



**COUNTY OF KENDALL, ILLINOIS
FACILITIES MANAGEMENT COMMITTEE
Thursday, November 10, 2022 @ 3:30p.m.**

**County Office Building; 111 W. Fox Street
2nd Floor Board Room; Yorkville IL**

MEETING AGENDA

- 1. ROLL CALL AND DETERMINATION OF A QUORUM**
- 2. APPROVAL OF AGENDA**
- 3. APPROVAL OF PREVIOUS MONTH'S MINUTES**
- 4. PUBLIC COMMENT**
- 5. OLD BUSINESS/PROJECT UPDATES**
 - A. Update regarding Constellation Natural Gas Agreements
- 6. NEW BUSINESS/PROJECTS**
 - A. *Lease Extension Requests from CASA: 1st of Two One-Year Options*
 - B. *Lease Extension Request from Workforce Development: 1st of Two One-Year Options*
- 7. STAFFING/TRAINING/SAFETY UPDATES**
- 8. EXECUTIVE SESSION**
- 9. OTHER BUSINESS**
- 10. PUBLIC COMMENT**
- 11. QUESTIONS FROM THE MEDIA**
- 12. ADJOURNMENT**

If special accommodations or arrangements are needed to attend this County meeting, please contact the Administration Office at (630) 553-4171, a minimum of 24-hours prior to the meeting time

**COUNTY OF KENDALL, ILLINOIS
FACILITIES MANAGEMENT COMMITTEE
Meeting Minutes for Monday, October 3, 2022**

Call to Order – Committee Chair Brian DeBolt called the Facilities Management Committee to order at 4:00p.m

Roll Call

Attendee	Status	Arrived	Left Meeting
DeBolt, Brian	Here		
Gilmour, Judy	Here		
Rodriguez, Ruben	Here		
Kellogg, Matt	Present		
Koukol, Dan		4:04 pm	

Others Present – Dan Polvere, Tina Dado

Approval of Agenda - Member Rodriguez made a motion to approve the agenda, second by Member Kellogg. **With five members present voting aye, the motion carried by a vote of 5-0.**

Approval of August 1, 2022 Meeting Minutes – Member Kellogg made a motion to approve the August 1, 2022 meeting minutes, second by Member Gilmour. **With five members present voting aye, the motion carried by a vote of 5-0.**

Public Comment - None

Old Business/Project Updates

A. Update regarding hiring process for new Assistant Director of Facilities Management/Project Manager – Director Polvere updated the committee on the number of applicants received. Polvere believes the Bachelor’s degree and 5 years of experience has hindered the process. Polvere and Ms. Dado believes if they can repost the position with 8 years of experience in the field in lieu of a Bachelor’s degree would increase the amount applicants received. Member Kellogg requested the benefits be added to the listing description. Chair DeBolt requested the ad also be placed in the local newspaper, along with the county website and electronic hiring platforms.

B. Update regarding Cordogan Clark Master Agreement/Next Steps: Director Polvere stated the master agreement with Cordogan Clark is currently in legal review. Once complete the contract will be brought before the next county board meeting for approval. In the meantime, survey and boring companies are being contacted to start once the contract is approved.

C. 2022 Remaining Capital Projects Update:

- Boardroom dais microphone replacement - complete
- Courthouse partial roof replacement – scheduled to begin October 17, 2022
- Pavement repairs/sealcoating/stripping – completed the repairs and sealcoating. Striping coordination needs to be completed.
- Approval of revised agreement with McCann Window and Door – Motion to approve the revised lower price by \$3,700.00 for the replacement of three lower level windows and installation with McCann Window and Door and forward to the county board for approval by Member Kellogg. Second by Member Koukol. **All members present voting aye, Motion Approved.**
- Jail door locks and chuck holes – Director Polvere explained the jail needs to upgrade to an automatic motorized lock system. This process will need two companies involved, once to install and the other to program the locks. This year eleven will be completed and next year it is budgeted to have ninety completed. At this time no start date is available. The chuck hole installation began during COVID and is set to be completed next year.

