

Will Electric Aggregation Group

The Will Electric Aggregation Group has selected FirstEnergy Solutions as the supplier for the Electric Aggregation Program. The group selected a 24 month term running from September of 2012 to September of 2014. The program is 100% Green.

ComEd	FirstEnergy Solutions	Savings
8.32 ¢/kWh ₁ (10/1/12-5/31/13)	4.83 ¢/kWh	42% ₂

FirstEnergy Solutions Corp. provides competitive electric generation supply and other energy-related products and services to over 1.5 million customers, and is a licensed supplier in Illinois, Ohio, Pennsylvania, New Jersey, Maryland and Michigan. Residents with questions can contact First Energy Solutions online, by phone or mail.

FirstEnergy Solutions
341 White Pond Dr.
Bldg. B-3
Akron, Ohio 44320
www.fes.com, click "Contact Us"
1-866-636-3749

Key Terms of the Program:

Price Match:

Should the ComEd Tariffed Service rate for the enrolled participants be set below the current aggregation price, FirstEnergy Solutions reserves the right to terminate the service and return the participants to the Electric Utility or continue to serve them at a price equal to the ComEd rate.

Early Termination Fee:

There will not be a fee assessed for terminating the contract early, residents are free to leave the program at any time.

Move Ins-Joining the Program:

FirstEnergy Solutions is committed to providing price protection by accepting and enrolling eligible accounts in the program at any time, for the remainder of the term, at the same applicable discount/price.

1. ComEd's "Price to Compare" (www.ptuginillinois.com)
2. Savings calculated using only electric supply portion of bill. The Delivery portion of ComEd bill will not change.

INTERGOVERNMENTAL AGREEMENT

This Agreement made and entered into this 10th 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 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 Homer Glen
Attn: Village Manager
Village of Homer Glen
14933 S. Founders Crossing
Homer Glen, Illinois

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.

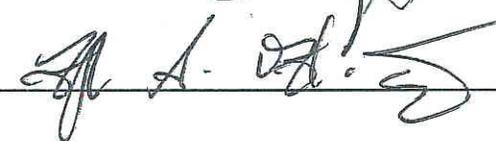
This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. Any one of such counterparts shall be sufficient for the purpose of proving the existence and terms 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 Village Board minutes with the motion authorizing the signing officials to execute this Agreement.

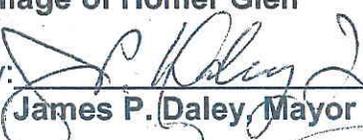
The undersigned representative(s) of the Member Villages hereby agree to the above terms and conditions of this Inter-Governmental Agreement.

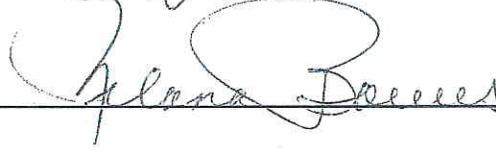
Will County Governmental League

By:  Date: 4/20/2012

Attest: 

Village of Homer Glen

By:  Date: **April 11, 2012**
James P. Daley, Mayor

Attest: 

Deputy Village Clerk
YELANA BOWES
Village of Homer Glen



(Attachment A)

This Consulting Agreement (the "Agreement") is dated as of January 12, 2011 (the "Effective Date"), and is made by and between DaCott Energy Services, Ltd., ("DaCott"), and Will County Governmental League ("Client") with respect to certain services provided by DaCott as described herein. The parties hereby agree to the following terms and conditions in connection with such services.

1. Services. DaCott agrees to provide consulting services for the Client, as more fully described in Exhibit A (the "Project(s)"). In the event the Client requests additional services related to a Project or a new Project, the scope of such additional services shall be as agreed by the parties and shall be governed by this agreement.

2. Compensation. The parties agree that DaCott will be compensated by Client for its professional fees for the Project(s) as listed in Appendix A. Compensation for any additional services provided by DaCott relating to the Project(s) shall be as agreed by the parties. DaCott acknowledges and states that neither the company nor any of its employees shall not and will not receive any other compensation from any vendor or supplier other than the compensation provided for in this paragraph and attached Appendix A.

3. Term. This Agreement shall begin on the Effective Date and continue for a the term of the contract agreed to with the Alternative Retail Electric Supplier, and then month to month thereafter, until cancelled by either party with 30 days written notice; provided there are no Projects listed on Exhibit A still in effect. In the event of any such termination, DaCott shall be compensated pro rata for professional fees and expenses incurred with respect to services performed through the effective date of termination in accordance with Section 2, but will not be entitled to any additional compensation.

