



Illinois Municipal Electric Agency
3400 Conifer Drive, Springfield, IL 62711
217-789-4632 / Fax 217-789-4642

October 14, 2026

Re: **Executive Board Meeting: Wednesday, October 21 at 2:00 p.m.**
Board of Directors Meeting: Thursday, October 22 at 10:00 a.m.

Dear IMEA Board of Directors:

We look forward to having you with us this month for our upcoming meetings and have several action items on the agenda. Remote access to the meeting is available for listening purposes only using the Microsoft Teams webinar system and that information is on the bottom of the agenda.

Of interest this month, we will consider the approval of Baker Tilly to perform the IMEA fiscal audit ending FY2027 as well as the approval of the MISO and PJM hosts for the Battery Pilot Project. We will also consider the approval to issue the vendor RFP for the Battery Pilot Program and staff will give an update on the draft Sustainability Plan.

In addition to the regular series of reports, we will provide a presentation on the annual review of revenue requirement for IMEA and revisions to Rate Schedule B and will consider the reissuance of the IMEA economic development rates.

Just a quick reminder that there will be a Vendor Fair sponsored by IMUA at the IMEA building following the Board meeting on Thursday. A total of 23 IMUA Associate Members have registered to participate and will conduct hands-on demonstrations of their goods and services. We encourage you to bring along others from your municipal as there is no charge for IMEA member utility personnel to attend this event and there will be a local food truck on hand.

Please feel free to contact me should you have questions and stay safe!

Sincerely,

Doug Brown
President & CEO

Attachments

**ILLINOIS MUNICIPAL ELECTRIC AGENCY
EXECUTIVE BOARD MEETING
Wednesday, October 21, 2026 @ 2:00 p.m.**

Manner of Attendance: Participation in this meeting will be available in person only for both members and the general public. As an accommodation to Board members that cannot physically attend and the general public, a webinar broadcast of the meeting will be available live in listen-only mode.

AGENDA

Call to Order
Roll Call
Approval of Minutes – 8/26/26
Opportunity for Public Comment

Old Business

1. Consideration and Approval of Executive (Closed) Session Minutes
 - a. January 21, 2026
2. Other old business

New Business

1. Resolution #26-10-980 - Approving Baker Tilly US, LLP to Perform Audit of Fiscal Year Ending April 30, 2027
2. Annual Review of Revenue Requirements for IMEA Rate Schedule B
3. Ordinance #26-10-981 – Approval of Revised Rate Schedule B
4. Ordinance #26-10-982 – Approving Extension of Economic Development Rate Schedules B-2, B-6 and B-7 and Continuing the Suspension of Load Retention Rate B-4
5. Consideration & Approval of Selection of MISO Host and Vendor RFP for Battery Pilot Project
6. Consideration & Approval of Selection of PJM Host and Vendor RFP for Battery Pilot Project
7. Update on Draft of 2027 Updated Sustainability Plan
8. Other new business
9. Adjourn

Calling for a motion to go into Executive Session for one of the following reasons:

- Discussion of IMEA litigation
- Discussion of the purchase, sale or delivery of electricity
- Discussion of personnel matters

WEBINAR PARTICIPATION for Listen-Only Purposes - Please use the link below to register:

[IMEA Executive Board meeting | Join meeting in Teams | Microsoft Teams](#)

After registering, you will receive a link via email to join the meeting. Should you have any questions regarding this process, please reach out to Glenn Cunningham or Adam Baker at (217) 789-4632.

**ILLINOIS MUNICIPAL ELECTRIC AGENCY
BOARD OF DIRECTORS MEETING
Thursday, October 22, 2026 @ 10:00 a.m.**

Manner of Attendance: Participation in this meeting will be available in person only for both members and the general public. There will be an opportunity for public comment in person at the meeting. As an accommodation to Board members that cannot physically attend and the general public, a webinar broadcast of the meeting will be available live in listen-only mode.

AGENDA

Call to Order
Pledge of Allegiance
Roll Call
Approval of Minutes – 8/27/26
Opportunity for Public Comment
Treasurer’s Report
President & CEO Report
 a. Legislative update

Old Business

1. Update on Operations
2. Update on Trimble County
3. Update on Prairie State
4. Update on Local Generation/Transmission
5. Update on Solar Projects
6. Update on Legal Matters
7. Other old business

New Business

1. Resolution #26-10-980 - Approving Baker Tilly US, LLP to Perform Audit of Fiscal Year Ending April 30, 2027
2. Annual Review of Revenue Requirements for IMEA Rate Schedule B
3. Ordinance #26-10-981 – Approval of Revised Rate Schedule B
4. Ordinance #26-10-982 – Approving Extension of Economic Development Rate Schedules B-2, B-6 and B-7 and Continuing the Suspension of Load Retention Rate B-4
5. Consideration & Approval of Selection of MISO Host and Vendor RFP for Battery Pilot Project
6. Consideration & Approval of Selection of PJM Host and Vendor RFP for Battery Pilot Project
7. Update on Draft of Updated 2027 Sustainability Plan
8. Other new business
9. Adjourn

Calling for a motion to go into Executive Session for one of the following reasons:

- Discussion of IMEA litigation
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ILLINOIS MUNICIPAL ELECTRIC AGENCY

REPORT OF EXECUTIVE BOARD MEETING

WEDNESDAY, AUGUST 26, 2026

A regularly scheduled meeting of the Executive Board of the Illinois Municipal Electric Agency was held in person pursuant to proper notice at the IMEA headquarters building, 3400 Conifer Drive, Springfield, Illinois on August 26, 2026. Chairman Dan Cook called the meeting to order at 2:00 pm. Roll call was taken which showed a quorum was present. Participation in this meeting was available in person only for both members and the general public, however, as an accommodation to members that could not physically attend and the general public, a webinar broadcast of the meeting was made available live in listen-only mode.

The Report of June 24, 2026 was moved for approval by Cory Sheehy and seconded by Mike Kirk. The motion carried by unanimous roll call vote.

Opportunity for Public Comment: Chairman Dan Cook stated that pursuant to the Open Meetings Act, any person attending this meeting shall be permitted an opportunity to comment. Questions during the rest of the meeting are reserved for Board members. He then asked if anyone from the public would like to make a comment. Hearing none, Chairman Cook proceeded with the meeting.

NEW BUSINESS

Executive (Closed) Session Minutes: General Counsel Troy Fodor recommended that the Executive (Closed) Session minutes of December 3, 2025 be released as public records at this time as the need for confidentiality no longer exists. Pat McCarthy moved that the Board make the determination that the need for confidentiality no longer exists with respect to the minutes of December 3, 2025 and that such minutes be approved and released. J.R. Landeck seconded the motion and the motion carried by unanimous roll call vote.

Resolution #26-08-978 – Approving New Delivery Point for the City of Peru – Jon Wygant stated that LKCS in Peru has requested to install a 212kW solar array which exceeds Peru’s 25kW net metering ordinance and falls under PURPA guidelines for interconnection. He reported that the Interconnection Agreement has been executed and the PPA language is ready to be executed. IMEA staff will finalize the contract terms and operational plans/logistics to allow the customer to provide excess energy to the City distribution system when generation exceeds the customer load at the same meter location. Wygant stated that the monthly payment process will begin the first month after all the Agreements are signed. Within five days of receiving the load data, IMEA will analyze and provide an electronic payment directly to the customer’s bank account and verify with the City. IMEA staff recommends approval of Resolution #26-08-978 authorizing the CEO to finalize and execute the agreement between IMEA, Peru and the retail customer and also to approve the interconnection point of solar output as a new City Delivery Point under the Power Sales Contract. Pete Suhr moved to approve Resolution #26-08-978, seconded by David Coston. The motion carried by a unanimous roll call vote.

Resolution #26-08-979 – Authorizing Commencement of Work on Integrated Resource Plan (IRP) – Rakesh Kothakapu reported that the Clean and Reliable Grid Affordability Act (CRGA) requires municipalities and joint action agencies to conduct Integrated Resource Planning every 5 years. Members may adopt IMEA’s IRP, but members will still be required to provide notice via their website and billing processes. He stated that IMEA Staff will assist in coordinating this effort with the municipalities. Kothakapu provided a timeline for the IRP and noted that the consultant contract is scheduled to be finalized in October. He explained that Staff had received 12 proposals from qualified bidders and has narrowed that number down to 4. Staff is currently performing interviews with those 4 bidders to narrow the scope of work, negotiate contracting and to ultimately select the vendor. Kothakapu stated that this Resolution authorizes the President & CEO to commence work on the IRP, select the consultant, take all steps necessary to negotiate, finalize and execute the agreement and to take all actions necessary to implement the integrated resource planning process. Mike Kirk moved to approve Resolution #26-08-979, seconded by Cory Sheehy. The motion carried by a unanimous roll call vote.

Approval of Committee Vacancies – CEO Doug Brown reported that a vacancy had been created on the Energy Efficiency & Conservation Committee due to Brian Groth no longer being on the IMEA Board. He stated that Brian Groth had been the Chair of this Committee. He explained that the IMEA Bylaws allow for the IMEA Chairman to appoint a member of the IMEA Board to fill a vacancy on an IMEA Committee with Board approval. Chairman Cook’s recommendations are as follows: Nick Narhi, currently on the Committee, will fill the Chair position and Raheel Arshed will fill the vacancy created by Nick Narhi moving to the Chair position. Each member has agreed to assume these roles on the Committee. J.R. Landeck moved to approve the filling of these Committee vacancies as described above, seconded by Kevin Minnick. The roll call vote showed unanimous approval.

With there being no other new business, Chairman Cook made a motion to adjourn the meeting. J.R. Landeck seconded the motion and it carried unanimously by voice vote. The meeting was adjourned at 2:15 p.m.

Respectfully submitted,

Secretary/Treasurer

**ILLINOIS MUNICIPAL ELECTRIC AGENCY
EXECUTIVE BOARD MEETING
WEDNESDAY, AUGUST 26, 2026**

MEMBERS PRESENT

Chatham	Pat McCarthy
Carmi	David Coston
Highland	Dan Cook
Marshall	Cory Sheehy
Peru	Kevin Minnick
St. Charles	Peter Suhr
Sullivan	Mike Kirk
Waterloo	J.R. Landeck

MEMBERS ABSENT

Altamont	Larry Taylor
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OTHERS PRESENT

Breese	Jason Deering
Greenup	John Knueppel
Naperville	Raheel Arshed
IMEA	Doug Brown
IMEA	Troy Fodor
IMEA	Chris Wise
IMEA	Mandy Ripperda
IMEA	Staci Wilson
IMEA	Rakesh Kothakapu
IMEA	Eric Weinant
IMEA	Glenn Cunningham
IMEA	Jaken Hicks
IMEA	Tia Horn
IMEA	Danny Chung
IMEA	Jonathon Wygant
IMEA	Hubert Murray
IMEA	Rodd Whelpley
IMEA	Ellen Woehrmann
IMEA	Tammy Hall
Guest	Giovanni McLean (St. Charles)

LISTEN ONLY VIA WEBINAR

Flora	Bob Coble
Freeburg	Matt Trout
Princeton	Jeff Mangrich & Jim Transou
Red Bud	Josh Eckart
Guest	Jean Korte
Guest	Greg Hubert
Guest	Ted Bourlard

ILLINOIS MUNICIPAL ELECTRIC AGENCY

REPORT OF BOARD OF DIRECTORS MEETING

THURSDAY, AUGUST 27, 2026

A regularly scheduled meeting of the Board of Directors of the Illinois Municipal Electric Agency was held in person pursuant to proper notice at the IMEA headquarters building, 3400 Conifer Drive, Springfield, Illinois on August 27, 2026. Chairman Dan Cook called the meeting to order at 10:00 a.m. and all attendees participated in the Pledge of Allegiance. Roll call was taken which showed a quorum was present. Participation in this meeting was available in person only for both members and the general public; however, as an accommodation to members that could not physically attend and the general public, a webinar broadcast of the meeting was made available live in listen-only mode.

Matt Trout, seconded by Pat Barry, moved for approval of the minutes of June 25, 2026. The motion carried by unanimous roll call vote.

Opportunity for Public Comment – Chairman Cook stated that pursuant to the Open Meetings Act, any person attending this meeting in person shall be permitted an opportunity to comment. He then asked if anyone from the public would like to make a comment. Hearing none, Chairman Cook then proceeded with the meeting.

Treasurer's Report – Chris Wise reported on the June 2026 financials stating that actual member power costs are 1.1% under original budget, year to date, and the MWh sales to members is 4.4% under original budget year to date. He reported that the July 2026 invoices had been sent out on August 7th with the average cost being 0.1% below budget. He explained that purchased power expenses were higher than anticipated due to unit outages at IMEA's baseload units in June resulting in more energy being purchased from the market during a time of elevated prices. Wise explained that higher energy sales to members in July than anticipated spreads these additional costs over more kWh's keeping the average cost to members close to the budgeted amount.

Wise also discussed the August 2026 preliminary invoice estimates stating that those invoices would be sent out on September 10th and due on September 21st. He reported that the projected average cost for August is 0.1% under budget, energy is projected to be 2.3% under budget and demand to be 9.3% under budget.

Wise reported that IMEA members had been billed for all of FY2026 along with May and June of 2027 for the decommissioning fund and as of June 30, 2026, the cash balance in the fund is \$2,399,018. Regarding a rating agency update, he reported that there had been no changes since the June Board meeting.

Wise reported that Baker Tilly had completed the audit of the financial statements for the year ending April 30, 2026. They issued their report on July 24, 2026 and the result was a clean audit, meaning an unmodified report with no adjustments. He explained that Jodi Dobson, a partner at Baker Tilly out of the Madison, WI office, will report her findings regarding the audit later in the meeting. Wise complimented

the IMEA Accounting staff on all of their great work on the audit and throughout the year. With there being no questions, Cory Sheehy moved to approve the Treasurer's Report, seconded by Nick Narhi. The roll call vote showed all in favor.

President & CEO Report – CEO Doug Brown welcomed new IMEA Board member from Rantoul, Geoff Wahl who is now the Director of Electric for Rantoul. He is replacing Matt Caldwell who is resigning from the Village at the end of the year. He also announced that the Resource Analyst position in the Engineering Department had been filled. Jack Wolfe will begin his employment at IMEA on September 1. Jack recently graduated with Computer Science and Data Science degrees and will work with Eric on long-term planning, evaluating energy resources and utilizing forecasting, modeling software to develop and maintain energy models along with assisting in the development of the Integrated Resource Plan.

Regarding the CVR Program, CEO Brown stated that the agreement had been signed with BHMG to perform the study for Peru and staff is seeking a DEED grant that could be applied afterwards. He reported that a vendor contract with OATI had been signed for the Thermostat Program and they are in the process of finalizing the platform of that program. IMEA Staff conducted a webinar to introduce the program and is developing a detailed webinar on the Thermostat Program for members in the fall for program roll out.

CEO Brown reported that FERC held a conference on July 23 regarding PJM's governance. He stated that FERC has implied that they will impose reforms to PJM if PJM does not address these governance issues. Brown announced that FERC had approved NERC Reliability Standard CIP-015-02 for cyber security. He also noted that Tom Heller is retiring from the Transmission Access Policy Study Group (TAPS) and Suzanne Lane has been named to replace him in early November. TAPS promotes non-discriminatory transmission access, competitive wholesale electricity markets and risk-based regulation. IMEA is a long-standing member of this group.

CEO Brown presented slides from a webinar he had attended regarding the future of fusion. This webinar was conducted by Commonwealth Fusion Systems, the world's largest private fusion company. He explained that this presentation describes fusion as safe, clean, firm, scalable and secure and that the world's first commercially relevant fusion machine (SPARC) is estimated to be operable within the next two years. The SPARC facility is located in Devens, Massachusetts. The presentation then illustrates that SPARC paves the way for ARC, the world's first grid-scale commercial fusion power plant estimated to be completed in the early 2030's. Brown stated that IMEA's power plants could bridge the gap if these technologies don't become available and economically viable until the mid to late 2040's.

Legislative & Regulatory Update – Staci Wilson reported that the POWER Act (HB 5513) which would put regulations on municipalities and coops for data centers was not voted on in the spring session. Governor Pritzker directed the Dept. of Commerce & Economic Opportunity (DCEO) to pause data center tax incentives and issued a framework on data center policy. She reported that Governor Pritzker publicly stated that he wants a vote on data center regulations in the November Veto session. She provided background on various stakeholder discussions, but noted that there have not been any formal negotiations. Wilson then stated that PJM large load proposals are complicating this issue to ensure the state and federal regulations can work in concert. She explained that PJM is running a Reliability Backstop Auction to procure 15-year commitments from generators to support data centers. They are conducting a stop gap for the current resource deficiencies that they have in their current auction. Going

forward long term, PJM is trying to request that new data centers embrace flexibility of their load needs (interruptible load) or bring their own generation to meet those requirements. She emphasized how these regulatory filings are going to intertwine to some degree and may affect State legislation.

OLD BUSINESS

Executive (Closed) Session Minutes: General Counsel Troy Fodor recommended that the Executive (Closed) Session minutes of December 4, 2025 be released as public records at this time as the need for confidentiality no longer exists. General Counsel Troy Fodor then recommended that the Executive (Closed) Session minutes of November 6-7, 2019; June 17, 2021 and November 9-10, 2022 not be released as public records at this time because the need for confidentiality still exists. Fodor explained that these meetings had been closed to the public pursuant to Section 2(c)(23) of the Open Meetings Act, as effective at the time of each meeting. The need for confidentiality does still exist because the discussions involved pre-decisional power supply planning matters regarding the purchase and sale of electricity under the Power Sales Contract between IMEA and each of its Members that has not otherwise become public. Mike Kirk moved that the Board make the determination that the need for confidentiality still exists with respect to the minutes dated November 6-7, 2019; June 17, 2021 and November 9-10, 2022 and that IMEA continue to restrict public access to such minutes and also that the Board make the determination that the need for confidentiality no longer exists with respect to the minutes of December 4, 2025 and that such minutes be approved and released. Pat Barry seconded the motion which carried by unanimous roll call vote.