- D. Update regarding Constellation Natural Gas Agreements** – Director Polvere informed the committee the State’s Attorney Office finished the review of the contracts and have been forwarded back to Constellation as of September 13th.

Chair Report – Chair DeBolt stated everything is running smooth and Director Polvere is doing a good job and keeping up with everything that is being asked of him.

New Business/Projects

- A. Operation Green Light** – At the September 6th county board meeting the resolution “Operation Green Light” approved. The week of November 7 – 11, 2022 county buildings exterior lights will be green in support.
- B. Mutual Ground One Year Lease Extension** – Motion to approve the 2nd one-year lease extension with Mutual Ground by Member Kellogg. Second by Member Koukol. **All members present voting aye. Motion Approved.**
- C. Public Safety Center Security Bollards** – Director Polvere met with the sheriff’s department to go through all the capital repair projects left for this year. This is in the discussion stages.

Staffing/Training/Safety Updates – Director Polvere informed the committee he has begun the review process as stated in the employee handbook. Director Polvere also stated he will be attending the active shooter training at the Health and Human Service building on October 20th.

Items for the October 4, 2022 County Board Meeting - Approval of revised agreement with McCann Window and Door

Items for the October 13, 2022 Committee of the Whole Meeting - None

Public Comment – None

Executive Session – None

Other Business – None

Adjournment – Member Rodriguez made a motion to adjourn the Facilities Committee meeting, Member Gilmour seconded the motion. **With five members present voting aye, the meeting was adjourned at 4:42 p.m. by a vote of 5-0.**

Respectfully submitted,

Christina Wald
Administrative Assistant and Recording Clerk

**Kendall County/Constellation
Natural Gas Contract Review
11/4/2022**

Overview

Kendall County is entering into an agreement to procure Natural Gas from Constellation at a guaranteed fixed rate for a defined term. As such, Constellation must secure those volumes at the defined price for the entire term. Kendall County and Constellation's legal teams have traded comments and language revisions for both the Master Agreement and the Commercial Natural Gas Agreement (CNGA) form. Constellation has agreed to (14) of the changes suggested by the Kendall County States Attorney's Office on the Master Agreement and (12) changes to the CNGA. Below are the remaining business points of which Constellation will not/cannot agree:

Master Retail Natural Gas Agreement

- 1.) **7 – Remedies in the event of Default** - Constellation purchases the volumes confirmed at the time of the transaction. Should Kendall County terminate the contract Constellation will/may incur a financial loss if the market declines and must have the ability to recover those losses. No Supplier will agree to not including this term on a fixed contract.

- 2.) **12 – 18 Limits of Liability** – Constellation does not agree based on the reasons stated above. Again, this is an industry accepted contract term and does not affect Kendall County unless it defaults or cancels the contract. Constellation has added the language agreed to with Kendall County reflecting only to “the limits of law”.

Commercial Natural Gas Supplier Form

- 1.) **The Primary Term** – Constellation cannot and will not agree to the language recommended by the States Attorney's Office that Kendall County can cancel with 30 days' notice. Constellation procures the volumes at a fixed price and Kendall County cannot cancel without paying damages. This is for the same reason as stated above.

- 2.) **Section 4 - Rate** - The applicable fees are Utility (Nicor Gas) Charges that are passed through should Nicor Gas have a change of their tariffed rate which is defined by the Illinois Commerce Commission (ICC).

- 3.) **Section 7 – Termination** – Constellation will not agree to this for the reasons stated above.

- 4.) **Section 11 – Limitations of Liability** – Constellation will not waive right to Jury by a judge which is within industry standards as stated above.

- 5.) **Section 15 – Changes in Law** – Constellation must have the ability to pass through changes in law to the customer. No supplier will agree to eliminate this language as it protects them from cost incurred by Governmental Law and Utility Tariffed changes.

