

# Plan of Operation and Governance

---

## Village of Mahomet Electricity Aggregation Program

11/27/2012



The Plan of Operation and Governance is a practical rather than technical plan to provide universal access and equitable treatment to all applicable residential customers, provide demand management and energy efficiency services to each class of customers, and meet any other legal requirements concerning aggregated electric service as required by state law.

## Table of Contents

---

History and Purpose of Electricity Aggregation Program.....	1
Definitions .....	3
The Role of the Village.....	4
Billing .....	5
Renewable Energy and Energy Efficiency.....	5
Determination of Eligible Customer Pool.....	5
Power Supply Agreement.....	6
Implementation Procedures.....	8
Additional Service Terms and Conditions.....	12
Information and Complaint Numbers .....	13
Amendment.....	13
Appendix A: Sample Opt-Out Notice.....	14

## History and Purpose of Electricity Aggregation Program

---

The Village of Mahomet (Village) has developed this Plan of Operation and Governance (Plan) in compliance with Section 92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92 (Act). The Act authorizes the Village to create an Electricity Aggregation Program (Aggregation Program) and to negotiate with an Alternative Retail Electric Supplier (Supplier) for the purchase of electricity and related services for its small commercial and retail customers (Eligible Members). According to the Act, the Village will serve as governmental aggregator authorized to collect all residential and small business electricity load within the Village and seek bids from a Supplier.

This Plan has been prepared by Village officials in cooperation with the selected consultant Good Energy, L.P., (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 Aggregation Program. The purpose in developing this Plan is to describe the uniform approach to the Aggregation Program undertaken by Village officials and Pursuant to 20 ILCS 3855/1-92. The 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 statute 20 ILCS 3855/1-92.

The Aggregation Program is designed to reduce the amount residents and small businesses in the corporate boundaries of the Village pay for electricity, and to gain favorable economic and non-economic terms in power supply contracts with a Supplier. Village officials 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, in this case 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 Aggregation Program will band together numerous electric accounts, providing the benefits of competitive energy markets that work to benefit the smaller consumer.

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

On July 24, 2012, in accordance with the requirements of the Act, the Village of Mahomet Board of Trustees approved a resolution allowing a referendum question to be placed on the November 6, 2012, election ballot to operate an "Opt-Out" Aggregation Program. Under the Opt-Out Aggregation Program, all Ameren residential and small commercial retail customers located within the corporate boundaries of the Village of Mahomet are automatically included as participants in the Aggregation Program unless they "Opt-Out" by providing written notice of their intention not to participate. On November 6, 2012, a majority of citizens voted YES to the referendum question, allowing the Village to form an Opt-Out Electricity Aggregation Program.

Before adopting this Plan and as required by the Act, the Village duly published a notice in the local newspaper of general circulation, informing the public of two public hearings to raise questions or concerns about this Plan. The public hearings were held by the Village at Village Hall at 503 E. Main Street in Mahomet, Illinois, on November 20, 2012 and November 27, 2012.

The Opt-Out notice for the Aggregation Program shall be provided in advance to all eligible electric customers within the corporate boundaries of the Village upon approval of this Plan according to the Opt-out Disclosure Program (Opt-out Program) developed by the Village officials. The Opt-out notice (Notice) and disclosures shall comply with the Act and all rules and regulations of the State of Illinois, and shall fully inform Eligible Members in advance that they have the right to opt out of the Aggregation Program. The 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 Aggregation Program.

The Village has retained the Consultant to assist with administering the Aggregation Program, the Opt-Out Program, managing the competitive bidding process, and writing the Request for Proposal (RFP) to help Village officials select the most suitable Supplier and commodity product for Eligible Members wanting to participate in the Aggregation Program.

