Bonds.

There being no further discussion on the motion, a **Motion was made by Trustee Farrell and seconded by Trustee Corbett to approve Ordinance 11-2014, an Ordinance providing for the issuance of not to exceed \$9,750,000 Village of Gilberts, Kane County, Illinois Special Service Area Number Twenty-Four Special Tax Bond, Series 2014 (The Conservancy Project) and providing for the Levy of a Direct Annual Tax on Taxable Property in such Special Service Area for the payment of Principal and Interest on such Bonds.** Roll call: Vote: 4-ayes: Trustees Farrell, Hacker, Corbett and Zambetti. 0-nays, 0-abstained. Motion carried.

A Motion to approve Resolution 28-2014, a Resolution authorizing a professional service agreement between the Village of Gilberts and David Taussig & Associates, Inc. to provide consulting services for the issuance of Bonds for Special Service Area Number Twenty-Four.

There being no further discussion on the motion, a **Motion was made by Trustee Zambetti and seconded by Trustee Farrell to approve Resolution 28-2014, a Resolution authorizing a professional service agreement between the Village of Gilberts and David Taussig & Associates, Inc. to provide consulting services for the issuance of Bonds for Special Service Area Number Twenty-Four.** Roll call: Vote: 4-ayes: Trustees Corbett, Zambetti, Farrell and Hacker. 0-nays, 0-abstained. Motion carried. Developer Mertz thanked the Board Members for their efforts assisting Gilberts Development LLC in the refinancing of SSA 19 Bonds.

Items for Discussion

There were no items listed under "Items for Discussion".

President Zirk presented Mr. George Kannigan the Village's Stormwater Consultant with a long awaited check for the sale of detention credits to the Illinois Tollway Authority. Consultant Kannigan thanked the Board Members.

Staff Reports

Administrator Keller commented on a recent request from Gilberts Glen's residents asking if the Village could restore their entrance sign. He noted that in the past the Board had agreed to maintain the entrance signage. However, Administrator Keller was looking for Board direction on what was the level of expectation for maintaining entrance signage. He reported that Public Works could perform the roof repairs. However, they would be unable to rewrite the slogan "A little bit of Heather". The Board Members discussed replacing the entrance signage for the subdivisions that don't have active HOAs. Staff will research the cost of replacing the subdivision's entrance signage. Trustee Zambetti suggested phasing in the replacement of the subdivisions' entrance signage.

Administrator Keller discussed the 50/50 Tree Replacement Program. He noted that in past years few residents have utilized the program. However, this year the Tree Replacement Programs funds have been depleted. Administrator Keller reported that there is \$18,700 allocated in the 50/50 Sidewalk Program which could be moved to the Tree Replacement Program. The Board Members approved reallocating the sidewalk replacement funds to support the Tree Replacement Program.

Administrator Keller commented on the Electric Aggregation bidding process. He reported that currently the alternative electric suppliers are no longer offering lower rates. Their rates are mirroring ComEd rates. The Board Members suggested Staff draft language for the next newsletter and the Village's facebook page informing residents of the current alternative electric suppliers rates compared to ComEd's rates.

Assistant Administrator Beith reported on the status of the NOAA Weather Radios. He stated that he can purchase them in lots of 5 for \$25.90 each. Trustee Corbett thanked Assistant Administrator Beith for providing the information.

Assistant Administrator Beith reported on the status of the Ride in Kane program. He discussed the fact that PACE is four months behind in their invoicing so the Village was unaware that some of the participants were abusing the program and scheduling more than one round trip ride per week as allowed in the agreement. The over usage has exceed the Village's budget for that program. AID will no longer allow Village residents to access the program. Assistant Administrator Beith will be attending the next Ride in Kane meeting to voice the Village's concerns with the delayed invoices and other concerns with the program.

Administrator Keller reported that Ryland Homes has pulled their last single family home permit. A lengthy discussion ensued with respect to the Village's acceptance of the Gilberts Town Center's public infrastructure improvements and the maintenance of the vacant lots.

Board of Trustee Reports

Trustee Hacker inquired on the outcome of a recent incident at the Intra Soccer facility involving fifty people and two referees. He questioned if alcohol was involved and if the Village had issued a citation and applied the penalties. Administrator Keller reported that no citation had been issued. The incident occurred when the players disputed a call by the referees. There was no evidence to suggest alcohol was involved.

The Board Members questioned why there was no on-site security as Mr. Scholnik had promised in the past.

The Board Members directed staff to begin documenting each time an incident at the soccer facility occurs. In addition, the Board Members directed staff to draft a letter to the County documenting the Village's concern with respect to the recent incident at the soccer facility, in which The Village of Gilberts, Kane County, and the City of Elgin's Police Departments were called.

The Board Members discussed the magic number with respect to the frequency of these types of occurrences in which they would strongly recommend The Kane County Board consider rescinding Intra Soccer LLC's liquor license. There was no final decision made on the number of occurrences in which the Village Board Members would address the situation with Kane County Board Members.

President's Report

President Zirk reminded the Board Members that this weekend is the Community Days Festival and the committee is looking for volunteers. He stated if there wasn't any pressing matters he would suggested the Board Members cancel the regularly scheduled meeting on Tuesday, June 3rd. The Board Members concurred with President Zirk's recommendation.

Executive Session

A Motion was made by Trustee Zambetti and seconded by Trustee Farrell to enter in to Executive Session as permitted by 5 ILCS 102/2 (c) (11) to discuss litigation against, affecting, or on behalf of the Village which has been filed and is pending in a court or administrative tribunal of which is imminent. Roll call: Vote: 4-eyes: Trustees Zambetti, Farrell, Hacker and Corbett.

The Board Members along with Administrator Keller, Attorney Tappendorf, Assistant Administrator Beith and Village Clerk Meadows entered into Executive Session at 7:51 p.m. and returned to the public meeting at 7:57.

Reconvene/ Roll Call

A Motion was made by Trustee Zambetti and seconded by Trustee Farrell to reconvene to the public meeting at 7:58 p.m. Roll Call: Vote: 4-eyes: Trustees Farrell, Hacker, Corbett, and Zambetti. 0-nays, 0-abstained. Motion carried.

