

**RETURN TO:**

**JAMIE MYERS  
CLERK, CITY OF TROY  
116 E. MARKET  
TROY, IL 62294**

**CITY OF TROY**

**ORDINANCE NO. 2016 - 03**

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**AN ORDINANCE AMENDING THE CITY OF TROY'S PLAN OF OPERATION  
AND GOVERNANCE FOR MUNICIPAL OPT-OUT ELECTRICITY  
AGGREGATION AND ADOPTION OF SAME**

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**ADOPTED BY THE  
CITY COUNCIL OF THE  
CITY OF TROY, ILLINOIS  
THIS 16<sup>th</sup> DAY OF February, 2016**

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**Published in pamphlet form by the authority of the City Council of the City of Troy,  
Madison County, Illinois, this 16<sup>th</sup> day of February, 2016.**

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**AN ORDINANCE AMENDING THE CITY OF TROY'S PLAN OF OPERATION  
AND GOVERNANCE FOR MUNICIPAL OPT-OUT ELECTRICITY  
AGGREGATION AND ADOPTION OF SAME**

**WHEREAS**, as part of its electricity aggregation program commenced in 2012, the City of Troy previously adopted a Plan of Operation and Governance for Municipal Opt-Out Electricity Aggregation (“Plan”); and

**WHEREAS**, Section 13 (Pricing Methodology) of the Plan included a “Price Match” which provided that ‘The lowest price that supports a “Utility Price Match” meaning the ARES (Alternative Retail Electric Suppliers) will be required to match future Ameren tariff rates in the event the Ameren tariff rates decrease in price below the Program price per kilowatt-hour.’; and

**WHEREAS**, the City of Troy has recently entered into an Amendment to the Services Agreement with Good Energy, L.P., to perform electricity consulting services and procurement on behalf of the City for Troy residential and small commercial electrical accounts to assist with its municipal opt-out electricity aggregation program; and

**WHEREAS**, the City of Troy has been advised by Good Energy, L.P., that “Previous contracts included a “price match” clause allowing the community to cancel the contract if the utility price dropped below the current contract price. Suppliers are no longer willing to offer this feature and will not participate if it is required.”; and

**WHEREAS**, accordingly, to participate in the municipal opt-out electricity aggregation program, the City of Troy must amend its Plan to remove the “price match”

clause, as suppliers are no longer willing to offer this feature and will not participate if it is so required; and

**WHEREAS**, the City Council of the City of Troy, Illinois, finds that the best interest of the City is served by amending its Plan to allow the City of Troy and its residents the opportunity to continue to participate in the municipal opt-out electricity aggregation program.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF TROY:**

1. The recitals set forth above are hereby incorporated herein as if fully set forth.
2. The City of Troy does hereby formally amend its Plan of Operation and Governance for Municipal Opt-Out Electricity Aggregation as set forth above.
3. The City of Troy does hereby formally adopt the Amended Plan of Operation and Governance for Municipal Opt-Out Electricity Aggregation.
4. The City Clerk is hereby authorized and directed to record a copy of this Ordinance in the Madison County Office of the Recorder of Deeds.
5. This Ordinance shall be in effect following its passage, approval and publication as provided by law.
6. Any and all Ordinances, sections or subsections of Ordinances in conflict herewith are hereby repealed.

**PASSED** by the City Council of the City of Troy, Madison County, Illinois, approved by the Mayor, and deposited in the office of the City Clerk this 16<sup>th</sup> day of February, 2016.

Those voting aye: DeCarli, Greenfield, Jackson, Partney, Turner

Those voting nay: \_\_\_\_\_

Those absent: Dyer, Hendrickson, Italiano

APPROVED:

By:



ALLEN P. ADOMITE, Mayor  
City of Troy, Illinois

ATTEST:

BY:



JAMIE MYERS, Clerk  
City of Troy, Illinois

(SEAL)

Amended Plan of Operation and Governance for  
Municipal Opt-Out Electricity Aggregation

**CITY OF TROY, ILLINOIS**

## Table of Contents

1. Purpose of Municipal Electricity Aggregation
2. Background - Illinois Power Agency Act
3. Opt-Out Process
4. Request for Proposal - Summary
5. Consolidated Billing Procedures
6. Credit Requirement and Default Procedures
7. Program Move-Ins and Move-Outs
8. Opt-In Program
9. Green Power - Renewable Energy
10. Program Education Initiative
11. Demand Management and Energy Efficiency Program
12. Power Supply Agreement
13. Pricing Methodology
14. Eligible Customer Service Classes
15. Supplier Selection Criteria
16. Selected Supplier Responsibilities
17. Liability
18. Miscellaneous

## 1) Purpose of Municipal Opt-Out Aggregation

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In compliance with Illinois statute 20 ILCS 3855/1-92 of the Illinois Power Agency Act (“Act”) regarding aggregation of electrical loads by municipalities, the City of Troy, Illinois (hereinafter “Troy”) has developed this Plan of Operation and Governance (“Plan”) explaining the process and procedures of Troy’s Municipal Electricity Aggregation Program (“Program”). According to the Act, Troy will serve as governmental aggregator authorized to collect all residential and small business electricity loads within Troy’s municipal boundaries and seek bids from Alternative Retail Electric Suppliers (“ARES”).

This Plan has been prepared by Troy officials in cooperation with Good Energy, L.P., the “Consultant,” to provide an understanding of structure, governance, operations, management and policies of the Program to be utilized for residents and small businesses participating in the Program. The purpose in developing this Plan is to describe the uniform approach to the Program undertaken by municipal officials and pursuant to 20 ILCS 3855/1-92. The load aggregation plan shall:

- Provide for universal access to all applicable residential customers and equitable treatment of applicable residential customers.
- Describe demand management and energy efficiency services to be provided to each class of customers.
- Meet any requirements established by law concerning aggregated service offered pursuant to 20 ILCS 3855/1-92.

The Program is designed to reduce the amount Troy residents and small businesses pay for electricity, and to gain favorable economic and non-economic terms in power supply contracts with ARES. Troy shall seek fixed electricity prices for each eligible class of customers that may be lower than the comparable price available from the local distribution company, Ameren (“Ameren”). Individual residential and small business retail consumers are unable to obtain significant price discounts since they lack the bargaining power, expertise and the economies of scale enjoyed by larger industrial consumers. The Program will band together numerous electric accounts, providing the benefits of competitive energy markets that work to benefit the smaller consumer.

## Plan of Operation and Governance – City of Troy, IL

Troy does not own electric generation assets and will not purchase and resell electricity, but represents consumer interests as a governmental aggregator (“GA”) to set the terms for electricity supply and service from competing ARES licensed with the State. Through a competitive bid process operated and managed by Consultant, Troy will enter into a contract with an ARES for full-requirements retail electricity supply service. The contract is expected to be for a fixed price for a specified term. Troy may contract with one or more ARES if necessary to meet the needs of participating residents and small businesses.



## 2) Background – Illinois Power Agency Act

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On August 10, 2009, Public Act 96-0176 amended the Illinois Power Agency Act authorizing municipalities and counties to form electrical aggregations of residents and small businesses. The Act allows for authorization to be given to municipalities only after the passage of a referendum, after which the utilization of an Opt-Out form of aggregation would comply with the statute. Once the referendum is passed, the municipality can develop an aggregation program for the procurement of electricity supply to residential and small business customers.

Since the Act was amended, over 250 communities in both Ameren and Commonwealth Edison utility territories have passed referenda and will be going out to bid for electricity in this government purchasing arrangement. Municipalities are combining the electrical loads of their residents and small businesses in a Request for Proposal to ARES.

On July 16, 2012, in accordance with the requirements of the Act, the corporate authorities of Troy approved an ordinance allowing a referendum question to be placed on the primary general election ballot to operate an Aggregation Program as an "Opt-Out" program. Under the Opt-Out program, all Ameren residential and small commercial retail customers in Troy are automatically included as participants in the Program unless they Opt-Out of the Program by providing written notice of their intention not to participate in the Municipal Aggregation buying group. On November 6, 2012, the day of the primary election, a majority of citizens voted YES to the referendum question, allowing corporate authorities to form a Municipal Opt-Out Electricity Aggregation.

In addition to passing the required ordinances by the Corporate Authorities, Troy may also be required to comply with various rules and regulations established by authorized agencies of the State of Illinois. Troy will promptly file any application and comply with any applicable rules and regulations that may be required by Illinois law for certification as a Municipal Aggregator and to operate the Aggregation Program under the Act. As required by the Act, the Corporate Authorities developed and approved this Aggregation Plan of Operation and Governance ("Plan").

Before adopting this Plan, and as required by the Act, the Corporate Authorities duly published a notice in the local newspaper of general circulation, informing the public of two (2) public hearings to raise questions or concerns about this Plan. The public hearings were held by the Corporate Authorities in Troy, and provided the residents of Troy with a meaningful opportunity to be heard regarding the Program and this Plan. The Opt-Out notice for the Program shall be provided in advance to all eligible electric customers in the municipality upon approval of this Plan according to the Opt-Out disclosure program developed by Troy. The Opt-Out notice and disclosures shall comply with the Act and all rules and regulations of the State of Illinois, and shall fully inform such electric

## Plan of Operation and Governance – City of Troy, IL

customers in advance that they have the right to Opt-Out of the Program. The Opt-Out notice shall disclose all required information including, but not limited to, rates, terms and conditions of the Program, and the specific method of how to Opt-Out of the Program.

Troy has retained Good Energy, LP (“Consultant”) to assist with administering the Program, the Opt-Out process, managing the competitive bidding process, and writing the Request for Proposal (“RFP”) to help Troy select the most suitable ARES and commodity product for participating residents and small businesses wanting to participate in the Program.

