



**Agreement is Not  
Valid Unless  
Executed by  
Seller**

**Constellation NewEnergy, Inc.  
Fixed Price Solutions Transaction Confirmation**

This TC is entered into pursuant to and in accordance with a Master Agreement executed on \_\_\_\_\_ by and between Constellation NewEnergy, Inc. ("Seller") and VILLAGE OF GRAYSLAKE ("Customer"), and is subject to all of the provisions, terms and conditions of such Master Agreement. Notwithstanding anything to the contrary, any conflict between this TC and the Master Agreement will be resolved in favor of this TC, but only with respect to the Account(s) listed on this TC. This TC supersedes all prior agreements and understandings with respect to the Account(s), and may not be contradicted by any prior or contemporaneous oral or written agreement. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Master Agreement.

**Price Terms.** The prices contained in the Account Schedule include all the costs listed below as "Fixed", meaning that they will remain constant for the existing term of this TC and may only be subject to change as a result of a Change in Law as described in the Master Agreement. Costs listed below as "Passed Through" means that charges for these costs will change during the existing term of this TC to the extent the related charges vary for any reason. At any time during the term of this TC, Customer may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of Customer's load volume by entering into one or more Retail Trade Transactions ("RTTs"), which shall be evidence by a fully executed RTT Confirmation and be incorporated herein.

**Cost Components.** Each of the items listed as "Fixed" below is included in Customer's contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, Customer will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1.1, Definitions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Auction Revenue Rights Credits	Fixed
Capacity Costs	Fixed
Transmission Costs	Fixed
Transmission Loss Credits	Fixed
Line Loss Costs	Fixed
FERC Order 745 Costs	Fixed

The contract prices contained in the Account Schedule include credit costs and margin as well as Renewable Portfolio Standards Costs. Any applicable RMR Costs are also included in the contract prices. Except in the case of Transmission Costs, all other costs listed above as "Fixed" may be subject to a change as a result of a Change in Law as described in the Master Agreement.

**Billing.** Customer's Account(s) will be billed as follows per the Master Agreement: Seller Consolidated Billing.

**Section 1.1. Definitions.**

**"Ancillary Services And Other ISO Costs"** means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this TC. Seller will reasonably determine an Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of cost for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as Seller may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

**"Auction Revenue Rights Credits"** means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution. If Auction Revenue Rights Credits are "Passed Through", such credits shall be reasonably calculated by Seller as the monthly product of the (i) total Auction Revenue Rights Credits expressed in dollars per planning year for the applicable zone, as published by the ISO; divided by (ii) the total Network Service Peak Load for such zone, as published by the ISO; divided by (iii) the number of days in the applicable planning year; multiplied by (iv) by an Account's applicable Network Service Peak Load; multiplied by (v) the number of days in the billing period or such other reasonable calculation method applied by Seller.

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**"Capacity Costs"** means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise. Capacity Costs includes, but is not limited to, the cost for procuring Capacity Performance resources (as currently required and defined by the ISO) in accordance with the provisions of Federal Energy Regulatory Commission Order on Proposed Tariff Revisions (Docket No. ER15-623-000, et al, issued June 9, 2015).

**"Covered Bandwidth"** does not apply to this TC.

**"Energy Costs"** means a charge for the cost items included in the Locational Marginal Price for the ISO residual zone identified in the Account Schedule

**"FERC Order 745 Costs"** means any costs or charges imposed by the ISO in accordance with complying with the provisions of Federal Energy Regulatory Commission ("FERC") in Order No. 745 18 CFR Part 35 (March 15, 2011). Any modifications or conditions to the treatment of FERC Order 745 Costs under the ISO tariff or otherwise shall be deemed a Change in Law pursuant to the Change in Law Section of the Master Agreement.

**"Holdover Fee"** means a cost of \$.005250 per kWh in the holdover rate.

**"Line Loss Costs"** means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes. If Line Loss Costs are "Fixed", the Line Loss Costs are included in the Energy Costs and will not be invoiced as a separate line item. If Line Loss Costs are "Passed Through", the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable fixed price or locational marginal price for the corresponding usage.

**"LMP" or "Holdover Market Price"** means the ISO-published Day Ahead locational based marginal price for the ISO residual zone applicable to each Account expressed in \$/kWh. Such prices are published hourly or sub-hourly depending on the ISO.

**"Non Time Of Use" or "NTOU"** means all hours of each day.

**"Off Peak"** means all hours other than UDC Peak hours.

**"Payment Date"** means the date sixty (60) days following the invoice date, by which Customer's payment to Seller is due without offset or reduction of any kind.

