

RESOLUTION NO. 11-1

**A RESOLUTION APPROVING A CONTRACT FOR THE PROVISION OF ELECTRICITY
FOR THE COUNTY'S ELECTRIC AGGREGATION PROGRAM
AND DESIGNATING AUTHORITY TO ACCEPT ELECTRICITY PRICING**

WHEREAS, the Illinois Power Agency Act has been amended by Public Act 96-0176 to add new Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92 ("*Act*"), which allows municipalities and counties to adopt a Resolution allowing for the aggregation of residential and small commercial retail electrical loads for the purpose of soliciting bids and entering into service agreements to facilitate the sale and purchase of electricity and related services and equipment; and

WHEREAS, under the Act, the County may operate the aggregation program as an opt-in program for residential and small commercial retail customers; and

WHEREAS, the County has resolved to authorize an opt-in aggregation program for residential and small commercial retail electrical loads located within the unincorporated area of the County of Sangamon for the purpose of soliciting bids and entering into service agreements to facilitate for such aggregated loads the sale and purchase of electricity and related services and equipment; and

WHEREAS, the County of Sangamon has developed a plan of operation and governance for the Aggregation Program; and

WHEREAS, the County has operated under this plan of operation and governance to provide opt-in electricity supply with an Alternative Retail Electric Supplier; and

WHEREAS, in the course of this operation, the County has identified minor amendments to its Plan of Operation and Governance that would provide additional benefit to the program; and

WHEREAS, pursuant to the Act and its plan of governance, the Consortium will, upon the expiration of its current contract, seek bids for the award of a contract for the continued provision of electricity for the Electricity Aggregation Program ("*Contract*"); and

WHEREAS, pursuant to the terms of the plan of governance, the lowest qualified bidder, the County, and the other members of the Consortium will, on a daily basis, monitor the electricity market to identify and establish a final price for the electricity to be supplied to the Electricity Aggregation Program; and

WHEREAS, the County and the other members of the Consortium expect that the daily market price quotes will result in a final electricity price for the Electricity Aggregation Program that is deemed to be advantageous to the residents and small businesses within the County and the other municipalities of the Consortium; and

WHEREAS, in order to preserve the ability of the County of Sangamon to establish a final electricity price for the Electricity Aggregation Program at as low a price as practicable, the County Board Chair and County Board have determined that it will serve and be in the best interests of the County to: (i) approve a Contract between the County and the lowest qualified bidder; and (ii) authorize the County Board Chair or his designee to execute, on behalf of the County, all documentation necessary to secure a final electricity price for the Electricity Aggregation Program, in accordance with the terms of a Contract with the lowest qualified bidder described in this Plan of Governance and associated bid documentation;

FILED

APR 01 2014

Joe Aiello
Sangamon County Clerk

NOW, THEREFORE, BE IT RESOLVED by the members of the Board of Sangamon County, ILLINOIS, in session this 7th day of April, 2014, as follows:

Section 1.

The County Board of the County of Sangamon hereby approves and adopts the amended Electric Aggregation Plan of Operation and Governance that is attached as Exhibit A to this Resolution. The County's Electric Aggregation Program shall be operated and governed in accordance with said Plan of Operation and Governance, the applicable provisions of the Illinois Power Agency Act and any applicable rules and regulation that are nor or in the future adopted pursuant to the Act.

Section 2.

A. The County Board Chair and County Board shall, and do hereby, authorize the County Board chair or his designee to accept, on behalf of the County, a final electricity price for the Electricity Aggregation Program, in accordance with and pursuant to the Contract approved in under this plan of governance, and in cooperation with the Consortium and the lowest qualified bidder.

B. This Resolution shall not be deemed or interpreted as obligating the County Board Chair or his designee to execute any documentation related to the establishment of a final electricity price for the Electricity Aggregation Program. In the event that the County Board Chair or his designee determines, in his discretion and in cooperation with the Consortium, that, on any given day, the daily market price quotes for any term are not favorable to the County, then the County Board Chair or his designee shall be, and is hereby, authorized to reject such quotes on behalf of the County.

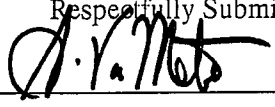
Section 3.

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Section 4.

All formal actions of the Board relating to the adoption of this resolution were taken in an open meeting and in accordance with Public Act 096-0176.

Respectfully Submitted,



11-3

EXHIBIT A
Amended Plan of Operation and Governance

County of Sangamon Electric Aggregation:
Plan of Governance & Operation

February 11, 2013

Amended April 7, 2014

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I. HISTORY AND PURPOSE OF MUNICIPAL AGGREGATION

Pursuant to the Illinois Power Agency Act ("Act"), 20 ILCS 3855/1-92, the COUNTY of Sangamon ("COUNTY" or "The COUNTY") is authorized to aggregate the electric loads of small commercial and retail customers located within its boundaries (herein referred to as "aggregation" or "municipal aggregation"). As part of the municipal aggregation, the COUNTY may select a retail electric supplier, and enter into an agreement to facilitate the purchase of electricity and related services and equipment on behalf of the COUNTY's residents and small businesses.

