

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

22

080489
All Districts



Resolution or Ordinance (Blue) _____ *Waiver of First Requested*
Recommendations of Boards, Commissions & Committees (Green)
X Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES
FROM: David A. Hulseberg, Village Manager *DAH*
DATE: August 13, 2008 (COW)(B of T) August 21, 2008
TITLE: Motion to Ratify a Contract with Exelon Energy Company for the Provision of Electrical Energy for the Village of Lombard Water and Sewer System for the Period of June 2009 through May 2012
SUBMITTED BY: Timothy Sexton, Director of Finance

BACKGROUND/POLICY IMPLICATIONS:

A staff report on this matter is attached.


Review (as necessary):

Village Attorney	X	_____	Date	_____
Finance Director	X	<i>Timothy Sexton</i>	Date	<u>8/13/08</u>
Village Manager	X	<i>David A. Hulseberg</i>	Date	<u>8/13/08</u>

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



To: David A. Hulseberg
Village Manager

From: Timothy Sexton 
Director of Finance

Date: August 13, 2008

Subject: Electricity Supply Contract

The Village Board was polled through the Manager's Notes to authorize the Northern Illinois Municipal Electric Cooperative (NIMEC) to serve as the broker for the Village in regard to obtaining bids from electricity providers for the period of June 2009 through May 2012 and authorizing the Village Manager to approve a contract with the lowest cost electricity provider.

Bidding was conducted by NIMEC on August 12, 2008, for the electrical needs for the Village's water and sewer system for the period of June 2009 through May 2012. The winning bid was submitted by Exelon Energy Company. The bid rate varies by account (the Village has eight accounts that were included in the bid). However, based on current usage, the bid rate would result in decrease in cost of 11.8% compared with the rate that is being paid for June 2008 through May 2009. This rate will be fixed for the entire three years of the contract.

As Exelon is our current provider of electricity for the water and sewer system, the attached exhibits amend the original contract which was ratified by the Board on April 3, 2008 to display the new pricing. In accordance with the authorization provided for by the Board, the contract was executed on August 13, 2008. As there was no Board meeting since we became aware of this bid, the resolution authorizing the Village Manager to execute this contract is also on the agenda for the August 21, 2008 Board meeting. In accordance with this resolution, the contract is to be placed on the first available Village Board meeting following the execution thereof by the Village Manager for ratification by the President and Board of Trustees.

Customer Name: Village of Lombard
Facility Account Number: 5388073073

TERM OF EXHIBIT E. This Exhibit E is part of and incorporates the terms and conditions of the Electricity Sales Agreement ("Agreement") between the Customer identified above ("Customer") and Exelon Energy Company ("Exelon Energy"). This Exhibit E for the Facility Account Number set forth above shall become effective with the Customer's **May 2009** meter reading, (the "Beginning Meter Reading"), and continue through the Customer's **May 2012** meter reading, (the "Ending Meter Reading"). This Exhibit E for the Facility Account Number set forth above supersedes any prior Exhibit E covering the Pricing Period as defined below. If Customer has more than one Facility Account Number the applicable Pricing Period and Fixed RTO Price for each of the Facility Account Numbers shall be set forth in Schedule E-1 attached hereto.

DEFINITIONS.

"Actual Usage" shall mean Customer's energy usage at the meter(s).

"Billing Period" shall mean the period of time between successive EDC meter readings.

"Pricing Period" shall mean the period from the Beginning Meter Reading through the Ending Meter Reading.

"RTO Charge" shall be the product of the Fixed RTO Price as set forth below and Customers Actual Usage for the applicable Billing Period. The RTO charge covers the Customer's capacity, network service, ancillary services, PJM administrative fees, and congestion obligations as defined by the PJM Interconnect, LLC.

FIXED REGIONAL TRANSMISSION OPERATOR (RTO) CHARGE. Customer shall pay Exelon Energy the RTO Charge as defined above. The following Fixed RTO Price shall be used to determine the RTO Charge.

\$.01457 per kWh.

This Exhibit E shall govern in the event of an inconsistency between it and Section 4 of the Agreement.

AUTHORITY. Each party represents and warrants that the person signing this Exhibit E is authorized to do so and that this Exhibit E is a valid and binding obligation of such party. The parties agree that fax copies of executed original copies of this Exhibit E shall be sufficient and admissible evidence of the content and existence of the agreements set forth herein to the same extent as the originally executed copy or copies (if executed in counterpart).

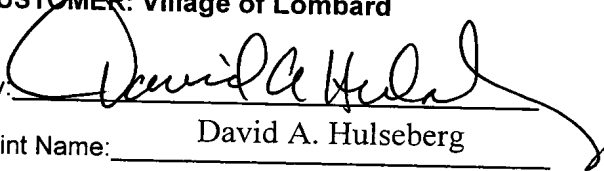
SELLER: EXELON ENERGY COMPANY

By: _____

Print Name: _____

Title: _____

CUSTOMER: Village of Lombard

By:  _____

Print Name: David A. Hulseberg

Title: Village Manager

Customer Name: Village of Lombard
Facility Account Number: 5238084088

TERM OF EXHIBIT E. This Exhibit E is part of and incorporates the terms and conditions of the Electricity Sales Agreement ("Agreement") between the Customer identified above ("Customer") and Exelon Energy Company ("Exelon Energy"). This Exhibit E for the Facility Account Number set forth above shall become effective with the Customer's **May 2009** meter reading, (the "Beginning Meter Reading"), and continue through the Customer's **May 2012** meter reading, (the "Ending Meter Reading"). This Exhibit E for the Facility Account Number set forth above supersedes any prior Exhibit E covering the Pricing Period as defined below. If Customer has more than one Facility Account Number the applicable Pricing Period and Fixed RTO Price for each of the Facility Account Numbers shall be set forth in Schedule E-1 attached hereto.

DEFINITIONS.

"Actual Usage" shall mean Customer's energy usage at the meter(s).

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FIXED REGIONAL TRANSMISSION OPERATOR (RTO) CHARGE. Customer shall pay Exelon Energy the RTO Charge as defined above. The following Fixed RTO Price shall be used to determine the RTO Charge.

\$.00251 per kWh.

