



DEPARTMENT OF PUBLIC WORKS

Environmental Sustainability Division

m e m o r a n d u m

TO: Mayor Diane Wolfe Marlin and City Council Members
FROM: William R. Gray, Public Works Director
Scott R. Tess, Environmental Sustainability Manager
DATE: November 9, 2017
SUBJECT: Municipal Electric Aggregation Extension Offer

Background

The City of Urbana is 16 months into a 3 year agreement (June 1, 2016 through May 31, 2019) with Homefield Energy setting a competitively bid, fixed electricity price. State law allows municipalities to purchase electricity for residents and small businesses as a single or aggregated purchasing pool from retail electric suppliers on the open market, a process commonly known as municipal electric aggregation (MEA). Residents and small businesses may opt out of MEA, should they wish to remain on the Ameren Illinois default supply service or choose an alternative retail electric supplier.

Benefits From Aggregation

- a. **Lower prices.** By competitively bidding the purchase of electricity as a large group, a lower per kilowatt hour (kwh) price of electricity may be gained. This was certainly the case in 2012, when Urbana and other Good Energy cities obtained one of the lowest electricity rates in the state.
- b. **Green power.** A municipally led aggregation can incorporate the purchase of renewable energy credits equal to 100 percent of the electricity used by the aggregation group. With aggregation, the electric supplier's cost to purchase REC's is incorporated into the per kilowatt hour price that residents and small businesses in the aggregation group pay.
- c. **Price stability.** The price of electricity is fixed throughout the term of the aggregation agreement and will not fluctuate due to regulatory or market activities.

As electricity prices have declined recently, the City MEA consultant, Good Energy, has negotiated a price reduction within the current contract in exchange for an 18 month extension of the contract with the City's MEA electricity supplier. The cost for renewable energy credits (RECs), City fee, and consultant fee would remain the same. A summary is on the following page. Agreeing to a contract extension would trigger a new opt out notification to all residents (attached) informing them of their choice to take no action and remain part of the City's MEA program and attendant pricing, to opt out and return to Ameren Illinois Electric supply, or to choose a different alternative retail electric supplier.

Fiscal Impact

The \$0.00100 per kWh City fee generates approximately \$90,000 per year in revenues for the City. This will not change. The City expends approximately \$2,500 per year in staff time costs to operate MEA. The \$0.00075 per kWh consultant fee expends approximately \$67,500 per year in professional services fees. This, too, is unchanged. The City makes no upfront payments to our MEA consultant. A typical house would save an additional \$25 in 2018 and \$35 in 2020 as compared to the current MEA price.

Recommendation

It is recommended A Resolution Amending the City of Urbana-Homefield Energy Electric Aggregation Program Agreement Dated February 29, 2016, be approved, which authorizes the Mayor to execute the Amendment Letter, dated October 25, 2017.

Current Agreement:

Item	Price per kWh
Term	June 2016 – June 2019
Supply price	\$0.05775
RECs price	\$0.00057
City fee	\$0.00100
Consultant fee	\$0.00075
Total	\$0.06007

