

Clerk's Contract and Agreement Cover Page

Year: 2012

Legistar File ID#: 2012-0068

Multi Year: ☒

Amount \$0.00

Contract Type: Professional Services

Contractor's Name: NIMEC

Contractor's AKA:

Execution Date: 2/7/2012

Termination Date: 2/7/2015

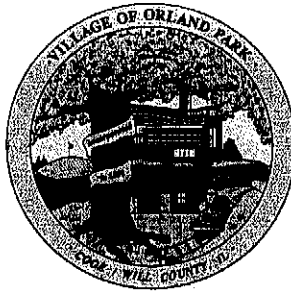
Renewal Date:

Department: Administration/Village Manager

Originating Person: Chris McDonell

Contract Description: Energy Aggregation Consulting Services

MAYOR
Daniel J. McLaughlin
VILLAGE CLERK
David P. Maher
14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100
www.orland-park.il.us



VILLAGE HALL

TRUSTEES
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia A. Gira
Carole Griffin Ruzich

March 9, 2012

Mr. David Hoover
NIMEC
417 Cherry Creek Lane, Suite 250
Prospect Heights, IL 60070

RE: **NOTICE TO PROCEED**
Energy Aggregation Consulting

Dear Mr. Hoover:

This notification is to inform you that the Village of Orland Park has received all the necessary document to authorize commencement of work on the above stated project.

Please contact Ellen Baer at 708-403-6158 to arrange the commencement of the work.

For your records, I have enclosed one (1) original executed contract dated February 7, 2012. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

Encl:
cc: Ellen Baer

VILLAGE OF ORLAND PARK
Energy Aggregation Consulting Services
(Contract for Professional Technical Consulting)

This Contract is made this 7th day of February, 2012 by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and Northern Illinois Municipal Electric Collaborative (NIMEC) (hereinafter referred to as the "CONSULTANT").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the CONSULTANT (hereinafter referred to collectively as the "PARTIES,") the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

This Contract

The Terms and Conditions

The Proposal/Statement of Work as it is responsive to the VILLAGE's requirements

All Certifications required by the Village

Certificates of Insurance

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONSULTANT agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

The Energy Consulting Services to be provided include:

- 1) Working with Orland Park staff and elected officials to develop and implement a residential and small commercial electric aggregation "opt-out" program for the residents and small commercial businesses of incorporated Orland Park.
- 2) Developing an electric aggregation public information program.
- 3) Developing an "Aggregation Plan of Operation and Governance."
- 4) Working with Orland Park staff to organize, advertise, and attend public hearings.
- 5) Writing bid specifications for an electric utility supplier and working with the Orland Park Finance Department to conduct a competitive bid for the procurement of electricity for the incorporated residential and small commercial customers in Orland Park.

- 6) Managing an on-going electric aggregation program through the end of the contract term.
- 7) Routinely review random billings within the aggregation to monitor accuracy of billings to clients and provide documentation of such to Orland Park.
- 8) Attending Orland Park Board and Committee meetings to give periodic updates on the aggregation progress, consumers' savings, and ongoing system checks.

All other services to be provided are outlined in the attached proposal and scope of work provided by the Consultant

(hereinafter referred to as the "WORK"). The CONSULTANT's fee is **0.0175¢ per kWh** to be paid by the supplier awarded the contract as described in the attached proposal.

SECTION 3: ASSIGNMENT: CONSULTANT shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract and the WORK shall commence on the date of execution. The term of this contract shall be three (3) years from date of execution but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice. The CONSULTANT may terminate this Contract with ninety (90) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONSULTANT shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONSULTANT, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONSULTANT, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONSULTANT shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The CONSULTANT shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the consultant shall promptly reimburse the Village or other indemnified party,

upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONSULTANT in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: CONSULTANT agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONSULTANT hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONSULTANT and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The CONSULTANT shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONSULTANT and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONSULTANT and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The CONSULTANT shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the VILLAGE:

Denise Domalewski, Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orland-park.il.us

To the CONSULTANT:

David Hoover, Executive Director
NIMEC
417 Cherry Creek Lane, Suite 250
Prospect Heights, IL 60070
Telephone: 847-392-9300
Facsimile: 847-392-9303
e-mail: dhoover@nimec.net

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the professional standards applicable to the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONSULTANT's personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONSULTANT shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The CONSULTANT shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

SECTION 10: COMPLIANCE: CONSULTANT shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: CONFORMITY WITH LEGAL REQUIREMENTS: The Parties acknowledge that the Illinois Commerce Commission and the Illinois Attorney General's Office are in the process of holding hearings and/or conducting inquiries which may lead to the adoption and/or issuance of rules, regulations, directives and policies regarding the implementation of the Aggregation of Electricity Program. Each of the Parties agree to fully comply with all rules, regulations, directives and policies regarding the Aggregation of Electricity Program when and if adopted and/or issued by the Illinois Commerce Commission, the Illinois Attorney General's Office and/or any other governmental agency or authority. Also, the Parties agree to amend or otherwise

modify this Agreement to conform to such rules, regulations, directives or policies to the extent that it may be necessary to do so.