Operations – Mandy Ripperda stated that the results of the PJM Base Residual Auction for Delivery Year 2028/2029 were posted at the end of July with a cleared capacity price of \$325/MWD, hitting the price cap. A price cap has been in effect for the last 3 auctions and will be extended for the next auction as well. She explained that the auction resulted in a 6,800 MW shortfall below the 20% installed reserve margin and that load growth continues to outpace new generation additions. Without the agreed upon price cap, prices would have cleared at \$555/MWD for the PJM footprint and \$777/MWD in the ComEd zone. As a result, PJM is preparing for a “Reliability Backstop Procurement” auction and a “Connect and Manage” framework for data centers.

Ripperda discussed MISO’s Reliability Imperative which is their long-term strategy for keeping the grid reliable as system changes are rapidly occurring. This framework focuses on market redefinition, operations of the future, transmission evolution and system enhancements. She stated that MISO is using a vendor to produce day-ahead, real-time, 5-minute and hourly forecasting for wind and solar output which Market Participants have been strongly encouraged to use. IMEA Staff is working with its consultant and other off-takers for the Big River resource to show the importance of good forecasts including the financial impacts.

Ripperda then reported on the significant heat events in July that set a new preliminary all-time peak load of over 168,000 MW for PJM. She noted that IMEA’s BTMG in ComEd were called for a Demand Response Event on July 2nd and 3rd. She explained that another event in July had resulted in IMEA’s BTMG being called by MISO for an LMR event on July 15th. Both RTOs did maintain reliability during these events; however, high LMPs and the use of DR, LMR and other emergency operating procedures indicate how tight the operating conditions were during the extreme heat. Ripperda presented graphs showing how IMEA’s average July LMPs have compared over the past three years and how the LMP

peaks have been shifting to the late evening hours during the summer. During these hours, the solar output has dropped off which causes a shortage so prices spike. Ripperda thanked all the power plant personnel for their efforts in generating over the summer.

Update on PJM/MISO Stakeholder Meetings – Charlie Robling reported that both PJM and MISO are hitting new peak loads and future projections are increasing mostly due to computational load such as data centers and crypto mining while at the same time, retirements from aging resources are affecting the supply available to meet the growing load. He stated that the Reliability Backstop Procurement (RBP) will be a one-time event consisting of a bilateral contracting phase and a Reliability Backstop Auction. Starting in September, PJM will hold the RBP intended to procure resources aimed at addressing capacity shortfall caused by the rapid addition of large load in its territory (15-year commitment). Robling explained that under the PJM-filed proposal, the cost allocation is to load serving entities, but the Governors of these PJM states and the White House have communicated a strong desire for large load to pay. The final decision will be made by FERC.

Robling stated that on June 18th, FERC issued a Show Cause Order requiring MISO and PJM to handle new large load in the form of connect and manage. PJM will treat the new large loads as non-firm and have direct control. MISO is developing similar rules. He explained that both RTOs are planning to utilize the emergency back-up resources dedicated to the data center load to help meet peaks during emergencies. Robling reported that the Cost of New Entry (CONE), or cost to build new resources in PJM and MISO continues to rise due to increased demand for new resources, supply chain issues and higher capital costs. CONE is used to calculate the maximum price in both RTO's capacity market demand curves.

Robling further discussed that the volatility of resources continue to impact reliability. He stated that PJM is significantly relying on waivers to emission limits and delayed retirements from DOE Orders to maintain reliability. He noted that the outlook of resource availability continues to be a challenge with the aging fleet of resources and legislatively-mandated retirement dates. He explained that the PJM auction in December will cover Delivery Year 2029/2030 and the auction in May 2027 will cover Delivery Year 2030/2031. CEJA-mandated retirements will begin to be reflected in 2030 and absent price caps, the ComEd zone is already clearing higher than the rest of PJM. Robling reported that MISO and PJM have submitted compliance filings which detail the ongoing efforts to account for new and existing large loads. MISO proposes a Zero-Injection Generation Interconnection Agreement along with a reformed large load study process and updated reliability requirements while PJM proposes Reliability Backstop Procurement and a capacity market design refresh. Robling noted that both RTOs are working on versions of "Connect and Manage" incorporating provisional transmission service which designates load to be curtailed prior to emergencies.

Trimble County (TC): Rakesh Kothakapu reported the following:

- There was one incident involving a contractor. Plant performance through July 2026 shows that the EAF was 60.54% due to an extended outage and the EFOR was 14.19% both YTD. Unit 1 is currently online, however, it had a planned outage to replace the stack liner, turbine overhaul, boiler tube replacement and FDG work. Unit 1 also had three forced outages in July due to a stuck valve, reaction tank and turbine vibrations. Unit 2 is currently online, however it had one forced outage in July due to final superheat section issues. There is no planned outage at Unit 2 until Spring 2027.

IMEA Staff attended the annual Owners meeting at the plant in mid-August to review capital projects and big picture items. The stack liner replacement along with the final elbow installation is now complete for Unit 1. Prep work is underway for the stack liner replacement for Unit 2 in the spring.

Prairie State (PSGC): Rakesh Kothakapu reported the following:

- There have not been any reportable safety incidents since the last Board meeting. Plant performance through July 2026 shows that the EAF was 89.7% and the EFOR was 9.7% both YTD. Unit 1 is currently online for full load, although it had two forced outages in July due to a tube leak and external steam leak. Unit 2 is currently online for full load, however, had one forced outage in July due to a tube leak in the platen superheater section. Unit 2 is in the planning phase for a 28-day planned outage in September and Unit 1 will have a 10-day maintenance outage in October. Unit 2's outage will consist of platen superheater inspection and replacement along with the replacement of the SCR catalyst and boiler feed pump valve, and reheat tee. Unit 1's outage is a general inspection and prep work for the turbine overhaul in 2027.

Local Transmission and Generation – Rakesh Kothakapu reported on the following:

- Ameren Export Study/WCA – Staff is still waiting for Ameren to issue the export study results for Casey and is working with SIPC for Red Bud to establish an export limit. IMEA Staff is working with Ameren to issue WCA agreements for members with 138kV delivery points.
- Peru-Princeton Project – The final Certificate of Public Convenience and Necessity (CPCN) by the ICC is expected in September. Permits and construction schedules should allow a 2029 online date, although the Lima and Princeton substations should be online earlier. If required, a tariff filing for rate recovery would likely be in 2027-2028 with ownership closing 30 days before the energization of the line likely in 2029. A Wholesale Connection Agreement or Transmission Interconnection Agreement is needed to finalize these projects so staff is working with Ameren to coordinate these efforts.
- Fairfield – The City has expressed a desire to relocate its delivery point to the Fairfield 69KV substation from the current Ameren Albion 138KV substation. Hoosier operates and maintains the 18-mile 138KV line from the Ameren Albion substation to the City's 69KV substation that was previously owned by Fairfield. Hoosier is planning to run the 138KV facility as a network asset to serve other Hoosier load in the area. A new substation is being developed by Ameren which further complicates this arrangement. Staff is working to make sure IMEA is not financially harmed by this arrangement and is waiting on Hoosier and Fairfield to reach back to IMEA with a comprehensive plan.
- Princeton Unit 8 – Unit #8 experienced engine failure in September 2025 and is currently paying the penalty for non-availability by not receiving capacity payments. The unit is covered under warranty from the contractor work and the City is working with the contractor to replace the engine block. Staff believes the City has taken the necessary steps to replace the engine within 6 months after the date of the equipment failure, therefore, under the IMEA Generation Policy's provision, an additional 12-month extension is granted. Staff will keep the Board updated on the progress of this work.

Update on Solar Projects – Regarding the Bee Hollow Solar project, Eric Weinant reported that the pile and module installation is 100% completed along with the tracker cold commissioning. He stated that synchronization to the grid is scheduled for next week and it should be commercial by the end of November. IMEA Staff have been working to set up the onboarding of this 150MW solar project into

IMEA's resource portfolio. Weinant stated that IMEA will receive all the energy, capacity and Renewable Energy Credits (RECs) from this facility for the next 25 years. Staff anticipates that all financial closing will be completed close to energization.

Weinant reported that as part of the PACE Program, IMEA Staff began working on an application with SolAmerica back in early 2023 with four member towns. IMEA gained approvals, but loan terms made financing extremely difficult so IMEA and SolAmerica determined there was no path forward utilizing PACE funding. Weinant stated that IMEA was still interested in pursuing the SolAmerica project without PACE funding. IMEA Staff is meeting with SolAmerica in a couple weeks to finalize contract language. He stated that if suitable pricing and contract language can be achieved, Staff will bring them to the Board for consideration.

Weinant discussed a new USDA Rural Development Initiative, Powering Affordable Reliable Technology (PART), which offers up to 40% loan forgiveness to eligible projects. He reported that IMEA's focus would be to apply for loan forgiveness on a battery project that would be powered by wind and solar resources; however, only the battery portion would qualify for PART. Weinant explained that the loan and loan forgiveness happens only after the project is finished and all requirements are met. The submission window is open between September 8 and October 9 on a first come, first served basis. IMEA Staff is in the process of gathering all the information required for an application and due to the nature of this initiative being rural, staff is focusing on IMEA's southern towns. He noted that IMEA would be the applicant because developers are not eligible to apply and would most likely need to be the owner of the battery.

Update on Preferred Member Site for Battery Pilot Project – Shadi Ahanchi reported that as part of the Sustainability Plan, the IMEA Board had directed Staff to study the feasibility of utility-scale behind-the-meter battery energy storage systems (BESS) on member distribution systems. IMEA Staff conducted the study and found that developing small-scale BESS would be beneficial as part of future resource development and planning. She stated that the IMEA Board had authorized the development of a Request for Proposals (RFP) to solicit interested member sites to host BESS pilot projects in the February IMEA Board meeting. Ahanchi explained that IMEA would prefer to select one site in MISO and another one in PJM for a 1 to 5 MW BESS pilot project. IMEA Staff subsequently developed and issued a member RFP for host sites for the BESS pilot projects. She reported that four member proposals had been received: Breese, Highland, Naperville and St. Charles. After reviewing these proposals, IMEA Staff made the following assessments:

- Breese – one site was not conducive for BESS and the other is awaiting distribution upgrades
- Highland – Site conducive and the distribution system highly likely to handle BESS
- St. Charles - Site conducive and the distribution system highly likely to handle BESS
- Naperville – Concern with flood plain; Site conducive and the distribution system highly likely to handle BESS

IMEA Staff is working with other entities to determine the insurance limits and the type of contract structures to limit the provisions on indemnification. IMEA Staff is also working to utilize the funding from the PART Program for these sites. Ahanchi stated that battery tours are being scheduled for these potential host members.

Update on Legal Matters – General Counsel Troy Fodor reported on the following matters:

- MISO Filing to Revise Tariff to Implement Demand Response and Emergency Resource Reforms (Docket No. ER25-1886) – Filed April 4, 2025, MISO proposed to accredit Demand Response and Emergency Resources based on availability during emergencies. IMEA protested on May 5, 2025, stating that the reforms would make it more difficult and expensive for its LMRs to run especially with the 30-minute notice requirements. FERC accepted MISO’s proposed tariff revisions on June 18, 2026 with some conditions for changes to be made in a compliance filing. MISO filed its compliance filing on July 20, 2026.
- MISO Filing to Revise Tariff to Expand Load Modifying Resource Penalties and Related Provisions (ER26-1882-000) – On March 20, 2026, MISO filed changes to its LMR nonperformance penalty construct which would potentially impose unreasonably harsher penalties on IMEA BTMG. IMEA intervened and filed a protest to the MISO filing on April 10, 2026. MISO answered IMEA’s protest on April 28. IMEA filed its Answer to MISO’s Answer on May 20 citing examples of unjust and unreasonable nature of penalties and undue discrimination against BTMG. FERC issued a Deficiency Letter against MISO on May 22 addressing some points made by IMEA. MISO answered IMEA’s May 20 Answer on July 27, 2026. IMEA filed an Answer to MISO’s Answer on August 11, 2026. Staff is awaiting FERC action.
- PJM Filing to Revise Tariff for Load Management Enhancements (ER26-2319-000) – Filed April 27, 2026, PJM filed to impose penalties on its market participants with demand resources and price responsive demand providers due to a recent pattern of underperformance. This may affect how IMEA uses its BTMG in PJM. IMEA intervened on May 5, 2026. FERC accepted the filing via Letter Order on June 26, 2026.
- PJM Governance and Stakeholder Reforms (AD26-7-000) – On May 12, 2026, FERC issued a notice of a technical conference to discuss and evaluate reforms to PJM’s governance and stakeholder process. FERC invited state regulators, generation owners, AMP and others to be panelists. The technical conference was held on July 23, 2026 which IMEA Staff attended remotely. Discussion topics included State involvement in stakeholder process, member voting rights, PJM Board member obligations and term limits along with Section 205 filing rights. On July 30, FERC circulated a post-conference questionnaire that polled PJM members on topics discussed in the technical conference. On August 10, 2026, FERC issued a notice dispute resolution procedures to gather feedback and consensus on future PJM governance reform filings. The first dispute resolution meeting is scheduled for September 1, 2026.
- PJM Filing to Establish and Implement Reliability Backstop Procurement Procedures (RBP) (Docket No. ER26-3380-000) – On July 31, 2026, PJM filed to establish a one-time auction to procure additional new capacity on top of its usual Base Residual Auction. This filing includes 15-year commitments required for new resources registered for the RBP auction. The capacity shortfall for Delivery Years 2027/2028 and 2028/2029 is driven by data center additions. This is part of a “multi-pronged implementation” of National Energy Dominance Council’s Statement of Principles. The RBP capacity obligations for Load Serving Entities (LSEs) in this RBP auction would be allocated according to Electric Distributor (EDC) zone/area load forecasts. The EDCs give PJM notice of allocation to LSEs. The LSEs that have data centers can offset requirements with bilateral contracts. LSEs will pay costs proportionately within the EDC zone/area. IMEA intervened on August 12, 2026 and is closely monitoring the proceeding.

- PJM Interconnection, LLC et al. (EL25-49-002 et al.) Filed on February 20, 2025, FERC ordered Section 206 proceedings so that PJM could show cause as to why its tariff was just and reasonable as to data center interconnection procedures. IMEA intervened on March 4, 2025. On December 18, 2025, FERC found PJM's then-current tariff language unjust and unreasonable and ordered changes so that the tariff had express language addressing how co-located load (data centers) can interconnect with the PJM system and how they pay costs associated with their use of PJM's transmission system. On June 18, 2026, FERC issued an Order granting a partial rehearing to its December 18 Order setting aside and modifying it in accordance to the new Order; and partially accepted PJM's second filing and ordered PJM transmission owners to submit compliance filings within 60 days of and based on the June 18 Order's directions. On July 28, 2026 PJM and TOs asked FERC for an extension to its Compliance Filing. On August 14, 2026, FERC granted PJM's extension request. The Compliance Filing is due November 16, 2026.
- PJM Interconnection LLC (EL26-67-000) – A series of Show Cause Orders were issued on June 18, 2026. FERC found all the RTOs' tariffs unjust and unreasonable because of their lack of large and co-located load interconnection frameworks; Section 206 proceedings for PJM. IMEA intervened on July 1, 2026. PJM and TOs submitted its informational report on July 20, 2026, but sought to postpone its 60-day show cause/tariff revision deadline 90 days beyond its August 17 deadline. On August 14, 2026, FERC granted an abeyance motion. Show cause and briefing questions are due on November 16, 2026.
- PJM Filing to Establish Interim Resource Adequacy Service (IRAS) and Large Load Registry (Docket No. ER26-3515-000) – On August 13, 2026, PJM filed to establish rules for LSEs serving new large load to be able to be curtailed prior to Pre-Emergency Load Management Response if the LSE has not brought their own new capacity or had its new large load covered by the Reliability Backstop Procurement auction. This service is only implemented during periods when there are insufficient resources to reliably meet demand in real-time operations. PJM says it imposed on LSE's to observe states' rights over retail customers under the theory of cooperative federalism. For Delivery Year 2029/2030 auctions, PJM will remove certain new large loads from the Variable Resource Requirement curve which is meant to protect residential customers from capacity price increases. Pursuant to IRAs, each Electric Distributor zone/area may be directed by PJM dispatchers to reduce load up to the MW quantity of capacity attributable to eligible new large loads in that zone/area. Each Electric Distributor zone/area will determine which load to reduce in response to a PJM IRAs directive. IMEA intends to intervene. IMEA Staff will comment or protest if appropriate.
- Midcontinent Independent System Operator, Inc. (EL26-70-000) – A Show Cause Order was issued for MISO on June 18, 2026. FERC found all the RTOs' tariffs unjust and unreasonable because of their lack of large and co-located load interconnection frameworks and ordered each RTO to show cause as to why their tariffs are just and reasonable. IMEA intervened on July 1, 2026. On July 20, 2026, MISO submitted its informational report stating that ordered tariff changes continue being discussed in stakeholder meetings. On August 3, 2026, MISO submitted a Motion to Hold proceeding in abeyance through November 16, 2026 stating they need more time to develop changes through its stakeholder process. On August 14, 2026, FERC granted the Abeyance Motion.
- MISO Filing to Establish Zero Injection Generator Interconnection Agreement (ZGIA) (Docket No. ER26-3552-000) – Filed on August 18, 2026, ZGIA is MISO's co-location filing in response to the FERC Show Cause Order. Zero-Injection Generation Resources (ZG Resources) is an interconnection service framework for generation serving load at the same substation. This ZGIA proposal will help streamline the MISO generator interconnection process by providing an expedited review of the

addition of ZG Resources that have little or no impact on the transmission system because they are limited to serving load at the same substation and voltage level. IMEA will monitor this proceeding.