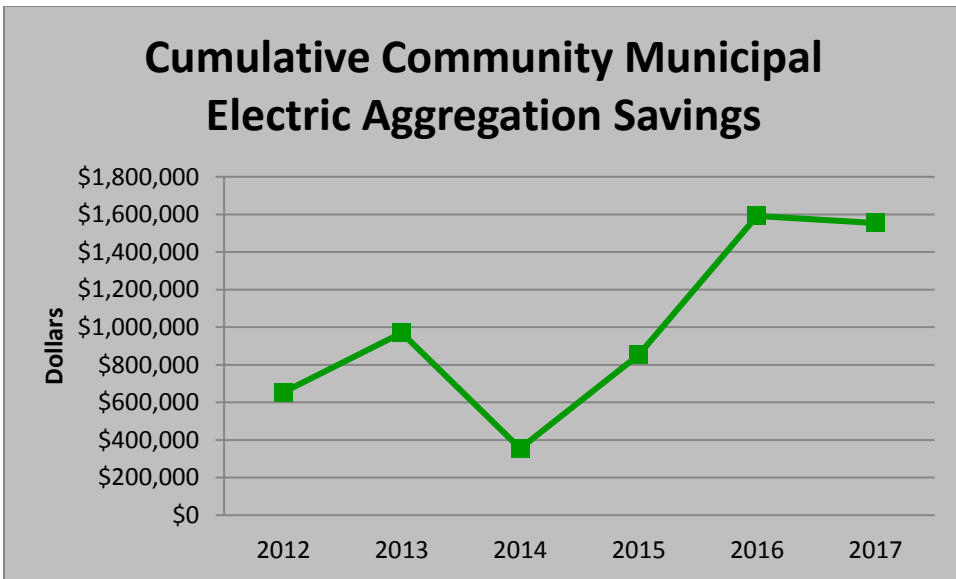
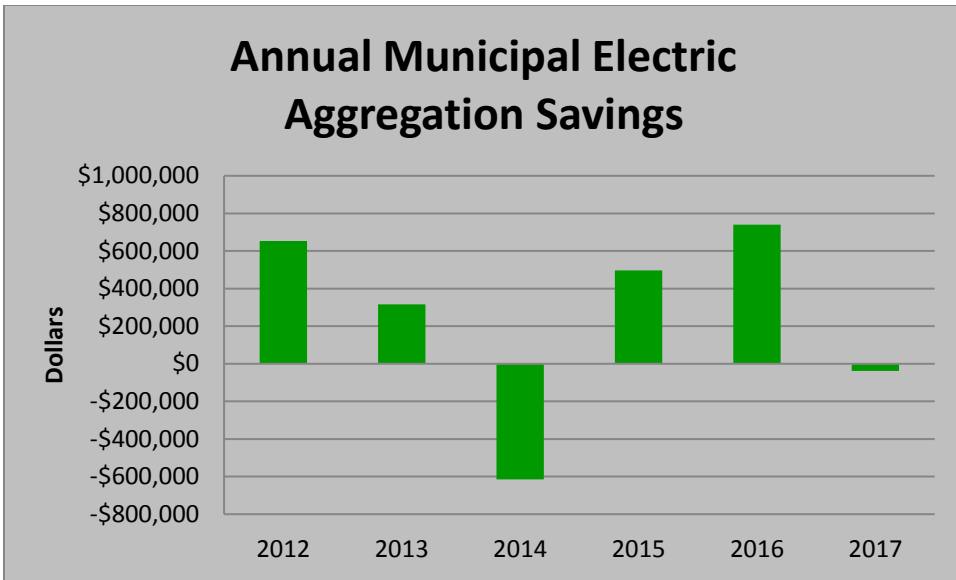
Agreement Amendment Offer:

Item	Price per kWh
Term	June 2016 – Jan 2018
Supply price	\$0.05775
RECs price	\$0.00057
City fee	\$0.00100
Consultant fee	\$0.00075
Total	\$0.06007

Item	Price per kWh
Term	Feb 2018 – June 2019
Supply price	\$0.05525
RECs price	\$0.00057
City fee	\$0.00100
Consultant fee	\$0.00075
Total	\$0.05757

Item	Price per kWh
Term	June 2019 – Dec 2020
Supply price	\$0.05421
RECs price	\$0.00057
City fee	\$0.00100
Consultant fee	\$0.00075
Total	\$0.05653

Municipal Electric Aggregation Performance Over Time As Compared to Ameren Supply Through June 2017



RESOLUTION NO. 2017-11-073R

**A RESOLUTION AMENDING THE CITY OF URBANA-HOMEFIELD ENERGY
ELECTRIC AGGREGATION PROGRAM AGREEMENT DATED FEBRUARY 29, 2016**

WHEREAS, the City of Urbana (“City”) is a home rule unit of local government pursuant to the Illinois Constitution of 1970, Article VII, Section 6; and

WHEREAS, Section 1-92 of the Illinois Power Agency 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, Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92 requires municipalities operating a municipal electric aggregation program to adopt a plan of operation and governance; and