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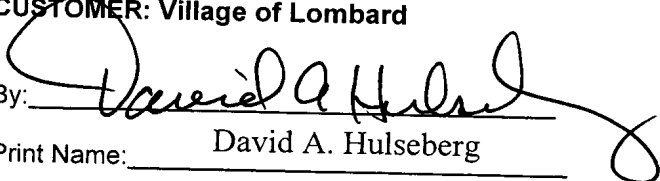
SELLER: EXELON ENERGY COMPANY

By: _____

Print Name: _____

Title: _____

CUSTOMER: Village of Lombard

By:  _____

Print Name: David A. Hulseberg

Title: Village Manager

Customer Name: Village of Lombard
Facility Account Number: 3843007039

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FIXED REGIONAL TRANSMISSION OPERATOR (RTO) CHARGE. Customer shall pay Exelon Energy the RTO Charge as defined above. The following Fixed RTO Price shall be used to determine the RTO Charge.

\$.01410 per kWh.

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SELLER: EXELON ENERGY COMPANY

By: _____

Print Name: _____

Title: _____

CUSTOMER: Village of Lombard

By:  _____

Print Name: David A. Hulseberg

Title: Village Manager

**Customer Name: Village of Lombard
Facility Account Number: 3438105002**

TERM OF EXHIBIT E. This Exhibit E is part of and incorporates the terms and conditions of the Electricity Sales Agreement ("Agreement") between the Customer identified above ("Customer") and Exelon Energy Company ("Exelon Energy"). This Exhibit E for the Facility Account Number set forth above shall become effective with the Customer's **May 2009** meter reading, (the "Beginning Meter Reading"), and continue through the Customer's **May 2012** meter reading, (the "Ending Meter Reading"). This Exhibit E for the Facility Account Number set forth above supersedes any prior Exhibit E covering the Pricing Period as defined below. If Customer has more than one Facility Account Number the applicable Pricing Period and Fixed RTO Price for each of the Facility Account Numbers shall be set forth in Schedule E-1 attached hereto.

DEFINITIONS.

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FIXED REGIONAL TRANSMISSION OPERATOR (RTO) CHARGE. Customer shall pay Exelon Energy the RTO Charge as defined above. The following Fixed RTO Price shall be used to determine the RTO Charge.

\$.01583 per kWh.

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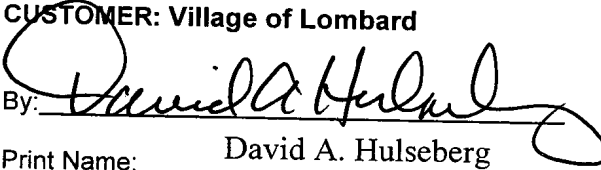
SELLER: EXELON ENERGY COMPANY

By: _____

Print Name: _____

Title: _____

CUSTOMER: Village of Lombard

By:  _____

Print Name: David A. Hulseberg

Title: Village Manager

Customer Name: Village of Lombard
Facility Account Number: 2838140035

TERM OF EXHIBIT E. This Exhibit E is part of and incorporates the terms and conditions of the Electricity Sales Agreement ("Agreement") between the Customer identified above ("Customer") and Exelon Energy Company ("Exelon Energy"). This Exhibit E for the Facility Account Number set forth above shall become effective with the Customer's **May 2009** meter reading, (the "Beginning Meter Reading"), and continue through the Customer's **May 2012** meter reading, (the "Ending Meter Reading"). This Exhibit E for the Facility Account Number set forth above supersedes any prior Exhibit E covering the Pricing Period as defined below. If Customer has more than one Facility Account Number the applicable Pricing Period and Fixed RTO Price for each of the Facility Account Numbers shall be set forth in Schedule E-1 attached hereto.

DEFINITIONS.

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FIXED REGIONAL TRANSMISSION OPERATOR (RTO) CHARGE. Customer shall pay Exelon Energy the RTO Charge as defined above. The following Fixed RTO Price shall be used to determine the RTO Charge.

\$.02969 per kWh.

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SELLER: EXELON ENERGY COMPANY

CUSTOMER: Village of Lombard

By: _____

By:  _____

Print Name: _____

Print Name: David A. Hulseberg

Title: _____

Title: Village Manager

Customer Name: Village of Lombard
Facility Account Number: 1788000038

TERM OF EXHIBIT E. This Exhibit E is part of and incorporates the terms and conditions of the Electricity Sales Agreement ("Agreement") between the Customer identified above ("Customer") and Exelon Energy Company ("Exelon Energy"). This Exhibit E for the Facility Account Number set forth above shall become effective with the Customer's **May 2009** meter reading, (the "Beginning Meter Reading"), and continue through the Customer's **May 2012** meter reading, (the "Ending Meter Reading"). This Exhibit E for the Facility Account Number set forth above supersedes any prior Exhibit E covering the Pricing Period as defined below. If Customer has more than one Facility Account Number the applicable Pricing Period and Fixed RTO Price for each of the Facility Account Numbers shall be set forth in Schedule E-1 attached hereto.

DEFINITIONS.

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\$.01272 per kWh.

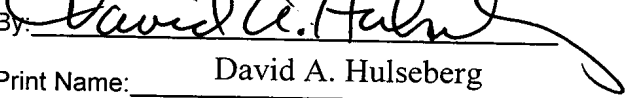
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SELLER: EXELON ENERGY COMPANY

CUSTOMER: Village of Lombard

By: _____

By:  _____

Print Name: _____

Print Name: David A. Hulseberg

Title: _____

Title: Village Manager

**Customer Name: Village of Lombard
Facility Account Number: 1323104035**

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DEFINITIONS.

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"Billing Period" shall mean the period of time between successive EDC meter readings.

"Pricing Period" shall mean the period from the Beginning Meter Reading through the Ending Meter Reading.

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FIXED REGIONAL TRANSMISSION OPERATOR (RTO) CHARGE. Customer shall pay Exelon Energy the RTO Charge as defined above. The following Fixed RTO Price shall be used to determine the RTO Charge.

\$.00872 per kWh.

This Exhibit E shall govern in the event of an inconsistency between it and Section 4 of the Agreement.

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SELLER: EXELON ENERGY COMPANY

By: _____

Print Name: _____

Title: _____

CUSTOMER: Village of Lombard

By:  _____

Print Name: David A. Hulseberg

Title: Village Manager

**Customer Name: Village of Lombard
Facility Account Number: 6048062028**

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DEFINITIONS.