SECTION 12: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

SECTION 13: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 14: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 15: COUNTERPARTS This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the parties.

FOR: THE VILLAGE

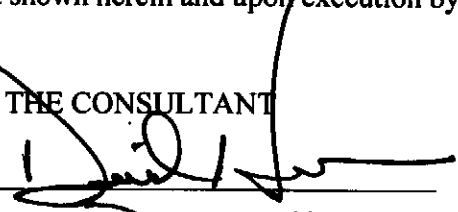
By: 

Print Name: Paul G. Grimes
Village Manager

Its: _____

Date: 2/22/12

FOR: THE CONSULTANT

By: 

Print Name: DAVID HOOPER

Its: Executive Director

Date: FEB 16, 2012



VILLAGE OF ORLAND PARK, ILLINOIS

Energy Consulting Services

NIMEC Group has been at the forefront of promoting Residential Aggregation for municipalities in Illinois, having assisted (along with its partner Rock River Energy Services) in 15 of the 19 Illinois aggregation programs. Further, we have indications from another 50 communities that will be using NIMEC to consult for their 2012 aggregations. The northern Illinois population served by NIMEC is approaching 1,000,000.

The Village of Orland Park would benefit from NIMEC's experience with enhanced savings for its residents. NIMEC has proven to implement its clients' residential accounts 3 to 4 months faster than those communities that aggregated for the first time. With estimated savings to Orland Park residents of \$350,000 per month, NIMEC's track record of timely implementation in the marketplace will maximize savings to Orland Park residents.

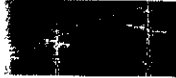
Some power supply companies have engaged directly as a supplier of the power for these aggregations. But they have not acted as consultants, assisting the client through the complex processes of education, opt out, bid and implementation stages. Other supplier /brokers have implemented Opt In programs, but have no experience with Opt Out Aggregation programs.

Municipal Aggregation of Residential and Small Commercial Load

NIMEC Group has been at the forefront of promoting Residential Aggregation Opt Out programs for municipalities in Illinois, having been fully focused on aggregation for nearly two years along with its partner Rock River Energy Services, which serves central Illinois. Together, NIMEC led ten municipalities and Rock River, five, of the first group of Illinois municipalities to take their residential load to bid in 2011. We finalized the transition to new suppliers for all of these. The remaining communities that did not use a consultant lagged in implementation, having to work through numerous unforeseen issues with bidding suppliers, ComEd and the IPA. Their flow to power by new suppliers was delayed by three and four months.

Our deep working relationship with, and understanding of ComEd's requirements and procedures allows us to expedite transitions, significantly shortening the time to market, thus increasing savings to our communities. The two most competitive residential rates contracted under Municipal Aggregation in the State of Illinois were achieved by NIMEC and Rock River municipalities.

The total size of the load we switched over to new suppliers is approximately 500,000,000 kWhs per annum. This program, which represents over 125,000 residents and small commercial accounts, has been very well received with a cumulative annual savings over \$10,000,000 versus



the ComEd residential rate. No other consultant offers a similar level of experience in Illinois aggregations.

Range of activities to be performed by the group proposed to provide services under this contract.

NIMEC staff services to include:

- I. Undertake the following steps to help educate and inform residents
 1. Provide newsletter articles, educational water bill inserts
 2. Conduct interviews to explain aggregation for municipal TV channel
 3. Be available to speak to resident groups
 4. Provide a website to help explain the aggregation program
 5. 800 phone number for residents' inquiries
 6. Conduct an informational mailing to residents
 7. Provide information to be included in the Village's website
- II. Provide template document for Plan of Operation and Governance
- III. Ascertain and sort the ComEd data to ensure that appropriate customer classes are not included (this is a critical step in the process)
- IV. Lead minimum of two Public Hearings
- V. Aggregate the Village of Orland Park with other cities, villages and counties to leverage buying power
- VI. Use industry-accepted RFP and distribute to qualified suppliers.
- VII. Summarize and present RFP results. Assist Orland Park as they select their supplier. We are familiar with which State of Illinois certified Alternative Retail Electric Suppliers (ARES) are highly capable, and which suppliers may struggle with their operations.
- VIII. Coordinate implementation
 1. Work with Orland Park to review Opt Out letter
 2. Provide insight to help increase readership of Opt Out letter
 3. Manage data flow from supplier to ComEd and vice versa; insure data is in precisely required format
 4. Inform Orland Park village office of periods when they can likely expect calls from residents
 5. Assist individual residents with questions throughout the transition via our dedicated 800 number
 6. Train staff how to handle calls and how to transfer calls to the Project Team call center. Project Team will handle demanding residents



7. Work with supplier and ComEd to manage any "missing" residents who did not receive Opt-Out letters
8. Be available to quickly respond to and handle any unusual circumstances through our customer support area.

Experience of professional staff that will be primarily responsible for performing the services outlined in the submitted proposal, indicating titles, nature of responsibilities, education, experience, any specialized skills, and number of years with the firm.

David Hoover, NIMEC's Executive Director, is the Project Manager for this engagement. He has consulted in the energy industry since 1992, owning and managing Glenview Consulting through 2006. David started NIMEC in 2006 to help his municipal clients take advantage of the savings opportunities presented through Illinois' utility deregulation and buy power more effectively.

