

Resolution No: 12-1517

DATE: April 18, 2012

**A RESOLUTION ADOPTING AN INTERGOVERNMENTAL AGREEMENT
FORMING THE WILL ELECTRIC AGGREGATION GROUP**

WHEREAS, pursuant to the provisions of Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92, the Village of Romeoville submitted to referendum on March 20, 2012 the question of whether or not the Village of Romeoville shall have the authority to arrange for the supply of electricity for its residential and small commercial retail customers who have not opted out of such program; and

WHEREAS, a majority of the electors voting on such question voted in the affirmative; and

WHEREAS, the provisions of said Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92 further provide that one or more municipalities may exercise the authority granted pursuant to such a referendum jointly, and the Village of Romeoville has determined that it is in its best interest to exercise such authority by entering into an intergovernmental agreement to form the Will Electric Aggregation Group, in substantially the form attached hereto as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD
OF TRUSTEES OF THE VILLAGE OF ROMEOVILLE, WILL COUNTY, ILLINOIS:**

SECTION ONE. The foregoing Recitals are hereby incorporated into this resolution as if fully set forth in this Section 1.

SECTION TWO. That the Village President and Village Clerk are hereby authorized to execute and attest to the execution of an intergovernmental agreement in substantially the form attached hereto as Exhibit A.

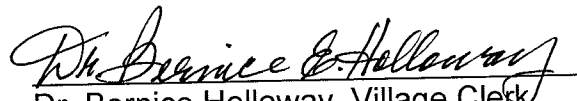
SECTION THREE. That the various provisions of this Resolution are to be considered severable and if any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

SECTION FOUR. All prior Resolutions and Resolutions, or parts thereof in conflict or inconsistent with this Resolution are hereby expressly repealed only to the extent of such conflict or inconsistency.

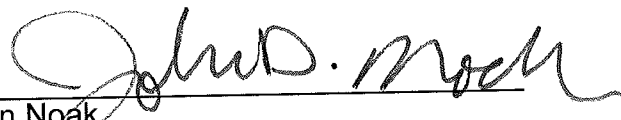
SECTION FIVE. This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.


PASSED this 18th day of April, 2012 with 4 members voting aye, 0 members voting nay, the President N/A voting, with 2 members abstaining or passing and said vote being:

Linda S. Palmiter	ABSENT	Ken Griffin	ABSENT
Joe Chavez	AYE	Brian Clancy	AYE
Sue A. Micklevitz	AYE	Dave Richards	AYE


Dr. Bernice Holloway, Village Clerk

APPROVED THIS 18TH DAY OF APRIL, 2012.


John Noak
Village President

Attest: 
Dr. Bernice Holloway
Village Clerk

INTERGOVERNMENTAL AGREEMENT

This Agreement made and entered into this 18 day of April, 2012, and executed by and between the undersigned Individual Members of the Will Electric Aggregation Group (hereinafter collectively called the "Will Electric Aggregation Group").

WHEREAS, Article 7, Section 10 of the Constitution of Illinois 1970 and 5 ILCS 220/1 et seq., the Intergovernmental Cooperation Act, authorizes units of local government to contract among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law; and

WHEREAS, pursuant to 20 ILCS 3855/1-92, aggregation of electrical load by municipalities and counties, the corporate authorities of a municipality or county board of a county may adopt an ordinance under which it may aggregate residential and small commercial retail electrical loads; and

WHEREAS, the Individual Members of the Will Electric Aggregation Group were authorized by referendum pursuant to 20 ILCS 3855/1-92 to establish an "opt-out" electrical aggregation program; and

WHEREAS, the corporate authorities of a municipality or county board may solicit bids, also known as Requests For Proposals or RFPs, from Alternative Retail Electric Suppliers, and enter into service agreements to facilitate those loads for the sale and purchase of electricity and related services and equipment, and may also exercise such authority jointly; and

WHEREAS, although the undersigned Individual Members of the Will Electric Aggregation Group will operate separate electrical aggregation programs for its residents and small commercial retail businesses, the Individual Members recognize that the pooling of resources and personnel enhances the ability to solicit Requests For Proposals for electricity with a much larger electric need and reduces the administrative costs associated with the implementation of an electrical aggregation program.

NOW, THEREFORE, in consideration of the terms herein set forth and the mutual covenants and obligations of the parties hereto; it is hereby agreed by the undersigned Individual Members of the Will Electric Aggregation Group as follows:

SECTION 1. Incorporation.

The recitals contained in the Preamble set forth above are incorporated herein by reference as if fully set forth and repeated herein.

SECTION 2. Definitions.

