


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

_____ 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 

DATE: June 7, 2011 (COW)(B of T) June 16, 2011

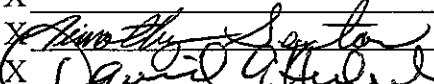
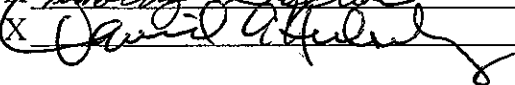
TITLE: Motion to Ratify a Contract with Exelon Energy Company for the Provision of Electrical Energy for Street Lighting

SUBMITTED BY: Timothy Sexton, Director of Finance

BACKGROUND/POLICY IMPLICATIONS:

Staff is requesting ratification of the electricity contract for street lighting executed by the Director of Finance on June 3, 2011.


Review (as necessary):

Village Attorney X _____ Date _____
Finance Director X  _____ Date 6/7/11
Village Manager X  _____ Date 6/8/11

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: June 7, 2011

Subject: Electricity Supply Contract – Street Lighting

On May 19, 2011, the Village Board approved Resolution 112-11 which authorized the Northern Illinois Municipal Electric Cooperative (NIMEC) to serve as the broker for the Village in regard to obtaining bids from electricity providers and authorizing the Village Manager or Director of Finance to approve a contract with the lowest cost electricity provider.

Bidding was conducted by NIMEC on June 3, 2011, for the electrical needs for the Village's street lighting. The new rate decreased from 3.65 cents to 3.554 cents per kWh. In accordance with the authorization provided for in Resolution 112-11, the contract was executed on June 3, 2011. As provided for in that 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: See Schedule 1

This Transaction Confirmation ("TC") is part of and incorporates the terms and conditions of the Master Electricity Sales Agreement ("Master Agreement") between the Customer ("Customer") and Exelon Energy Company ("Exelon Energy"). The Master Agreement together with this and all TCs shall form a single, integrated agreement among the Parties.

PURCHASE AND SALE OBLIGATIONS. Exelon Energy agrees to provide and sell, and Customer agrees to receive and purchase from Exelon Energy, one hundred percent (100%) of Customer's retail energy usage for the Pricing Periods associated with the Facility Account Numbers (each referred to as a "FAN") set forth in the attached Schedule 1. Accordingly, for each FAN, Customer will be obligated to pay to Exelon Energy the Energy Charge, RTO Charge, Energy Line Loss Charge, and Taxes.

TERM OF PURCHASE AND SALE OBLIGATIONS. Provision of the products and services contemplated herein with respect to each FAN shall begin with each applicable Beginning Meter Reading and continue through the applicable Ending Meter Reading, both of which are set forth in Schedule 1.

DEFINITIONS. All capitalized terms used but not defined in this Transaction Confirmation shall have the meaning ascribed to them in the Master Agreement.

"Actual Usage" means the energy usage associated with a FAN, at the meter and as determined by the EDC.

"Beginning Meter Reading" means the first meter reading date for a FAN.

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

"Ending Meter Reading" means the last meter reading date for a FAN.

"EPT" shall mean eastern prevailing time.

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

"Energy Line Loss Charge" shall be the product of the Energy Charges as provided for in this TC and the Line Loss Percentage 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.

"Line Loss Percentage" shall mean the EDC determined transmission and distribution loss factor for the FAN minus any applicable RTO determined EDC loss de-rating factor.

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

"RTO" shall mean the FERC-regulated regional transmission operator or independent system operator in which the Customer's EDC is located.

"RTO Charge" shall be the charge for RTO Products and Services.

"RTO Products and Services" means the portion, associated with the provision of retail electricity to the Customer, of the wholesale products and services that the RTO or the EDC requires Exelon Energy to procure to serve all of Exelon Energy's retail customers.

