

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

086194

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

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: March 26, 2008 (COW)(B of T) April 3, 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

SUBMITTED BY: Timothy Sexton, Director of Finance

BACKGROUND/POLICY IMPLICATIONS:

A staff report on this matter is attached.

Review (as necessary):

Village Attorney X _____
Finance Director X _____
Village Manager X _____
Date 3/26/08
Date 2/27/08

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: William T. Lichter
Village Manager

From: Timothy Sexton
Director of Finance

Date: March 26, 2008

Subject: Electricity Supply Contract

On February 7, 2008, the Village Board approved Resolution 67-08 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 to approve a contract with the lowest cost electricity provider.

Bidding was conducted by NIMEC on March 26, 2008, for the electrical needs for the Village's water and sewer system. 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 a savings of approximately \$32,000 compared with the ComEd rate during the 12 month term of the contract. ComEd will be increasing their rate by 4% for commercial customers in May, and this increase is taken into account in the savings above.

The attached contract has been reviewed by the Village Attorney's office. In accordance with the authorization provided for in Resolution 67-08, the contract was executed on March 26, 2008. 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.

**Exelon Energy Company
Fixed Price Electricity Sales Agreement**

This Agreement is between Village of Lombard ("Customer") and Exelon Energy Company ("Exelon" or "Exelon Energy") and collectively with Customer (the "Parties") and applies to the account numbers and meters identified for the facilities listed ("Listed Facilities") in the Designation of General Account Agent ("GAA"). The Parties agree to the following:

1. Services Provided by Exelon Energy
Subject to the terms of this Agreement, Exelon Energy shall arrange for the purchase, transmission and delivery on a firm basis of 100% of Customer's electricity requirements for the Listed Facilities as indicated on the GAA. Exelon Energy shall be authorized to (i) make all rate and tariff selections and execute all authorizations on behalf of Customer with respect to the Listed Facilities, required to switch electricity suppliers as may be reasonably necessary to carry out the provisions of this Agreement, (ii) make all necessary arrangements for the purchase and delivery of such electricity to the Listed Facilities, including providing or procuring the following services, as applicable: ancillary transmission services, transmission, distribution, generation, balancing, forecasting, scheduling, normalizing and metering, (iii) make all payments as invoiced by the transmission, distribution and electricity providers, including the receipt and payment of Customer's Electric Distribution Company ("EDC") invoice. Customer agrees to reimburse Exelon Energy for all payments (including disputed payments) made on Customer's behalf by Exelon Energy without limiting Customer's rights to resolve such disputes with the EDC.

2. Customer Obligations
Subject to the terms of this Agreement, Customer shall purchase on a firm basis 100% of Customer's electricity requirements for the Listed Facilities through Exelon Energy. Customer will execute any and all agreement(s) as required by the EDC: (i) for the purpose of providing distribution services to Customer, (ii) to enable customer to take service from an Alternative Retail Energy Supplier, or (iii) as required for Customer and Exelon Energy to fulfill its obligations under this Agreement.

3. Price
Pricing terms for energy supply costs to a Listed Facility for a specified period (a "Pricing Period") will be set forth in one or more Exhibit B's for each Listed Facility. Customer and Exelon Energy shall negotiate the pricing terms that apply to each Listed Facility for subsequent Pricing Periods. If an agreement is reached for a subsequent Pricing Period, the Parties shall execute one or more Exhibit B's to reflect such terms for each Listed Facility, and if no agreement is reached this Agreement shall terminate.

4. Billing
After receiving Customer's meter readings from the EDC, Exelon Energy shall promptly provide a bill for each of the Listed Facilities, which bill will include all detail required by the Illinois Commerce Commission or other regulatory authority with appropriate jurisdiction. If Exelon Energy does not receive billing information from the EDC on a timely basis for any billing period, Exelon Energy may estimate the Customer's meter readings and any applicable charges for that billing period in its monthly bill to Customer and make any necessary adjustments in a following bill.

Bill Format
• Customer elects to receive a consolidated invoice from Exelon Energy.
Such invoice will include: Exelon Charges, EDC Passthrough Charges, RTO Passthrough Charges and Miscellaneous charges as specified herein.
Exelon Charges:
• Energy supply costs (calculated as provided in one or more Exhibit B's to this Agreement).
• Demand charges (calculated as provided in one or more Exhibit B's to this Agreement).

EDC Passthrough Charges:
• Distribution-related charges as defined by the EDC and any applicable delivery service tariffs (including, but not limited to: charges for energy lost in distribution (sometimes referred to as "line losses"); Customer Transition or Stranded Cost Recovery Charges, Equipment Rental Charges, Meter Service Charges, Monthly Customer Charges, Decommissioning Charges and Franchise Fees). Such charges may be billed on a demand and/or energy basis.
• Out-of-pocket charges to obtain historical billing and/or usage data.

Regional Transmission Operator (RTO) Passthrough Charges:
• Transmission-related charges as defined by the prevailing transmission authority and/or open access transmission tariff (including, but not limited to: transmission charges, ancillary transmission services, congestion charges, charges for energy lost in transmission (sometimes referred to as "line losses") and delivery charges to the applicable EDC's control area). Such charges may be billed on a demand and/or energy basis.
• Capacity charges.