The following words, terms and phrases, when used in this Inter-Governmental Agreement, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Individual Members of the Will Electric Aggregation Group: Each individual municipality, village, city, and/or county who signs this Agreement and agrees to its terms.

Response to a Request For Proposal: A response submitted by an Alternative Retail Electric Supplier for the sale and purchase of electricity and related services and equipment.

Will County Governmental League: A not-for-profit intergovernmental organization providing technical assistance and services, as well as providing a forum for municipalities to discuss and resolve regional issues of mutual concern.

Will Electric Aggregation Group: All Individual Members of the Will Electric Aggregation Group are collectively referred to as the Will Electric Aggregation Group.

SECTION 3. Purpose.

The Will Electric Aggregation Group wishes to aggregate residential and small commercial retail electrical loads and solicit Requests For Proposals and enter into service agreements with Alternative Retail Electric Suppliers to facilitate those loads for the sale and purchase of electricity and related services and equipment as one account. It is imperative for the process that Alternate Retail Electric Suppliers submitting Responses to Requests For Proposals to the Will Electric Aggregation Group know the number of households within the Will Electric Aggregation Group, as it is presupposed that Alternate Retail Electric Suppliers will respond based on the number of households. Furthermore, Individual Members of the Will Electric Aggregation Group understand and recognize that the Responses to Requests For Proposals for electric aggregation are for the Will Electric Aggregation Group as a whole, and Responses to Requests For Proposals will be accepted by the Will Electric Aggregation Group as a whole.

SECTION 4. Requirements.

The Individual Members of the Will Electric Aggregation Group were authorized by referendum pursuant to 20 ILCS 3855/1-92 to establish an "opt-out" electrical aggregation program. After passage of the referendum, the Individual Members of the Will Electric Aggregation Group agree to:

- Follow the requirements of 20 ILCS 3855/1-92.

- Develop a (draft) plan of operation and governance for the aggregation program.
- Publish or cause to have published notice of the public hearings on a plan of operation and governance once a week for 2 consecutive weeks in a newspaper of general circulation in the jurisdiction; the notice shall summarize the plan and state the date, time, and location of each hearing.
- Hold at least two public hearings on a plan of operation and governance.
- Adopt an ordinance with respect to aggregation of residential and small commercial retail electric loads.
- Adopt an ordinance with respect to a plan of operation and governance.
- Provide comments to the Will County Governmental League on technical specifications and requirements and contract documents contained in Requests For Proposals (RFPs).
- Authorize a representative to accept a Response to a Request For Proposal and enter into a service agreement with an Alternative Retail Electric Supplier to facilitate those loads for the sale and purchase of electricity and related services and equipment.

As it is imperative that the Will Electric Aggregation Group solicit Requests For Proposals for electricity and other related services as a group, the Individual Members of the Will Electric Aggregation Group agree to not solicit bids or Requests For Proposals for electricity and other related services on their own, or enter into service agreements with an Alternative Retail Electric Supplier individually.

SECTION 5. Parties.

The Individual Members of the Will Electric Aggregation Group consist of municipalities, villages, cities, and counties. In the event that additional agencies request to participate in the Will Electric Aggregation Group, their acceptance will be contingent upon acceptance of all terms in this Agreement and execution and payment of all applicable fees and costs.

SECTION 6. Passage Of The Referendum.

In order to aggregate residential and small commercial retail electrical loads and solicit Requests For Proposals and enter into service agreements to facilitate those loads for the sale and purchase of electricity and related services and equipment with the Will Electric Aggregation Group, it is a prerequisite that a majority of the electors of the Individual Members of the Will Electric Aggregation Group vote in the affirmative on the electric aggregation referendum.

SECTION 7. Failure Of The Referendum.

For the Individual Members of the Will Electric Aggregation Group whose electors do not vote in the affirmative on the electric aggregation referendum and the referendum fails, those Members cannot aggregate residential and small commercial retail electrical loads and solicit Requests For Proposals and enter into service agreements to facilitate those loads for the sale and purchase of electricity and related services and equipment as an opt-out program with the Will Electric Aggregation Group and as such, will be disqualified from participating in the Will Electric Aggregation Group and such Individual Members shall be deemed to have withdrawn from this Agreement. The disqualified Members may operate their aggregation program as an opt-in program for residential and small commercial retail customers.

SECTION 8. Will County Governmental League.