- MISO Filing to Revise Tariff to Redefine Loss of Load Expectations (Docket No. ER25-3307) – On August 27, 2025, MISO filed to redefine Loss of Load Expectations from daily peak hours to all hours of a day. MISO has been applying its proposed redefinition since 2017 due to a “Continuing Error” as defined in its tariff. IMEA intervened and filed comments. FERC accepted MISO’s revision on October 24, 2025. A software problem, tariff change, subsequent \$280 million make-whole payments and lack of PRA re-run led to complaints by Market Participants.
- Pelican Power LLC v. MISO (Docket No. EL26-26-000) – On November 14, 2025, a MISO generator filed a Complaint saying that MISO’s tariff does not allow it to retroactively modify auction results and requested that the 2025/2026 auction be re-run. FERC denied the Complaint on August 7, 2026 citing Pelican Power failed to show why MISO’s adjustment was unjust and unreasonable.
- Coalition of Midwest Power Producers, Inc. et al. v. MISO (Docket No. EL26-35-000) – On December 15, 2025, a coalition of generators filed a Complaint saying that MISO’s incorrect use of tariff provisions for Loss of Load Expectations calculations was not a “Continuing Error” and MISO’s adjustment was essentially a manual re-run of its auction. FERC denied the Complaint on August 7, 2026 citing the coalition failed to show why MISO’s adjustment was unjust and unreasonable.
- Louisville Gas and Electric Company et al. (EC98-2-007 et al.) – The initial docket was filed on October 9, 1997 and was recently consolidated via Order on May 15, 2026. On May 15, 2026, FERC ordered Settlement judge procedures regarding LG&E/KU’s tariff revisions that would remove merger mitigation de-pancaking under its Rate Schedule 402. Elimination of de-pancaking could affect what IMEA pays to move power from Trimble County to the PJM system. IMEA intervened in the original anti-pancake proceedings on December 8, 1997. IMEA attended the initial settlement conference that was held on June 18, 2026 and plans to attend the second settlement conference scheduled for September 3, 2026.
- Maryland Energy Administration, et al. v. Baltimore Gas and Electric Company, et al. (Docket No. EL26-87-000) – On July 2, 2026, the State of Maryland filed a Complaint against Maryland-based Transmission Owners (TOs) arguing that the RTO adder in the TOs’ Return on Equity is unjust and unreasonable. Maryland state law requires TOs to participate in RTOs. Illinois state law also mandates RTO participation. The RTO adder adds 50 basis points to the TOs guaranteed profit. If this challenge is granted, it could pave the way for Illinois transmission customers to challenge ComEd or Ameren’s RTO adder and could save IMEA on transmission costs. IMEA is monitoring this proceeding.
- Ameren Transmission Company of Illinois (ATXI) (ICC Docket No. 26-0081) – ATXI is seeking a Certificate of Public Convenience and Necessity for the Peru-Princeton project. IMEA intervened and attended hearings. ATXI filed an agreed Draft Order with the ICC on August 6, 2026.
- Gridliance Heartland LLC Filing to Authorize Transmission Rate Incentives (ER26-2743-000) – Filed on June 5, 2026, Gridliance is seeking to recover more in cost incentives for two MISO-area transmission projects. IMEA signed a Joint Ownership Agreement with ATXI, Gridliance and Dairyland for an ownership interest option in both transmission projects. IMEA intervened on June 24, 2026. On August 5, 2026, FERC granted Gridliance’s request via Order.
- Ameren Transmission Company of Illinois Filing to Authorize Transmission Rate Incentives (ER26-2744-000) – Filed on June 5, 2026, ATXI is seeking to recover same cost incentives for same projects as Gridliance. IMEA has the same interests as in the Gridliance proceeding. IMEA intervened on June 24, 2026. On August 5, 2026, FERC granted ATXI’s request via Order.

- MISO Filing to Implement Agreements with External Transmission Owners (ER26-1538-000) – Filed on February 27, 2026, MISO seeks to implement Cost Recovery and Funding Agreements with certain PJM Transmission Owners including ComEd and Duke. This will govern funding and ownership of MISO requested facilities in the PJM footprint, including connecting to the 765 kV line and an accompanying substation. FERC issued a Deficiency Letter against MISO on May 22, 2026 with concerns for double cost recovery; MISO responded on June 22, 2026. On August 14, 2026, FERC accepted MISO’s filing and agreements with ComEd and Duke.

NEW BUSINESS

Audit Report: Jodi Dobson of Baker Tilly gave the IMEA Fiscal Audit Report for fiscal year ending April 30, 2026. Dobson reported it was a clean audit and the financial statements received an Unmodified Opinion. Dobson thanked the IMEA Accounting staff for their preparation regarding the audit. There being no questions, David Coston moved to approve the Audit Report, seconded by Josh Eckart. The roll call vote showed unanimous approval.

Resolution #26-08-978 – Approving New Delivery Point for the City of Peru – Jon Wygant stated that LKCS in Peru has requested to install a 212kW solar array which exceeds Peru’s 25kW net metering ordinance and falls under PURPA guidelines for interconnection. He reported that the Interconnection Agreement has been executed and the PPA language is ready to be executed. IMEA staff will finalize the contract terms and operational plans/logistics to allow the customer to provide excess energy to the City distribution system when generation exceeds the customer load at the same meter location. Wygant stated that the monthly payment process will begin the first month after all the Agreements are signed. Within five days of receiving the load data, IMEA will analyze and provide an electronic payment directly to the customer’s bank account and verify with the City. IMEA staff recommends approval of Resolution #26-08-978 authorizing the CEO to finalize and execute the agreement between IMEA, Peru and the retail customer and also to approve the interconnection point of solar output as a new City Delivery Point under the Power Sales Contract. Larry Taylor moved to approve Resolution #26-08-978, seconded by Pat Barry. The motion carried by a unanimous weighted roll call vote with the exception of the abstention by the representative from Peru.

Resolution #26-08-979 – Authorizing Commencement of Work on Integrated Resource Plan (IRP) – Rakesh Kothakapu reported that the Clean and Reliable Grid Affordability Act (CRGA) requires municipalities and joint action agencies to conduct Integrated Resource Planning every 5 years. Members may adopt IMEA’s IRP, but members will still be required to provide notice via their website and billing processes. He stated that IMEA Staff will help coordinate this effort with the municipalities. Kothakapu provided a timeline for the IRP and noted that the consultant contract is scheduled to be finalized in October. He explained that Staff had received 12 proposals from qualified bidders and has narrowed that number down to 4. Staff is currently performing interviews with those 4 bidders to narrow the scope of work, negotiate contracting and to ultimately select the vendor. Kothakapu stated that this Resolution authorizes the President & CEO to commence work on the IRP, select the consultant, take all steps necessary to negotiate, finalize and execute the agreement and to take all actions necessary to implement the integrated resource planning process. Nick Narhi moved to approve Resolution #26-08-979, seconded by Matt Trout. The motion carried by a unanimous roll call vote.

Approval of Committee Vacancies – CEO Doug Brown reported that a vacancy had been created on the Energy Efficiency & Conservation Committee due to Brian Groth no longer being on the IMEA Board. He stated that Brian Groth had been the Chair of this Committee. He explained that the IMEA Bylaws allow for the IMEA Chairman to appoint a member of the IMEA Board to fill a vacancy on an IMEA Committee with Board approval. Chairman Cook's recommendations are as follows: Nick Narhi, currently on the Committee, will fill the Chair position and Raheel Arshed will fill the vacancy created by Nick Narhi moving to the Chair position. Each member has agreed to assume these roles on the Committee. David Coston moved to approve the filling of these Committee vacancies as described above, seconded by Pat Barry. The roll call vote showed unanimous approval with the exception of the abstention by the representatives from Naperville and Winnetka.

At that time, CEO Brown thanked Brad Myers from Carlyle for his four years of service on the IMEA Board of Directors and wished him well in his retirement.

Larry Taylor reported that Don Wendling from Altamont had recently passed away and that Don was the last of the original Board members of IMEA.

Nick Narhi from Winnetka thanked the City of Rock Falls for all of their help with widespread outages and restoration efforts following the storm on July 7, 2026. He also acknowledged the effectiveness of the Mutual Aid Program and thanked the IMUA Staff for all of their coordination efforts.

With there being no other new business, Chairman Cook asked for a motion to adjourn the meeting. The motion was made by Matt Trout, seconded by Cory Sheehy and carried unanimously by voice vote. The meeting was adjourned at 11:55 a.m.

Respectfully submitted,

Secretary/Treasurer

**ILLINOIS MUNICIPAL ELECTRIC AGENCY
BOARD OF DIRECTORS
THURSDAY, AUGUST 27, 2026**

MEMBERS PRESENT

Altamont	Larry Taylor
Breese	Jason Deering
Bushnell	Joe Fosdyck
Carlyle	Brad Myers
Carmi	David Coston
Casey	Ryan Staley
Flora	Bob Coble
Freeburg	Matt Trout
Greenup	John Knueppel
Highland	Dan Cook
Ladd	Pat Barry
Marshall	Cory Sheehy
Mascoutah	Cody Hawkins
Metropolis	Michael Gentry
Naperville	Raheel Arshed
Peru	Kevin Minnick
Princeton	Jeff Mangrich
Rantoul	Geoff Wahl
Red Bud	Josh Eckart
Rock Falls	Larry Hanrahan
St. Charles	Peter Suhr
Sullivan	Mike Kirk
Waterloo	J.R. Landeck
Winnetka	Nick Narhi

MEMBERS ABSENT

Bethany	Shannon Risley
Cairo	Larry Klein
Chatham	Pat McCarthy
Fairfield	Mayor Gary Moore
Farmer City	Adam Turpen
Oglesby	Rich Baldrige
Riverton	Jim Mileham
Roodhouse	Rich Wallis

OTHERS PRESENT

IMEA	Doug Brown
IMEA	Troy Fodor
IMEA	Chris Wise
IMEA	Mandy Ripperda
IMEA	Eric Weinant
IMEA	Rakesh Kothakapu
IMEA	Glenn Cunningham
IMEA	Jaken Hicks
IMEA	Staci Wilson
IMEA	Jonathon Wygant
IMEA	Rodd Whelpley
IMEA	Tia Horn
IMEA	Tammy Hall
IMEA	Ellen Woehrmann
IMEA	Hubert Murray
IMEA	Shadi Ahanchi
IMEA	Charlie Robling
IMEA	Katherine Parrish
Guest	Jodi Dobson (Baker Tilly)
Guest	Kevin Rolingsmeyer (Carlyle)
Guest	Jim Transou (Princeton)
Guest	Giovanni McLean (St. Charles)

LISTEN ONLY VIA WEBINAR

Guest	Greg Hubert
Guest	Jean Korte
Guest	Ted Bourlard

**RESOLUTION APPROVING BAKER TILLY US, LLP
TO PERFORM AUDIT OF FISCAL YEAR ENDING APRIL 30, 2027
FOR THE ILLINOIS MUNICIPAL ELECTRIC AGENCY**

WHEREAS, the Board of Directors of the Illinois Municipal Electric Agency (“IMEA”) has required an annual audit of IMEA operations by an independent certified public accountant; and

WHEREAS, Baker Tilly US, LLP has experience in auditing municipal utilities and joint action municipal electric agencies; and

WHEREAS, Baker Tilly US, LLP has agreed to perform said annual audit in accordance with their letter agreement attached hereto as Exhibit “A” for an estimated amount of \$50,000; and

WHEREAS, the Executive Board has recommended that Baker Tilly US, LLP perform such an audit in accordance with their letter agreement, Exhibit “A”.

NOW, THEREFORE, BE IT RESOLVED BY BOARD OF DIRECTORS OF THE ILLINOIS MUNICIPAL ELECTRIC AGENCY:

Section 1. The Board of Directors approves the selection of Baker Tilly US, LLP as IMEA’s auditor for Fiscal Year ending April 30, 2027.

Section 2. The President & CEO is authorized to execute an agreement substantially in the form of Exhibit A, attached hereto.

Section 3. The Secretary/Treasurer is hereby authorized, empowered and directed to pay for services related to the annual audit in accordance with the executed agreement.

Section 4. This Resolution shall take effect immediately upon passage.

ADOPTED: _____, 2026 SIGNED: _____, 2026

BY: _____
Chairman

ATTEST: _____
Secretary/Treasurer

EXHIBIT A



October 14, 2026

Doug Brown, President and
CEO Illinois Municipal Electric
Agency 3400 Conifer Drive
Springfield, Illinois 62711
United States

Thank you for using Baker Tilly US, LLP (Baker Tilly, we, our) as your accountants.

The purpose of this letter (the Engagement Letter) is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide to Illinois Municipal Electric Agency (Client, you, your).

Services and Related Report

We will audit the basic financial statements of Client as of and for the years ended April 30, 2027 and 2026 and the related notes to the financial statements (collectively, the "financial statements"). Upon completion of our audit, we will provide Client with our audit report on the financial statements referred to below. If, for any reasons caused by or relating to the affairs or management of Client, we are unable to complete the audit or are unable to or have not formed an opinion, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report, or if necessary, withdraw from the engagement.

Our report does not include reporting on key audit matters.

Our Responsibilities and Limitations

The objective of a financial statement audit is the expression of an opinion on the financial statements. We will be responsible for performing that audit in accordance with auditing standards generally accepted in the United States of America (GAAS). These standards require that we plan and perform our audit to obtain reasonable, rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. A misstatement is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user based on the financial statements. The audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation.

Our audit does not relieve management and those charged with governance of their responsibilities. Our audit is limited to the period covered by our audit and does not extend to any later periods during which we are not engaged as auditor.

The audit will include obtaining an understanding of Client and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to determine the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal controls or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control matters that are required to be communicated under professional standards.

We are also responsible for determining that those charged with governance are informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures; (b) difficulties encountered in performing the audit; (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures; and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that those charged with governance receive copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

The audit will not be planned or conducted in contemplation of reliance of any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be addressed differently by a third party, possibly in connection with a specific transaction.

Nonattest Services

Prior to or as part of our audit engagement, it may be necessary for either Baker Tilly US, LLP or Baker Tilly Advisory Group, LP to perform certain nonattest services.

We will perform the following nonattest services:

- > Financial statement drafting

None of these nonattest services constitute an audit under generally accepted auditing standards.

Baker Tilly US, LLP and Baker Tilly Advisory Group, LP will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, Baker Tilly US, LLP or Baker Tilly Advisory Group, LP agree that you will:

- > Continue to make all management decisions and perform all management functions including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge and/or experience, preferably within senior management, to oversee the services performed.
- > Evaluate the adequacy and results of the nonattest services performed.
- > Accept responsibility for the results of the nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Management's Responsibilities

Our audit will be conducted on the basis that Client's management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- > For the preparation and fair presentation of the financial statements and supplementary information in accordance with accounting principles generally accepted in the United States of America;
- > For the design, implementation, establishment, and maintenance of internal control relevant to the preparation and fair presentation of financial statements and supplementary information that are free from material misstatement, whether due to fraud or error; and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met and;
- > To provide us with:
 - Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements and supplementary information such as records, documentation, and other matters;
 - Additional information that we may request from management for the purpose of the audit; and
 - Unrestricted access to persons within Client from whom we determine it necessary to obtain audit evidence.

Management is responsible for (i) adjusting the financial statements to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the financial statements taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with GAAP. Management is also responsible for identifying and ensuring that Client complies with the laws and regulations applicable to its activities.

As part of our audit process, we will request from management and, when appropriate, those charged with governance written confirmation concerning representations made to us in connection with the audit.

Management is responsible for informing us on a timely basis of the name of any single investor in you that owns 20% or more of your equity at any point in time. Management is also responsible for informing us on a timely basis of any investments held by you which constitutes 20% or more of the equity/capital of the investee entity at any point in time.

Our professional standards require that we remain independent of Client as well as any "affiliate" of Client. Professional standards define an affiliate as follows:

Included Entities: Entities that are required under the applicable financial reporting framework to be included in the financial statements of the financial statement attest client, and are included. This would include the following:

- > An entity included in a Client's financial statements and the auditor does not refer to another auditor's report regarding that entity;
- > An entity included in a Client's financial statements and the auditor make's reference to another auditor's report regarding that entity and is material to Client's financial statements as a whole and Client has "more than minimal influence" over the entity's accounting or financial reporting process.

Excluded Entities: Entities that are required under the applicable financial reporting framework to be included in the financial statements of the financial statement attest client, but are excluded. This would include the following:

- > An entity excluded in a Client's financial statements and is material to Client's financial statements as a whole and Client has "more than minimal influence" over the entity's accounting or financial reporting process.

Investments (Investee): Investments in an investee held by the investor (Client or another "affiliate" of the Client). This would include investments when the following occurs:

- > When the investor either;
 - o Controls the investee (e.g., controlling or ownership interest) unless the investment in the investee is trivial and clearly inconsequential to Client's financial statements as a whole; or
 - o Has significant influence over the investee and the investment in the investee is material to Client's financial statements as a whole.

Baker Tilly is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 15B of the Securities Exchange Act of 1934 (the Act). Baker Tilly is not recommending an action to Client; is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Act to you with respect to the information and material contained in the deliverables issued under this engagement. Any municipal advisory services would only be performed by Baker Tilly Municipal Advisors LLC (BTMA) pursuant to a separate engagement letter between you and BTMA. You should discuss any information and material contained in the deliverables with any and all internal and external advisors and experts that you deem appropriate before acting on this information or material.

Other Documents

Auditing standards generally accepted in the United States of America require that we read any annual report that contains our audit report. The purpose of this procedure is to consider whether the other information in the annual report, including the manner of its presentation, is materially inconsistent with information appearing in the financial statements or otherwise appears to be materially misstated. You have acknowledged to us that you do not intend to issue an annual report or any or combination of documents which would meet the definition of an annual report in accordance with auditing standards generally accepted in the United States of America and that you will notify in a timely manner if your intentions change.