David has an MBA from Arizona State University and an undergraduate degree with concentration in Business from the University of Colorado (cum laude graduate). Beginning in 1980, David was employed with multinational banks in Chicago (now JP Morgan and Standard Chartered Bank) in Corporate Lending. As Senior Vice President and Branch Manager from 1990-1992, David oversaw a staff of 30.

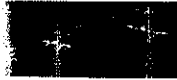
In 1992, David Hoover formed the Glenview Consulting Group. From 1992 to 2007, Glenview provided utility consulting services to 200 corporate and municipal clients, achieving a recurring annual cumulative savings of one million dollars.

Mike Mudge, Advisor: Mike has an undergraduate degree in Business from Northern Illinois University. Mike has 35 years of experience with Commonwealth Edison. He also served time in the Army in Vietnam.

Mike worked in the Sales-Marketing and Energy Services during his last 15 years at ComEd. In this position, Mike gained valuable experience working with many types of customers with all types of issues and needs. He gained an elemental understanding of ComEd's rates and riders, applications, and power issues. Mike retired from ComEd in 2003.

In 2003, Mike formed Rock River Energy. His former customers wanted him to continue to provide expertise on how they can more effectively purchase power and save money in the Illinois marketplace, how to advantage of demand response/curtailment programs and more recently how to take advantage of energy conservation and rebates.

Sharon Durling, Director of Marketing, is Assistant Project Manager for this engagement. Sharon has an MBA from the Kellogg Graduate School of Management at Northwestern University. She was a Risk Management Consultant and Project Manager at PricewaterhouseCoopers. Prior to that, Sharon was Vice President at (multinational) Fuji Bank in Chicago. Sharon joined NIMEC in 2011.



Maribeth Shover, Director of Client Services and Operations. Maribeth is an MBA and a founder and owner of MTA Renovations, LLC, a general construction company. Prior to that, she was a Commodities Trader at Chicago Research and Trading from 1983 to 1996. Maribeth joined NIMEC in 2011.

Three staff are dedicated to NIMEC's aggregation efforts: educating residents of the upcoming referendum, managing the bid process and working closely with suppliers to implement aggregation programs. These three are committed to marketing and public relations; risk management, forecasting, scheduling, pricing and load analysis; energy efficiency; demand response, and sustainability.

Describe your expertise and number of years respondent has been providing electric utility procurement services in the Illinois energy market.

David Hoover has been an energy industry consultant since 1992. David managed Glenview Consulting through 2006, specializing in utility rate consulting for municipal clients. NIMEC was formed in 2006 specifically to help municipalities take advantage of new savings opportunities in the electric market presented through the State of Illinois' utility deregulation. David has ten years of experience in the electricity sector with Glenview Consulting and NIMEC.

Company's experience, specific to Residential Opt Out Aggregation Programs, with regional transmission operators (PJM/MISO).

NIMEC Group has been operating with the PJM and MISO regional transmission operators since NIMEC inception in 2006.

Direct experience administering large-scale competitive procurement processes

NIMEC is a buying group of 100 municipal members (see attached), helping to purchase power for their operations (water pumping and street lighting). NIMEC has been aggregating members' loads since 2006 to negotiate more aggressive pricing from suppliers. NIMEC is the only Illinois consultant that has experience aggregating municipal loads. The main bid group (for water treatment and pumping facilities) has 100 municipalities, 700 accounts, and approaches \$18,000,000 per year.

Two years ago, NIMEC worked with suppliers to offer competitive streetlight pricing for the first time. We know of no other consultant offering lower street lighting rates. Other consultants typically recommend keeping street lighting with ComEd. NIMEC thus formed a second bid group for street lighting. This group consists of 70 municipalities, 400 accounts, and approximates \$4,000,000 per year.

Regarding municipal residential aggregation: the cumulative load of the 15 communities working with NIMEC and its partner Rock River Energy Services is \$30,000,000 per year. All 15



communities that passed their referenda in April 2011 and are currently enjoying rate savings between 20 and 30 percent, compared to ComEd's power rates.

Expertise in credit and contract protocols

The final contract is between the governmental agency and the supplier. NIMEC will provide assistance to the municipal legal team. We have helped ten municipalities negotiate contract terms with 4 different suppliers.

Regarding its water pumping and street lighting bids, NIMEC works with various suppliers. NIMEC retains its own energy counsel to negotiate removal of unfavorable terms from the standard supplier documents. These customized NIMEC agreements are then made available to all NIMEC members for their use.

Delivery of value-added service during and after initial procurement

NIMEC will be instrumental in educating Orland Park residents prior to the ballot initiative as described in our scope of services.

We are confident that our aggregating abilities will contribute to highly competitive pricing.

After the procurement, care of residents is critical during the transition. Many inquiries will arise at certain junctures in the process. NIMEC will give your staff notice of when call volumes may increase and will help your staff address questions. More complex questions can be readily referred to our 800 number.

Previous working relationship with governmental agencies and utilities that might be impacted by the project

NIMEC and Rock River met with several Illinois Congressmen to help shape the aggregation legislation. We have testified before the Senate Energy committee. Our goal was to help craft legislation that was favorable to our municipal clients.

