

COUNTY OF TAZEWELL, ILLINOIS

COUNTY BOARD PROCEEDINGS

APRIL 12, 2012



DAVID ZIMMERMAN, COUNTY BOARD CHAIRMAN

CHRISTIE A. WEBB, COUNTY CLERK

INDEX

April 12, 2012

Special Called Board Meeting

Consent Agenda: 1-3

Pulling: 1, 2, and 3

1. Approve six month agreement with the Economic Development Council for Central Illinois.....2-7
2. Approve the Plan of Operation And Governance for Municipal Opt- Out Electricity Aggregation.....8-33
3. Approve authorization of the County Board Chairman to approve energy aggregation bid.....34-35

Unfinished Business:.....36

**** Recess to April 25, 2012**37**

PROCEEDINGS OF THE TAZEWELL COUNTY BOARD OF TAZEWELL COUNTY,
ILLINOIS WERE HELD IN THE JUSTICE CENTER COMMUNITY ROOM IN THE
CITY OF PEKIN ON
THURSDAY, APRIL 12, 2012.

BOARD MEMBERS WERE CALLED TO ORDER AT 3:30 P.M. BY VICE CHAIRMAN
JIM CARIUS PRESIDING WITH THE FOLLOWING MEMBERS PRESENT:
ACKERMAN, CARIUS, CRAWFORD, DONAHUE, B. GRIM, D. GRIM, HAHN,
HARRIS, HILLEGONDS, HOBSON, IMIG, MEISINGER, PALMER, PROEHL, SINN,
STANFORD, VANDERHEYDT, VONBOECKMAN,
ABSENT: CHAIRMAN ZIMMERMAN, NEUHAUSER, AND SUNDELL

INVOCATION WAS GIVEN BY CAROL IMIG,
FOLLOWED BY VICE CHAIRMAN CARIUS LEADING THE PLEDGE OF
ALLEGIANCE.

EXECUTIVE COMMITTEE IN PLACE MEETING AT 3:35 P.M. EXECUTIVE
COMMITTEE IN PLACE MEETING AJOURNED AT 3:36 P.M.

Motion by member D. Grimm, Second by member Crawford to approve Resolution 1.

Motion by member Crawford, Second by member Hobson to take EDC off of table. Motion Carried.

Member Crawford gave an overview of changes and enhancements, current does not go retroactive. There was discussion done by board members on work done by EDC from December to April during no contract period. Vicki Clark EDC gave highlights of work provided to Tazewell County during lapse in contract.

Motion by Member Ackerman, No Second to amend to add \$15,000 for the period from December to April. Discussion was made by members of how the months served without a contract should be handled.

Motion by Member Sinn, Second by Member Ackerman to table to full board 04/25/2012. Motion failed by Roll Call Vote.

Aye: Ackerman, Carius, Donahue, Proehl, Sinn, and Stanford.

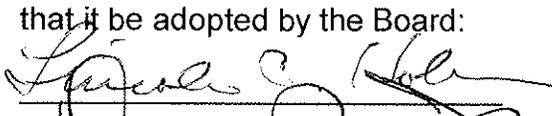
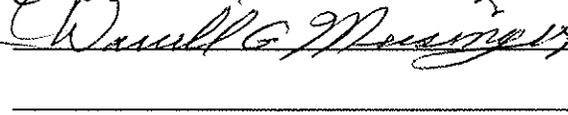
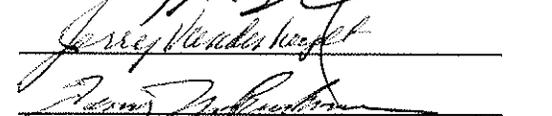
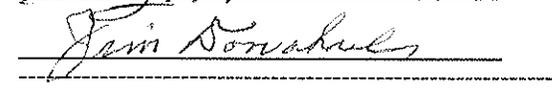
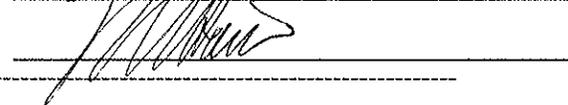
Nay: Crawford, B. Grimm, D. Grimm, Hahn, Harris, Hillegonds, Hobson, Imig, Meisinger, Palmer, Vanderheydt, and VonBoeckman.

Absent: Neuhauser and Sundell.