You agree that any reference to, or association with, us in connection with the results of the audit must include our report and the complete set of financial statements covered by our report, including related footnotes and supplementary information, if applicable. Our report may not be reproduced, referred to, or otherwise used in a manner that states or implies that our report covers any financial information, financial statements, or other subject matter, or portions thereof, that were not the subject of this engagement.

Client may wish to include our report on these financial statements in a registration statement proposed to be filed under the Securities Act of 1933, or in some other securities offering. You agree that the aforementioned audit report, or reference to Baker Tilly will not be included in such offering without our prior written acknowledgement or consent. Any agreement to perform work in connection with an offering, including an agreement to provide acknowledgement or consent, will be a separate agreement.

Timing and Fees

Our estimated professional fees for these services will be \$50,000.

In addition to professional fees, our invoices will include our standard technology charge of 5%, plus travel and subsistence and other out-of-pocket expenses related to the engagement.

A charge of 1.5 percent per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. Client will be obligated to compensate us for all time expended and to reimburse us for all expenditures through the date of termination. In the event that collection procedures are required, Client agrees to be responsible for all expenses of collection including related attorneys' fees.

Our fee estimate is based on certain assumptions. Certain circumstances may arise during the course of our audit that could significantly affect the targeted completion date or our fee estimate, and additional fees may be necessary as a result. Such circumstances include but are not limited to the following:

- > Changes to the timing of the engagement initiated by Client, which may require the reassignment of our personnel.
- > Client's failure to provide all information requested by us (i) on the date requested, (ii) in the form acceptable to us, (iii) with no mathematical errors, and (iv) in agreement with the appropriate Client records.
- > Significant delays in responding to inquiries made of Client personnel, or significant changes in Client accounting policies or practices, or in Client accounting personnel, their responsibilities, or their availability.
- > Significant delays or errors in the draft financial statements and necessary schedules prepared by Client personnel.
- > Implementation of new general ledger software or a new chart of accounts by Client.
- > Significant changes in Client's business operations, including business combinations, the creation of new entities, divisions, or subsidiaries within Client, significant new employment or equity agreements, or significant subsequent events. Certain business transactions or changes in business operations or conditions, financial reporting, and/or auditing standards may require us to utilize the services of internal or external valuation or tax specialists.
- > New financing arrangements or modifications to existing financing arrangements, or significant new federal or state funding.
- > Significant deficiencies or material weaknesses in the design or operating effectiveness of Client's internal control over financial reporting.
- > A significant level of proposed audit adjustments.
- > Issuance of additional accounting or financial reporting standards subsequent to or effective for the periods covered by this Engagement Letter.
- > Circumstances beyond our control.

For new business transactions or changes in business operations or conditions, financial reporting and/or auditing standards may require us to utilize the services of internal or external valuation or tax specialists. This includes matters such as business combinations, impairment evaluations and going concern evaluation, among other potential needs for specialists. The time and cost of such services are not included in the fee estimate provided.

Revisions to the scope of our work will be communicated to you and may be set forth in the form of an "Amendment to Existing Engagement Letter." In addition, if we discover compliance issues that require us to perform additional procedures and/or provide assistance with these matters, fees at our standard hourly rates apply.

Acknowledgement

All work to be performed by Baker Tilly under this Engagement Letter shall be subject to Baker Tilly's Assurance Terms attached herein. If you agree with the scope of work and fees outlined in the Engagement Letter and the Assurance Terms, please sign and return this letter.

We appreciate the opportunity to be of service to you. If there are any questions regarding the Engagement Letter, please contact Jodi L. Dobson, the professional on this engagement who is responsible for the overall supervision and review of the engagement and for determining that the engagement has been completed in accordance with professional standards.

Sincerely,

Baker Tilly US, LLP

The services as set forth in this Engagement Letter and the attached Assurance Terms are agreed to by:

Baker Tilly US, LLP

Illinois Municipal Electric Agency

Signature:

Signature:

Name: Jodi Dobson

Name: Doug Brown

Title: Principal

Title: President and CEO

Date:

Date:

Baker Tilly US, LLP

Standard Assurance Terms

These Standard Assurance Terms ("Engagement Terms") govern the Services provided by Baker Tilly US, LLP ("Baker Tilly," "we," "us," "our") set forth in the engagement letter (the "Engagement Letter") to which these Engagement Terms are attached. These Engagement Terms and, where applicable, any online terms and conditions or terms of use ("Online Terms") related to online products or services ("Online Offering") or third-party software ("Third-Party Software") made available to Client by Baker Tilly, together with the Engagement Letter (collectively, the "Agreement"), constitute the entire understanding of the agreement between Baker Tilly and the Client referred to on such Engagement Letter. This Agreement shall supersede and replace all prior or contemporaneous representations, understandings or agreements with regard to the Services, and may not be modified or amended except by an agreement in writing signed between the parties hereto. For clarity and avoidance of doubt, these Engagement Terms and the Engagement Letter govern Baker Tilly's provision of Services, and the Online Terms govern Client's use of the Online Offering or Third-Party Software. If there is a conflict between these Engagement Terms and the terms of any Engagement Letter, these Engagement Terms shall govern. Any capitalized terms not defined herein shall have the meaning set forth in the Engagement Letter.

1. Client Information

All information provided by you or on your behalf ("Client Information") will be accurate and complete. You represent the provision of Client Information to us will not infringe any intellectual property, privacy, proprietary, or other third-party rights. You also represent that you have obtained all necessary consents and have provided all necessary notifications to the extent required by applicable law in connection with the provision of Client Information to us.

2. Confidentiality and Required Disclosures

- a. With respect to this Agreement and any information supplied by the disclosing party (the "Disclosing Party") in connection with this Agreement that should reasonably be treated as confidential and/or proprietary ("Confidential Information"), the receiving party (the "Recipient") agrees to: (i) protect the Confidential Information in the same manner in which it protects its confidential information of like importance, but in no case using less than reasonable care; (ii) use the Confidential Information only to perform its obligations under this Agreement; and (iii) reproduce Confidential Information only as required to perform its obligations under this Agreement. This section shall not apply to information which is (a) publicly known, other than as a result of a breach of this Agreement by Recipient, (b) already known to the Recipient, (c) disclosed to Recipient by a third party who, to the best of Recipient's knowledge, owes no obligation of confidentiality to the Disclosing Party or (d) independently developed by Recipient. Subject to the foregoing, Baker Tilly may disclose Client's Confidential Information (y) to its Subcontractors and subsidiaries, or (z) when required to comply with a legal requirement or order, or as required by regulations or professional standards governing the Services performed.
- b. Baker Tilly may be required to disclose Confidential Information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that Baker Tilly receives a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, Baker Tilly will promptly notify the Client, unless otherwise prohibited. In the event Baker Tilly is requested by Client or required by government regulation, subpoena or other legal process to produce Baker Tilly's engagement working papers or its personnel as witnesses with respect to Services rendered to Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Baker Tilly may seek reimbursement for Baker Tilly's professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.
- c. Baker Tilly may be required to disclose Confidential Information with respect to complying with certain professional obligations, such as regulatory and state board of accountancy oversight and peer review programs. All participants in peer review programs are bound by the same confidentiality requirements as Baker Tilly and its employees. Baker Tilly will not be required to notify the Client if disclosure of Confidential Information is necessary for such purposes.

3. Workpaper Retention

- a. Our documentation for this engagement, including our workpapers, is the property of Baker Tilly and constitutes Confidential Information. We may retain the documentation for a period of time sufficient to satisfy our firmwide document retention policy and any applicable legal or regulatory requirements for records retention. Baker Tilly does not retain any original client records and Baker Tilly will return such records to Client at the completion of the Services rendered under this Agreement. When such records are returned to Client, it is the Client's responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. Client acknowledges and agrees that, upon the expiration of the documentation retention period, Baker Tilly shall be free to destroy its engagement files, including its workpapers, related to this Agreement. If Baker Tilly is required by law, regulation or professional standards to make certain documentation available to regulators, the Client hereby authorizes Baker Tilly to do so.

4. Support Staff and Personnel

- a. Baker Tilly may use temporary contract staff to perform certain tasks on this engagement and will bill for that time at the rate that corresponds to Baker Tilly staff providing a similar level of service. Upon request, Baker Tilly will be happy to provide details on training, supervision and billing arrangements Baker Tilly uses in connection with these professionals. Additionally, Baker Tilly may from time to time, and depending on the circumstances, use subcontractors (e.g., to act as a specialist or audit an element of the financial statements) in serving Client's account ("Subcontractors"). Baker Tilly may share Confidential Information about Client with these contract staff and Subcontractors. Baker Tilly remains committed to maintaining the confidentiality and security of Client's information. Accordingly, Baker Tilly maintains internal policies, procedures and safeguards to protect the confidentiality of Client's personal information. Contract staff and Subcontractors are subject to confidentiality agreements requiring them to maintain the confidentiality of Client's information and Baker Tilly will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of Client's Confidential Information to others. In the event that Baker Tilly is unable to secure an appropriate confidentiality agreement, Client will be asked to provide Client's consent prior to the sharing of Client's Confidential Information with the contract staff or Subcontractors. Baker Tilly will remain responsible for the work provided by any such contract staff or Subcontractors.
- b. Certain engagement personnel who are not licensed as certified public accountants may provide services during this engagement.

Baker Tilly US, LLP

Standard Assurance Terms (cont.)

5. Limitation on Damages and Indemnification

- a. THE LIABILITY (INCLUDING ATTORNEY'S FEES AND ALL OTHER COSTS) OF BAKER TILLY AND ITS PRESENT OR FORMER PARTNERS, PRINCIPALS, AGENTS OR EMPLOYEES RELATED TO ANY CLAIM FOR DAMAGES RELATING TO THE SERVICES PERFORMED UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO BAKER TILLY FOR THE PORTION OF THE WORK TO WHICH THE CLAIM RELATES, EXCEPT TO THE EXTENT FINALLY DETERMINED TO HAVE RESULTED FROM THE WILLFUL MISCONDUCT OR FRAUDULENT BEHAVIOR OF BAKER TILLY RELATING TO SUCH SERVICES. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY TO THE FULL EXTENT ALLOWED BY LAW, REGARDLESS OF THE GROUNDS OR NATURE OF ANY CLAIM ASSERTED, INCLUDING THE NEGLIGENCE OF EITHER PARTY.
- b. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES, COSTS, EXPENSES OR LOSSES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND OPPORTUNITY COSTS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.
- c. As Baker Tilly is performing the Services solely for Client's benefit, Client will indemnify Baker Tilly, its subsidiaries, and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third party claim, relating to or arising as a result of the Services, or this Agreement.
- d. Because of the importance of the information that Client provides to Baker Tilly with respect to Baker Tilly's ability to perform the Services, Client hereby releases Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the Services, that arise from or relate to any information, including representations by management, provided by Client, Client personnel or agents, that is not complete, accurate or current, whether or not management knew or should have known that such information was not complete, accurate or current.
- e. Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material bargained for bases of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Agreement and in the decision by each party to enter into this Agreement.
- f. The terms of this Section 5 shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of Client, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Agreement.
- g. Client accepts and acknowledges that any legal proceedings arising from or in connection with the Services provided under this Agreement must be commenced within twelve (12) months after the performance of the Services for which the action is brought, without consideration as to the time of discovery of any claim or any other statutes of limitations or repose.

6. Data Privacy and Security

- a. To the extent the Services require Baker Tilly to receive personal data or personal information, excluding protected health information, from Client, Baker Tilly may process, and engage subcontractors to assist with processing, any personal data or personal information, as those terms are defined in applicable privacy laws. Baker Tilly's processing shall be in accordance with the requirements of the applicable privacy laws relevant to the processing in providing Services hereunder, including Services performed to meet the business purposes of the Client, such as Baker Tilly's tax, advisory, and other consulting services. Applicable privacy laws may include any local, state, federal or international laws or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Baker Tilly or our clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records, and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly is acting as a Service Provider/Data Processor, as those terms are defined respectively under the CCPA/GDPR, in relation to Client personal data and personal information. As a Service Provider/Data Processor processing personal data or personal information on behalf of Client, Baker Tilly shall, unless otherwise permitted by applicable privacy law, (a) follow Client instructions; (b) not sell personal data or personal information collected from the Client or share the personal data or personal information for purposes of targeted advertising; (c) not process personal data or personal information for commercial purposes other than related to the Client's engagement; (d) notify Client if it becomes aware it can no longer comply with applicable privacy law and, upon such notice, shall permit Client to take reasonable and appropriate steps to remediate personal data or personal information processing; and (e) cooperate with and provide reasonable assistance to Client to ensure compliance with applicable privacy laws. Client is responsible for notifying Baker Tilly of any applicable privacy laws the personal data or personal information provided to Baker Tilly is subject to, and Client represents and warrants it has all necessary authority (including any legally required consent from individuals) to transfer such information and authorize Baker Tilly to process such information in connection with the Services described herein. Client further understands Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and subsidiaries, including Baker Tilly One India LLP, may process Client data as necessary to perform the Services, pursuant to the alternative practice structure in place between these entities. Baker Tilly Advisory Group, LP maintains custody of client files for Baker Tilly. By executing this Agreement, Client hereby consents to the transfer to Baker Tilly Advisory Group, LP of all Client files, workpapers and work product. Baker Tilly Advisory Group, LP and its subsidiaries are bound by the same confidentiality obligations as Baker Tilly US, LLP. Client agrees that Baker Tilly has the right to utilize Client data to improve internal processes and procedures and to generate aggregated/de-identified data from the data provided by Client to be used for Baker Tilly business purposes and with the outputs owned by Baker Tilly. For clarity, Baker Tilly will only disclose aggregated/de-identified data in a form that does not identify Client, Client employees, or any other individual or business entity and that is stripped of all persistent identifiers. Client is not responsible for Baker Tilly's use of aggregated/de-identified data.

Baker Tilly US, LLP Standard Assurance Terms (cont.)

- b. Baker Tilly has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations and other information security related system requirements. Such requirements are communicated in Baker Tilly's policies and procedures, system design documentation and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notification to Baker Tilly of any additions, changes or removals of access for Client personnel to Baker Tilly provided systems or applications. If Client becomes aware of any known or suspected information security or privacy related incidents or breaches related to this Agreement, Client should timely notify Baker Tilly via email at dataprotectionofficer@bakertilly.com.

7. Termination

This Agreement may be terminated at any time by either party upon written notice to the other. In such event, Baker Tilly will stop providing services hereunder except on work, mutually agreed upon in writing, necessary to carry out such termination. In the event of termination: (a) Client shall pay for services provided and expenses incurred through the effective date of termination, (b) Baker Tilly will provide all finished reports that have been prepared pursuant to this Agreement, (c) neither party shall be liable to the other for any damages that occur as a result of Baker Tilly ceasing to render services, and (d) Baker Tilly will require any new accounting firm that Client may retain to execute access letters satisfactory to Baker Tilly prior to reviewing our files.

8. Alternative Dispute Resolution

- a. Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies of every kind and nature arising out of or in connection with this Agreement and/or the Services, or any services subsequently provided to Client by Baker Tilly, or as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation or termination of this Agreement and/or the continuation or termination of any services ("Dispute(s)") shall be resolved as set forth in this section using the following procedure. In the unlikely event that a Dispute is not resolved by mutual agreement, the parties to the Dispute agree to attempt in good faith to settle the Dispute by mediation administered by the American Arbitration Association (AAA) under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation, and the fees and expenses of the mediator shall be shared equally by the parties.
- b. If mediation does not settle the Dispute, then the Dispute shall be settled by binding arbitration to be initiated by the party seeking damages or other permitted relief in any form (the "Claimant"). The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the services subject to the Dispute is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) as amended and effective February 1, 2015, and will proceed in accordance with the Arbitration Rules for Professional Accounting and Related Disputes of the AAA (the "Rules"), except that no prehearing discovery shall be permitted unless specifically authorized by the arbitrators upon a showing of substantial need. Any issue concerning the extent to which the Dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the FAA and resolved by the arbitrators. The arbitration will be conducted before a panel of three (3) arbitrators, with experience in accounting and auditing matters or resolving accounting and auditing matters. In the thirty (30) days after the arbitration is initiated, the parties shall attempt to mutually agree on the three (3) arbitrators, including one arbitrator who will serve as chair of the panel, and all of whom may be selected from AAA, JAMS, the Center for Public Resources, or any other internationally or nationally-recognized organization mutually agreed upon by the parties. If the parties cannot agree on a panel of three (3) arbitrators within the thirty (30) day period, the three (3) arbitrators shall be selected according to Rules A-16(a) and (b) of the Rules except that the AAA shall send an identical list of fifteen (15) names to the parties to the arbitration. The arbitrators shall have no authority to award non-monetary or equitable relief and will not have the right to award punitive damages or statutory awards. Furthermore, in no event shall the arbitrators have power to make an award that would be inconsistent with the Agreement or any amount that could not be made or imposed by a court deciding the matter in the same jurisdiction. The award of the arbitration shall be in writing and shall be accompanied by a well-reasoned opinion. The award issued by the arbitrators may be confirmed in a judgment by any federal or state court of competent jurisdiction. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrators shall be equally divided by the parties. Both parties agree and acknowledge that they are each giving up the right to have any Dispute heard in a court of law before a judge and a jury, as well as any appeal. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. The arbitrators shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction and subject to the choice of law provision set forth below, including the contractual limitations set forth in this Agreement, and shall have no power to decide the Dispute in any manner not consistent with such limitations period.
- c. Client and Baker Tilly agree that if a party breaches any of its obligations hereunder, and if such breach will cause irreparable harm, the nonbreaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights hereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation or arbitration procedures set forth in this section in order to seek injunctive or declaratory relief. Baker Tilly's Services shall be evaluated solely on Baker Tilly's substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

9. Force Majeure

In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any act of God; fire, casualty, flood, war, strike, lock out, failure of public utilities, or injunction; any act, exercise, assertion or requirement of any governmental authority; any epidemic, destruction of production facilities, or insurrection; any, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs; or any other cause beyond the reasonable control of the party invoking this provision, and if such party shall have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's failure to perform shall be excused and the period of performance shall be deemed extended to reflect such delay as agreed upon by the parties.