Additionally, the Act also states:

The corporate authorities or county board may also exercise such authority jointly with any other municipality or county. Two or more municipalities or counties, or a combination of both, may initiate a process jointly to authorize aggregation by a majority vote of each particular municipality or county as required by this Section.

The COUNTY does intend to jointly exercise its authority. However, the County is not bound to operate its aggregation program in a joint fashion on a permanent basis.

The COUNTY seeks to collectively aggregate the retail electric loads of eligible residents and small commercial retail accounts and to solicit bids for the purchase of that electricity. The COUNTY intends to solicit bids seeking various pricing options, contract terms, and options for increased volumes of renewable energy. Residential and small commercial retail customers often lack the resources to conduct due diligence and negotiate favorable terms with alternate retail electric suppliers on their own. With its large quantity of eligible electric accounts, the COUNTY has the potential to attract lower rates than the current default tariff service rate, while also acquiring a cleaner power supply.

In accordance with the Act, the COUNTY passed Resolution 5-1 dated the 8th of January, 2013 authorizing the County to create an Opt-In electric aggregation program for residents and small business customers. A copy of the Resolution and Clerk's Certification is included in Attachment A to this Plan of Governance and Operation.

In cooperation with the Sangamon County Electric Aggregation Consortium, the COUNTY retained the services of a Consultant to assist with planning and implementing the program, bidding and selecting the electricity supplier, and advising the COUNTY on public outreach and education related to municipal aggregation.

The COUNTY will not buy or resell power, but will select through a competitive process, and negotiate a contract with a competent and licensed alternative retail electric supplier (ARES) to provide electric supply at contracted rates to all members of the Aggregation Program. The ARES shall provide accurate and understandable pricing and facilitate opt-in notifications. The ARES will also perform ancillary services for the Aggregation Members as described in this Plan.

Because the COUNTY adopted an opt-in aggregation program, eligible customers located within the COUNTY will participate in the Program only if they affirmatively elect to opt into the Program. The COUNTY ensures that participation is voluntary and individuals have the ability to decline to participate.

As required by law, this Plan of Operation and Governance describes the COUNTY's plan for:

- 1) Providing universal access to all applicable residential customers and equitable treatment of applicable residential customers;
- 2) Providing demand management and energy efficiency services to each class of customers and,
- 3) Meeting any other legal requirements concerning aggregated electric service.

The COUNTY and the Consultant, and the selected ARES will follow the Plan of Operation and Governance set forth in this document. Amendments to this Plan of Operation and Governance may be adopted in accordance with the Act at the option of the COUNTY.

II. DEFINITIONS

In order to clarify certain terminology, the following terms shall have the meanings set forth below:

"Act" shall refer to the Illinois Power Agency Act as set forth at 20 ILCS 3855/1-92 *et seq.*

"Aggregation" or **"Municipal Aggregation"** shall mean the pooling of residential and small commercial retail electrical loads located within the unincorporated area of the County for the purpose of soliciting bids and enter into service agreements to facilitate for those loads the sale and purchase of electricity and related services and equipment in accordance with Section 1-92 of the Act.

"Aggregation Consultant" or **"Consultant"** shall refer to the Illinois Community Choice Aggregation Network LLC, the independent consultant with demonstrated expertise in electric supply contracting that has been retained by the COUNTY to assist with the implementation of each member municipality's Program.

"Aggregation Member" or **"Member"** shall mean a residential or small commercial retail electric account enrolled in the COUNTY's Municipal Aggregation Program.

"Aggregation Program" or **"Program"** shall mean the program developed by the COUNTY of Sangamon, as a Municipal Aggregator under the Act, to provide residential and small commercial customers in the COUNTY with retail electric supply as described in this document.

"Aggregation Program Agreement" or **"Agreement"** shall mean the contract between the COUNTY and the Supplier.

"Alternative Retail Electric Supplier" or **"ARES"** shall mean an entity certified by the Illinois Commerce Commission to offer electric power or energy for sale, lease or in exchange for other value received to one or more retail customers, or that engages in the delivery or furnishing of electric power or energy to such retail customers, and shall include, without limitation, resellers, aggregators and power marketers but shall not include the Electric Utility or the COUNTY's Aggregation members. For purposes of this document, the definition of Alternative Retail Electric Supplier is more completely set forth in 220 ILCS 5/16-102.

"Ameren Illinois" or **"Ameren"** shall mean the Ameren Illinois Utility Company, as the entity that has a franchise, license, permit or right to distribute furnish or sell electricity to retail customers within the COUNTY.