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the Finance Committee recommends to the County Board to authorize an agreement between Tazewell County and the Economic Development Council for Central Illinois, Inc. (EDC); and

WHEREAS, the agreement is for a six month term for period of time May 01, 2012 through October 31, 2012; and

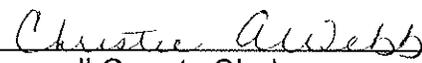
WHEREAS, Tazewell County agrees to pay EDC, Inc. \$35,412.50 for FY12 in increments as spelled out in the agreement.

THEREFORE BE IT RESOLVED that the County Board approve the recommendation and authorize the County Board Chairman to sign and execute the agreement.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Vickie Clark, COO, EDC for Central Illinois, Inc., 100 SW Water Street, Peoria, IL 61602 and the Auditor of this action.

PASSED THIS 12th DAY OF APRIL, 2012.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

**AGREEMENT FOR SERVICES BETWEEN
TAZEVELL COUNTY AND THE ECONOMIC DEVELOPMENT COUNCIL
FOR CENTRAL ILLINOIS, INC.**

THIS AGREEMENT entered into this 12th day of April, 2012, by and between the Economic Development Council for Central Illinois, Inc. (EDC) and Tazewell County, a Body Politic and Corporate (County) is entered into for the expressed purpose that EDC will provide specific economic development services to Tazewell County in addition to the services EDC would otherwise render to improving economic development within Tazewell County.

WHEREAS, Tazewell County is determined to improve economic development within the County and the individual communities therein; and

WHEREAS, EDC should be capable of providing economic development service and expertise; and

WHEREAS, the County desires specific efforts to attract economic development in Tazewell County; and

WHEREAS, EDC is expected to specifically improve economic development within Tazewell County.

NOW IN CONSIDERATION OF MUTUAL AGREEMENT by EDC and the County to each other, the parties agree as follows:

I. REQUIREMENTS & ACCOUNTABILITIES OF EDC

1. EDC shall provide to Tazewell County specific economic development services necessary for the management of a professional Tazewell County economic plan. Tazewell County's economic development goals include, but not limited to, increasing jobs and businesses, retaining jobs and businesses and improving the culture to support, sustain and improve processes that support these goals.
2. These services shall include, but not be limited to, marketing Tazewell County through advertising, public relations, news releases and personal contacts by EDC personnel with State, Federal, and private business sectors designed to retain and attract business to Tazewell County. EDC will make a minimum of 8 monthly Business Retention Visits (BRVs) with Tazewell County businesses during the term of this contract.

BRVs made under this provision of the Agreement shall be coordinated with Tazewell County (including the County Administrator, the Economic Dev. Committee and appropriate municipal economic development departments (ie, Pekin, East Peoria, Morton and Washington). During the term of the contract, EDC will provide to these entities all necessary data identifying economic climate, challenges, actions to mitigate said challenges and successes of Tazewell County businesses; shall provide to Tazewell County (all parties designated) a complete report of all BRVs, including data received as part of the BRV and questionnaire, strategy group results, and all EDC response efforts to the BRVs. EDC will provide the business a letter provided by Tazewell County to increase Tazewell County's business engagement efforts. EDC will provide Tazewell County a list of existing businesses and a schedule of all pending BRVs to enable this letter preparation. A successful BRV includes: (1) pre-visit planning; (2) the visit itself; (3) all appropriate data documentation, input/update into Esynchronist or program of mutual agreement; and (4) appropriate communication to all appropriate parties.