### 3) Opt-Out Process

Troy will allow residents and small businesses an opportunity to Opt-Out of the Program in accordance with 20 ILCS 3855/1-92. Any resident or small business that follows the specified procedures to Opt-Out of the Program will remain on Ameren’s standard service offer listed on the Ameren website. A listing of the Ameren customer rates may be found for homes at <http://www.ameren.com/sites/aiu/Rates/Pages/ResidentialRates.aspx> and at <http://www.ameren.com/sites/aiu/Rates/Pages/NonResidentialRates.aspx> for businesses.

Following completion of the RFP, and after Troy has selected the ARES and successfully locked in a fixed supply rate, Troy will share the eligible customer list with the selected ARES. The winning ARES will have thirty (30) days from the receipt of the data to mail the opt-out notices to all eligible residential and small businesses included in the Program. This list will include all residential and small commercial accounts that will realize savings through the accepted bid price. Furthermore, Troy will not include residential customers receiving service through Power Smart Pricing, Hourly Supply Service, Real Time Pricing, RES Service, and/or net metering programs, nor will it include All Electric accounts. During the Opt-Out notification period, the winning ARES will operate an Opt-In for customers who are currently on Power Smart Pricing, Hourly Supply Service, Real Time Pricing or All Electric. This will ensure the maximum amount of participation for all customers under the program.

**Opt-Out Notices:** A notice will be sent to all residential and small business accounts that are deemed eligible by Troy. See “Eligible Customer Service Classes” section. A sample of the notice is provided in Schedule A of this Plan. The contents of the notice will be on Troy’s municipal letterhead so as to avoid confusion with any other offers by licensed ARES in the state.

**Distribution of Opt-Out Notices:** The selected ARES will be required to pay for the cost of printing and mailing of Opt-Out notices. The notices will be mailed to the owner or occupant residing at the electric account mailing address shown on Ameren’s customer list. The selected ARES and Troy will agree upon the format of the Opt-Out notice prior to mailing it to the eligible service classes. The selected ARES will mail Opt-Out notices to eligible residential and small business accounts.

## Plan of Operation and Governance – City of Troy, IL

**Opt-Out Period:** After the mailing, there will be an Opt-Out Period of at least 19 days from the postmark date on the notice to postmark the return Opt-Out notice if they do not wish to participate in the Program. The Opt-Out notice will clearly notify the Resident and Small Business of the rates to be charged for electricity and other terms of the contract with the selected supplier.

**Customer support during Opt-Out Period:** The selected ARES will have a toll-free phone number and website explaining the steps for Opting-Out of the Program. If necessary the selected ARES will provide bilingual or multilingual customer support to explain the Opt-Out procedure to non-English speaking residents. During this period and through the initial procurement term, the Consultant will provide customer support for any and all issues not satisfied by ARES customer support.

**Enrollment:** Once the Opt-Out Period has passed, the selected ARES will not enroll those Ameren customers Opting-Out from Troy's Program. In the event that an eligible resident or small business is inadvertently omitted from the Program, the selected ARES shall use its best efforts to enroll that customer at the Program rate for the remaining term.

**Early Cancellation Charges:** During the RFP process, Troy will negotiate the penalties associated with a customer leaving the Program before the expiration date of the ARES Power Supply Contract. Typically, leaving the program will precipitate an Early Cancellation Charge (ECC). Ordinarily this is a one-time charge not to exceed \$25.00.

### **Opt-Out Steps Overview:**

- 1-The selected ARES and Troy will agree upon the format of the Opt-Out notice prior to mailing residential and small business customers.
- 2-The selected ARES will mail Opt-Out notices to all eligible customer service classes.
- 3-Recipients will have at least nineteen (19) days from the postmark on the notice to return notice to the selected ARES if they want to be removed from the Program.
- 4-Recipients will be able to Opt-Out by returning an Opt-Out card via U.S. Mail to the selected ARES.
- 5-The ARES will offer a toll-free phone number and website to aid recipients with the notice and the Opt-Out procedure. Further support will be provided by the Consultant through a link on the website <http://www.munienergychoice.com>.
- 6-Additionally, residential and small businesses that do not Opt-Out, per step 4 above, will receive written notification from Ameren stating that they are about to be switched. Ameren defines this as a Letter of Rescission.

## Plan of Operation and Governance – City of Troy, IL

7-The Letter of Rescission will inform the participant that they have **five (5)** days to rescind the contract by contacting Ameren. The selected Supplier will not enroll those accounts Opting-Out of Program.

### 4) Request for Proposal-Summary

With the assistance of the Consultant, Troy will issue a Request for Proposals (“RFP”), utilizing predetermined criteria based on technical specifications, bidder requirements, bidding processes, and contract documents, to select a single Alternative Retail Electric Supplier (“ARES”). The Consultant will evaluate the bids received and will recommend a single ARES to serve as the electricity supplier to all eligible residents and small businesses within the municipal limits.

### 5) Consolidated Billing Procedures

On January 20, 2010, Ameren filed with the Illinois Commerce Commission a revised tariff in order to implement a purchase of receivables (“POR”) with consolidated billing (“CB”) service (“POR-CB Program”) for the benefit of retail customers and ARES, pursuant to Section 16-118 of the Illinois Public Utilities Act. This allows for a single bill, administered solely by Ameren, where Ameren will invoice the Ameren regulated delivery charges and supply rate provided by the selected ARES contained in the Power Supply Agreement. Troy will utilize the POR-CB Program with its Municipal Aggregation to permit billing services of Ameren and the selected Supplier. Customers are expected to receive a single bill from Ameren that itemizes among other things, the cost of generation provided by the Supplier.

### 6) Credit Requirement and Default Procedures

Credit policies and procedures continue to be the responsibility of Ameren. Troy will not be responsible for late or non-payments on the part(s) of any of its residents or small businesses. Troy will have no separate policy with regard to Collection, Security Deposits, Application of Late Charges, Default and Bankruptcy. Ameren follows the requirements of Title 83 of the Illinois Administrative Code Part 280. If there is a delinquent account, Ameren will send collection notices to the customer’s mailing address of record for service charges rendered by Ameren, following established collection policies regardless of whether the customer participates in the Program or not. In the case of a POR-CB Program, the billing method the Program will utilize, the ARES’ receivable becomes Ameren’s receivable and Ameren will be responsible for those collection efforts under Ameren’s policy and requirements.

**CUSTOMER INQUIRIES:** Ameren operates a call center to assist customers with inquiries and resolve billing issues. Ameren has toll-free numbers to contact the call centers printed on electric account

## Plan of Operation and Governance – City of Troy, IL

holders' bills. For residential customers, the toll-free number is 1-800-755-5000. For business customers, the toll-free number is 1-800-232-2477.

### 7) Program Move-Ins and Move Outs

**Moving to Troy from another municipality:** Residents and businesses that move into Troy will be automatically included in the Program. Consultant will periodically request updated account lists from Ameren and the winning ARES. Through a comparative scrubbing process, Consultant will then send a list of newly eligible, but currently not enrolled accounts to ARES, whereupon ARES will promptly send Opt-Out notices so that these account holders may be given the option to participate. These accounts will be given fifteen (15) days from the postmark date on the notice to return the Opt-Out notice if they do not wish to participate in the Program.

**Moving within Troy:** Troy will negotiate a plan with the selected ARES that shall continue service at the same rate and under the same terms and conditions for residents and small businesses that are in the Program, but move within Troy municipal limits prior to the expiration of the contract term, providing the electric customer notifies the ARES of their intent to do so. In this circumstance, residents and small businesses are typically able to opt-out without being assessed an early termination charge by simply doing nothing. Ameren would enroll the new electrical account automatically as the local distribution company.

### 8) Opt-Out during Program

After the initial Opt-Out Process is completed, the Government Aggregator and the ARES may establish protocols and procedures as described in # 7 above, to hold additional Opt-Out Processes for eligible new residential and small commercial accounts that were not mailed Opt-Out notices in earlier Opt-Out rounds within the term of the ongoing aggregation. Any new accounts shall be able to enroll in the aggregation program under the same terms, conditions and pricing as accounts that were initially enrolled during the previous Opt-Out round. However, newly enrolled accounts will only have the ability to participate in the ongoing aggregation program for the time remaining in the term of the agreement with the Supplier. Costs (for example for printing and mailing) associated with subsequent Opt-Out rounds will be paid in the same manner as for the initial Opt-Out round.

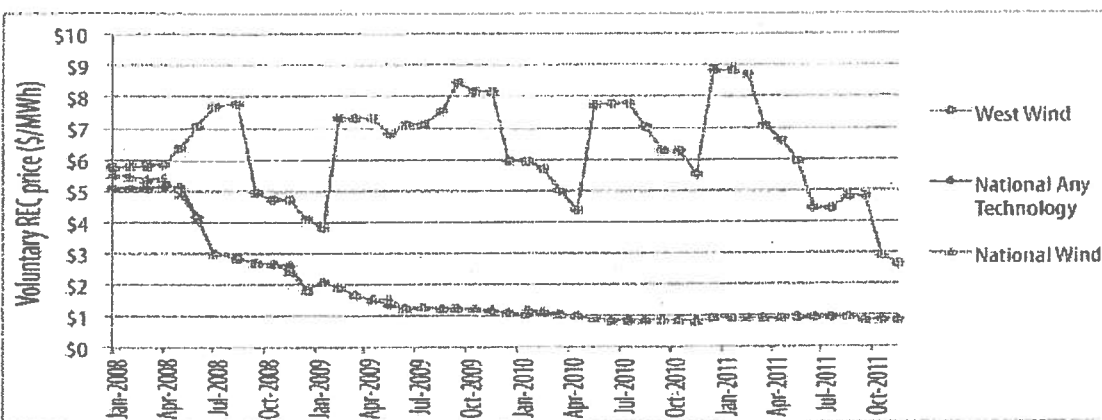
### 9) Green Power – Renewable Energy

Electricity may come from 100% renewable resources and will be provided in the form of a fully-bundled electricity product, presumably satisfied by using Renewable Energy Certificates (RECs). Each REC represents the attributes of 1000 kWh (1 MWh) of electricity generated by renewable generating technologies. In all cases, the RECs must meet the U.S. Environmental Protection

## Plan of Operation and Governance – City of Troy, IL

Agency's Green Power Partnership's definition of eligible green power resources, vintage requirements and "new" requirements as detailed at [http://www.epa.gov/greenpower/documents/gpp\\_partnership\\_reqs.pdf](http://www.epa.gov/greenpower/documents/gpp_partnership_reqs.pdf)). Both the RECs and the winning supplier will be Green-e certified and/or the RECs will be sourced through MISO-registered renewable sources in order to satisfy the precise mix of green power necessary to achieve the goal of environmental steward in the community.

