

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) _____
Other Business (Pink) _____

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: David A. Hulseberg, Village Manager

DATE: June 9, 2010 (COW)(B of T) June 17, 2010

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 May 28, 2010.

Review (as necessary):

Village Attorney X _____
Finance Director X _____
Village Manager X _____

Date _____
Date 6/9/10
Date 6-9-10

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.

MASTER ELECTRICITY SALES AGREEMENT



FILE
Electricity Auction

This Master Electricity Sales Agreement (the "Agreement") is between ("EE") (each a "Party" and EE together with Customer the "Parties"), Village of Lombard ("Customer") and Exelon Energy Company

This Agreement establishes the terms and conditions on which the Parties may, from time to time, enter into a transaction confirmation (a "Transaction Confirmation" or "TC"), whereby EE shall arrange for the purchase, transmission and delivery on a firm basis of 100% of Customer's electricity requirements for each Facility Account Number ("FAN") set forth on such TC.

1. Services Provided by EE. EE shall be authorized to (i) make all rate and tariff selections and execute all authorizations on behalf of Customer with respect to the FAN, required to switch electricity suppliers as may be necessary to carry out the provisions of this Agreement, (ii) make all necessary arrangements for the purchase and delivery of such electricity for the relevant FAN, including providing or procuring the following services, as applicable: ancillary transmission services, generation, distribution, generation, balancing, forecasting, scheduling, nominating and metering, (iii) make all payments as invoiced by the transmission, distribution and electricity providers, including the receipt and payment of Customer's Local Distribution Company ("LDC") invoice.

2. Customer Obligations. In addition to the obligations set forth in the relevant TC, Customer will execute any and all agreement(s) as required by the LDC: (i) for the purpose of providing distribution services to Customer, (ii) to enable customer to take service from an Alternative Retail Energy Supplier ("ARES"), and (iii) as required for Customer and EE to fulfill their respective obligations under this Agreement and related TCs. Customer agrees to reimburse EE for all payments (including disputed payments) made on Customer's behalf by EE.

3. Price. Pricing terms for each FAN for a specified period (a "Pricing Period") will be set forth in one or more TCs for each FAN. Customer and EE shall negotiate the pricing terms that apply to each FAN for subsequent Pricing Periods. If an agreement is reached, the Parties shall execute one or more TCs to reflect such terms for each FAN.

4. Billing. After receiving Customer's meter readings from the relevant LDC, EE shall promptly provide Customer a bill for each of the FAN(s).

5. Payment. Customer will pay EE's invoice in accordance with the payment term set forth in the relevant TC. A late payment charge equal to the lower of one and one-half percent (1½%) per month or the maximum lawful interest rate shall be imposed on any past due balance. 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 resolution. Customer is responsible for all account balances with the LDC for billing periods prior to the effective date of the Pricing Period for each FAN.

The Bill Format shall be selected on the individual TC.

Customer shall pay EE the following charges/taxes, consistent with the Bill Format selected on the individual TC:

ENERGY CHARGES - as provided in one or more TCs to this Agreement.

conditions shall not in and of itself constitute Force Majeure. Any Force Majeure declared under the tariff of a electric transmission or distribution provider, or by a wholesale supplier or generation company used by EE 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.

8. Adequate Assurance. If EE determines that Customer's creditworthiness becomes unsatisfactory, EE may request adequate assurance of performance from Customer ("Adequate Assurance"). Adequate Assurance may consist of cash deposit, letter of credit or parental guaranty satisfactory to EE. Such Adequate Assurance must be delivered to EE within five (5) days of such request. Additionally, EE may suspend deliveries under this Agreement upon twenty (20) days notice until Customer provides security for future deliveries satisfactory to EE.

9. Early Termination. Upon the occurrence of any one or more Events of Default as provided in Section 10, EE may at its election terminate this Agreement or any or all TCs or individual FANs prior to the end of their current term or relevant Pricing Period, as the case may be. If EE terminates this Agreement or any or all TCs or individual FANs as provided above Customer shall reimburse EE for any costs it incurs from (i) any resulting adjustment, termination or unwind of any; wholesale electricity supply contracts, transmission and delivery arrangements, capacity costs, associated hedging instruments (including, but not limited to: administrative costs, odd block premiums) and any lost margin over the remaining term of the Agreement or any or all TCs or individual FANs, as the case may be; and (ii) efforts to collect amounts Customer owes EE under this Agreement and related TCs (including attorneys' fees, expenses and court costs). The Parties agree that the termination payment determined in accordance with the foregoing is a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect.