This Master Retail Natural Gas Supply Agreement (“**Master Agreement**”) is entered into as of November 2, 2022 (“**Effective Date**”) by and between County of Kendall, Illinois, a unit of local government, (“**Customer**”) and Constellation NewEnergy – Gas Division, LLC (“**CNEG**”). CNEG and Customer are sometimes referred to individually as a “**Party**” and collectively as the “**Parties**.”

This Master Agreement sets forth the general terms and conditions governing transactions for the purchase and sale of natural gas and related products and services (each a “**Transaction**”) to one or more of Customer’s accounts or facilities (each a “**Facility**”) as agreed to from time to time. Each Transaction may be evidenced by a transaction confirmation (each a “**TC**”). The Parties may further agree to implement certain strategies or related services, the specifics of which will be set forth in a rider executed by the Parties (each a “**Rider**”). Each TC and Rider shall constitute part of and shall be subject to this Master Agreement. This Master Agreement and each TC and Rider shall constitute a single integrated agreement between the Parties (collectively referred to as the “**Agreement**”). In the event of a conflict between (i) a TC, (ii) a Rider, (iii) the terms and conditions of this Master Agreement, and (iv) any oral agreement of the Parties as to a Transaction, the terms shall govern in the priority listed in this sentence.

The Parties intend that they are legally bound by the terms of each Transaction from the moment each Party agrees to those terms, whether (i) via electronic transmission or (ii) written record. Nothing in this Agreement obligates either Party to enter into a Transaction at any time. Any applicable requirement that a Transaction be “in writing” and “signed” shall be deemed to have been satisfied by this Master Agreement, by the Parties’ signatures below and their express agreement to these procedures. CNEG shall have the exclusive right to confirm any Transaction by sending Customer a written TC, substantially in the form attached hereto as Exhibit A or otherwise, by facsimile, e-mail or other means. Notwithstanding any provision to the contrary in this Master Agreement, failure to send a TC shall not invalidate a Transaction agreed to by the Parties. If CNEG sends a TC and Customer fails to object in writing to any term in the TC within two (2) Business Days, the TC shall constitute the definitive written expression of the Transaction. “**Business Day**” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday and shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.

1. CNEG and Customer Obligations.

Natural Gas Supply. CNEG shall sell and supply, and Customer shall purchase and receive, the Contract Quantity for each Facility identified in a TC or Rider. “**Contract Quantity**” means the quantity of gas to be delivered and received pursuant to a TC. Such deliveries and receipts of natural gas shall be on a Firm, Secondary Firm or Interruptible basis, or otherwise as described in a TC. “**Firm**” means deliveries and receipts may not be interrupted without liability except for reasons of Force Majeure. “**Secondary Firm**” means deliveries and receipts will be on commercially reasonable efforts basis up to Customer’s maximum daily quantity and performance may be interrupted without liability to the extent that one or more of the following conditions are present: (i) Force Majeure; (ii) curtailment by the local distribution company owning and/or controlling and maintaining the distribution system required for delivery of gas to the Facility(ies) (the “**Utility**”); (iii) curtailment of supply by a natural gas supplier; (iv) curtailment of storage by a storage provider; (v) curtailment of transportation by a gas gathering or pipeline company, or Utility (each a “**Transporter**”), transporting gas for CNEG or Customer downstream or upstream of the Delivery Point(s), including, but not limited to, transportation between secondary firm points; (vi) recall of transportation capacity release by its releaser; or (vii) curtailment of gas production behind a specific meter. “**Interruptible**” means deliveries and receipts may be interrupted at any time for any reason except for Customer’s obligation to take and pay for gas it nominates and CNEG’s obligation to honor the price set forth in the TC. The terms of any Transaction between CNEG and Customer shall be as set forth on the applicable TC, but CNEG will procure gas from its suppliers on terms CNEG deems appropriate. CNEG holds title to the gas and has the sole responsibility to deliver, or cause to be delivered, the natural gas to the applicable Delivery Point. Title shall pass to Customer at the Delivery Point and Customer shall have the sole responsibility for transporting the gas from the Delivery Point. “**Delivery Point**” means the city gate interconnection between the Utility and the upstream Transporter or such other delivery point(s) as are agreed in a TC. However, to the extent that Customer owned transportation capacity is used to deliver natural gas to the Customer, the Delivery Point shall be the receipt point of such capacity.