NIMEC has a close relationship with ComEd. ComEd's aggregation team recently asked NIMEC and Rock River to meet with them for the purpose of discussing the aggregation process and to inform and debrief on developments and seek feedback as to how the aggregation process was proceeding from the municipalities' perspective. No other consultants were invited to participate; only those with actual experience in the program.

We have worked closely with the ICC as we have implemented our aggregation programs. Currently the ICC is holding hearings on the aggregation process. We are participating in these hearings, which involve Commonwealth Edison, the Attorney General's office and several



supplier groups. We are the only participants advocating for the inclusion of as many small commercial accounts as possible. No other consultant has been involved with this process from the beginning. Our goal is to help shape the aggregation program to be as favorable to our municipal clients as possible.

For instance, many forces at this hearing are attempting to change the definition of “small business” to a much smaller level, potentially eliminating most small commercial entities from the aggregations. We are petitioning the ICC (on behalf of our municipal clientele) for the larger size definition, to include as many small businesses as possible, thus increasing potential savings for the small business community.

Aggregation Management Plan

We are intimately aware of the steps required for a successful aggregation program, as we have implemented 15 different programs with four different suppliers.

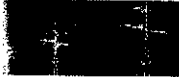
- Educate Residents
- Procure load data from ComEd for suppliers
- Screen list of Suppliers to participate in bid
- Manage the RFP process
- Aggregate Orland Park with other municipalities
- Summarize RFP responses and assist Orland Park in its selection of supplier
- Assist Orland Park in negotiations with supplier’s agreement
- Work with Supplier to send Opt Out letter
- Manage Opt Out responses
- Manage ComEd rescission letter responses
- Assist residents with questions

NIMEC stays abreast of market conditions and developments and takes these into consideration when setting a bid date. NIMEC prepares its members to go to bid shortly after the new ComEd rates have been released, as “time is money.” Each month the aggregation program is delayed, residents and small businesses of the Village of Orland Park forgo \$350,000 in savings. As such, we strive to implement the program as quickly as possible, to maximize the savings for the community.

Working Relationship with ComEd

NIMEC has established a solid relationship with ComEd’s aggregation team. NIMEC and its partner recently met with ComEd to debrief how the aggregation process worked, and how to improve it. No other consultants or suppliers were invited to be present.

NIMEC has established a monitoring process to insure the prompt implementation of the aggregations. Continual communications with the Village, supplier and ComEd are critical to eliminating delays in the implementation process and maximize savings for Village residents.



NIMEC experience with the ICC and other regulatory agencies

NIMEC and its partner worked very closely with the ICC beginning a year and a half ago, as the Aggregation legislation was being amended. We were active with legislators in Springfield and testified at the Senate Energy Committee, in attempts to craft as favorable legislation as possible for our municipal members.

As NIMEC and its partner have implemented the 15 aggregations, we have had the opportunity to establish a good working relationship with various staff at the ICC. The ICC has been helpful, as we have had to navigate a unique process with the first aggregations to have completed the process.

Our relationship has developed as we have been participating in the ICC Rate GAP hearings. Unlike any other consultant, NIMEC and our partner have been involved in these hearings since their inception. Again, we are attempting to establish a favorable environment for our municipal members as the legislation is under review with the ICC.

NIMEC has had a good working relationship with the Director of the Illinois Power Agency over the last few years. We have met with the newly appointed Director and commenced communications with her.

Public Hearings and other educational meetings

NIMEC has conducted numerous public hearings and will be available for The Village of Orland Park's two hearings. Additionally, NIMEC has led informational meetings with various community groups and would be available for those. We also participate in taped interviews that are aired on local cable channels for residents' viewing.

Ensure accurate consumer switching and billing

Our joint efforts with ComEd have led to extremely accurate aggregation billing by ComEd. The only issue that we have had to involve ourselves with has been the exclusion of certain parts of certain communities due to annexation issues. As such, NIMEC will take steps to insure that no eligible resident or small business in your community is excluded.

Expertise in load profile risk analysis and pricing, price discovery in the wholesale electricity market, and retail electricity consumer customer service.

NIMEC stays abreast of pricing trends in the marketplace and takes this into consideration when bids are placed. However, it is critical to implement the programs quickly, as "time is money." Each month that the program is not implemented could represent \$350,000 in cumulative



forgone savings to your community. Therefore, extended delays and attempts to “time the market” can be costly.