Adjournment

There being no further business to discuss, a **Motion was made by Trustee Corbett and seconded by Trustee Hacker to adjourn from the public meeting at 7:59 p.m.** Roll call: Vote: 4-eyes by unanimous voice vote. 0-nay, 0-abstained. Motion carried.

Respectfully submitted, Debra Meadows

VENDOR ID	VENDOR	GRAND TOTAL	GENERAL FUND	DEVELOPER DONATIONS	PERMIT PASS THURUS	PERFORMANCE BONDS AND ESCROWS	WATER FUND	PAYROLL
	BILLS ADDED AFTER PACKETS							
		266,968.63	131,738.81	-	-	10,916.32	61,998.00	62,315.50
ANCEL	ANCEL, GLINK, DIAMOND, BUSH,	13,408.32	6,583.32			6,825.00		
BLOCKER	MARLENE BLOCKER	22.40	22.40					
BANKCARD	CARD SERVICES	1,068.72	1,068.72					
CONSTELL	CONSTELLATION NEWENERGY, INC.	5,839.73					5,839.73	
DEERE	JOHN DEERE LANDSCAPES	50.50	50.50					
FOX003	FOX VALLEY FIRE AND SAFETY	222.15	172.10				50.05	
HEL001	RALPH HELM, INC.	49.02	49.02					
HSEDEC01	KIM KUNOLD CLARK	58.00				58.00		
LEROY01	LEROY'S LAWN EQUIPMENT	19.24	19.24					
MDCENV01	MDC ENVIRONMENTAL	45,989.87	45,989.87					
NWWS01	FERGUSON WATERWORKS	3,202.85					3,202.85	
PROV001	PROVENA ST. JOSEPH HOSPITAL	250.00	250.00					
RAO001	RAY O'HERRONS	536.88	536.88					
SUBLAB01	SUBURBAN LABORATORIES	253.00					253.00	
T0001678	KURT S. GERISCHER	58.00				58.00		
T0001679	DIRECT FENCE OF ELGIN	58.00				58.00		
T0001680	P. V. RAMA KRISHA	58.00				58.00		
T0001681	MICHAEL AND DEBRA LACOMB	58.00				58.00		
SUBLAB01	SUBURBAN LABORATORIES	61.00					61.00	
UNION02	UNION NATIONAL BANK FOR PETTY	239.30	239.30					
VIKING01	VIKING CHEMICAL COMPANY	688.00					688.00	
WOOD001	ALANA WOODBURY	58.00				58.00		
	INSURANCE - A J GALLAHER	24,107.19	19,192.01					
	PAYROLL 5/17-5/31	62,315.50					4,915.18	62,315.50
	UB POSTAGE	127.20						127.20
AFID001	ASSOC. FOR INDIVIDUAL DEVELOP.	249.85	249.85					
ANCEL	ANCEL, GLINK, DIAMOND, BUSH,	97.50				97.50		
ASP002	ASPEN VALLEY LANDSCAPE, INC.	29.50	29.50					
AZAVAR01	AZAVAR AUDIT SOLUTIONS, INC.	31.85	31.85					
B&W001	BAXTER & WOODMAN, INC.	17,936.36	3,315.00			3,645.82		
BATT001	BATTERIES PLUS	171.96	171.96					10,975.54
BATTGUY	THE BATTERY GUY, INC.	50.00	50.00					

VENDOR ID	VENDOR	GRAND TOTAL	GENERAL FUND	DEVELOPER DONATIONS	PERMIT PASS THRU	PERFORMANCE BONDS AND ESCROWS	WATER FUND	PAYROLL
BENCHMARK	BENCHMARK SALES & SERVICE	4,909.00						
BUGMAN	THE BUG MAN, INC	118.00	118.00				4,909.00	
CAN01	CANON FINANCIAL SERVICES, INC.	169.00	169.00					
CARUS01	CARUS CHEMICAL COMPANY	5,945.64						
CLARKE01	CLARKE AQUATIC SERVICES	5,089.00	5,089.00				5,945.64	
COM003	COMMONWEALTH EDISON	336.12	336.12					
CONSTELL	CONSTELLATION NEWENERGY, INC.	7,472.80						
CURTECH	CURRENT TECHNOLOGIES, INC.	210.00	210.00				7,472.80	
DEERE	JOHN DEERE LANDSCAPES	96.00	96.00					
ELNELSON	ELMUND & NELSON CO.	13,585.00	13,585.00					
EMBCOF	EMBASSY CANTEEN	11.45	11.45					
FOREMOST	FOREMOST PROMOTIONS	534.00	534.00					
FOXWEB	FOX VALLEY WEBWORKS, INC.	149.85	149.85					
GOTTFRYD	IWONA GOTTFRYDZIAK	95.23	95.23					
GPPF01	GILBERTS POLICE PENSION FUND	11,427.24	11,427.24					
ILRURAL	ILLINOIS RURAL WATER ASSOC.	348.92						
JUST001	JUST TIRES	1,879.00	1,879.00				348.92	
LEROY01	LEROY'S LAWN EQUIPMENT	152.49	152.49					
MANALY01	MCHENRY ANALYTICAL WATER	1,030.00						
MBMBINC	TODAY'S UNIFORMS	113.96	113.96				1,030.00	
MCCANN	MCCANN INDUSTRIES, INC.	17.41	17.41					
MEN002	MENARDS - CARPENTERSVILLE	767.56	526.00					
METRO001	METRO WEST COUNCIL	94.00	94.00				241.56	
MMD001	MMD	107.47	29.99					
MORTSALT	MORTON SALT, INC	2,493.75					77.48	
NEX001	NEXUS OFFICE SYSTEMS, INC.	183.27	183.27				2,493.75	
NWWS01	FERGUSON WATERWORKS #2516	11,156.65						
PHOENIX	PHOENIX & ASSOCIATES, INC.	12,325.00	12,325.00				11,156.65	
PIT001	PITNEY BOWES INC	173.57	173.57					
SCUFF01	RICHARD SPINKER	560.00	560.00					
STAPLES	STAPLES ADVANTAGE	344.29	210.53					
SUBLAB01	SUBURBAN LABORATORIES	1,170.00					133.76	
T0001674	STEVE VAN GHEEM	351.20	351.20				1,170.00	
T0001675	LAWRENCE G. STONER	86.55	86.55					
T0001676	CHARLIE KALLER	175.60	175.60					
T0001677	SEAN & KRISTY HOLTTON	167.48	167.48					
USABLUE	USA BLUEBOOK	53.84	53.84					
VERZ01	VERIZON WIRELESS	422.62	296.51					
WCOM01	COMMONWEALTH EDISON-WATER	779.78					126.11	
WEBQA01	WEBQA, INC.	4,500.00	4,500.00				779.78	