Miscellaneous Charges:
• Customer is responsible for any and all federal, state and local taxes and fees imposed on or with respect to the electricity at and/or after the title transfer point(s), including any taxes enacted after the Effective Date of this Agreement. In the event that Customer is exempt from the payment of any Taxes, Customer shall provide evidence of such exemption to Exelon Energy prior

- to the issue date of Customer's first invoice.
- Other charges as applicable.

Both Parties recognize that components of the Customer's bill may include electric transmission and distribution tariff pass through charges that are imposed by the EDC and/or RTO and authorized by state and federal regulatory bodies. Any changes (increase or decrease) to such tariff charges, (including, but not limited to, any new charge(s) imposed by the EDC or RTO) subsequent to the execution date of this Agreement shall be directly passed through to Customer by a corresponding change in the applicable portion of its bill. Such change will take effect on first available bill after the effective date of the change and may be pro-rated to accommodate an effective date that does not coincide with Customer's billing cycle.

Notwithstanding anything herein to the contrary, if Customer (i) fixes its Regional Transmission Operator (RTO) Passthrough Charges by execution of Exhibit E and/or (ii) fixes its distribution and transmission line loss percentage by execution of an Exhibit F Exelon Energy shall not pass through to Customer any increases in the components of the fixed-cost items set forth in the relevant Exhibits.

Exelon Energy shall not pay any EDC charges not related to Exelon Energy's obligation to perform under this Agreement.

Payment

Customer will pay Exelon Energy's bill within (sixty) 60 days from its date of issue. A late payment charge equal to the lower of one percent (1%) per month or the maximum lawful interest rate shall be imposed on any past due balance; provided that to the extent the payment terms of this Agreement are in conflict with the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* (the "Prompt Payment Act"), the Prompt Payment Act shall govern. In the event that Customer disputes the charges on its invoice, Customer shall pay all undisputed amounts. Upon reconciliation of any such dispute, Customer shall pay any remaining amount due on the bill within ten (10) days of the reconciliation, (or in the case of any overpayment by Customer, Exelon shall pay or credit the amount of such overpayment to Customer within ten (10) days of such reconciliation). Customer is responsible for all account balances with the EDC for billing periods prior to the effective date of this Agreement.

Term

This Agreement shall become effective upon final credit approval by Exelon Energy and confirmation by Exelon Energy (i) that Customer is eligible to select an Alternative Retail Electric Supplier (ARES) and (ii) of Customer's current EDC rates and riders. Upon effectiveness, Exelon Energy's services shall commence as of the Beginning Meter Reading set forth in Exhibit B for the Initial Pricing Period. Such services (and this Agreement) shall continue for an initial term set forth in Exhibit B subject to termination or renewal as hereinafter provided.

This Agreement will terminate if Customer and Exelon Energy are unable to reach an agreement as to the pricing terms that are to apply to a Listed Facility by a date prior to the end of the current pricing period reasonably sufficient for Exelon Energy to comply with the applicable EDC notification requirements for returning Customer to EDC service. Under such circumstances, Exelon Energy will drop Customer from its service, and may place or cause Customer to be placed on the applicable EDC tariff at the end of the current Pricing Period in accordance with the EDC's tariffs, rules or procedures. If more than one tariff option is available to Customer, Exelon Energy will choose an option for Customer in its sole discretion, unless Customer submits a request directly to the EDC and provides Exelon Energy with timely, prior written notice of such request.

Force Majeure

Neither Party shall be considered to be in default in the performance of its obligations under this Agreement (except for the obligation to pay money), if its failure to perform or delay in performing was caused by or results, directly or indirectly, from "Force Majeure." "Force Majeure" means causes beyond the reasonable control of the Party claiming Force Majeure that delay or prevent that Party from performing its obligations. For purposes of this Agreement, Force Majeure shall include, without limitation: declaration by the Electric Distribution Company, a control area, transmission operator or reliability council of the Electric Transmission System or an emergency condition requiring curtailment of power supply or interruption or curtailment of required firm transmission on the Electric Transmission or Distribution System; flood; earthquake; storm; drought; fire; pestilence; lightning; other natural catastrophes; epidemic; war; not; civil disturbance or disobedience; strike; labor dispute; labor or material shortage; sabotage; government priorities; restraint by court order; and action or non-action by, or inability (for causes beyond the reasonable control of a party) to obtain necessary authorizations or approvals from, any government agency or authority; provided, however, that a general change in market conditions shall not in and of itself constitute Force Majeure. Any Force Majeure declared under the tariff of a transmission or distribution provider, or by a wholesale supplier or generation company used by Exelon Energy to provide services under this Agreement shall constitute Force Majeure for purposes of this Agreement. A Party that is delayed in performing or rendered unable to fulfill any of its obligations under this Agreement by Force Majeure shall notify the other Party in writing as soon as possible and shall exercise due diligence to attempt to remove such inability with all reasonable dispatch. Nothing contained in this section shall be construed so as to require a party to settle any strike or labor dispute in which it may be involved.

Adequate Assurance

If Exelon Energy determines, in its commercially reasonable discretion that Customer's creditworthiness becomes unsatisfactory, Exelon Energy may request adequate assurance of performance from Customer ("Adequate Assurance"). Adequate Assurance may consist of cash prepayment, letter of credit or parental guaranty reasonably satisfactory to Exelon Energy. Such Adequate Assurance must be delivered to Exelon Energy within five (5) business days of request. Additionally, Exelon Energy may suspend deliveries under this Agreement upon twenty (20) days notice until Customer provides security for future deliveries reasonably satisfactory to Exelon Energy.