Baker Tilly US, LLP Standard Assurance Terms (cont.)

10. Taxes

Baker Tilly's fees are exclusive of any federal, national, regional, state, provincial or local taxes, including any sales taxes, VAT or other tax withholdings, imposed on this transaction, the fees, or on Client's use of the Services or possession of any deliverable (individually or collectively, the "Taxes"). All applicable Taxes shall be paid by Client without deduction from any fees owed by Client to Baker Tilly. If any applicable law requires Client to deduct or withhold taxes from any payment due to Baker Tilly, Client shall gross up such payment so that, after such deduction or of withholding, Baker Tilly receives the full amount originally invoiced. In the event Client fails to pay any Taxes when due, Client shall defend, indemnify, and hold harmless Baker Tilly, its officers, agents, employees and consultants from and against any and all fines, penalties, damages, costs (including, but not limited to, claims, liabilities or losses arising from or related to such failure by Client) and will pay any and all damages, as well as all costs, including, but not limited to, mediation and arbitration fees and expenses as well as attorneys' fees, associated with Client's breach of this Section 10.

11. Notices

Any notice or communication required or permitted under this Agreement shall be in writing and shall be deemed received (i) on the date personally delivered; or (ii) the date of confirmed receipt if sent by Federal Express, DHL, UPS or any other reputable carrier service, to applicable party (sending it to the attention of the signatory hereto) at the address specified in this Agreement or such other address as either party may from time to time designate to the other using this procedure.

12. Miscellaneous

- a. Any offer of employment to members of the engagement team prior to issuance of our report may impair our independence, and as a result, may result in our inability to complete the engagement and issue a report. In addition, Baker Tilly's dedication to client service is carried out through Baker Tilly's employees who are integral in meeting this objective. In recognition of the importance of Baker Tilly's employees it is hereby agreed that the Client will not solicit Baker Tilly's employees for employment or enter into an independent contractor arrangement with any individual who is or was an employee of Baker Tilly for a period of twelve (12) months following the date of the conclusion of this engagement. If the Client violates this non solicitation clause, the Client agrees to pay to Baker Tilly a fee equal to the hired person's annual salary at the time of the violation so as to reimburse Baker Tilly for the costs of hiring and training a replacement.
- b. The provisions of this Agreement, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties, including any successors or assignees. If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Agreement shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.
- c. If because of a change in the Client's status or due to any other reason, any provision in this Agreement would be prohibited by, or would impair Baker Tilly's independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this Agreement shall consist of the remaining portions.
- d. Neither this Agreement, nor any claims, rights or licenses granted hereunder may be assigned, delegated or subcontracted by Client without the written consent of Baker Tilly. Baker Tilly may assign and transfer this Agreement to any successor that acquires all or substantially all of the business or assets of Baker Tilly by way of merger, consolidation, other business reorganization, or the sale of interests or assets.
- e. The parties hereto are independent contractors. Nothing herein shall be deemed to constitute either party as the representative, agent, partner or joint venture of the other. Baker Tilly shall have no authority to bind Client to any third-party agreement. Though the Services may include Baker Tilly's advice and recommendations, all decisions regarding the implementation of such advice or recommendations shall be the responsibility of, and made by, Client.
- f. This Agreement's provisions shall not be deemed modified or amended by the conduct of the parties. The failure of either party at any time to enforce any of the provisions of this Agreement will in no way be construed as a waiver of such provisions and will not affect the right of party thereafter to enforce each and every provision thereof in accordance with its terms.
- g. Client acknowledges that: (i) Baker Tilly and Client may correspond or convey documentation via Internet e-mail unless Client expressly requests otherwise, (ii) neither party has control over the performance, reliability, availability or security of Internet e-mail, and (iii) Baker Tilly shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption or alteration of any Internet e-mail.
- h. Except to the extent expressly provided to the contrary, no third-party beneficiaries are intended under this Agreement.
- i. The Services performed under this Agreement do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation.
- j. Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and business advisory services to their clients. Baker Tilly Advisory Group, LP and its subsidiary entities are not licensed CPA firms. Baker Tilly Advisory Group, LP and its subsidiaries and Baker Tilly US, LLP, trading as Baker Tilly, are independent members of Baker Tilly International Limited ("Baker Tilly International"). Baker Tilly International is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity, and each describes itself as such. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP are not Baker Tilly International's agent and do not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Advisory Group, LP, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International have any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly US, LLP
Standard Assurance Terms (cont.)

k. If you request or require that we submit invoices through your vendor management or payment portal system ("VMS"), we will not be responsible for any management, administration or fees of any kind (including as a deduction or set-off to fees due to us) associated with our use of such VMS, and we shall not be subject to any additional terms and conditions of such VMS, notwithstanding a requirement that we click-through or agree to such terms in order to submit invoices. Any such terms will be void. Further, handwritten edits to this Agreement are expressly rejected and are void.

13. Use of Baker Tilly Name

The Client may not use any of Baker Tilly or its affiliates' names, trademarks, service marks or logos in connection with the services contemplated by this Agreement or otherwise without the prior written permission of Baker Tilly, which permission may be withheld for any or no reason and may be subject to certain conditions.

14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without giving effect to the provisions relating to conflict of laws. Any non-arbitrable action arising under this Agreement shall be brought exclusively in the State of Illinois, and both parties consent to the personal jurisdiction of the state and federal courts located in Illinois.

ORDINANCE APPROVING REVISED RATE SCHEDULE B

WHEREAS, the Illinois Municipal Electric Agency (“IMEA”) has heretofore entered into Power Sales Contracts with member municipalities purchasing the full requirements of their electric systems from the Agency (“Participating Members”) and has established Rate Schedule B as the primary Rate Schedule under the Power Sales Contracts; and

WHEREAS, the Power Sales Contracts between IMEA and the Participating Members require that the Agency review the rates and charges under the Power Sales Contracts at such intervals as it shall determine appropriate, but in any event not less frequently than once in each calendar year, and if necessary, revise its rates and charges under the Power Sales Contracts, to ensure that the rates and charges thereunder cover the Agency’s estimated Revenue Requirements; and

WHEREAS, IMEA staff has reviewed the current rates and charges and determined that due to the upcoming increases in transmission service charges from the Agency’s underlying transmission service providers, IMEA staff is recommending that the Delivery Service Charges in Rate Schedule B be increased as follows:

For Members with delivery voltage less than 100 kV:
From \$9.57 to \$9.83 per kW-month of Billing Demand

For Members with delivery voltage of 100 kV or greater:
From \$8.03 to \$8.29 per kW-month of Billing Demand

WHEREAS, IMEA staff has further determined that due to increased volatility in the market and increased costs generally, the amounts authorized to be used from the Rate Stabilization Account to reduce the rate impact to the Members caused by extraordinary cost(s) have become insufficient to provide meaningful relief and should be increased to a maximum of \$3,000,000 per month and a maximum of \$12,000,000 per year; and

WHEREAS, the attached Rate Schedule B has been revised to reflect the foregoing changes; and

WHEREAS, the Board of Directors, having reviewed the recommendations of the IMEA Staff and the modification made to the attached Schedule B, hereby finds and determines that it is necessary and appropriate at this time to increase the Delivery Service Charges in Rate Schedule B and to increase the maximum monthly and annual amounts that can be used from the Rate Stabilization Account to offset extraordinary costs, each as recommended by IMEA Staff, and that the revised Rate Schedule B should be adopted and approved.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE ILLINOIS MUNICIPAL ELECTRIC AGENCY:

Section 1. The findings and determinations set forth in the prefatory portion of this Ordinance are hereby made findings and determinations of the Board of Directors of the Illinois

Municipal Electric Agency and are incorporated into the body of this Ordinance as if set forth in full.

Section 2. The revised Rate Schedule B entitled Schedule B Illinois Municipal Electric Agency Power Sales Rate Schedule, which is attached hereto and incorporated herein by reference, is hereby adopted and approved by the Board of Directors and shall be effective as of January 1, 2027.

Section 3. Each previously approved version of Rate Schedule B and each Ordinance approving such rate schedules are specifically superseded, cancelled and terminated by this Ordinance and they shall be of no further effect; provided however, the Rate Schedule B approved October 23, 2025 by Ordinance #25-10-964 that is currently in effect shall remain in effect until immediately prior to the effective date of the revised Rate Schedule B adopted and approved by this Ordinance.

Section 4. The President & CEO is hereby authorized to take such actions as are required under the Power Sales Contracts or otherwise, including the giving of any required notice, to cause the revised Rate Schedule B to be effective as of January 1, 2027, and to take all steps and execute any and all documents reasonably necessary or appropriate to implement and/or administer such Rate Schedule. The execution by the President & CEO of all such documents is hereby approved, ratified and confirmed.

Section 5. This Ordinance shall take effect immediately upon its passage.

ADOPTED: _____, 2026

SIGNED: _____, 2026

BY: _____
Chairman

ATTEST: _____
Secretary/Treasurer

SCHEDULE B

**ILLINOIS MUNICIPAL ELECTRIC AGENCY
POWER SALES RATE SCHEDULE**

1. **Applicability.** This Power Sales Rate Schedule is applicable to electric service for all requirements for municipal use and redistribution to retail customers purchased in accordance with the provisions of the Power Sales Contract, other than those requirements purchased under any other Rate Schedule, Rate Ordinance or special situation approved by the Board of Directors for the applicable period thereunder.
2. **Availability.** This Power Sales Rate Schedule is available to Participating Members of the Agency who have executed a Power Sales Contract.
3. **Character of Service.** Electricity furnished under this Schedule B at one or more Points of Delivery as set forth in Schedule A to the Participating Member's Power Sales Contract shall be sixty-Hertz, three phase, alternating current.
4. **Billing Rates.** For electricity furnished under Schedule B, the related charges for each Billing Period shall be determined as follows:

Demand Charges:

Power Supply Charge	\$9.50 per kilowatt ("kW") of Billing Demand
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Delivery Service Charge	Members with delivery voltage less than 100 kV
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	\$9.83 per kilowatt ("kW") of Billing Demand
--	--

-OR-

	Members with delivery voltage of 100 kV or greater
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	\$8.29 per kilowatt ("kW") of Billing Demand
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Facilities Charge	Any Member (i) who has access to an alternative feed for which IMEA incurs separate additional charges from a Delivery Service Provider, or (ii) who causes IMEA to incur charges from a Delivery Service Provider for facilities needed to correct the Member's power factor, will reimburse IMEA the actual cost of such additional charges.
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Energy Charge	35.00 mills per kilowatt-hour ("kWh") for all Billing Energy
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Reactive Demand Charge	\$0.25 per kilo-VAr ("kVAr") for each kVAr of Maximum Lagging Reactive Billing Demand
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Cost Adjustments

As set forth in Section 10 below

5. Billing Period. The Billing Period shall be as nearly as practical to a calendar month.
6. Billing Metering. The metered demand in kW each Billing Period shall be the highest 60-minute integrated demand (or corrected to a 60-minute basis if demand registers other than 60-minute demand registers are installed) measured during the Billing Period.

Demand and energy meter readings shall be adjusted, if appropriate, as provided in Schedule A of the Participating Member's Power Sales Contract.

7. Billing Demand. The Billing Demand in any Billing Period shall be the metered demand for the period as determined under Section 6 giving effect to all applicable adjustments, including any additions or exclusions for all or part of the demand elements under any other Rate Schedule, Rate Ordinance or special situation approved by the Board of Directors for the applicable period thereunder.
8. Billing Energy. The Billing Energy in any Billing Period shall be the metered energy for the period as determined under Section 6 giving effect to all applicable adjustments as required, including any additions or exclusions for all or part of the energy elements under any other Rate Schedule, Rate Ordinance or special situation approved by the Board of Directors for the applicable period thereunder.
9. Maximum Lagging Reactive Billing Demand. The Maximum Lagging Reactive Billing Demand for any Billing Period shall be the highest hourly summation of the flow of reactive power from IMEA to each Participating Member during the Billing Period.
10. Cost Adjustments. The Agency shall apply adjustment factors as either charges or credits on the Participating Member bills as determined from the variance in the Agency's demand and energy supply costs from those as calculated at the time of the Agency's base rate determination. Adjustments for variances in demand related costs shall be accounted for using the Demand Cost Adjustment ("DCA"). Adjustments for variances in energy related costs shall be accounted for using the Energy Cost Adjustment ("ECA"). The DCA and ECA will be applied on the invoice following the applicable month of service but shall be applied to the demand or energy usage from the prior Billing Period. The DCA and ECA are further defined below:

DCA: Demand related cost variance shall be computed monthly as the difference between the Agency's actual and base demand related costs. The resulting DCA factor for the period shall be calculated to the nearest \$0.01 per kilowatt, using the following formula:

$$DCA = \frac{SRDC - (9.50 \text{ times } MBD)}{MBD}$$

Where:

SRDC is the total fixed costs of the Agency's System Resources used to serve the Agency's Participating Members during the prior Billing Period, which includes, but is not limited to, the following:

- (1) Capacity payments to generating Participating Members.
- (2) The demand related costs of all long-term power purchased by the Agency. The costs of (or credits from the revenue from) long- or short-term bilateral purchases (or sales) of capacity; and charges or credits from the Regional Transmission Organizations that control the markets for the regions where the Participating Members are located, or their successors ("RTOs"), related to capacity. Charges and credits shall be deemed to be related to capacity, as opposed to energy or transmission, based on their designation in the RTOs' invoices and settlement statements.
- (3) One-half of the monthly debt service obligation associated with the financing of Agency-owned resources and facilities, to include one-half of the amounts sequestered by the federal government on a bi-annual basis related to Build America Bonds. The debt service obligation shall include any remaining capitalized interest once a project has been placed in commercial operations and shall be proportioned monthly based on historic monthly demand. The interest on any then-current line of credit or other short-term debt obligation approved by the Board.
- (4) One-half of the monthly amount collected to fund future decommissioning costs for IMEA ownership of Prairie State Energy Campus and Trimble County Generating Station beginning on May 1, 2025. The decommissioning fund amount to be collected shall be determined and approved by the Board of Directors at a future date and reviewed for sufficiency as appropriate.
- (5) The monthly fixed operations and maintenance expense associated with the production and transmission of electricity from the Agency's own resources.
- (6) A credit for the revenue collected by the Agency or charge for discounts given by the Agency related to the demand charges under any other Rate Schedule, Rate Ordinance or special situation approved by the Board of Directors for the applicable period thereunder, which currently includes the Hydro Backup Rate (See Resolution 94-6-318), Bunge Industrial Load Discount (See Ordinance 20-12-856), the version of Rate Schedules B-6 in effect prior to March 1, 2021 and the versions of Rate Schedules B-2, B-4, B-6 and B-7 after March 1, 2021.
- (7) A credit for the revenue collected by the Agency related to the Reactive Demand Charge.
- (8) Any Regulatory Debit or Credit established by the Board for demand related and capacity costs or revenues.

- (9) Other monthly fixed costs, credits or Agency obligations which are considered related to the supply of capacity to the Participating Members, and are considered appropriate to charge as a demand-related cost by the Board of Directors.

MBD is the total kilowatt Billing Demand of the Agency's Participating Members under Rate Schedule B for the prior Billing Period, excluding any applicable kilowatt Billing Demand billed under any other Rate Schedule, Rate Ordinance or special situation approved by the Board of Directors for the applicable time period thereunder, which currently includes the Hydro Backup Rate (See Resolution 94-6-318) and the versions of Rate Schedules B-6 and B-7 in effect prior to March 1, 2021.

ECA: Energy related cost variance shall be computed monthly as the difference between the Agency's actual and base energy related costs. The resulting ECA factor for the period shall be calculated, to the nearest \$0.00001 per kilowatt-hour, using the following formula:

$$ECA = \frac{SREC}{MBE} - 0.03500$$

Where:

SREC is the total energy related costs of the Agency's System Resources used to serve the Agency's Participating Members' usage and the costs incurred by the Agency related to administration and other utility operations during the prior Billing Period, which includes, but is not limited to, the following:

- (1) Fuel and generation payments to generating Participating Members.
- (2) The energy related costs of losses associated with transmission and distribution service charges.
- (3) The costs of all long and short-term energy and all short-term power purchased by the Agency; and charges or credits from the RTOs related to energy. Charges and credits shall be deemed to be related to energy, as opposed to capacity or transmission, based on their designation in the RTOs' invoices and settlement statements.
- (4) The monthly fuel and variable operations and maintenance expenses associated with the production of electricity from the Agency's own resources.
- (5) One-half of the monthly debt service obligation associated with the financing of Agency-owned resources and facilities, to include one-half of the amounts sequestered by the federal government on a bi-annual basis related to Build America Bonds. The debt service obligation shall include any remaining capitalized interest once a project has been placed in commercial operations and shall be proportioned monthly based on historic monthly demand.
- (6) One-half of the monthly amount collected to fund future decommissioning costs for IMEA ownership of Prairie State Energy Campus and Trimble County Generating

Station beginning on May 1, 2025. The decommissioning fund amount to be collected shall be determined and approved by the Board of Directors at a future date and reviewed for sufficiency as appropriate.

(7) An adder of 3.50 Mills/kWh – For the purpose of funding ongoing capital requirements and increasing the Agency’s General Reserve Fund.