Check Warrant Report	
Payroll Checks From 5/17-5/31/14	
Employee Name	Net Pay
Anderson, Matthew	846.29
Beith, William	1,445.44
Block, Todd J	2,287.29
Blocker, Marlene	1,316.19
Castillo, John	1,657.61
Corbett, Dan	218.37
Danca, Karen	314.48
Farrell, Nancy	218.37
Hacker, Louis	173.37
Haufe, Neal	484.58
Hernandez, Jason	453.24
Hill, Jeff R	1,737.82
Izydorski, Michael	991.31
Joswick, Michael	1,974.30
Keller, Raymond B.	2,329.08
Klaras, Jason	975.28
Koukol, Henry	960.10
Leclerg, David	218.37
Levand, James A	999.75
Lorkowski, Michael	227.43
Maculitis, Jerome	301.92
Meador, Eric E.	1,890.48
Meadows, Debra	1,419.59
Mierisch, Patricia	226.70
Mueller, Steve	6.98
Pulgar, Hector L	1,914.20
Ringa, Sean	551.35
Rodriguez, Vanessa	474.43
Rood, Jackie E. Jr	2,414.06
Rossi, Louis	1,550.57
Rowlett, Heather	933.53
Russell, Claudine	947.72
Sarkesian, Guy	544.56
Schuring, Larry	869.52
Sheppard, Paul	1,214.55
Siegbahn, Lisa	617.22
Steiner, George	201.60
Swanson, Michael	493.47
Swedberg, John L	2,036.42
Thomas, Randall	83.75
Varas, Randy	1,382.66
Wittenauer, Robert A.	915.47
Zambetti, Guy	218.37
Zirk, Rick	436.75
PAYROLL LIABILITIES:	
Federal Tax Deposits	16,078.02
ICMA-RC	600.00
ICMA-RA	500.00
Illinois Department of Revenue	2,813.72
KCC State Disbursement Unit	184.62
SD1 State Disbursement Unit	341.60
SDU State Disbursement Unit	323.00
Total All Checks	62,315.50

**An Ordinance Adopting Prevailing Wage Rates to be
Paid to Laborers, Mechanics and other Workers Performing
Construction of Public Works in the Village of Gilberts, Kane County, Illinois**

WHEREAS, The State of Illinois has enacted the Prevailing Wage Act, approved June 26, 1941, as amended, being 820 ILCS 130/0.01 through 130/12 (the "Act"); and

WHEREAS, the Act requires that during the month of June of each calendar year the Board of Trustees of the Village of Gilberts (the "Village") investigate and ascertain the prevailing rate of wages, as defined in said Act, in the "locality" of the Village for laborers, mechanics and other workers performing construction of public works for the Village.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS, KANE COUNTY, ILLINOIS, AS FOLLOWS:

Section 1: To the extent and as required by the Act, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in the construction of public works coming under the jurisdiction of the Village is hereby ascertained to be the same as the prevailing rate of wages for construction in Kane County as determined by the Department of Labor of the State of Illinois (the "Department") as of June 1, 2014, a copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department shall supersede the Department's June determination and apply to any and all public works construction undertaken by the Village. The definition of any terms appearing in this Ordinance which are used in the Act shall be the same as in the Act.

Section 2: Nothing herein contained is intended to apply nor shall be construed to apply said prevailing rate of wages as herein ascertained to any work or employment performed on behalf of this Village except public works construction to the extent required by the Act.

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

Section 4: All Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5: The Village Clerk shall publicly post or keep available for inspection by any interested part in the main office of this Village this determination of prevailing rate of wages. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contact specifications.

Section 6: By July 12th, the Village Clerk shall file a certified copy of this Ordinance with the Department of Labor.

Section 7: Within thirty (30) days after filing the Village Clerk shall cause to be published in a newspaper of general circulation within the area a notice that this determination is effective and constitutes the determination of this public body.

Section 8: The Village Clerk shall mail a copy of this Ordinance to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

Section 9: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED THIS _____ DAY OF JUNE _____, 2014

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee David LeClercq	_____	_____	_____	_____
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Louis Hacker	_____	_____	_____	_____
Trustee Nancy Farrell	_____	_____	_____	_____
Trustee Patricia Mierisch	_____	_____	_____	_____
Trustee Guy Zambetti	_____	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

APPROVED THIS ____ DAY OF _____, 2014:

Village President Rick Zirk

(SEAL)