4. Confidentiality. DaCott recognizes that certain confidential information concerning the Client will be furnished by the Client to DaCott in connection with the Project(s) ("Confidential Information"). DaCott agrees that any such information provided to it shall only be used for purposes stated in the contract and shall not be disclosed to any third party without the express written consent of the Client.

DaCott agrees that it will disclose Confidential Information only to those of its directors, officers, employees, advisors or agents who have a need to know such information, or to advisors to the Client. Confidential Information shall not include information that (i) is in the possession of DaCott prior to its receipt of such information from the Client, (ii) is or becomes publicly available other than as a result of a breach of this agreement by DaCott, or (iii) is or can be independently acquired or developed by DaCott without violating any of its obligations under this agreement.

The Client recognizes and confirms that DaCott (a) will use and rely primarily on the Confidential Information and on information available from public sources in performing the services contemplated by this agreement without having independently verified the same, and (b) does not assume responsibility for the accuracy or completeness of the Confidential Information or such other publicly available information.

In the event that DaCott receives a request to disclose all or any part of any Confidential Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee, such disclosure by DaCott shall not constitute a violation of this Agreement provided that DaCott (a) promptly notifies Client of the existence, terms and circumstances surrounding such request, (b) consults with Client on the advisability of taking available legal steps to resist or narrow such request, and (c) if disclosure of such Confidential Information is required or deemed advisable, exercises its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Confidential Information to be disclosed which Client designates.

5. Use of DaCott Name and Work Products. In connection with the Project(s), DaCott may furnish the Client with reports, analyses or other such materials (the "Materials"). Except to the extent otherwise required by law, including Illinois' Freedom of Information Act, the Client understands and agrees that any such Materials will be furnished solely for its internal use and may not be furnished in whole or in part to any other person other than its

4545 Bissonnet, Suite 125 · Bellaire, Texas 77401 · Phone: (713) 664-8600

Fax: (713) 664-8614 · www.dacott.com

directors, officers and employees without the prior written consent of DaCott. DaCott consents to the distribution of any of its work product to the municipalities participating in the Will County Governmental League program.

Except to the extent otherwise required by law, including Illinois' Freedom of Information Act, the Client may furnish Materials to its legal counsel, accountants or investment bankers who have been retained by the Client to provide services in connection with the Project(s) and who need to know such information in the performance of such services if (i) the Client informs each such person of the confidential nature of the Materials, (ii) each such person agrees not to disclose the Materials to any other person and to use the Materials solely in connection with the performance of its services to the Client, and (iii) each such person agrees that in connection with discussions with or disclosures to other third parties, it will not attribute any information contained in the Materials to DaCott.

In the event that the Client receives a request to disclose all or any part of any Materials under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee, or otherwise required by law, such disclosure by the Client shall not constitute a violation of this Agreement provided that the Client (a) promptly notifies DaCott of the existence, terms and circumstances surrounding such request, (b) consults with DaCott on the advisability of taking available legal steps to resist or narrow such request, and (c) if disclosure of such Materials is required or deemed advisable, exercises its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Materials to be disclosed which DaCott designates.

6. Work Product. Client shall have a perpetual, irrevocable, nontransferable, paid-up right and license to use and copy the Materials and prepare derivative works based on the Materials for its internal use, subject to the terms of Section 5. All other rights in the Materials, subject to the terms of Section 4, remain in and/or are assigned to DaCott. The parties will cooperate with each other and execute such other documents as may be appropriate to achieve the objectives of this Section.

Client acknowledges that DaCott may develop for itself, or for others, problem solving approaches, frameworks or other tools or information similar to the Materials and processes developed in performing the Project(s) and any additional Services, and nothing contained herein precludes DaCott from developing or disclosing such materials and information provided that the same do not contain or reflect Confidential Information.