(8) Current year Delivery Service Charge revenue in excess of delivery service expenses, which have not yet been placed into the Renewals & Replacements Fund or otherwise used to offset delivery service expenses (“Excess Delivery Service Revenues”), may be used at the discretion of the President & CEO as a credit in this Energy Cost Adjustment (“ECA”) formula. Delivery service expenses in excess of Delivery Service Charge revenue for a given month shall be added to the ECA formula if and to the extent there are no remaining Excess Delivery Service Charge Revenues for the current fiscal year.

(9) One-twelfth of annual Member incentive program amount for energy efficiency each month as approved by the Board of Directors. Credits for revenues from management contracts from other agencies or associations.

(10) Any Regulatory Debit or Credit established by the Board for energy related costs or revenues.

(11) Other monthly operating costs, credits or Agency obligations which are considered related to the supply of energy to the Participating Members, and are considered appropriate to charge as an energy-related cost by the Board of Directors.

(12) At the discretion of the President & CEO, up to \$3,000,000 of Rate Stabilization Account funds may be used in any month (up to a maximum of \$12,000,000 in any one fiscal year) as a credit to SREC to reduce the rate impact to the Members caused by any extraordinary cost(s) which results in the average cost to the Participating Members exceeding a 10% increase over the same month of the previous year. If the President & CEO elects to use any Rate Stabilization Account funds for such purpose, then the funds will be recouped through a charge to the SREC over a period not to exceed the following 12 monthly periods.

MBE is the total kilowatt-hour Billing Energy for each Billing Period of the Agency’s Participating Members.

11. Adjustment for Service to Non-Participating Members. Adjustments to the Energy Cost Adjustment may be made monthly to reflect the costs of service and revenues derived from sales by the Agency to non-participating member systems. The revenues from such sales shall be examined monthly on a case-by-case basis and any profits shall be credited to the rate stabilization account unless directed otherwise by the Board of Directors.

12. Tax Adjustment. In the event of the imposition of any tax, payment in lieu thereof, fee, surcharge, assessment, or any other similar charge, cost or payment, by any lawful authority, on the Agency for the purchase, production, transmission, or sale of electricity, the charges hereunder may be increased to pass on to the Participating Member its share of such tax, payment in lieu, fee, surcharge, assessment, charge, cost or payment.

Effective: January 1, 2027

Approved: _____
Chairman

Issued by: _____
President & CEO

**ORDINANCE APPROVING EXTENSION OF ECONOMIC
DEVELOPMENT RATE SCHEDULES B-2, B-6 AND B-7 AND
CONTINUING THE SUSPENSION OF LOAD RETENTION RATE B-4**

WHEREAS, the Illinois Municipal Electric Agency ("IMEA") has previously approved Economic Development Rate Schedules B-2, B-6, B-7 and the Load Retention Rate B-4; and

WHEREAS, such Economic Development and Load Retention Rates allow IMEA Members to provide discounted service to their qualifying customers under the terms of these Schedules; and

WHEREAS, the opportunity for Members to apply for such discounted service under Rate Schedules B-2, B-6 and B-7 currently expires on December 31, 2026 unless such opportunity period is extended by the Board of Directors; Rate Schedule B-4 was suspended at the end of 2022 and was not available to be offered for 2026; and

WHEREAS, IMEA staff has reviewed Rate Schedules B-2, B-4, B-6 and B-7 based on the Agency's current economic model and determined that the availability of the economic development rates in Rate Schedules B-2, B-6 and B-7 at the existing discount rates and subject to the existing qualifications are expected to continue to provide benefits to the membership, but that IMEA's rates and the resulting average costs are very competitive with current market rates, and therefore, load retention rate B-4 should continue to be suspended; and

WHEREAS, under Ordinance 23-10-889, the Board revised the terms of the economic development rates in Rate Schedules B-6 and B-7 to set a maximum qualifying expected monthly customer electric peak demand levels of 25 megawatts during the 5-year period of the discount rate; under Ordinance 25-10-889, the Board reduced the maximum limit to 15 megawatts; IMEA staff recognizes that IMEA's resource portfolio continues to be prudently sized in a manner to fit current needs; thus large additional new loads would need to be served by incremental market resources/purchases that would put upward pressure on IMEA's average costs to members; due to such pressure, as well as from currently elevated market conditions, it is appropriate to continue such maximum limit in Rate Schedules B-6 and B-7 and to impose the same maximum limit in Rate Schedule B-2; and

WHEREAS, IMEA staff believes that the continued offering of the Economic Development rates in Rate Schedules B-2, B-6, and B-7 continue to provide benefits to the membership; Staff recommends that Rate Schedule B-2, B-6, and B-7 be extended through calendar year 2027; Staff proposes that Rate Schedule B-4 continue to be suspended for calendar year 2027 and until further action of the Board; and

WHEREAS, the Board of Directors, having reviewed the recommendations of IMEA staff, hereby finds and determines that it is in the best interests of the membership that the incentive rates under the attached, updated Rate Schedules B-2, B-6, and B-7 continue to be offered for the period January 1, 2027 through December 31, 2027 and that Rate Schedule B-4 continue to be suspended for 2027 and until further action of the Board.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE ILLINOIS MUNICIPAL ELECTRIC AGENCY:

Section 1. The Board of Directors of the Illinois Municipal Electric Agency hereby extends the opportunity period for Members to apply for discounted service under Rate Schedules B-2, B-6, and B-7 for the period January 1, 2027 through December 31, 2027. The Board of Directors hereby approves Rate Schedules B-2, B-6 and B-7, as updated to reflect such extension and applicable revisions, copies of which are attached hereto and incorporated herein, and further approves the continued suspension of Rate Schedule B-4 as attached hereto. The background information and the findings and determinations made in the recitals above are hereby incorporated into the main body of this Ordinance in support of such approvals.

Section 2. The President & CEO is hereby authorized to take such actions as are required under the Power Sales Contracts or otherwise, including the giving of any required notice, to cause the updated Rate Schedules B-2, B-6, and B-7 to be effective as of January 1, 2027, and to effect the continued suspension of Rate Schedule B-4. The President & CEO is hereby further authorized to take all steps and execute any and all documents reasonably necessary or appropriate to implement and/or administer such Rate Schedules. The execution by the President & CEO of all such documents is hereby approved, ratified and confirmed.

Section 3. This Ordinance shall take effect immediately upon its passage.

ADOPTED: _____, 2026

SIGNED: _____, 2026

BY: _____
Chairman

ATTEST: _____
Secretary/Treasurer

SCHEDULE B-2

ILLINOIS MUNICIPAL ELECTRIC AGENCY ECONOMIC DEVELOPMENT RATE SCHEDULE FOR LARGE COMMERCIAL/LIGHT INDUSTRIAL LOADS

1. **Applicability.** This Economic Development Rate Schedule B-2, (this "Rate Schedule" or "Schedule B-2") is applicable to electric service provided by the Agency to Participating Members of the Agency who have executed a Power Sales Contract for meeting the requirements of certain of the Participating Member's end-use customers subject to the following conditions:

- (a) The customer shall be a non-residential end-use customer that will purchase all of its electric requirements for a given service location from the Participating Member, and the Participating Member shall purchase all of its electric requirements for the customer's service location from IMEA. The Participating Member may combine multiple building structures used for a single customer business that would otherwise be considered as separate service locations and have them treated as a single service location for purposes of this Rate Schedule if the building structures are located in close proximity to one another and the customer is doing business under the same name, and provided further that the new electric demand at each separate building structure shall be either new customer load or additional load from an expansion by an existing customer that when combined meets the other requirements of this Rate Schedule and the new load at each structure shall be created at approximately the same time.
- (b) The customer's service location shall be located in a permanent building structure within the Participating Member's service area.
- (c) The customer shall be (i) a new customer at a new service location within the Participating Member's service area adding new electric load to the Participating Member's system, or (ii) an existing customer that is expanding and adding additional electric load at an existing service location, and in either case, the new customer load or expansion load shall meet or exceed the Qualifying Load Level and the Qualifying Load Factor Level under this Rate Schedule as defined in subsections (d) and (e) below. The rate discount under this Rate Schedule shall be effective and applied beginning in the first full month that the Qualifying Load Level and Qualifying Load Factor Level are achieved or as otherwise set forth in Section 3 hereof.
- (c-1) If the customer is or will be a new customer, it shall not have been substantially in business at the same service location or another service location within the Participating Member's service area at the time that

service under this Rate Schedule is requested by the Participating Member or for more than sixty (60) days at the time service commences under this Rate Schedule. For the purposes of this Rate Schedule, a new entity taking over a business that is a going concern at an existing service location is not considered a new load.

- (c-2) If the customer is an existing customer that is expanding its operations and adding additional electric load that meets or exceeds the Qualifying Load Level and Qualifying Load Factor Level under this Rate Schedule at its existing service location, the expansion shall not have begun in earnest prior to the time that service under this Rate Schedule is requested by the Participating Member or have been completed for more than sixty (60) days at the time service is to commence under this Rate Schedule. The additional electric load at the customer's existing service location shall be separately metered by the Participating Member to determine if it meets the Qualifying Load Level and Qualifying Load Factor Level; provided however, separate metering of new load at existing locations shall not be required where it is not practical to meter the new load separately. In instances where separate metering is not required, the qualifying new load shall be determined based on load added in addition to the customer's historic hourly peak demand and energy usage for each month. If available (and indicative of reasonable historic values), the customer's historic hourly peak demand and energy usage data for the most recent twelve (12) monthly periods shall be used to determine the customer's historic hourly peak demand and energy usage for each month. If the peak demand and energy usage data for the most recent twelve (12) monthly periods is not available (or not indicative of reasonable historic values), the President & CEO may allow the best available peak demand and energy usage data or estimates to be used to determine the customer's historic hourly peak demand and energy usage. In instances where separate metering is not required, the load factor for the expansion each month shall be determined after subtracting the historic peak load for the corresponding month from the total peak load at the service location and subtracting the kWh of energy associated with the historic peak load for the corresponding month (based on historic load factor) from the total kWh of energy consumed for the month at the service location.
- (d) The "Qualifying Load Level" under this Rate Schedule is defined as a minimum of 200 kW and a maximum of 15,000 kW. The customer shall establish (or shall have established) a peak load of at least the minimum Qualifying Load Level for the service location or will be adding a new load expansion of at least the minimum Qualifying Load Level at the service location, and neither shall be expected to exceed the maximum Qualifying Load Level at the service location within the first 3 years of operations. The customer shall maintain a monthly peak load of at least the Qualifying Load Level for its total load or for the qualifying new expansion load at the service location, as applicable, each month to be eligible for the rate incentive. For purposes of meeting the Qualifying Load Level and the Qualifying

Load Factor Level under this Rate Schedule, “peak load” shall be equal to the highest integrated hourly electric demand (in kW) for the month for the customer’s service location or for the new electric load associated with the expansion for which this Rate Schedule was approved, as applicable.

- (e) The “Qualifying Load Factor Level” for this Rate Schedule is defined as 60%. The customer shall maintain a monthly load factor of at least the Qualifying Load Factor Level for its total load or for the qualifying new expansion load at the service location, as applicable, each month to be eligible for the rate incentive. For purposes of meeting the Qualifying Load Factor Level under this Rate Schedule, “load factor” shall be determined by dividing the total kilowatt-hours consumed by the customer at its service location (or at the expansion for which this Rate Schedule was approved, as applicable) for the month by the product of the peak load for the month (in kW) and the number of hours in the month.
- (f) The Participating Member shall take reasonable steps to cause the customer to maintain an integrated hourly average power factor of at least .95 leading or lagging at all of its metering points at the customer’s service location.
- (g) The Participating Member must limit its charges to the customer receiving the Schedule B-2 rate to the Participating Member’s actual power supply and delivery costs from the IMEA for the customer plus no more than a 10% markup plus compensation for capacity and energy losses and the Participating Member’s normal amortization for any new transmission and/or distribution facilities used to serve the customer. Any Participating Member receiving the Schedule B-2 discount agrees to provide the Agency with written verification of its compliance herewith as may be requested by the Agency from time to time.
- (h) The customer shall not have been an end-use customer of another utility (whether investor-owned public utility, municipal electric utility or electric cooperative) at the same location within the Participating Member’s service area (except where explicit permission is received from the other utility giving consent to transfer service). The customer shall not have been an end-use customer served at a different location by another IMEA Participating Member immediately prior to locating within the Participating Member’s service area.
- (i) The customer shall not be the Participating Member, itself, or a business or government function owned or controlled by the Participating Member or a department or other subdivision thereof. (For example, the customer shall not be a municipal sewer or water treatment plant.)

2. **Availability.** Schedule B-2 has been available to Participating Members for qualifying new or additional load since January 1, 1993 and was most recently modified effective January 1, 2026. Schedule B-2 is hereby continued for calendar year 2027 as revised herein; provided the qualifying new or additional load can be served without incurring additional Agency debt or otherwise materially increasing the cost to the other Participating Members. The

opportunity of applying for such service under Schedule B-2 shall be available to all Participating Members for the period January 1, 2027 through December 31, 2027 and as such opportunity period may be extended from time to time by formal approval of the Agency's Board of Directors.

3. **Process and Approval.** Each Participating Member making a formal request for service under this Rate Schedule shall give written notice to the Agency at least thirty (30) days in advance of the proposed commencement of electric service to any potential new customer or potentially qualifying expansion at an existing customer's service location proposed to be served under this Rate Schedule. Requests or applications for service under this Rate Schedule shall be made to and approved or denied by the President & CEO of IMEA in his discretion based on an evaluation of the documentation provided to support the request and the projected economic impact of granting the request on the IMEA membership as a whole. Once an application for such service is approved, the rate discount under this Rate Schedule shall be provided for a period of no more than three years beginning on either the date service is first provided under this Schedule B-2 or six months after the approval date, whichever comes first; provided however, if the customer's new or expansion load requires significant construction or equipment installation that cannot reasonably be completed in said six-month period, the IMEA Executive Board may approve a delayed start date for the discount rate under this Rate Schedule B-2 up to but not longer than twelve (12) months after the original approval date. Any such delay shall be requested by the Participating Member.

If the customer has not reached the threshold of 200 kW with a 60% minimum load factor by the start date for service under this Rate Schedule B-2, service shall commence and thereafter continue under the standard rate, being Rate Schedule B (Standard Rate), each month until the first month that the required peak load level and load factor level requirements of this Rate Schedule B-2 are achieved. Thereafter, if the customer fails to maintain the peak load level or load factor level requirements of this Rate Schedule B-2 for any month, then the discount hereunder shall be suspended on a month-to-month basis and the Participating Member will be charged for the applicable customer's load based on the standard Rate Schedule B rate for the month; provided however, if the customer has failed to achieve the required peak load level and load factor level requirement of the Rate Schedule for which it was approved for six months in a row, then the discount under this Rate Schedule B-2 for the customer's applicable load will be terminated and the charges to the Participating Member for the customer's load will permanently revert back to the standard Rate Schedule B rate. Suspension of the discount under this Schedule B-2 for any month or months shall not toll or otherwise extend the maximum term of the discount hereunder.

4. **Billing Rates.** For electricity furnished hereunder, the monthly charges for each Billing Period shall be determined as follows:

- (a) **Billing Demand Charge.** The monthly billing demand charge for the qualifying economic development capacity shall be determined based on the demand charges under Schedule B, less a credit equal to the amount set forth herein below for each of the three 12-month periods under this Schedule B-2:

Year 1	\$ 2.50 per kW-month
Year 2	\$ 1.75 per kW-month

Year 3 \$ 1.00 per kW-month

- (b) **Billing Energy Charge.** For each month, the energy usage of the Participating Member's qualifying economic development customer(s) will be treated in the same manner as all other energy usage by the Participating Member and its customers, and will be included in and billed as a part of the Participating Member's monthly billing energy under Schedule B of the Power Sales Contract.
- (c) **Changes in Billing Rates.** Changes, additions, or deletions to this Rate Schedule will be considered on an annual basis and may be adopted upon approval of the Board of Directors. Such changes will not affect the discounts to the Participating Members for those economic development customers previously approved by the Agency under previous versions of this Economic Development Rate Schedule.
- (d) **Billing Period.** The Billing Period shall be as nearly as practical to a calendar month.

5. **Character of Service.** Electricity furnished under this Schedule B-2 at one or more Points of Delivery as set forth in Schedule A shall be sixty-hertz, three-phase, alternating current.

6. **Billing Data/Metering.** The Participating Member, at its expense, shall install metering which provides sufficient data to bill the Participating Member in accordance with this Rate Schedule and to verify compliance with the requirements hereof. Such data shall include but not be limited to energy usage for each hour (on an integrated hourly basis) for the Billing Period. The Participating Member shall provide such billing and verification data to IMEA in a timely manner. The metered demand (in kW) each Billing Period shall be the highest 60-minute integrated demand (or corrected to a 60-minute basis if demand registers other than 60-minute demand registers are installed) measured during the Billing Period.

Demand and energy meter readings shall be adjusted, if appropriate, as provided in Schedule A of the Participating Member's Power Sales Contract.

7. **Billing Demand.** The Billing Demand in any Billing Period shall be the metered demand for the period as determined under Section 6 of this Rate Schedule, giving effect to all applicable adjustments. Each month, the Participating Member shall provide to the Agency a list showing the name of each customer it is serving under the provisions of this Rate Schedule and the hourly demands supplied to each such customer in a form acceptable to the Agency. The billing demand for each discount rate level under this Rate Schedule will be computed as the demand (in kW) of the Participating Member's approved economic development customer(s) in each discount level that occurs coincident with the Participating Member's total monthly billing demand for all rates under the Power Sales Contract, including under Schedule B, this Economic Development Rate Schedule and any other rate schedule of the Power Sales Contract. The total monthly demand supplied to all such customers shall be adjusted to account for transformer losses if applicable and the aggregate amount shall be the total demand.