ATTEST: _____

Village Clerk Debra Meadows

Published: _____

Kane County Prevailing Wage for June 2014

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		37.100	37.600	1.5	1.5	2.0	12.97	9.930	0.000	0.500
ASBESTOS ABT-MEC		BLD		35.100	37.600	1.5	1.5	2.0	11.17	10.76	0.000	0.720
BOILERMAKER		BLD		44.240	48.220	2.0	2.0	2.0	6.970	17.54	0.000	0.350
BRICK MASON		BLD		41.580	45.740	1.5	1.5	2.0	9.700	12.80	0.000	1.040
CARPENTER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.76	0.000	0.630
CEMENT MASON		ALL		41.550	43.550	2.0	1.5	2.0	9.500	15.87	0.000	0.500
CERAMIC TILE FNSHER		BLD		34.810	0.000	2.0	1.5	2.0	10.20	7.830	0.000	0.640
COMMUNICATION TECH	N	BLD		36.360	38.460	1.5	1.5	2.0	12.27	10.25	0.000	0.640
COMMUNICATION TECH	S	BLD		37.650	39.750	1.5	1.5	2.0	10.03	10.44	0.000	1.320
ELECTRIC PWR EQMT OP		ALL		37.890	51.480	1.5	1.5	2.0	5.000	11.75	0.000	0.380
ELECTRIC PWR GRNDMAN		ALL		29.300	51.480	1.5	1.5	2.0	5.000	9.090	0.000	0.290
ELECTRIC PWR LINEMAN		ALL		45.360	51.480	1.5	1.5	2.0	5.000	14.06	0.000	0.450
ELECTRIC PWR TRK DRV		ALL		30.340	51.480	1.5	1.5	2.0	5.000	9.400	0.000	0.300
ELECTRICIAN	N	ALL		43.660	48.030	1.5	1.5	2.0	12.88	12.29	0.000	0.760
ELECTRICIAN	S	BLD		45.040	49.540	1.5	1.5	2.0	10.36	11.26	0.000	1.580
ELEVATOR CONSTRUCTOR		BLD		49.900	56.140	2.0	2.0	2.0	12.73	13.46	3.990	0.600
FENCE ERECTOR		ALL		45.060	48.660	2.0	2.0	2.0	9.390	17.69	0.000	0.400
GLAZIER		BLD		40.000	41.500	1.5	2.0	2.0	12.49	15.99	0.000	0.940
HT/FROST INSULATOR		BLD		46.950	49.450	1.5	1.5	2.0	11.17	11.96	0.000	0.720
IRON WORKER		ALL		45.060	48.660	2.0	2.0	2.0	9.390	17.69	0.000	0.400
LABORER		ALL		37.000	37.750	1.5	1.5	2.0	12.97	9.930	0.000	0.500
LATHER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.76	0.000	0.630
MACHINIST		BLD		43.920	46.420	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS		ALL		30.520	0.000	1.5	1.5	2.0	9.700	12.55	0.000	0.590
MARBLE MASON		BLD		40.780	44.860	1.5	1.5	2.0	9.700	12.71	0.000	0.740
MATERIAL TESTER I		ALL		27.000	0.000	1.5	1.5	2.0	12.97	9.930	0.000	0.500
MATERIALS TESTER II		ALL		32.000	0.000	1.5	1.5	2.0	12.97	9.930	0.000	0.500
MILLWRIGHT		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.76	0.000	0.630
OPERATING ENGINEER		BLD 1		46.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD 2		44.800	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD 3		42.250	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD 4		40.500	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD 5		49.850	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD 6		47.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD 7		49.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 1		44.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 2		43.750	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 3		41.700	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 4		40.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 5		39.100	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 6		47.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 7		45.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
ORNAMNTL IRON WORKER		ALL		45.060	48.660	2.0	2.0	2.0	9.390	17.69	0.000	0.400
PAINTER		ALL		40.980	42.980	1.5	1.5	1.5	10.00	8.200	0.000	1.350
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIIVER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.76	0.000	0.630
PIPEFITTER		BLD		41.200	43.200	1.5	1.5	2.0	9.750	17.59	0.000	1.710
PLASTERER		BLD		41.250	43.730	1.5	1.5	2.0	11.10	11.69	0.000	0.550
PLUMBER		BLD		41.200	43.200	1.5	1.5	2.0	9.750	17.59	0.000	1.710
ROOFER		BLD		39.200	42.200	1.5	1.5	2.0	8.280	9.690	0.000	0.430
SHEETMETAL WORKER		BLD		43.250	45.250	1.5	1.5	2.0	10.65	12.90	0.000	0.820
SIGN HANGER		BLD		26.070	27.570	1.5	1.5	2.0	3.800	3.550	0.000	0.000

SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	10.75	8.850	0.000	0.450
STEEL ERECTOR	ALL	45.060	48.660	2.0	2.0	2.0	9.390	17.69	0.000	0.400
STONE MASON	BLD	41.580	45.740	1.5	1.5	2.0	9.700	12.80	0.000	1.040
SURVEY WORKER -> NOT IN EFFECT		37.000	37.750	1.5	1.5	2.0	12.97	9.930	0.000	0.500
TERRAZZO FINISHER	BLD	36.040	0.000	1.5	1.5	2.0	10.20	9.900	0.000	0.540
TERRAZZO MASON	BLD	39.880	42.880	1.5	1.5	2.0	10.20	11.25	0.000	0.700
TILE MASON	BLD	41.840	45.840	2.0	1.5	2.0	10.20	9.560	0.000	0.880
TRAFFIC SAFETY WRKR	HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TUCKPOINTER	BLD	41.950	42.950	1.5	1.5	2.0	8.180	11.78	0.000	0.630

Legend:

RG (Region)
 TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)
 C (Class)
 Base (Base Wage Rate)
 FRMAN (Foreman Rate)
 M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)
 OSA (Overtime (OT) is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pensn (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations

KANE COUNTY

ELECTRICIANS AND COMMUNICATIONS TECHNICIAN (NORTH) - Townships of Burlington, Campton, Dundee, Elgin, Hampshire, Plato, Rutland, St. Charles (except the West half of Sec. 26, all of Secs. 27, 33, and 34, South half of Sec. 28, West half of Sec. 35), Virgil and Valley View CCC and Elgin Mental Health Center.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical

systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security systems, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central offices, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may

be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; File Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5);

Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor;

Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar

equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

ORDINANCE NO. 13-2014

**ORDINANCE AUTHORIZING RENEWAL OF ELECTRIC
AGGREGATION PROGRAM AND A MASTER POWER SUPPLY
AGREEMENT WITH VERDE ENERGY USA ILLINOIS LLC**

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

WHEREAS, the Village of Gilberts, Illinois (“Village”) submitted the question to referendum in the March 20, 2012 election and a majority of the electors voting on the question voted in the affirmative; and

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

WHEREAS over 1,900 residences and small businesses were originally enrolled in the program, and the aggregate savings for the first 17 months of the program have totaled \$351/household and \$740,000 throughout the entire community; and