EE may, at its option, keep the energy associated with the contract unwind for Customer within its existing portfolio and value such energy based on current market conditions for purposes of determining unwind and termination costs, if any. Customer will not be entitled to any profit resulting from the aforementioned unwind or termination of Customer's contract.

Each Party hereby acknowledges that the price and terms of this Agreement and related TCs are predicated on timely commencement of service, and that EE has entered or will enter into such supply arrangements as it deems necessary to deliver electricity hereunder after the relevant FAN is LDC "site ready." Should the transactions contemplated in this Agreement and related TCs not occur on the effective date of the relevant TC, due to actions or inactions of the LDC, including, but not limited to, LDC meter installation, telephone line connection or LDC site ready status, the Parties shall use commercially reasonable efforts to renegotiate this Agreement and

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.

6. Term.

EE's services shall commence as of the Beginning Meter Reading set forth in the relevant TC for the Pricing Period. Either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party of such termination.

NOTWITHSTANDING THE TERMINATION OF THIS AGREEMENT, THIS AGREEMENT WILL REMAIN IN EFFECT FOR THE TERM OF ANY THEN EFFECTIVE TC.

This Agreement will terminate as to a particular FAN if Customer and EE are unable to reach an agreement as to the pricing terms that are to apply to that FAN by a date prior to the end of the current Pricing Period reasonably sufficient for EE to comply with the applicable LDC notification requirements for returning Customer to LDC service. Under such circumstances, EE will drop the relevant FAN from its service, and may place or cause such FAN to be placed on the applicable LDC tariff at the end of the relevant Pricing Period in accordance with the LDC's tariffs, rules or procedures. If more than one tariff option is available to Customer, EE will choose an option for Customer in its sole discretion, unless Customer submits a request directly to the LDC and provides EE with timely, prior written notice of such request. If and to the extent the Pricing Period for a FAN expires and such FAN is not switched from EE supply for any reason Customer agrees to purchase the energy delivered to Customer's FAN at the following price: the real time index for the relevant LDC zone plus Customers allocated portion of any related RTO Charge, energy line losses, Taxes, costs and administrative fees.

7. Force Majeure. Neither Party shall be considered to be in default for 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 LDC, a control area, transmission operator or reliability council of the electric transmission or distribution system of 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; riot; 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 to obtain necessary authorizations or approvals from any government agency or authority; provided, however, that a general change in market



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13. Confidentiality. Customer agrees not to disclose any terms of this Agreement or any related TCS to any third-party except as necessary for Customer to perform its obligations herein or to comply with any applicable law, order, regulation or rule. Customer may disclose this Agreement or any related TCS internally to its lenders, legal counsel, accountants or auditors who are subject to a binding obligation to treat this Agreement or any related TCS in a confidential nature. In the event Customer is required to disclose any information regarding this Agreement or any related TCS, Customer shall promptly notify EE of such request so that EE may seek an appropriate protective order or other relief. If required by existing law, EE shall file this Agreement or any related TCS with any regulatory body having jurisdiction over the Parties to this Agreement.

14. Limitation of Liability. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. NEITHER EE NOR CUSTOMER SHALL BE LIABLE UNDER ANY CIRCUMSTANCE FOR SPECIAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, PUNITIVE DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATE, IN TORT OR CONTRACT. EE HAS NO CONTROL OR LIABILITY FOR MATTERS WITHIN THE CONTROL OF THE LDC OR RTO CONTROLLED GRID, WHICH INCLUDE MAINTENANCE OR OPERATION OF ELECTRIC LINES AND SYSTEMS, SERVICE INTERRUPTIONS, LOSS OR TERMINATION OF SERVICE, DETERIORATION OF ELECTRIC SERVICES, OR METER READINGS.

15. 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 address set forth in the relevant TC.