8. **Schedule B.** The Participating Member's total demand requirements for each month will not be reduced by the amount of coincident demand supplied under this Schedule B-2 to determine the Billing Demand under Schedule B, but rather the discount will be multiplied by such coincident demand to determine the credit to be applied to the monthly invoice from IMEA to the Participating Member.

9. **Tax Adjustment.** In the event of the imposition of any tax, payment in lieu thereof, fee, surcharge, assessment, or any other similar charge, cost or payment, by any lawful authority, on the Agency for the purchase, production, transmission, or sale of electricity, the charges hereunder may be increased to pass on to the Participating Member its share of such tax, payment in lieu, fee, surcharge, assessment, charge, cost or payment.

Effective: January 1, 2027

Approved: _____
Chairman

Issued by: _____
President & CEO

APPROVED: October 22, 2026
EFFECTIVE: January 1, 2027 through December 31, 2027

SCHEDULE B-6

**ILLINOIS MUNICIPAL ELECTRIC AGENCY
ECONOMIC DEVELOPMENT RATE SCHEDULE FOR
LARGE DEMAND MEDIUM LOAD FACTOR LOADS**

1. **Applicability.** This Economic Development Rate Schedule B-6, (this "Rate Schedule" or "Schedule B-6") is applicable to electric service provided by the Agency to Participating Members of the Agency who have executed a Power Sales Contract for meeting the requirements of certain of the Participating Member's end-use customers subject to the following conditions:

- (a) The customer shall be a non-residential end-use customer that will purchase all of its electric requirements for a given service location from the Participating Member, and the Participating Member shall purchase all of its electric requirements for the customer's service location from IMEA. The Participating Member may combine multiple building structures used for a single customer business that would otherwise be considered as separate service locations and have them treated as a single service location for purposes of this Rate Schedule if the building structures are located in close proximity to one another and the customer is doing business under the same name, and provided further that the new electric demand at each separate building structure shall be either new customer load or additional load from an expansion by an existing customer that when combined meets the other requirements of this Rate Schedule and the new load at each structure shall be created at approximately the same time.
- (b) The customer's service location shall be located in a permanent building structure within the Participating Member's service area. The customer shall also be expected to and actually create a minimum of 20 new full-time equivalent (FTE) jobs at the service location within 12 months of the start of receiving the discount to increase the likelihood that the customer will improve the Participating Member's prospects for long-term economic success. The Participating Member will provide written verification to IMEA that the customer has met the requirements of this subsection or of the customer's progress towards meeting the requirement from time to time upon request.
- (c) The customer shall be (i) a new customer at a new service location within the Participating Member's service area adding new electric load to the Participating Member's system, or (ii) an existing customer that is expanding and adding additional electric load at an existing service location, and in either case, the new customer load or expansion load shall meet or exceed the Qualifying Load Level and the Qualifying Load Factor Level under this Rate Schedule as defined in subsections (d) and (e) below. The rate discount under

this Rate Schedule shall be effective and applied beginning in the first full month that the Qualifying Load Level and Qualifying Load Factor Level are achieved or as otherwise set forth in Section 3 hereof.

- (c-1) If the customer is or will be a new customer, it shall not have been substantially in business at the same service location or another service location within the Participating Member's service area at the time that service under this Rate Schedule is requested by the Participating Member or for more than sixty (60) days at the time service commences under this Rate Schedule. For purposes of this Rate Schedule, a new entity taking over a business that is a going concern at an existing service location is not considered a new load.
- (c-2) If the customer is an existing customer that is expanding its operations and adding additional electric load that meets or exceeds the Qualifying Load Level and Qualifying Load Factor Level under this Rate Schedule at its existing service location, the expansion shall not have begun in earnest prior to the time that service under this Rate Schedule is requested by the Participating Member or have been completed for more than sixty (60) days at the time service is to commence under this Rate Schedule. The additional electric load at the customer's existing service location shall be separately metered by the Participating Member to determine if it meets the Qualifying Load Level and Qualifying Load Factor Level; provided however, separate metering of new load at existing locations shall not be required where it is not practical to meter the new load separately. In instances where separate metering is not required, the qualifying new load shall be determined based on load added in addition to the customer's historic hourly peak demand and energy usage for each month. If available (and indicative of reasonable historic values), the customer's historic hourly peak demand and energy usage data for the most recent twelve (12) monthly periods shall be used to determine the customer's historic hourly peak demand and energy usage for each month. If the peak demand and energy usage data for the most recent twelve (12) monthly periods is not available (or not indicative of reasonable historic values), the President & CEO may allow the best available peak demand and energy usage data or estimates to be used to determine the customer's historic hourly peak demand and energy usage. In instances where separate metering is not required, the load factor for the expansion each month shall be determined after subtracting the historic peak load for the corresponding month from the total peak load at the service location and subtracting the kWh of energy associated with the historic peak load for the corresponding month (based on historic load factor) from the total kWh of energy consumed for the month at the service location.
- (d) The "Qualifying Load Level" under this Rate Schedule is defined as a minimum of 1,000 kW and a maximum of 15,000 kW. The customer shall establish (or

shall have established) a peak load of at least the minimum Qualifying Load Level for the service location or will be adding a new load expansion of at least the minimum Qualifying Load Level at the service location, and neither shall be expected to exceed the maximum Qualifying Load Level at the service location within the first 5 years of operations. The customer shall maintain a monthly peak load of at least the minimum Qualifying Load Level for its total load or for the qualifying new expansion load at the service location, as applicable, each month to be eligible for the rate incentive. For purposes of meeting the Qualifying Load Level and the Qualifying Load Factor Level under this Rate Schedule, “peak load” shall be equal to the highest integrated hourly electric demand (in kW) for the month for the customer’s service location or for the new electric load associated with the expansion for which this Rate Schedule was approved, as applicable.

- (e) The “Qualifying Load Factor Level” for this Rate Schedule is defined as 60%. The customer shall maintain a monthly load factor of at least the Qualifying Load Factor Level for its total load or for the qualifying new expansion load at the service location, as applicable, each month to be eligible for the rate incentive. For purposes of meeting the Qualifying Load Factor Level under this Rate Schedule, “load factor” shall be determined by dividing the total kilowatt-hours consumed by the customer at its service location (or at the expansion for which this Rate Schedule was approved, as applicable) for the month by the product of the peak load for the month (in kW) and the number of hours in the month.
- (f) The Participating Member shall take reasonable steps to cause the customer to maintain an integrated hourly average power factor of at least .95 leading or lagging at all of its metering points at the customer’s service location.
- (g) The Participating Member must limit its charges to the customer receiving the Schedule B-6 rate to the Participating Member’s actual power supply and delivery costs from the IMEA for the customer plus no more than a 10% markup plus compensation for capacity and energy losses and the Participating Member’s normal amortization for any new transmission and/or distribution facilities used to serve the customer. Any Participating Member receiving the Schedule B-6 discount agrees to provide the Agency with written verification of its compliance herewith as may be requested by the Agency from time to time.
- (h) The customer shall not have been an end-use customer of another utility (whether investor-owned public utility, municipal electric utility or electric cooperative) at the same location within the Participating Member’s service area (except where explicit permission is received from the other utility giving consent to transfer service). The customer shall not have been an end-use

customer served at a different location by another IMEA Participating Member immediately prior to locating within the Participating Member's service area.

- (i) The customer shall not be the Participating Member, itself, or a business or government function owned or controlled by the Participating Member or a department or other subdivision thereof. (For example, the customer shall not be a municipal sewer or water treatment plant.)

2. **Availability.** Schedule B-6 has been available to Participating Members for qualifying new or additional load since January 1, 2007 and was most recently modified effective January 1, 2026. Schedule B-6 is hereby continued for calendar year 2027 as revised herein; provided the qualifying new or additional load can be served without incurring additional Agency debt or otherwise materially increasing the cost to the other Participating Members. The opportunity of applying for such service under Schedule B-6 shall be available to all Participating Members for the period January 1, 2027 through December 31, 2027 and as such opportunity period may be extended from time to time by formal approval of the Agency's Board of Directors.

3. **Process and Approval.** Each Participating Member making a formal request for service under this Rate Schedule shall give written notice to the Agency at least thirty (30) days in advance of the proposed commencement of electric service to any potential new customer or potentially qualifying expansion at an existing customer's service location proposed to be served under this Rate Schedule. Requests or applications for service under this Rate Schedule shall be made to and approved or denied by the President & CEO of IMEA in his discretion based on an evaluation of the documentation provided to support the request and the projected economic impact of granting the request on the IMEA membership as a whole. Once an application for such service is approved, the rate discount under this Rate Schedule shall be provided for a period of no more than five years beginning on either the date service is first provided under this Schedule B-6 or six months after the approval date, whichever comes first; provided however, if the customer's new or expansion load requires significant construction or equipment installation that cannot reasonably be completed in said six-month period, the IMEA Executive Board may approve a delayed start date for the discount rate under this Rate Schedule B-6 up to but not longer than twelve (12) months after the original approval date. Any such delay shall be requested by the Participating Member.

If the customer has not reached the threshold of 1,000 kW with a 60% minimum load factor by the start date for service under this Rate Schedule B-6, service shall commence and thereafter continue under the next best rate available, being either Rate Schedule B-2 (200 kW and 60% load factor) or Rate Schedule B (standard rate), for which the customer would otherwise qualify based on its peak load level and load factor level each month until the first month that the required peak load level and load factor level requirements of this Rate Schedule B-6 are achieved. Thereafter, if the customer fails to maintain the peak load level or load factor level requirements of this Rate Schedule B-6 for any month, then the discount hereunder shall be suspended on a month-to-month basis and the Participating Member will be charged for the applicable customer's load based on the next best rate available for which the customer would otherwise qualify based on its peak load level and load factor level for the month; provided however, if the customer has failed to achieve

the required peak load level and load factor level requirement of the Rate Schedule for which it was approved for six months in a row, then the discount under this Rate Schedule B-6 for the customer's applicable load will be terminated in favor of the next best available rate for which the customer would otherwise qualify based on its peak load level and load factor level, being either Rate Schedule B-2 (200 kW and 60% load factor) or Rate Schedule B (standard rate), and the term of the discount under the newly applicable Rate Schedule, if any, shall be reduced to the maximum term available under the newly applicable Rate Schedule, if any, from the original start date of service hereunder. Suspension of the discount under this Schedule B-6 for any month or months shall not toll or otherwise extend the maximum term of the discount hereunder or under any newly applicable Rate Schedule.

4. **Billing Rates.** For electricity furnished hereunder, the monthly charges for each Billing Period shall be determined as follows:

- (a) **Billing Demand Charge.** The monthly billing demand charge for the qualifying economic development capacity shall be determined based on the demand charges under Schedule B, less a credit equal to the amount set forth herein below for each of the five 12-month periods under this Schedule B-6:

Year 1	\$ 2.50 per kW-month
Year 2	\$ 2.25 per kW-month
Year 3	\$ 2.00 per kW-month
Year 4	\$ 1.25 per kW-month
Year 5	\$ 0.50 per kW-month

- (b) **Billing Energy Charge.** For each month, the energy usage of the Participating Member's qualifying economic development customer(s) will be treated in the same manner as all other energy usage by the Participating Member and its customers, and will be included in and billed as a part of the Participating Member's monthly billing energy under Schedule B of the Power Sales Contract.
- (c) **Changes in Billing Rates.** Changes, additions, or deletions to this Rate Schedule will be considered on an annual basis and may be adopted upon approval of the Board of Directors. Such changes will not affect the discounts to the Participating Members for those economic development customers previously approved by the Agency under previous versions of this Economic Development Rate Schedule.
- (d) **Billing Period.** The Billing Period shall be as nearly as practical to a calendar month.

5. **Character of Service.** Electricity furnished under this Schedule B-6 at one or more Points of Delivery as set forth in Schedule A shall be sixty-hertz, three-phase, alternating current.

6. **Billing Data/Metering.** The Participating Member, at its expense, shall install metering which provides sufficient data to bill the Participating Member in accordance with this

Rate Schedule and to verify compliance with the requirements hereof. Such data shall include but not be limited to energy usage for each hour (on an integrated hourly basis) for the Billing Period. The Participating Member shall provide such billing and verification data to IMEA in a timely manner. The metered demand (in kW) each Billing Period shall be the highest 60-minute integrated demand (or corrected to a 60-minute basis if demand registers other than 60-minute demand registers are installed) measured during the Billing Period.

Demand and energy meter readings shall be adjusted, if appropriate, as provided in Schedule A of the Participating Member's Power Sales Contract.

7. **Billing Demand.** The Billing Demand in any Billing Period shall be the metered demand for the period as determined under Section 6 of this Rate Schedule, giving effect to all applicable adjustments. Each month, the Participating Member shall provide to the Agency a list showing the name of each customer it is serving under the provisions of this Rate Schedule and the hourly demands supplied to each such customer in a form acceptable to the Agency. The billing demand for each discount rate level under this Rate Schedule will be computed as the demand (in kW) of the Participating Member's approved economic development customer(s) in each discount level that occurs coincident with the Participating Member's total monthly billing demand for all rates under the Power Sales Contract, including under Schedule B, this Economic Development Rate Schedule and any other rate schedule of the Power Sales Contract. The total monthly demand supplied to all such customers shall be adjusted to account for transformer losses if applicable and the aggregate amount shall be the total demand.

8. **Schedule B.** The Participating Member's total demand requirements for each month will not be reduced by the amount of coincident demand supplied under this Schedule B-6 to determine the Billing Demand under Schedule B, but rather the discount will be multiplied by such coincident demand to determine the credit to be applied to the monthly invoice from IMEA to the Participating Member.

9. **Tax Adjustment.** In the event of the imposition of any tax, payment in lieu thereof, fee, surcharge, assessment, or any other similar charge, cost or payment, by any lawful authority, on the Agency for the purchase, production, transmission, or sale of electricity, the charges hereunder may be increased to pass on to the Participating Member its share of such tax, payment in lieu, fee, surcharge, assessment, charge, cost or payment.

Effective: January 1, 2027

Approved: _____
Chairman

Issued by: _____
President & CEO

SCHEDULE B-7

**ILLINOIS MUNICIPAL ELECTRIC AGENCY
ECONOMIC DEVELOPMENT RATE SCHEDULE FOR
VERY LARGE DEMAND HIGH LOAD FACTOR LOADS**

1. **Applicability.** This Economic Development Rate Schedule B-7, (this “Rate Schedule” or "Schedule B-7") is applicable to electric service provided by the Agency to Participating Members of the Agency who have executed a Power Sales Contract for meeting the requirements of certain of the Participating Member's end-use customers subject to the following conditions:

- (a) The customer shall be a non-residential end-use customer that will purchase all of its electric requirements for a given service location from the Participating Member, and the Participating Member shall purchase all of its electric requirements for the customer's service location from IMEA. The Participating Member may combine multiple building structures used for a single customer business that would otherwise be considered as separate service locations and have them treated as a single service location for purposes of this Rate Schedule if the building structures are located in close proximity to one another and the customer is doing business under the same name, and provided further that the new electric demand at each separate building structure shall be either new customer load or additional load from an expansion by an existing customer that when combined meets the other requirements of this Rate Schedule and the new load at each structure shall be created at approximately the same time.
- (b) The customer's service location shall be located in a permanent building structure within the Participating Member's service area. The customer shall also be expected to and actually create a minimum of 20 new full-time equivalent (FTE) jobs at the service location within 12 months of the start of receiving the discount to increase the likelihood that the customer will improve the Participating Member's prospects for long-term economic success. The Participating Member will provide written verification to IMEA that the customer has met the requirements of this subsection or of the customer's progress towards meeting the requirement from time to time upon request.
- (c) The customer shall be (i) a new customer at a new service location within the Participating Member's service area adding new electric load to the Participating Member's system, or (ii) an existing customer that is expanding and adding additional electric load at an existing service location, and in either case, the new customer load or expansion load shall meet or exceed the Qualifying Load Level and the Qualifying Load Factor Level under this Rate Schedule as defined in subsections (d) and (e) below. The rate discount under this Rate Schedule shall be effective and applied beginning in the first full month that the Qualifying Load

Level and Qualifying Load Factor Level are achieved or as otherwise set forth in Section 3 hereof.

- (c-1) If the customer is or will be a new customer, it shall not have been substantially in business at the same service location or another service location within the Participating Member's service area at the time that service under this Rate Schedule is requested by the Participating Member or for more than sixty (60) days at the time service commences under this Rate Schedule. For purposes of this Rate Schedule, a new entity taking over a business that is a going concern at an existing service location is not considered a new load.
- (c-2) If the customer is an existing customer that is expanding its operations and adding additional electric load that meets or exceeds the Qualifying Load Level and Qualifying Load Factor Level under this Rate Schedule at its existing service location, the expansion shall not have begun in earnest prior to the time that service under this Rate Schedule is requested by the Participating Member or have been completed for more than sixty (60) days at the time service is to commence under this Rate Schedule. The additional electric load at the customer's existing service location shall be separately metered by the Participating Member to determine if it meets the Qualifying Load Level and Qualifying Load Factor Level; provided however, separate metering of new load at existing locations shall not be required where it is not practical to meter the new load separately. In instances where separate metering is not required, the qualifying new load shall be determined based on load added in addition to the customer's historic hourly peak demand and energy usage for each month. If available (and indicative of reasonable historic values), the customer's historic hourly peak demand and energy usage data for the most recent twelve (12) monthly periods shall be used to determine the customer's historic hourly peak demand and energy usage for each month. If the peak demand and energy usage data for the most recent twelve (12) monthly periods is not available (or not indicative of reasonable historic values), the President & CEO may allow the best available peak demand and energy usage data or estimates to be used to determine the customer's historic hourly peak demand and energy usage. In instances where separate metering is not required, the load factor for the expansion each month shall be determined after subtracting the historic peak load for the corresponding month from the total peak load at the service location and subtracting the kWh of energy associated with the historic peak load for the corresponding month (based on historic load factor) from the total kWh of energy consumed for the month at the service location.
- (d) The "Qualifying Load Level" under this Rate Schedule is defined as a minimum of 3,000 kW and a maximum of 15,000 kW. The customer shall establish (or shall have established) a peak load of at least the minimum Qualifying Load Level for the service location, or will be adding a new load expansion of at least the minimum Qualifying Load Level at the service location, and neither shall be expected to exceed the maximum Qualifying Load Level at the service location within the first

5 years of operations. The customer shall maintain a monthly peak load of at least the minimum Qualifying Load Level for its total load or for the qualifying new expansion load at the service location, as applicable, each month to be eligible for the rate incentive. For purposes of meeting the Qualifying Load Level and the Qualifying Load Factor Level under this Rate Schedule, “peak load” shall be equal to the highest integrated hourly electric demand (in kW) for the month for the customer’s service location or for the new electric load associated with the expansion for which this Rate Schedule was approved, as applicable.