Early Termination

If this Agreement is terminated prior to the end of its current term due to an Event of Default by a party, the non-defaulting party shall

calculate, in a commercially reasonable manner, and present in writing to the defaulting Party, and the defaulting party shall pay to the non-defaulting Party, as liquidated damages and not as a penalty, the Settlement Amount (as hereinafter defined) as determined below:

As used herein:

- (a) The term "Settlement Amount" shall mean the total Costs and Losses (as such terms are hereinafter defined) resulting from such termination of the Agreement.
- (b) The term "Costs" shall mean the actual brokerage fees, reservation fees, commissions and other reasonable out-of-pocket fees and expenses incurred by the non-defaulting party in terminating this Agreement and in entering into any new electric supply agreements or arrangements which reasonably replace the obligations of the defaulting party hereunder.
- (c) In the event of default by Customer, the term "Losses" shall mean and shall be calculated as the net present value, exclusive of Costs, of the positive difference, if any, between (i) Market Value (as hereinafter defined) and (ii) Contract Value (as hereinafter defined). In the event of default by Exelon Energy, the term "Losses" shall mean and shall be calculated as the net present value, exclusive of Costs, of the positive difference, if any, between (i) Contract Value and (ii) Market Value. For purposes of determining such Losses, net present value shall be calculated utilizing a discount rate equal to the "Ask Yield" quoted and published in the Wall Street Journal, as of the cancellation date, for United States Treasury Bills, Notes or Bonds with a term closest to the remaining Term.
- (d) The term "Market Value" shall mean the amount, as reasonably determined by the non-defaulting party as of the date of termination of this Agreement, which a bona-fide third party would pay for the Remaining Anticipated Usage (as hereinafter defined) at then-current fair market prices.
- (e) The term "Contract Value" shall mean the Fixed Supply Price (as set forth in Exhibit B) for the Remaining Anticipated Usage (as hereinafter defined).
- (f) The term "Remaining Anticipated Usage" shall mean the amount of electricity, as reasonably determined by the non-defaulting Party, which Customer would have purchased and received during the Settlement Period (as hereinafter defined) pursuant to this Agreement if this Agreement had not been terminated prior to the expiration of the Term. In determining Remaining Anticipated Usage, the non-defaulting party shall use the Customer's historic energy usage available at the time of execution of the agreement in conjunction with any material change notice in usage as provided by the Customer.
- (g) The term "Settlement Period" shall mean the period from the date of early termination of this Agreement through the scheduled date of expiration of the Term.

The Settlement Amount shall be due and payable within seven (7) business days after the non-defaulting Party has furnished the written calculation thereof to the defaulting party. The parties acknowledge and agree that any Settlement Amount payable under this Agreement constitutes a reasonable estimation of economic harm or loss, and does not constitute a penalty.

Notwithstanding anything herein to the contrary, each party shall use commercially reasonable efforts to mitigate its Costs, Losses and other damages and liabilities in the event of default hereunder or other termination of this Agreement.

Each Party hereby acknowledges that the price and terms of this Agreement are predicated on timely commencement of service, and that Exelon Energy has entered or will enter into such supply arrangements as it deems necessary to deliver electricity hereunder after the Listed Facility is EDC "site ready." Should the transactions contemplated in this Agreement not occur on the effective date of the Agreement as indicated on Exhibit B, due to actions or inactions of the EDC, including, but not limited to, EDC meter installation, telephone line connection or EDC site ready status, and market conditions have materially changed during the period of such non-occurrence the Parties shall use commercially reasonable efforts to renegotiate this Agreement (including any damages sustained by Exelon Energy resulting from the failure to commence service hereunder). If the Parties are unable to reach such an agreement or resolution within thirty (30) days after the effective date, either Party may terminate this Agreement upon five (5) days prior written notice to the other Party.

10. Intentionally Omitted

11. Event of Default

Upon the occurrence of an Event of Default (as defined below) and at any time thereafter so long as such Event of Default continues, the non-defaulting Party may by written notice to the defaulting Party declare this Agreement to be in default. Except with respect to a payment default, the defaulting Party must remedy such Event of Default within thirty (30) calendar days after receiving notice from the non-defaulting Party, or if such cure cannot be completed within thirty (30) days, commence and diligently pursue such cure, and cure such breach within a reasonable time. If the defaulting Party fails to cure its default within the applicable cure period, the non-defaulting Party may upon five (5) days written notice thereafter terminate this Agreement and exercise, at its election, any rights or remedies it may have under this Agreement, or as provided under law (unless otherwise limited by this Agreement).

An Event of Default shall mean, the occurrence of any of the following: (a) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within five (5) days after written notice; (b) any representation or warranty made by either party herein is false or misleading in any material respect when made or when deemed made or repeated; (c) the failure to perform any material covenant or obligation (other than the payment of money) set forth in this Agreement; (d) a party becomes bankrupt; or (e) a party fails to provide Adequate Assurance of performance as required.

Exelon Energy reserves the right, in its sole discretion, to terminate this Agreement (including any then effective Exhibit B's) at any time without prior notice if Customer fails to make payments as required hereunder, which failure shall continue following the expiration of the applicable cure period.