"Actual Usage" shall mean Customer's energy usage at the meter(s).

"Billing Period" shall mean the period of time between successive EDC meter readings.

"Pricing Period" shall mean the period from the Beginning Meter Reading through the Ending Meter Reading.

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FIXED REGIONAL TRANSMISSION OPERATOR (RTO) CHARGE. Customer shall pay Exelon Energy the RTO Charge as defined above. The following Fixed RTO Price shall be used to determine the RTO Charge.

\$.00937 per kWh.

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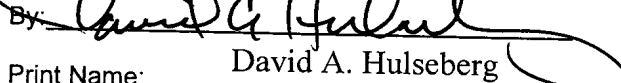
SELLER: EXELON ENERGY COMPANY

By: _____

Print Name: _____

Title: _____

CUSTOMER: Village of Lombard

By: 
Print Name: David A. Hulseberg

Title: Village Manager

Customer Name: Village of Lombard
Facility Account Number: 5388073073

TERM OF EXHIBIT B. This Exhibit B is part of and incorporates the terms and conditions of the Electricity Sales Agreement ("Agreement") between the Customer identified above ("Customer") and Exelon Energy Company ("Exelon Energy"). This Exhibit B for the Facility Account Number set forth above shall become effective with the Customer's **May 2009** meter reading (the "Beginning Meter Reading"), and continue through the Customer's **May 2012** meter reading (the "Ending Meter Reading"). This Exhibit B for the Facility Account Number set forth above supersedes any prior Exhibit B covering the Pricing Period set forth below. If Customer has more than one Facility Account Number the applicable Pricing Period for each of the Facility Account Numbers shall be set forth in Schedule B-1 attached hereto.

DEFINITIONS.

- "Actual Usage" shall mean Customer's energy usage at the meter(s).
- "Billing Period" shall mean the period of time between successive EDC meter readings.
- "Energy Charge" shall be the sum of the Hourly Energy Charges for the applicable Billing Period.
- "Hourly Energy Charge" shall mean the product of the Actual Usage in that hour and the applicable Energy Price as set forth below.
- "NERC Holidays" shall mean the days designated to be holidays by the North American Electric Reliability Council, as amended.
- "Pricing Period" shall mean the period from the Beginning Meter Reading through the Ending Meter Reading.

ENERGY CHARGE. Customer shall pay Exelon Energy the Energy Charge as defined above. The following Energy Price(s) shall be used to determine the Energy Charge.

\$ 0.06794 per kWh On Peak
\$ 0.04713 per kWh Off Peak

On-Peak shall be from 9:00 a.m. to 10:00 p.m. CPT Monday through Friday, except NERC Holidays; Off-Peak shall be any other hours not included in the On-Peak.

LINE LOSSES. Customer shall pay Exelon Energy for energy losses associated with transmission and distribution losses incurred by Exelon Energy in connection with the supply of electricity to Customer in accordance with this Exhibit B. Exelon Energy's charge for such line losses for the relevant Billing Period shall be the product of: (i) the Energy Charge(s), and (ii) the line loss percentage imposed by the relevant EDC tariff and/or RTO, as applicable.

AUTHORITY. Each party represents and warrants that the person signing this Exhibit B is authorized to do so and that this Exhibit B is a valid and binding obligation of such party. The parties agree that fax copies of executed original copies of this Exhibit B shall be sufficient and admissible evidence of the content and existence of the agreements set forth herein to the same extent as the originally executed copy or copies (if executed in counterpart).

SELLER: EXELON ENERGY COMPANY

CUSTOMER: Village of Lombard
David A. Hulseberg

By: _____
Print Name: _____
Title: _____

By: Village Manager
Print Name: David A. Hulseberg
Title: _____

Customer Name: Village of Lombard
Facility Account Number: 5238084088

TERM OF EXHIBIT B. This Exhibit B is part of and incorporates the terms and conditions of the Electricity Sales Agreement ("Agreement") between the Customer identified above ("Customer") and Exelon Energy Company ("Exelon Energy"). This Exhibit B for the Facility Account Number set forth above shall become effective with the Customer's **May 2009** meter reading, (the "Beginning Meter Reading"), and continue through the Customer's **May 2012** meter reading, (the "Ending Meter Reading"). This Exhibit B for the Facility Account Number set forth above supersedes any prior Exhibit B covering the Pricing Period set forth below. If Customer has more than one Facility Account Number the applicable Pricing Period and Energy Price for each of the Facility Account Numbers shall be set forth in Schedule B-1 attached hereto.

DEFINITIONS.

"Actual Usage" shall mean Customer's energy usage at the meter(s).

"Billing Period" shall mean the period of time between successive EDC meter readings.

"Energy Charge" shall be the sum of the Hourly Energy Charges for the applicable Billing Period.

"Hourly Energy Charge" shall mean the product of the Actual Usage in that hour and the applicable Energy Price as set forth below.

"NERC Holidays" shall mean the days designated to be holidays by the North American Electric Reliability Council, as amended.

"Pricing Period" shall mean the period from the Beginning Meter Reading through the Ending Meter Reading.

ENERGY CHARGE. Customer shall pay Exelon Energy the Energy Charge as defined above. The following Energy Price shall be used to determine the Energy Charge.

\$0.05944 per kWh

LINE LOSSES. Customer shall pay Exelon Energy for energy losses associated with transmission and distribution losses incurred by Exelon Energy in connection with the supply of electricity to Customer in accordance with this Exhibit B. Exelon Energy's charge for such line losses for the relevant Billing Period shall be the product of: (i) the Energy Charge(s), and (ii) the line loss percentage imposed by the relevant EDC tariff and/or RTO, as applicable.

AUTHORITY. Each party represents and warrants that the person signing this Exhibit B is authorized to do so and that this Exhibit B is a valid and binding obligation of such party. The parties agree that fax copies of executed original copies of this Exhibit B shall be sufficient and admissible evidence of the content and existence of the agreements set forth herein to the same extent as the originally executed copy or copies (if executed in counterpart).