## Definitions

---

**“Act”** shall refer to the Illinois Power Agency Act, 20 ILCS 3855/1-1 *et seq.*

**“Aggregation Program”** shall refer to the Electricity Aggregation Program of the Village of Mahomet, Illinois

**“Alternative Retail Electric Supplier (ARES)”** shall mean an entity certified by the ICC to offer electric power or energy for sale to one or more retail customers, or that engages in the delivery or furnishing of electric power or energy to such retail customers, and shall include, without limitation, resellers, aggregators and power marketers, but shall not include the Electric Utility or the Aggregation members. For purposes of this Plan the definition of Alternative Retail Electric Supplier is more completely set forth in 220 ILCS 5/16-102

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

**“Ameren Default Rate”** shall mean the Ameren electricity supply rate set by the ICC, which is available to a class of eligible retail customers

**“Consultant”** shall refer to Good Energy, L.P., the independent consultant with demonstrated expertise in electric supply contracting that has been retained by the Village to assist with the implementation of the Village’s Program

**“Eligible Members”** shall refer to the small commercial and retail customers within the corporate boundaries of the Village of Mahomet

**“Full Requirements Electricity Supply Service”** shall mean that an Electricity Supplier be the sole source of electricity supply supporting 100% of its Customers’ purchased supply needs

**“Notice”** shall mean the information sent to all Eligible Members pursuant to the Opt-out Program

**“Opt-in”** shall mean the process by which an eligible residential or small commercial retail customer shall be afforded the opportunity to affirmatively choose to participate in the Aggregation Program during the initial nineteen (19) day period or after the initial switching process has occurred

**“Opt-out”** shall mean the process by which an Eligible Member who would be included in the Aggregation Program chooses not to participate in the Aggregation Program

**“Opt-out Notice”** shall refer to the mailing sent to Eligible Members notifying them of their ability to opt out of the Aggregation Program

**“Opt-out Period”** shall refer to the initial nineteen (19) day and subsequent fourteen (14) day period that eligible members may opt out of the Aggregation Program

**“Opt-out Program”** shall refer to the procedures of allowing eligible members to opt out of the Aggregation Program

**“Participating Members”** shall refer to the small commercial and retail customers within the corporate boundaries of the Village of Mahomet that have not opted out

**“Plan”** shall refer to the Plan of Operation and Governance for the Electric Aggregation Program of Mahomet, Illinois

**“Power Supply Agreement”** shall mean the agreement between the Village and the selected Alternative Retail Electric Supplier for full-requirements electricity supply service

**“RECs”** shall mean duly certified and verified Renewable Energy Credits as described in 20 ILCS 3855/1-10

**“RFP”** shall mean this written invitation to responsible ARES bidders to submit qualifications and pricing methods for electricity supply, services, and equipment to the Aggregation Program

**“Supplier”** shall mean the Alternative Retail Electric Supplier with which Mahomet, Illinois enters into a Power Supply Agreement