"Ancillary Services" shall mean the necessary services that must be provided in the generation and delivery of electricity. As defined by the Federal Energy Regulatory Commission, they include: coordination and scheduling services (load following, energy imbalance service, control of transmission congestion); automatic generation control (load frequency control and the economic dispatch of plants); contractual agreements (loss compensation service); and support of system integrity and security (reactive power, or spinning and operating reserves).

"Associate Aggregation Member" or **"Associate Member"** shall mean a non-residential retail electric account with annual consumption greater than 15,000 kWh that may elect to enroll in the COUNTY's Municipal Aggregation Program.

“Bidder” shall mean an Alternative Retail Electric Supplier that responds to a Request for Proposals from the COUNTY.

“Default Tariff Service” or **“Default Rate”** shall mean the electricity supply services available to eligible retail customers of the Utility.

“Electric Utility” shall mean Ameren Illinois as the entity that has a franchise, license, permit or right to distribute, furnish or sell electricity to retail customers within the COUNTY.

“Eligible Retail Customer” shall mean the residential and small commercial retail customers of the Utility located within the unincorporated area of the COUNTY of Sangamon and eligible to participate in the Aggregation.

“ICC” shall mean the Illinois Commerce Commission as described in 220 ILCS 5/2-101.

“IPA” shall mean the Illinois Power Agency established by Public Act 95-0481, (20 ILCS 3855/1-1 et. seq.);

“Ineligible Retail Customer” shall mean residential and small commercial retail customers who are not eligible to participate in the Aggregation Program

“kWh” shall mean kilowatt-hour, which is the standard unit of measure of electricity consumed;

“Load” shall mean the total demand for electric energy required to serve the COUNTY’s residential and small commercial members in the Aggregation;

“Midwest Independent System Operator” or **“MISO”** shall mean the Regional Transmission Organization that controls the dispatch of electricity across all or parts of 11 U.S. states and the Canadian province of Manitoba, including the Ameren Illinois region.

“Municipal Aggregator” or **“Aggregator”** shall mean the COUNTY acting as facilitator for the process of securing competitive retail electric rates for the Aggregation Members pursuant to the authority conferred by the Act and in accordance with this Aggregation Plan of Operation and Governance;

“Opt-In” shall mean the process by which a customer who is eligible actively and affirmatively chooses to be included in the Aggregation;

“Opt-Out” shall mean the process by which a customer who was formerly included in the Aggregation chooses not to participate in the Aggregation and to return to Ameren’s default tariff service;

“PIPP” shall mean Percentage of Income Payment Plan (PIPP) created by the Emergency Assistance Act, 305 ILCS 20-18 to provide a bill payment assistance program for low- income residential customers;

“Plan of Operation and Governance” or **“Plan”** shall mean this Aggregation Plan of Operation and Governance;

“Qualified Bidder” shall mean a Bidder that meets the minimum criteria set by the first stage of the COUNTY’s RFP process;

“REC” shall mean duly certified and verified Renewable Energy Credits;

“Request for Proposals” or **“RFP”** shall mean a formal written invitation to responsible Bidders to submit qualifications and pricing methods for electricity supply, services, and equipment to the Aggregation;

“Small Commercial Retail Customer” shall mean those retail customers with an annual consumption of less than 15,000 kWh per 220 ILCS 5/16-102, provided, however, that the definition of Small Commercial

Retail Customer will include such other definition or description as may become required by law or tariff;

“Supplier” shall mean an Alternative Retail Electric Supplier selected by the COUNTY to supply electricity and related services to Aggregation Members under an Aggregation Program Agreement;

“Switching Process” shall mean the process through which Aggregation Members are switched to the selected Supplier’s electric supply upon their voluntary request to join the aggregation.

“COUNTY” or “The COUNTY” shall mean the COUNTY of Sangamon, acting by and through its board, and authorized COUNTY employees;

“COUNTY Designee” shall mean the person (or persons) empowered by the COUNTY through Ordinance to authorize and execute a contract price lock for electricity supply on behalf of the COUNTY Board.

