

**County Of Kendall**  
**ORDINANCE NO. 14-10**

**Ordinance Authorizing Aggregation of Electrical Load and Adopting an Electric Aggregation Plan of Operation and Governance.**

**Recitals**

1. Section 1-92 of The Illinois Power Agency Act (“Act”), Chapter 20, Illinois Compiled Statutes, Act 3855, titled Aggregation of Electrical Load by Municipalities and Counties, gives municipalities, townships, and counties the authority to adopt aggregate electrical for residential and small commercial retail consumers.

2. Under the Act, the County may operate an aggregation program as an opt-out program for residential and small commercial retail customers if a referendum is passed by a majority vote of the residents pursuant to the requirements under the Act.

3. The County Board of Kendall County (“County Board”) submitted the question in a referendum on March 18, 2014, and a majority of the electors voting on the question voted in the affirmative.

4. The County Board hereby finds that it is in the best interest of the County to operate the aggregation program under the Act as an opt-out program and to implement the program according to the terms of the Act.

5. The Act requires the County Board to adopt an electrical power aggregation plan of operation and governance and hold not less than two (2) public hearings, prior to the implementation of an opt-out electrical aggregation program.

6. The County Board held the required Public Hearings for the Electric Power Aggregation Plan of Operation and Governance on April 10, 2014, and April 15, 2014, and provided the required public notice.

BE IT ORDAINED BY THE COUNTY BOARD OF THE COUNTY OF KENDALL, ILLINOIS, AS FOLLOWS:

**Section One:** The County Board finds that the recitals set forth above are true and correct and incorporates them herein by reference.

**Section Two:** The County Board determines that it is in the best interest of the County to operate the Electric Aggregation Program (“Aggregation Program”), under the Act, as an opt-out program.

### **Section Three: The Aggregation Program**

A. The County is hereby authorized to aggregate, in accordance with the terms of the Act, residential and small commercial retail electrical loads located in the unincorporated area within the corporate limits of the County, and for that purpose may solicit bids and enter into service agreements to facilitate the sale and purchase of electricity and related services and equipment for those loads.

B. The County may, in combination with other municipalities or counties, initiate a process jointly to authorize aggregation by a majority vote of the governing body of each particular municipality or county, as required by the Act.

C. The Aggregation Program for Kendall County shall operate as an opt-out program for residential and small commercial retail customers, with a single rate for all customer classes.

D. The Aggregation Program shall be approved by a majority of the members of the County Board.

E. The County Board, with the assistance from the Illinois Power Agency and Progressive Energy Group, has developed a Plan of Operation and Governance for the Aggregation Program, ("Plan"), attached as exhibit A, and has conducted such public hearings and provided such public notice as required under the Act. The Plan provides for universal access to all applicable residential customers and equitable treatment of applicable residential customers, describes demand management and energy efficiency services to be provided to each class of customers, and meets any requirements established by law concerning aggregated service offered pursuant to the Act.

F. As an opt-out program, the County shall inform residential and small commercial retail customers of their right to opt-out of the Aggregation Program with sufficient time for them to exercise that right. The disclosure and information provided to the customers shall comply with the requirements of the Act.

G. The electric aggregation shall occur automatically for each person owning, occupying, controlling, or using an electrical load center proposed to be aggregated in the unincorporated limits of Kendall County, subject to a right to opt-out of the program as described under this ordinance and the Act.

H. The County Board hereby grants the County Board Chairman, or his Vice Chairman in his absence, the authority to execute a contract without further action by the County Board and the authority to bind the County subject to the following limitations:

- The contract term shall be no longer than 48 months.

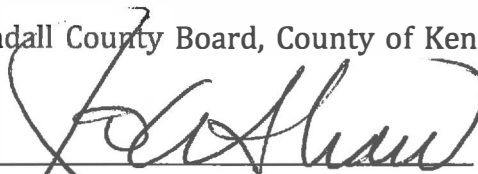
- The electric supply rate must match or be lower than any applicable Commonwealth Edison or Ameren tariffed rate, and the contract must allow County residents and small businesses to revert back to Commonwealth Edison or Ameren tariffed rates if the Commonwealth Edison or Ameren tariffed rates are ever lower than the contracted price.
- The winning electric supplier must utilize Commonwealth Edison or Ameren as the billing/invoicing agent.
- The contract does not contain early termination fees.
- The contract provides the County is to be reimbursed by the winning electric suppliers for any Commonwealth Edison or Ameren charges and legal fees.