7. Client Acknowledgment. It is the standing practice of DaCott to serve multiple clients within industries, including those with opposing economic interests, as well as counter-parties in potential and actual merger, acquisition and alliance transactions. DaCott is committed to maintaining the confidentiality of each client's information (generally as described in this agreement) in all such situations. Accordingly, the Client acknowledges the possibility and agrees that DaCott may have served, may currently be serving or may in the future serve other companies whose interests are adverse to those of the Client, including companies with whom the Client (i) competes; (ii) has a commercial relationship or potential commercial relationship (e.g., suppliers, distributors); (iii) enters into competitive bidding situations; and (iv) enters into or considers entering into merger, acquisition, divestiture, alliance or joint venture transactions. DaCott agrees that it will not do business with any member communities of the Will County Governmental League who choose not to be part of this Aggregation Program. The current list of member communities subject to amendment is; Aurora, Beecher, Bolingbrook, Channahon, Coal City, Crest Hill, Crete, Diamond, Elwood, Frankfort, Homer Glen, Joliet, Lemont, Lockport, Manhattan, Minooka, Mokena, Monee, Naperville, New Lenox, Orland Park, Peotone, Plainfield, Rockdale, Romeoville, Shorewood, Steger, Tinley Park, University Park, Wilmington, Woodridge, and the County of Will.

8. Independent Contractor. The parties agree that DaCott is an independent contractor to Client and will not be deemed an employee of Client for any purpose whatsoever. Without limiting the foregoing, all income taxes arising from or in connection with professional fees paid by Client to DaCott for the services provided under this Agreement shall be borne by DaCott. Neither party nor such party's directors, officers, employees or agents, shall bind or make any commitment on behalf of the other party.

9. Survival and Succession. This agreement shall survive the completion or termination of the Project(s) and any related services provided by DaCott. Further, this agreement, in its entirety, shall inure to the benefit of and be binding on the successors and assigns of the Client and DaCott.

4545 Bissonnet, Suite 125 · Bellaire, Texas 77401 · Phone: (713) 664-8600

Fax: (713) 664-8614 · www.dacott.com

10. **Assignment.** Neither of the parties hereto shall assign or transfer its interest in this Agreement or any portion thereof without the prior written consent of the other party. Client reserves the right to terminate the agreement if there is a change in Managing Partners or change in control of DaCott.

11. **Severability.** The various provisions and sub provisions of this Agreement are severable and if any provision or sub 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 provisions or sub provisions or parts thereof in this Agreement.

12. **Entire Agreement/Governing Law.** This Agreement (including Exhibit A) constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, oral and written, and may not be modified or amended except in writing signed by both parties. The laws of the State of Illinois, will govern all disputes arising out of or relating to this Agreement.

13. **Arbitration.** Any dispute, controversy or claim arising out of or in connection with, or relating to, this agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration. The arbitration shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association (the "AAA") in effect at the time of the arbitration, except as they may be modified by mutual agreement of the parties. The seat of the arbitration shall be Will County, Illinois, and the arbitration shall be conducted in English.

The arbitration shall be conducted by three arbitrators. The party initiating arbitration (the "Claimant") shall appoint an arbitrator in its request for arbitration (the "Request"). The other party (the "Respondent") shall appoint an arbitrator within 30 days of receipt of the Request. If by that date either party has not appointed an arbitrator, then that arbitrator shall be appointed promptly by the AAA. The first two arbitrators appointed shall appoint a third arbitrator within 30 days after the Respondent has notified Claimant of the appointment of Respondent's arbitrator or, in the event of a failure by a party to appoint, within 30 days after the AAA has notified the parties of its appointment of an arbitrator on behalf of the party failing to appoint. If the first two arbitrators appointed fail to appoint a third arbitrator within the time period prescribed above, then the AAA shall appoint the third arbitrator.

The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets.

14. **Contributions.** DaCott and its employees are prohibited from financial contributions to the political campaigns of any member of the Will County Governmental League, the Will Aggregation Group, or other Will County municipal officials. DaCott and its employees are further prohibited from providing any type of compensation to any municipal representative, elected official, or employee.

15. **Notices.** Any notices under this Agreement will be sent by certified or registered mail, return receipt requested, or by facsimile (provided that the sender received electronic confirmation of receipt by recipient) to the address specified below or such other address as the party specifies in writing. Such notice will be effective upon being sent as specified in this Section.