III. ROLE OF THE COUNTY

- A. **Adopt Ordinance.** The COUNTY shall adopt: (1) an ordinance authorizing an opt-in electric aggregation program; and (2) this Plan of Operation and Governance.
- B. **Provide Notice.** The COUNTY shall be responsible for issuing all required public notices and, where applicable, conducting all required public hearings concerning this Plan, and any amendments thereto, in accordance with Section 1-92 of the Act.
- C. **Request Data.** The COUNTY with the assistance of the Consultant shall submit to Ameren, in writing, a warrant demonstrating the passage of the COUNTY’s aggregation ordinance, the adoption of this Plan by the county board, and requesting the identification of retail and small commercial electric customer account information and generic load profiles.
- D. **Maintain Confidentiality.** The COUNTY will maintain the account information it receives in a confidential manner as required by law and will use that information only for purposes of its Municipal Aggregation. The COUNTY may assign access to the account information to the Consultant for the purposes of soliciting supply and service bids on behalf of the COUNTY. The Consultant is bound by confidentiality requirements in this regard, and shall only access and utilize consumer data at the direction of the COUNTY alone. Account information will be considered confidential and will not be disclosed under the Freedom of Information Act.
- E. **Review Accounts.** The COUNTY and Consultant will review the account list to remove ineligible accounts, provided however, that the COUNTY and Consultant shall have no responsibility to potential aggregation members or the ARES for the accuracy of the account information provided.
- F. **Provide Information.** The County shall be responsible for providing the Consultant and ARES with resources and publicly available material to screen out customers who are not located within the unincorporated area to the greatest extent possible.
- G. **Develop Request for Proposal.** The COUNTY and Consultant will develop a Request for Proposals (RFP) for Electricity Services process in cooperation with the Aggregation Consultant in accordance with the terms set forth in this document. The COUNTY will inform the potential bidders in the RFP document of the COUNTY’s generic load profile information as provided by Ameren.
- H. **Evaluate Proposals.** The COUNTY and the Consultant will receive and evaluate proposals and select any Supplier the COUNTY finds to be in the best interest of the COUNTY’s residential and

small commercial. The COUNTY is under no obligation to enter into any service agreement with any Bidder and may, in its discretion, choose to reject all bids, or to re-bid the electric service under the same or amended terms of this Plan.

- I. **Authorize Notifications.** The COUNTY shall assist the Supplier in drafting customer notification materials during the switching and opt-in process. The COUNTY shall specify the form and content of such materials, and all communications disseminated by the Supplier to residents and small businesses during the opt-in process must be approved by the Supplier.
- J. **Responsibility.** The COUNTY and Consultant, as the facilitators of this bidding process, are not responsible for providing electricity to the members of the Aggregation, or for billing or collecting for electricity provided under any Aggregation Program Agreement, and has no responsibility beyond the duties described herein. Ameren will continue to provide a single bill to Aggregation Members for all electrical charges.
- K. **Cost Reimbursement.** The COUNTY shall implement and offer the Aggregation Program as a service to its Members and Associate Members. To the extent possible, the Program shall be revenue-neutral. Any COUNTY expenditure, including informational mailings and opt-in notices to residents of the unincorporated area, related to the Aggregation Program may be recouped by the COUNTY through a per kWh charge, determined in the Agreement with the Supplier, which shall be collected by the Supplier and remitted to the COUNTY. All fees paid or collected by the COUNTY in conjunction with the Aggregation Program shall be disclosed to aggregation members.
- L. **Energy Efficiency and Demand Response.** The COUNTY shall refer Members and Associate Members interested in energy efficiency and demand response options to Ameren which operates a range of programs to support efficiency and demand response.

IV. ROLE OF THE AGGREGATION CONSULTANT

- A. **Fulfill Assigned Duties.** The Aggregation Consultant shall advise and assist the COUNTY with the development and implementation of its Municipal Aggregation Program, including advising staff and upon request elected officials (at the request of the COUNTY Board Chair) on all aspects of the program; developing all necessary documents, soliciting and reviewing bids received, making recommendations as appropriate and monitoring the Supplier's compliance with the requirements of the Service Agreement.
- B. **Maintain Independence and Disclosures.** As required by the Electric Service Customer Choice Act, the Consultant will be in a fiduciary relationship with the COUNTY and owes the COUNTY and its Aggregation Members the duty of loyalty and independent judgment. The Consultant will be disqualified if it acts as the agent for any ICC certified ARES. It is the duty of the Consultant to disclose any such relationships and to terminate the agreement in the event of such a relationship. Breach of these terms will result in the COUNTY terminating the Consultant Agreement.
- C. **Arrange for Fees.** The Consultant shall be paid directly by the Supplier upon authorization of the payment amount by the County.
- D. **Maintain Confidentiality.** The COUNTY, upon receiving confidential customer information from Ameren Illinois, shall be subject to the limitations on the disclosure of that information described in Section 2HH of the Consumer Fraud and Deceptive Practices Act, 815 ILCS 505/2HH.

If the Consultant has access to confidential customer account information at any time, the Consultant agrees not to use that information for any purposes outside the scope of the services provided by this Agreement. The Consultant specifically agrees not to use for itself, or to sell, trade, disseminate or otherwise transfer that information to any other party for any purpose other than this Aggregation Program. The COUNTY will not be liable for any use of confidential information by the Consultant that violates the law or this agreement.

- E. **Notify and Inform COUNTY.** The Consultant shall advise the COUNTY on any changes in laws, rules, tariffs or any other regulatory matter that impacts the Aggregation during the term of the Service Agreement.