Failure to Deliver or Receive. The sole and exclusive remedy of the Parties in the event of a breach of an obligation to deliver or receive gas shall be the following: (a) If CNEG fails to deliver gas (other than Interruptible) for a reason other than Customer’s breach, CNEG shall pay Customer the “**Replacement Cost**,” which is the amount Customer actually pays to replace the undelivered Contract Quantity less the amount Customer would have paid under this Agreement for such Contract Quantity. (b) If Customer fails to receive gas (other than Interruptible) for a reason other than CNEG’s breach, Customer shall pay CNEG the “**Revenue Loss**,” which is the amount that CNEG would have received for the sale of the unreceived Contract Quantity pursuant to this Agreement less (i) the amount actually received by CNEG in an alternate sale, plus any incremental costs, or (ii) if no alternate sale takes place, the amount CNEG would have received by reselling such Contract Quantity at spot market prices at or near the Delivery Point(s), as determined by CNEG in a commercially reasonable manner. CNEG and Customer shall exercise commercially reasonable efforts to mitigate any Revenue Loss or Replacement Cost, respectively. If the calculation of the Replacement Cost or Revenue Loss results in a negative number, then the amount shall be deemed to equal zero.

Nominations. The Parties shall coordinate nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). If Customer or the Utility fails to provide CNEG with a usage nomination for any month in a timely manner, CNEG (i) may establish a nomination for such month in a commercially reasonable manner based on Customer’s historical usage data available to CNEG, and (ii) shall have the right to use and rely on such nomination unless notified otherwise by Customer or the Utility. If a Party becomes aware that actual deliveries are greater or lesser than the quantity of gas confirmed by a Transporter for movement, transportation or management, the Party shall promptly notify the other Party. Usage nominations may be made orally, in writing, by facsimile or by electronic means.

Imbalances. The Parties shall use commercially reasonable efforts to avoid imposition of any fees, penalties, cash-outs, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy balancing and/or nomination requirements (“**Imbalance Charges**”). If either Party receives an invoice from a Transporter that includes Imbalance Charges, the Parties shall determine the validity and cause of such Imbalance Charges. The Party causing the imposition of the Imbalance Charges will be responsible to pay such Imbalance Charges.

Transporter Restrictions. If either Party receives an operational flow order or any other usage or operating instructions, restrictions or similar notice (each an “**OFO**”) from a Transporter requiring action to be taken in connection with the flow and/or consumption of gas covered by this Agreement, such party will use commercially reasonable efforts to notify the other party of such event in a timely manner. Such notice may be given by electronic means. Each Party will take all commercially reasonable actions required by the OFO within the time prescribed. If OFO penalties, charges, fees, costs or expenses result from the actions or inactions of one Party, then such Party shall be solely responsible for any such penalties, charges, fees, costs or expenses. Both parties agree that OFOs may require one or both parties to buy or sell gas

quantities in the then-current market conditions, which may be appreciably higher or lower than the original pricing. If CNEG is responsible for nominations and balancing on a Transporter imposing an OFO or similar restriction, CNEG may (but is not required to) increase or decrease nominations, as appropriate, to avoid penalties.

2. **Term of Master Agreement.** The term of this Master Agreement will commence on the Effective Date and, unless terminated earlier as provided in this Master Agreement, will continue until terminated by either Party upon thirty (30) days prior written notice to the other Party; provided any TC or Rider will continue to be governed by this Master Agreement until the TC or Rider has been separately terminated or expired.