WHEREAS, the City has adopted a municipal electric aggregation program and, heretofore, has adopted a municipal electric aggregation plan; and

WHEREAS, the City entered into an Aggregation Program Agreement (dated February 29, 2016) with Homefield Energy;

WHEREAS, Homefield Energy has offered the City an opportunity to provide reduced electrical rates for Urbana residents in consideration for extending the City’s Aggregation Program Agreement through December 2020; and

WHEREAS, the City Council deems it appropriate to now amend the Aggregation Program Agreement in order to take advantage of providing Urbana residents with further reduced electricity rates as more fully described in the exhibit attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana, Champaign County, Illinois, as follows:

Section 1. The amendment to the Aggregation Program Agreement (dated February 29, 2016) shall be and hereby is approved in substantially the form appended hereto and made a part hereof.

Section 2. The Mayor shall be and hereby is authorized to execute the amendment to the Aggregation Program Agreement (dated February 29, 2016) in substantially the form appended hereto and made a part hereof.

PASSED BY THE CITY COUNCIL this ____ day of _____, _____.

AYES:

NAYS:

ABSTENTIONS:

Charles A. Smyth, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, _____.

Diane Wolfe Marlin, Mayor

Hello:

We have very good news about your electric aggregation program! Good Energy has negotiated with Homefield Energy (Dynergy), the incumbent supplier, to *reduce your current municipal aggregation contract price*. Market prices have moved lower over the past year, and we have worked diligently with Homefield in order to develop an exclusive offer which reflects this opportunity. Please see details below:

- The attached offer is a contract amendment of your community's existing agreement signed in February 2016. It amends only the price and term length. All other terms and conditions remain unchanged.
- The offer will lower your community's current price by 2.5 mils. As an example, 5.85 cents/kWh becomes 5.6 cents/kWh. In June 2019, the price will automatically lower again to 5.496/kWh. See the attached amendment for your community's specific price schedule.
- The term will be extended by 18 months. Your current contract expires June 2019. The amendment will extend the term through December 2020.
- If your agreement includes the renewable energy option, civic fee, or both, these elements will remain unchanged.
- All other terms and conditions remain intact. *This is an amendment, not a new agreement.*
- The new price/term will trigger an opt-out process. Homefield will conduct the opt-out and enrollment procedure as it has done in the course of previous contract changes.
- Customers who do not opt out will be enrolled at the lower prices effective at the earliest billing period possible. Amendments executed prior to October 30, 2017 will experience the price change in January 2018. Amendments executed prior to November 24, 2017 will experience the price change in February 2018.

This is a unique opportunity to increase savings for your community. If your community would like to take advantage of this offer, please have an authorized representative execute the attached amendment and return to Gary Fogelman, Manager of Mass Markets, as soon as possible. In addition, we have attached a form for updating your current contact information. Please take a moment to fill in your community's most current contact information to ensure our records are up to date and email/fax the signed amendment and updated contact information sheet to:

Gary Fogelman, Manager Mass Markets

Email: gary@goodenergy.com

Fax: (212) 658-9584

Telephone: (212) 691-8647

If you have questions, please contact Gary or your Good Energy representative.

Thanks!



Tom Leigh | Director, Mid-West

[314.550.7624](tel:314.550.7624) | [866.955.2677](tel:866.955.2677) | F: [212.792.0223](tel:212.792.0223) | tom@goodenergy.com

October 25, 2017

City of Urbana
Attn: Mayor

Re: Aggregation Program Agreement dated February 29, 2016 (the "Original Agreement") between City of Urbana ("Municipality") and ILLINOIS POWER MARKETING COMPANY d/b/a HOMEFIELD ENERGY ("Supplier")

Dear Mayor:

This Amendment Letter is to extend the current Agreement at reduced rates. By executing this Amendment the Municipality understands that Supplier will conduct an opt-out process notifying eligible customers of the lower rate and term, along with conditions for participating in the program.