SELLER: EXELON ENERGY COMPANY

By: _____

Print Name: _____

Title: _____

CUSTOMER: Village of Lombard

By: David A. Hulseberg

Print Name: David A. Hulseberg

Title: Village Manager

Customer Name: Village of Lombard
Facility Account Number: 3843007039

TERM OF EXHIBIT B. This Exhibit B is part of and incorporates the terms and conditions of the Electricity Sales Agreement ("Agreement") between the Customer identified above ("Customer") and Exelon Energy Company ("Exelon Energy"). This Exhibit B for the Facility Account Number set forth above shall become effective with the Customer's **May 2009** meter reading, (the "Beginning Meter Reading"), and continue through the Customer's **May 2012** meter reading, (the "Ending Meter Reading"). This Exhibit B for the Facility Account Number set forth above supersedes any prior Exhibit B covering the Pricing Period set forth below. If Customer has more than one Facility Account Number the applicable Pricing Period and Energy Price for each of the Facility Account Numbers shall be set forth in Schedule B-1 attached hereto.

DEFINITIONS.

"Actual Usage" shall mean Customer's energy usage at the meter(s).
"Billing Period" shall mean the period of time between successive EDC meter readings.
"Energy Charge" shall be the sum of the Hourly Energy Charges for the applicable Billing Period.
"Hourly Energy Charge" shall mean the product of the Actual Usage in that hour and the applicable Energy Price as set forth below.
"NERC Holidays" shall mean the days designated to be holidays by the North American Electric Reliability Council, as amended.
"Pricing Period" shall mean the period from the Beginning Meter Reading through the Ending Meter Reading.

ENERGY CHARGE. Customer shall pay Exelon Energy the Energy Charge as defined above. The following Energy Price shall be used to determine the Energy Charge.

\$0.05846 per kWh

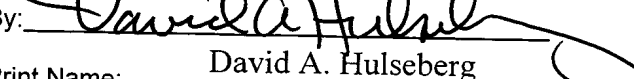
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SELLER: EXELON ENERGY COMPANY

CUSTOMER: Village of Lombard

By: _____

By:  _____
Print Name: David A. Hulseberg

Print Name: _____

Title: _____

Title: Village Manager

Customer Name: Village of Lombard
Facility Account Number: 3438105002

TERM OF EXHIBIT B. This Exhibit B is part of and incorporates the terms and conditions of the Electricity Sales Agreement ("Agreement") between the Customer identified above ("Customer") and Exelon Energy Company ("Exelon Energy"). This Exhibit B for the Facility Account Number set forth above shall become effective with the Customer's **May 2009** meter reading, (the "Beginning Meter Reading"), and continue through the Customer's **May 2012** meter reading, (the "Ending Meter Reading"). This Exhibit B for the Facility Account Number set forth above supersedes any prior Exhibit B covering the Pricing Period set forth below. If Customer has more than one Facility Account Number the applicable Pricing Period and Energy Price for each of the Facility Account Numbers shall be set forth in Schedule B-1 attached hereto.

DEFINITIONS.

"Actual Usage" shall mean Customer's energy usage at the meter(s).

"Billing Period" shall mean the period of time between successive EDC meter readings.

"Energy Charge" shall be the sum of the Hourly Energy Charges for the applicable Billing Period.

"Hourly Energy Charge" shall mean the product of the Actual Usage in that hour and the applicable Energy Price as set forth below.

"NERC Holidays" shall mean the days designated to be holidays by the North American Electric Reliability Council, as amended.

"Pricing Period" shall mean the period from the Beginning Meter Reading through the Ending Meter Reading.

ENERGY CHARGE. Customer shall pay Exelon Energy the Energy Charge as defined above. The following Energy Price shall be used to determine the Energy Charge.

\$0.05856 per kWh

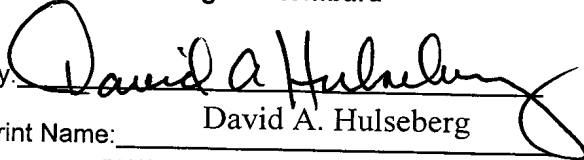
LINE LOSSES. Customer shall pay Exelon Energy for energy losses associated with transmission and distribution losses incurred by Exelon Energy in connection with the supply of electricity to Customer in accordance with this Exhibit B. Exelon Energy's charge for such line losses for the relevant Billing Period shall be the product of: (i) the Energy Charge(s), and (ii) the line loss percentage imposed by the relevant EDC tariff and/or RTO, as applicable.

AUTHORITY. Each party represents and warrants that the person signing this Exhibit B is authorized to do so and that this Exhibit B is a valid and binding obligation of such party. The parties agree that fax copies of executed original copies of this Exhibit B shall be sufficient and admissible evidence of the content and existence of the agreements set forth herein to the same extent as the originally executed copy or copies (if executed in counterpart).

SELLER: EXELON ENERGY COMPANY

CUSTOMER: Village of Lombard

By: _____

By:  _____

Print Name: _____

Print Name: David A. Hulseberg

Title: _____

Title: Village Manager

Customer Name: Village of Lombard
Facility Account Number: 2838140035

TERM OF EXHIBIT B. This Exhibit B is part of and incorporates the terms and conditions of the Electricity Sales Agreement ("Agreement") between the Customer identified above ("Customer") and Exelon Energy Company ("Exelon Energy"). This Exhibit B for the Facility Account Number set forth above shall become effective with the Customer's **May 2009** meter reading, (the "Beginning Meter Reading"), and continue through the Customer's **May 2012** meter reading, (the "Ending Meter Reading"). This Exhibit B for the Facility Account Number set forth above supersedes any prior Exhibit B covering the Pricing Period set forth below. If Customer has more than one Facility Account Number the applicable Pricing Period and Energy Price for each of the Facility Account Numbers shall be set forth in Schedule B-1 attached hereto.

DEFINITIONS.

- "Actual Usage" shall mean Customer's energy usage at the meter(s).
- "Billing Period" shall mean the period of time between successive EDC meter readings.
- "Energy Charge" shall be the sum of the Hourly Energy Charges for the applicable Billing Period.
- "Hourly Energy Charge" shall mean the product of the Actual Usage in that hour and the applicable Energy Price as set forth below.
- "NERC Holidays" shall mean the days designated to be holidays by the North American Electric Reliability Council, as amended.
- "Pricing Period" shall mean the period from the Beginning Meter Reading through the Ending Meter Reading.

ENERGY CHARGE. Customer shall pay Exelon Energy the Energy Charge as defined above. The following Energy Price shall be used to determine the Energy Charge.