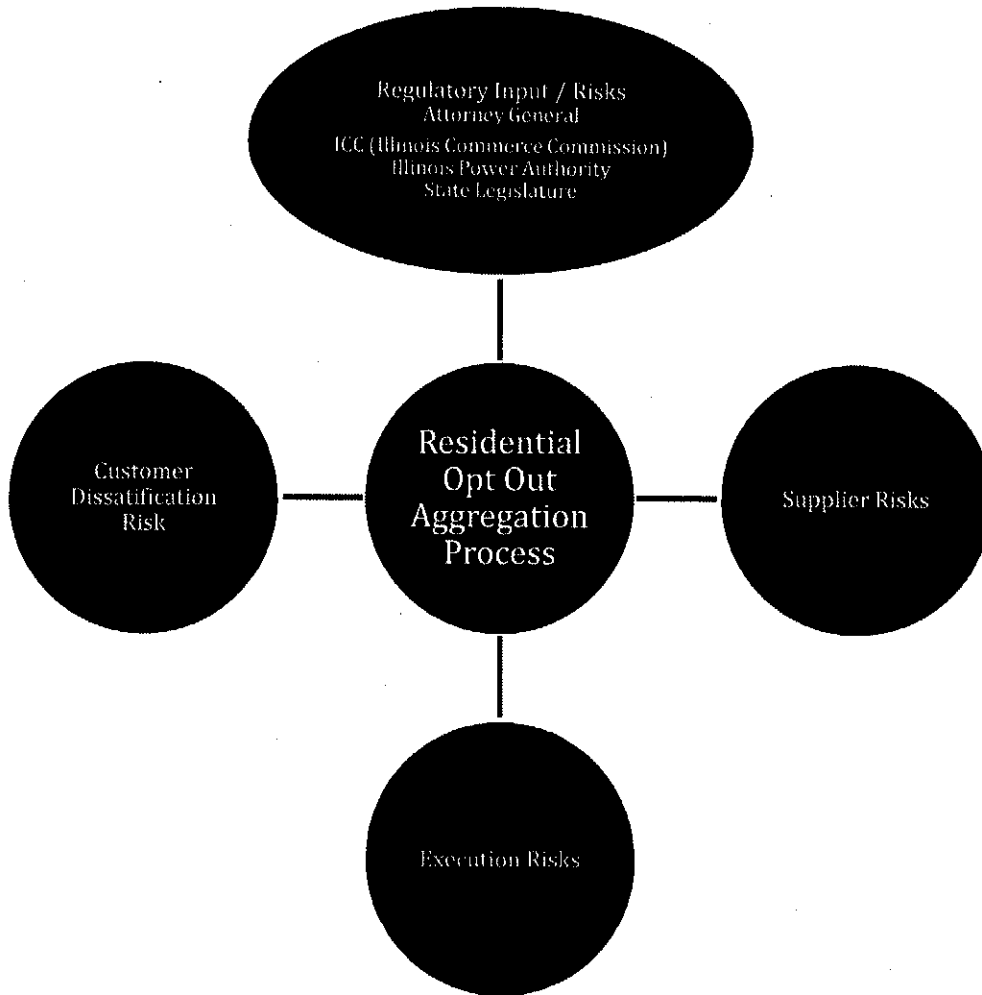
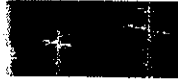
NIMEC offers clients 1-, 2- and 3-year pricing terms. NIMEC will assist the client in analysis to determine which term is the most favorable. Members are able to select the term that best fits their individual needs. The executed contracts typically address a number of issues that may arise over the course of the term. NIMEC has assisted municipal clients in multi-year electric purchasing since 2007.

NIMEC advised ten communities; Rock River, five. The remaining communities that did not use a consultant lagged in implementation, having to work through numerous issues with bidding suppliers, ComEd and the IPA. Their flow to power by new suppliers was delayed by three and four months.

Our long working relationship with, and understanding of ComEd’s requirements and procedures allows us to expedite transitions, significantly shortening the time to market, thus increasing savings to our communities. The two most competitive residential rates contracted under Municipal Aggregation in the State of Illinois were achieved by NIMEC and Rock River municipalities. The total size of the load we switched over to new suppliers is approximately 500,000,000 kWhs per annum. This program, representing over 125,000 residents and small commercial accounts, has been very well received with a cumulative annual savings over \$10,000,000 versus the ComEd residential rate. No other consultant offers a similar level of experience in Illinois aggregations.

NIMEC has a transparent bid process with complete auditable communication. We summarize and present bid results to the clients for their selection of the supplier.

NIMEC has created a rigorous process for understanding and mitigating risks to the program’s success. Our process was developed upon working closely with Illinois Attorney General Lisa Madigan’s office, the Illinois Commerce Commission, ComEd, the Illinois Power Authority and several elected Illinois State Senators and House Members. We understand the processes and risks associated with electric power procurement for the Illinois Residential Opt Out process is very different and much more complex than procuring energy for regular commercial and industrial customers. The following chart illustrates the process; corresponding risk assessment follows:



I. RISK ASSESSMENT FOR REGULATORY AREAS:

<i>Risk</i>	<i>Risk Level</i>	<i>Risk Mitigation</i>
Attorney General Concerns		
Open Transparent Bid Process	High	Develop a RFP process for qualified vendors certified by the ICC. NIMEC has reached out to the Suppliers to train them on the Illinois program and has been successful in getting a high degree of bid responses.
Customers will Save money	High	NIMEC group spends considerable time removing customers from the aggregation pool who are on ComEd rates that are lower than the aggregation price. NIMEC's expertise



		on ComEd rate structures are critical for this process.
Customer On Percentage of Income Plan will be eligible	High	NIMEC's members are assured of this process because we require suppliers to bill in the ComEd invoice.
No Impact on Customer's ComEd RPT arrangements and Budget Plan arrangements	Moderate	NIMEC's members are assured of this process because we require suppliers to bill in the ComEd invoice.
Customers who do not want to be part of the program can "Opt Out" in a simple manner	Moderate	NIMEC has worked with RES, ComEd and city/village staff to coordinate public meetings, mailings and websites to educate customers how to Opt Out of the program.