3. EDC shall appropriate a mutually agreed upon number of professional persons experienced in economic development necessary to be successful on behalf of Tazewell County.
4. In view of the personal nature of tasks to be performed by EDC for Tazewell County, EDC shall select persons who are able to relate well on a personal and professional level with Tazewell County.
5. EDC shall provide all the necessary equipment, staff, space, secretarial support and expenses to perform its duties under this Agreement. It is specifically agreed that Tazewell County is neither an employer nor a joint employer under this Agreement; nor shall any person assigned by EDC to the tasks under this Agreement be a "loaned" employee.
6. EDC will make monthly in-person comprehensive reports to the Economic Development Committee describing accomplishments for the preceding month.
7. EDC will email its Investor Updates and activity reports to all Tazewell County Board members with email capability, the County Administrator and the municipal economic development departments within Tazewell County.
8. EDC will make an annual report to the Tazewell County Board in October. This report will include results and accomplishments, and plans and goals for the next contract period, if mutually agreed upon. The annual report shall include the number of jobs created during the past year and five years, the average wage of those jobs inclusive of benefits, growth in the Equalized Assessed Value (EAV) attributable to expansion of an existing business or creation of a new business, capital investment and the specific role and actions of EDC in each expansions and new business.
9. EDC will include Tazewell County sites in its marketing plan and initiatives, and will market Tazewell County sites by representing Tazewell County at a minimum of two trade shows annually; placing a minimum of two advertisements in national or targeted site selection media; and representing Tazewell County at site selector events, including meeting individually with site selectors to market Tazewell County locations. EDC will also coordinate a plan to work with Tazewell County to identify site-ready needs for specific market segments.
10. EDC shall develop and maintain a centralized website and database that includes Tazewell County site-specific and demographic information for developers. Such website and database shall link to the Tazewell County website.
11. EDC shall market Tazewell County sites directly to site selectors. Updates on this information will be included in each monthly report and in the Annual Report.

12. EDC shall include Tazewell County in the Comprehensive Economic Development Strategy (CEDS) document that is a requirement to qualify for federal Economic Development Administration funds with no separate matching funds required beyond this Agreement. Tazewell County shall have a least one representative on the CEDS Strategy Committee.

13. EDC will perform the duties associated with management of the Revolving Loan Program (RLP) and associated RLP fund and all associated administration and reporting. Tazewell County shall provide to EDC the status of any Revolving Loan Program (RLP) loan that is 30 days late. EDC shall initiate contact with the loan recipient and report back to Tazewell County. EDC shall arrange a meeting with a representative of any RLP loan recipient whose loan is not immediately paid up to current status. EDC will also perform other loan responsibilities and administration, DCEO reporting and associated communications.

II. REQUIREMENTS & ACCOUNTABILITIES OF TAZEWELL COUNTY

1. The County shall be available to confer with EDC staff to discuss economic development designed for Tazewell County by EDC.
2. The County shall advise EDC of any action by the County that reasonably may affect efforts by EDC under this Agreement.
3. The County shall advise EDC of any dissatisfaction with the person(s) assigned by EDC to perform the services required by EDC under this Agreement.

III. CONSIDERATION

In consideration of the rendering of services by EDC under this Agreement, Tazewell County agrees to pay EDC the following payment:

FY 2012: \$35, 412.50 for the period including May 1, 2012 through October 31, 2012.

Tazewell County shall make a payment of \$17,706.25 for the period of May 1-July 31, 2012 at the end of the period but prior to August 1, 2012. Additionally Tazewell County shall make a payment of \$17,706.25 for the period of August 1-October 31, 2012 at the end of the period but prior to November 1, 2012.

IV. TERM OF AGREEMENT

The terms of this Agreement shall be six (6) months from May 1, 2012 through October 31, 2012. Either party is free to terminate this Agreement earlier than October 31, 2012, upon providing to the other party sixty (60) days written notice of termination, or at any time upon mutual agreement of the parties. In recognition of the fact that EDC is negotiating with other units of local government to provide similar services, Tazewell County shall have the right to immediately terminate this contract or renegotiate specific terms if other counties, receiving commensurate services, pay less per-capita than Tazewell County.

In the event this Agreement is terminated prior to October 31, 2012, EDC shall refund to Tazewell County all prorated funds as per this Agreement.

V. AFFIRMATIVE ACTION

EDC agrees not to discriminate against an employee or applicant for employment because of race, color, religion, sex, ancestry, natural origin, place of birth, age or handicap unrelated to bonafide occupational qualifications. EDC will take affirmative action to comply with the provision of the "Illinois Human Rights Act" (Ill. Rev. Stat. 1987, Ch. 68 S1-101 et seq.) as hereinafter amended, are incorporated into this contract by reference and made a part thereof.

In addition to the above remedies and notwithstanding any other remedies the parties may have under this contract or at law, the County may recover from EDC by setoff against the unpaid portion of the contract price the sum of Fifty Dollars (\$50.00) per day if EDC fails to comply with the Affirmative Action provision of this Agreement as determined by the County. The said sum being fixed and agreed upon by and between EDC and the County because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the County would sustain in the event of such a breach of contract, in said amount as agreed to be the amount of damages which the County would sustain. This amount potentially due Tazewell County is separate and in addition to any funds due Tazewell County per terminated Agreement set forth in Article IV.