**"Peak"** means the hours designated as peak from time to time by the UDC.

**"Pricing Schedule"** means "Transaction Confirmation" or "TC".

**"Renewable Portfolio Standards Costs"** means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account's monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

**"RMR Costs" or "Reliability-Must-Run Costs"** means the generation deactivation charges and other such charges, if any, imposed by the ISO on load served in a particular load zone to recover the cost for any generation units that plan to retire but are required by the ISO to run for reliability purposes beyond their intended retirement date, in accordance with the applicable ISO rules and OATT provisions.

**"Transmission Costs"** means the charge for Network Transmission Service and Transmission Cost Enhancement Charges, each as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the UDC's service territory.

**"Transmission Loss Credits"** means the credit amounts applicable to the Accounts under the ISO's marginal loss construct.

**"Utility"** means the "local electricity distribution company" or "UDC".

**Section 2.1. Initial Term.** With respect to each Account set forth in the Account Schedule below, electricity supply shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date" in accordance with the terms of the Agreement. Service may be extended for a holdover term as described in the Master Agreement.

**Section 2.2. Seller and UDC Contact Information.** Customer may contact Seller regarding its invoice or other matters concerning this TC at Seller's Customer Service Department by toll-free telephone at 888-635-0827, or email at CustomerCare@Constellation.com. **CUSTOMER AGREES TO CONTACT ITS UDC IN THE EVENT OF A POWER OUTAGE OR OTHER ELECTRICITY RELATED EMERGENCY AT THE FOLLOWING TELEPHONE NUMBERS:**

UDC Name	UDC Abbreviation	Contact Numbers
Commonwealth Edison	COMED	1-800-334-7661

**Section 2.3. Certain Customer Representations and Warranties.** Customer warrants and represents that for Account(s) located in the State of Illinois, aggregate consumption and usage during any 12 month period is greater than 15,000 kilowatt-hours and that the electricity supplied hereunder is not for use at a residence.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

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Each Party has caused this Transaction Confirmation to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

Customer: VILLAGE OF GRAYSLAKE

By:

By: 

Name:  
Title:

Name: Mike Ellis  
Title: Village Manager  
Date: 3/22/16  
Address: 10 S SEYMOUR AVE  
GRAYSLAKE, IL 600301542

Address: 1221 Lamar St. Suite 750  
Houston, TX 77010  
Attn: Contracts Administration  
Fax: 888-829-8738  
Phone: 888-635-0827

Fax: 847-223-4821  
Phone: 847-223-8515  
Email: bkrysk@villageofgrayslake.com

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**ACCOUNT SCHEDULE:  
For: VILLAGE OF GRAYSLAKE**

**The Pricing set forth below is only valid until 5:00 PM Central Prevailing Time on March 22, 2016**

**Seller shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.  
Please verify that your specific information is COMPLETE and ACCURATE.**

**Your review and acceptance of this information will help ensure accurate future invoices**

*Notes: Accounts and Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.*

No. of Service Accounts: 2

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
COMED	0516082027	250 Library Ln, Grayslake, IL 600301684	05/20/16	05/21/19	\$0.05963
COMED	8382126005	10 So. Seymour, Grayslake, IL 600301542	05/20/16	05/21/19	\$0.05963

**TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO SELLER AT 888-829-8738.**

**Payments to Certain Third-Parties:** You acknowledge and understand that:

- Glenview Consulting Corp. is acting on your behalf as your representative and is not a representative or agent of Seller;
- Seller is remitting a fee to Glenview Consulting Corp. on your behalf in connection with its efforts to facilitate our entering into this Agreement, and
- Your price reflects the fee being disbursed to Glenview Consulting Corp..

You should direct questions regarding such fee to Glenview Consulting Corp..

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## Legal 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 Collaborative ("Collaborative") has been organized to solicit bids on behalf of its membership. The Collaborative 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 Collaborative are from third party suppliers that are approved by the Illinois Commerce Commission. The Collaborative 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 Collaborative is under no obligation to accept the bid presented by the Collaborative.

There are no contracts or other written obligations between the Collaborative and its members. As such, each member is under no binding obligation to the Collaborative.

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

The Collaborative believes the rates that it submits to its members are competitive.

The Collaborative 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 Collaborative.