16. Transfer of Title. Title to and risk of loss related to the electricity to be sold hereunder shall transfer from EE to Customer at the point at which the energy leaves the federally regulated transmission system and enters the relevant LDC distribution system. EE hereby warrants to Customer that at the time of delivery of electricity to the relevant LDC distribution system 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. From and after the point at which the LDC delivers the electricity to Customers facilities, Customer will defend, indemnify and hold EE harmless from any and all claims (including claims for personal injury, death, or property damage), losses, expenses (including attorneys fees), damages, suits, causes of action and judgments of any kind related to EE's obligations hereunder, the delivery of electricity and Customers use of such electricity.

17. Changes in Law, Market Structure, or Classifications. EE's charges include tariff charges that are authorized by the applicable RTO, FERC, or other governing body or of operators of the transmission or distribution lines used by EE to deliver electricity to Customer. EE may pass through or allocate, as the case may be, at cost without markup to Customer (i) any increase or decrease in

relevant TCS, as applicable (including any damages sustained by EE 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 of the relevant TC, EE may terminate this Agreement and/or related TCS upon five (5) days prior written notice to Customer and Customer shall be subject to Early Termination damages as set forth above.

10. Event of Default. The occurrence and continuance of any one or more of the following events shall constitute an "Event of Default":

(a) The failure by Customer to make any payment in full when required under this Agreement and any related TCS if such failure is not remedied within three (3) business days after written notice; (b) any representation or warranty made by Customer 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 set forth in this Agreement and any related TCS if such failure is not remedied within fifteen (15) business days after written notice; (d) a Party becomes bankrupt; (e) the failure of Customer to satisfy the creditworthiness requirements of EE; (f) a Party consolidates or merges into or transfers all or substantially all of its assets to another entity and that the resulting entity fails to assume all obligations of such Party under this Agreement and any related TCS; (g) if Customer's electricity usage at an individual FAN materially changes from Customer's historic usage for such FAN (EE may terminate such individual FAN); or (h) Customer fails to provide Adequate Assurance of performance as required in Section 8 of this Agreement.

EE reserves the right, in its sole discretion, to terminate this Agreement (including any then effective TC) at any time without prior notice if Customer does not make payments as required hereunder.

11. Telephone & Meter Equipment Charges. Customer agrees to reimburse EE for any and all reasonable costs associated with the installation and maintenance of telephone and/or equipment as may be necessary to serve Customer and fulfill its obligations under this Agreement. Customer agrees to provide access to its facilities as may be necessary by EE, the LDC and/or any subcontractor to install any telephone and/or metering equipment necessary to serve Customer under this Agreement.

12. Assignment. Either Party may assign this Agreement and any related TCS with the written consent of the other Party which consent may not be unreasonably withheld, delayed and/or conditioned. Such assignment must be executed in writing by both Parties and in a form acceptable to EE. 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 LDC. Customer must provide EE with all necessary documentation and coordinate with the LDC as required to effectuate such assignment. If a seamless transition does not occur due to reasons beyond EE's control or is otherwise not available pursuant to the LDC's tariffs, rules or procedures, the assigning Party 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 EE to fulfill its obligations under this Agreement and any related TCS.



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20. Miscellaneous. This Agreement, including any TCs, constitutes the entire agreement of the Parties for the provision of electricity with respect to the relevant FAN. It may be amended only by a written agreement signed by both Parties. In the event of a conflict between this Agreement and the TC, the TC shall control. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State in which the relevant FAN 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 of 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. Customer hereby authorizes the use by EE of a signature stamp on this Agreement and related TCs. The authorized signatory for EE may authorize a person to affix a stamp of their signature to this Agreement and related TCs and that such delegation and authorization shows the approval of such authorized signatory and EE to be bound by a document executed in such manner. This Agreement may be signed in any number of counterpart parts with the same effect as if the signatures to each counterpart were upon a single instrument and is intended to be binding when each Party has delivered its signature to the other Party. All counterparts shall be deemed an original of this Agreement.

18. Imaged Agreement. Any original executed Agreement, TCs or other related documents may be digitally copied, photocopied, or stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement, if introduced as evidence on paper, in automated facsimile form, and all computer records of the foregoing, if introduced as evidence in printed format, in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the Parties to the same extent and under the same conditions as if it was the original executed Agreement, TC or other related documents and/or TCs. Neither Party shall object to the admissibility of any imaged Agreement on the basis that such were not originated or maintained in documentary form. However, nothing herein shall be construed as a waiver of any other objection to the admissibility of such evidence.