V. SUPPLIER SELECTION

- A. **Competitive Sourcing.** The COUNTY will select a Supplier for the Aggregation through a competitive solicitation process. The selection will be based on the best value to the Aggregation and not simply best price.
- B. **Bidding Process Structure.** The COUNTY, working in cooperation with the Consultant, shall develop a Request for Proposals containing the terms and conditions required in this Plan of Operation and Governance. The solicitation process will be conducted in accordance with all applicable state and local laws and COUNTY acceptance of bidding practices and protocols.
- C. **COUNTY Authority.** The corporate authorities of the COUNTY will retain the full and absolute right to accept, accept with conditions, or reject any proposal. The COUNTY may, but is not required to, select a supplier to provide an energy power supply for the Aggregation Program according to the terms of this Plan
- D. **Pricing.** Bidders will submit a single fixed total \$/MWh rate to be charged to provide full-requirements electricity supply, capacity, transmission, and ancillary services to Aggregation Member. The COUNTY's intent in soliciting the proposals is to provide residents and small businesses with delivered electricity prices that are always less than Ameren's applicable rates.

As such, Bidders must commit to a rate that is below the Price to Compare in all periods of the Agreement. In the event the Price to Compare is less than the Supplier's rate, then the Supplier will have the option of:

- 1. **Reduction.** Reducing the Agreement Fixed Price to a rate at least equal to the Price to Compare; or
 - 2. **Transfer to Ameren.** Transferring Program accounts to Default Tariff Service at the discretion of the City; or,
 - 3. **Transfer to another Supplier.** Transferring Program accounts to another ARES at the discretion of the City;
- E. **Supply Options.** Pricing options for at least the following supply options will be sought through the solicitation:
 - 1. **Lowest Community Price Mix.** Electricity supply that includes the minimum level of renewable energy resources for the entire Aggregation Portfolio as required by the State of Illinois Renewable Portfolio Standard.
 - 2. **Enhanced Community Renewable Energy Mix.** Electricity supply that includes volumes of Renewable Energy Credits (RECs) in excess of the minimum level of renewable energy

resources required by the State of Illinois Renewable Portfolio Standard for the entire Aggregation Portfolio. The excess REC volumes are to be sourced from biomass, hydro, wind, solar photovoltaic, or captured methane-landfill gas and certified by a reliable and existing authority. Costs associated with supplying the elevated number of REC will be submitted as pricing options during the solicitation process.

- 3. **Enhanced Individual Renewable Energy Mix.** Electricity supply that includes volumes of Renewable Energy Credits (RECs) in excess of the minimum level of renewable energy resources mandated by the State of Illinois Renewable Portfolio Standard as requested by individual Aggregation Members. The excess REC volumes are to be sourced from biomass, hydro, wind, solar photovoltaic, or captured methane-landfill gas and certified by a reliable and existing authority. Costs associated with supplying the elevated number of REC will be submitted as pricing options during the solicitation process.

The COUNTY will determine whether any option beyond the Lowest Price Mix will be accepted.

- F. **Qualification of Bidders.** Bidders must demonstrate that they satisfy each of the following requirements:

- 1. **State and Utility Certifications and Licenses.**

- i. A certificate of serviced authority from the State of Illinois as a certified retail electric supplier and any and all other licenses or certifications required by the ICC;
- ii. Current registration as a retail electric supplier with Ameren;
- iii. Proof of the company's bond posting with the ICC;
- iv. Commitment to comply with all applicable laws and regulations of the State of Illinois.

- 2. **Transmission Agreements.** A Service Agreement for Network Integration Transmission Service under Open Access Transmission Tariff;

- 3. **Data Systems.**

- i. Electronic Data Interchange computer network that is fully functional at all times and includes back-up file saving systems, and is capable of handling the Ameren residential and small commercial retail electric customers in the COUNTY;
- ii. A secure database of Customer Account Information that will include the Ameren account number, and Supplier account number of each active Member, and other pertinent information such as rate code, rider code (if applicable), and usage and demand history. The database will be updated on an ongoing basis. The data contained in the database will be held strictly confidential. Customer Account Information will be retained for a minimum of two years following the termination of the Agreement.

- 4. **Corporate Capacity.** The internal resources to meet the needs of the Aggregation Program.

- i. Maintain the necessary corporate structure to sell energy power supplies to the Ameren residential and small commercial retail customers in COUNTY;
- ii. Proof of company's (or parent company affiliate's) credit rating as reported in the most recent company annual or quarterly reports.

- 5. **Customer Service.**

- i. The ability to reach all Ameren residential and small commercial retail customers in the unincorporated COUNTY to educate them on the terms of the Aggregation Program and the Act and to provide them with the information necessary to opt in to the Aggregation Program, ensuring that marketing materials take into account multiple modes of communication including but not limited to regular mail using the COUNTY's envelopes, email distribution lists, websites, social media and phone contact;
- ii. A local or toll-free telephone access line which will be available to Aggregation Members 24 hours a day, seven days a week. Trained company representatives will be available to respond to customer telephone inquiries during normal business hours. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day. Under normal operating conditions, telephone answer times by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) thirty seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis;
- iii. The capacity to deliver customer service for Members requiring non-English verbal and written assistance;
- iv. The capacity to deliver customer service for hearing impaired Members;
- v. Accommodate Member inquiries and complaints about energy supply and services;
- vi. Answer questions regarding the Program in general.