**Section Four:** The County Board hereby adopts the Plan attached as Exhibit "A," and incorporated by reference, as if fully set forth herein.

**Section Five:** This ordinance shall be in full force and effect after its passage by approval of the County Board.

PASSED and APPROVED by the County Board of the County of Kendall, Illinois, on the 15th day of April, 2014, and filed in the Office of the Kendall County Clerk.

SIGNED by the Board Chairman of the Kendall County Board, County of Kendall, Illinois, this 15th day of April, 2014.

  
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Board Chairman  
County of Kendall, Illinois

ATTEST:  
  
\_\_\_\_\_  
County Clerk  
County of Kendall, IL

**EXHIBIT A**

**COUNTY OF KENDALL**

**ELECTRIC POWER  
AGGREGATION  
PLAN OF OPERATION  
AND GOVERNANCE**

# **Kendall County Electric Power Aggregation Plan of Operation and Governance**

## **I. INTRODUCTION**

Section 1-92 of the Illinois Power Agreement Act Chapter 20, Act 3855 of the Illinois Compiled Statutes ("the Act") allows the corporate authority of a county to adopt an ordinance, in accordance with the Act, to aggregate electrical loads for residential and small commercial retail customers within the unincorporated limits of the county as an opt-out or opt-in program. The Act further authorizes a county to solicit bids, select suppliers of retail electric supply, and enter into service agreements to facilitate the sale and purchase of electricity and related services. The legislation authorizes the Illinois Power Agency ("IPA") to assist a unit of local government in developing a plan of operation and governance.

Large industrial and commercial consumers with sophisticated electric operations use their size and expertise to obtain lower electric power rates. Individual residential and small commercial retail consumers are typically unable to obtain significant price reductions since they lack the same bargaining power, expertise, and economies of scale enjoyed by larger consumers. Aggregation, the combining of multiple electric loads, provides the benefits of retail electric competition for consumers with lower electric usage.

Local government aggregation, the combining of multiple retail electric loads of customers by a unit of local government, provides the means through which county residential and small commercial retail customers may obtain economic benefits of Illinois' competitive retail electric market. The Kendall County Aggregation Program combines the electric loads of residential and small commercial retail customers to form a buying group ("Aggregation Group"). Kendall County ("County") will act as purchasing agent for the Aggregation Group. Therefore, Kendall County will be a Governmental Aggregator, as described by Illinois law and the rules established by authorized agencies, and shall act on behalf of Commonwealth Edison Company or Ameren, as applicable ("ComEd or Ameren") in Kendall County to obtain the best Power Supply Agreement for the Members of the Aggregation Group.

## **II. DEFINITIONS**

In order to clarify certain terminology, the following terms as used in this Plan shall have the meanings set forth below:

**"Aggregation Group"** shall mean all the residential and small commercial retail customers of ComEd or Ameren in the unincorporated limits of the County that have not opted-out of the Program and are permitted under the terms of the Act to participate in the Program.

**"Aggregation Program" or "Program"** means the program developed and implemented by the County, as a Governmental Aggregator under the Act, to provide ComEd or Ameren

residential and small commercial retail customers in the unincorporated limits of the County with retail electric generation services.

**"Governmental Aggregator"** means the County operating an Aggregation Program under the County's legislative authority to act as an aggregator to provide a competitive retail electric service to residential and small commercial retail customers of ComEd or Ameren, in the unincorporated limits of the County. Pursuant to the Act, a Governmental Aggregator is not a public utility or an alternative retail electric supplier.

**"Member"** means a person or legal entity enrolled in the unincorporated Kendall County Aggregation Program for competitive retail electric services, and a member of the Aggregation Group.

**"Retail Electric Supplier" ("RES" or "Provider")** means an entity certified by all required authorities of the State of Illinois to provide competitive retail electric supply service(s), and which is duly selected by the County to be the entity responsible for providing the required retail electrical supply service under an Aggregation Program as defined in the Act, the County Ordinances, and applicable rules and regulations of any authorized agency of the State of Illinois, and has duly executed a Power Supply Agreement with the County.

**"Power Supply Agreement"** means the agreement entered into between the County and the selected Provider, under the Aggregation Program, for the supply of electricity to the Aggregation Group, the members of which are an intended third-party beneficiary to the agreement.