19. Authorization to Obtain Information. CUSTOMER HEREBY CONFIRMS ITS DECISION TO SWITCH SUPPLIERS TO EE. Unless otherwise specified, all electric power and capacity associated with the FAN(s) specified in the TC will be switched to EE. Customer hereby agrees and authorizes EE (i) to receive Customer's historical information, and (ii) to complete any necessary documentation required by the relevant LDC in order for EE to obtain such Usage Information.

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

THIS AGREEMENT SHALL BECOME EFFECTIVE UPON EXECUTION OF THIS DOCUMENT BY BOTH PARTIES.

SELLER: EXELON ENERGY COMPANY

CUSTOMER: VILLAGE OF LOMBARD

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

By: *Timothy Jordan*
Print Name: Timothy Jordan
Title: Director of Finance
Date: 5/28/10

Customer Name: VILLAGE OF LOMBARD
Facility Account Number: 5438013001

TERM OF TRANSACTION CONFIRMATION. This Transaction Confirmation is part of and incorporates the terms and conditions of the Master Electricity Sales Agreement ("Agreement") between the Customer identified above ("Customer") and Exelon Energy Company ("Exelon Energy"). Exelon Energy's services for the Facility Account Number set forth above shall begin with the Customer's June, 2010 meter reading, on or about June 09, 2010 (the "Beginning Meter Reading"), and continue through the Customer's June, 2013 meter reading, on or about June 10, 2013 (the "Ending Meter Reading"). This Transaction Confirmation for the Facility Account Number set forth above supersedes any prior Transaction Confirmation covering the Pricing Period as defined herein.

PURCHASE OBLIGATION. Customer agrees to purchase from Exelon Energy on a firm basis one hundred percent (100%) of Customer's electricity requirements for the Pricing Period for the Facility Account Number set forth above.

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

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

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

"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 Transaction Confirmation 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.

"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, and PJM administrative fees as defined by the PJM Interconnect, LLC.

BILL FORMAT. Exelon Energy Single Bill Billing. Such invoice will include: Energy Charges, RTO Charges, Energy Line Loss Charges, LDC Charges, and Taxes as specified in the 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 LDC Charge if Customer owes any amounts to the LDC prior to the commencement of service by Exelon Energy to Customer under this Transaction Confirmation or failure to perform any covenant or obligation set forth in the Agreement and any related Transaction Confirmations.

PAYMENT. Customer will pay Exelon Energy's bill within 60 days from its date of issue.

ENERGY LINE LOSS CHARGE: Customer shall pay Exelon Energy the Energy Line Loss Charge as defined above. The following Fixed Line Loss Percentage shall be used to determine the Energy Line Loss Charge. 8.202 %

FIXED 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. \$ 0.00220 per kWh

ENERGY CHARGE: Customer shall pay Exelon Energy the Energy Charge as defined above. The following Fixed Energy Price shall be used to determine the Energy Charge. \$ 0.03046 per kWh

VILLAGE OF LOMBARD 255 E. Wilson Ave., Attn: Accts Payable Lombard, IL 60148	(as indicated on invoice)
BILLINGS AND STATEMENTS(IF DIFFERENT):	BILLINGS AND STATEMENTS(IF DIFFERENT):
VILLAGE OF LOMBARD 255 E. Wilson Ave., Lombard, IL 60148	Exelon Energy Company Attn: Contract Administrator 300 Exelon Way Kennett Square, PA 19348 With a copy to: Exelon Business Services Company Attn: Legal Department 300 Exelon Way Kennett Square, PA 19348
CUSTOMER NOTICES AND CORRESPONDENCE, PARCEL DELIVERIES:	EXELON ENERGY COMPANY NOTICES AND CORRESPONDENCE, PARCEL DELIVERIES:

NOTICES.

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TRANSACTION CONFIRMATION - FULL REQUIREMENTS ELECTRIC - ATC

SELLER: EXELON ENERGY COMPANY

CUSTOMER: VILLAGE OF LOMBARD

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

By: *Timothy Sexton*
 Print Name: *Timothy Sexton*
 Title: *Director of Finance*
 Date: *5/28/10*

THIS AGREEMENT SHALL BECOME EFFECTIVE UPON EXECUTION OF THIS DOCUMENT BY BOTH PARTIES.