The parties to the Original Agreement acknowledge that the new rates also represent changes required for any reduction for the Renewable Portfolio Standard ("RPS") as a result of Public Act 99-0906 ("Future Energy Jobs Act a/k/a FEJA")(December 7, 2016) and shall account for the elimination of the Supplier's responsibility to charge for Illinois RPS beginning in June of 2019.

The Municipality originally selected 100% Renewable Power Option with Civic Contribution Fee of \$0.001. The below table will amend the current agreement by replacing the pricing table information on Exhibit A of the Original Agreement, attached hereto in its entirety, and inserting in its place the following:

Retail Power Price	Delivery Term:
\$0.05757/kwh	January 2018 meter read date through June 2019 meter read date
0.05653/kwh	June 2019 meter read date through December 2020 meter read date

Except as specifically amended hereby, the Agreement shall continue in full force and effect according to its original terms.

Sincerely,

Mark Fanning
Managing Director, Retail Business Operations

Signature page to follow

ILLINOIS POWER MARKETING COMPANY d/b/a
HOMEFIELD ENERGY

CITY OF URBANA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

HFE Agreement #M30106



EXHIBIT A: PRICING CONFIRMATION

(100 % Renewable Power Option with Civic Contribution Fee**))

This Exhibit A applies to the fully executed Aggregation Program Agreement dated 2/24/2016 between Illinois Power Marketing Company d/b/a Homefield Energy and the City of Urbana and forms a part thereof.

Customer Initial ONE box below to Elect Term and Price

	Retail Power Price	Delivery Term: 24 months
	\$ ____ /kwh*	June, 2016 meter read date through June, 2018 meter read date
	Retail Power Price	Delivery Term: 36 months
	\$ <u>0.0607</u> /kwh*	June, 2016 meter read date through June, 2019 meter read date
	Retail Power Price	Delivery Term: 42 months
	\$ ____ /kwh*	June, 2016 meter read date through December, 2019 meter read date

*In addition to the provisions in Section 5.D, the Retail Power Price shall be associated with the generation of electricity from a renewable energy resource, through purchases of RECs on Aggregation Members' behalf, such that the percentage shall equal 100 %. The Retail Power Price indicated above reflects energy that is procured from 100 % renewable resources and will be made available to Aggregation Members upon request.

**The Retail Power Price includes a civic contribution rate of \$.001 per KWh. Supplier shall pay Aggregator in monthly installments at said rate for all usage consumed and paid for by all Aggregation Members.

The Parties recognize all prices include Good Energy's fee of \$.00075/kilowatt-hour, which shall be paid to Good Energy by Supplier in monthly installments for the corresponding electricity consumption of participating accounts in Aggregator's program.

«Muni_name»
C/O Homefield Energy
1500 Eastport Plaza Dr.
Collinsville, IL 62234

OPT-OUT NOTIFICATION LETTER

«ACCOUNT_NAME»
«BILL_ADDR1»
«BILL_ADDR2»
«BILL_ADDR3»
«BILL_CITY», «BILL_STATE» «BILL_ZIP»

RE: Lower Rate for «Muni_name» Municipal Aggregation Participants

Previously, voters passed a referendum authorizing «Muni_name» to seek competitive electricity rates for eligible residential and small commercial retail customers by establishing an "opt-out" electric aggregation program. After a thorough bid process, Homefield Energy was selected as the supplier for contract term «OLD_CONTRACT_TERM» at the rate of «OLD_PRICE». «Muni_name» **renegotiated the contract to reduce the rate and extend the term of contract through December 2020**. Homefield Energy is an independent seller of power and energy service and is certified as an Alternative Retail Electricity Supplier by the Illinois Commerce Commission (ICC Docket No. 14-0015).

PROGRAM DETAILS

As an eligible participant, your account will be automatically enrolled in the program unless you choose to opt-out by **«opt out end date»**.

- Rates for the Program are **\$«PRICE1» per kWh** for time period **«CONTRACT_TERM1»** and be reduced to **\$«PRICE2» per kWh** for the time period **«CONTRACT_TERM2»**.
- There is no enrollment, switching or early termination fee.
- The rates are all-inclusive.