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

NOW THEREFORE, BE IT ORDAINED by the Village Council of the Village of Gilberts, Kane County, Illinois, As Follows:

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

SECTION 2:

- A. Pursuant to Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-1, et seq., (the “Act”) the Corporate Authorities of the Village are hereby authorized to aggregate, in accordance with the terms of the Act, residential and small commercial retail electrical loads located within the corporate limits of the Village, and for that purpose may solicit bids and enter into service agreements to facilitate for those loads the sale and purchase of electricity and related services and equipment.
- B. The Aggregation Program for the Village shall continue to operate as an opt-out program for residential and small commercial retail customers.
- C. As an opt-out program, the Corporate Authorities of the Village shall fully inform residential and small commercial retail customers in advance that they have the right to opt-out of the Aggregation Program before the resident or commercial account is renewed. The disclosure and information provided to the customers shall comply with the requirements of the Act.
- D. The Corporate Authorities hereby grant the Village Administrator, or his/her designee the specific authority to execute a contract without further action by the Corporate Authorities and with the authority to bind the Village.
- E. The Village will again engage NIMEC, who managed the initial aggregation. NIMEC will solicit bids from multiple suppliers and consult with the Village in our decision to select the supplier that best meets our needs. NIMEC will also assist with the conversion process, and provide assistance to residents with questions.

SECTION 3: The Village hereby approves the master supply agreement with Verde Energy USA Illinois LLC, hereto attached as Exhibit “A”.

SECTION 4: This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED THIS _____ DAY OF _____, 2014.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee David LeClercq	_____	_____	_____	_____
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Louis Hacker	_____	_____	_____	_____
Trustee Nancy Farrell	_____	_____	_____	_____
Trustee Patricia Mierisch	_____	_____	_____	_____
Trustee Guy Zambetti	_____	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

APPROVED THIS ____ DAY OF _____, 2014:

Village President Rick Zirk

(SEAL)

ATTEST: _____
Village Clerk Debra Meadows

Published: _____

MASTER POWER SUPPLY AGREEMENT

AGREEMENT BY AND BETWEEN THE VILLAGE OF GILBERTS AND VERDE ENERGY USA ILLINOIS, LLC TO PROVIDE FULL-REQUIREMENTS ELECTRICITY SUPPLY AND RELATED SERVICES FOR THE VILAGE'S ELECTRIC AGGREGATION PROGRAM

This Agreement ("Agreement"), is entered into as of this ____ day of _____, 2014 ("Effective Date") between the VILLAGE OF GILBERTS, an Illinois municipal corporation ("Municipality") and Verde Energy USA Illinois, LLC ("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. In order to identify qualified suppliers of electricity for the Program, the Northern Illinois Municipal Electric Collaborative ("NIMEC") conducted a Request for Qualifications and Joint Power Supply Bid process.

C. 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 the Program throughout the Term of this Agreement at the Price established in this Agreement.

D. 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. "Bid Package" means the bid documents provided to the pre-qualified bidders pursuant to the Power Supply Bid and attached to this Agreement as Exhibit A.

2.5. "Bid Response" means the response submitted by the Supplier to the Bid Package, which is attached to this Agreement as Exhibit B.

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

2.7. "ComEd" means Commonwealth Edison.

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

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

2.10. "Customer Information" means that certain information that the Electric Utility is required to provide 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's records at the time of the request.

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

2.12. "Electric Utility" means ComEd.

2.13. "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.

2.14. "Energy" means generated electricity.

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

2.16. "Extended Term" means the term defined in Section 5.1 of this Agreement.

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

2.18. "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, renewable portfolio standard (RPS) charges, imbalances, load factor adjustments, transmission costs, congestion charges, marginal losses, ancillary services, PORCB, taxes applicable only to the Supplier, and any additional necessary services or charges.

2.19. "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.

2.20. "ICC" means the Illinois Commerce Commission

2.21. "Independent System Operator" or "ISO" means that certain independent system operator for the Electric Utility established pursuant to Section 16-126 of the Public Utilities Act, 220 ILCS 5/16-626.

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

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

2.24. "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:

2.25. "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.

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

2.27. "Participating Customers" means those Eligible Customers who do not opt out of the Program and are not Special Billing Customers, and New Customers.

2.28. "Plan of Governance" or "POG" means that certain Plan of Operation and Governance approved by the Municipality on April 17, 2012, pursuant to the Aggregation Statute

2.29. "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.

2.30. "Price" means the fixed price expressed in cents per kilowatt hour at which the Supplier will provide the Services as set forth in Exhibit C to this Agreement.

2.31. "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.

2.32. "Program Implementation Services" means those portions of the Services described in Section 4.2 of this Agreement, including all subsections of Section 4.2.

2.33. "Requirements of Law" means the Aggregation Ordinance, the Aggregation Statute, the Plan of Governance, the rules and regulations of the ICC and Illinois Power Agency (including the ICC Order in Case No. 11-0434 issued on April 4, 2012), the rules, regulations and tariffs applicable to the Electric Utility and the Independent System Operator, and all other applicable federal, state, and local laws, orders, rules, and regulations, all as may be hereinafter duly amended.

2.34. "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.

2.35. "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.

2.36. "Special Billing Customers" means the customers defined in Section 4.3.8 of this Agreement.

2.37. "Supplier" means Verde Energy USA, LLC and the lawful successor, transferee, designee, or assignee thereof.

2.38. "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, plus ComEd's purchased electricity adjustment.

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

2.40. "Municipality" means the Village of Gilberts

2.41. "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.

3.1.2 Notices and Customer Information from ComEd. The Municipality shall promptly forward to Supplier the Customer Information received from ComEd and each Party will promptly provide to the other Party any notices received by that Party from ComEd concerning the accounts of Eligible or Participating Customers.

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.

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, 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.