\$0.05767 per kWh

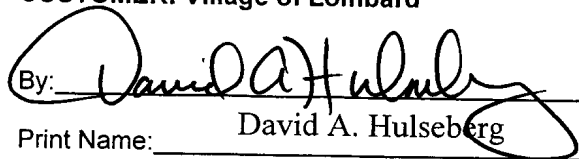
LINE LOSSES. Customer shall pay Exelon Energy for energy losses associated with transmission and distribution losses incurred by Exelon Energy in connection with the supply of electricity to Customer in accordance with this Exhibit B. Exelon Energy's charge for such line losses for the relevant Billing Period shall be the product of: (i) the Energy Charge(s), and (ii) the line loss percentage imposed by the relevant EDC tariff and/or RTO, as applicable.

AUTHORITY. Each party represents and warrants that the person signing this Exhibit B is authorized to do so and that this Exhibit B is a valid and binding obligation of such party. The parties agree that fax copies of executed original copies of this Exhibit B shall be sufficient and admissible evidence of the content and existence of the agreements set forth herein to the same extent as the originally executed copy or copies (if executed in counterpart).

SELLER: EXELON ENERGY COMPANY

CUSTOMER: Village of Lombard

By: _____

By:  _____

Print Name: _____

Print Name: David A. Hulseberg

Title: _____

Title: Village Manager

Customer Name: Village of Lombard
Facility Account Number: 6048062028

TERM OF EXHIBIT F. This Exhibit F is part of and incorporates the terms and conditions of the Electricity Sales Agreement ("Agreement") between the Customer identified above ("Customer") and Exelon Energy Company ("Exelon Energy"). This Exhibit F for the Facility Account Number set forth above shall become effective with the Customer's **May 2009** meter reading, (the "Beginning Meter Reading"), and continue through the Customer's **May 2012** meter reading, (the "Ending Meter Reading"). This Exhibit F for the Facility Account Number set forth above supersedes any prior Exhibit F covering the Pricing Period as defined below. If Customer has more than one Facility Account Number the applicable Pricing Period and Line Loss Percentage for each of the Facility Account Numbers shall be set forth in Schedule F-1 attached hereto.

DEFINITIONS.

"Actual Usage" shall mean Customer's energy usage at the meter(s).

"Billing Period" shall mean the period of time between successive EDC meter readings.

"Energy Line Loss Charge" shall be the product of the Energy Charges as provided for in Exhibit B and the Line Loss Percentage for the applicable Billing Period.

ENERGY LINE LOSS CHARGE. Customer shall pay Exelon Energy the Energy Line Loss Charge as defined above. The following Line Loss Percentage shall be used to determine the Energy Line Loss Charge.

5.52%

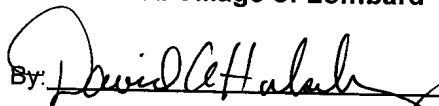
This Exhibit F shall govern in the event of any inconsistencies between it and (i) Section 4 of the Agreement and/or (ii) Exhibit B, as applicable.

AUTHORITY. Each party represents and warrants that the person signing this Exhibit F is authorized to do so and that this Exhibit F is a valid and binding obligation of such party. The parties agree that fax copies of executed original copies of this Exhibit F shall be sufficient and admissible evidence of the content and existence of the agreements set forth herein to the same extent as the originally executed copy or copies (if executed in counterpart).

SELLER: EXELON ENERGY COMPANY

CUSTOMER: Village of Lombard

By: _____

By:  _____

Print Name: _____

Print Name: David A. Hulseberg

Title: _____

Title: Village Manager

Customer Name: Village of Lombard
Facility Account Number: 1323104035

TERM OF EXHIBIT F. This Exhibit F is part of and incorporates the terms and conditions of the Electricity Sales Agreement ("Agreement") between the Customer identified above ("Customer") and Exelon Energy Company ("Exelon Energy"). This Exhibit F for the Facility Account Number set forth above shall become effective with the Customer's **May 2009** meter reading, (the "Beginning Meter Reading"), and continue through the Customer's **May 2012** meter reading, (the "Ending Meter Reading"). This Exhibit F for the Facility Account Number set forth above supersedes any prior Exhibit F covering the Pricing Period as defined below. If Customer has more than one Facility Account Number the applicable Pricing Period and Line Loss Percentage for each of the Facility Account Numbers shall be set forth in Schedule F-1 attached hereto.

DEFINITIONS.

"Actual Usage" shall mean Customer's energy usage at the meter(s).

"Billing Period" shall mean the period of time between successive EDC meter readings.

"Energy Line Loss Charge" shall be the product of the Energy Charges as provided for in Exhibit B and the Line Loss Percentage for the applicable Billing Period.

ENERGY LINE LOSS CHARGE. Customer shall pay Exelon Energy the Energy Line Loss Charge as defined above. The following Line Loss Percentage shall be used to determine the Energy Line Loss Charge.

5.52%

This Exhibit F shall govern in the event of any inconsistencies between it and (i) Section 4 of the Agreement and/or (ii) Exhibit B, as applicable.

AUTHORITY. Each party represents and warrants that the person signing this Exhibit F is authorized to do so and that this Exhibit F is a valid and binding obligation of such party. The parties agree that fax copies of executed original copies of this Exhibit F shall be sufficient and admissible evidence of the content and existence of the agreements set forth herein to the same extent as the originally executed copy or copies (if executed in counterpart).

SELLER: EXELON ENERGY COMPANY

CUSTOMER: Village of Lombard

By: _____

By: David A. Hulseberg

Print Name: _____

Print Name: David A. Hulseberg

Title: _____

Title: Village Manager

Customer Name: Village of Lombard
Facility Account Number: 1788000038

TERM OF EXHIBIT F. This Exhibit F is part of and incorporates the terms and conditions of the Electricity Sales Agreement ("Agreement") between the Customer identified above ("Customer") and Exelon Energy Company ("Exelon Energy"). This Exhibit F for the Facility Account Number set forth above shall become effective with the Customer's **May 2009** meter reading, (the "Beginning Meter Reading"), and continue through the Customer's **May 2012** meter reading, (the "Ending Meter Reading"). This Exhibit F for the Facility Account Number set forth above supersedes any prior Exhibit F covering the Pricing Period as defined below. If Customer has more than one Facility Account Number the applicable Pricing Period and Line Loss Percentage for each of the Facility Account Numbers shall be set forth in Schedule F-1 attached hereto.