Though there is a preference for Illinois-generated renewable electricity, this electricity may come from other U.S. States. The annual cost of renewable power in the voluntary market has tumbled by more than 500% for National Wind RECs since 2008 (see graph below), providing enormous value and buying opportunity.



### U.S. Department of Energy Voluntary REC prices, January 2008 to December 2011 Sources: Spectron Group (2012)

Additional benefits of requiring renewable power include the following:

- Incentive for local business development;
- Foundation for new/enhanced curricula for Illinois students;

## Plan of Operation and Governance – City of Troy, IL

- <http://www1.eere.energy.gov/education/lessonplans/default.aspx>
- <http://www.eia.gov/kids/>
- <http://www.epa.gov/students/>
- <http://www.fsec.ucf.edu/en/education/index.htm>
- <http://www.nesea.org/k-12/cleanenergyforacleanenvironment/>
- <http://www.nrel.gov/learning/>
- <http://www.need.org/>
- Potential to add to economic development for the State with regard to new renewable generation investment.

### 10) Program Education Initiative

The ARES shall develop the educational program in conjunction with Troy. Its purpose will be to explain the Program to eligible residents and small businesses, provide updates, offer customer support during the term of the agreement and provide the opportunity for participants to Opt-Out of the Program.

Each residential and small business customer of Ameren within the corporate limits of Troy will receive a notification by mail explaining the Program, the procedure which must be followed to Opt-Out of the Program, the fixed electricity rate the municipality contracted for on behalf of participants in the Program, termination policies and the deadline to return the Opt-Out letter.

Troy, along with the selected ARES, will develop an education initiative that will inform residents of the specifics of the program. The education initiative may contain, but is not limited to, the following:

- Mailings
- Community Meetings
- Advertisements
- Program Website
- Toll-Free Information Line
- Informational Videos
- Calculators (web-based)

### 11) Demand Management and Energy Efficiency Initiative

Reduced energy costs should in no way be considered a license for increased usage. For that reason, no energy plan is complete without balancing reduced supply cost for end-users with some method(s) for demand side management and reduction. Ameren offers an online calculator which determines each customer's price-to-compare ("PTC").

## Plan of Operation and Governance – City of Troy, IL

Utilities very often provide incentives to customers in the form of rebates for making lighting and/or other appliance improvements. These efficiency rebates are published for Ameren at: <http://www.actonenergy.com/for-my-home/residential-incentive-programs>.

Lighting is often considered the “low-hanging fruit” for demand reduction. It represents approximately 14% of all residential electricity consumption in the U.S. Switching from incandescent light bulbs to Compact Fluorescent Lights (CFLs) or Light Emitting Diodes (LEDs) can lower usage in the average home by 75%, to as much as 85%, respectively.

The municipality may work with the selected ARES and Consultant to develop “Troy’s Energy Efficiency Program”. This initiative will provide a resource where residential consumers can find information about home energy efficiency measures. Education about demand management can be provided to homeowners such as identifying the newest lighting technology or the latest efficiency rebate information. A call center can be established to answer questions on retrofitting home heating and lighting systems. Troy will work with Ameren to provide specific information about utility rebate programs.

Ameren programs include:

- Lighting Discounts
- Refrigerator Recycling
- Clothes Washer Rebates
- Central AC Cycling
- System Replacement
- Home Energy Assessment
- Multi-Family Efficiency

### 12) Power Supply Agreement – General Terms

After the RFP process, Troy will have the option to execute a Power Supply Agreement (“Agreement”) with the selected ARES.

Bids by prospective ARES shall provide 12 month, 17 month, 24 month and 36 month terms. Troy will select the length of term that offers the most protection against future increases in energy prices. At its discretion, Troy will set the time duration of any subsequent contract term.

The agreement shall specify the approved rates and the power mix for the Program, and shall disclose all additional or ancillary fees. The agreement shall require the ARES to maintain all required licenses and qualifications, and to provide all services required by the RFP. The agreement shall require the



# Plan of Operation and Governance – City of Troy, IL

ARES to provide all services in compliance with this Plan, as may be amended. The ARES must agree not to solicit or contract directly with eligible residents or small businesses in the Program for service or rates outside the aggregation, and agree not to use the customer data and information for any other marketing purposes.

The ARES must agree to indemnify and hold Troy harmless from any claims, causes of action, damages, judgments, and financial obligations, including but not limited to reasonable costs and attorneys' fees, arising from the Program. The ARES shall obtain and maintain, for the duration of the Power Supply Agreement, such proof of insurance and performance security as Troy deems necessary. The Agreement may provide that the selected ARES will assist Troy in developing a Program Education Initiative.

## **Termination of Service**

**End of Term:** the Power Supply Agreement with the ARES will terminate upon its expiration.

**Early Termination:** Troy will have the right to terminate the Power Supply Agreement prior to the expiration of the term in the event the ARES commits any act of default. Acts of default include, but are not limited to, the following:

Breach of confidentiality regarding customer information;

The disqualification of the ARES to perform the services due to the lapse or revocation of any required license or certification;

The Utility's (Ameren) termination of its relationship with the ARES;

Any act or omission that constitutes deception by affirmative statement or practice, omission, fraud, misrepresentation or bad faith practice;

Billing in excess of the approved rates and charges;

Billing or attempting to collect any charge other than the approved kWh rates and contractually approved charges;

Failure to perform at a minimum level of customer service required by Troy.

Upon termination for any reason, Troy will notify the Utility to return the residents and small business accounts to the Default Tariff Service. Upon termination, each account tholder participating in the Program will receive written notice from Troy of the termination of the Program.

## **13) Pricing Methodology**

**Pricing Methodology:** Troy intends to establish a price for the purchase of electricity for the Program. This will be the Program Rate measured in price per kilowatt-hour (kWh). The rate will include

## Plan of Operation and Governance – City of Troy, IL

traditionally bundled renewable power components in the form of Renewable Energy Certificates (RECs) as defined in #9 above, and will reflect various lengths of terms, contractual benefits and possible hold premiums.

**Commodity Price:** Troy and the Consultant will request and receive from the selected ARES consistent market price quotes. The daily market price quotes will detail the line item costs of energy supply, capacity, transmission, ancillary services and additional margin available to Troy and the Consultant that day. The market price quotes will be reviewed by the Consultant to establish that the specific pricing details are consistent with market prices and tariffs and are consistent with the terms of the Power Supply Agreement. If the daily market price quote is deemed acceptable by the Consultant, the Consultant will inform Troy of the price and pricing components and recommend acceptance. If accepted, Troy will affirm acceptance of the commodity price verbally and in writing to the selected ARES.

The ARES invited to bid will quote rates for the following energy mixes and terms:

- **Lowest Traditional Power Price** – The lowest priced electricity supply available from an ARES and in the alternative using, 50% and 100% renewable energy consistent with the Illinois Renewable Portfolio Standard (RPS) or similar Renewable Purchase Obligations (RPO) required by law.
- **50%-100% Renewable** – Electricity where 50% to 100% of the energy used by the aggregated accounts will be offset by Renewable Energy Credits that meet the U.S. Environmental Protection Agency's Green Power Partnership's definition of eligible green power resources, vintage requirements, and "new" requirements as detailed here ([http://www.epa.gov/greenpower/documents/gpp\\_partnership\\_reqs.pdf](http://www.epa.gov/greenpower/documents/gpp_partnership_reqs.pdf)). Renewable Energy Credits shall also be Green-e certified and/or the RECs will be sourced through MISO-registered renewable sources.

### 14) Eligible Customer Service Classes

After selecting and contracting with an ARES, Troy will work with the ARES to remove any customers determined to be ineligible due to one or more of the following:

- Customer is not located within the municipal territory limits;
- Customer is locked into a power supply agreement with an ARES;
- Customer receiving Ameren "FREE" service;
- Customer has hourly rate (real time pricing);
- Customer is on Ameren's All Electric rate;
- Customer is on Ameren bundled hold;

## Plan of Operation and Governance – City of Troy, IL

- Business accounts using more than 15,000 kWh.

The Retail Customer Identification Information will remain the property of Troy, and the ARES will comply with the confidentiality and non-compete provisions in the Supply Agreement.

After the Retail Customer identification Information is reviewed, the ARES will mail the Opt-Out Notices described below to all eligible account holders within the boundaries of the municipality.

The ARES shall treat all customers equally and shall not deny service to any customer in the Program, or alter rates for different classes of customers unless authorized by Illinois State law or administrative code.

### 15) Supplier (ARES) Selection Criteria

ARES responding to the RFP will be measured on the basis of Illinois licensing and certification standards, Price, Program marketing, experience and quality of the response. The ARES must agree to indemnify and hold Troy harmless from any claims, causes of action, damages, judgments, and financial obligations, including but not limited to reasonable costs and attorneys' fees, arising from the Program.