The Will County Governmental League is coordinating the Will Electric Aggregation Group. Therefore, each individual municipality, village, city, and/or county of the Will Electric Aggregation Group shall be affiliated with the Will County Governmental League. As coordinators of the Will Electric Aggregation Group, the Will County Governmental League will assist Individual Members of the Will Electric Aggregation Group:

- Initiate a process to authorize a joint program of aggregation.
- Develop a (draft) plan of operation and governance for the aggregation program.
- Hold at least two public hearings on a plan of operation and governance.
- Adopt an ordinance with respect to aggregation of residential and small commercial retail electric loads.
- Adopt an ordinance with respect to a plan of operation and governance.
- Comply with the requirements of 20 ILCS 3855/1-92.
- Coordinate with ComEd in gathering and organizing customer load and account data.
- Prepare the load analysis and the Requests For Proposals format to be submitted to Alternative Retail Electric Suppliers for electric product pricing.
- Evaluate existing risk and opportunity issues relative to submitted offers.

As coordinators of the Will Electric Aggregation Group, the Will County Governmental League will, on behalf of Individual Members of the Will Electric Aggregation Group:

- Coordinate the cooperation of the Individual Members of the Will Electric Aggregation Group.
- Coordinate comments from Individual Members of the Will Electric Aggregation Group on technical specifications and requirements and contract documents contained in Requests For Proposals (RFPs) which shall require Alternative Retail Electric Suppliers to submit pricing for all Individual Members of the Will Electric Aggregation Group jointly.
- Solicit Requests For Proposals and receive Responses to Requests For Proposals for residential and small commercial retail electrical loads.
- Review and prepare analysis of indicative pricing from Alternative Retail Electric Suppliers.
- Summarize the Responses to Requests For Proposals from Alternative Retail Electric Suppliers for residential and small commercial retail electrical loads.
- Coordinate the selection of an Alternative Retail Electric Supplier for electric aggregation.

The Will County Governmental League contracted with DaCott Energy Services, Ltd. to assist the Will County Governmental League. Upon request, the contract between the Will County Governmental League and DaCott Energy Services, Ltd. is available for inspection. Any funds collected above the \$300,000 cap on the DaCott Energy Services, Ltd. fee will be allocated by a majority vote of the Will Electric Aggregation Group.

SECTION 9. Selection Of A Request For Proposal.

The Requests For Proposals for electric aggregation are for the Will Electric Aggregation Group as a whole. Therefore, the service agreements to facilitate those loads for the sale and purchase of electricity and related services and equipment will be accepted by the Will Electric Aggregation Group as a whole.

It is understood that due to the nature of the electric market, the time frame for acceptance of a Request For Proposal must be done promptly, and time is of the essence. The window from receipt of the Responses to Requests For Proposals to the time of acceptance is relatively short, and as such, in all likelihood, the boards of the Individual Members of the Will Electric Aggregation Group will not have time to review the Responses to Requests For Proposals and vote on which Response to a Request For Proposal to accept. As such, each Individual Member of the Will Electric

Aggregation Group shall be authorized by its respective board to have the authority to accept a Response to a Request For Proposal and select an Alternative Retail Electric Supplier.

Each Individual Member of the Will Electric Aggregation Group may have more than one representative review the Responses to Requests For Proposals and provide input. However, the acceptance of the Requests For Proposals must be done promptly. Through the execution of this Agreement, each Individual Member of the Will Electric Aggregation Group has been authorized by its respective board to review and accept a Response to a Request For Proposal which is the most responsive and responsible in order to select an Alternative Retail Electric Supplier. The Will County Governmental League will coordinate the process for review and selection of an Alternative Retail Electric Supplier which provides for one vote for each Individual Member of the Will Electric Aggregation Group. Each Individual Member of the Will Electric Aggregation Group will indicate to the Will County Governmental League its voting representative. At the conclusion of reviews and discussion of the Responses to Requests For Proposals, a representative of the Will County Governmental League will initiate a meeting (at its offices, by telephone conference call, or both) take a roll-call vote, and a decision shall be made by a majority vote. In the event of a tie, there will be a re-vote between the tied Alternative Retail Electric Suppliers. In the event that a majority of the votes cast reject all Responses to Requests For Proposals, the Will Electric Aggregation Group will take no action relative to selection of an Alternative Retail Electric Supplier.

The rules of parliamentary practice contained in Robert's Rules Of Order shall govern the meetings relative to review, acceptance and selection of an Alternative Retail Electric Supplier. The representative from the Will County Governmental League shall decide all questions of order and shall be governed in the decisions by parliamentary law as contained in Robert's Rules Of Order.

SECTION 10. Cooperation.

The Individual Members of the Will Electric Aggregation Group acknowledge and agree to cooperate with each other in furtherance of the purposes, goals, and objectives of this Agreement. Cooperation specifically includes, but is not limited to, the sharing and joint utilization of information and other materials possessed or developed individually or collectively, and necessary to investigate, identify and otherwise select an Alternative Retail Electric Supplier.

