

RESOLUTION NO. 2009-09-031R

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN
INTERGOVERNMENTAL AGREEMENT FOR INTERVENTION BEFORE THE ILLINOIS
COMMERCE COMMISSION IN AMEREN ELECTRICITY CASES
(Fiscal Year 2009-2010)**

WHEREAS, the City of Urbana, an Illinois municipal corporation, has a population in excess of 25,000 and is a home rule entity pursuant to Article 7, §6 of the Constitution of the State of Illinois and 65 ILCS 5/1-1-10; and

WHEREAS, Ameren periodically file cases before the Illinois Commerce Commission, wherein it seeks significant rate increases; and

WHEREAS, it is in the economic interests of the City of Urbana and its citizenry to intervene in such a utility case in cooperation with the City of Champaign and other Central Illinois municipalities, and

WHEREAS, it has, from time to time, proven to be economically prudent to share the costs of intervention in utility cases with other interested communities; and

WHEREAS, Section 10 of Article VII of the 1970 Illinois Constitution and "The Intergovernmental Cooperation Act" (5 ILCS 220/, et seq.) provide for intergovernmental cooperation by and between municipalities;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That the **INTERGOVERNMENTAL AGREEMENT FOR INTERVENTION BEFORE THE ILLINOIS COMMERCE COMMISSION IN AMEREN ELECTRICITY CASES**, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Agreement as

so authorized and approved for and on behalf of the City of Urbana, Illinois.

Section 3. That the Mayor is authorized to take such actions as are required of the City under the Agreement.

PASSED by the City Council this _____ day of _____,
_____.

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____,
_____.

Laurel Lunt Prussing, Mayor

**INTERGOVERNMENTAL AGREEMENT
FOR INTERVENTION BEFORE THE ILLINOIS COMMERCE COMMISSION IN
AMEREN ELECTRICITY CASES**

WHEREAS, reliable and low cost electric service is essential for the economic health of the each of the communities entering this Agreement; and

WHEREAS, Ameren Corporation delivers electric service to all the members to this Agreement through AmerenCILCO, AmerenCIPS or AmerenIP; and

WHEREAS, the parties and their individual, commercial, and industrial residents purchase substantial energy services from the above-named businesses; and

WHEREAS, the parties believe it is in the best interest of their communities to be actively involved in reviewing the cases filed with the Illinois Commerce Commission by Ameren to increase electric service rates; and

WHEREAS, Section 10 of Article VII of the 1970 Illinois Constitution and “The Intergovernmental Cooperation Act” (5 ILCS 220/, et seq.) provides for intergovernmental cooperation;

NOW, THEREFORE, the parties agree as follows:

Section 1. In General. All the participants in this Agreement receive electric services from Ameren. Periodically, Ameren files a rate case with the ICC requesting rate increases in their delivery and transmission rates and such rate cases move quickly through the ICC rate making process. It is the purpose of this Agreement to provide for the participants' ability to effectively intervene in such rate cases by combining together regularly, and jointly sharing costs.

Section 2. Original Members. The CITY OF CHAMPAIGN, ILLINOIS (Champaign), the CITY OF URBANA, ILLINOIS (Urbana), the CITY OF BLOOMINGTON, ILLINOIS (Bloomington), the TOWN OF NORMAL, ILLINOIS, (Normal), the CITY OF DECATUR, ILLINOIS (Decatur) , and the CITY OF PEORIA , ILLINOIS (Peoria) each shall be designated an "Original Member".

Section 3. Additional Parties. Other governmental agencies may become members to this Agreement by agreeing to the terms herein. Fully Participating members shall contribute financially to these undertakings in a proportionate amount according to the terms provided in this Agreement and shall have the same rights and responsibilities as Original Members. If an additional member becomes a Fully Participating Member during the course of a particular ICC proceeding, the total costs for that particular proceeding after Preliminary Review shall be shared with the new Member. Any reference to Members in this Agreement means all Original Members and Fully Participating Members who have not terminated their participation as provided in Section 9.

In addition to Members, other units of local government who are concerned about cost increases in electric rates may join with the Members in participating in specific cases before the Illinois Commerce Commission (ICC). Such parties shall be designated as Partners. Partners may participate in cases on a case by case basis with a contribution of funds in any amount. Partners shall receive the same Case Reports as Members for the case in which they are participating. When a Partner has made a contribution towards the expenses of a specific case, the Lead Agency will request that the ICC add such Partner as an additional party Intervener to that case.

Section 4. Lead Agency. Champaign shall be the initial lead agency on behalf of the Members. The Lead Agency shall be rotated regularly among the Members as jointly agreed upon by the Executive Committee. The Lead Agency shall have the following responsibilities:

1. Contracts. Prepare Requests for Proposals; enter into contracts for professional services in connection with intervention into Illinois Commerce Commission (ICC) cases; and supervise the professional service providers in the course of intervention into the ICC cases. These professional services shall be for expert witnesses and legal services and such additional services as the Executive Committee shall authorize. The Lead Agency on behalf of the Members shall contract for services desirable or necessary to facilitate the intervention including without limitation, financial, legal, and engineering consultants. Such contracts shall be entered into as expeditiously as possible in order to maintain the case schedule designated by the ICC Administrative Law Judge. Any contractual limitations in use of the work product of service providers in these cases shall be applicable to Members in the same manner as applied to the Lead Agency.