#### ARES Selection Criteria

- Price per kWh and corresponding terms;
- Power Supply Contract flexibility;
- Proof of financial solvency and investment grade credit rating;
- Quality of response to Request for Proposal;
- Program Marketing Plan and Informational outreach;
- Municipal Aggregation Experience;
- Municipal Opt-Out Experience;
- Certified as an Alternative Retail Electricity Supplier in the State of Illinois;
- Compliant to Purchase of Receivables-Consolidated Billing ("POR-CB Program") facilitating Ameren single billing to participants in the Program.

## 16) Selected Supplier Responsibilities

Troy will use a competent entity as an ARES to perform and manage aggregation services for the Program. The ARES shall provide adequate, accurate and understandable pricing, terms and conditions of service, including but not limited to, no switching fees and the conditions under which a Program participant may Opt-Out without penalty.

The ARES must provide Troy and Consultant, upon request, an electronic file containing the Program participant's usage, charges for retail supply service and such other information reasonably requested by Troy or the Consultant.

The ARES shall create and maintain a secure database of all Program participants. The database will include the name, address, Ameren account number, and the ARES's account number of each active Program participant, and other pertinent information such as rate code, rider code (if applicable), most recent 12 months of usage and demand and meter reading cycle. The database will be updated at least quarterly. Accordingly, the Supplier will develop and implement a program to accommodate participants who (i) leave the Program due to relocation, Opting-Out, etc. (ii) decide to join the Program; (iii) relocate anywhere within the corporate limits of the municipality, or (iv) move into the municipality and elect to join the Program. **(See Appendix A of this Plan).**

**Education:** The ARES shall develop and implement an educational program that generally explains the Program to all residential and small business customers.

The ARES will provide updates and disclosures mandated by Illinois law and applicable rules and regulations, and implement a process to allow any participant the opportunity to Opt-Out of the Program according to the terms of the Power Supply Agreement.

**Customer Service:** The Supplier shall hire and maintain an adequate customer service staff and develop and administer a written customer service process that will accommodate participant inquiries and complaints about billing and answer questions regarding the Program in general. This process will include a description of how telephone inquiries will be handled, either internally or externally, how invoices will be prepared, how participants may remit payment, and how collection of delinquent accounts will be addressed. The ARES and Troy will enter into a separate customer service plan agreement or the terms shall be included in the Power Supply Agreement.

## Plan of Operation and Governance – City of Troy, IL

**Billing:** Ameren will provide a monthly billing statement to each Program participant which shall include ARES charges. The ARES will not charge any additional administrative fee(s).

**Compliance Process:** The ARES shall develop internal controls and processes to ensure that Troy remains in good standing as a Governmental Aggregator and to ensure that the Program complies with the Act and all applicable laws, and rules and regulations, as they may be amended periodically. It will be the ARES responsibility to deliver reports at the request of the municipality in a timely manner that will include (i) the number of participants in the Program; (ii) a savings estimate or increase from the previous year's baseline; (iii) such other information reasonably requested by the municipality; (iv) comparison of the participants charge for the supply of electricity from one designated period to another identified by the municipality. The ARES shall also develop a process to monitor, and shall promptly notify in writing, any changes or amendments to the Act, laws, rules or regulations applicable to the Program.

**Notification to Ameren:** The residential and small business customers in Troy that do not Opt-Out of the Aggregation Program will be enrolled automatically in the Program by the ARES. Eligible residents and small businesses included in the Program will not be asked to take affirmative steps to be included in the aggregation group. To the extent that Ameren requires notification of participation, the ARES shall provide such notice to Ameren. Periodically, the ARES will inform Ameren through electronic means, of any new members that it is enrolling into the Aggregation Group.

### 17) Liability

Troy shall not be liable to residents or participants for any claims, however styled, arising out of the Program or the provision of aggregation services by the municipality or the ARES. Participants or members in the aggregation group shall assert any such claims solely against the ARES pursuant to the power supply agreement. In the event that any such claim(s) are brought, the ARES must agree to indemnify and hold Troy harmless from any claims, causes of action, damages, judgments, and financial obligations, including but not limited to reasonable costs and attorneys' fees, arising from the Program.

### 18) Miscellaneous

The operation of Troy's Aggregation Program may be impacted by any of the following:

- Amendments to the Act;
- Federal Energy Regulatory Commission (FERC) tariffs that may be enacted or amended;

## Plan of Operation and Governance – City of Troy, IL

- Illinois Commerce Commission (ICC) rules and regulation as may be enacted or amended;
- Ameren tariffs as approved or amended periodically by the ICC;
- Federal, state and local laws;
- Rules, regulations and orders approved or enacted by federal, state, or local regulatory agencies.

Troy will maintain a copy of this Plan of Operation and Governance on file at its administrative office. This Plan will be kept available for public inspection. It will, upon request, be copied for any potential or existing Program participants in accordance with any statutes and/or rules for copying public documents.

# Plan of Operation and Governance – City of Troy, IL

## Appendix A: Sample Opt-Out Notice

CITY OF TROY, ILLINOIS

November 6, 2012

Dear City of Troy Resident,

On November 6, 2012, in the primary election a majority of citizens voted yes on a referendum question allowing corporate authorities to form a Municipal Opt-Out Electricity Aggregation. Troy officials are happy to offer eligible residents and small businesses SAVINGS over Ameren Illinois ("Ameren") rates by banding together all eligible electric service classes.

The City of Troy ran a competitive bid to select a licensed Alternative Electricity Supplier to provide savings to residents and small businesses with electric service in the City of Troy. After researching competitive electricity pricing options, we have chosen \_\_\_\_\_ to provide you with savings on your electric generation through Month \_\_\_\_\_, 20\_\_\_\_. There is no cost to join and you will not be charged a fee for partaking in this program. You are automatically enrolled and there is no need to do anything to participate. As a participant of this Municipal Electricity Aggregation, you are expected to save \_\_\_\_\_ percent off your Price to Compare. Your Price-to-Compare is the price you pay for electric generation from the utility.

Your account will be transitioned to the Municipal Electricity Aggregation Program approximately within 30 - 45 days, depending upon your meter read date. You are not obligated to participate in the City of Troy's aggregation program and you can remain with the utility without penalty or fees. If you wish to be removed from the program and remain a full-service customer of (Ameren) you have a deadline date of \_\_\_\_\_, 2012 to return the attached "opt-out" card. If you leave the program after the deadline, you could be subject to a cancellation fee from the Alternative Electricity Supplier.

After you become a participant in this governmental aggregation program, (Ameren) will send you a letter confirming \_\_\_\_\_ as your Alternative Electricity Supplier (ARES).

As required by law, this letter will inform you of your option to rescind your enrollment with adequate notice prior to the scheduled switch.

To remain in the Municipal Electricity Aggregation Program, you do NOT have to take any action when you receive this letter.

Ameren will continue to maintain the system that delivers power to your home or business. You will continue to receive a one bill from Ameren. After enrollment is complete your bill will show your new supply rate from \_\_\_\_\_.

If you have any questions, please call the information line at \_\_\_\_\_, Monday through Friday,

8 a.m. to 5 p.m. Please do not call the City of Troy with aggregation program questions.

Sincerely, City of Troy

Opt out by returning this form before the deadline date of \_\_\_\_\_, 2012.

I do NOT want to participate in this Municipal Electricity Aggregation Program.

Service Address \_\_\_\_\_ City \_\_\_\_\_, Zip Code \_\_\_\_\_

Phone Number \_\_\_\_\_ Account Number \_\_\_\_\_

Account Holder Signature \_\_\_\_\_ Date \_\_\_\_\_

## Aggregation Program Agreement

This Aggregation Program Agreement is entered into as of this 24th day of February 2016 ("Agreement"), by and between City of Troy ("Aggregator"), an Illinois municipal corporation, and Illinois Power Marketing Company d/b/a Homefield Energy ("Supplier"), an Illinois corporation with an office located at 1500 Eastport Plaza Drive, Collinsville, Illinois 62234. Supplier and Aggregator are sometimes hereinafter referred to individually as a "Party" or collectively as the "Parties".

### WITNESSETH

**WHEREAS**, Section 1-92 of the Act authorizes the corporate authorities of a municipality, county or township to establish a program to aggregate electrical loads of residential and small commercial retail customers and to solicit bids and enter into service agreements to facilitate the sale and purchase of electricity and related services for those electrical loads; and

**WHEREAS**, pursuant to the Act, municipalities may, if authorized by referendum, operate an Electricity Aggregation Program as an "opt-out" program that applies to all residential and small commercial retail electrical customers who do not affirmatively choose not to participate; and

**WHEREAS**, Aggregator has received authorization through its referendum to proceed with an "opt-out" Aggregation Program pursuant to the Act; and

**WHEREAS**, Aggregator has issued a Request for Proposal on February 12, 2016; and

**WHEREAS**, Supplier is an ARES registered with and certified by the ICC; and

**WHEREAS**, Aggregator has selected Supplier as the supplier for the Aggregation Program; and

**WHEREAS**, Aggregator and Supplier desire to establish the rights and obligations of the Parties with respect to the Aggregation, including but not limited to determining a price and supplying the Aggregation and related services.

**NOW, THEREFORE**, the Parties, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

### ARTICLE 1: RECITALS

The foregoing recitals are, by this reference, fully incorporated into and made part of this Agreement for all purposes.