### **III. PROCESS**

On March 18, 2014, in accordance with the requirements of the Act, County voters approved a referendum to operate an Aggregation Program as an "opt-out" program. Under the opt-out program, all applicable ComEd or Ameren residential and small commercial retail customers in unincorporated Kendall County are automatically included as participants in the Aggregation Program unless they opt-out of the Aggregation Program by providing notice of their intention not to participate as a part of the Aggregation Group. As required by state law, the County Board of Kendall County ("County Board") passed an ordinance authorizing the County's electorate to determine whether the Aggregation Program shall operate as an opt-out program. Following the approval of the referendum by the electorate, the County passed the Ordinance Authorizing Aggregation of Electrical Load and Adopting an Electrical Aggregation Plan of Operation and Governance on April 15, 2014, authorizing the County to aggregate electric loads for residential and small commercial retail customers in the County and to implement an opt-out program.

In addition to passing the required ordinances, the County may also be required to comply with various rules and regulations established by authorized agencies of the State of Illinois.

As required by the Act, the County Board developed and approved this Aggregation Plan of Operation and Governance ("Plan"). Before adopting this Plan and as required by the Act, the

County Board published a notice in the Kendall County Record, a newspaper of general circulation in the County of Kendall, of public hearings to be held on April 10, 2014 at 4:00 o'clock P.M. and on April 15, 2014 at 9:00 o'clock A.M. The public hearings were held by the County Board at the Kendall County Boardroom, 111 W. Fox Street, Yorkville, Illinois, and provided the residents of the County a meaningful opportunity to be heard regarding the Aggregation Program and the Plan. The County Board considered the concerns of the residents and information disclosed at the hearings in the development of the Plan.

The opt-out notice for the Aggregation Program shall be provided to all eligible electric customers in the unincorporated limits of the County upon approval of this Plan, according to the Opt-out Disclosure Procedure. The opt-out notice and disclosures shall comply with the Act and all applicable rules and regulations of any authorized agency in the State of Illinois, and shall fully inform such customers, in a timely manner, that they have the right to opt-out of the Aggregation 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.

By majority vote of the County Board, the County may select a Retail Electric Supplier ("RES" or "Provider") to provide the electric power for the County Aggregation Program according to the terms of a written service agreement entered into by and between the Provider and the County. By majority vote of the County Board, the County may determine not to enter into a service agreement with any Provider and in such event the Aggregation Group shall continue to purchase electric power through ComEd or Ameren, as applicable. If the County enters into a service agreement with a Provider, ComEd or Ameren, as applicable, will continue to provide and deliver the electricity purchased from the Provider. ComEd or Ameren, as applicable, will remain responsible for metering, repairs, and emergency service. The County Board has determined that each participant in the Aggregation Group shall receive a single monthly bill from ComEd or Ameren.

#### **IV. OPERATIONAL PLAN**

##### **A. Aggregation Services**

- 1. Provider:** The County will use a competent entity as a Provider to perform and manage aggregation services for Members of the Aggregation Program. The Provider shall provide adequate, accurate, and understandable pricing, terms, and conditions of service. The Provider will not charge a fee for switching providers and Provider will clearly state the conditions under which a Member may opt-out without penalty. The Provider must provide the County, upon request, an electronic file containing the Members' usage, charges for retail supply service, and such other information reasonably requested by the County.
- 2. Database:** The Provider shall create and maintain a secure database of all Members. The database will include the name, address, ComEd or Ameren account number, Providers' account number of each active Member, and other pertinent information

such as rate code, rider code (if applicable), meter reading cycle, and most recent 12 months of usage and demand. The database will be updated at least quarterly. Accordingly, the Provider will implement and maintain a process, within this database, to accommodate Members who (i) leave the Aggregation Group due to relocation, opting out, etc., (ii) decide to join the Aggregation Group, (iii) relocate anywhere within the unincorporated limits of Kendall County, or (iv) move into unincorporated Kendall County and elect to join the Aggregation Group. The Provider will use this database to perform audits for clerical and mathematical accuracy of Member electric supply bills. The Provider will make the database available to the County any time the County requests it.