II. RISK ASSESSMENT FOR SUPPLIERS:

<i>Risk</i>	<i>Risk Level</i>	<i>Risk Mitigation</i>
Supplier Risks		
Credit Quality	High	NIMEC looks at many items to get comfortable with each individual suppliers credit quality including credit ratings and the quality of amounts of lines of back-up credit.
Bandwidth Restrictions	High	NIMEC will only accept full requirements contracts with no penalties for either too much use or too little use.
Supplier Contracts	High	NIMEC and Rock River have assisted 15 communities as they negotiated contracts with 4 different suppliers. NIMEC is developing a master sales agreement to mitigate many of these concerns and expedite the process.
High Quality RFP with data that suppliers need	High	NIMEC has developed a high quality RFP with clear "Usage Data". This proven RFP was well accepted by the marketplace. This process insures high supplier participation and timely turn arounds.



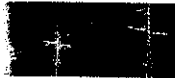
Picking the Best Supplier based on multiple criteria

High

NIMEC has developed a proprietary RFP summary documents that allows the village staff and elected officials to understand the differences between supplier responses and pick the best supplier for their individual situation.

II. RISK ASSESSMENT FOR RESIDENTIAL CUSTOMERS

<i>Risk</i>	<i>Risk Level</i>	<i>Risk Mitigation</i>
Customer Concerns		
How do we insure residents pass the Ordinance?	High	NIMEC has developed educational material, website material , water bill inserts, direct mail and informational community meetings.
Will Supplier provide Civic Contributions?	High	NIMEC has worked with suppliers to provide grant money to cover the Villages of Internal costs, and to fund energy efficiency programs in local villages.
Can Village choose higher percentage of "Green" Power	High	NIMEC has worked with suppliers to provide "Green" option in any percentage that a city requires
How will Village Staff answer questions from residents?	High	NIMEC has created training material to help educate Village staff. We provide an 800 number for challenging inquiries.
Customers who do not want to be part of the program can "Opt Out" in a simple manner	Moderate	NIMEC has worked with Suppliers, ComEd and Village staff to coordinate public meetings, mailings and websites to educate customers on how to Opt of the program.
How will customers be notified	High	NIMEC personnel conduct a minimum of two education town hall meetings, and coordinate mailing from both the winning supplier and ComEd



IV. RISK ASSESSMENT FOR RESIDENTIAL AGGREGATION EXECUTION:

Execution Risk	Risk Level	Risk Mitigation
How will the Village track what the process is and who is responsible	High	NIMEC has developed a proprietary and highly detailed Plan of Organization and Operation that details all the important steps, timelines and responsible parties.
How do we know what the aggregate kWh use and load profile is for our Village	High	NIMEC has worked with ComEd to develop an electronic interface to get the base use data. NIMEC then works to clean-up the data so only eligible customers who will save money participate in the program.
Does the Consultant or Village have the manpower to conduct the mandatory meetings and answer the phone calls.	High	NIMEC has 5 employees trained to help conduct mandatory meetings and a call center to help answer customer inquiries.
Once the Contract is approved how is the transition handled	High	NIMEC works with suppliers and ComEd to insure all customers are transitioned to lower supplier rates.

NIMEC Better Business Bureau rating

No rating.

Relevant licenses issued by state or federal agencies including documentation of the respondent's regulatory authority to act as a Consultant and Broker in the State of Illinois.

Glenview Consulting Group is a privately owned entity that does business as NIMEC, the Northern Illinois Municipal Electric Collaborative. Glenview Consulting is licensed in the State of Illinois under the Illinois Commerce Commission as an Agent, Broker, Consultant. The license number is 09-489.

NIMEC annual revenue for the following calendar years:

2009:	\$291,000
2010:	\$337,000
2011:	\$508,000



Percentage of total annual revenue from energy suppliers

100 percent of NIMEC's total annual revenue is derived from energy suppliers.

Fee

Glenview Consulting Group currently has (or will have) broker relationships with all suppliers participating in the bid process. Our fee of 0.0175c per kWh is identical for all suppliers and is paid for the volume derived during the duration of the initial contract between the supplier and the Village.

Aggregation Capabilities

Aggregating residential loads to leverage the collective buying power has its challenges. A recent aggregation of Illinois communities presented complications when an independent supplier offered an Opt In rate lower than the aggregated price. Some communities in this aggregation subsidized the pricing of other communities. This must be avoided in future aggregations.

NIMEC has been aggregating municipal (water pumping/street lighting) load since 2006. Our experience in aggregations insures that no member will subsidize pricing for other members.

The key is to aggregate communities with other communities with similar usage profiles. This narrows the pricing differences and allows for a more cohesive aggregation group. With 50 communities available to NIMEC for aggregation, we hold a unique advantage. NIMEC will group similar profiled municipalities into several similar aggregations. Coupling this with individual pricing, NIMEC brings the advantages of aggregation without the risk of one community subsidizing others.