If you elect to opt-out your account will be returned to Ameren's current Electric supply rate of \$0.06167/kilowatt-hour. Information can be found at Illinois Commerce Commission website: www.pluginillinois.org and www.ameren.com.

NO CHANGES IN YOUR BILLING

You will continue to receive one monthly bill from Ameren Illinois. You will still be eligible for the same programs you are eligible for now through the utility, such as Budget Billing, payment agreements and energy efficiency programs. The only change will be in the Electric Supply price on your Ameren Illinois bill (<http://www.ameren.com/illinois/electric-choice/supply-costs>).

ENROLLMENT PROCESS

Once your account is enrolled, you will receive a confirmation letter from Ameren Illinois confirming your "switch" to Homefield Energy. Approximately 30 to 45 days after enrollment you will receive your first bill with your new Homefield Energy price. Please review the enclosed Terms and Conditions for additional information.

OPT-OUT INSTRUCTIONS

If you choose not to participate, you can elect to be removed from the Program by completing and returning the enclosed Opt-Out Card **or calling Homefield Energy at 866-694-1262** by **«opt out end date»**. If you have questions or need additional information about Municipal Aggregation or Homefield Energy, please visit www.Dynegy.com/Homefield for FAQs and community specific information. Homefield Energy Customer Care is available 8:00am to 7:00pm Monday through Friday at 866-694-1262 or via email at HomefieldCustCare@Dynegy.com.

Please be advised you also have the option to purchase electricity supply from a Retail Electric Supplier (RES) or from Ameren Illinois pursuant to Section 16-103 of the Public Utilities Act. Information about your options can be found at Illinois Commerce Commission website: www.pluginillinois.org and www.ameren.com. You may request from the Illinois Power Agency, without charge, a list of all supply options available to you in a format that allows comparison of prices and products.

Sincerely,
«Muni_name»

See Reverse for Frequently Asked Questions...

Electric Aggregation Program Frequently Asked Questions

Overview of Municipal Aggregation

What is Municipal Aggregation?

Illinois law allows municipalities and counties to negotiate the purchase price of electricity on behalf of residential and small business utility customers living within their borders. While these governmental entities choosing community aggregation would be responsible for negotiating the price of power from a supplier other than the traditional utility, your utility would still be responsible for delivering that power to your home, and billing you for it.

How can I get more information about the municipality or county's aggregation program?

Contact your municipality or county for information related to the referendum and the aggregation program. Additional resources can be found at:

<http://www.dynegy.com/homefield/municipal-aggregation/communities-we-serve>.

Eligibility and Enrollment

Who is eligible to participate?

Residential or small business customers located in the participating governmental entity boundaries may participate. Customers enrolled in real time pricing, Power Smart Pricing, or served by an alternative retail supplier may not be eligible.

How do I enroll?

It's simple. It's automatic. Unless you "opt-out" of the program, your eligible Ameren Illinois customer account will be enrolled in the program. You will receive a "switch" letter from your utility, Ameren Illinois, confirming your enrollment.

Do I have to participate in the municipal or county aggregation plan?

All eligible Ameren Illinois utility customers within the municipal or county boundaries will receive an opt-out notification letter via U.S. mail. You may "opt-out" by returning the Opt-Out card by the deadline date identified in your notification. If you choose to opt-out, your account remains with Ameren Illinois at the current utility rate.

What if I decide to opt-out after the opt-out deadlines have passed?

You may opt out at any time by calling our toll free number or sending us an email.

Rate and Term Information

What are the Rates and Terms for my Municipality or County?

A listing of communities served by Homefield Energy can be found at www.dynegy.com/homefield.com. Select your municipality or county to find the applicable rates, contract length, and the terms and conditions for your particular governmental entity. Customers who are enrolled in the program should see the changes on their monthly electric bill 45 to 60 days after enrollment.

Why does the price lower in June 2019?

Homefield Energy is committed to offering the lowest possible price to participants in municipal aggregation programs. Cost factors in the power market will change in June 2019 and is reflected in the price participants pay.