**“Village”** shall mean the Village of Mahomet, Illinois

## The Role of the Village

---

- A. Legal Compliance** – The Village shall adopt: (1) an ordinance authorizing an Opt-out Aggregation Program; and (2) this Plan of Operation and Governance. The Village shall be responsible for issuing all required public notices and conducting all required public hearings concerning this Plan, and any amendments thereto, in accordance with Section 1-92 of the Act.
- B. Identification of Customers** – The Village shall submit a request to Ameren for the identification of Eligible Members’ account information and generic load profiles.
- C. Confidentiality** - The Village will maintain the customer information it receives from Ameren in a confidential manner as required by the Act and will use that information only for purposes of its Aggregation Program. The Village may assign access to the customer information to the Consultant for the purposes of soliciting supply and service bids on behalf of the Village. The Consultant is bound by confidentiality requirements in this regard, and shall only access and utilize consumer data at the direction of the Village. Customer account information will be considered confidential and will not be disclosed under the Freedom of Information Act, except as required by law.
- D. List Review** - The Village, in cooperation with the Consultant, will review the customer list to remove ineligible customers, provided however, that the Village shall have no responsibility to Eligible Members or the Supplier for the accuracy of the customer account information provided. The Village shall be responsible for providing the Consultant and Supplier with resources and publicly available material to screen out customers who are not located within the corporate boundaries of the Village.
- E. RFP Development** - The Village, in cooperation with the Consultant, shall develop an RFP in accordance with the terms set forth in this document. The Village will inform the potential proposers in the RFP document of the Village’s corporate area generic load profile information as provided by Ameren.
- F. Action on RFPs** - The Village shall receive and evaluate proposals and contract with any Supplier who the Village Board finds to be in the best interest of the Eligible Members. The Village is under no obligation to enter into any service agreement with any Supplier and may, in its discretion, choose to reject all proposals or to conduct a new proposal request to provide the electric service under the same or amended terms of this Plan.
- G. Notification Materials** - The Village shall assist the Supplier in drafting customer notification materials pursuant to the Opt-Out Program. The Village shall specify the form and content of such materials, and all communications disseminated by the Supplier to Eligible Members must be approved by the Village.
- H. No Responsibility for Electric Supply** - The Village, as the facilitator of the RFP process, is not responsible for providing electricity to the Members of the Aggregation Program, or for billing or collecting for electricity provided under any Supplier power supply agreement, and has no responsibility beyond the duties described herein. Ameren will continue to provide a single bill to Aggregation Members for all electrical charges.
- I. Expenditure by Village Recoverable** - The Village shall implement and offer the Aggregation Program as a service to its residents and small commercial retail customers. The Program shall be revenue-neutral. The Village shall be reimbursed for expenditures related to the Aggregation Program by the Supplier in the form of payment specified in the RFP and Power Supply Agreement. All Aggregation Program expenditures shall be disclosed to Aggregation Members.

## Billing

---

Aggregation Members shall continue to receive one electric bill and make payments to Ameren. The Supplier shall be responsible for complying with the following bill format and collection procedures:

- A. Billing Method** - The Supplier will utilize the Utility Consolidated Billing/Purchase of Receivables (UCB/POR) billing method. Under this method, Ameren shall prepare the bill for both Ameren's electric delivery charges and the Supplier's electric supply charges and mail one bill to the customer. Ameren shall purchase the electric supply charges from the Supplier on the bill due date and treat those receivables as its own for credit purposes. Ameren shall retain the ability to disconnect for customer non-payment of Supplier electric supply charges.
- B. Collection** - Collection and credit procedures shall remain the responsibility of Ameren, the selected Supplier, and the individual Aggregation Member. Members are required to remit and comply with the payment terms of Ameren. The Village will not be responsible for late payment or non-payment of any Aggregation Member account. Slow or no payment on the part of some Aggregation Members will not adversely impact the rates charged to other Aggregation Members.

## Renewable Energy and Energy Efficiency

---

- A. Power Mix** - The Village shall require that bidders quote rates for the following energy mixes:
  - 1) **Lowest Price Mix** - The lowest priced electricity supply available from the Supplier using renewable energy consistent with the Renewable Portfolio Standard required by law.
- B. Rate Selection** - The Village shall be responsible for choosing the energy mix and corresponding rate.

## Determination of Eligible Customer Pool

---

- A. Eligible Opt-Out Customers** - The Village is using an Opt-out form of aggregation pursuant to 20 ILCS 3855/1-92. The Village shall only enter a Power Supply Agreement with a Supplier offering an electric rate lower than the Ameren Default Rate. Eligible Members on the Default Rate shall be automatically included in the Aggregation Program unless they positively indicate their desire to opt out of the Aggregation Program during the Opt-out Period.
- B. Eligible Opt-In Customers** - Eligible Members not on the Ameren Default Rate cannot be guaranteed savings through the Aggregation Program and shall not be automatically enrolled in the Aggregation Program. However, such customers may elect to become Aggregation Members by contacting the Village or the selected Supplier. Such customers shall include:
  - 1) Ameren customers on Power Smart Pricing, Hourly Supply Service, or Real Time Pricing
  - 2) Customers under contract with a Retail Electric Supplier, and
  - 3) Ameren electric heat customers.
- C. Ineligible Customers** - Residents and small businesses will be ineligible to become Aggregation Members if:

- 1) The customer is not located within the corporate boundaries of the Village
- 2) The customer has free Ameren service
- 3) The customer is on an Ameren bundled hold

Ineligible customers will not be notified during the Opt-out Period and shall not be required to opt out.