Will County Governmental League
3180 Theodore Street – Suite 101
Joliet, IL 60435
Fax: (815) 729-3536
Attn: Steve Quigley

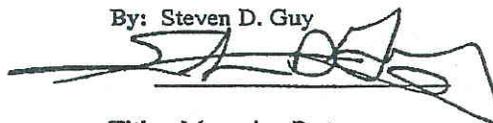
DaCott Energy Services, Ltd.
4545 Bissonnet, Suite 125
Bellaire, TX 77401
Fax: (713) 664-8614
Attn: Scott M. Childs

By:



Title: Executive Director

By: Steven D. Guy



Title: Managing Partner

4545 Bissonnet, Suite 125 · Bellaire, Texas 77401 · Phone: (713) 664-8600
Fax: (713) 664-8614 · www.dacott.com

Date: 2/3/12

Date: 2/9/2012

EXHIBIT A

PROJECTS

DaCott will assist WCGL and its members with designing and implementing the aggregation of energy supply services for the member's residents and small commercial accounts. This will include educational meetings along with assistance in preparing and submitting the referendum, support in preparation prior to the vote of the referendum, development of the aggregate energy supply program, coordinating with ComEd in gathering and organizing customer load and account data, preparing the load analysis, preparing the bid format to be submitted to electric suppliers for electric product pricing, evaluating submitted offers and presenting the findings to WCGL, negotiating executable supply contracts and ongoing support for future supply contracts beyond the initial term.

The scope of DaCott's services shall be as described below and subject to any changes as mutually agreed to by the parties.

Presentations and Education to WCGL and Members

- History of aggregation
- The aggregation process
- Evaluation of competitive bidding processes
- Operation and Governance Plan
- Switching and on-going support from DaCott & Alternative Retail Electric Suppliers (ARES)

Referendum Process

DaCott will assist WCGL and the members in developing the referendum aggregation program to be presented at the city council meetings. This will include the following:

- DaCott to prepare the presentations or template mailings for the members
- If requested, DaCott will make the presentations at the public hearings

4545 Bissonnet, Suite 125 · Bellaire, Texas 77401 · Phone: (713) 664-8600

Fax: (713) 664-8614 · www.dacott.com

- DaCott agrees to develop and maintain a website which is accessible to the general public which will contain at a minimum, a FAQ section, history of electrical aggregation, history of DaCott, and typical Q&A section.
- DaCott agrees to be accessible for meetings with Local Media and member municipalities and its mayors and governing boards.
- DaCott will provide a phone number and response team where the public can call in with questions and get responses regarding electric aggregation.
- DaCott will provide within 10 days of the execution of this agreement a timetable setting forth it's timeline for marketing the referendum.

Operation and Governance Plan

- DaCott will assist the WCGL in preparing a unified Plan of Operations and Governance for all participating communities
- The Plan of Operation and Governance shall include but not be limited to the following:
 - Bidding/Contract Procedures
 - Determination of Rates and Other Charges
 - Determination of Eligible Customer Pool
 - Opt-Out Process
 - Customer Classes Included
 - Billing Procedures
 - Credit/Deposit Requirements
 - Procedures for Handling Customer Complaints and Dispute Resolution
 - Moving into the Village
 - Moving within the Village and Maintaining the Same Account Number
 - Joining the Aggregation Group after Opting-Out
 - Reliability of Power Supply
 - Supplier Qualification Selection Criteria
 - Legal Qualifiers

Aggregation and Load Analysis

- DaCott will request the historical load and account data from the utility and will manage this data in coordination with the proposed and selected supplier(s)
- DaCott will analyze the load data to be presented to the suppliers for pricing
 - Residential
 - Small commercial
 - Combined residential and small commercial
- DaCott will prepare and maintain a database of all historical load based upon availability from ComEd

RFP and Selection Process

- DaCott will prepare the Request for Proposal (RFP) to be sent to the ARES
- Send RFP to ARES
- Negotiate contract specifics with suppliers
- Review and prepare analysis of indicative pricing from ARES
- Evaluate existing risk and opportunity issues
- Make recommendation of ARES to WCGL board
 - Pricing
 - Term
 - Contract terms
- Notify the winning bidder and begin the aggregation process
 - Monitor the switching reports process of the selected ARES

Continued Energy Market Monitoring

DaCott will continue to monitor the aggregation program and available market opportunities with the selected ARES as well as potential alternate suppliers with the objective of preparing a cost based risk management program to allow for contract extensions beyond the initial term.

DaCott will provide regular reporting to WCGL on the status of the aggregation program, current market conditions and opportunities for future supply availability.

Professional Fees and Expenses

DaCott will be paid with a usage based fee, tiered for the number of accounts in the aggregation group. The rates per kw/h will be as follows:

Number of Accounts	Rates per kw/h
0-74,999	\$0.00025
75,000-149,999	\$0.0002
150,000 +	\$0.00015

Fees will be capped at \$300,000.00 per year of the contract with a ARES, for WCGL Members. If communities outside of WCGL membership are added to the aggregation pool, they will be added at the prevailing rate based on the number of total accounts in the aggregation group.