VI. NOTICES

Notices shall be served as follows:

EDC, 100 SW Water Street Peoria, IL 61602

Tazewell County Administrator, 11 South. Fourth Street, Suite 432 Pekin, IL 61554

In Witness whereof, Tazewell County and EDC by and through their authorized representatives have executed this Agreement as of the date first written above.

The County of Tazewell,

By: _____

Its: County Board Chairman

ATTEST: Christie A. Webb
Witness

The Economic Development Council
for Central Illinois, Inc.

By: _____

Its: EDC Board President

Motion by member D. Grimm, Second by member Hobson to approve Resolution 2. Motion Carried by Voice Vote.

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committees have considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, a referendum was approved by the Tazewell County residents on March 20, 2012 for operation of an aggregation program as on opt-out program; and

WHEREAS, an agreement was approved with Good Energy L.P. as the Service Provider to perform electricity consultancy services and procurement for Tazewell County residents; and

WHEREAS, in compliance with Illinois Statute 20 ILCS 3855/1-92 of the Illinois Power Agency Act regarding aggregation of electrical load by municipalities, Tazewell County has developed this Plan of Operation and Governance explaining the process and procedures of Tazewell County's Municipal Electricity Aggregation Program; and

WHEREAS, two public hearings were conducted in April 2012 to discuss the Plan of Operation and Governance for Municipal Opt-Out Electricity Aggregation; and

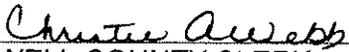
WHEREAS, the County Board authorizes the County Board Chairman to be the Tazewell official that will recommend acceptance of the commodity price from the selected Alternative Retail Electric Suppliers (ARES); and

THEREFORE BE IT RESOLVED, that the Tazewell County Board approve the Tazewell County Plan of Operation and Governance for Municipal Opt-Out Electricity Aggregation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Good Energy, L.P., 232 Madison Avenue, Suite 405, New York, NY 10016, and the Auditor of this action.

Passed this 12th day of APRIL, 2012.

Attest:



TAZEWELL COUNTY CLERK



TAZEWELL COUNTY BOARD CHAIRMAN



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1) Purpose of Municipal Opt-Out Aggregation

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

This Plan has been prepared by Tazewell 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 the 20 ILCS 3855/1-92.

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

Tazewell 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 ARES licensed with the State. Through a competitive bid process operated and managed by Consultant, Tazewell 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. Tazewell 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

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 the 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 alternative retail electric suppliers (“ARES”).

On December 8, 2011, in accordance with the requirements of the Act, the Tazewell County Board 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 Tazewell 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 March 20, 2012, the day of the primary election, a majority of citizens voted YES to the referendum question allowing the Tazewell County Board to form a Municipal Opt-Out Electricity Aggregation.

In addition to passing the required ordinances by the Tazewell County Board, Tazewell may also be required to comply with various rules and regulations established by authorized agencies of the State of Illinois. Tazewell 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 Tazewell County Board developed and approved this Aggregation Plan of Operation and Governance ("Plan"). Before adopting this Plan and as required by the Act, the Tazewell County Board 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 Tazewell County Board at the County Courthouse and provided the residents of unincorporated Tazewell County 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 the Tazewell officials. 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 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 the rates, terms and conditions of the Program and the specific method to opt-out of the Program.

Tazewell 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 Tazewell officials select the most suitable ARES and commodity product for participating residents and small businesses wanting to partake in the Program.

3) Opt-Out Process

Tazewell will allow residents and small businesses an opportunity to Opt-Out of the Program in accordance with statute 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 can be found at www.Ameren.com/customer-service/rates-pricing.

Following the completion of the RFP and after Tazewell has selected the ARES, and has successfully locked in a fixed supply rate, Tazewell will share the eligible customer list with the selected ARES and they 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, the County will not include residential customers receiving service through the space-heat, Power Smart Pricing, Hourly Supply Service, Real Time Pricing, RES Service, and /or net metering programs. 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, and Real Time Pricing. 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 Tazewell. 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 Tazewell County’s 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 Tazewell 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.