- D. Mistake** - Any customer who believes an eligibility mistake has occurred during or after the Opt-Out Period shall have the responsibility to report the suspected error to the Village or the Supplier. The Village shall make every effort to correct errors during the enrollment process, and the Supplier shall accommodate such corrections. In the event a customer not located within the Village becomes enrolled in the Aggregation Program, the associated account shall be terminated from the Aggregation Program if the error is subsequently discovered. The Village shall not be responsible for loss of savings to a Member due to mistaken exclusion from the Aggregation Program.
- E. Universal Access** - The Village, Consultant, and Supplier shall determine initial eligibility for the Aggregation Program based on customer information provided by Ameren. The Aggregation Program shall provide universal access to all applicable residential customers. All eligible residential customers may opt in to the Aggregation Program at any time by contacting the selected Supplier. Utility rules approved by the Illinois Commerce Commission (ICC) or other regulatory agencies may determine eligibility to enroll in the Aggregation Program.

## **Power Supply Agreement**

---

The Village, at its option, will execute a Power Supply Agreement with the selected Supplier, in accordance with the following:

- A. Term** - The Village's first Power Supply Agreement shall be for a minimum of a one-year period. If the Power Supply Agreement is longer than one year, the Supplier must agree to comply with the rate provisions in subsection B. If the first Power Supply Agreement is extended or renewed, the Consultant will notify the Village of changes in the rules of the ICC and Illinois Power Authority (IPA) that require changes in rates or service conditions. The Village will have the discretion to set the length of any subsequent contract term. In the event the Village extends or renews the Power Supply Agreement, the Supplier shall conduct a new Opt-out Process wherein Participating Members must be notified of any modifications to the rate, fees or other charges associated with the Aggregation Program.
- B. Rate** - The Power Supply Agreement shall specify the approved rates and the power mix for the Aggregation Program and any other charges or fees. The Village shall only approve a Power Supply Agreement if the Supplier's rate is less than the Ameren Default Rate. If the Ameren Default Rate is subsequently set below the rate established in the Power Supply Agreement, the Supplier at its option may establish a rate equal to or lower than Ameren or terminate the Power Supply Agreement and return affected customers to Ameren.

- C. **Supply of Power** – The Supplier shall supply electricity for the Aggregation Program that includes: (1) the minimum renewable energy resources required by the State of Illinois Renewable Portfolio Standard; and (2) electricity that exceeds the current renewable energy resource requirements of the Illinois Renewable Portfolio Standard by securing RECs sourced through PJM-registered hydroelectric, wind, solar, photovoltaic, or captured methane-landfill gas.
- D. **Compliance with RFP Requirements** – The Power Supply Agreement shall require the Supplier to maintain all qualifications required by law or ICC regulation, and to provide all services required pursuant to the Power Supply Agreement.
- E. **Compliance with the Plan** – The Power Supply Agreement shall require the Supplier to provide all services in compliance with this Plan, as may be amended. Specifically, and without limitation of the foregoing, the Supplier shall provide the Village with such reports and information as required in this Plan.
- F. **Non-Competition** – The Supplier must agree not to solicit or contract directly with Eligible Members for service or rates outside the Aggregation Program, and agrees not to use the Eligible Member information for any other marketing purposes.
- G. **Hold Harmless** – The Supplier must agree to hold the Village financially harmless from any and all financial obligations arising out of its role as facilitator of the Aggregation Program.
- H. **Insurance** – The selected Supplier shall obtain and maintain, for the duration of the Power Supply Agreement, such proof of insurance and performance security as the Village deems necessary.
- I. **Subcontractors** – The Supplier must employ only those subcontractors that are necessary and approved in advance by the Village. Subcontractors will be held to the same strict confidentiality standards applicable to the Supplier and will be required to otherwise comply with the requirements of the Power Supply Agreement. The use of subcontractors whether approved or unapproved will not relieve the Supplier of the duties, terms, and conditions of the Power Supply Agreement.
- J. **Additional Services** – The Power Supply Agreement may provide that the Supplier will assist the Village in developing a Member Education Program as described in the Plan. The Plan may provide that the Supplier will assist the Village in developing Energy Efficiency and/or Demand Response Programs. The Power Supply Agreement will not preclude the Village from developing its own Member Education, Energy Efficiency, and Demand Response Programs.
- K. **Fees and Charges** –
  - 1) **Additional Fees Prohibited** - Neither the Village nor the Supplier will impose any terms, conditions, fees, or charges on any Participating Member served by the Aggregation Program unless the particular term, condition, fee, or charge is: (a) identified in this Plan; and (b) clearly disclosed to the Eligible Member at the time the Eligible Member enrolls in, or chooses not to opt out of, the Aggregation Program.
  - 2) **Billing** - Ameren will continue to bill for Late Payments, Delivery Charges, Monthly Service Fees, and any other charges. These charges apply whether or not an Eligible Member switches to the Supplier.
  - 3) **Prohibited Charges** - The Supplier shall not charge termination, enrollment, or switching fees.
- L. **Costs** – All costs of the Aggregation Program development and administration will be paid by the Supplier through a lump sum payment as specified in the RFP and Power Supply Agreement.
- M. **Termination of Service** -
  - 1) **End of Term** - The Power Supply Agreement with the Supplier will terminate upon its expiration.