Term of TC. Each TC or Rider shall set forth the applicable "Delivery Period" or term during which deliveries of natural gas are to be made and/or services are to be provided. CNEG shall not be liable for any failure to enroll or drop a Facility by any applicable start and end date(s) set forth in the TC or Rider due to circumstances beyond its control.

3. **Information and Authorization.** Customer hereby authorizes CNEG to take such actions CNEG deems necessary to enroll each Facility with the Utility and to be served by CNEG and to otherwise meet CNEG's obligations under the Agreement, including executing on Customer's behalf any documents necessary to effectuate any Facility enrollment or election, undertaking the management of any storage or transportation capacity allocated to Customer by the Utility or other transporters, disposing of storage balances, adding or deleting Facility(ies) as necessary, receiving usage nominations from the Utility relating to Customer's natural gas requirements, and other similar documents. Customer's signature on this Master Agreement constitutes Customer's written authorization for CNEG to obtain from time to time from the applicable Utility all current and historical natural gas billing, usage data and other related information. Customer shall take any actions, execute any documents and shall provide to CNEG any information as CNEG may reasonably require.

4. **Billing and Payment.**

Billing. Customer will be billed for natural gas usage and related products and services supplied under the Agreement in one of the following ways based on availability and eligibility of each Facility, which may change from time to time: (a) Dual Billing: Customer will receive two invoices, one from CNEG for the natural gas supply and one from the Utility for the amounts payable by Customer for services provided by the Utility ("Delivery Charges"); (b) CNEG Consolidated Billing: Customer will receive one invoice from CNEG that includes both the natural gas supply charges and the Delivery Charges. In the case of CNEG Consolidated Billing, Customer agrees that (i) Customer remains exclusively liable to the Utility for all Delivery Charges, (ii) CNEG has no obligation to review Delivery Charges for accuracy, (iii) should Customer dispute Delivery Charges, that is a matter for Customer and the Utility to resolve without any involvement or obligation on the part of CNEG, and (iv) CNEG may withhold any payments due to the Utility if Customer fails to pay CNEG invoices in accordance with this Master Agreement.

Taxes. Customer shall pay all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the natural gas and related products and services provided under the Agreement, including without limitation any production, severance or ad valorem taxes, and including any taxes enacted after the Effective Date (collectively, "Taxes"). The term "Taxes" shall include any amounts imposed on Customer directly or on CNEG in its function as Customer's supplier, and that are associated with the supply of gas to Customer (in which case the Customer shall be responsible to reimburse CNEG for such amounts). **IF CUSTOMER IS EXEMPT FROM ANY TAXES, CUSTOMER SHALL PROVIDE CNEG WITH ANY STATE AND/OR LOCAL EXEMPTION CERTIFICATE PRIOR TO THE ISSUE DATE OF CUSTOMER'S FIRST INVOICE.** All Taxes invoiced to Customer under this Agreement will be included on the invoice or in the applicable fixed price as allowed by Law.

Estimates. CNEG's ability to invoice Customer is dependent on the Transporter's ability to furnish CNEG with all necessary information, including Customer's metered usage. When there is a delay in receiving information from the Transporter, CNEG will, to the extent necessary, estimate charges and credits for a billing period and reconcile such estimates against actual charges and credits in a future invoice(s). Each invoice is also subject to adjustment for errors in arithmetic, computation, meter readings or other errors. Interest shall not accrue on such adjustments.

Payment. All amounts set forth in an invoice are payable to the Party issuing the invoice and will include, in addition to the natural gas supply charges, Delivery Charges, and Taxes, all other amounts related to the purchase and delivery of natural gas. CNEG's invoices will be sent to Customer in accordance with CNEG's normal billing cycle, as adjusted from time to time. CNEG's invoices will be paid in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.).