Opt-Out Period: After the mailing there will be an Opt-Out Period of at least 15 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 a savings calculator (www.munienergychoice.com) as well as 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 Tazewell'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, Tazewell will negotiate the penalties associated with 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 Tazewell 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 15 days from the postmark on the notice to return notice to 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. 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 County's website (www.munienergychoice.com).
5. Additionally, residential and small businesses who do not opt-out, per step 4 above, will receive written notification from Ameren stating that they are about to be switched. That notice will inform them that they have five (5) days to rescind the contract by contacting Ameren.
6. The selected Supplier will not enroll those accounts opting out of Program.

4) Request for Proposal-Summary

With the assistance of the Consultant, Tazewell 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 unincorporated Tazewell County.

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 retail electric suppliers (“RES”), 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. Tazewell 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. Tazewell will not be responsible for late or non-payments on the parts of any of its residents or small businesses. Tazewell 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 the electric account holder's bills. For non-residential customers, the toll-free numbers are 1-800-755-5000 for residential and 1-800-659-4540 for business customers.

7) Program Move-in and Move-outs

Moving to Tazewell from another municipality: Residents and businesses that move into unincorporated Tazewell County will NOT be automatically included in the Program. Residents that want to opt-in to the Program may contact the ARES to obtain enrollment information which will be provided on the County's website www.Tazewellcounty.org/opt-in www.Tazewell-il.org/opt-in. It is likely that residents opting-in at a later date will receive the same price, terms, and conditions. However, due to energy markets and economic forces, there is no guarantee that a resident can Opt-in under the same terms and conditions. Tazewell will seek to negotiate a favorable Opt-in program with the selected ARES that will be cost beneficial to the Program overall. Residents and small businesses that have left the Program and wish to return are handled the same way as a resident or small business moving into Tazewell, aforementioned in this section.

8) Opt-in Program

An "Opt-in customer" is a resident and/or small business in Tazewell that may request to join the Program after the expiration of any opt-out period or enrollment period. To

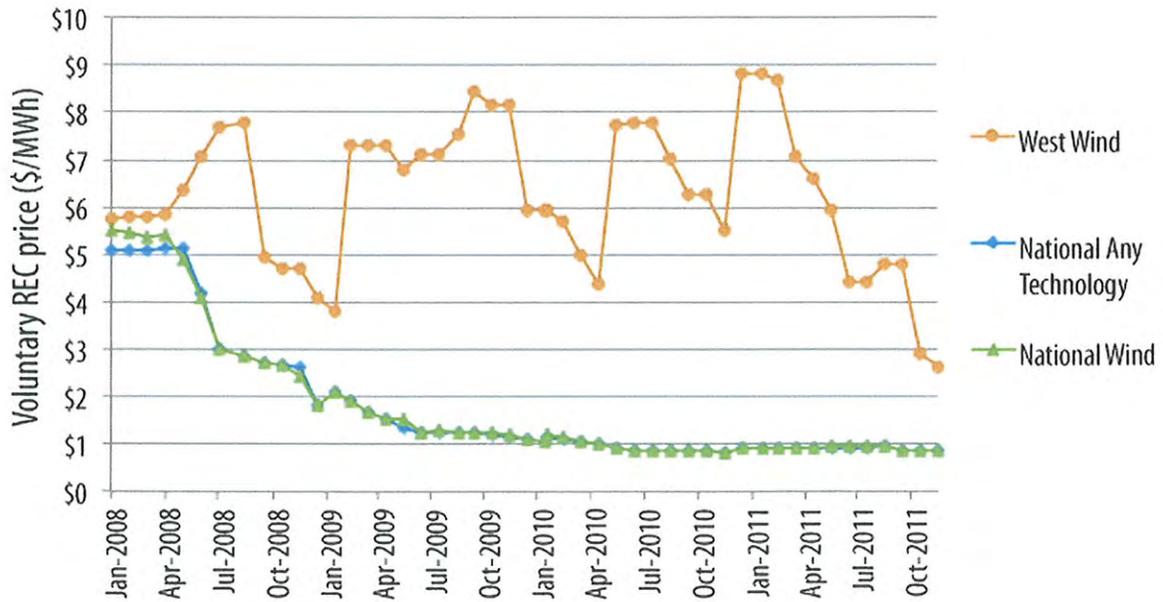
opt-in, the Opt-In customer must contact the selected ARES or the Consultant to join. The acceptance of an Opt-in customer to the Program is subject to written policies mutually agreed upon between Tazewell and the selected ARES in the Power Supply Agreement.