What if Ameren Illinois rates decrease?

If at any time during the term of this Agreement Ameren Illinois rates fall lower than the Homefield Energy price, you will have the option to return to the utility without penalty.

What happens at the end of the Agreement term?

At the end of the Agreement term, as defined in the Terms and Conditions you have the option of staying with a new Municipal Aggregation program, returning to the utility, or signing with a new supplier independent of the Municipal Aggregation program.

Billing and Service Information

Who will bill me for electricity? Will I get two bills?

You will continue to receive one monthly bill from Ameren Illinois. The bill will include the charges for electricity supplied by us, as well as the delivery service charges from Ameren Illinois.

Can I still have my payment automatically deducted from my checking account?

Yes, how you pay your bill will not change.

Can I stay on budget billing?

Yes, your budget billing will not be affected by your participation in this program.

Who is responsible for the delivery of power to my home or business?

Ameren Illinois will continue to deliver your electricity and will be responsible for maintaining the system that delivers power into your home. As your energy delivery company, they will continue to respond around-the-clock to outages, service calls and emergencies regardless of your electric supplier.

Who do I call to report a power outage or problems with my electric service?

You will continue to call Ameren Illinois for power outages, problems with your service or questions regarding your monthly bill.

Ameren Illinois Residential Customers: 800.755.5000

Ameren Illinois Business Customers: 800.232.2477

Who do I call if I have questions regarding the Municipal or County Opt-Out Electricity Aggregation Program?

Questions should be referred to a member of our Homefield Energy Customer Care team.

Homefield Energy Customer Care: 866.694.1262

HomefieldCustCare@Dynegy.com

**A complete list of Frequently Asked Questions can be found at
<http://www.dynegy.com/homefield/municipal-aggregation/municipal-aggregation-faq>
or by calling Homefield Energy at 866.694.1262**

Electric Supply Agreement
«Muni_name» Opt-Out Aggregation Program
Terms and Conditions of Service