Each party (the "Indemnifying Party") agrees to indemnify, defend and hold the other party, and such other party's officers, directors, employees and agents harmless from and against all claims for damages, liability and expenses relating to or arising out of damage to

property or injury to persons (including death) resulting from and to the extent of the negligent acts, errors or omissions of the indemnifying Party or its agents, subject, however to the limitations set forth in Section 15.

12. Intentionally Omitted.

13. Assignment

Either Party may assign this Agreement with the written consent of the other party which consent may not be unreasonably withheld. Such assignment must be executed in writing by both parties and in a form reasonably acceptable to the parties; provided however that either party may, upon prior written notice to the other party transfer or assign this Agreement (a) to an affiliate of such party or entity controlled by or in common control with such party, provided that all the persons obligated to fulfill the assigning party's obligations under the Agreement after the assignment have substantially equivalent financial capability to that of all other persons obligated to fulfill the assigning Party's obligations under the Agreement before the assignment, as determined in the commercially reasonable discretion of the non-assigning Party's party, or (b) to any person or entity succeeding to all or substantially all of the assets of such party, whose credit is approved by the non-assigning party, as determined solely, but commercially reasonable discretion of the non-assigning party. Without limiting the foregoing, Customer may transfer or assign this Agreement with the prior written consent of Exelon Energy to any purchaser of the facility corresponding to the Account Numbers listed on Schedule A hereto, provided (i) Customer shall have given Exelon thirty (30) days written notice of such proposed transfer or assignment, (ii) the proposed transferee or assignee shall meet Exelon's reasonable credit requirements in effect for similarly sized agreements, as determined in the commercially reasonable discretion of Exelon and (iii) Customer shall cooperate with Exelon in effecting any such transfer or assignment. Any permitted assignee shall agree in writing to be bound by the terms and conditions of this Agreement. Subject to the foregoing, Customer must provide at least forty-five (45) days prior written notice of the effective date of any such assignment as may be necessary to process a seamless transition to the assignee as required by the EDC. Customer must provide Exelon Energy with all necessary documentation and coordinate with the EDC as required to effectuate such assignment. If a seamless transition does not occur due to reasons beyond Exelon Energy's control or is otherwise not available pursuant to the EDC's tariffs, rules or procedures, the Assignor shall be responsible for any costs associated with such assignment, including the unwind or termination of any hedging instruments for the period during which the Assignee is unable to take delivery of the power purchased by Exelon Energy to fulfill its obligations under this Agreement.

14. Confidentiality

Each party agrees not to disclose any terms of this Agreement to any third party except as necessary for such party to perform its obligations herein or to comply with any applicable law, order, regulation or rule. Each party may disclose this Agreement internally to its lenders, legal counsel, accountants or auditors who are subject to a binding obligation to treat this Agreement in a confidential nature. In the event either party is required to disclose any information regarding this Agreement, such party shall promptly notify the other party of such request so that the other party may seek an appropriate protective order or other relief. If required by existing law, Exelon Energy shall file this Agreement with any regulatory body having jurisdiction over the Parties to this Agreement. Notwithstanding the foregoing, this Agreement may be subject to the Freedom of Information Act ("Act") and therefore may be disclosed as provided under such Act.

15. Limitation of Liability

THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED BY EACH PARTY HERETO. NEITHER EXELON ENERGY NOR CUSTOMER NOR ANY OF THEIR RESPECTIVE PARTNERS, OWNERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, PARTNERS, SUBSIDIARIES OR AFFILIATES SHALL BE LIABLE UNDER ANY CIRCUMSTANCE FOR SPECIAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, PUNITIVE DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT.

16. DEMAND RESPONSE PROGRAMS

Exelon expressly acknowledges that Customer may participate, at Customer's sole discretion, in any PJM, EDC or Commonwealth Edison demand response program on its own or with any registered PJM Curtailment Service Provider.

17. Miscellaneous

This Agreement, including the Exhibits, constitutes the entire agreement of the Parties for the provision of electricity with respect to the Listed Facilities. It may be amended only by a written agreement signed by both Parties. In the event of a conflict between this Agreement and the Exhibits, the Exhibits shall control. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State in which the Listed Facility is located without regard to its conflict of laws principles. This Agreement shall not be construed against a party by reason of who prepared it. Any waiver or any terms of this Agreement must be in writing and shall not diminish the future enforceability of this Agreement. Each party represents and warrants that the person signing this Agreement is authorized to do so and that this Agreement is a valid and binding obligation of such party. The Parties agree that tax copies of executed original copies of this Agreement shall be sufficient and admissible evidence of the content and existence of this Agreement to the same extent as the originally executed copy or copies (if executed in counterpart)..

18. Notices

Except as otherwise provided herein, any notice, request, demand, statement, bill or payment provided for in this Agreement, or any notice which a party may desire to give to the other, shall be in writing and shall be considered duly delivered when received if sent by facsimile, or next day delivery service, or as of the third business day after the postmark date when mailed by ordinary mail to the other party at the following address:

Exelon Energy Company
Notices and Correspondence, Parcel Deliveries
Exelon Energy Company
4300 Winfield Road

Customer/Notices and Correspondence

19.