Pricing Structures. "Contract Price" means the price for gas as set forth in the applicable TC or Rider. To the extent (a) there are beginning of the month nominated volumes where the price is not fixed, (b) a Facility requires additional natural gas quantities in excess of the nominated or fixed quantities set forth in a TC or Rider, or (c) a Facility continues to receive natural gas from CNEG beyond the Delivery Period (where such deliveries will be considered month to month), all such natural gas will be priced at Market Price unless otherwise set forth in a TC or Rider. "Market Price" means a price comprised of (i) the spot commodity cost of gas as determined by CNEG in its reasonable discretion, (ii) all related interstate and intrastate pipeline charges required to deliver gas to the Delivery Point, and (iii) a reasonable market based margin. Market Price does not include any applicable Utility charges, including but not limited to Utility or pipeline balancing charges, unless otherwise agreed upon.

Market Disruption. If the Contract Price is based in whole or in part upon a specified index and a Market Disruption Event occurs on a day on which the relevant source published or was to publish the relevant price, then the Parties shall negotiate in good faith to agree on an alternative method of determining the Contract Price. A "Market Disruption Event" is any one of the following: (a) failure of the specified index to announce or publish information necessary for determining the Contract Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading in the relevant options contract or commodity on the exchange or market acting as the specified index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the specified index; or (e) a material change in the formula for or the method of determining the relevant price component.

Price Locks. Unless otherwise set forth in a TC or a Rider, Customer can request to lock in the commodity price for any month(s) at any time during the Delivery Period, prior to 12:00 p.m. EST/EDT on the final day of NYMEX last day settlement for each applicable delivery month. Commodity purchase/sale prices exclude pipeline and Utility distribution charges. Customer also has the right to lock basis at a fixed price and at predetermined volumes. Basis includes interstate and intrastate pipeline transportation but does not include the commodity cost or the Delivery Charges.

5. **Adequate Assurance.** If CNEG has reasonable grounds: (i) to believe that Customer's creditworthiness has become unsatisfactory; or (ii) for insecurity with respect to Customer's performance under the Agreement, CNEG may demand, in writing, adequate assurance of future

performance from Customer in a form, in an amount, from an issuer, and for a term, all as reasonably satisfactory to CNEG ("Adequate Assurance"). To satisfy a demand, Customer shall provide Adequate Assurance to CNEG within three (3) Business Days of the date of the written demand. If at any time CNEG requires Customer to prepay for gas, then (i) CNEG shall be under no obligation to deliver gas if Customer fails to pay any prepayment by its due date, and (ii) in the event the aggregate cost of any quantities of gas required by Customer in a month in excess of the scheduled nominated quantities exceeds \$15,000.00, Customer shall pay CNEG the aggregate cost of such quantities within three (3) Business Days of CNEG's request for payment.

6. **Event of Default.** An "Event of Default" means any one of the following: (a) Customer's failure to make, when due, any payment required in accordance with the Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*); (b) any representation or warranty made by a Party in the Agreement is false or misleading in any material respect when made or ceases to remain true in all material respects during the term of the Agreement, if not cured within five (5) Business Days after written notice from the other Party; (c) Customer fails to provide the Adequate Assurance as provided in this Agreement; (d) the failure by a Party to perform any material obligation set forth in this Agreement (other than the events that are otherwise specifically covered as a separate Event of Default hereunder or a failure to deliver or receive gas) which is not cured within five (5) Business Days after receipt of written notice thereof; or (e) a Party: (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed for it or any substantial portion of its property or assets (iii) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law for the protection of creditors, or has such petition filed against it; (iv) otherwise becomes bankrupt or insolvent (however evidenced); (v) is unable to pay its debts as they fall due; or (vi) is dissolved (other than pursuant to a consolidation, amalgamation or merger).
7. **Remedies Upon Event of Default.** If an Event of Default occurs with respect to a Party (the "Defaulting Party"), the other Party (the "Non-Defaulting Party") may, in its discretion, at any time, (i) withhold any payments or suspend any deliveries hereunder and/or (ii) terminate the Agreement in whole or solely with respect to those Facility(ies) adversely affected by such Event of Default, upon written notice to the Defaulting Party setting forth the effective date of termination (the "Early Termination Date"). Further, if Customer is the Defaulting Party, then CNEG may, without waiving any rights or remedies it may have, to the extent applicable, remove Customer from CNEG's managed balancing and/or storage pools and/or apply any storage balance at prevailing market prices as an offset against the amount owed to CNEG by Customer. If this Agreement is terminated, the Non-Defaulting Party will in good faith calculate a termination payment as set forth below and the owing Party shall pay such amount within three (3) Business Days of receipt of notice of the amount due. The Parties acknowledge and agree that any termination payment under the Agreement constitutes a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect. The remedies under this Section 7 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Event of Default.