ARTICLE 4 SUPPLIER SERVICES

4.1 Full Requirements Electricity Supply: The Supplier must supply the following Full-Requirements Electricity Supply Services 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 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, and the Supplier may not impose an early termination fee on Withdrawing Customers. 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

4.1.3 Price Guarantee. Should the ComEd Price to Compare (PTC), as defined below, for the enrolled participants be set below the Price, the Municipality has the option, but not the obligation to terminate Supplier service and have all participants returned to Utility Supply. In the event that the ComEd PTC does drop below the Price and the Municipality chooses to return all participants to the Utility, Supplier will receive Notice from the Municipality of its right to terminate Supplier service and return participants to Utility electric supply or upon receiving Notice, Supplier shall have the option, but not the obligation, to continue service at a price equal to the ComEd PTC.

“PTC” shall be defined as the weighted average of the published summer and non-summer ComEd Tariffed Service rate as defined by the ICC, including charges for Transmission and the monthly Purchased Energy Adjustment (“PEA”). In the event that the PTC is set below the contract aggregation price and the Municipality chooses NOT to have all participants returned to Utility Supply, no notice will be provided. Should the Municipality choose not to return all participants to Utility Service, the Municipality will reserve its right to terminate Supplier Service in the future, should the ComEd PTC again later be set below the Price. Should the PTC be calculated on an individual basis during the term of this agreement, the PTC will be estimated on a community-wide basis, using ComEd’s community-wide usage data.

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 secure website described Section 4.2.1.3. 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 and shall be substantially similar to the form attached in Exhibit F.

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 Secure Website. In addition to receiving completed Opt-Out Notices from Eligible Customers by mail, the Supplier shall, at its own expense, provide, operate, and maintain a toll-free number and secure website for the use of Eligible Customers to opt out of the Program. The toll-free number 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 internet address of the secure 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 the secure website.

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.

4.3 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.

4.3.5 Payment of Switching Fees. The Supplier shall reimburse Participating Customers for any switching fee imposed by the Electric Utility related to the enrollment of a Participating Customer in the Program within 30 days of receiving notice of such switching fee. The Supplier shall not be responsible to pay any switching fees imposed on Participating Customers who switch service from an alternative retail electric supplier.

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 on the next available meter read, which will result in restoring the Participating Customer to Tariffed Service. The Supplier may not assess an early termination fee for withdrawal.

4.3.7 Customer Service Inquiries. After completion of the Opt-Out Period, Supplier must maintain and operate a toll-free telephone number and internet website 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 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 RDS – Retail Delivery Service; and

(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;
- 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").

4.4 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 kWh's or less Delivery Class

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 Supplier will conduct supplemental opt out mailings every 6 months to those residents that have moved into the Municipality since the last renewal, offering electric service at the Price. Supplier will be responsible for all costs associated with the mailing, including ComEd charges. Should a 6 month period coincide with the Municipality's renewal, no supplemental mailing will be required.

4.8 At each renewal of the program, Supplier will conduct an opt in mailing to those residents who have individually selected an electric supplier other than the Supplier, informing them of the pricing of the aggregation program.

ARTICLE 5 TERM

5.1 Term. This Agreement commences as of the Effective Date and is for a term of twelve-months (12) consecutive monthly billing periods starting from the initial meter read date designated by the Municipality in consultation with the Supplier in ____ 2014, and expires at the end of the last day of the __th billing cycle for the Participating Customer(s) with the latest billing cycle (the "Term"). The Municipality and the Supplier may extend the Term for additional periods of time up to 3 years for each extension, by written agreement approved and executed by each Party (each an "Extended Term"). Nothing in this Article 5 related to the Term or the possibility of agreement to an Extended Term may be construed or applied in any manner to create any expectation that any right or authority related to this Agreement granted by the Municipality to the Supplier will continue beyond the Term or an approved Extended Term. Notwithstanding the provisions of this Section 5.1, if the rate for Tariffed Service falls below the Price during the Term, the Supplier may terminate this Agreement after returning Participating Customers to Tariffed Service as provided in Section 4.1.3 of this Agreement.

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. The Municipality may provide notice of termination simultaneously with the 15 day notice specified in Section 6.1. 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 and costs in conducting the hearing, in connection with that termination of rights or with any other enforcement action undertaken by the Municipality, and switch all Participating Customers back at no cost on the next available meter read.

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, or change in the interpretation of any applicable law by any judicial or government authority with competent jurisdiction.
- b. Adverse Government Action. A regulatory, legislative or judicial body (A) requires a material change to the terms of this Agreement that materially 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, elected and appointed officials, 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 or the Supplier's failure to provide the Services, except to the extent caused by the sole negligence of the Municipality. This duty shall survive 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 D 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 and Municipality shall have no duty to litigate or defend any action against it under the Illinois FOIA.

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 agrees that customer-specific information provided to the Municipality in accordance with the provisions of ComEd's Tariff Rate GAP shall be treated as confidential, subject to the Illinois FOIA. 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, subject to compliance with state records retention laws.

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 Gilberts
Ray Keller, Village Administrator
87 Galligan Road
Gilberts, Illinois
Rkeller@villageofgilberts.com

To Supplier

With a copy to:

Ancel Glink, et al.
Julie A. Tappendorf
140 S. Dearborn Street, 6th FL
Chicago, Illinois 60603
jtappendorf@ancelglink.com

With a copy to:

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 Supplier agrees that all information presented in its Response to Qualifications for Municipal Aggregated Electricity Supply For Member Communities of the Northern Illinois Municipal Electric Collaborate, dated _____, are accurate and there have been no material changes to that information. Any exceptions are noted on attached exhibit and made part of this agreement.

10.4 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.

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

10.6 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.