Transfer of Title

Title to and risk of loss related to the electricity to be sold hereunder shall transfer from Exelon Energy to Customer at the point at which the energy leaves the federally regulated transmission system and enters the state regulated distribution system. Exelon Energy hereby warrants to Customer that at the time of delivery of electricity to ComEd it will have good title and/or the right to sell such electricity, and that such electricity will be free and clear of all liens and adverse claims.

20.

Taxes

Customer will be responsible for all taxes, fees, licenses, riders, or charges assessed on the delivery of electricity to Customer, exclusive of Seller's income tax or taxes levied on Seller's real or personal property.

21.

Intentionally Omitted

22.

Decision to Switch Suppliers: Authorization to Obtain Information

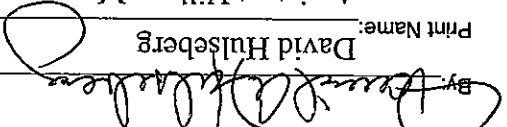
CUSTOMER HEREBY CONFIRMS ITS DECISION TO SWITCH SUPPLIERS TO EXELON ENERGY COMPANY. Unless otherwise specified, all electric power and capacity associated with the Account Number(s) specified in the GAA will be switched to Exelon Energy. Customer hereby authorizes Exelon Energy to receive Customer's historical and ongoing usage information from the EDC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below their respective signatures.

SELLER: EXELON ENERGY COMPANY

By: _____
Print Name: _____
Title: _____
Date: _____

CUSTOMER: VILLAGE OF LOMBARD

By: 
Print Name: David Hulseberg
Title: Assistant Village Manager
Date: March 26, 2008

Fixed Price - Exhibit B
Pricing For Individual Facilities

Customer Name: Village of Lombard
Facility Account Number: 5388073073

Term of Exhibit B
This Exhibit is part of a Fixed Price Electricity Sales Agreement ("Agreement") between the Customer identified above ("Customer") and Exelon Energy Company ("Exelon Energy"). This Exhibit shall become effective with the Customer's May 2008 meter reading, on or about May 8, 2008 (the "Beginning Meter Reading"), and continue through the Customer's May 2009 meter reading, on or about May 12, 2009 (the "Ending Meter Reading"). This Exhibit B supersedes any prior Exhibit B as of such effective date.

Energy Pricing

Period	
Billing Periods from the Beginning Meter Reading (May 8, 2008) through the Ending Meter Reading (May 12, 2009)	
Pricing	
\$.07785 per kWh On Peak	
\$.05193 per kWh Off Peak	

On-Peak shall be from 9:00 a.m. to 10:00 p.m. CPT Monday through Friday, except Holidays recognized by the EDC; Off-Peak shall be any other time Monday through Friday not included in the On-Peak, excluding Holidays recognized by the EDC; Holidays will be determined pursuant to the EDC's holiday schedule in effect at the time of the Billing Period.

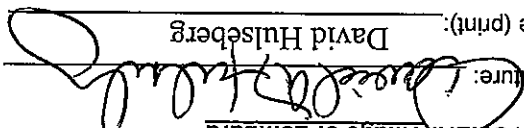
Line Losses for Energy charges
To account for line losses, ComEd requires more energy be supplied to the control area than Customer consumes at its meter(s). Exelon Energy will price this additional energy at the same price as the Billing Period Contract Quantity.

Use of Estimates
Due to delays in receiving billing determinants from the EDC, RTO and other third parties, Exelon Energy may estimate charges and credits for a given billing period and reconcile the estimate against actual usage in a future invoice(s). Such charges and credits may include but not be limited to: Transmission, Distribution, Energy Imbalance and Energy Charges. Costs and credits will be applied to the customer invoices issued for electricity and services only during the time they are under contract and will not be reconciled for periods after the term of the contract or adjusted to account for delays in receiving costs and credits. The use of estimates and the method of reconciliation will result in the application of credits and charges to usage reflected in the invoice containing the adjustments and not the usage at the time the credits or charges were incurred.

Authority
Each party represents and warrants that the person signing this Exhibit is authorized to do so and that this Exhibit is a valid and binding obligation of such party. The parties agree that fax copies of executed original copies of this Exhibit 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).

EXELON ENERGY COMPANY

Signature: _____
Name (print): _____
Title: _____
Date: _____

CUSTOMER: Village of Lombard
Signature: 
Name (print): David Hulseberg
Title: Assistant Village Manager
Date: March 26, 2008

Fixed Price - Exhibit B
Pricing For Individual Facilities

Customer Name: Village of Lombard
Facility Account Number: 6048062028

Term of Exhibit B
This Exhibit is part of a Fixed Price Electricity Sales Agreement ("Agreement") between the Customer identified above ("Customer") and Exelon Energy Company ("Exelon Energy"). This Exhibit shall become effective with the Customer's May 2008 meter reading, on or about May 6, 2008 (the "Beginning Meter Reading"), and continue through the Customer's May 2009 meter reading, on or about May 8, 2009 (the "Ending Meter Reading"). This Exhibit B supersedes any prior Exhibit B as of such effective date.