As of the Early Termination Date, the Non-Defaulting Party shall determine: (i) the difference between the Contract Value and the Market Value, such that the difference shall be due to the Customer if the Market Value exceeds the Contract Value and to CNEG if the opposite is the case; (ii) the Non-Defaulting Party's Costs; and (iii) the amount owed (whether or not then due) by each Party with respect to all gas delivered and received. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the Parties under this Section, so that all such amounts are netted or aggregated to a single liquidated amount payable by one Party to the other.

"Costs" means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar transaction costs and expenses reasonably incurred by such Party as a result of the Event of Default. The "Contract Value" shall be the Contract Price multiplied by the amount of gas, as determined by the Non-Defaulting Party, that would have been delivered under each terminated Rider or TC, had it not been terminated early (the "Terminated Volumes"). The "Market Value" shall be the amount, as of the Early Termination Date, a third party would pay for the Terminated Volumes at the Delivery Point(s) at current market prices. The Non-Defaulting Party may determine the Market Value of a terminated transaction by reference to information either available to it internally or supplied by one or more third parties including, without limitation, any or all of the settlement prices of NYMEX gas futures contracts, quotations from leading dealers, energy swap agreements or physical gas trading markets, similar sales or purchases, and any other bona fide offers from either third parties or affiliates of the Party, all as commercially available to the Party and adjusted for the length of the term and differences in transportation costs and other factors, as the Party reasonably determines. The Non-Defaulting Party shall not be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

8. **Change in Law.** CNEG may pass through or allocate, as the case may be, to Customer any increase or decrease in CNEG's costs related to the natural gas and related products and services sold to Customer that results from the implementation of new, or changes (including changes to transportation rates) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, Transporter business practices or protocol, Transporter tariff, or rule of any commission or agency with federal jurisdiction or jurisdiction in the state in which the Facility(ies) is located. Such adjusted amounts will be included in subsequent invoices to Customer.
9. **Representations and Warranties.** Each Party warrants and represents to the other (now and deemed repeated by each Party on each date on which a TC or Rider is executed or deemed accepted) that: (i) it is duly organized, validly operating and in good standing under the laws of the jurisdiction of its formation; (ii) it is authorized and qualified to do business in the jurisdictions necessary to perform under the Agreement; (iii) execution, delivery and performance of the Agreement are duly authorized and do not violate any governing documents or any of its contracts or any applicable Law; (iv) there is no material event(s) or agreement(s) which would impair that Party's right, authority or ability to execute the Agreement and otherwise perform under the Agreement; and (v) it has the knowledge and experience to evaluate the merits and risks associated with the Agreement.