- (e) The “Qualifying Load Factor Level” for this Rate Schedule is defined as 80%. The customer shall maintain a monthly load factor of at least the Qualifying Load Factor Level for its total load or for the qualifying new expansion load at the service location, as applicable, each month to be eligible for the rate incentive. For purposes of meeting the Qualifying Load Factor Level under this Rate Schedule, “load factor” shall be determined by dividing the total kilowatt-hours consumed by the customer at its service location (or at the expansion for which this Rate Schedule was approved, as applicable) for the month by the product of the peak load for the month (in kW) and the number of hours in the month.
- (f) The Participating Member shall take reasonable steps to cause the customer to maintain an integrated hourly average power factor of at least .95 leading or lagging at all of its metering points at the customer’s service location.
- (g) The Participating Member must limit its charges to the customer receiving the Schedule B-7 rate to the Participating Member’s actual power supply and delivery costs from the IMEA for the customer plus no more than a 10% markup plus compensation for capacity and energy losses and the Participating Member’s normal amortization for any new transmission and/or distribution facilities used to serve the customer. Any Participating Member receiving the Schedule B-7 discount agrees to provide the Agency with written verification of its compliance herewith as may be requested by the Agency from time to time.
- (h) The customer shall not have been an end-use customer of another utility (whether investor-owned public utility, municipal electric utility or electric cooperative) at the same location within the Participating Member’s service area (except where explicit permission is received from the other utility giving consent to transfer service). The customer shall not have been an end-use customer served at a different location by another IMEA Participating Member immediately prior to locating within the Participating Member's service area.
- (i) The customer shall not be the Participating Member, itself, or a business or government function owned or controlled by the Participating Member or a department or other subdivision thereof. (For example, the customer shall not be a municipal sewer or water treatment plant.)

2. **Availability.** Schedule B-7 has been available to Participating Members for qualifying new or additional load since January 1, 2019 and was most recently modified effective January 1, 2026. Schedule B-7 is hereby continued for calendar year 2027 as revised herein;

provided the qualifying new or additional load can be served without incurring additional Agency debt or otherwise materially increasing the cost to the other Participating Members. The opportunity of applying for such service under Schedule B-7 shall be available to all Participating Members for the period January 1, 2027 through December 31, 2027 and as such opportunity period may be extended from time to time by formal approval of the Agency's Board of Directors.

3. **Process and Approval.** Each Participating Member making a formal request for service under this Rate Schedule shall give written notice to the Agency at least thirty (30) days in advance of the proposed commencement of electric service to any potential new customer or potentially qualifying expansion at an existing customer's service location proposed to be served under this Rate Schedule. Requests or applications for service under this Rate Schedule shall be made to and approved or denied by the President & CEO of IMEA in his discretion based on an evaluation of the documentation provided to support the request and the projected economic impact of granting the request on the IMEA membership as a whole. Once an application for such service is approved, the rate discount under this Rate Schedule shall be provided for a period of no more than five years beginning on either the date service is first provided under this Schedule B-7 or six months after the approval date, whichever comes first; provided however, if the customer's new or expansion load requires significant construction or equipment installation that cannot reasonably be completed in said six-month period, the IMEA Executive Board may approve a delayed start date for the discount rate under this Rate Schedule B-7 up to but not longer than twelve (12) months after the original approval date. Any such delay shall be requested by the Participating Member.

If the customer has not reached the threshold of 3,000 kW with an 80% minimum load factor by the start date for service under this Rate Schedule B-7, service shall commence and thereafter continue under the next best rate available, being Rate Schedule B-6 (1,000 kW and 60% load factor), Rate Schedule B-2 (200 kW and 60% load factor), or Rate Schedule B (standard rate), for which the customer would otherwise qualify based on its peak load level and load factor level each month until the first month that the required peak load level and load factor level requirements of this Rate Schedule B-7 are achieved. Thereafter, if the customer fails to maintain the peak load level or load factor level requirements of this Rate Schedule B-7 for any month, then the discount hereunder shall be suspended on a month-to-month basis and the Participating Member will be charged for the applicable customer's load based on the next best rate available for which the customer would otherwise qualify based on its peak load level and load factor level for the month; provided however, if the customer has failed to achieve the required peak load level and load factor level requirement of the Rate Schedule for which it was approved for six months in a row, then the discount under this Rate Schedule B-7 for the customer's applicable load will be terminated in favor of the next best available rate for which customer would otherwise qualify based on its peak load level and load factor level, being Rate Schedule B-6 (1,000 kW and 60% load factor), Rate Schedule B-2 (200 kW and 60% load factor) or Rate Schedule B (Standard Rate), and the term of the discount under the newly applicable Rate Schedule, if any, shall be reduced to the maximum term available under the newly applicable Rate Schedule, if any, from the original start date of service hereunder. Suspension of the discount under this Schedule B-7 for any month or months shall not toll or otherwise extend the maximum term of the discount hereunder or under any newly applicable Rate Schedule.

4. **Billing Rates.** For electricity furnished hereunder, the monthly charges for each Billing Period shall be determined as follows:

- (a) **Billing Demand Charge.** The monthly billing demand charge for the qualifying economic development capacity shall be determined based on the demand charges under Schedule B, less a credit equal to the amount set forth herein below for each of the five 12-month periods under this Schedule B-7:

Year 1	\$ 5.00 per kW-month
Year 2	\$ 4.50 per kW-month
Year 3	\$ 4.00 per kW-month
Year 4	\$ 2.50 per kW-month
Year 5	\$ 1.00 per kW-month

- (b) **Billing Energy Charge.** For each month, the energy usage of the Participating Member's qualifying economic development customer(s) will be treated in the same manner as all other energy usage by the Participating Member and its customers, and will be included in and billed as a part of the Participating Member's monthly billing energy under Schedule B of the Power Sales Contract.
- (c) **Changes in Billing Rates.** Changes, additions or deletions to this Rate Schedule will be considered on an annual basis and may be adopted upon approval of the Board of Directors. Such changes will not affect the discounts to the Participating Members for those economic development customers previously approved by the Agency under previous versions of this Economic Development Rate Schedule.
- (d) **Billing Period.** The Billing Period shall be as nearly as practical to a calendar month.

5. **Character of Service.** Electricity furnished under this Schedule B-7 at one or more Points of Delivery as set forth in Schedule A shall be sixty-hertz, three phase, alternating current.

6. **Billing Data/Metering.** The Participating Member, at its expense, shall install metering which provides sufficient data to bill the Participating Member in accordance with this Rate Schedule and to verify compliance with the requirements hereof. Such data shall include but not be limited to energy usage for each hour (on an integrated hourly basis) for the Billing Period. The Participating Member shall provide such billing and verification data to IMEA in a timely manner. The metered demand (in kW) each Billing Period shall be the highest 60-minute integrated demand (or corrected to a 60-minute basis if demand registers other than 60-minute demand registers are installed) measured during the Billing Period.

Demand and energy meter readings shall be adjusted, if appropriate, as provided in Schedule A of the Participating Member's Power Sales Contract.

7. **Billing Demand.** The Billing Demand in any Billing Period shall be the metered demand for the period as determined under Section 6 of this Rate Schedule, giving effect to all applicable adjustments. Each month, the Participating Member shall provide to the Agency a list showing the name of each customer it is serving under the provisions of this Rate Schedule and the hourly demands supplied to each such customer in a form acceptable to the Agency. The billing demand for each discount rate level under this Rate Schedule will be computed as the

demand (in kW) of the Participating Member's approved economic development customer(s) in each discount level that occurs coincident with the Participating Member's total monthly billing demand for all rates under the Power Sales Contract, including under Schedule B, this Economic Development Rate Schedule and any other rate schedule of the Power Sales Contract. The total monthly demand supplied to all such customers shall be adjusted to account for transformer losses if applicable and the aggregate amount shall be the total demand.

8. **Schedule B.** The Participating Member's total demand requirements for each month will not be reduced by the amount of coincident demand supplied under this Schedule B-7 to determine the Billing Demand under Schedule B, but rather the discount will be multiplied by such coincident demand to determine the credit to be applied to the monthly invoice from IMEA to the Participating Member.

9. **Tax Adjustment.** In the event of the imposition of any tax, payment in lieu thereof, fee, surcharge, assessment, or any other similar charge, cost or payment, by any lawful authority, on the Agency for the purchase, production, transmission, or sale of electricity, the charges hereunder may be increased to pass on to the Participating Member its share of such tax, payment in lieu, fee, surcharge, assessment, charge, cost or payment.

Effective: January 1, 2027

Approved: _____
Chairman

Issued by: _____
President & CEO

SCHEDULE B-4

**ILLINOIS MUNICIPAL ELECTRIC AGENCY
LOAD RETENTION RATE SCHEDULE**

1. **Applicability.** This Load Retention Rate Schedule B-4, (this "Rate Schedule" or "Schedule B-4") is applicable to electric service provided by the Agency to Participating Members of the Agency who have executed a Power Sales Contract for meeting the requirements of certain of the Participating Member's end-use customers subject to the following conditions:

- (a) The customer shall be an existing non-residential customer that purchases all of its electric requirements for a given service location from the Participating Member, and the Participating Member shall purchase all of its electric requirements for the customer's service location from IMEA. The Participating Member may combine multiple building structures used for a single customer business that would otherwise be considered as separate service locations and have them treated as a single service location for purposes of this Rate Schedule if the building structures are located in close proximity to one another and the customer is doing business under the same name, and if the electric demand at each separate building structure is at-risk as defined herein.
- (b) The Participating Member must have a Customer-at-Risk with a peak load at the service location of at least 1,000 kW or 25% of the Participating Member's peak load, whichever is the lesser of the two, either of which must have been used during the Participating Member's monthly peak at least five months during one or more of the last two calendar years.
- (c) A Participating Member's customer is considered a "Customer-at-Risk" if it can legally be served at the service location through facilities owned by an investor-owned public utility or electric cooperative or if all or a significant portion of the customer's electric load at the service location can be lost due to relocation, bankruptcy or other similar hardship. If less than all of the customer's electric load is at-risk, this Rate Schedule can be approved for such at-risk load alone if it is equal to or greater than the qualifying load level in item 1(b) above. If this Rate Schedule is approved for less than the full load of the customer, such as in a situation where the discount rate was approved for an eligible portion of a manufacturing load that was subject to being lost to relocation to a sister manufacturing plant outside the Participating Member's service area, the loads shall either be separately metered so the discount can be applied to the eligible load or a fixed number of kW demand that is at-risk shall be used to apply the discount. If the fixed number of kW demand is utilized, it shall be defined in the submission of the Participating Member's request to utilize this Rate Schedule.
- (d) If a Participating Member has a Customer-at-Risk that it is reasonably expecting to lose unless the customer receives some rate relief, representatives of the

Participating Member may request a portion of said relief from the Agency by presenting their position at a scheduled meeting of the Executive Board.

- (e) The Participating Member must prove to the satisfaction of at least a majority of those members of the Executive Board that are present at the approval meeting that it indeed has a Customer-at-Risk that it will almost certainly lose unless IMEA grants rate relief. Proof must be in the form of written documents such as firm service offers from the legally competing investor-owned public utility or electric cooperative, or bankruptcy filings, financial reports and/or relocation analyses by the at-risk customer, or other verifiable information. The Participating Member must have taken all other steps reasonably possible locally to retain the customer prior to making the request to IMEA.
- (f) At the request of IMEA and prior to the Executive Board meeting to consider the discounted rate, the Participating Member must provide all information reasonably requested by the Executive Board, including but not limited to, cost of service studies, current rate schedules, specific costs to serve the Customer-at-Risk, the current and proposed rate to serve said customer, the markup between costs and charges to serve said customer, twelve months of historical billing data for said customer and a diagram showing facilities to serve said customer.
- (g) Service under this Rate Schedule B-4 is subject to the further condition that the Participating Member limit its charges to the customer receiving the Schedule B-4 rate to the Participating Member's actual power supply and delivery costs from the IMEA for the customer plus no more than a 10% markup plus compensation for capacity and energy losses and the Participating Member's normal amortization for any transmission and/or distribution facilities used to serve said customer. Any Participating Member receiving the Schedule B-4 discount agrees to provide the Agency with written verification of its compliance herewith as may be requested by the Agency from time to time.

2. **Availability.** Schedule B-4 has been available to Participating Members for qualifying at-risk electric load since January 1, 1993 and was most recently modified effective March 1, 2021. Schedule B-4 is hereby continued for calendar year 2022; provided the at-risk electric load to be retained can be served without incurring additional Agency debt or otherwise increasing the cost to the other Participating Members. The opportunity of applying for such service under Schedule B-4 shall be available to all Participating Members until December 31, 2022 and as such opportunity period may be extended from time to time by formal approval of the Agency's Board of Directors.

3. **Process and Approval.** Each Participating Member making a formal request for service under this Load Retention Rate Schedule shall give written notice to the Agency at least thirty (30) days in advance of presenting their position at a meeting of the Executive Board. Each request shall be evaluated by Agency staff, including any documentation provided by the Participating Member to support the request, based on the projected economic impact of granting the request on the IMEA membership as a whole. Each request shall be approved or denied by vote of the IMEA Executive Board with a majority of those Executive Board members present voting in the affirmative. Once an application for such service is approved, the rate discount under

this Load Retention Rate Schedule shall be provided for a period of one (1) year unless a request for a longer discount period is made to and approved by the IMEA Board of Directors.

4. **Billing Rates.** For electricity furnished hereunder, the monthly charges for each Billing Period shall be determined as follows:

- (a) **Billing Demand Charge.** The demand charge for this service shall be the Agency's regular demand charges under Schedule B based on the customer's contribution to the Participating Member's peak monthly demand less a credit equal to \$2.50 per kW-month for the approved load.
- (b) **Billing Energy Charge.** For each month, the energy usage of the Participating Member's Customer-at-Risk will be treated in the same manner as all other energy usage by the Participating Member and its customers, and will be included in and billed as a part of the Participating Member's monthly billing energy under Schedule B of the Power Sales Contract.
- (c) **Changes in Billing Rates.** Changes, additions or deletions to this Load Retention Rate Schedule will be considered on an annual basis, and may be adopted upon approval of the Board of Directors. Such changes will not affect the discounts to those customers previously approved by the Agency under previous versions of this Load Retention Rate Schedule.
- (d) **Billing Period.** The Billing Period shall be as nearly as practical to a calendar month.

5. **Character of Service.** Electricity furnished under this Schedule B-4 at one or more Points of Delivery as set forth in Schedule A shall be sixty-hertz, three phase, alternating current.

6. **Billing Data/Metering.** The Participating Member, at its expense, shall install metering which provides sufficient data to bill the Participating Member in accordance with this Load Retention Rate Schedule. The metered demand (in kW) each Billing Period shall be the highest 60-minute integrated demand (or corrected to a 60-minute basis if demand registers other than 60-minute demand registers are installed) measured during the Billing Period.

Demand and energy meter readings shall be adjusted, if appropriate, as provided in Schedule A of the Participating Member's Power Sales Contract.

7. **Billing Demand.** The Billing Demand in any Billing Period shall be the metered demand for the period as determined under Section 6 of this Rate Schedule, giving effect to all applicable adjustments. Each month, the Participating Member shall provide to the Agency a list showing the name of each customer it is serving under the provisions of this Load Retention Rate Schedule and the hourly demands supplied to each such customer in a form acceptable to the Agency. The billing demand under this Load Retention Rate Schedule will be computed as the demand (in kW) of the Participating Member's approved load retention customer(s) coincident with the Participating Member's total monthly billing demand for all rates under the Power Sales Contract, including under Schedule B, this Load Retention Rate Schedule and any other rate schedule of the Power Sales Contract. The total monthly demand supplied to all such customers

shall be adjusted to account for transformer losses if applicable and the aggregate amount shall be the total demand. If this Rate Schedule is approved for less than the full load of the customer, such as in a situation where the discount rate was approved for an eligible portion of a manufacturing load that was subject to being lost to relocation to a sister manufacturing plant outside the Participating Member's service area, the loads shall be separately metered so the discount can be applied to only the eligible load, and the above principals shall be applied only to the eligible portion of the customer's load.

8. **Schedule B.** The Participating Member's total demand requirements for each month will not be reduced by the amount of coincident demand supplied under this Schedule B-4 to determine the Billing Demand under Schedule B, but rather the discount will be multiplied by such coincident demand to determine the credit to be applied to the monthly invoice from IMEA to the Participating Member.

9. **Tax Adjustment.** In the event of the imposition of any tax, payment in lieu thereof, fee, surcharge, assessment, or any other similar charge, cost or payment, by any lawful authority, on the Agency for the purchase, production, transmission, or sale of electricity, the charges hereunder may be increased to pass on to the Participating Member its share of such tax, payment in lieu, fee, surcharge, assessment, charge, cost or payment.

Effective: January 1, 2022

Approved: _____
Chairman

Issued by: _____
President & CEO