- 10.7 **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.
- 10.8 **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.
- 10.9 **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.
- 10.10 **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, Kane County, 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.
- 10.11 **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.
- 10.12 **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.
- 10.13 **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.
- 10.14 **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.
- 10.15 **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.
- 10.16 **Non-Assignability.** This Agreement shall not be transferred or assigned by the Supplier without the express written authorization of the Municipality.
- 10.17 **Counterparts.** This Agreement may be executed in one or more counterparts, 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: _____

Signed: _____

Signed: _____

Printed/Typed Name: _____

Printed/Typed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

Attest:

EXHIBIT A
BID PACKAGE

EXHIBIT B
BID RESPONSE

EXHIBIT C

PRICE

Opt-Out Program:

Residential Customer Class

Price: ____¢ per KWh

Commercial Customer Class

Price: ____¢ per KWh

The above pricing includes ____% renewable power

Opt-In Program:

Residential Customer Class

Price: ____¢ per KWh – 100% Renewable

Commercial Customer Class

Price: ____¢ per KWh – 100% Renewable

Term: ____ months

Supplier will ____ / will not ____ make a civic contribution annually at the rate of \$0.001 per KWh for all usage consumed and paid for by participants of the _____ Aggregation Program.

Termination Fees:

Residential - _____

Commercial - _____

EXHIBIT D

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

1. with coverage written on an "occurrence" basis with limits no less than: \$1,000,000 Bodily Injury and Property Damage Combined Single Limit Coverage 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)

2. with coverage written on a "claims made" basis with limits no less than: \$1,000,000 Bodily Injury and Property Damage Combined Single Limit Coverage 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

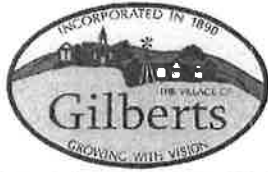
Each such additional Insured endorsement shall identify Owner as follows: Village of , including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.

- 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

Village of Gilberts

87 Galligan Road
Gilberts, Illinois 60136



June 2nd, 2014

Dear Village of Gilberts Residents,

Gilberts voters approved a referendum in 2012, authorizing the Village to negotiate electricity supply rates for residents and small businesses through an opt-out Electricity Aggregation Program. The initial Aggregation Program term ends in July. After a competitive bid, the Village selected Verde Energy USA Illinois, LLC as Gilberts' new Aggregation Program supplier for a renewal program. *If you wish to remain in the Village's Aggregation Program, you need do nothing.* You may check your ComEd bill after July to verify the switch to the new supplier. View the "Electricity Supply Charges" portion of your bill to ensure Verde is listed as your supplier.

The Village contracted a fixed rate of \$0.07936/kWh for a twelve-month term through July 2015.

The Aggregation Program will operate in a seamless manner along the following guidelines:

1. If you would like to participate in the program and take advantage of the potential savings, **no action is required.**
 - Verde's generation rate will take effect within one to two billing cycles, depending on your meter read date.
 - ComEd will continue to fully service your account and send you one monthly bill. Verde's generation charge will be posted on your bill "Electric Supply Charges" and you will continue to pay ComEd for your total monthly bill amount.
 - You will continue to contact ComEd for power outage, repair or billing issues.
 - ComEd will send you a letter confirming Verde Energy USA as your electric generation provider prior to July 1st. As required by State law, this letter will inform you of your right to rescind your enrollment prior to the scheduled switch to Verde Energy USA. *If you wish to remain in the Village Aggregation Program, you need do nothing and do not need to respond to that switch notice.*
2. If you do not want to participate in the Aggregation Program and would rather remain with ComEd or select another supplier, **you will need to opt-out by June 16th, 2014.**

For more information visit www.ilmunipower.com.Gilberts or call Verde Energy USA at 1-800-241-0295.

We are pleased to announce Verde is providing Village of Gilberts aggregation members unlimited access to Verde Energy Savings Solutions (ESS) tools. The ESS tools can be accessed at the Verde aggregation site (www.ilmunipower.com/Gilberts) by clicking the ESS tab at the top of the site. These tools will allow Gilberts customers to monitor and analyze their monthly energy usage, access information on how they can reduce energy consumption and purchase energy savings products at up to a 20% discount. The ESS suite of tools provided by Verde is unique in the industry and we encourage you to take advantage of it.

We are excited to partner with Verde Energy USA to offer our residents and small businesses potential savings on their monthly electric bills and valuable tools to improve energy efficiency.

Regards,

Village of Gilberts



verdeenergyusa

**Village of Gilberts
Opt-Out Notification Form**

Only complete and return this form if you do NOT want to participate in the Village of Gilberts Electricity Aggregation Program. If you do not want to participate in the program you will be served by ComEd and pay ComEd's electricity supply price for their default service unless you select another supplier. **This form must be mailed to the address below by June 16th, 2014. Do not send this notice to the Village of Gilberts.**

ComEd Account Number (10 digits, top of bill page 1): _____

First and Last Name of Customer: _____

Home or Service Address: _____


Phone Number: _____

Signature: _____ Date: _____

Mail form to the following address by June 16th, 2014:

Opt Out Notification
Verde Energy USA Illinois, LLC
101 Merritt Seven, 2nd Floor
Norwalk, CT 06851

Do not send this notice to the Village of Gilberts



FAQs for the Village of Gilberts Municipal Aggregation Program

Where can I find the Environmental Disclosure Statement & Uniform Disclosure Statement for Verde Energy USA?

For these statements and information about the aggregation program go to www.ilmunipower.com/Gilberts.

When will I begin to see Verde Energy USA's generation rate on my bill?

Verde's rate will take effect within your next 1-2 billing cycles depending on your meter read date.

Will I continue to get one monthly bill from ComEd?

Yes, you will be billed exactly as you always have been by ComEd and will receive one monthly bill for all charges. The only difference you'll see on your electric bill is that Verde Energy USA will be listed on the generation portion of your bill and it's electric generation rate will be used in your billing.

Will ComEd continue to service my account?

Yes, nothing will change in terms of receiving your electricity or any customer service. ComEd will continue to read your meter, service your account and send you one bill each month. You will continue to contact ComEd for any billing or service questions or if your power ever goes out.

Who is Verde Energy USA?

Verde Energy USA Illinois, LLC is a licensed electricity supplier in the State of Illinois.

How do I contact Verde Energy USA if I have a question?

As noted previously ComEd will continue to fully service your account. If you should ever need to contact Verde you can email us at service@lowcostpower.com or call us at 800-241-0295. Our customer service group is available 7 days a week and 24 hours each day.