Energy Pricing

Period	
Billing Periods from the Beginning Meter Reading (May 6, 2008) through the Ending Meter Reading (May 8, 2009)	
Pricing	\$ 0.06473 per kWh

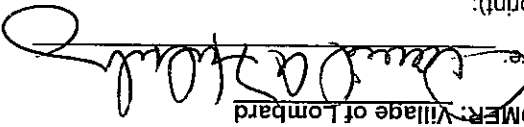
Line Losses for Energy charges
To account for line losses, ComEd requires more energy be supplied to the control area than Customer consumes at its meter(s). Exelon Energy will price this additional energy at the same price as the Billing Period Contract Quantity.

Use of Estimates
Due to delays in receiving billing determinants from the EDC, RTO and other third parties, Exelon Energy may estimate charges and credits for a given billing period and reconcile the estimate against actual usage in a future invoice(s). Such charges and credits may include but not be limited to: Transmission, Distribution, Energy Imbalance and Energy Charges. Costs and credits will be applied to the customer invoices issued for electricity and services only during the time they are under contract and will not be reconciled for periods after the term of the contract or adjusted to account for delays in receiving costs and credits. The use of estimates and the method of reconciliation will result in the application of credits and charges to usage reflected in the invoice containing the adjustments and not the usage at the time the credits or charges were incurred.

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EXELON ENERGY COMPANY

Signature: _____
Name (print): _____
Title: _____
Date: _____

CUSTOMER: Village of Lombard
Signature: 
Name (print): David Hulseberg
Title: Assistant Village Manager
Date: March 26, 2008

Fixed Price - Exhibit B
Pricing For Individual Facilities

Customer Name: Village of Lombard
Facility Account Number: 5238084088

Term of Exhibit B
This Exhibit is part of a Fixed Price Electricity Sales Agreement ("Agreement") between the Customer identified above ("Customer") and Exelon Energy Company ("Exelon Energy"). This Exhibit shall become effective with the Customer's May 2008 meter reading, on or about May 6, 2008 (the "Beginning Meter Reading"), and continue through the Customer's May 2009 meter reading, on or about May 8, 2009 (the "Ending Meter Reading"). This Exhibit B supersedes any prior Exhibit B as of such effective date.

Energy Pricing

Period	Pricing
Billing Periods from the Beginning Meter Reading (May 6, 2008) through the Ending Meter Reading (May 8, 2009)	\$ 0.06458 per kWh

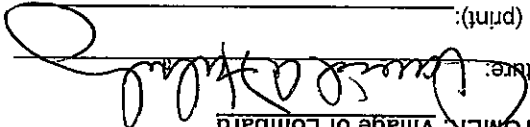
Line Losses for Energy charges
To account for line losses, ComEd requires more energy be supplied to the control area than Customer consumes at its meter(s). Exelon Energy will price this additional energy at the same price as the Billing Period Contract Quantity.

Use of Estimates
Due to delays in receiving billing determinants from the EDC, RTO and other third parties, Exelon Energy may estimate charges and credits for a given billing period and reconcile the estimate against actual usage in a future invoice(s). Such charges and credits may include but not be limited to: Transmission, Distribution, Energy Imbalance and Energy Charges. Costs and credits will be applied to the customer invoices issued for electricity and services only during the time they are under contract and will not be reconciled for periods after the term of the contract or adjusted to account for delays in receiving costs and credits. The use of estimates and the method of reconciliation will result in the application of credits and charges to usage reflected in the invoice containing the adjustments and not the usage at the time the credits or charges were incurred.

Authority
Each party represents and warrants that the person signing this Exhibit is authorized to do so and that this Exhibit is a valid and binding obligation of such party. The parties agree that fax copies of executed original copies of this Exhibit 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).

EXELON ENERGY COMPANY

Signature: _____
Name (print): _____
Title: _____
Date: _____

CUSTOMER: Village of Lombard
Signature: 
Name (print): _____
Title: David Hulseberg
Date: Assistant Village Manager
March 26, 2008

Fixed Price - Exhibit B
Pricing For Individual Facilities

Customer Name: Village of Lombard
Facility Account Number: 3843007039

Term of Exhibit B
This Exhibit is part of a Fixed Price Electricity Sales Agreement ("Agreement") between the Customer identified above ("Customer") and Exelon Energy Company ("Exelon Energy"). This Exhibit shall become effective with the Customer's May 2008 meter reading, on or about May 8, 2008 (the "Beginning Meter Reading"), and continue through the Customer's May 2009 meter reading, on or about May 12, 2009 (the "Ending Meter Reading"). This Exhibit B supersedes any prior Exhibit B as of such effective date.

Energy Pricing

Period	Pricing
Billing Periods from the Beginning Meter Reading (May 8, 2008) through the Ending Meter Reading (May 12, 2009)	\$ 0.06558 per kWh

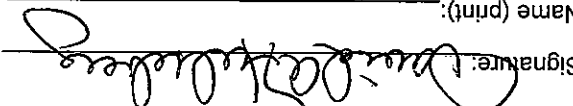
Line Losses for Energy charges
To account for line losses, ComEd requires more energy be supplied to the control area than Customer consumes at its meter(s). Exelon Energy will price this additional energy at the same price as the Billing Period Contract Quantity.

Use of Estimates
Due to delays in receiving billing determinants from the EDC, RTO and other third parties, Exelon Energy may estimate charges and credits for a given billing period and reconcile the estimate against actual usage in a future invoice(s). Such charges and credits may include but not be limited to: Transmission, Distribution, Energy Imbalance and Energy Charges. Costs and credits will be applied to the customer invoices issued for electricity and services only during the time they are under contract and will not be reconciled for periods after the term of the contract or adjusted to account for delays in receiving costs and credits. The use of estimates and the method of reconciliation will result in the application of credits and charges to usage reflected in the invoice containing the adjustments and not the usage at the time the credits or charges were incurred.