- 1. Purchase of Retail Power:** Illinois Power Marketing Company d/b/a Homefield Energy (Homefield Energy) agrees to sell, and you, as a participant in the **«Muni_name» Opt-Out Aggregation Program**, agree to buy, all your residential power and energy service (Retail Power) at the price and on the terms and conditions specified in this Agreement. Homefield Energy is an independent seller of power and energy service certified by the Illinois Commerce Commission (ICC Docket No. 14-0015). Homefield Energy has been selected by **«Muni_name» as the supplier for its «CONTRACT_TERM» Opt-Out Government Aggregation Program**. The Terms and Conditions contained in this Agreement have been the subject of negotiations between Homefield Energy and **«Muni_name»**. Your Delivery Service Provider (DSP)—Ameren Illinois— retains responsibility for the delivery of electricity to your home. Homefield Energy's obligations under this Agreement are conditioned upon you providing complete and accurate information to Homefield Energy throughout the Term.
- 2. Term:** The Term of the Agreement will begin at the next meter read date after the DSP processes your enrollment and **will end with the «CONTRACT_END_DATE» meter read date** for your account. The DSP determines when your meter is read. The DSP will notify you of the date on which Retail Power service from Homefield Energy will begin which should take place by the next billing cycle or the one that follows. The date on which you begin to take Retail Power supplied by Homefield Energy is the Effective Date.
- 3. Price:** Your price for Retail Power service (Price) will be will be **\$«PRICE1» per kilowatt-hour (kWh) from «Contract_TERM1» and \$«PRICE2» per kilowatt-hour (kWh) from «Contract_TERM2»**. The Price does not include any applicable taxes or DSP related fees or charges from the Effective Date through the conclusion of the Term. In the event of any change in, or enactment of, any rule, regulation, DSP operating procedure, tariff, applicable transmission tariff, ordinance, statute, or law beyond Homefield Energy's reasonable control that affects the price, sale or transmission, distribution, purchase, or other obligation pertaining to Homefield Energy's provision of Retail Power under this Agreement, Homefield Energy can adjust the Price. If Homefield Energy adjusts the Price, Homefield Energy will provide you notice of the adjusted Price and you will have an opportunity to terminate this Agreement without any further obligation by notifying Homefield Energy in writing within 30 days after the date of the notice of the adjusted Price. In such event, service will terminate effective as of the next meter read date, and you will be obligated to pay for Retail Power provided until that meter read date. Homefield Energy makes no guarantees as to how the price for Retail Power service during the term of this Agreement will compare to the price charged by your DSP for Retail Power service.
- 4. Billing and Payment:** The Price will be itemized and included on your bill from the DSP, and is due and payable to the DSP on the same day your DSP bill is due. You will continue to be billed by your DSP taxes and other charges consistent with filed tariffs at the Illinois Commerce Commission to transmit and distribute the Retail Power supplied to you per this Agreement. You should continue to follow any bill payment procedures set forth between you and the DSP. You agree to accept the measurements as determined by the DSP for purposes of accounting for the amount of Retail Power services provided by Homefield Energy under this Agreement. If the DSP is unable to read your meter, the DSP will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill. Homefield Energy's ability to supply you under this Agreement is conditioned on the DSP accepting Homefield Energy's enrollment of your account for consolidated billing and purchase of receivables by the DSP. If you are not eligible for your DSP's consolidated billing and purchase of receivables, you will need to secure eligibility with your DSP before Homefield Energy can serve you. Should the DSP cease providing consolidated billing and purchase of receivables for your account and/or commence billing Homefield Energy for any charges relating to you, Homefield Energy will bill you directly and you will pay Homefield Energy for all such charges pursuant to the payment provisions specified in Homefield Energy's bill.
- 5. Late or Insufficient Payment:** All invoiced balances under this Agreement that are not paid in full by the due date will be subject to the DSP or Illinois Commerce Commission late payment rules.
- 6. Rescission and Early Termination of Contract:** The Illinois Commerce Commission is considering rescission and early termination of contract regulations that may afford you opportunities within certain parameters to rescind or terminate your contract without incurring an early termination fee. In addition, your DSP's tariff (which is on file with the Illinois Commerce Commission) may contain provisions regarding penalty-free rescission periods. Homefield Energy will comply with all applicable provisions and regulations concerning rescission and early termination of contract. Shortly after your election to take service from Homefield Energy, your DSP should provide you an enrollment notice informing you of any rescission rights you may have and the last day for making a request to rescind. If you rescind this Agreement within the timeframe specified by your DSP, your enrollment with Homefield Energy will be cancelled without penalty to you. Upon rescission in accordance with applicable law, this Agreement will be considered cancelled and neither party shall have any further obligation hereunder to each other. If you do not rescind this Agreement, you still may terminate the Agreement without any termination fee or penalty within 10 business days after the date of the first bill issued to you under this Agreement by calling Homefield Energy toll-free at 866-694-1262 to let Homefield Energy know to terminate this Agreement. You may terminate a residential electric supply agreement in this manner only one time in any 12 month period. Upon termination, you will remain responsible for all obligations, including payment for Retail Power and related costs and charges, incurred under this Agreement prior to the effective date of termination, including any applicable termination fee.