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

AUTHORITY. Each party represents and warrants that the person signing this Transaction Confirmation is authorized to do so and that this Transaction Confirmation is a valid and binding obligation of such party. The parties agree that 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 originally executed copy or copies (if executed in counterpart).

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TRANSACTION CONFIRMATION - FULL REQUIREMENTS ELECTRIC - ATC

Customer Name: VILLAGE OF LOMBARD
Facility Account Number: See Schedule 1

TERM OF TRANSACTION CONFIRMATION. This Transaction Confirmation is part of and incorporates the terms and conditions of the Master Electricity Sales Agreement ("Agreement") between the Customer identified above ("Customer") and Exelon Energy Company ("Exelon Energy"). Exelon Energy's services for the Facility Account Numbers set forth on Schedule 1 attached hereto shall begin on or about the relevant Beginning Meter Reading and continue through on or about the Customer's relevant Ending Meter Reading as set forth in such Schedule 1. This Transaction Confirmation for the Facility Account Numbers set forth in Schedule 1 shall supersede any prior Transaction Confirmation covering the relevant Pricing Period as defined herein.

PURCHASE OBLIGATION. Customer agrees to purchase from Exelon Energy on a firm basis one hundred percent (100%) of Customer's electricity requirements for the relevant Pricing Periods for the Facility Account Numbers 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 Agreement.

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

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

"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 Transaction Confirmation 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.

"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, and PJM administrative fees as defined by the PJM Interconnect, LLC.

BILL FORMAT. Exelon Energy Single Bill Billing. Such invoice will include: Energy Charges, RTO Charges, Energy Line Loss Charges, LDC Charges, and Taxes as specified in the 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 LDC Charge if Customer owes any amounts to the LDC prior to the commencement of service by Exelon Energy to Customer under this Transaction Confirmation or failure to perform any covenant or obligation set forth in the Agreement and any related Transaction Confirmations.

PAYMENT. Customer will pay Exelon Energy's bills within the number of days set forth in Schedule 1 (Payment Term) from their date of issue.

SELLER: EXELON ENERGY COMPANY
 CUSTOMER: VILLAGE OF LOMBARD

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

By: *Timothy Sexton*
 Title: *Director of Finance*
 Print Name: *Timothy Sexton*
 Date: *5/22/10*

THIS AGREEMENT SHALL BECOME EFFECTIVE UPON EXECUTION OF THIS DOCUMENT BY BOTH PARTIES.

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

AUTHORITY. Each party represents and warrants that the person signing this Transaction Confirmation is authorized to do so and that this Transaction Confirmation is a valid and binding obligation of such party. The parties agree that tax 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 originally executed copy or copies (if executed in counterpart).

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

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

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.

(as indicated on invoice) VILLAGE OF LOMBARD 255 E. Wilson Ave., Attn: Accts Payable Lombard, IL 60148	
EXELON ENERGY COMPANY Attn: Contract Administrator 300 Exelon Way Kennett Square, PA 19348 With a copy to: Exelon Business Services Company Attn: Legal Department 300 Exelon Way Kennett Square, PA 19348	EXELON ENERGY COMPANY Attn: Contract Administrator 300 Exelon Way Kennett Square, PA 19348 With a copy to: Exelon Business Services Company Attn: Legal Department 300 Exelon Way Kennett Square, PA 19348
CUSTOMER NOTICES AND CORRESPONDENCE, PARCEL DELIVERIES:	EXELON ENERGY COMPANY NOTICES AND CORRESPONDENCE, PARCEL DELIVERIES:
VILLAGE OF LOMBARD 255 E. Wilson Ave., Lombard, IL 60148	EXELON ENERGY COMPANY Attn: Contract Administrator 300 Exelon Way Kennett Square, PA 19348 With a copy to: Exelon Business Services Company Attn: Legal Department 300 Exelon Way Kennett Square, PA 19348
VILLAGE OF LOMBARD 255 E. Wilson Ave., Attn: Accts Payable Lombard, IL 60148	