### ARTICLE 2: DEFINITIONS

Whenever used in this Agreement, the following terms shall have the meanings defined below except where the context indicates otherwise:

- A. **"Affiliate"** shall mean any person, firm, corporation (including, without limitation, service corporation and professional corporation), partnership (including, without limitation, general partnership, limited partnership and limited liability partnership), limited liability company, joint venture, business trust, association or other entity that now or in the future directly or indirectly controls, is controlled by, or is under common control with Supplier.
- B. **"Act"** shall mean the Illinois Power Agency Act, 20 ILCS 3855/1-1 *et seq.*
- C. **"Aggregation"** or **"Municipal Aggregation"** shall mean the pooling of residential and small commercial retail electrical loads located within the Aggregator's jurisdiction for the purpose of soliciting bids and entering into service agreements to facilitate for those loads the sale and purchase of electricity and related services, all in accordance with Section 1-92 of the Act.
- D. **"Aggregation Consultant"** or **"Consultant"** shall refer to Good Energy, L.P.; the independent consultant with demonstrated expertise in electric supply contracting that has been retained by Aggregator to assist with the implementation of the Aggregation Program.
- E. **"Aggregation Member"** or **"Member"** shall mean a residential or small commercial retail electric account enrolled in the Aggregation Program, and shall be consistent with the definition of "Eligible Retail Customer" as provided for herein.
- F. **"Aggregation Program"** or **"Program"** shall mean the program adopted by Aggregator pursuant to Section 1-92 of the Act to facilitate for the applicable residential and small commercial customers the sale and purchase of electricity and related services.
- G. **"Aggregator"** shall mean Municipality, County or Township acting by and through its corporate authorities, and authorized Aggregator employees.
- H. **"Aggregator Designee"** shall mean the person (or persons) empowered by Aggregator through ordinance to authorize and execute a contract price lock for electricity supply on behalf of the Aggregator's governing authority or body.



- I. **"Alternative Retail Electric Supplier" or "ARES"** shall mean an entity certified by the ICC 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 Utility or the Aggregation Members. For purposes of this Agreement, the definition of Alternative Retail Electric Supplier is more completely set forth in 220 ILCS 5/16-102.
- J. **"Ameren Illinois" or "Ameren" or "Utility"** shall mean the Ameren Illinois Utility Company, or its successor, as the entity that has a franchise, license, permit or right to distribute, furnish or sell electricity to retail customers within its service area and within the Aggregator's jurisdiction.
- K. **"Ancillary Services"** shall mean the necessary services that shall be provided in the generation and delivery of electricity. As defined by the Federal Energy Regulatory Commission, "Ancillary Services" include, without limitation: 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).
- L. **"Customer Information"** shall mean information specific to individual Members, and/or Eligible Retail Customers, as applicable, including customer name, address, account number, and usage information.
- M. **"Distribution Service Provider" or "DSP"** shall mean the entity responsible for providing local distribution service to Members.
- N. **"Eligible Retail Customer"** shall mean a residential and small commercial retail customer of the Utility that is eligible for participation in the Aggregation Program pursuant to 220 ILCS 5/16-102, Section 1-92 of the Act, as well as applicable rules, regulations and utility service tariffs pertaining to retail electric supply, purchase of receivables, and consolidated billing.
- O. **"Extended Term"** is defined in Section 3.A of this Agreement.
- P. **"Force Majeure Event"** is defined in Section 6.C of this Agreement.
- Q. **"ICC"** shall mean the Illinois Commerce Commission as described in 220 ILCS 5/2-101.
- R. **"IPA"** shall mean the Illinois Power Agency as described in 220 ILCS 3855, Section 1-5.
- S. **"Load"** shall mean the total demand for electric energy required to serve the Aggregation Members.
- T. **"MISO"** shall mean Midcontinent Independent System Operator, Inc., a Regional Transmission Organization ("RTO") that coordinates the movement of wholesale electricity in all or parts of eleven states and the Province of Manitoba, including the Ameren Illinois service territory.
- U. **"Opt-Out"** shall mean the process by which a Member who would be included in the Aggregation Program chooses not to participate in the Aggregation Program.
- V. **"PIPP"** shall mean a Percentage of Income Payment Plan created by the Energy Assistance Act, 305 ILCS 20-18, to provide a bill payment assistance program for low-income residential customers.
- W. **"Plan of Operation and Governance"** shall mean the Aggregation Plan of Operation and Governance adopted by Aggregator pursuant to the requirements set forth in Section 1-92 of the Act.
- X. **"Point of Delivery"** shall be the interconnection between the RTO transmission's DSP's distribution system to which Supplier shall deliver the electricity under the Aggregation Program for delivery by the Utility to the Aggregation Members.
- Y. **"REC"** shall mean Illinois Renewable Portfolio Standard eligible Renewable Energy Credits.
- Z. **"Regulatory Event"** is defined in Section 6.B of this Agreement.
- AA. **"Retail Power"** is defined in Section 5.D.
- BB. **"Retail Power Price"** is defined in Section 5.D.
- CC. **"Services"** is defined in Article 5 of this Agreement.
- DD. **"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.
- EE. **"Term"** is defined in Section 3.A of this Agreement.
- FF. **"Terms and Conditions"** is defined in Section 5.B of this Agreement.

### ARTICLE 3: TERM

- A. **Term of Agreement.** This Agreement commences on the date first written above, provided however, the supply service to Aggregation Members shall not commence until the Utility's confirmation of Member enrollment with Supplier and shall continue through the billing cycle of the last month of the Term, as elected by Aggregator and set forth in Exhibit A.
- B. **Extension.** Aggregator and Supplier may extend the Term of this Agreement for additional periods of time by written mutual agreement approved and executed by each of them (each an "***Extended Term***"). Any such extension may, among other things, provide for an opportunity to refresh the price. Any price modification in an Extended Term shall require Supplier issuance of a new opt-out notice for the Extended Term to all

Aggregation Members. Nothing in this Article related to the Term, or the possibility of agreement to an Extended Term may be construed or applied in any manner to create any expectation that any right or authority related to this Agreement granted by Aggregator to Supplier shall continue beyond the Term or an approved Extended Term.

- C. **Notification.** In the event Aggregator decides either (a) the Aggregation Program will terminate upon expiration, or (b) that it would like to renew the Aggregation Program with an ARES other than Supplier, then Aggregator must provide notice to Supplier at least 90 days prior to the first expiration date (billing cycle) of any Aggregation Member in the last month of the Term, as elected by Aggregator and set forth in Exhibit A. In the event such notification is not received by Supplier by the applicable date, the Parties will in good faith negotiate an extension for a price no later than sixty (60) days prior to the first expiration date (billing cycle) of any Aggregation Member in the last month of the Term, as elected by Aggregator and set forth in Exhibit A. In the event no extension is agreed upon by the Parties, the Parties will have no obligation to each other to extend the Aggregation Program.
- D. **Term of Enrollment.** Members shall remain enrolled in the Aggregation Program until the Member exercises the right to opt-out, or they otherwise terminate their participation in the Aggregation Program, their participation in the Aggregation is terminated by Aggregator, their participation in the Aggregation Program is terminated by Supplier or the Utility, or until this Aggregation Program is terminated, whichever occurs first.
- E. **Interaction Between Termination Dates of this Agreement and Contracts with its Members.** Members initially enrolled in the Aggregation Program shall receive Electric Supply at the Retail Power Price set forth in this Agreement. If this Agreement is terminated prior to the end of the Term due to a Regulatory Event, then Electric Supply will terminate early and the Members will be switched to the Utility's BGS-1 or BGS-2 default rate, where applicable, provided by the Utility as required by 220 ILCS 5/16-103 and defined by its rates on file with the ICC pursuant to 200 ILCS 5/Art. IX. ("Tariff Service") in accord with the standard switching rules and applicable notices. If this Agreement is terminated pursuant to the terms of this Agreement, the Aggregation Program will terminate early and the Aggregation Member may choose another ARES or will be switched to Utility default service in accord with the standard switching rules and applicable notices. The Members are responsible for arranging for their supply of energy upon expiration or termination of this Agreement. If this Agreement is terminated prior to the end of the Term and a Member has not selected another supplier, such Member will be switched to Utility default service.

#### ARTICLE 4: PROGRAM RESPONSIBILITIES

##### A. **Aggregator Responsibilities.**

1. **Program Responsibilities.** Aggregator shall perform those duties related to the Aggregation Program as required by Section 1-92 of the Act, e.g. adopting an ordinance authorizing aggregation, submitting a referendum to its residents, abiding by notice and conduct requirements of general election law, developing a plan of operation and governance, holding public hearings, and informing residents of opt-out rights.

2. **Customer Information.** Aggregator Consultant or Aggregator Designee shall obtain the Customer Information from Aggregator or Utility directly, and provide the Customer Information to Supplier for use in the enrollment and opt-out process set forth in Article 5. Aggregator acknowledges that Supplier is not liable for the completeness or accuracy of the account information included on, or excluded from, the Customer Information data files provided for this purpose. Aggregator further acknowledges that Supplier is not liable for any incremental costs associated with performing additional services to correct errors or omissions resulting from Customer Information data provided by Aggregator or Ameren.

3. **Notices from Utility.** Aggregator shall promptly forward to Supplier any notices received by Aggregator from Ameren concerning the account(s) of Aggregation Member(s).

4. **No Aggregator Obligations to Provide Services.** The Parties acknowledge and agree that Aggregator is not responsible to provide, and this Agreement shall not be construed to create any responsibility for Aggregator to provide, the Services to any person or entity, including without limitation Supplier, Ameren, or any Aggregation Member.

5. **No Aggregator Financial Responsibility.** The Parties acknowledge and agree that this Agreement does not impose or create, and shall not be construed to create, any financial obligation of Aggregator to any other person or entity, including without limitation Supplier, Ameren, or any Aggregation Member.

6. **Compliance with Applicable Law.** Aggregator shall comply with all applicable laws in providing the Service pursuant to this Agreement.

##### B. **Supplier Obligations.**

1. **Provision of Services.** Supplier shall provide all of the Services described in Article 5 of this Agreement throughout the Term.

2. **Compliance with Applicable Law.** Supplier shall comply with all applicable requirements of Illinois state law, including the Act, rules and regulations of the ICC, tariffs applicable to the Utility and MISO, and all other applicable federal and state laws, orders, rules and regulations, including the terms and conditions for providing the Services pursuant to this Agreement.