3. **Member Education:** The Provider shall develop and implement, with the assistance of the County, as the County may determine in its sole discretion, an educational program that (i) generally explains the Aggregation Program to all residential and small commercial retail customers in the unincorporated limits of the County, (ii) provides updates and disclosures mandated by Illinois law, including applicable rules and regulations, and (iii) implements a process to allow any Member the opportunity to opt out of the Aggregation Program according to the terms of the Power Supply Agreement. See Appendix A for further details.
4. **Customer Service:** Provider shall, (i) hire and maintain an adequate customer service staff, and (ii) develop and administer a written customer service process that will answer questions regarding the Aggregation Program in general, and accommodate Member inquiries and complaints about billing. This written process will include a description of (i) how telephone inquiries will be handled, either internally or externally, (ii) how invoices will be prepared, (iii) how Members may remit payment, and (iv) how collection of delinquent accounts will be addressed. The Provider and the County will enter into a separate customer service plan agreement or the terms shall be included in the Power Supply Agreement.
5. **Billing:** ComEd or Ameren, as applicable, will provide a monthly billing statement to each Member which shall include the charges of the Provider. The Provider will not charge any additional administrative fee.
6. **Compliance Process:** The Provider shall develop internal controls and processes to ensure that the County remains in good standing as a Governmental Aggregator and ensure that the County and the Program comply with the Act and all applicable laws, rules, and regulations as they may be amended from time to time. It will be the Provider's responsibility to timely deliver reports at the request of the County that will include (i) the number of Members participating in the Program; (ii) a savings estimate or increase from the previous year's baseline; (iii) a comparison of the Members' charge for the supply of electricity from one designated period to another, as identified by the County; and, (iv) such other information reasonably requested by the County. The Provider shall also develop a process to monitor to the Act or any laws, rules or regulations applicable to the Aggregation Program, and shall promptly notify the County, in writing, of any changes or amendments to them.



7. **Notification to ComEd or Ameren:** The residential and small commercial retail customers of ComEd or Ameren in the unincorporated limits of the County that do not opt-out of the Aggregation Program will be enrolled automatically in the Aggregation Program by the Provider. Members of the Aggregation Group will not be asked to take affirmative steps to be included in the Aggregation Group. To the extent that ComEd or Ameren, as applicable, requires notification of participation; the Provider shall provide such notice to ComEd or Ameren. Further, the Provider will promptly inform ComEd or Ameren, through electronic means, of any new members that it enrolls in the Aggregation Group.
8. **Plan Requirements:** Pursuant to the Act, the Provider selected by the County and the County will agree to the following:
  - a. All applicable residential customers will receive universal access to the Aggregation Program and will be treated equitably under the Aggregation Program;
  - b. The County is not currently seeking any management or energy efficiency services beyond those identified and described in this Plan or the Power Supply Agreement. To the extent, however, that other management or energy efficiency services become available to the Aggregation Group during the term of the Power Supply Agreement, the customers will promptly receive a description of those services;
  - c. The County and the Provider will meet any requirements established by law concerning aggregated services offered pursuant to the Act.
9. **Solicitation of Bids:** Pursuant to the requirements of the Act, the process of soliciting bids for electricity and related services and awarding Power Supply Agreements for the purchase of electricity and other related services by the County, shall be conducted in the following manner:
  - a. The County may solicit bids for electricity and other related services.
  - b. Notwithstanding Section 16-122 of the Illinois Public Utilities Act and Section 2HH of the Illinois Consumer Fraud and Deceptive Business Practices Act, an electric utility that provides residential and small commercial retail electric service in the County must, upon request of the County Board, submit, in an electronic format, the names and addresses of residential and small commercial retail electric customers in the unincorporated limits of the County that are reflected in the electrical utilities records at the time of the request and such other information required by the Act or any applicable rule or regulation of an authorized Illinois agency.
  - c. The County, upon receiving customer information from an electric utility, shall be subject to the limitations on the disclosure of that information described in Section 16-122 of the Illinois Public Utilities Act and Section 2HH of the Illinois Consumer Fraud and Deceptive Practices Act. An electric utility providing

customer information pursuant to this Section and the Act shall not be held liable for any claims arising out of the providing that information.

**B. Power Supply Agreement**

The Corporate Authorities of the County and the Provider shall duly execute and enter into a Power Supply Agreement to serve the Aggregation Group.

**C. The County's Provider**

The County may require the Provider to satisfy each of the following requirements in the Power Supply Agreement:

1. Have sufficient sources of power to provide retail firm power to the Aggregation Group;
2. Maintain a license as a Federal Power Marketer with the Federal Energy Regulatory Commission;
3. Maintain any and all other licenses or certifications required by Illinois law, including a certification from the State of Illinois as a certified retail electric supplier;
4. Register as a retail electric supplier with ComEd or Ameren, as applicable;
5. Maintain a Service Agreement for Network Integration Transmission Service under Open Access Transmission Tariff;
6. Maintain a Service Agreement as required under all applicable rate tariffs of the State of Illinois;
7. Maintain the necessary corporate structure to sell retail firm power to the ComEd or Ameren residential and small commercial retail customers in the County;
8. Maintain an Electronic Data Interchange computer network that is fully functional at all times and capable of handling the ComEd or Ameren residential and small commercial retail electric customers in the County;
9. Maintain the marketing ability to reach all ComEd or Ameren residential and small commercial retail customers in the County to educate them on the terms of the Aggregation Program and the Act;
10. Maintain a call center capable of handling calls from Members of the Aggregation Group;
11. Maintain a local or toll-free telephone number for customer service and complaints related to the County's Aggregation Program;
12. Agree to hold the County financially harmless and fully indemnifying the County from any and all financial obligations arising from supplying power to the Aggregation Group;
13. Satisfy the credit requirements of the State of Illinois and the County;
14. Have the binding authority (to the satisfaction of legal counsel for the County) to execute the Power Supply Agreement with the County and be fully bound by all of its terms and conditions;
15. Affirm the Provider, it's parent companies, subsidiaries and affiliates are not barred from entering into this agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a violation of 820 ILCS 130/1 *et seq.* (Illinois Prevailing Wage Act).
16. Assist the County in filing all reports required by the Act and any applicable law, rule

- or regulation, as may be amended from time to time;
17. Assist the County in developing a Consumer Education Plan; and
  18. Assist the County in developing a smart-meter program.

D. Activation of Service

After a notice is mailed to all residential and small commercial retail electric customers in the unincorporated limits of County providing an opportunity to opt-out of the Program within a specific period of time, all customers who do not opt-out will be automatically enrolled in the Program. Customer enrollment with the Provider will occur thereafter, without further action by the customer, on terms set forth in the Power Supply Agreement and according to the retail tariffs of Commonwealth Edison or Ameren, as applicable.

E. Changes, Extension or Renewal of Service

The Power Supply Agreement with the Provider will identify when service shall begin and end. If the Power Supply Agreement is extended or renewed, Members will be notified as to any change in rates or service conditions and other information required by law. The Power Supply Agreement shall describe the terms upon which a Member or non-member will be given an opportunity to opt into or out of the Program. Members and non-members will receive reasonable notice regarding these opportunities as required by the Act or any applicable law. Members must be permitted to opt-out upon receiving notice of a rate change. Members who opt-out will also be notified of their right to select an alternate retail electric supplier and of their ability to return to ComEd or Ameren provided supply service.

F. Termination of Service

In the event that any Power Supply Agreement is terminated for any reason prior to the end of the scheduled term, each Member of the Aggregation Group will receive prompt written notification the Program has been terminated at least sixty (60) days prior to termination of service under the Agreement. If the Agreement is not extended or renewed, Members will be notified in a manner determined by the County and any applicable law, prior to the end of any service. Members will also be notified of their right to select an alternate retail electric supplier and of their ability to return to ComEd or Ameren supply service upon termination of the Agreement.

G. Opt-In Procedures

ComEd or Ameren residential and small commercial retail customers will be automatically enrolled in the Aggregation Program after any opt-out period has expired, unless they timely call the Provider's 800 number or return a form notifying the Provider that they do not want to participate in the Aggregation Program. If directed by the County, the Provider must provide special notice directly to categories of ComEd or Ameren customers and inform such customers of specific potential consequences of their change from existing service to the Program, including but not limited to (i) space heating customers, (ii) Real Time (Hourly) pricing customers, and (iii) customers using an electrical supplier other than ComEd, Ameren,

or the Provider. ComEd or Ameren residential and small commercial retail customers in the unincorporated limits of the County may request to join the Aggregation Group after the expiration of any enrollment period by contacting the Provider, who shall accept them into the Aggregation Program, subject to written policies mutually agreed upon between the County and the Provider in the Power Supply Agreement. The agreed upon policy shall be consistent with ComEd or Ameren's supplier enrollment requirements. Members of the Aggregation Group who move from one location to another within the unincorporated limits of the County shall continue as a Member of the Aggregation Group.