- 2) Early Termination** - The Village will have the right to terminate the Power Supply Agreement prior to the expiration of the term in the event the Supplier commits any act of default. Acts of default include but are not limited to the following:
- a. Breach of confidentiality regarding Eligible Member information;
  - b. The disqualification of the Supplier to perform the services due to the lapse or revocation of any required license or certification identified as a qualification in the Supply Power Bid;
  - c. Ameren's termination of its relationship with the Supplier;
  - d. Any act or omission which constitutes deception by affirmative statement or practice, or by omission, fraud, misrepresentation, or a bad faith practice;
  - e. Billing in excess of the approved rates and charges;
  - f. Billing or attempting to collect any charge other than the approved kWh rates and contractually approved charges;
  - g. Failure to perform at a minimum level of customer service required by the Village; or
  - h. Failure to pay costs of the Aggregation Program.

Upon termination for any reason, the Village will notify Ameren to return the Participating Members to the Ameren Default Tariff Service. Upon termination, each individual Participating Member will receive written notification from the Village of the termination of the Aggregation Program.

## **Implementation Procedures**

---

- A. Customer Identification** - Pursuant to ICC regulations, Ameren shall provide the Village, when requested, with retail customer identification information.
- B. Removal of Ineligible Customers** - The Village, with the assistance of the Consultant, under confidential agreement with the Supplier, will work with the Supplier to remove any customers determined to be ineligible for automatic enrollment due to one or more of the following:
  - 1) The customer is an hourly rate Ameren customer on Power Smart Pricing, Hourly Supply Service, or Real Time Pricing; or
  - 2) The customer has a pre-existing agreement with another Supplier.
  - 3) The customer is not located within the corporate boundaries of the Village;
  - 4) The customer has free Ameren service;
  - 5) The customer is on Ameren's electric heat rate;
  - 6) The customer is on an Ameren bundled hold.

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

- C. Opt-Out Notices** - After the retail customer identification information is reviewed, the Supplier will mail the Opt-Out Notices described below to all Eligible Members within the boundaries of the unincorporated area of the Village. The Supplier shall treat all customers equally and shall

not deny service to any customer in the Aggregation Program, or alter rates for different classes of customers other than by offering the rates set forth in the Power Supply Agreement.