9) Green Power – Renewable Energy

Electricity will come from 100% renewable solar and/or wind power 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 said renewable generating technologies. Both the REC and the winning supplier will be Green-e certified and/or the RECs will be sourced through PJM-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. With approximately three billion kWh at stake, this renewable requirement is forecasted to provide avoidance of more than 4.2 billion lbs of carbon dioxide (CO₂) emissions from conventional power plants using non-renewable fossil fuels. 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.

Plan of Operation and Governance – County of Tazewell



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:

1. Incentive for local business development
2. Foundation for new/enhanced curricula for Illinois students:
 - <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/>
3. 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 the Tazewell officials. 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 Tazewell 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.

Tazewell, 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:

1. Mailings
2. Community Meetings
3. Advertisements
4. Program Website
5. Toll-Free Information Line
6. Informational Videos
7. 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. Online calculators serve as a simple and effective tool for increasing awareness on the topic. For the purposes of this program, an online calculator will be built and may be hosted on both the municipal website and www.munienergychoice.com. This online calculator would have two stages, accomplishing the following:

- Provide overall savings using existing utility rate vs. new supplier offer
- 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. Calculator function would build on the stage above by calculating the approximate reduction in usage and cost from switching to these newer lighting technologies, both in terms of a dollar amount and percentage of cost.

Additionally, 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 on both of Illinois’ primary utilities and should be included on both the municipal website as well as www.munienergychoice.com.

- Ameren: www.actonenergy.com/for-my-home/residential-incentive-programs
- ComEd: www.comed.com/home-savings/pages/default.aspx

The municipality will work with the selected ARES and Consultant to develop “Tazewell’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. A page on the city website can be offered. The city will work with Ameren to provide specific information about utility rebate programs.

Ameren programs: www.Ameren.com/home-savings

- 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, Tazewell will have the option to execute a Power Supply Agreement (“Agreement”) with the selected ARES.

Bids by prospective ARES shall provide 12 month, 18 month, 24 month and 36 month terms. Tazewell County will select the length of term that offers the most protection against future increases in energy prices. At its discretion, Tazewell County 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 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 agrees not to use the customer data and information for any other marketing purposes.

The ARES must agree to indemnify and hold Tazewell harmless from any claims, causes of action, damages, judgments, and financial obligations 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 the municipality deems necessary.

The Agreement may provide that the ARES will assist Tazewell 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: Tazewell 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 Tazewell;

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

13) Pricing Methodology

Pricing Methodology: Tazewell 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. The rate will include traditionally bundled renewable power components in the form of Renewable Energy Certificates (RECs) and will reflect various length of terms, contractual benefits and possible hold premiums.

Commodity Price: Tazewell 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 Tazewell 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 Tazewell officials of the price and pricing

components and recommend acceptance. If accepted, Tazewell 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:

- a. Lowest Traditional Power Price – The lowest priced electricity supply available from an ARES using, at a minimum, 100% renewable energy consistent with the Illinois Renewable Portfolio Standard (RPS) or similar Renewable Purchase Obligations (RPO) required by law.
- b. Price Match – The lowest price that supports a “Utility Price Match” meaning the ARES 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.
- c. 100% Renewable - Electricity where 100% of the energy used by the aggregated accounts will be offset by Renewable Energy Credits. Renewable Energy Credits shall be Green-e certified and/or the RECs will be sourced through PJM-registered renewable sources.

14) Eligible Customer Service Classes

After selecting and contracting with an ARES, Tazewell 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 unincorporated Tazewell County
- Customers is locked into an 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 heating rate or space heating rate.
- Customer on Ameren bundled hold.
- Customer less than 100kW peak demand

The Retail Customer Identification Information will remain the property of the municipality, 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 will also hold Tazewell harmless of any financial obligations or liability that may arise as a result of 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

Tazewell 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 Program participant may opt-out without penalty.

The ARES must provide Tazewell 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 Tazewell 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.

