

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AN AGREEMENT FOR CONSULTING SERVICES REGARDING  
AGGREGATION OF ELECTRICITY PROGRAM

WHEREAS, pursuant to Ordinance No. \_\_\_\_\_, the Aggregation of Electricity Program will be submitted to the voters and subject to the approval at the Consolidated Election on Tuesday, March 18, 2014; and

WHEREAS, the Township Board of Trustees has determined that it would be in the best interest of the Township to obtain the services of a consultant to assist the Township Staff in communicating with the public and then assisting the Township Staff in the implementation thereof; and

WHEREAS, the CLEAR Energy, Inc. (CLEAR) is willing to provide consulting services to the Township pursuant to an agreement, a copy of which is attached hereto and made a part hereof as Exhibit A.

NOW, THEREFORE BE IT RESOLVED BY THE SUPERVISOR AND BOARD OF TRUSTEES OF THE TOWNSHIP OF PALOS, COUNTY OF COOK, STATE OF ILLINOIS as follows:

SECTION 1: The Agreement for Consulting Services Regarding the Aggregation of Electricity Program, a copy of which is attached hereto as Exhibit A, is hereby approved.

SECTION 2: The Supervisor and Township Clerk are hereby authorized to execute said Agreement on behalf of the Township.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2013, on a roll call vote.

AYES: WOODS, LEBARRE, BRANNIGAN, RILEY & SCHUMANN (5)  
NAYS: NONE  
ABSENT: NONE

APPROVED:

Colleen Grant Schumann  
Township Supervisor

ATTEST:

Jane A. Nolan  
Township Clerk

**“Exhibit A”**

**AGREEMENT FOR CONSULTING SERVICES  
REGARDING THE PALOS TOWNSHIP  
AGGREGATION OF ELECTRICITY PROGRAM**

**THIS AGREEMENT** entered into this the 30<sup>th</sup> day of December, 2013 by and between CLEAR Energy Inc., LaGrange, Illinois (“CLEAR”) and the Township of Palos, an Illinois township, located in Cook County, Illinois (“Township”).

WHEREAS, on November 13, 2013, the Palos Township Board of Trustees adopted Resolution No. 2013-12, providing for the Submission to the Electors of the Township of Palos, Cook County, Illinois the Question Whether the Township Should Have the Authority under Public Act 096-0176 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, at the Consolidated Election will be held on Tuesday, March 18, 2014, the aggregation proposition will be submitted for approval by the voters of the Township of Palos, Cook County, Illinois.; and

WHEREAS, the Palos Township Board of Trustees has determined that it would be in the best interests of the township to obtain a consultant to assist the township in implementing the program; and

WHEREAS, CLEAR is experienced in providing consulting services to townships and municipalities in arranging for the supply of electricity and has assisted governmental authorities and another township in purchasing electricity for their residents.

NOW, THEREFORE, the parties hereto agree as follows:

**ASSISTANCE IN ARRANGING FOR THE SUPPLY OF ELECTRICITY**

If the aforesaid proposition is approved by the voters, Palos Township agrees to use CLEAR as its exclusive consultant in arranging for the supply of electricity for the duration of the initial contract of the aggregation program under the terms and conditions set forth herein.

CLEAR shall provide the Township with a list of potential suppliers and assist the Township in preparing a Request for Proposals from qualified suppliers capable of providing electricity to meet the needs of residential and small commercial retail customers within the Township who do not opt out of the program.

Upon the Township receiving responses to its Request for Proposals, CLEAR shall assist the Township in reviewing and evaluating the price and other terms and conditions in each proposal and the qualifications, including capacity and reliability, of each of the suppliers with the aim of obtaining the best price and most favorable terms and conditions for electricity supplied to residential and small commercial retail customers within the

Township who do not opt out of the program.

CLEAR shall investigate and advise the Township as to the potential for aggregating electricity supply with other municipalities and counties to leverage purchasing power, if there is an advantage to doing so.

Upon the Township selecting an electricity supplier, CLEAR shall assist the Township in negotiating the proposed contract.

In the event that the Township has not accepted a proposal from any of said suppliers and entered into a contract with such supplier within one hundred and twenty (120) days after this agreement is approved by the board and all other legal prerequisites are met, such as ComEd publishing its rates, the Township may at any time thereafter terminate this Agreement by giving CLEAR a 5-day written notice thereof without any financial or other obligation to CLEAR and seek a supplier from other sources.