**D. Maintenance of Accurate and Secure Customer Records -**

- 1) **Database** - The Supplier will maintain a secure database of Customer Account Information. The database will include the Ameren account number and Supplier account number of each Participating Member, and other pertinent information such as rate code, rider code (if applicable), and usage and demand history. The database will be updated on an ongoing basis. The Village shall have access to the database and shall recover the contents thereof after expiration of a Power Supply Agreement at no cost to the Village.
- 2) **Confidentiality** - The Supplier shall preserve the confidentiality of all Participating Members' account information and of the database, and shall agree to adopt and follow protocols to preserve that confidentiality. The protocols shall be provided to the Village prior to entering into a Power Supply Agreement. The Supplier, as a material condition of any contract, shall not disclose, use, sell or provide customer account information to any person, firm or entity for any purpose outside the operation of this Aggregation Program. This provision will survive the termination of the Power Supply Agreement. The Supplier will keep customer account information for a minimum of two years following the termination of the Power Supply Agreement. The Consultant shall periodically monitor the Supplier to ensure confidentiality compliance.

**E. Opt-Out Period** – Eligible Members will be provided a nineteen (19) day period to opt out of the Aggregation Program upon receiving Notice. Any Eligible Member that opts out of the Aggregation Program pursuant to the procedures stated below shall not be included in the Aggregation Program. Any opt-in eligible electric account may contact the Village or the Supplier during the Opt-Out Period to participate in the Aggregation Program but shall not otherwise be enrolled.

- 1) **Manner of Providing Notices and Information** - The Supplier will be required to pay for printing and mailing of all Aggregation Program and Notices on Village envelope and letterhead. The Supplier will mail Aggregation Program and Notices to Eligible Members within the corporate boundaries of the Village at the address provided with the Retail Customer Identification Information provided by Ameren. The Supplier must manage the Notice process under the supervision of the Village and the Consultant. A single database must be used to track account enrollment and billing data.
- 2) **Content of Notice** - The Village and the Supplier will agree to the format and contents of the Aggregation Program and Notice prior to distribution or mailing. The Notice will inform the electric account owner of the existence of the Aggregation Program, the identity of the Supplier, the rates to be charged, and how to opt out. The Notice will also inform Percentage of Income Payment Plan (PIPP) customers of the consequences of participating in the Aggregation Program. The Notice shall indicate that it is from the Village, and include the Village name and seal on the envelope. The Notice shall be signed by a duly-authorized representative of the Village.
- 3) **Duration of Opt-Out Period** – Eligible Members shall have nineteen (19) calendar days from the postmark date on the Notice to mail the Opt-out card back to the Supplier stating their intention to opt out. The Supplier may offer additional means of opting out or in, such as a toll-free number, website, smart device quick response code, email address or fax number, each of which must be received within the nineteen (19) day period. Upon receipt of an opt-out reply, the Supplier will remove the account from the Aggregation Program. The time to respond shall be calculated based on the postmark date of the Notice to the customer and the postmark date of the customer's response.