#### H. Opt-out Disclosure Procedures

ComEd or Ameren residential and small commercial retail customers in the County may opt-out of the Aggregation Program at any time during the opt-out period. The Provider may or may not charge an early termination fee. Members of the Aggregation Group will be allowed to switch to a different electric supplier after the expiration of the opt-out period on the terms set forth in the Power Supply Agreement, but Members shall be allowed to opt-out at least every three years. Requirements for notification of intent to opt-out of the Aggregation Group shall be set forth in the Power Supply Agreement. Consumers who opt-out of the Aggregation Group will not be switched from their current supplier or their ComEd or Ameren Standard Service Offer, until the consumer selects an alternate generation supplier. As required by the Act, it shall be the duty of the County or the Provider, if so provided in the Power Supply Agreement, to fully inform residential and small commercial retail customers in the County, in a timely manner, that they have the right to opt-out of the Aggregation Program. Such disclosure shall prominently state the charges the customer may incur in choosing to opt-out of the Program, if any, and shall fully disclose the customer's option to obtain services through traditional means under Section 16-103 of the Public Utilities Act, including, the cost to obtaining these services, the method of accessing these services, and the fact that these services are available to them without penalty, as long as they are currently receiving services under that section. As further required by the Act, the IPA shall furnish, without charge, to any resident of the County, a list of all supply options available to them in a format that allows comparison of prices and products.

#### I. Bid Process

The County may elect to hold an individual bid or participate in a group bid. If the County elects to participate in a group bid, the County will use a Registered Agent, Broker, Consultant ("A/B/C") to assist with the group bid. The County will not delegate any signing authority to the A/B/C or any other entity, but will make its own decision to accept or reject their individual bid resulting from the group bid. Suppliers will present individual bids to each community participating in the bid group. The A/B/C will create an advisory group, representing and consisting of those communities participating in the bid, to determine the bid winner(s) on the day of the bid. The A/B/C will then recommend that each county, city or village accept the bid winner's individual bid for that county, city, or village. The County will then decide to accept or reject their individual bid. Whether or not each community participating in the bid accepts or rejects their individual bid will have no impact upon the individual bids of the other communities.

### V. MISCELLANEOUS GOVERNANCE GUIDELINES

- C. The County will require any Provider to disclose any subcontractors that it uses in fulfillment of the services described above in the Power Supply Agreement and require all subcontractors be bound by the terms of the Power Supply Agreement.
- D. The County will require the Provider to maintain either a toll-free telephone number, or a telephone number that is local to the Members for purposes of customer service, complaints and general information relating to the Aggregation Program.

**VI. LIABILITY**

THE COUNTY SHALL NOT BE LIABLE TO RESIDENTIAL AND SMALL COMMERCIAL ELECTRIC RETAIL CUSTOMERS IN THE UNINCORPORATED LIMITS OF THE COUNTY FOR ANY CLAIMS, HOWEVER STYLED, ARISING OUT OF THE AGGREGATION PROGRAM OR THE AGGREGATION SERVICES PROVIDED BY THE COUNTY OR THE PROVIDER. RESIDENTIAL AND SMALL COMMERCIAL ELECTRIC RETAIL CUSTOMERS IN THE UNINCORPORATED LIMITS OF THE COUNTY SHALL ASSERT ANY SUCH CLAIMS SOLELY AGAINST THE PROVIDER PURSUANT TO THE POWER SUPPLY AGREEMENT, UNDER WHICH SUCH RESIDENTIAL AND SMALL COMMERCIAL ELECTRIC RETAIL CUSTOMERS IN THE UNINCORPORATED LIMITS OF THE COUNTY ARE EXPRESS THIRD-PARTY BENEFICIARIES.

**VII. INFORMATION AND COMPLAINT NUMBERS**

Copies of this Plan shall be available from the County, free of charge. Members and residential and small commercial retail customers of ComEd or Ameren may call Progressive Energy Group office at 630-882-6100 for a copy of the Plan or for more information.

## **Appendix A -- Education Process**

The Provider shall develop the educational program in conjunction with the County. Its purpose will be to (1) explain the Aggregation Program to its members, (2) provide updates and disclosures as mandated by State law and the rules and regulations of any applicable Illinois agency, and (3) provide the opportunity for the Members to opt-out of the Aggregation Program. The following are components of the education program:

1. Each residential and small commercial retail customer of ComEd or Ameren, within the unincorporated limits of the County will receive notification by U.S. Mail stating: (1) the meaning Aggregation Program, (2) the procedure which must be followed to opt-out of the Aggregation Program, (3) the estimated price of electricity for a Member of the Aggregation Program, and (4) the deadline for returning the Opt-out form.
2. The Provider shall cooperate with the County to provide opportunities for educating residential and small commercial retail ComEd or Ameren customers in the unincorporated limits of the County about the Program and their rights under the applicable law, rules and regulations. In addition, the Provider and County will cooperate to provide education about opportunities for energy efficiency measures to help Members reduce energy consumption.
3. The Provider will provide updates and disclosures to the County and Members as mandated by applicable State law, rules, and regulations, as amended from time to time.