The Collaborative receives no compensation from the power suppliers, nor from its membership, other than a nominal one-time membership fee. The Collaborative engages the professional consulting services from Glenview Consulting, Ltd. In exchange for this, Glenview Consulting receives a fee from the suppliers of \$.002 per kilowatt hour for the NIMEC volume for the account(s) booked today. Each member is able to calculate the expected remuneration to Glenview by multiplying its annual consumption by the supplier fee.

In the Collaborative'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 Collaborative or Glenview Consulting is an employee of Commonwealth Edison.

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

Received By:

<sup>CBK</sup>  


Date:

3/22/16

Name:

Mike Ellis - Village Manager

Member:

Graylake

## Brett Kryska

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**From:** Bessert, Jason:(Constellation) <Jason.Bessert@constellation.com>  
**Sent:** Tuesday, March 22, 2016 12:36 PM  
**To:** Brett Kryska  
**Cc:** David Hoover (dhoover@nimec.net); Bill Heinz  
**Subject:** RE: NIMEC Bid Results

All set...thank you Brett.

Jason Bessert  
Senior Business Development Manager  
Great Lakes Region



America's  
energy choice.™

555 Saddle Lane  
Grosse Pointe Woods, MI 48236  
Office: 313-885-0100 | Fax: 313-885-0200 | Cell: 313-720-7807  
[jason.bessert@constellation.com](mailto:jason.bessert@constellation.com) | [www.constellation.com](http://www.constellation.com)

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**From:** Brett Kryska [<mailto:bkryska@villageofgrayslake.com>]  
**Sent:** Tuesday, March 22, 2016 1:33 PM  
**To:** Bessert, Jason:(Constellation)  
**Cc:** David Hoover (dhoover@nimec.net); Bill Heinz  
**Subject:** [EXTERNAL] RE: NIMEC Bid Results

Hello:

Please find the attached disclosure and 3-year electricity supply contract. If you need anything more, please let me know.

Thanks,

Brett

Brett L. Kryska  
Administrative Services & Contracting Manager  
Village of Grayslake  
10 S. Seymour Ave.  
Grayslake, IL 60030  
847-223-8515

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**From:** David Hoover [<mailto:dhoover@nimec.net>]  
**Sent:** Monday, March 21, 2016 4:38 PM  
**To:** Bill Heinz <[wheinz@villageofgrayslake.com](mailto:wheinz@villageofgrayslake.com)>; Brett Kryska <[bkryska@villageofgrayslake.com](mailto:bkryska@villageofgrayslake.com)>  
**Subject:** NIMEC Bid Results



Dear Bill and Brett,

We just completed our annual NIMEC bid. We are pleased to report that Constellation has provided the lowest pricing this year. You will have until 4:30pm Tuesday to accept this bid.

Below are the aggregated bid results, looking at NIMEC bid group as one entity.

	12 mo.
Constellation	5.09¢
Dynegy	5.14¢
MC Squared	5.24¢

Below is your individual pricing (with a start date in May). Remember, everyone in NIMEC receives their own, individual pricing. We do not conduct a "one price for all" bid. All prices are in ¢/kWh, and include energy and transmission charges; all charges except for the ComEd delivery fees. You will find your current pricing for comparison purposes followed by Constellation's 12, 24 and 36 month bid price.

Member	Acct Number	Current	12 mo	24 mo	36 mo
Village of Grayslake	0516082027	6.293	5.250	5.603	5.963
Village of Grayslake	8382126005	6.293	5.250	5.603	5.963

Each member is able to select the term they prefer. We have attached the Constellation documents for the 12 month term. However, if you would prefer to select the 24 or 36 month price, please email me and I will have the appropriate agreement sent to you. To help you decide upon the term, I have attached a pricing chart for electricity. You will note that we are at multi-year lows.

These prices are good through 4:30pm Central Time on Tuesday, March 22.

To accept the pricing, please execute and return the Constellation agreement (attached). Please also acknowledge receipt of the Illinois Disclosure form by signing.

Scan/email both documents to Constellation: [Jason.Bessert@constellation.com](mailto:Jason.Bessert@constellation.com) with a copy to me.

Please return by 4:30pm on Tuesday.

I will be hosting 2 conference calls on Tuesday. They are identical; choose whichever one accommodates your schedule better. I will do a brief presentation, then we'll open it up for questions.

Times: 10:30 and 1:30  
 Call in #: 866.941-8436  
 Passcode: 376964#

Email will be the best way to reach me, should you be missing any documents or have any other questions.

Dave

\_\_\_\_\_  
 David Hoover  
 Executive Director  
 847.392-9300

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