- 4) **Expiration of Opt-Out Period** - After the expiration of the nineteen (19) day period, the Participating Member list shall become final. The Power Supply Agreement may provide that additional Opt-out Periods may be conducted by the Supplier to enroll new residents from time to time.
  - 5) **Omitted Members** - In the event that an Eligible Member is inadvertently not sent an Opt-Out Notice, or is inadvertently omitted from the Aggregation Program, the Supplier will work with the Village and the Eligible Member to ensure that the Eligible Member's decision to remain in or opt out of the Aggregation Program is properly recorded and implemented by the Supplier.
  - 6) **Notification to Ameren** - After the Opt-Out Period has expired; the Supplier shall submit the account numbers of Participating Members to Ameren and the rate to be charged to those Participating Members pursuant to the Power Supply Agreement. The Supplier will provide that information to Ameren in the format Ameren requires.
  - 7) **Option to Rescind** - Ameren will then notify Participating Members that they have been switched to the Supplier and provide the Participating Member with the name and contact information of the Supplier. Participating Members will have the option to rescind their participation in the Aggregation Program according to procedures established by Ameren and the Supplier.
- F. Activation of Service** - Upon notification to Ameren, the Supplier will begin to provide electric power supply to Participating Members. The service will begin on the Participating Member's normal meter read date within a month when power deliveries begin under the Aggregation Program.
- G. Enrollments** -
- 1) **Subsequent Program Pricing** - The Village will eventually seek new pricing for the Aggregation Program. If new pricing is established for the Aggregation Program, Participating Members will be sent a new Notice on Village letterhead. The letter will convey the prices, terms and conditions for the Aggregation Program. Participating Members will have a fourteen (14) day period during which they can notify the Village that they do not wish to participate in the Aggregation Program. Off-cycle account additions will also be sent a notice the first time they are eligible for program-wide pricing even if they opted out of their off-cycle eligibility.
  - 2) **New Accounts** - The Supplier must facilitate the addition of new accounts to the Aggregation Program during the term of the Power Supply Agreement. Accounts wishing to opt-in to the Aggregation Program may contact the Supplier to obtain enrollment information. The Supplier will make every effort to provide new customers with the same pricing available to initial enrollees, however such pricing cannot be guaranteed. The Supplier shall clearly state the rate to be charged for new accounts prior to enrollment.
  - 3) **Off-Cycle Account Additions** - On a monthly basis, the Village will request from Ameren a listing of all active accounts located within the corporate boundaries of the Village. The Consultant and the Village will identify the accounts on that list that have been added since the Initial Opt-Out Notifications were issued. The Supplier will initiate an additional Opt-out Process to enroll such new accounts. Those new accounts will be sent an Opt-Out Notice on Village letterhead. The letter will convey the prices, terms and conditions for those accounts through the Aggregation Program. The prices available to the new accounts may differ from the prices secured for the initial program period. New customers will have a fourteen (14) day period during which they can notify the Village that they do not wish to participate in the Aggregation Program. New accounts will be included in any subsequent Program-wide pricing offers.

- 4) **Re-Joining the Aggregation Group** - After opting out, Eligible Members may rejoin the Aggregation Program at a later date in the same manner as new residents moving into the Village. These accounts may contact the Supplier at any time to obtain enrollment information.
- 5) **Percentage of Income Payment Plan (PIPP) participation** - The Supplier must facilitate billing for residents enrolled in the PIPP bill payment assistance program for low-income residential customers. The Supplier must also notify PIPP customers of the consequences of participating in the Aggregation Program.
- 6) **Change of Address** - Members who move from one location to another within the corporate boundaries of the Village prior to the expiration of the contract term shall retain their Participating Member status, provided the Participating Member notifies the Supplier of their desire to do so with 30-days' notice. If the Participating Member fails to notify the Supplier, the Participating Member may be required to contact the Supplier to opt in. The Supplier will establish procedures and protocols to work with Ameren on an ongoing basis to add, delete, or change any member participation or rate information.

#### H. Participating Member Services -

- 1) **Program Management and Documentation** - The Supplier must have standard operating procedures in place that govern Participating Member education, opt-out notification, Participating Member inquiries, and public outreach regarding the Aggregation Program.
- 2) **Participating Member Inquiries** -
  - a. **Procedures for Handling Customer Complaints and Dispute Resolution** - Concerns regarding service reliability should be directed to Ameren, billing questions should be directed to Ameren or the Supplier, and any unresolved disputes should be directed to the ICC.
  - b. **Telephone Inquiries** - The Supplier must maintain a local or toll-free telephone access line which will be available to Members 24 hours a day, seven days a week. Trained company representatives will be available to respond to customer telephone inquiries during normal business hours. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day. Under normal operating conditions, telephone answer times by a customer representative, including wait time, shall not exceed 30 seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed 30 seconds. These standards shall be met no less than 90 percent of the time under normal operating conditions, measured on a quarterly basis.
  - c. **Internet and Email** - The Supplier must establish and maintain a website for Participating Members. The website will provide basic information concerning the Aggregation Program and will facilitate member inquiries by providing a platform for the submission of questions by email or text. Responses to inquiries submitted through the website platform must be generated within 24 hours.
  - d. **Bilingual Services** - The Supplier must provide customer service for Participating Members requiring non-English verbal and written assistance.
  - e. **Hearing Impaired** - The Supplier must provide customer service for hearing impaired Participating Members.
- 3) **Other disclosures** - The Supplier will provide Participating Members with updates and disclosures mandated by ICC and IPA rules.