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EXELON ENERGY COMPANY

Signature: _____
Name (print): _____
Title: _____
Date: _____

CUSTOMER: Village of Lombard
Signature: 
Name (print): _____
Title: David Hulseberg
Date: Assistant Village Manager
March 26, 2008

Fixed Price - Exhibit B Pricing For Individual Facilities

Exelon
Energy

Customer Name: Village of Lombard
Facility Account Number: 3438105002

Term of Exhibit B
This Exhibit is part of a Fixed Price Electricity Sales Agreement ("Agreement") between the Customer identified above ("Customer") and Exelon Energy Company ("Exelon Energy"). This Exhibit shall become effective with the Customer's May 2008 meter reading, on or about May 8, 2008 (the "Beginning Meter Reading"), and continue through the Customer's May 2009 meter reading, on or about May 12, 2009 (the "Ending Meter Reading"). This Exhibit B supersedes any prior Exhibit B as of such effective date.

Energy Pricing

Period	Pricing
Billing Periods from the Beginning Meter Reading (May 8, 2008) through the Ending Meter Reading (May 12, 2009)	\$ 0.06482 per kWh

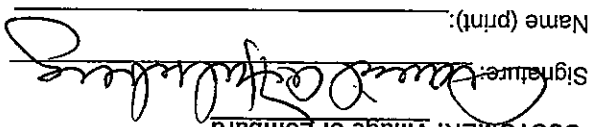
Line Losses for Energy charges
To account for line losses, ComEd requires more energy be supplied to the control area than Customer consumes at its meter(s). Exelon Energy will price this additional energy at the same price as the Billing Period Contract Quantity.

Use of Estimates
Due to delays in receiving billing determinants from the EDC, RTO and other third parties, Exelon Energy may estimate charges and credits for a given billing period and reconcile the estimate against actual usage in a future invoice(s). Such charges and credits may include but not be limited to: Transmission, Distribution, Energy Imbalance and Energy Charges. Costs and credits will be applied to the customer invoices issued for electricity and services only during the time they are under contract and will not be reconciled for periods after the term of the contract or adjusted to account for delays in receiving costs and credits. The use of estimates and the method of reconciliation will result in the application of credits and charges to usage reflected in the invoice containing the adjustments and not the usage at the time the credits or charges were incurred.

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EXELON ENERGY COMPANY

Signature: _____
Name (print): _____
Title: _____
Date: _____

CUSTOMER: Village of Lombard
Signature: 
Name (print): _____
Title: David Hulseberg
Date: Assistant Village Manager
March 26, 2008

EPHID: _____

For internal use only: EB# / BX # _____

Exelon[™]
Energy

Term of Exhibit B
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Period
Billing Periods from the Beginning Meter Reading (May 8, 2008) through the Ending Meter Reading (May 12, 2009)

Pricing
\$ 0.06580 per kWh

Line Losses for Energy charges

Use of Estimates

Due to delays in receiving billing determinants from the EDC, RTO and other third parties, Exelon Energy may estimate charges and credits for a given billing period and reconcile the estimate against actual usage in a future invoice(s). Such charges and credits may include but not be limited to: Transmission, Distribution, Energy Imbalance and Energy Charges. Costs and credits will be applied to the customer invoices issued for electricity and services only during the time they are under contract and will not be reconciled for periods after the term of the contract or adjusted to account for delays in receiving costs and credits. The use of estimates and the method of reconciliation will result in the application of credits and charges to usage reflected in the invoice containing the adjustments and not the usage at the time the credits or charges were incurred.

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EXELON ENERGY COMPANY

CUSTOMER: Village of Lombard

Signature: _____	Signature: _____
Name (print): _____	Name (print): _____
Title: _____	Title: _____
Date: _____	Date: _____

Assistant Village Manager
David Hulseberg

March 26, 2008

For internal use only: EE#/Ex #

EPHD:

Fixed Price - Exhibit B

Pricing For Individual Facilities

Customer Name: Village of Lombard

Facility Account Number: 1788000038

Term of Exhibit B

This Exhibit is part of a Fixed Price Electricity Sales Agreement ("Agreement") between the Customer identified above ("Customer") and Exelon Energy Company ("Exelon Energy"). This Exhibit shall become effective with the Customer's May 2008 meter reading, on or about May 8, 2008 (the "Beginning Meter Reading"), and continue through the Customer's May 2009 meter reading, on or about May 12, 2009 (the "Ending Meter Reading"). This Exhibit B supersedes any prior Exhibit B as of such effective date.

Energy Pricing	
Period	Billing Periods from the Beginning Meter Reading (May 8, 2008) through the Ending Meter Reading (May 12, 2009)
Pricing	\$ 0.06537 per kWh

Line Losses for Energy charges

To account for line losses, ComEd requires more energy be supplied to the control area than Customer consumes at its meter(s). Exelon Energy will price this additional energy at the same price as the Billing Period Contract Quantity.