NOTICES

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TRANSACTION CONFIRMATION - FULL REQUIREMENTS ELECTRIC - ATC



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SCHEDULE 1

Exelon Energy Internal ID (EPHID)	Account Name	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
OFFR-004743-01-0	Village of Lombard-Street Lighting	0156039020	06/09/2010	06/09/2011	60	0.02982	0.00406	8.202%
OFFR-004743-01-0	Village of Lombard-Street Lighting	0811053022	06/09/2010	06/09/2011	60	0.02982	0.00406	8.202%
OFFR-004743-01-0	Village of Lombard-Street Lighting	0867019127	06/09/2010	06/09/2011	60	0.02982	0.00406	8.202%
OFFR-004743-01-0	Village of Lombard-Street Lighting	0899020047	06/09/2010	06/09/2011	60	0.02982	0.00406	8.202%
OFFR-004743-01-0	Village of Lombard-Street Lighting	1983109030	06/09/2010	06/09/2011	60	0.02982	0.00406	8.202%
OFFR-004743-01-0	Village of Lombard-Street Lighting	2367022037	06/09/2010	06/09/2011	60	0.02982	0.00406	8.202%
OFFR-004743-01-0	Village of Lombard-Street Lighting	5256086017	06/09/2010	06/09/2011	60	0.02982	0.00406	8.202%
OFFR-004743-01-0	Village of Lombard-Street Lighting	5523004001	06/09/2010	06/09/2011	60	0.02982	0.00406	8.202%
OFFR-004743-01-0	Village of Lombard-Street Lighting	5987108015	06/09/2010	06/09/2011	60	0.02982	0.00406	8.202%
OFFR-004743-01-0	Village of Lombard-Street Lighting	6293019008	06/09/2010	06/09/2011	60	0.02982	0.00406	8.202%

Customer Initials:

Customer Name: VILLAGE OF LOMBARD
Facility Account Number: 0155029075

TERM OF TRANSACTION CONFIRMATION. This Transaction Confirmation is part of and incorporates the terms and conditions of the Master Electricity Sales Agreement ("Agreement") between the Customer identified above ("Customer") and Exelon Energy Company ("Exelon Energy"). Exelon Energy's services for the Facility Account Number set forth above shall begin with the Customer's June, 2010 meter reading, on or about June 10, 2010 (the "Beginning Meter Reading"), and continue through the Customer's May, 2011 meter reading, on or about May 11, 2011 (the "Ending Meter Reading"). This Transaction Confirmation for the Facility Account Number set forth above supersedes any prior Transaction Confirmation covering the Pricing Period as defined herein.

PURCHASE OBLIGATION. Customer agrees to purchase from Exelon Energy on a firm basis one hundred percent (100%) of Customer's electricity requirements for the Pricing Period for the Facility Account Number set forth above.

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

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

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

"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 Transaction Confirmation 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.

"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, and PJM administrative fees as defined by the PJM Interconnect, LLC.

BILL FORMAT. Exelon Energy Single Bill Billing. Such invoice will include: Energy Charges, RTO Charges, Energy Line Loss Charges, LDC Charges, and Taxes as specified in the 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 LDC Charge if Customer owes any amounts to the LDC prior to the commencement of service by Exelon Energy to Customer under this Transaction Confirmation or failure to perform any covenant or obligation set forth in the Agreement and any related Transaction Confirmations.

PAYMENT. Customer will pay Exelon Energy's bill within 60 days from its date of issue.

8.202 %

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

\$ 0.00190 per kWh

FIXED 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.

\$ 0.02952 per kWh

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

VILLAGE OF LOMBARD 255 E. Wilson Ave., Attn: Accts Payable Lombard, IL 60148	(as indicated on invoice)
BILLINGS AND STATEMENTS(IF DIFFERENT):	BILLINGS AND STATEMENTS(IF DIFFERENT):
VILLAGE OF LOMBARD 255 E. Wilson Ave., Lombard, IL 60148	Exelon Energy Company Attn: Contract Administrator 300 Exelon Way Kennett Square, PA 19348 With a copy to: Exelon Business Services Company Attn: Legal Department 300 Exelon Way Kennett Square, PA 19348
CUSTOMER NOTICES AND CORRESPONDENCE, PARCEL DELIVERIES:	EXELON ENERGY COMPANY NOTICES AND CORRESPONDENCE, PARCEL DELIVERIES:

NOTICES.

