

CITY OF COLUMBIA, ILLINOIS

ORDINANCE NO. 2998

**AN ORDINANCE AMENDING THE ELECTRICITY
AGGREGATION PROGRAM AGREEMENT BY
AND BETWEEN THE CITY OF COLUMBIA,
ILLINOIS, AND HOMEFIELD ENERGY**

Adopted by the
City Council
of the
City of Columbia, Illinois
this 4th day of February, 2013

Published in pamphlet form by
authority of the City Council
of the City of Columbia,
Illinois, this 4th day
of February, 2013

FEB - 4 2013

J. Ronald Colyer
City Clerk

ORDINANCE NO. 2998

**AN ORDINANCE AMENDING THE ELECTRICITY
AGGREGATION PROGRAM AGREEMENT BY
AND BETWEEN THE CITY OF COLUMBIA,
ILLINOIS, AND HOMEFIELD ENERGY**

WHEREAS, the City of Columbia, Monroe and St. Clair Counties, Illinois ("City") is a duly created, organized and validly existing municipality of the State of Illinois under the 1970 Illinois Constitution and the laws of the State of Illinois, including particularly the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto; and

WHEREAS, Section 1-92 of the Illinois Power Agency Act ("Act"), 20 ILCS 3855/1-92, permits a municipality, if authorized by referendum, to adopt an ordinance by which it may operate a program to solicit bids and enter into service agreements for the sale and purchase of electricity and related services and equipment to residential and small commercial customers who do not opt-out of such a program; and

WHEREAS, the City participates in an electricity aggregation program pursuant to the Act; and

WHEREAS, on May 8, 2012, the City entered into that certain Aggregation Program Agreement ("Agreement") with Ameren Energy Marketing d/b/a Homefield Energy ("Homefield") establishing Homefield as the supplier for the City's electricity aggregation program; and

WHEREAS, although the Agreement provided for opt-out procedures immediately following the implementation of the electricity aggregation program, the Agreement did not outline opt-out procedures for new accounts; and

WHEREAS, the City and Homefield now desire to amend the Agreement to include opt-out procedures for new accounts that are enrolled in the City's electricity aggregation program.

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Columbia, Illinois, as follows:

Section 1. That the preceding recitations in the upper part of this Ordinance are realleged, restated and adopted as paragraph one ("1") of this Ordinance.

Section 2. The City Council of the City of Columbia, Illinois, does hereby authorize and direct the Mayor to execute and deliver the document entitled "Amendment to Aggregation Program Agreement By and Between the City of Columbia, Illinois, and Homefield Energy", in the form attached hereto, which Amendment is hereby approved as to form, in as many counterparts as the Mayor shall determine, and the City Clerk is hereby authorized and directed to attest the same and affix thereto the corporate seal of the City.

Section 3. This Ordinance shall be in full force and effect following its passage and publication in pamphlet form, as provided by law.

Alderman Ebersohl moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Reis, and the roll call vote was as follows:

YEAS: Aldermen Ebersohl, Agne, Niemietz, Roessler, Huch, Mathews and Reis.

NAYS: None.

ABSENT: None.

ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 4th day of February, 2013.



KEVIN B. HUTCHINSON, Mayor

ATTEST:



J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF PUBLICATION

I, J. Ronald Colyer, certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois.

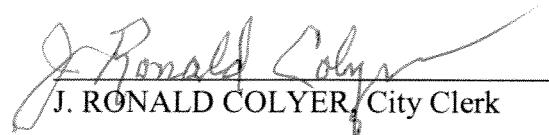
I further certify that on the 4th day of February, 2013, the Corporate Authorities of the City of Columbia, Illinois, passed and approved Ordinance No. 2998 entitled:

**“AN ORDINANCE AMENDING THE ELECTRICITY
AGGREGATION PROGRAM AGREEMENT BY
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which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 2998, including the ordinance and a cover sheet thereof, was prepared, and a copy of such ordinance was posted in the Columbia City Hall, commencing on February 5th, 2013 and continuing for at least ten (10) days thereafter. Copies of such ordinance were also made available for public inspection upon request in the office of the City Clerk.

DATED at Columbia, Illinois this 4th day of February, 2013.



J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF TRUE COPY

I, J. Ronald Colyer, hereby certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois, and as such I am the keeper of the books, records, files and corporate seal of said City.

I do further certify that Ordinance No. 2998, entitled:

**“AN ORDINANCE AMENDING THE ELECTRICITY
AGGREGATION PROGRAM AGREEMENT BY
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to which this certificate is attached, is a true, perfect, complete and correct copy of said ordinance as adopted at a regular meeting of the Columbia, Illinois, City Council held on the 4th day of February, 2013.

IN WITNESS WHEREOF, I have made and delivered this certificate for the uses and purposes hereinabove set forth this 4th day of February, 2013.


J. RONALD COLYER, City Clerk

(SEAL)

AMENDMENT TO AGGREGATION PROGRAM AGREEMENT

BY AND BETWEEN

THE CITY OF COLUMBIA, ILLINOIS, AND HOMEFIELD ENERGY

This Amendment (“Amendment”) to the Aggregation Program Agreement By and Between the City of Columbia, Illinois (“City”) and Ameren Energy Marketing d/b/a Homefield Energy (“Vendor” or “Homefield Energy”) is entered into this _____ day of _____, 2013.

WHEREAS, Section 1-92 of the Illinois Power Agency Act (“Act”), 20 ILCS 3855/1-92, permits a municipality, if authorized by referendum, to adopt an ordinance by which it may operate a program to solicit bids and enter into service agreements for the sale and purchase of electricity and related services and equipment to residential and small commercial customers who do not opt-out of such a program; and

WHEREAS, the City participates in an electricity aggregation program pursuant to the Act; and

WHEREAS, on May 8, 2012, the City entered into that certain Aggregation Program Agreement with Homefield Energy (“Agreement”) establishing Homefield Energy as the supplier for the City’s electricity aggregation program; and

WHEREAS, although the Agreement provided for opt-out procedures immediately following the implementation of the electricity aggregation program, the Agreement did not outline opt-out procedures for new accounts; and

WHEREAS, the City and Vendor now desire to amend the Agreement to include opt-out procedures for new accounts that are enrolled in the City’s electricity aggregation program.

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

1. Article 5(B)(2)(c) of the Agreement shall be amended to read as follows:

“New Accounts: Vendor shall facilitate the addition of new customer accounts to the Aggregation Program during the term of this Agreement. Members wishing to opt in to the Aggregation Program may contact the Vendor to obtain enrollment information. After the initial Opt-Out Process is completed, City and Vendor may establish protocols and procedures to hold additional Opt-Out Processes for eligible new residential and small commercial accounts that were not mailed Opt-Out notices in earlier Opt-Out rounds within the term of the ongoing aggregation. Any new accounts shall be able to enroll in the aggregation program under the

same terms, conditions, and pricing as accounts that were initially enrolled during the first Opt-Out round. However, newly enrolled accounts will only have the ability to participate in the ongoing aggregation program for the time remaining in the term of this Agreement with Vendor. Costs (for example for printing and mailing) associated with subsequent Opt-Out rounds will be paid in the same manner as for the initial Opt-Out round.”

2. All other terms and provisions of the Agreement, not amended hereby, shall remain in full force and effect.

VENDOR

Signed: _____

Name: _____

Title: _____

Date: _____

CITY

Signed: _____

Name: Kevin B. Hutchison

Title: Mayor of Columbia, Illinois

Date: _____

ATTEST:

J. Ronald Colyer, City Clerk

(SEAL)