G. **Evaluation of Qualifications.** The COUNTY and Consultant will evaluate and assign scores to each Bidder based on the following criteria in order to establish a Qualified Bidder Pool.

- 1. Financial strength of the Bidder;
- 2. Quality of the Response to the Aggregation Plan;
- 3. Quality of the Account Enrollment Timeline;
- 4. Experience as a supplier in the local market;
- 5. Any other factors deemed to be in the COUNTY's best interest.

H. **Award.** The COUNTY will select the Bidder which the COUNTY determines to be in the best interests of the COUNTY. The COUNTY will not be required to award any Agreement that is not deemed by the COUNTY to be in the best interests of the COUNTY.

VI. AGGREGATION PROGRAM AGREEMENT

The COUNTY will enter into an agreement with a selected ARES which contains the following minimum terms and conditions:

- A. **Compliance with Requirement of the Bid and Plan.** The Agreement shall require the Supplier to maintain all required qualifications, and to provide all services specified in the RFP and this Plan.
- B. **Term.** The COUNTY's first Agreement shall be for period of not less than one year. Following the expiration of the term, the Supplier may continue to provide electric service on a month to month basis at its then best rate until provided with 30 day written notice to discontinue providing service. If the Agreement is extended or renewed, Members will be notified by the COUNTY as required by law and the rules of the ICC and IPA as to any change in

rates or service conditions. The COUNTY will have the discretion to set the length of any subsequent contract term.

- C. **Pricing.** The Agreement shall specify the rates quoted in the proposal as well as any other fees arrangements.
 - 1. **Change of Address.** Members who move from one location to another within the unincorporated area of the COUNTY shall retain their participant status and Program pricing.
- D. **Billing.** Collection and credit procedures remain the responsibility of the Utility and the individual Aggregation Member. Members are required to remit and comply with the payment terms of Ameren. The COUNTY will not be responsible for late payment or non-payment of any Member Accounts. Neither the COUNTY nor the Supplier shall have separate credit or deposit policies for Members.
- E. **Supply Mix.** The Agreement shall specify the supply mix as quoted in the proposal.
- F. **Charges and Fees.** Neither the COUNTY nor the supplier will impose any terms, conditions, fees or charges on any Member served by the Aggregation Program other than the rate quoted in the Fixed Price component of the RFP and a reasonable administrative fee to the COUNTY for expenses incurred to establish and administrate the Aggregation.
 - 1. **Opt-Out Fees.** No exit fees will be applied to Aggregation Members who seek to opt-out of the Aggregation after the initial opt-out process has concluded.
 - 2. **Opt-In Fees.** No entrance fees will be applied to accounts who seek to join the aggregation after the commencement of the Aggregation supply contract.
 - 3. **Account Transfer Fees.** No fees will be applied to Aggregation Members who relocate within the COUNTY and new customers who establish new electric service.
- G. **Billing.** Ameren will continue to provide a single bill to Aggregation Members for all electrical charges.
- H. **Confidentiality of Customer Database.** The Agreement shall require the Supplier to preserve the confidentiality of all Aggregation Members' account information and shall agree to adopt and follow protocols to preserve that confidentiality. The Supplier, as a material condition of any contract, shall not disclose, use, sell or provide customer account information to any person, firm or entity for any purpose outside the operation of this Municipal Aggregation Program. This provision will survive the termination of the agreement. The COUNTY, upon receiving customer information from Ameren, shall be subject to the limitations on the disclosure of that information described in Section 2HH of the Consumer Fraud and Deceptive Practices Act, 815 ILCS 505/2HH.
- I. **Non-Competition.** The Supplier must agree not to solicit or contract directly with Aggregation Program customers for service or rates outside the Aggregation Program, and agrees not to use the Customer information for any other marketing purposes.
- J. **Hold Harmless.** The Supplier must agree to hold COUNTY financially harmless from any and all financial obligations arising out of its role as facilitator of the Municipal Aggregation.
- K. **Reporting.** The Agreement will provide that the Supplier will provide the COUNTY with such reports and information as required in this Plan.
- L. **Costs.** All costs of the Aggregation Program development and administration will be paid by the Supplier.