## ARTICLE 5: SUPPLIER SERVICES

Supplier shall supply all of the following services in support of the Program (collectively, the "**Services**"):

### A. Electricity Supply.

#### 1. **Electricity Supply.**

- a. **Transmission.** Supplier will acquire and pay all necessary transmission services up to the Point of Delivery to deliver electricity supply to Members, including all electricity commodity costs, MISO charges, congestion charges, distribution and transmission losses, and capacity charges. Supplier does not have responsibility for any delivery of services supplied by the Utility or RTO, or for the consequences of the failure to provide such services. Supplier shall not be responsible to Member in the event the Utility or RTO disconnects, suspends, curtails or reduces services to Member for any reason.
- b. **Billing.** To the extent allowed by law and the Ameren tariff, Supplier shall make all arrangements for Aggregation Members to receive a single monthly bill from Ameren during the Term. As part of such arrangement, it is expected that the following fees will continue to be collected and processed by Ameren: monthly payments, late payments, delivery charges, monthly service fee, and applicable taxes.
- c. **Data.** Supplier shall maintain a confidential database recording historical account information for Member accounts that has been provided to Supplier by Ameren, Aggregator, and/or Consultant or Aggregator Designee. Supplier will provide to the Aggregator and/its Consultant the initial account list for all Eligible Retail Customers who have been enrolled in the program. Furthermore, Supplier will also provide a list of the Eligible Retail Customers who have initially opted-out of the program. Both lists will be transmitted together in a text-based, comma-delineated file (.csv). At a minimum, but not limited to, the files should contain: account number, account name, premise address Line 1, premise address Line 2, premise address Line 3, premise address City, premise address State, premise address Zip Code.
- d. **Title.** Title to and risk of loss for the electricity sold and delivered to Members shall pass to the purchasing Member upon delivery at the Point of Delivery;

2. **Supply Mix.** Supplier shall be capable of providing the supply mix of traditional and renewable sources in Exhibit A, if applicable.

#### 3. **Delivery Specifications**

- a. **Quality and Measurement.** Supplier agrees that all electricity sold pursuant to this Agreement shall be delivered in accordance with applicable MISO and Ameren rules and tariffs and suitable for delivery to Members.
- b. **Title.** Supplier warrants that it possesses or will possess good marketable title to all electricity sold pursuant to this Agreement, and that such electricity will be free from all liens and adverse claims when delivered to the Point of Delivery.
- c. **Delivery.** Supplier shall deliver all electricity sold pursuant to this Agreement at the Point of Delivery to be delivered to the Aggregation Members.

### B. Program Implementation.

1. **Member Service.** Supplier shall maintain certain minimum levels of customer service including:

- a. **Program Management and Documentation.** Supplier program management and documentation shall be in accordance with this Agreement and Supplier's response to Aggregator's Request for Proposals.
- b. **Confidentiality.** Supplier and Aggregator shall maintain the confidentiality of customer information pursuant to Article 10 of this Agreement and as required by law.
- c. **Customer Service.** Supplier shall assist Aggregation Members with their inquiries. Concerns regarding service reliability should be directed to Ameren, billing questions should be directed to Ameren or Supplier, as applicable, and any unresolved disputes should be directed to the ICC. Inquiries from Aggregation Members should be managed within the following performance parameters:
  - i. **Telephone Inquiries.** Supplier shall maintain a toll-free telephone access line which shall be available to Aggregation Members 24 hours a day, seven days a week. Trained company

representatives shall 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 shall be responded to by a trained company representative within two business days.

- ii. **Internet and Electronic Mail.** Supplier shall establish and maintain a web page providing information to the Aggregation Members. The website shall provide basic information concerning the Aggregation Program and facilitate customer inquiries by providing contact information for questions.
- iii. **Multi-Lingual Services.** Supplier shall provide reasonable customer service for Members requiring verbal and/or written assistance in Spanish.
- iv. **Hearing Impaired.** Supplier shall provide reasonable customer service for hearing impaired Members.

**2. Enrollments.** Supplier shall perform the following Aggregation account enrollment tasks:

- a. **Opt-Out Period.** Supplier shall conduct an initial Opt-Out Period, which shall be a twenty-one (21) calendar day period, from the date of postmark, during which eligible residents and small commercial retail customers may opt-out of the Aggregation Program prior to enrollment.

After the initial Opt-Out Process is completed, the Aggregator and Supplier may establish protocols and procedures to hold additional Opt-Out Periods for Eligible Retail Customers that were not mailed Opt-Out notices in earlier Opt-Out Periods within the term of the ongoing aggregation. Any new Eligible Retail Customers shall be able to enroll in the Aggregation Program under the same terms, conditions, and pricing as accounts that were initially enrolled during prior Opt-Out Periods. However, newly enrolled Eligible Retail Customers will only have the ability to participate in the Aggregation Program for the time remaining in the term of this Agreement. Costs (for example for printing and mailing) associated with subsequent Opt-Out Periods will be paid in the same manner as for the initial Opt-Out Period.

- b. **Opt-Out Notifications.** Supplier shall manage the Opt-Out Period Notification process in cooperation with Aggregator and the Consultant or Aggregator Designee.
- c. **New Accounts.** Supplier shall facilitate the addition of new customer accounts to the Aggregation Program during the Term of this Agreement. Members wishing to opt-in to the Aggregation Program may contact Supplier to obtain enrollment information. Supplier will make every effort to provide new customers with the same pricing available to initial enrollees; however, such pricing cannot be guaranteed. Supplier shall clearly state the rate to be charged for new accounts prior to enrollment.
- d. **Moving Within the Aggregator's Jurisdiction.** Supplier shall continue service at the same rate and under the same terms and conditions for any Member who relocates within the Aggregator's jurisdiction prior to the expiration of the Term of this Agreement, providing that the Member notifies Supplier of its desire to do so with 30 days' notice.
- e. **Credit/Deposit Requirements.** Collection and credit procedures are to be the responsibility of Ameren and the individual Member. Members will be required to comply with the payment terms of Ameren. Aggregator is not responsible for late payment or non-payment of any Member account. Neither Aggregator nor Supplier shall have a separate credit or deposit policy concerning Member accounts.
- f. **Reliability of Power Supply.** The Parties acknowledge that the Aggregation Program only affects pricing for the electricity sold pursuant to this Agreement up to the Point of Delivery and further acknowledge Ameren will continue to deliver power through its transmission and distribution systems. Responsibility for maintaining system reliability continues to rest with Ameren. If Members have service reliability problems, they should contact Ameren for repairs. The ICC has established "Minimum Reliability Standards" for all utilities operating distribution systems in Illinois. Member outages, duration of outages, interruptions, etc., are monitored to ensure reliability remains at satisfactory levels. In addition to maintaining the "wires" system, Ameren is required to be the "Provider of Last Resort," meaning that should Supplier fail for any reason to deliver any or all of the electricity needed to serve the Members' needs, Ameren will immediately provide any supplemental electricity to the Members as may be required. Ameren would then bill Supplier for the power provided on Supplier's behalf, and the Members would incur no additional cost therefor over and above that which the Member would have paid had Supplier delivered the power.
- g. **Fees Imposition.** Neither Aggregator nor Supplier shall impose any conditions, terms, fees, or charges on any Member served by the Program unless the particular term, condition, fee, or charge, or the possibility of a change in the same, is clearly disclosed.
- h. **Enrollment and Disenrollment Charges.** Supplier shall not assess any enrollment, switching, or relocation fees on Aggregation Members. Customers may terminate services from Supplier without penalty if they relocate outside of the Aggregator's governmental boundary. Members who did not opt-out of the Aggregation Program during the opt-out period and who later leave the Aggregation Program for other reasons may be assessed an early termination fee of \$0.00.
- i. **Enrollment in Supplier Programs.** Supplier agrees not to solicit or contract with Aggregation Program

Members outside the Aggregation Program and agrees not to use Aggregation Program Member data and information for any other marketing purposes without written consent from the Aggregator. Nothing herein shall prevent Supplier from soliciting and entering into agreements with retail customers for the supply and delivery of electricity who have not enrolled in the Aggregation Program or who have opted-out. Aggregator recognizes Supplier may have affinity programs or other opportunities to sell and deliver to retail customers located in Aggregator's jurisdiction, and this Agreement does not bar such actions by Supplier.

**C. Cooperation at the Conclusion of the Aggregation.** Aggregator shall request and Supplier may provide, if legally permissible, from the Utility, those account numbers, names, and addresses of residential and small commercial retail customers in the aggregate area that are reflected in the Utility's records that may be needed to continue the Program with another ARES. Supplier has no obligation to request such information on behalf of Aggregator or another Alternative Retail Electric Supplier.

**D. Retail Power Price.** The Retail Power Price is set forth in Exhibit A. The Retail Power Price is based on Aggregation Members' historical or projected load data which is considered representative of the combined electricity requirements ("Retail Power") for the proposed Term. The Retail Power Price applies to all Retail Power covered under this Agreement. Retail Power Price also includes charges for distribution energy losses, capacity, MISO transmission charges, and energy, including scheduling and load forecasting associated with the delivery of the Retail Power. The Retail Power Price does not include any charges by the DSP, which are the responsibility of the Member, including but not limited to charges for services under the applicable delivery service tariffs and riders, such as delivery service charge, facilities charges, taxes (either billed for by the Utility or Member self-assessed), environmental, public purpose program, or switching charges as may be applicable from time to time.

#### ARTICLE 6: REMEDIES AND TERMINATION

**A. Remedies.** In addition to every other right or remedy provided to a Party under this Agreement, if the other Party fails to comply with any of the provisions of this Agreement (for reason other than an order, rule, or regulations of a governmental agency or court having jurisdiction over the defaulting Party), then the non-defaulting Party may give notice to the defaulting Party specifying that failure.