- I. **Billing and Fees** - The Supplier will not charge early termination, enrollment, or relocating fees. A disenrollment fee of \$25 may be applied as identified below.
  - 1) Collection and credit procedures remain the responsibility of Ameren and the individual Participating Member. Participating Members are required to remit and comply with the payment terms of Ameren. The Village will not be responsible for late payment or non-payment of any Participating Member accounts. Neither the Village nor the Supplier shall have separate credit or deposit policies for Participating Members.
  - 2) **Early Termination** - Members may terminate electric service from the Supplier without penalty for any reason.
  - 3) **Disenrollment Charges** - 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 \$25.
  - 4) **New Enrollment Fee** - The Supplier will not charge an enrollment fee for new accounts.
  - 5) **Relocating within the Corporate Boundaries of the Village** - Members changing residency within the Corporate Boundaries of the Village will not be charged early termination or enrollment fees. If such members notify the Supplier of the relocation within 30 days, the Supplier shall continue service at the same rate and under the same terms and conditions for any Participating Member who relocates within the corporate boundaries of the Village.
- J. **Reliability of Power Supply** - The Aggregation Program will only affect the generation source of power. Ameren will continue to deliver power through their transmission and distribution systems. Responsibility for maintaining system reliability continues to rest with Ameren. If Participating 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." This means that if the Supplier fails for any reason to deliver any or all of the electricity needed to serve the Participating Members' needs, Ameren will immediately provide for the shortfall. Ameren would then bill the Supplier for the power provided on their behalf. The Participating Members would incur no additional cost.

## Additional Service Terms and Conditions

- A. **Member Education** - The Village may direct the Supplier to assist in developing a Member Education Program.
- B. **Reporting** - The Supplier will provide to the Village and to the Consultant the following reports:
  - 1) **Power Mix Reporting** - The Supplier will deliver quarterly reports to the Village and the Consultant which substantiate that: (a) it generated or purchased electricity with the claimed attributes in amounts sufficient to match actual consumption by the Village; (b) the electricity was supplied to the interconnected grid serving the Village. The report will show the source of the power and demonstrate that the power was provided in accordance with Renewable Portfolio Standards and the Federal Clean Air Act regulations and permits.
  - 2) **REC Reporting** - The Supplier will deliver reports that provide competent and reliable evidence to support the fact that it purchased properly certified RECs in a sufficient quantity to offset the non-renewable energy provided in the mix.

- 3) **Aggregation Reports** - The Supplier will provide the Village with quarterly reports showing the number of Participating Members in the Aggregation Program and the total cost for energy provided to the Aggregation Program as compared to the Ameren default tariff service rates. In addition, the Supplier will report its member education efforts.
- C. Limitation of Liability** - The Village shall not be liable to Participating Members for any claims, however styled, arising out of the Aggregation Program or out of any Village act or omission in facilitating the Aggregation Program.

## **Information and Complaint Numbers**

---

This Plan can be reviewed on the Village's website. Copies of this Plan are available from the Village free of charge; please contact Village of Mahomet. For more information, please call the Village at 217.586.4456. Any electric customer, including any participant in the Aggregation Program, may contact the Illinois Commerce Commission for information, or to make a complaint against the Aggregation Program, the Supplier or Ameren. The ICC may be reached toll free at 217.782.5793.

## **Amendment**

---

This Plan may be amended from time to time by the Village Board. Such amendment shall be provided to the Supplier and Consultant prior to its effective date.

# Appendix A: Sample Opt-Out Notice

---

## VILLAGE LETTERHEAD & LOGO

\_\_\_\_\_, \_\_ 2012

Dear Mahomet 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. Village of Mahomet 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 Village of Mahomet ran a competitive bid to select a licensed Alternative Electricity Supplier to provide savings to residents and small businesses with electric service in the corporate boundaries of the Village. 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 Village'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 of no more than \$25 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 Village of Mahomet with aggregation program questions.

Sincerely, Village of Mahomet

---

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 \_\_\_\_\_