DEFINITIONS.

"Actual Usage" shall mean Customer's energy usage at the meter(s).

"Billing Period" shall mean the period of time between successive EDC meter readings.

"Energy Line Loss Charge" shall be the product of the Energy Charges as provided for in Exhibit B and the Line Loss Percentage for the applicable Billing Period.

ENERGY LINE LOSS CHARGE. Customer shall pay Exelon Energy the Energy Line Loss Charge as defined above. The following Line Loss Percentage shall be used to determine the Energy Line Loss Charge.

5.52%

This Exhibit F shall govern in the event of any inconsistencies between it and (i) Section 4 of the Agreement and/or (ii) Exhibit B, as applicable.

AUTHORITY. Each party represents and warrants that the person signing this Exhibit F is authorized to do so and that this Exhibit F is a valid and binding obligation of such party. The parties agree that fax copies of executed original copies of this Exhibit F shall be sufficient and admissible evidence of the content and existence of the agreements set forth herein to the same extent as the originally executed copy or copies (if executed in counterpart).

SELLER: EXELON ENERGY COMPANY

CUSTOMER: Village of Lombard

By: _____

By: David A. Hulseberg

Print Name: _____

Print Name: David A. Hulseberg

Title: _____

Title: Village Manager

Customer Name: Village of Lombard
Facility Account Number: 2838140035

TERM OF EXHIBIT F. This Exhibit F is part of and incorporates the terms and conditions of the Electricity Sales Agreement ("Agreement") between the Customer identified above ("Customer") and Exelon Energy Company ("Exelon Energy"). This Exhibit F for the Facility Account Number set forth above shall become effective with the Customer's **May 2009** meter reading, (the "Beginning Meter Reading"), and continue through the Customer's **May 2012** meter reading, (the "Ending Meter Reading"). This Exhibit F for the Facility Account Number set forth above supersedes any prior Exhibit F covering the Pricing Period as defined below. If Customer has more than one Facility Account Number the applicable Pricing Period and Line Loss Percentage for each of the Facility Account Numbers shall be set forth in Schedule F-1 attached hereto.

DEFINITIONS.

"Actual Usage" shall mean Customer's energy usage at the meter(s).

"Billing Period" shall mean the period of time between successive EDC meter readings.

"Energy Line Loss Charge" shall be the product of the Energy Charges as provided for in Exhibit B and the Line Loss Percentage for the applicable Billing Period.

ENERGY LINE LOSS CHARGE. Customer shall pay Exelon Energy the Energy Line Loss Charge as defined above. The following Line Loss Percentage shall be used to determine the Energy Line Loss Charge.

5.52%

This Exhibit F shall govern in the event of any inconsistencies between it and (i) Section 4 of the Agreement and/or (ii) Exhibit B, as applicable.

AUTHORITY. Each party represents and warrants that the person signing this Exhibit F is authorized to do so and that this Exhibit F is a valid and binding obligation of such party. The parties agree that fax copies of executed original copies of this Exhibit F shall be sufficient and admissible evidence of the content and existence of the agreements set forth herein to the same extent as the originally executed copy or copies (if executed in counterpart).

SELLER: EXELON ENERGY COMPANY

CUSTOMER: Village of Lombard

By: _____

By: David A. Hulseberg

Print Name: _____

Print Name: David A. Hulseberg

Title: _____

Title: Village Manager

Customer Name: Village of Lombard
Facility Account Number: 3438105002

TERM OF EXHIBIT F. This Exhibit F is part of and incorporates the terms and conditions of the Electricity Sales Agreement ("Agreement") between the Customer identified above ("Customer") and Exelon Energy Company ("Exelon Energy"). This Exhibit F for the Facility Account Number set forth above shall become effective with the Customer's **May 2009** meter reading, (the "Beginning Meter Reading"), and continue through the Customer's **May 2012** meter reading, (the "Ending Meter Reading"). This Exhibit F for the Facility Account Number set forth above supersedes any prior Exhibit F covering the Pricing Period as defined below. If Customer has more than one Facility Account Number the applicable Pricing Period and Line Loss Percentage for each of the Facility Account Numbers shall be set forth in Schedule F-1 attached hereto.

DEFINITIONS.

"Actual Usage" shall mean Customer's energy usage at the meter(s).

"Billing Period" shall mean the period of time between successive EDC meter readings.

"Energy Line Loss Charge" shall be the product of the Energy Charges as provided for in Exhibit B and the Line Loss Percentage for the applicable Billing Period.

ENERGY LINE LOSS CHARGE. Customer shall pay Exelon Energy the Energy Line Loss Charge as defined above. The following Line Loss Percentage shall be used to determine the Energy Line Loss Charge.

5.52%

This Exhibit F shall govern in the event of any inconsistencies between it and (i) Section 4 of the Agreement and/or (ii) Exhibit B, as applicable.

AUTHORITY. Each party represents and warrants that the person signing this Exhibit F is authorized to do so and that this Exhibit F is a valid and binding obligation of such party. The parties agree that fax copies of executed original copies of this Exhibit F shall be sufficient and admissible evidence of the content and existence of the agreements set forth herein to the same extent as the originally executed copy or copies (if executed in counterpart).

SELLER: EXELON ENERGY COMPANY

CUSTOMER: Village of Lombard

By: _____

By: David A. Hulseberg

Print Name: _____

Print Name: David A. Hulseberg

Title: _____

Title: Village Manager

Customer Name: Village of Lombard
Facility Account Number: 3843007039

TERM OF EXHIBIT F. This Exhibit F is part of and incorporates the terms and conditions of the Electricity Sales Agreement ("Agreement") between the Customer identified above ("Customer") and Exelon Energy Company ("Exelon Energy"). This Exhibit F for the Facility Account Number set forth above shall become effective with the Customer's **May 2009** meter reading, (the "Beginning Meter Reading"), and continue through the Customer's **May 2012** meter reading, (the "Ending Meter Reading"). This Exhibit F for the Facility Account Number set forth above supersedes any prior Exhibit F covering the Pricing Period as defined below. If Customer has more than one Facility Account Number the applicable Pricing Period and Line Loss Percentage for each of the Facility Account Numbers shall be set forth in Schedule F-1 attached hereto.