1. **Cure Period.** The defaulting Party will have 15 business days after the date of that notice to take all necessary steps to comply fully with this Agreement, unless (a) this Agreement specifically provides for a shorter cure period or (b) an imminent threat to the public health, safety, or welfare arises that requires a shorter cure period, in which case the notice must specify the cure period, or (c) compliance cannot reasonably be achieved within 15 business days but the defaulting party promptly commences a cure and diligently pursues the cure to completion.
2. **Failure to Cure.** If the defaulting Party fails to comply within that 15-day period, or the shorter period if an imminent threat, or if the defaulting Party fails to promptly commence a cure and diligently pursue the cure to completion, then the non-defaulting Party, subject to the limits of applicable federal or State of Illinois law, may take any one or more of the following actions:
  - a. Seek specific performance of any provision of this Agreement or seek other equitable relief, and institute a lawsuit against the defaulting Party for those purposes.
  - b. Institute a lawsuit against the defaulting Party for breach of this Agreement and seek remedies and damages as the court may award.
  - c. Terminate this Agreement as provided in Section B below.

**B. Circumstance Leading to Termination.** This Agreement may be terminated early in the following circumstances:

1. **Non-Compliance.** By the non-defaulting Party if the defaulting Party fails to comply with any material term or condition of this Agreement, provided the failure continues beyond the Cure Period and written Notice of such failure is provided to the defaulting Party.

Material terms and conditions include but are not limited to:

- a. A breach of the confidentiality provisions in Article 10 of this Agreement;
  - b. Supplier's disqualification as an ARES due to a lapse or revocation of any license or certification required to perform the obligations set forth herein; or
  - c. Any act or omission that constitutes a willful or wanton deception by affirmative statement or practice, or by omission, fraud, misrepresentation, or a bad faith practice.
2. **Regulatory Event.** The following shall constitute a "Regulatory Event":
    - a. **Illegality.** It becomes unlawful for a Party to perform any obligation under this Agreement due to the

adoption of, change in, or change in the interpretation of any applicable law by any judicial or government authority with competent jurisdiction.

- b. **Adverse Government Action.** A regulatory, legislative or judicial body (A) requires a material change to the terms of this Agreement that materially or adversely affects a Party or (B) takes action that adversely and materially impacts a Party's ability to perform, or requires a delay in the performance of this Agreement that either Party determined to be unreasonable or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed, and the charge is not deemed a Force Majeure Event.
- c. **Occurrence of Regulatory Event.** Upon the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that such event has occurred. Within thirty (30) days, or such other period as the Parties may agree in writing, the Parties shall enter into good faith negotiations to amend or replace this Agreement so that the adversely affected Party is restored as nearly as possible to the economic position it would have been in but for the occurrence of the Regulatory Event. If the Parties are unable to agree upon an amendment to this Agreement, within the prescribed time after entering negotiations, the adversely affected Party shall have the right, upon ten (10) days prior written notice, to terminate this Agreement. Upon termination of this Agreement as a result of a Regulatory Event, the obligations of Supplier and each Aggregation Member set forth in the Terms and Conditions shall survive termination.

3. **Failure to Schedule and Deliver.** The failure of Supplier to schedule electricity supply to Ameren for the Aggregation Members, except as permitted under Force Majeure Events.

**C. Termination Procedure.** Aggregator will give written notice to Supplier of Aggregator's intent to terminate this Agreement pursuant to the provisions of this Agreement ("**Termination Notice**"). The Termination Notice will set forth with specificity the nature of the noncompliance. Supplier will have 30 calendar days after receipt of the notice to object in writing to termination, to state its reasons for such objection, and to propose a remedy for the circumstances. If Aggregator has not received a response from Supplier, or if Aggregator does not agree with Supplier's response or any remedy proposed by Supplier, then Aggregator will conduct a hearing on the proposed termination. Aggregator will serve notice of that hearing on Supplier at least 10 business days prior to the hearing, specifying the time and place of the hearing and stating Aggregator's intent to terminate this Agreement.

1. **Hearing.** At the hearing, Supplier will have the opportunity to state its position on the matter, present evidence, and question witnesses. Thereafter, Aggregator will determine whether or not this Agreement will be terminated. The hearing must be public and held on record.
2. **Reimbursement.** The decision of Aggregator must be in writing and delivered to Supplier by certified mail. If the rights and privileges granted to Supplier under this Agreement are terminated, then Supplier, within 14 calendar days after Aggregator's demand, must reimburse Aggregator for all costs and expenses incurred by Aggregator, including, without limitation, reasonable attorneys' fees, in connection with that termination of rights or with any other enforcement action undertaken by Aggregator.

**D. Force Majeure Events.** Supplier shall not be held in default under, or in noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Program), where such noncompliance or alleged defaults occurred or were caused by a "**Force Majeure Event**," defined as a strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, governmental, administrative or judicial order or regulation or other event that is reasonably beyond Supplier's ability to anticipate or control.

#### ARTICLE 7: INDEMNIFICATION, INSURANCE, DISCLAIMER, AND LIMITATION OF LIABILITY

**A. Indemnification.** Supplier shall indemnify and hold harmless the Aggregator, its officers, employees, agents, and attorneys, from and against any third party injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising from Supplier's provision of the Services, except to the extent caused by the sole negligence of the Aggregator. Nothing herein shall be construed to limit Supplier's duty to indemnify the Aggregator by reference to the limits of insurance coverage described in this Agreement.

**B. Insurance.** Supplier shall provide certificates of its current insurance upon request.

**C. Limitation of Liability.** EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER THIS CONTRACT FOR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IRRESPECTIVE OF WHETHER SUCH CLAIMS ARE BASED UPON BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE OF ANY DEGREE), STRICT LIABILITY, CONTRACT, OPERATION OF LAW OR OTHERWISE.

**D. Disclaimer.** SUPPLIER DOES NOT WARRANT OR GUARANTEE THE UNINTERRUPTED DELIVERY OF RETAIL POWER TO AGGREGATION PROGRAM MEMBERS DURING FORCE MAJEURE EVENTS. SUPPLIER WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR THE OPERATIONS OF THE UTILITY, INCLUDING BUT NOT LIMITED TO, THE INTERRUPTION, TERMINATION, FAILURE TO DELIVER, OR DETERIORATION OF UTILITY'S TRANSMISSION OR DISTRIBUTION SERVICE. EXCEPT AS MAY BE SPECIFICALLY PROVIDED HEREIN, NO WARRANTIES OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO THIS AGREEMENT.

#### ARTICLE 8: MISCELLANEOUS

**A. Entire Agreement.** This Agreement, including all Exhibits, constitutes the entire Agreement and understanding between the Parties with respect to the Services, which are included herein. All prior written and verbal agreements and representations with respect to these Services are merged into and superseded by this Agreement.

**B. Amendment.** All amendments or modifications to this Agreement shall be made in writing and signed by both Parties before they become effective.

**C. Ownership of Data and Documents.** All data and information, regardless of its format, developed or obtained under this Agreement ("**Data**"), other than Supplier's confidential information, will be and remain the sole properties of Aggregator. Supplier must promptly deliver all Data in Supplier's possession or control to Aggregator at Aggregator's request. Supplier is responsible for the care and protection of the Data in Supplier's possession or control until that delivery. Supplier may retain one copy of the Data for Supplier's records subject to Supplier's continued compliance with the provisions of this Agreement. Upon expiration of the Agreement, Supplier shall provide Aggregator with an electronic copy of data specified in Section 5.A.1.c at no cost to Aggregator.

**D. Assignment.** This Agreement shall not be transferred or assigned by either Party without prior written consent of the other Party, which shall not be unreasonably withheld, provided, however, that Supplier may 1) assign this Agreement to an Affiliate without the express authorization of Aggregator, or 2) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Supplier, within any independent transmission system (e.g, MISO or PJM).

**E. Notices.** Any notices, requests or demands regarding the Services provided under this Agreement and the Attachments shall be deemed to be properly given or made (i) if by hand delivery, on the day and at the time on which delivered to the intended recipient at its address set forth in this Agreement; (ii) if sent by U.S. Postal Service mail certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient, from the date of postmark; or (iii) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express service, addressed to the intended recipient at its address set forth in this Agreement. The address of a Party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party of such change.

**F. Waivers.** The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, that Aggregator may have under federal or state law unless such waiver is expressly stated herein.

**G. Applicable Law and Choice of Venue.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois, without regard to principles of conflict of laws. Except as to any matter within the jurisdiction of the ICC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in a Circuit Court of the State of Illinois, or if brought pursuant to the jurisdiction of the federal courts, the United States District Court of the Central District of Illinois.

**H. Exhibits.** Exhibits attached to this Agreement are, by this reference, incorporated into and made part of this Agreement.

**I. Controlling Provisions.** In the event of any inconsistency between the text of this Agreement and the terms of the Exhibits hereto, the text of the Exhibits shall control.

**J. Severability.** Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

**K. No Third-Party Beneficiaries.** Nothing in this Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public for any purpose.

**L. Validity of Agreement.** The Parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Agreement, in their entirety, and each Party expressly warrants that it has the power and authority to enter into the provisions, terms, and conditions of this Agreement.



**M. Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, Aggregator and Supplier and their respective successors, grantees, lessees, and assigns throughout the Term of this Agreement.

**N. Counterparts.** The Parties agree that this Agreement may be executed in separate counterparts and delivered by facsimile, or as an attachment to an electronic message (such as a pdf, tif or other mutually acceptable type of file attachment), each of which when so executed and delivered shall constitute but one and the same original document.

**O. Subcontractors.** Supplier agrees to employ only those subcontractors that it determines are reasonably necessary. Subcontractors shall be held to the confidentiality standards applicable to Supplier pursuant to Article 10, and shall be required to otherwise comply with the requirements of this Agreement. The use of subcontractors shall not relieve Supplier from the duties, terms and conditions in this Agreement. For purposes of this Agreement, regional transmission organizations, independent system operators, local utilities, and renewable energy certificate counterparties are not considered subcontractors.