- M. Subcontractors.** Subcontractors will be held to the same strict confidentiality standards applicable to the Supplier and will be required to otherwise comply with the requirements of the Agreement. The use of subcontractors whether approved or unapproved will not relieve the Supplier from the duties, terms and conditions in the Agreement. The Supplier shall be authorized resellers of electricity, as such their relationships with MISO or energy producers shall not be considered subcontracts for purposes of this document.
- N. Additional Services.** The Agreement may provide that the Supplier will assist the COUNTY in developing a Member Education Plan. The Agreement may provide that the Supplier will assist the COUNTY in developing an Energy Efficiency and or a Demand Response program. The Agreement will not preclude the COUNTY from developing its own Member Education, Energy Efficiency, and Demand Response programs.
- O. Conversion to Opt-Out Program.** In the event that the voters of the County pass a referendum allowing the County to create an Opt-Out Aggregation, the Supplier will convert the existing Opt-In program to an Opt-Out program. The Opt-Out program will serve to convert Opt-In program participants into the Opt-Out program without disruption of Members' receipt of pricing or services.

VII. IMPLEMENTATION PROCEDURES

- A. Initial Enrollment Process.** After selecting a Supplier, the COUNTY and the Consultant, under confidential agreement with the Supplier, will work with the Supplier to notify eligible retail customers of the Program. The COUNTY's Aggregation is an Opt-In program pursuant to 20 ILCS 3855/1-92.
1. **Eligible Retail Customer List.** After selecting a Supplier, the COUNTY and the Consultant, under confidential agreement with the Supplier, will work with the Supplier to enroll any customers who affirmatively choose to opt in. Residents will be determined to be ineligible for the opt-in program due to one or more of the following:
 - i. The customer is not located within the COUNTY;
 - ii. The customer has a pre-existing agreement with another Supplier;
 - iii. The customer has free Ameren service;
 - iv. The customer has hourly rate Ameren customer (real time pricing);
 - v. The customer is on an Ameren bundled hold.
 2. **Initial Opt-In Process.** After the Eligible Retail Customer List is reviewed, the Supplier will mail the Opt-In Notices described below to all eligible account holders within the boundaries of COUNTY.
 - i. **Manner of Providing Notices and Information.** The Supplier will be required to pay for printing and mailing of all Aggregation and Opt-In Notices on the COUNTY envelope and letterhead. The Supplier will mail Aggregation and Opt-In Notices to the eligible account holders within the boundaries of COUNTY at the address provided with the Retail Customer Identification Information provided by Ameren.
 - ii. **Content of Notice.** The COUNTY and the Supplier will agree to the format and contents of the Aggregation and Opt-In Notice prior to distribution or mailing. The Notice will inform the electric account owner of the existence of the Aggregation Program, the identity of the Supplier, the rates to be charged. The Notice will also inform PIPP customers of the consequences of participating in the Aggregation.

- iii. **Opt-In Methods.** The Notice will provide a method for customers to Opt-In to the Aggregation Program. The Notice may indicate that it is from the COUNTY, and include the COUNTY name and logo on the envelope. The Notice may be signed by the COUNTY Board Chair or his designee.
 - iv. **Time to Respond.** Aggregation Members shall have thirty (30) calendar days from the postmark date on the notice to mail the Opt-In card back to the SUPPLIER stating their intention to Opt In to the COUNTY Aggregation Program. The time to respond shall be calculated based on the post mark date of the notice to the customer and the post mark date of the customer's response. The Supplier shall offer additional means of opting in, such as a toll-free number, website, smart device quick response code, email address or fax number, each of which must be received within 30 days from the post mark date on the Opt In notice. Upon receipt of the opt-in reply, the Supplier will enroll the account in the Aggregation Program.
 - v. **Missed Accounts.** In the event that an eligible Aggregation Member is inadvertently not sent an Opt-In Notice, or is inadvertently omitted from the Program, the Supplier will work with the COUNTY and the Member to ensure that the Member's decision to opt in to the Program is properly recorded and implemented by the Supplier.
 - vi. **Notification to Ameren.** As Members exercise their opt-in option, the Supplier shall submit the account numbers of participating Aggregation Members to Ameren and the rate to be charged to those customers pursuant to the Service Agreement and the customer's election. The Supplier will provide that information to Ameren in the format Ameren requires.
 - vii. **Notification by Ameren.** Ameren will then notify customers that they have been switched to the Supplier and provide the customer with the name and contact information of the Supplier. Customers will have the option to rescind their participation in the program according to time frames and procedures established by Ameren.
 - viii. **Activation of Service.** Upon notification to Ameren, the Supplier will begin to provide electric power supply to the members of the Aggregation Program without consumer action. The service will begin on the customer's normal meter read date within a month when power deliveries begin under the Aggregation Program.
- B. Development of Customer Database.** The Supplier will maintain a secure database of Customer Account Information. The database will include the Ameren account number, and Supplier account number of each active Member, and other pertinent information such as rate code, rider code (if applicable), and usage and demand history. The database will be updated on an ongoing basis
- C. Subsequent Opt-In Process.**
- 1. **Account Enrollment.** After the initial Opt-In Enrollment Process is completed the COUNTY and Supplier will establish procedures and protocols to work with Ameren on an ongoing basis to add, delete or change any customer participation or rate information.
 - i. **Off-Cycle Account Additions.**
 - 1) **Opt-In Accounts.** Customers may join the Program after the initial Opt In Period by contacting the COUNTY or the Supplier. Members may not receive the same pricing as those Members that participated in the Initial Opt In Process.