- 7. Termination:** Homefield Energy may terminate this Agreement for any non-payment or any other breach of this Agreement upon 30 days prior written notice to you of such termination. If you fail to cure your non-payment or breach of this Agreement within the 30 day notice period, Homefield Energy may terminate the Agreement even if you subsequently cure the non-payment or breach after such period has expired. Homefield Energy may also terminate this Agreement upon 30 days prior written notice to you due to a change in law or other act beyond Homefield Energy's reasonable control or if Homefield Energy is no longer able to serve you. In addition, Homefield Energy reserves the right to reject your enrollment or terminate this Agreement: 1) If you move within or outside of your DSP's service territory; 2) You fail to remain a customer of your DSP throughout the Term; 3) You fail to be eligible for your DSP's consolidated billing and purchase of receivables program throughout the Term; or 4) You rescind your authorization for release of information. Upon any termination of this Agreement, you will return to your DSP's power and energy supply service unless you have selected another alternative retail electric supplier. The effective date of any termination will be the next applicable meter read date after expiration of the required notice period. Upon termination, you will remain responsible for all obligations, including payment for Retail Power and related costs and charges incurred under this Agreement prior to the effective date of termination, including any applicable termination fee.
- 8. Assignment, Moving Outside of Your DSP's Service Territory:** Pursuant and in accord with any applicable State laws or regulations, including any required notice to you therein, Homefield Energy may assign, subcontract or delegate all or any part of its rights and/or obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement without Homefield Energy's prior written consent. Homefield agrees not to unreasonably withhold such consent. If you move outside of your DSP's service territory, you may terminate this Agreement without incurring an early termination fee if such a fee would otherwise apply.
- 9. Information Release Authorization:** Throughout the Term, you authorize Homefield Energy to obtain information from the DSP that includes, but is not limited to, your account name, account number, billing address, service address, telephone number, standard offer service type, meter readings, and, when charges hereunder are included on your DSP bill, your billing and payment information. You authorize Homefield Energy to release such information to third parties, including affiliates that need to know such information in connection with your Retail Power service. These authorizations will remain in effect as long as this Agreement is in effect.
- 10. Dispute Resolution:** If you have a billing or other dispute involving Homefield Energy's service, you may contact Homefield Energy toll free at (866) 694-1262 between the hours of 8:00 am and 7:00 pm Central Prevailing Time Monday through Friday; or by e-mail at HomefieldCustCare@Dynergy.com; or via mail at Homefield Energy, Attn: Customer Service, 1500 Eastport Plaza Drive, Collinsville, Illinois 62234. Inquiries and complaints can also be made directly to the Illinois Commerce Commission by calling toll free (800) 524-0795 or visiting their web site at www.icc.illinois.gov. While a customer complaint is pending investigation by Homefield Energy and/or the Illinois Commerce Commission, you are not obligated to pay the disputed portion of the bill. However, you remain obligated to pay any undisputed portion of the bill. You will be notified when the investigation is completed, and, if incorrect, your bill will be adjusted accordingly.
- 11. Limitation of Liability; Jury Trial Waiver:** You agree that neither Homefield Energy nor any of its employees, officers, directors, affiliates, agents, or subcontractors of any type or tier (collectively, the Homefield Energy Parties) will be liable for any damages or claims of any kind or nature for matters within the control of your DSP or the retail transmission organization controlling the electricity grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, meter readings or injury to persons or damage to property caused by the delivery or supply of electricity. The Homefield Energy Parties will not be responsible for any failure to commence or terminate power and energy service on the date specified herein due to any failure or delay in enrolling you with the DSP. The Homefield Energy Parties' liability will be limited to direct actual damages only up to the amount of your single largest monthly invoice for Retail Power during the preceding 12 months. In no event will the Homefield Energy Parties be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Agreement. **BOTH YOU AND HOMEFIELD ENERGY AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.**
- 12. Force Majeure:** A Force Majeure Event may arise due to causes and events out of Homefield Energy's reasonable control, including but not limited to acts of God; acts of any governmental authority; accidents; strikes; labor disputes; required maintenance work; inability to access DSP's system; and non-performance by your DSP. For example, Homefield Energy does not control the transmission and distribution lines owned by your DSP and used by the DSP to deliver Retail Power to your home. Force Majeure Events may result in interruptions in your service. Homefield Energy is not liable for any such interruptions or any other failure to perform under this Agreement caused by a Force Majeure Event, nor is Homefield Energy liable for damages caused by Force Majeure Events.
- 13. Contact Information:** In the event of an emergency involving your electric service (e.g. an outage or downed power lines) you should call the emergency line for your DSP. **The Ameren Illinois emergency phone number is: (800) 755-5000.** In all other situations, you may contact Homefield Energy toll free at (866) 694-1262 or by e-mail at HomefieldCustCare@Dynergy.com; or via mail at Homefield Energy, Attn: Customer Service, 1500 Eastport Plaza Drive, Collinsville, Illinois, 62234.