The Individual Members of the Will Electric Aggregation Group may use their respective staffs and resources, at no cost to the other Individual Members of the Will Electric Aggregation Group. The Individual Members of the Will Electric Aggregation Group shall be responsible for their own expenses incurred for professional services, including legal and engineering fees, and any and all other expenses.

Notwithstanding anything to the contrary, the Individual Members of the Will Electric Aggregation Group acknowledge and agree that the each Individual Member of

the Will Electric Aggregation Group will administer and operate their own electrical aggregation program for their community, and there are no other responsibilities or obligations for an Individual Member of the Will Electric Aggregation Group to administer or operate an electrical aggregation program for any other Individual Member of the Will Electric Aggregation Group.

SECTION 11. Termination/Modification Of Agreement.

This Agreement shall be in full force and effect between all Individual Members of the Will Electric Aggregation Group who have signed this Agreement and continue until such time that said contract agreed to with the Alternate Retail Electric Supplier expires unless otherwise provided herein. Said contract with the Alternate Retail Electric Supplier will not exceed a term of three years. Or, if the votes cast reject all Responses to Requests For Proposals, Individual Members of the Will Electric Aggregation Group may withdraw from this Agreement upon thirty (30) days written notice to the Will County Governmental League.

It is imperative for the process that Alternate Retail Electric Suppliers submitting Responses to Requests For Proposals to the Will Electric Aggregation Group know the number of households within the Will Electric Aggregation Group. As such, Individual Members of the Will Electric Aggregation Group may withdraw from this Agreement up to two weeks prior to the date set for soliciting bids (or Requests For Proposals) from Alternate Retail Electric Suppliers, without consequence, by written notice to the Will County Governmental League.

SECTION 12. Notices.

Any notice shall be either: (i) personally delivered to the addresses set forth below, in which case it shall be deemed delivered on the date of delivery to said address; or (ii) sent by registered or certified mail, postage prepaid, in which case it shall be deemed personally delivered three (3) days after deposit in the United States Mail, or (iii) sent next day delivery by a nationally recognized overnight courier, in which case it shall be deemed personally delivered (2) days after its deposit with the courier.

Notices and communication shall be as follows:

Village of Romeoville

Attn: Village President
Village of Romeoville
1050 W. Romeo Road
Romeoville, Illinois 60446

with a copy to:

Spesia & Ayers
Martin J. Shanahan
1415 Black Road
Joliet, Illinois 60435

SECTION 13. Severability.

The various provisions of this Agreement are severable and if any provision or part thereof is held to be unenforceable by any court of competent jurisdiction, then such enforceability shall not affect the validity or enforceability of the remaining provision of parts thereof in this Agreement.

SECTION 14. Entire Agreement.

This Agreement constitutes the entire Agreement and supersedes all prior agreements and understandings, oral and written, and may not be modified or amended except in writing signed by all Individual Members of the Will Electric Aggregation Group.

SECTION 15. Governing Law.

The laws of the State of Illinois, County of Will, will govern all disputes arising out of or relating to this Agreement. Any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction and venue of the courts located in the County of Will, and all Individual Members of the Will Electric Aggregation Group specifically agree to be bound by the jurisdiction and venue thereof.


SECTION 16. Execution And Counterparts.

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. Any one of such counterparts shall be sufficient for the purpose of proving the existence and terms of this Agreement.

IN WITNESS WHEREOF, the undersigned governmental units have caused this Agreement to be duly authorized and executed, and attached herewith is a copy of the Resolution authorizing the signing officials to execute this Agreement.

The undersigned representative(s) of the Member Villages hereby agree to the above terms and conditions of this Inter-Governmental Agreement.

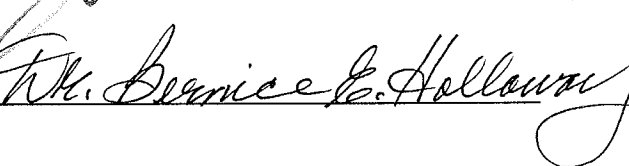
Will County Governmental League

By:  Date: 6/4/12

Attest: 

Village of

By:  Date: 4/18/12

Attest: 

RES12-1517

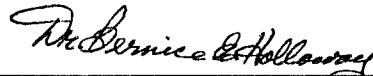
Date: 4/18/12

A Resolution Adopting an Intergovernmental Agreement Forming the Will Electric
Aggregation Group

Published in Book and Pamphlet Form

This 27th day of April, 2012

By the Corporate Authority of the
Village Of Romeoville

A handwritten signature in cursive script, reading "DuBernice A. Hollaway".

Village Clerk