Use of Estimates

Due to delays in receiving billing determinants from the EDC, RTO and other third parties, Exelon Energy may estimate charges and credits for a given billing period and reconcile the estimate against actual usage in a future invoice(s). Such charges and credits may include but not be limited to: Transmission, Distribution, Energy Imbalance and Energy Charges. Costs and credits will be applied to the customer invoices issued for electricity and services only during the time they are under contract and will not be reconciled for periods after the term of the contract or adjusted to account for delays in receiving costs and credits. The use of estimates and the method of reconciliation will result in the application of credits and charges to usage reflected in the invoice containing the adjustments and not the usage at the time the credits or charges were incurred.

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EXELON ENERGY COMPANY

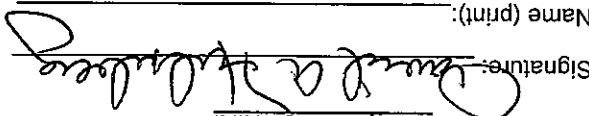
Signature: _____

Name (print): _____

Title: _____

Date: _____

CUSTOMER: Village of Lombard

Signature: 

Name (print): _____

Title: David Hulseberg

Date: Assistant Village Manager

March 26, 2008

Fixed Price - Exhibit B Pricing For Individual Facilities

Exelon
Energy

Customer Name: Village of Lombard
Facility Account Number: 1323104035

Term of Exhibit B
This Exhibit is part of a Fixed Price Electricity Sales Agreement ("Agreement") between the Customer identified above ("Customer") and Exelon Energy Company ("Exelon Energy"). This Exhibit shall become effective with the Customer's May 2008 meter reading, on or about May 8, 2008 (the "Beginning Meter Reading"), and continue through the Customer's May 2009 meter reading, on or about May 12, 2009 (the "Ending Meter Reading"). This Exhibit B supersedes any prior Exhibit B as of such effective date.

Energy Pricing

Period	Pricing
Billing Periods from the Beginning Meter Reading (May 8, 2008) through the Ending Meter Reading (May 12, 2009)	\$ 0.06511 per kWh

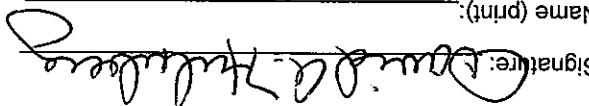
Line Losses for Energy charges
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EXELON ENERGY COMPANY

CUSTOMER: Village of Lombard

Signature: _____
Name (print): _____
Title: _____
Date: _____
Signature: 
Name (print): David Hultsberg
Title: Assistant Village Manager
Date: March 26, 2008

NON-RESIDENTIAL DESIGNATION OF GENERAL ACCOUNT AGENT

As provided for in the tariffs of Commonwealth Edison Company ("ComEd"), Customer hereby designates Exelon Energy Company to act as Customer's General Account Agent ("General Account Agent") for all purposes in arranging and managing tariffed services provided by ComEd in regard to the Account number(s) listed on the back of this form. ComEd may rely and act on any and all representations and requests made by General Account Agent on behalf of Customer as if made by Customer directly, except that General Account Agent shall not have authority to request that ComEd release prior credit history or disconnect service.

General Account Agent may be contacted at the following address(es), telephone number(s), fax number(s), and e-mail address(es):

Exelon Energy, 300 Exelon Way, Kennett Square, PA 19348
Tel: 610-765-6830
Fax 610-765-7830
Email: Kathleen.Willard@exeloncorp.com

Customer acknowledges that General Account Agent is an agent of Customer, not of ComEd. Customer acknowledges that ComEd will send all bills and notices, including notices prior to disconnection, to General Account Agent. Customer may or may not receive such notices directly from ComEd in the future. ComEd is not a party to, and shall not be bound by, the agreement(s) between Customer and General Account Agent. The use of a General Account Agent does not amend, modify, or alter ComEd's tariffs or any contracts between ComEd and Customer. General Account Agent has no authority to enter into any agreement on behalf of ComEd or to amend, modify, or alter any of ComEd's tariffs, contracts, or procedures, or to bind ComEd by making any promises, representations, or omissions. This Designation of General Account Agent shall be valid until Customer or General Account Agent provides ComEd with written notice of its termination or until this Designation is otherwise terminated in accordance with ComEd's tariffs.

The designation or use of a General Account Agent does not affect Customer's responsibilities to timely pay ComEd all amounts due and perform and satisfy all other obligations applicable to Customer. Customer shall remain liable to timely pay ComEd for all balances due for services rendered by ComEd and all other balances owed ComEd, even if General Account Agent fails to remit to ComEd amounts paid by Customer to General Account Agent for remittance to ComEd. Customer shall be responsible to protect its interests with General Account Agent. The appointment of General Account Agent shall not give Customer or General Account Agent any additional rights beyond those Customer would have under ComEd's tariffs and any agreements between ComEd and Customer. ComEd shall not be required to perform services for General Account Agent as agent of Customer that ComEd does not perform for Customer.

ComEd will begin processing this Designation of General Account Agent form on the 'Requested ComEd Processing Date'. This may take one to 10 business days.

Please mail or fax this form to:

ComEd - ESSD
1919 Swift Road
Oakbrook, IL 60523
Fax #(630) 684-3990

David Hulseberg
Customer's Printed Name
March 26, 2008
Date
Signature of Customer
Assistant Village Manager
Title of Person Signing on Behalf of Customer

[illegible]