Timeline

NIMEC is committed to a timely implementation for Orland Park, to maximize the savings for the residents. Delays in the implementation will cause the loss of savings.

to Mar 20	Education of Residents
Mar 20	Referendum
Mar 20 – May 1	Customize Plan of Governance Public Hearings NIMEC to prepare for bid
End of May	ComEd to release its annual pricing
Early June	Bid Results / Supplier selection
Early June to Sept	NIMEC: coordinate implementation with ComEd and Supplier

**Energy Suppliers**

The listing of ICC approved suppliers can be found on www.pluginillinois.org. NIMEC previously contacted all authorized suppliers when we conducted our bids last summer. Since then, the number of suppliers has grown to 22 and we expect that number to grow further as we approach Spring. Therefore, NIMEC will work with Orland and other members to qualify the list.

NIMEC's experience has confirmed there are several pricing options of greatest interest to our clients. Therefore, we will offer pricing to clients with various options:

- With and without a multi-year rate guaranty (never higher than ComEd rate)
- With and without renewable energy pricing
- With and without a civic contribution

NIMEC will select suppliers that are willing to offer these pricing terms. Additionally, we will scrutinize the list of suppliers by:

- Experience in aggregations in other states
- Experience in State of Illinois aggregations
- Credit ratings
- Quality of call center

NIMEC has implemented aggregations with 3 suppliers and Rock River has worked with 1 additional supplier. This experience will prove beneficial to Orland Park, as some suppliers have struggled with their implementation. NIMEC may eliminate some suppliers due to their performance in Illinois aggregations. Again, no other consultant has this experience to offer.

NIMEC was advisor, leading the following ten communities through the Municipal Aggregation "Opt-Out" Program in 2011

Mayor Raymond Soliman
City of Crest Hill
1610 Plainfield Road
Crest Hill IL 60403

Mayor Kerry Durkin
Village of Glenwood
One Asselborn Way
Glenwood IL 60425

Erin Willrett
Village Administrator
Village of Elburn
301 E. North Street
Elburn IL 60119

Dave Nelson
City Administrator
City of Harvard
201 West Front Street
Harvard IL 60033

Art Osten, Jr.
Village Administrator
Village of Fox River Grove
305 Illinois Street
Fox River Grove IL 60021

Mayor Dick Kopczick
City of Morris
700 N. Division Street
Morris IL 60450



Mayor Tim Baldermann
Village of New Lenox
1 Veterans Parkway
New Lenox IL 60451

Bill Hannah
Finance Director
Village of North Aurora
25 E. State Street
North Aurora IL 60542

Justin VanVooren
Finance Director
Village of Sugar Grove
10 Municipal Drive
Sugar Grove IL 60554-6901

Jeffrey R. Mermuys
City Manager
City of Wood Dale
720 N. Central Avenue
Wood Dale IL 60191

SUBMITTAL SUMMARY SHEET

Energy Consulting Services Project Name

IN WITNESS WHEREOF, the parties hereto have executed this proposal as of date shown below.

Organization Name: NIMEC

Street Address: 417 Cherry Creek Ln. #250

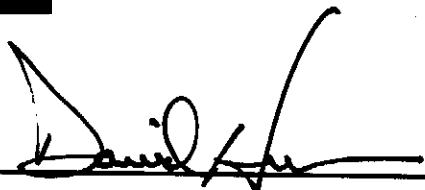
City, State, Zip: PROSPECT HTS. IL 60070

Contact Name: DAVID HOOVER

Phone: 847-392-9300 Fax: 847-392-9303

E-Mail address: DHoover@NIMEC.net

FEIN#: [REDACTED]

Signature of Authorized Signee: 

Title: EXECUTIVE Director

Date: Jan 14, 2012

ACCEPTANCE: This proposal is valid for 120 calendar days from the date of submittal.
(Note: At least 60 days should be allowed for evaluation and approval)

BUSINESS ORGANIZATION:

_____ Sole Proprietor: An individual whose signature is affixed to this proposal.

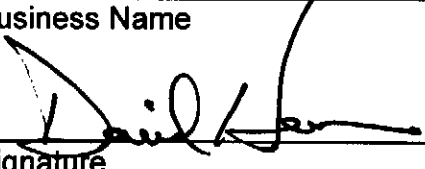
_____ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

✓ _____ Corporation: State of incorporation: ILLINOIS
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

NIMEC (Corporate Seal)
Business Name

 DAVID Hoover
Signature Print or type name

Executive Director Jan 14, 2012
Title Date

The Glenview Consulting Group, Ltd. does business as the Northern Illinois Municipal Electric Collaborative, Inc. (NIMEC) NIMEC has been registered as an Assumed Corporate Name with the state of Illinois. The Glenview Consulting Group was incorporated on November 20, 1992.

David Hoover is the owner of the Glenview Consulting Group, Ltd.

The Glenview Consulting Group, Ltd. is located at 317 Cherry Creek Lane (Suite 250) in Prospect Heights, Illinois.

The Glenview Consulting Group, Ltd. is authorized to do business in the state of Illinois.