Village of Gilberts
Electric Aggregation Program

The Village of Gilberts (the "Village") and Verde Energy USA Illinois, LLC ("Verde") have entered into a Master Power Supply Agreement (the "Master Agreement"). You ("Customer") and Verde agree to the following Terms of Service ("Agreement"). This Agreement authorizes Verde to change Customer's electric supplier to Verde in the territory of Customer's local distribution company ("Utility").

1. Master Agreement: This Agreement is subject to the terms of the Master Agreement. In the event of a conflict between the two agreements, the Master Agreement will control.

2. Price and Additional Costs: For the Initial Term (as defined below), Customer shall pay \$0.07936 per kWh ("Price"). Customer shall also pay and be responsible for all other amounts related to the purchase and delivery of electricity, including applicable taxes and delivery charges (together with the Price, the "Customer Charge"). No deposit is required by Verde for service, and no switching fee is assessed by Verde. In addition to the Customer Charge, Verde is permitted by this Agreement to pass-through to Customer Verde's costs if a legal, regulatory or other event beyond Verde's reasonable control occurs that increases its obligations or the cost of performing such obligations, including but not limited to the imposition of transmission, capacity and ancillary charges by the organizations that run the wholesale power and electric transmission systems in the region serving the Village or the approval of such charges by any federal or state government agency or authority. These events do not include increases in Verde's commodity costs that result from market forces operating within the standard legal and regulatory environment. Verde will give Customer notice of the event and the pass-through costs (including the amount and the form (increase in the Price (permanent or temporary), periodic surcharge, or otherwise)) by posting notifications on its website (www.ilmunipower.com/Gilberts). Customer may terminate this Agreement without penalty or early termination fee pursuant to Section 6, but Customer will remain responsible for any pass-through costs arising prior to the effective date of termination.

3. Right of Rescission: Customer may rescind this Agreement and the pending enrollment, within 10 calendar days after the Utility processes the enrollment request, by contacting Verde. Customer will receive written notification from the Utility confirming a switch of the Customer's power and energy supplier. Customer may rescind this Agreement and the pending enrollment by contacting either Verde at 1-800-241-0295 or the Utility at 1-800-334-7661.

4. Term: Service with Verde will commence with the next available meter reading after the Utility switches the Account to Verde. Service shall remain in effect for 12 billing cycles ("Initial Term"), unless terminated pursuant to the terms of this Agreement or the Master Agreement.

5. Renewal: In the event that Verde and the Village agree to renew the municipal aggregation program before the expiration of the Initial Term, between 30 and 60 days prior to the end of the Initial Term or a Renewal Term (whichever is in effect, hereinafter the "Current Term"), Verde may send Customer an offer for a Renewal Term. This offer will include, without limitation, the new Price, any applicable early termination fees (if any), and the duration of the Renewal Term ("Offer"). In the event Verde does not receive Customer's rejection of the Offer within 30 days, the Offer will be deemed accepted by Customer. If Customer rejects the Offer in the manner directed in the Offer, the Account will be returned to Utility service at the end of the Current Term. If Verde does not submit an Offer to Customer and instead indicates that this Agreement will be extended on a month-to-month basis at prevailing market rates, then this Agreement will be extended as set forth in the notice or terminated as directed by Customer.

6. Termination: Either Verde or Customer may terminate this Agreement at any time, for any reason and without an early termination fee. The termination will become effective when the

Utility switches the Account from Verde to the new supplier selected by Customer, to the Utility or to such other default provider established for the Account. Termination will not relieve Customer of any payment obligations for electricity provided to Customer by Verde prior to termination.

7. Billing and Payment: Customer will continue to receive one monthly electric bill from the Utility. Payment is due to the Utility in accordance with its standard billing practices.

8. Contact Information: The Utility remains responsible for the delivery of power and energy to the Customer's premises and will continue to respond to any service calls and emergencies. Switching to Verde will not impact the Customer's electric service reliability. For any service question or in the event of an emergency, such as a power failure or a downed power line, Customer should contact Com Ed at 1-800-334-7661. Customer may contact Verde at 1-800-241-0295 regarding this Agreement or any dispute related to this Agreement. Verde will attempt to resolve the dispute in an efficient, fair and timely manner. Verde will report the results of its investigation to Customer within 14 calendar days. Customer may also contact the Illinois Commerce Commission at 1-800-524-0795 or visit the Office of Retail Market Development web site at www.pluginillinois.org.

9. Customer Relocation: If Customer moves to a new address within the Village, Customer should contact Verde in order to re-enroll at the new location.

10. Changes to Agreement: Verde may change, modify or amend this Agreement at any time (each a "Change"). Each Change will be made by Verde in the manner required by the Master Agreement or applicable law. Each Change will be posted on Verde's website (www.ilmunipower.com), and Customer will receive individual notice of the Change if required by the Master Agreement or applicable law. Customer should review the website periodically for applicable Changes. Customer's continued use of Verde's products and services following a Change constitutes Customer's acceptance of this Agreement as so changed.

11. Assignment: Customer may not assign this Agreement without Verde's written consent. Verde may assign this Agreement or the revenues or proceeds due it hereunder: (a) in connection with any financing; (b) to any of its affiliates; (c) to anyone succeeding to all or substantially all of Verde's assets or business in the State of Illinois; or (d) to another supplier licensed by the Illinois Commerce Commission. This Agreement is binding upon Customer and Verde, and each party's heirs, successors and permitted assigns.

12. Exclusion of Cash Back Bonus: As a municipal aggregation participant, Customer is not eligible to participate in Verde's promotional cash-back or rebate bonus program.

13. Limitations: VERDE EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS OR REVENUE), INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES FOR CLAIMS ARISING UNDER THIS AGREEMENT.

14. Force Majeure: Neither party shall be liable to the other for any delay or failure to perform caused by an event of Force Majeure. "Force Majeure" means events beyond a party's reasonable control, including, without limitation, acts of God, strikes, terrorism, wars, lightning, hurricanes, blizzards, floods, civil disturbances, shortages, unavailability of transmission facilities, and actions of any governmental authority or the Utility that materially impair a party's ability to perform.

15. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard for the conflicts of law provisions thereof.