DEFINITIONS.

"Actual Usage" shall mean Customer's energy usage at the meter(s).

"Billing Period" shall mean the period of time between successive EDC meter readings.

"Energy Line Loss Charge" shall be the product of the Energy Charges as provided for in Exhibit B and the Line Loss Percentage for the applicable Billing Period.

ENERGY LINE LOSS CHARGE. Customer shall pay Exelon Energy the Energy Line Loss Charge as defined above. The following Line Loss Percentage shall be used to determine the Energy Line Loss Charge.

4.40%

This Exhibit F shall govern in the event of any inconsistencies between it and (i) Section 4 of the Agreement and/or (ii) Exhibit B, as applicable.

AUTHORITY. Each party represents and warrants that the person signing this Exhibit F is authorized to do so and that this Exhibit F is a valid and binding obligation of such party. The parties agree that fax copies of executed original copies of this Exhibit F shall be sufficient and admissible evidence of the content and existence of the agreements set forth herein to the same extent as the originally executed copy or copies (if executed in counterpart).

SELLER: EXELON ENERGY COMPANY

CUSTOMER: Village of Lombard

By: _____

By:  _____

Print Name: _____

Print Name: David A. Hulseberg

Title: _____

Title: Village Manager

Customer Name: Village of Lombard
Facility Account Number: 5238084088

TERM OF EXHIBIT F. This Exhibit F is part of and incorporates the terms and conditions of the Electricity Sales Agreement ("Agreement") between the Customer identified above ("Customer") and Exelon Energy Company ("Exelon Energy"). This Exhibit F for the Facility Account Number set forth above shall become effective with the Customer's **May 2009** meter reading, (the "Beginning Meter Reading"), and continue through the Customer's **May 2012** meter reading, (the "Ending Meter Reading"). This Exhibit F for the Facility Account Number set forth above supersedes any prior Exhibit F covering the Pricing Period as defined below. If Customer has more than one Facility Account Number the applicable Pricing Period and Line Loss Percentage for each of the Facility Account Numbers shall be set forth in Schedule F-1 attached hereto.

DEFINITIONS.

"Actual Usage" shall mean Customer's energy usage at the meter(s).

"Billing Period" shall mean the period of time between successive EDC meter readings.

"Energy Line Loss Charge" shall be the product of the Energy Charges as provided for in Exhibit B and the Line Loss Percentage for the applicable Billing Period.

ENERGY LINE LOSS CHARGE. Customer shall pay Exelon Energy the Energy Line Loss Charge as defined above. The following Line Loss Percentage shall be used to determine the Energy Line Loss Charge.

5.52%

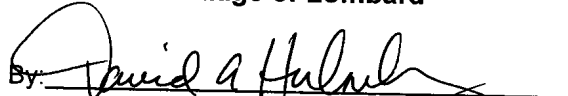
This Exhibit F shall govern in the event of any inconsistencies between it and (i) Section 4 of the Agreement and/or (ii) Exhibit B, as applicable.

AUTHORITY. Each party represents and warrants that the person signing this Exhibit F is authorized to do so and that this Exhibit F is a valid and binding obligation of such party. The parties agree that fax copies of executed original copies of this Exhibit F shall be sufficient and admissible evidence of the content and existence of the agreements set forth herein to the same extent as the originally executed copy or copies (if executed in counterpart).

SELLER: EXELON ENERGY COMPANY

CUSTOMER: Village of Lombard

By: _____

By:  _____

Print Name: _____

Print Name: David A. Hulseberg

Title: _____

Title: Village Manager

Customer Name: Village of Lombard
Facility Account Number: 5388073073

TERM OF EXHIBIT F. This Exhibit F is part of and incorporates the terms and conditions of the Electricity Sales Agreement ("Agreement") between the Customer identified above ("Customer") and Exelon Energy Company ("Exelon Energy"). This Exhibit F for the Facility Account Number set forth above shall become effective with the Customer's **May 2009** meter reading, (the "Beginning Meter Reading"), and continue through the Customer's **May 2012** meter reading, (the "Ending Meter Reading"). This Exhibit F for the Facility Account Number set forth above supersedes any prior Exhibit F covering the Pricing Period as defined below. If Customer has more than one Facility Account Number the applicable Pricing Period and Line Loss Percentage for each of the Facility Account Numbers shall be set forth in Schedule F-1 attached hereto.

DEFINITIONS.

"Actual Usage" shall mean Customer's energy usage at the meter(s).

"Billing Period" shall mean the period of time between successive EDC meter readings.

"Energy Line Loss Charge" shall be the product of the Energy Charges as provided for in Exhibit B and the Line Loss Percentage for the applicable Billing Period.

ENERGY LINE LOSS CHARGE. Customer shall pay Exelon Energy the Energy Line Loss Charge as defined above. The following Line Loss Percentage shall be used to determine the Energy Line Loss Charge.

4.08%

This Exhibit F shall govern in the event of any inconsistencies between it and (i) Section 4 of the Agreement and/or (ii) Exhibit B, as applicable.

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SELLER: EXELON ENERGY COMPANY

CUSTOMER: Village of Lombard

By: _____

By:  _____

Print Name: _____

Print Name: David A. Hulseberg

Title: _____

Title: Village Manager

Customer Name: Village of Lombard
Facility Account Number: 6048062028

TERM OF EXHIBIT B. This Exhibit B is part of and incorporates the terms and conditions of the Electricity Sales Agreement ("Agreement") between the Customer identified above ("Customer") and Exelon Energy Company ("Exelon Energy"). This Exhibit B for the Facility Account Number set forth above shall become effective with the Customer's **May 2009** meter reading, (the "Beginning Meter Reading"), and continue through the Customer's **May 2012** meter reading, (the "Ending Meter Reading"). This Exhibit B for the Facility Account Number set forth above supersedes any prior Exhibit B covering the Pricing Period set forth below. If Customer has more than one Facility Account Number the applicable Pricing Period and Energy Price for each of the Facility Account Numbers shall be set forth in Schedule B-1 attached hereto.

DEFINITIONS.

"Actual Usage" shall mean Customer's energy usage at the meter(s).

"Billing Period" shall mean the period of time between successive EDC meter readings.