2. Reports. The Lead Agency shall cause reports to be sent periodically to the members and make available copies of work produced by services purchased under this Agreement.

3. Meetings. The Lead Agency will arrange for meetings of the Executive Committee, if necessary.

Section 5. Executive Committee. The Executive Committee shall consist of one contact person designated by each Member. Changes in the contact person may be made at any time by a Member upon notice by email or letter to the contact person of the Lead Agency. The Executive Committee may take any action by vote of a majority of those in attendance at a meeting or voting by email or telephone confirmed by email, provided that at least 3 Original

Members vote. Approval by a majority of those voting is necessary to take the following actions:

1. Approve a budget for a particular case intervention, and the issues on which the Members will intervene; and
2. Approve the position to be taken by Interveners in any expert testimony to be submitted to the ICC.

Section 6. Participation in Particular ICC Proceedings. When the Lead Agency receives notice of the filing by Ameren of a rate making proceeding, the Lead Agency shall arrange for a Preliminary Review of the filing to determine if issues of interest to the Members are present. Upon receipt of the Preliminary Review, the Executive Committee will meet to determine the issues of interest and review a budget for the intervention. Members shall inform the Lead Agency of their official intent to intervene within 21 days of the Executive Committee meeting by approval of a Resolution in substantially the attached form. Any Member who decides not to participate in a particular ICC proceeding shall be liable in that case only for its proportionate share of the cost of the Preliminary Review.

Section 7. Cost Sharing. All current Members shall be proportionately liable for the cost of the Preliminary Review. All Members who have notified the Lead Agency that they wish to participate in the intervention after the Preliminary Review shall be proportionately liable for all costs, including for contractual services retained pursuant to Section 3. All costs are shared with the Members on the basis of population. Members shall be billed at the conclusion of the Preliminary Review and at the conclusion of the case, with costs required to be paid to consultants prior to that time being borne by the Lead Agency.

The Lead Agency will seek reimbursement for its own staff time or in house resources provided to support this project at the rate of 10% of the total cost billed by professional service contractors.

Section 8. Payment. Payment for attorney and expert services rendered under this Agreement shall be due to the Lead Agency within forty-five (45) days following receipt by each of the participants of an itemized statement of the services performed. Such statement shall describe the services rendered.

Section 9. Completion and Termination.

1. Any signatory to this Agreement may terminate this Agreement by giving no less than forty-five (45) days' written notice of the intent to terminate this Agreement. Notice shall be considered given when deposited in the United States mail, postage prepaid, and addressed to the City or Town Manager and the City or Town Attorney of the current Lead Agency. Until otherwise provided, such notice shall be given as follows:

City Manager
City of Champaign
102 North Neil Street
Champaign, IL 61820

City Attorney
City of Champaign
102 North Neil Street
Champaign, IL 61820

In the event of termination of this Agreement by any Member prior to completion and final payment by that participant, the participant will pay the Lead Agency its proportionate share of costs for all services performed actually rendered up to the effective date of termination. The Lead Agency shall notify all other members of the termination of a Member and recalculation of shares of remaining costs.

2. In the event any of the provisions of this Agreement are violated by any signatory, the aggrieved member may serve written notice upon the other the intention to terminate such Agreement, such notice to contain the reasons for the termination. Unless within five (5)

calendar days after the serving of such notice, the violation shall cease, and satisfactory Agreements for correction be made, the contract shall expire five (5) calendar days after such service. In addition to any other remedies available at law, the defaulting member shall be liable to the other members for any damages sustained by them based on the default. The terminating member shall pay the Lead Agency its proportionate share of the project costs up to the point of termination.

Section 10. Designated Contact Persons. Each member shall designate a representative who shall be the contact person concerning this Intergovernmental Agreement and a member of the Executive Committee. The Lead Agency shall maintain a current listing of the designated contact persons for each jurisdiction. For purposes of this Agreement, the designated contact person shall have authority to make decisions concerning direction in the case for such Member and shall be added to the service list to receive all filings in the case, if he/she so requests.

(THIS SPACE IS INTENTIONALLY LEFT BLANK)

CITY OF CHAMPAIGN, ILLINOIS

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

DATE: _____

Designated Contact Person:

Phone: _____

E-Mail: _____

CITY OF URBANA, ILLINOIS

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

DATE: _____

Designated Contact Person:

Address: _____

Phone: _____

E-Mail: _____

CITY OF BLOOMINGTON, ILLINOIS

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

DATE: _____

Designated Contact Person:

Address: _____

Phone: _____

E-Mail: _____

TOWN OF NORMAL, ILLINOIS

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Corporation Counsel

DATE: _____

Designated Contact Person:

Address: _____

Phone: _____

E-Mail: _____

CITY OF DECATUR, ILLINOIS

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

DATE: _____

Designated Contact Person:

Address: _____

Phone: _____

E-Mail: _____

CITY OF PEORIA, ILLINOIS

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Corporation Counsel

DATE: _____

Designated Contact Person:

Address: _____

Phone: _____

E-Mail: _____