- 2. **Off-Cycle Supply Pricing.** The Agreement will require that the Supplier use all commercially reasonable efforts to provide accounts seeking entry to the Aggregation after the initial Opt-In period with the same energy supply pricing as that provided the entire Aggregation. Accounts enrolled after the initial Opt-In period will be included in any general pricing offers presented to the Aggregation after the account is initially enrolled.

VIII. ADDITIONAL SERVICE TERMS AND CONDITIONS

- A. **Member Education.** At the discretion of the COUNTY, the Supplier will assist COUNTY in developing and implementing a program to educate residential and small commercial retail Aggregation members on the Aggregation Program, as well as energy efficiency and conservation tools. The Supplier will also provide the Aggregation Members with updates and disclosures mandated by ICC and IPA rules.
- B. **Universal Access.** The Supplier will implement a process to provide universal access including Member Education for multi-lingual members and members with disabilities.
- C. **Reporting.** The Supplier will provide to the Consultant the following reports:
 - 1. **REC Reporting.** The Supplier will deliver reports that provide competent and reliable evidence to support the fact that it purchased properly certified RECs in a sufficient quantity to offset the non-renewable energy provided in the mix.
 - 2. **Aggregation Reports.** The Supplier will provide the COUNTY with quarterly reports showing the number of Members participating in the Aggregation Program and the total cost for energy provided to the Aggregation as compared to the Ameren's default tariff service rates. In addition, the Supplier will report its efforts at member education.
- D. **Termination of Agreement.**
 - 1. **End of Term.** The COUNTY's service agreement with the Supplier will terminate upon its expiration, provided that the Supplier will continue to provide service at their best rate on a month to month basis after the expiration of the contract term until the COUNTY provides it with 30 day written notice to discontinue providing service.
 - i. **Early Termination.** The COUNTY will have the right to terminate the agreement prior to the expiration of the term in the event the Supplier commits any act of default. Acts of default include but are not limited to the following:
 - 1) Breach of Confidentiality regarding Customer information.
 - 2) The Supplier becoming disqualified to perform the services by virtue of the lapse or revocation of any required license or certification listed as a qualification in the RFP.
 - 3) Ameren's termination of its relationship with the Supplier.
 - 4) Any act or omission which constitutes deception by affirmative statement or practice, or by omission, fraud, misrepresentation, or a bad faith practice.
 - 5) Billing in excess of the approved kWh rates and stated charges.
 - 6) Billing or attempting to collect any charge other than the approved kWh rates and contractually approved charges.
 - 7) Failure to perform at a minimum level of customer service required by the COUNTY.
 - 8) The COUNTY will provide the Supplier with written notice of immediate termination in the event that any of the defaults listed above under subsections 1. through 4. exist.

- 9) The COUNTY will provide the Supplier with written notice of default in the event of any default listed under subsections 5. through 7., or any other event of default not listed above. The Supplier and the COUNTY will attempt to resolve any issues cooperatively within 7 business days. If the issue is not resolved, the COUNTY will again notify the Supplier in writing of its intention to terminate the agreement within 30 days if the issue is not resolved to the COUNTY's satisfaction.
- 10) Upon termination for any reason, the COUNTY will notify Ameren to return the Aggregation Members to the default tariff electric service through a public notice.
- 11) Upon termination, each individual Member will receive written notification from the COUNTY of Sangamon or the Supplier of the termination of the Program. Such notice will also inform Members of their electric supply options.

E. Jurisdiction. Any disputes between the Supplier and the COUNTY will be resolved in the courts or before state agencies in the State of Illinois regardless of any conflicts laws to the contrary.

F. Limitation of Liability. The COUNTY shall not be liable to Aggregation Members for any claims, however styled, arising out of the aggregation program or out of any COUNTY act or omission in facilitating the Municipal Aggregation program.

- 1. In addition, the Supplier agrees to hold the COUNTY harmless from any claim, cause of action, or proceeding of any kind which may be filed against the COUNTY arising out of the services provided by the Supplier or any act or omission of the COUNTY in obtaining the services of the Supplier. Participants in the aggregation program shall assert any such claims solely against the Supplier pursuant to the Agreement, under which such participants are express third party beneficiaries.

IX. INFORMATION AND COMPLAINT NUMBERS

Copies of this Plan will be available from the COUNTY or accessible electronically. Call 217-747-5192 for more information. Any electric customer, including any participant in the COUNTY's aggregation program, may contact the Illinois Commerce Commission for information, or to make a complaint against the Program, the Supplier or Ameren. The ICC may be reached at 217-782-5793.

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Attachment A: COUNTY of Sangamon Resolution and Clerk's Certification