#### ASSISTANCE IN PROVIDING INFORMATION TO RESIDENTIAL AND SMALL COMMERCIAL RETAIL CUSTOMERS

CLEAR shall assist the Township in providing information to residential and small commercial retail customers within the Township regarding the program through newsletters, interviews on the local cable television channel, group presentations, a website, etc.

Also, CLEAR shall also provide the following services as requested by the Township.

1. Train Township Staff to receive calls from residential and small commercial retail customers and assist in responding thereto.
2. Preparation and/or review of an Opt Out letter in conjunction with Supplier and securing a high level of readership thereof.
3. Work with the Supplier and ComEd to identify and make contact with "missing" customers who did not receive the Opt Out letter.
4. Manage data flow from Supplier to ComEd and vice versa to ensure that data is in required format.
5. Sort the ComEd data to ensure that customer classes are not included or excluded unless appropriate to do so.
6. Provide template document for Plan of Operation and Governance and assist in making any revisions thereto.
7. Lead public meetings as needed (no less than two).
8. Monitor the Program for the duration of the initial contract.
9. Perform such other duties and responsibilities as may be reasonably requested by Township Supervisor.

#### CONFIDENTIALITY

The Parties acknowledge that certain customer information obtained from ComEd and/or the Supplier must be held in confidence in accordance with legal requirements and



each of the Parties agree to fully comply with all of its legal obligations regarding confidential customer information.

#### CONFORMITY WITH LEGAL REQUIREMENTS

The Parties acknowledge that the Illinois Commerce Commission and the Illinois Attorney General's Office are in the process of holding hearings and/or conducting inquiries which may lead to the adoption and/or issuance of rules, regulations, directives and policies regarding the implementation of the Aggregation of Electricity Program. Each of the Parties agree to fully comply with all rules, regulations, directives and policies regarding the Aggregation of Electricity Program when and if adopted and/or issued by the Illinois Commerce Commission, the Illinois Attorney General's Office and/or any other governmental agency or authority. Also, the Parties agree to amend or otherwise modify this Agreement to conform to such rules, regulations, directives or policies to the extent that it may be necessary to do so.

#### CLEAR'S COMPENSATION

For all of the services provided hereunder, CLEAR's only compensation shall be its receipt of a fee from the supplier with whom the Township enters into a contract for a lump sum fee of SEVEN THOUSAND and NO/100 (\$7,000.00) only for the term of the first contract.

#### CONTINGENCY

This agreement is contingent upon said proposition be approved by the voters at the March 18, 2014 Consolidated Election and all other legal prerequisites being met, and shall automatically terminate if said proposition fails to be approved by the voters or all other legal prerequisites are not met.

#### TERM

If said proposition is approved by the voters, the term of this Agreement shall extend for a period ending June 1, 2016.

#### TERMINATION

Either Party may terminate this Agreement upon giving the other Party a 10-day written notice thereof if the other Party is in breach of any term, condition or provision of this Agreement, provided that the Party in breach shall be allowed to cure said breach within said 10-day period.

#### NOTICES

All requests, notices, demands, authorizations, directions, consents, waivers or other documents required by this Agreement shall be in writing and shall be delivered in person to, or shall be mailed by certified or registered mail, postage prepaid, addressed as follows:

If to CLEAR: James R. Seay  
CLEAR Energy, Inc.  
5419 South Brainard Avenue,  
LaGrange, IL 60605

If to TOWNSHIP: Palos Township  
10802 S. Roberts Road  
Palos Hills, Illinois 60465  
Attn: Palos Township Supervisor

#### OTHER PROVISIONS

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, provided that any such assignment is approved in writing by the other Party.

Each Party hereto expressly warrants and represents to the other Party that it has been duly authorized to execute this Agreement and to perform all of the obligations contained herein. If any provision of this Agreement is held invalid, such provision shall be deemed to be removed here from and the invalidity thereof shall not affect any of the other provisions contained herein.

The failure of either Party to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, imposed upon the other Party, shall not be construed as a waiver or relinquishment of such Party's rights thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

No amendment, modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless and until such change is reduced to writing and approved by the duly authorized representative of each Party.

#### APPLICABLE LAWS

This Agreement shall be governed by the laws of the State of Illinois. In any legal action relating to this Agreement, venue shall lie in the Circuit Court of Cook County, Illinois.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the aforesaid date at Palos Hills, Cook County, Illinois.

TOWNSHIP OF PALOS

By:

  
Supervisor

CLEAR Energy Inc.

By:

  
Its Chief Executive Officer

Attest:

  
Palos Township Clerk

Date:

December 20, 2014