TRANSACTION CONFIRMATION - FULL REQUIREMENTS ELECTRIC - ATC



BILLING AND PAYMENT. Exelon Energy Single Bill Billing. Such invoice will include: Energy Charges, RTO Charges, Energy Line Loss Charges, EDC Charges, and Taxes as specified in the Master Agreement and herein. Notwithstanding Customer's election to receive a single invoice Exelon Energy may switch Customer to an invoice which shall not include the EDC Charge if Customer owes any amounts to the EDC prior to the commencement of service by Exelon Energy to Customer under this TC or failure to perform any covenant or obligation set forth in the Agreement and any related TC. Exelon Energy will invoice Customer separately for each FAN, and Customer will pay Exelon Energy within the number of days from Customer's invoice set forth in the column entitled "Payment Term" in Schedule 1.

NOTICES.

EXELON ENERGY COMPANY	CUSTOMER
<p>NOTICES AND CORRESPONDENCE, PARCEL DELIVERIES:</p> <p>Exelon Energy Company Attn: Contract Administrator 300 Exelon Way Kennett Square, PA 19348</p> <p>With a copy to: Exelon Business Services Company Attn: Legal Department 300 Exelon Way Kennett Square, PA 19348</p>	<p>NOTICES AND CORRESPONDENCE, PARCEL DELIVERIES:</p> <p>VILLAGE OF LOMBARD 255 E. Wilson Ave., Lombard, IL 60148</p> <p>Fax No:</p>
<p>BILLINGS AND STATEMENTS(IF DIFFERENT):</p> <p>(as indicated on invoice)</p>	<p>BILLINGS AND STATEMENTS(IF DIFFERENT):</p> <p>VILLAGE OF LOMBARD 255 E. Wilson Ave., Attn: Accts Payable Lombard, IL 60148</p>

ENERGY CHARGE. Customer shall pay Exelon Energy the Energy Charge as defined above. The Fixed Energy Prices set forth in Schedule 1 shall be used to determine the Energy Charge.

FIXED RTO CHARGE. Customer shall pay Exelon Energy the RTO Charge as defined above. The Fixed RTO Price set forth in Schedule 1 shall be used to determine the RTO Charge.

LINE LOSS PERCENTAGE. See Schedule 1.

TRANSACTION CONFIRMATION - FULL REQUIREMENTS ELECTRIC - ATC



MISCELLANEOUS. Any alleged conflict or inconsistency between the terms and conditions of this Transaction Confirmation and any of the terms and conditions of the Master Agreement shall be resolved in favor of the terms and conditions of this Transaction Confirmation. Fax copies of executed original copies of this Transaction Confirmation shall be sufficient and admissible evidence of the content and existence of the agreements set forth herein to the same extent as the executed original (or originals if executed in counterparts).

The parties have caused this Transaction Confirmation to be duly executed as of the date first above written.

SELLER: EXELON ENERGY COMPANY

CUSTOMER: VILLAGE OF LOMBARD

By: _____

By: Timothy Sexton

Print Name: _____

Print Name: Timothy Sexton

Title: _____

Title: Director of Finance

Date: _____

Date: 6/3/11

SCHEDULE 1

OFFR-014408-01-0

VILLAGE OF LOMBARD

Facility Account Number	Beginning Meter Reading	Ending Meter Reading	Payment Term	Fixed Energy Price per kWh	Fixed RTO Price per kWh	Fixed Line Loss Percentage
0155029075	07/12/2011	07/11/2012	60	0.03111	0.00098	11.080%
0156039020	07/11/2011	07/10/2012	60	0.03111	0.00098	11.080%
0811053022	07/11/2011	07/10/2012	60	0.03111	0.00098	11.080%
0867019127	07/11/2011	07/10/2012	60	0.03111	0.00098	11.080%
0899020047	07/11/2011	07/10/2012	60	0.03111	0.00098	11.080%
1983109030	07/11/2011	07/10/2012	60	0.03111	0.00098	11.080%
2367022037	07/11/2011	07/10/2012	60	0.03111	0.00098	11.080%
5256086017	07/11/2011	07/10/2012	60	0.03111	0.00098	11.080%
5523004001	07/11/2011	07/10/2012	60	0.03111	0.00098	11.080%
5987108015	07/11/2011	07/10/2012	60	0.03111	0.00098	11.080%
6293019008	07/11/2011	07/10/2012	60	0.03111	0.00098	11.080%

Customer Initials: *RJ*

Sales Rep Name: Jason Bessert