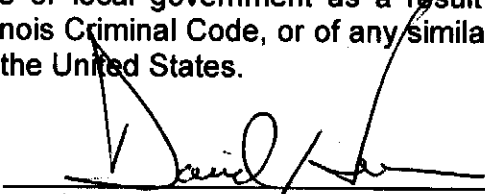
**CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS**

IMPORTANT: **THIS CERTIFICATION MUST BE EXECUTED.**

I, DAVID HOOVER, being first duly sworn

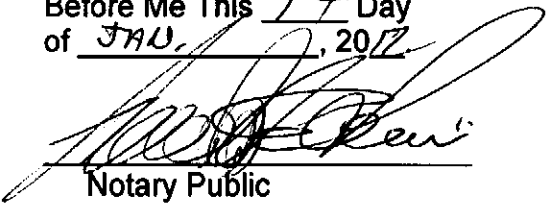
Certify and say that I am Executive Director
(insert "sole owner," "partner," "president," or other proper title)

of NIMEC: Northern Illinois Municipal Electric Collaborative the Prime Contractor submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.



Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 14 Day
of JAN., 2012



Notary Public



SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

DAVID HOUEL, having submitted a proposal for
NIMEC (Name of Contractor) for
ENERGY CONSULTANT (General Description of Work Proposed on) to
the Village of Orland Park, hereby certifies that said contractor has a written sexual
harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: [Signature]
Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 14 Day
of JAN, 2012

[Signature]
Notary Public



EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.

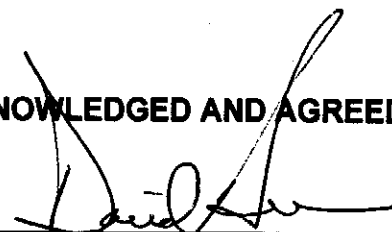
E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Vendor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Vendor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

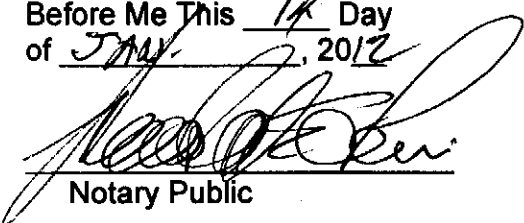
Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Vendor or other organization and its customers.

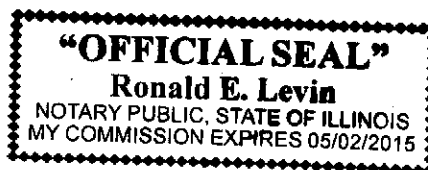
ACKNOWLEDGED AND AGREED TO:

BY: 

DATE: JAN 14, 2012

Subscribed and Sworn To
Before Me This 14 Day
of JAN, 2012


Notary Public



TAX CERTIFICATION

I, DAVID HOOPER, having been first duly sworn depose and state as follows:

I, DAVID HOOPER, am the duly authorized agent for NIMEC / Glenview Consulting Corp, which has submitted a proposal to the Village of Orland Park for Energy Consultant and I hereby certify
(Name of Project)

that The Glenview Consulting Group, Ltd. is not

delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or

b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: [Signature]

Title: Jan 14 2012

Subscribed and Sworn To
Before Me This 14 Day
of JAN, 2012

[Signature]
Notary Public



INSURANCE REQUIREMENTS

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident \$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

PROFESSIONAL LIABILITY

\$1,000,000 Limit -Claims Made Form, Indicate Retroactive Date & Deductible

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The bidder agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS 14 DAY OF JANUARY, 2012



Signature

David Hoover, Sr. Director

Printed Name & Title

Authorized to execute agreements for:

NIMEL

Name of Company

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR
GLEN-CO
DATE (MM/DD/YYYY)
03/05/12

PRODUCER

Deutsche/Gilmore Ins Agcy, Inc
P.O. Box 9
Kankakee, IL 60901
Phone: 815-932-7411

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Glenview Consulting Group
Limited, Inc
417 Cherry Creek
Prospect Heights IL 60070

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Pekin Insurance
INSURER B: Gemini Insurance Company
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	2948310	06/27/11	06/27/12	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE RETENTION \$	PENDING	03/06/12	03/06/13	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	0525591Q	06/27/11	06/27/12	WC STATUTORY LIMITS: ☒ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Gemini Insurance	VIPL050454	02/21/12	02/21/13	E & O 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Village of Orland and their respective officers, trustee, directors, employees and agents as Additional Insured on a primary/non contributory basis

CERTIFICATE HOLDER

Village of Orland Park
1470 S Ravinia Ave
Orland Park IL 60462

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/05/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JEFF NINNESS 4 1/2 N ELMHURST RD PROSPECT HTS, IL 60070 	CONTACT NAME: MARY PHONE: I/C No. Ext: 8472590550 E-MAIL: ADDRESS: MARY.MILLER.IK@STATEFARM.COM
	INSURER(S) AFFORDING COVERAGE INSURER A : State Farm Mutual Automobile Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED DAVID HOOVER DBA GLENVIEW CONSULTING GROUP 417 CHERRY CREEK LN PROSPECT HTS, IL 60070	NAIC # 25178

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	Y		580 2128-E09-13C	11/09/2011	05/09/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**VILLAGE OF ORLAND PARK
14700 RIVINIA
ORLAND PARK, IL 60462

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2010 ACORD CORPORATION. All rights reserved.