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: Supplier shall hire and maintain an adequate customer service staff and develop and administer a written customer service process that will accommodate participant's 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 Tazewell will enter into a separate customer service plan agreement or the terms shall be included in the Power Supply Agreement.

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.

Compliance Process: The ARES shall develop internal controls and processes to ensure that Tazewell remain in good standing as a Governmental Aggregator and ensure that the Program complies with the Act and all applicable laws, 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 Tazewell that do not opt-out of the Aggregation Program will be enrolled automatically in the Program by the Supplier. 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, any new members that it is enrolling into the Aggregation Group.

17) Liability

Tazewell 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.

18) Miscellaneous

The operation of Tazewell'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.
- 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.

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- Rules, regulations, and orders approved or enacted by federal, state, or local regulatory agencies.

Tazewell 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 the municipal rules for copying public documents.

Appendix A: Sample Opt-Out Notice

MUNICIPAL LETTERHEAD & LOGO

_____, __ 2012

Dear County resident,

On March 20, 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. County officials are happy to offer eligible residents and small businesses SAVINGS over Commonwealth Edison ("ComEd")/Ameren Illinois ("Ameren") rates by banding together all eligible electric service classes.

The County of _____ ran a competitive bid to select a licensed Alternative Electricity Supplier to provide savings to residents and small businesses with electric service in the County. 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 County'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 (ComEd/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, (ComEd/Ameren) will send you a letter confirming _____ as your Alternative Electricity Supplier.

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

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

ComEd/Ameren will continue to maintain the system that delivers power to your home or business. You will continue to receive a one bill from ComEd/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 County of _____ with aggregation program questions.

Sincerely, County of _____

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 _____

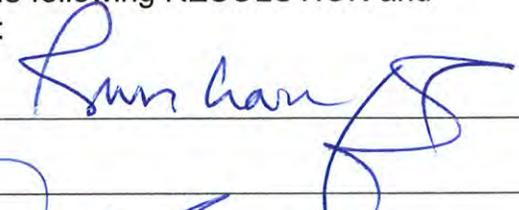
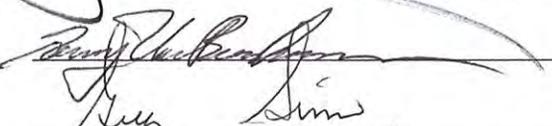
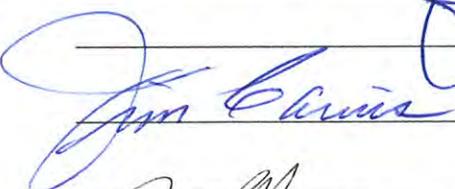
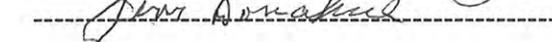
Account Holder Signature _____

Date _____

Motion by member B. Grimm, Second by member Harris to approve Resolution 3. Motion carried by Voice Vote.

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to authorize the County Board Chairman to review the outcomes of bids for the Municipal Electricity Aggregation Program; and

WHEREAS, the County Board Chairman is authorized to approve the bid proposal from the lowest responsible bidder.

THEREFORE BE IT RESOLVED that the County Board approve this authorization.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Auditor of this action.

PASSED THIS 12th DAY OF APRIL, 2012.

ATTEST:



County Clerk



County Board Chairman

Charles from Good Energy, explained letters from Ameren on space heat savings.

Also Mary Burress wanted Board members to know tax bills will be sent out on time, also working in house this year will be saving the County money.

Christie Webb also discussed the credit for the ballots will be received in amount of \$7,554.90.

BOARD RECESSED AT 4:12 P.M. NEXT MEETING WILL BE HELD ON APRIL 25, 2012.

I, CHRISTIE A. WEBB, CLERK OF TAZEWELL COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND COMPLETE COPY OF THE BOARD MINUTES AT A MEETING HELD IN THE JUSTICE CENTER COMMUNITY ROOM IN THE CITY OF PEKIN, ILLINOIS ON APRIL 12, 2012 AT 3:30 P.M. THE ORIGINALS OF WHICH ARE IN MY CUSTODY IN MY OFFICE AND THAT I AM THE LEGAL CUSTODIAN OF THE SAME.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY HAND AND AFFIXED THE SEAL OF THE SAID COUNTY AT MY OFFICE IN PEKIN, ILLINOIS THIS 12TH DAY OF APRIL, 2012.