Energy®



TRANSACTION CONFIRMATION - FULL REQUIREMENTS ELECTRIC - ATC



TRANSACTION CONFIRMATION - FULL REQUIREMENTS ELECTRIC - ATC

AUTHORITY. Each party represents and warrants that the person signing this Transaction Confirmation is authorized to do so and that this Transaction Confirmation is a valid and binding obligation of such party. The parties agree that 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 originally executed copy or copies (if executed in counterpart).

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

THIS AGREEMENT SHALL BECOME EFFECTIVE UPON EXECUTION OF THIS DOCUMENT BY BOTH PARTIES.

SELLER: EXELON ENERGY COMPANY

CUSTOMER: VILLAGE OF LOMBARD

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

By: *Timothy Sexton*
Print Name: *Timothy Sexton*
Title: *Director of Finance*
Date: *5/28/10*

State of Illinois Disclosure

Section 454.90 of the Public Utilities Act (220 ILCS 5/16 - 115C) requires all agents, brokers and consultants engaged in the procurement or sale of electricity supply for third parties to: a) Disclose in plain language in writing the nature of the services offered by the ABC; b) Disclose in plain language in writing to all persons it solicits the total anticipated remuneration to be paid to it by any third party over the period of the proposed underlying customer contract. Any such disclosure must be made prior to entering into the contract and signed by the customer; c) Not hold itself out as independent or unaffiliated with any RES, or both, or use words calculated to give that impression, unless the person or entity offering service under this Section 16-115C of the Act has no contractual relationship with any RES or its affiliates regarding retail electric service in Illinois; d) Not utilize false, misleading, materially inaccurate, defamatory, or otherwise deceptive language or materials in the soliciting or providing of its services; e) Maintain copies of all marketing materials disseminated to third parties for a period of not less than three years; f) Maintain copies of all disclosure statements required in subsections (a) and (b) for a period of not less than three years; g) Not present electricity pricing information in a manner that favors one supplier over another, unless a valid pricing comparison is made utilizing all relevant costs and terms; and h) Comply with the requirements of Sections 2EE, 2FF, 2GG, and 2HH of the Consumer Fraud and Deceptive Business Practices Act [815 ILCS 505/2EE, 2FF, 2GG, and 2HH].

The Northern Illinois Municipal Electric Co-operative ("Co-operative") has been organized to solicit bids on behalf of its membership. The Co-operative will endeavor to aggregate the members' electricity supply and bid out the collective volumes with at least three electric suppliers. Any bids solicited by the Co-operative are from third party suppliers that are approved by the Illinois Commerce Commission. The Co-operative then determines which supplier has the lowest priced bid (based upon a weighted average) for the entire bid group, then presents the lowest bid from that supplier to each member for their acceptance or rejection. Each member of the Co-operative is under no obligation to accept the bid presented by the Co-operative. There are no contracts or other written obligations between the Co-operative and its members. As such, each member is under no binding obligation to the Co-operative.

Any contracts signed are between the Co-operative member and the power supplier. The Co-operative has not expressed an opinion as to the quality of the supplier contracts.

The Co-operative believes the rates that it submits to its members are competitive.

The Co-operative does not solicit from all the ICC approved suppliers, and we do not discourage our members from independently soliciting additional bids on their own behalf from suppliers not engaged by the Co-operative.

The Co-operative receives no compensation from the power suppliers, nor from its membership. The Co-operative engages the professional consulting services from Glenview Consulting, Ltd. In exchange for this, Glenview Consulting receives a fee from the suppliers \$0.002 per kilowatt hour for the Co-operative volume. Each member is able to calculate the expected remuneration to Glenview by multiplying its annual consumption (found in the attached documentation) by the supplier fee.

In the Co-operative's opinion, this fee is more than offset by the value of the aggregation. When the members' load is aggregated, power suppliers are willing to bid more aggressively on the larger load than on the individual member's load. Additionally, many suppliers are willing to lower their margin as the account was not originated by their own sales force.

No employee from the Co-operative or Glenview Consulting is an employee of Commonwealth Edison.

Both parties acknowledge that this form was presented to the client prior to the execution of the sales documents.

Any information given to us by customers is confidential and solely distributed to those suppliers that are engaged by the Co-operative. Likewise, this Disclosure statement is to remain confidential; it is not to be shared with outside parties, unless required by law.

Municipality:

Village of Lombard

Name and Title:

Director of Finance

Agreed:

Anthony Johnson

Date:

5/28/10