**P. Forward Contract.** The Parties agree this Agreement is construed and understood to be a "forward contract" as defined by the U.S. Bankruptcy Code.

## ARTICLE 9: REPRESENTATIONS AND WARRANTIES

**A. Mutual Representations and Warranties.** Each Party represents and warrants to the other Party, as of the date of this Agreement, that:

1. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation, and if relevant under such laws, in good standing;
2. It has the corporate, governmental and/or other legal capacity, authority and power to execute, deliver and enter into this Agreement and any other related documents, and perform its obligations under this Agreement, and has taken all necessary actions and made all necessary determinations and findings to authorize such execution, delivery and performance;
3. The individual signing this Agreement on behalf of such Party is authorized to execute this Agreement in the name of such Party.
4. The execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
5. It has reviewed and understands this Agreement and has independently assessed the merits of this Agreement;
6. It shall comply with all federal, state, and local laws, regulations, licensing, and disclosure requirements; and
7. It shall maintain the confidentiality of Aggregation Members' account information, as required by 815 ILCS 505/2HH;

**B. Additional Representation by Supplier.** Supplier hereby further represents to Aggregator that, as of the date of this Agreement, Supplier shall maintain all of the qualifications, certifications, approvals, and other authorizations required by law to provide the Services pursuant to this Agreement.

## ARTICLE 10: CONFIDENTIALITY

Supplier shall preserve the confidentiality of the account information it receives as a result of the performance of its obligations set forth herein.

**A.** Supplier and Aggregator shall not disclose, use, sell or provide customer account information to any person, firm or entity for a purpose outside of the operation of the Program. This provision shall survive the termination of this Agreement.

**B.** Notwithstanding the foregoing, Supplier and Aggregator may disclose confidential account information as required by law, and any such disclosure shall not be a violation of this Agreement. However, such disclosure shall not terminate the obligations of confidentiality with respect to that or any other information.

**C.** Each Party shall give the other Party prompt notice of any discovery request or order, subpoena, or other legal process requiring disclosure of any confidential account information or the confidential information of the other Party.

**D.** To the extent legally permissible and practicable, Supplier shall provide Aggregator and Aggregator shall provide Supplier with sufficient advance notice as to give the other Party an opportunity, at the other Party's discretion and sole cost, to seek to quash the subpoena, obtain a protective order or similar relief.

**E.** In response to an order, subpoena, or other legal process, Supplier and Aggregator shall furnish only that portion of the confidential account information that is required or necessary in the opinion of Supplier's legal counsel. In addition, Supplier and Aggregator shall use reasonable efforts to obtain reasonable assurances that any account information so disclosed will be treated as confidential.

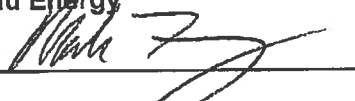


F. Notwithstanding the foregoing, nothing herein shall prevent the use by Supplier or Aggregator of such customer account information for the purpose of communicating with its customers or former customers. In addition, nothing herein shall prevent Supplier or Aggregator from using information in the public domain now or in the future.

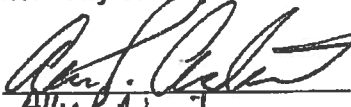

G. Supplier acknowledges Aggregator's obligation to provide certain information subject to Freedom of Information Act requests, provided that such requests are within the bounds of the applicable law(s). Supplier expressly reserves the right to protect the confidentiality of all proprietary, confidential, or commercially sensitive information that is not subject to Freedom of Information Act requests or which is exempt therefrom.

IN WITNESS WHEREOF, the Parties have duly executed this agreement to be effective on the date first written above.

Illinois Power Marketing Company  
d/b/a Homefield Energy

Signed:   
Name: Mark Fanning  
Title: Managing Director  
Date: February 24, 2016

Aggregator: City of Troy

Signed:    
Name: Allen F. Adonito JEFF SAAND  
Title: MAYOR CITY ADMINISTRATOR  
Date: 2/24/16 2/24/16



**EXHIBIT A: PRICING CONFIRMATION**  
**(Traditional Power Option)**

<p align="center">This Exhibit A applies to the fully executed Aggregation Program Agreement dated <b>2/24/2016</b> between <b>Illinois Power Marketing Company d/b/a Homefield Energy</b> and the <b>City of Troy</b> and forms a part thereof.</p>		
<p><b>Customer Initial ONE box below to Elect Term and Price</b></p>		
	<b>Retail Power Price</b>	<b>Delivery Term: 24 months</b>
	\$_____/kwh	June, 2016 meter read date through June, 2018 meter read date
APA	<b>Retail Power Price</b>	<b>Delivery Term: 36 months</b>
	<u>\$,0505</u> /kwh	June, 2016 meter read date through June, 2019 meter read date
	<b>Retail Power Price</b>	<b>Delivery Term: 42 months</b>
	\$_____/kwh	June, 2016 meter read date through December, 2019 meter read date

The Retail Power Price indicated above for the traditional power option will be applicable for all Aggregation Members.

The Parties recognize all prices include Good Energy's fee of \$.00075/kilowatt-hour, which shall be paid to Good Energy by Supplier in monthly installments for the corresponding electricity consumption of participating accounts in Aggregator's program.



**EXHIBIT A: PRICING CONFIRMATION**

**(Traditional Power Option with Civic Contribution Fee\*)**

<p align="center">This Exhibit A applies to the fully executed Aggregation Program Agreement dated <b>2/24/2016</b> between <b>Illinois Power Marketing Company d/b/a Homefield Energy</b> and the <b>City of Troy</b> and forms a part thereof.</p>		
<p><b>Customer Initial ONE box below to Elect Term and Price</b></p>		
	<b>Retail Power Price</b>	<b>Delivery Term: 24 months</b>
	\$_____/kwh	June, 2016 meter read date through June, 2018 meter read date
	<b>Retail Power Price</b>	<b>Delivery Term: 36 months</b>
	\$_____/kwh	June, 2016 meter read date through June, 2019 meter read date
	<b>Retail Power Price</b>	<b>Delivery Term: 42 months</b>
	\$_____/kwh	June, 2016 meter read date through December, 2019 meter read date

\*The Retail Power Price includes a civic contribution rate of \$\_\_\_\_\_ per KWh. Supplier shall pay Aggregator in monthly installments at said rate for all usage consumed and paid-for-by all Aggregation Members.

The Parties recognize all prices include Good Energy's fee of \$.00075/kilowatt-hour, which shall be paid to Good Energy by Supplier in monthly installments for the corresponding electricity consumption of participating accounts in Aggregator's program.



**EXHIBIT A: PRICING CONFIRMATION**

( \_\_\_\_\_ % Renewable Power Option)

This Exhibit A applies to the fully executed Aggregation Program Agreement dated **2/24/2016** between **Illinois Power Marketing Company d/b/a Homefield Energy** and the **City of Troy** and forms a part thereof.

**Customer Initial ONE box below to Elect Term and Price**

	<b>Retail Power Price</b>	<b>Delivery Term: 24 months</b>
	\$ _____/kwh*	June, 2016 meter read date through June, 2018 meter read date
	<b>Retail Power Price</b>	<b>Delivery Term: 36 months</b>
	\$ _____/kwh*	June, 2016 meter read date through June, 2019 meter read date
	<b>Retail Power Price</b>	<b>Delivery Term: 42 months</b>
	\$ _____/kwh*	June, 2016 meter read date through December, 2019 meter read date

\*In addition to the provisions in Section 5.D, the Retail Power Price shall be associated with the generation of electricity from a renewable energy resource, through purchases of RECs on Aggregation Members' behalf, such that the percentage shall equal \_\_\_\_\_%. The Retail Power Price indicated above reflects energy that is procured from \_\_\_\_\_% renewable resources and will be made available to Aggregation Members upon request.

The Parties recognize all prices include Good Energy's fee of \$.00075/kilowatt-hour, which shall be paid to Good Energy by Supplier in monthly installments for the corresponding electricity consumption of participating accounts in Aggregator's program.



**EXHIBIT A: PRICING CONFIRMATION**

( \_\_\_\_\_% Renewable Power Option with Civic Contribution Fee\*\*)

This Exhibit A applies to the fully executed Aggregation Program Agreement dated **2/24/2016** between **Illinois Power Marketing Company d/b/a Homefield Energy** and the **City of Troy** and forms a part thereof.

**Customer Initial ONE box below to Elect Term and Price**

	<b>Retail Power Price</b>	<b>Delivery Term: 24 months</b>
	\$ _____/kwh*	June, 2016 meter read date through June, 2018 meter read date
	<b>Retail Power Price</b>	<b>Delivery Term: 36 months</b>
	\$ _____/kwh*	June, 2016 meter read date through June, 2019 meter read date
	<b>Retail Power Price</b>	<b>Delivery Term: 42 months</b>
	\$ _____/kwh*	June, 2016 meter read date through December, 2019 meter read date

\*In addition to the provisions in Section 5.D, the Retail Power Price shall be associated with the generation of electricity from a renewable energy resource, through purchases of RECs on Aggregation Members' behalf, such that the percentage shall equal \_\_\_\_%. The Retail Power Price indicated above reflects energy that is procured from \_\_\_\_% renewable resources and will be made available to Aggregation Members upon request.

\*\*The Retail Power Price includes a civic contribution rate of \$ \_\_\_\_\_ per KWh. Supplier shall pay Aggregator in monthly installments at said rate for all usage consumed and paid for by all Aggregation Members.

The Parties recognize all prices include Good Energy's fee of \$.00075/kilowatt-hour, which shall be paid to Good Energy by Supplier in monthly installments for the corresponding electricity consumption of participating accounts in Aggregator's program.