"Energy Charge" shall be the sum of the Hourly Energy Charges for the applicable Billing Period.

"Hourly Energy Charge" shall mean the product of the Actual Usage in that hour and the applicable Energy Price as set forth below.

"NERC Holidays" shall mean the days designated to be holidays by the North American Electric Reliability Council, as amended.

"Pricing Period" shall mean the period from the Beginning Meter Reading through the Ending Meter Reading.

ENERGY CHARGE. Customer shall pay Exelon Energy the Energy Charge as defined above. The following Energy Price shall be used to determine the Energy Charge.

\$0.05864 per kWh

LINE LOSSES. Customer shall pay Exelon Energy for energy losses associated with transmission and distribution losses incurred by Exelon Energy in connection with the supply of electricity to Customer in accordance with this Exhibit B. Exelon Energy's charge for such line losses for the relevant Billing Period shall be the product of: (i) the Energy Charge(s), and (ii) the line loss percentage imposed by the relevant EDC tariff and/or RTO, as applicable.

AUTHORITY. Each party represents and warrants that the person signing this Exhibit B is authorized to do so and that this Exhibit B is a valid and binding obligation of such party. The parties agree that fax copies of executed original copies of this Exhibit B shall be sufficient and admissible evidence of the content and existence of the agreements set forth herein to the same extent as the originally executed copy or copies (if executed in counterpart).

SELLER: EXELON ENERGY COMPANY

CUSTOMER: Village of Lombard

By: _____

By:  _____

Print Name: _____

Print Name: David A. Hulseberg

Title: _____

Title: Village Manager

Customer Name: Village of Lombard
Facility Account Number: 1323104035

TERM OF EXHIBIT B. This Exhibit B is part of and incorporates the terms and conditions of the Electricity Sales Agreement ("Agreement") between the Customer identified above ("Customer") and Exelon Energy Company ("Exelon Energy"). This Exhibit B for the Facility Account Number set forth above shall become effective with the Customer's **May 2009** meter reading, (the "Beginning Meter Reading"), and continue through the Customer's **May 2012** meter reading, (the "Ending Meter Reading"). This Exhibit B for the Facility Account Number set forth above supersedes any prior Exhibit B covering the Pricing Period set forth below. If Customer has more than one Facility Account Number the applicable Pricing Period and Energy Price for each of the Facility Account Numbers shall be set forth in Schedule B-1 attached hereto.

DEFINITIONS.

"Actual Usage" shall mean Customer's energy usage at the meter(s).

"Billing Period" shall mean the period of time between successive EDC meter readings.

"Energy Charge" shall be the sum of the Hourly Energy Charges for the applicable Billing Period.

"Hourly Energy Charge" shall mean the product of the Actual Usage in that hour and the applicable Energy Price as set forth below.

"NERC Holidays" shall mean the days designated to be holidays by the North American Electric Reliability Council, as amended.

"Pricing Period" shall mean the period from the Beginning Meter Reading through the Ending Meter Reading.

ENERGY CHARGE. Customer shall pay Exelon Energy the Energy Charge as defined above. The following Energy Price shall be used to determine the Energy Charge.

\$0.05760 per kWh

LINE LOSSES. Customer shall pay Exelon Energy for energy losses associated with transmission and distribution losses incurred by Exelon Energy in connection with the supply of electricity to Customer in accordance with this Exhibit B. Exelon Energy's charge for such line losses for the relevant Billing Period shall be the product of: (i) the Energy Charge(s), and (ii) the line loss percentage imposed by the relevant EDC tariff and/or RTO, as applicable.

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SELLER: EXELON ENERGY COMPANY

CUSTOMER: Village of Lombard

By: _____

By: David A. Hulseberg

Print Name: _____

Print Name: David A. Hulseberg

Title: _____

Title: Village Manager

Customer Name: Village of Lombard
Facility Account Number: 1788000038

TERM OF EXHIBIT B. This Exhibit B is part of and incorporates the terms and conditions of the Electricity Sales Agreement (“Agreement”) between the Customer identified above (“Customer”) and Exelon Energy Company (“Exelon Energy”). This Exhibit B for the Facility Account Number set forth above shall become effective with the Customer’s **May 2009** meter reading, (the “Beginning Meter Reading”), and continue through the Customer’s **May 2012** meter reading, (the “Ending Meter Reading”). This Exhibit B for the Facility Account Number set forth above supersedes any prior Exhibit B covering the Pricing Period set forth below. If Customer has more than one Facility Account Number the applicable Pricing Period and Energy Price for each of the Facility Account Numbers shall be set forth in Schedule B-1 attached hereto.

DEFINITIONS.

“Actual Usage” shall mean Customer’s energy usage at the meter(s).

“Billing Period” shall mean the period of time between successive EDC meter readings.

“Energy Charge” shall be the sum of the Hourly Energy Charges for the applicable Billing Period.

“Hourly Energy Charge” shall mean the product of the Actual Usage in that hour and the applicable Energy Price as set forth below.

“NERC Holidays” shall mean the days designated to be holidays by the North American Electric Reliability Council, as amended.

“Pricing Period” shall mean the period from the Beginning Meter Reading through the Ending Meter Reading.

ENERGY CHARGE. Customer shall pay Exelon Energy the Energy Charge as defined above. The following Energy Price shall be used to determine the Energy Charge.

\$0.05813 per kWh

LINE LOSSES. Customer shall pay Exelon Energy for energy losses associated with transmission and distribution losses incurred by Exelon Energy in connection with the supply of electricity to Customer in accordance with this Exhibit B. Exelon Energy’s charge for such line losses for the relevant Billing Period shall be the product of: (i) the Energy Charge(s), and (ii) the line loss percentage imposed by the relevant EDC tariff and/or RTO, as applicable.

AUTHORITY. Each party represents and warrants that the person signing this Exhibit B is authorized to do so and that this Exhibit B is a valid and binding obligation of such party. The parties agree that fax copies of executed original copies of this Exhibit B shall be sufficient and admissible evidence of the content and existence of the agreements set forth herein to the same extent as the originally executed copy or copies (if executed in counterpart).

SELLER: EXELON ENERGY COMPANY

CUSTOMER: Village of Lombard

By: _____

By:  _____

Print Name: _____

Print Name: David A. Hulseberg

Title: _____

Title: Village Manager