Furthermore, Customer warrants, represents and covenants that: (i) the data given and representations made concerning its Facility(ies) are true and correct; (ii) it is entering into this Agreement to purchase its natural gas requirements only and not for speculative or resale purposes; and that the natural gas purchased under this Agreement will be consumed at the Facility(ies); (iii) it is the party of record of the Facility(ies), or if it is not the party of record, it has the authority to enter into and bind its principal to the Agreement; (iv) if any Transaction hereunder gives Customer the right to adjust the Contract Quantity, or to require CNEG to provide some other quantity of gas, Customer's election to exercise such right is based predominantly on supply and demand factors related to Customer's business;. In the event Customer is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the Customer's obligations under this Agreement or any similar agreement for the supply of natural gas during said fiscal period, the Customer agrees to provide prompt written notice of said occurrence to CNEG. In the event of a default due to non-appropriation of funds, either Party has the right to terminate the Agreement upon providing thirty (30) days written notice to the other Party. "Governmental Entity" means a municipality, county, governmental board, governmental department, commission, agency, bureau,

administrative body, joint action agency, court or other similar political subdivision (including public school districts or special purpose district or authority), or public entity or instrumentality of the United States or one state.

- 10. Force Majeure.** Notwithstanding any other provision of this Agreement, where a Party is unable to carry out any obligation under the Agreement due to a Force Majeure event (other than a payment obligation, which will not be excused for Force Majeure), the Agreement will remain in effect but such obligation will be suspended for the period necessary as a result of the Force Majeure, provided that: (i) the Claiming Party gives the other Party, as soon as possible, written notice describing the particulars of the Force Majeure; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and (iii) the Claiming Party uses commercially reasonable efforts to remedy its inability to perform. "Force Majeure" means an event that is not within the reasonable control of the Party claiming Force Majeure ("Claiming Party"), and that by the exercise of due diligence, the Claiming Party is unable to overcome the event in a commercially reasonable manner, and such event will not be deemed a breach or default under the Agreement. Force Majeure includes, but is not limited to, acts of God; fire; war; terrorism; flood; earthquake; civil disturbance; sabotage; facility failure; curtailment, disruption or interruption of supply by a supplier or distribution or transportation by a Transporter (including without limitation as the result of an OFO); declaration of emergency by a Transporter(s); regulatory, administrative, or legislative action, or action or restraint by court order or governmental authority; or any act or omission of a third party not under the control of the Claiming Party (including without limitation the Utility).
- 11. Indemnification.** To the extent permitted by law, Each Party shall indemnify, defend and hold harmless the other Party from and against any claims arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control or title to the gas vested in such indemnifying Party (i.e. prior to the Delivery Point, Constellation shall be the indemnifying Party; at and after the Delivery Point then Customer shall be the indemnifying Party).

Nothing contained herein shall be construed as prohibiting Customer, its past present and future elected officials, department heads, employees, insurer, and agents ("Releasee") from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Contract unless the attorney has been approved in writing by the Kendall County State's Attorney. Either parties participation in its defense shall not remove our duty to indemnify, defend, and hold harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.

- 12. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT TO THE CONTRARY, THE ENTIRE LIABILITY OF EACH PARTY FOR ANY AND ALL CLAIMS WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUBJECT IN ALL CASES TO AN AFFIRMATIVE OBLIGATION ON THE PART OF EACH PARTY TO MITIGATE ITS DAMAGES, AND NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY THE TERMINATION CALCULATION IN SECTION 7 ABOVE. Customer acknowledges and agrees that the Utility is exclusively responsible for the gas distribution and delivery system, that CNEG has no independent control over the Utility's systems and will have no liability for any of the Utility's acts or omissions.
- 13. DISCLAIMER.** CUSTOMER ACKNOWLEDGES AND AGREES THAT NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, AND CNEG SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.
- 14. Waiver and Severability.** Failure to provide notice of, or object to, any default under this Agreement will not operate or be construed as a waiver of any future default, whether like or different in character. If any portion of this Agreement, or application thereof to any person or circumstance, is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out the mutual intent of the Parties as expressed in this Agreement to the fullest extent permitted by applicable Law; provided, however, that this severability provision will not be applicable if any provision of Sections 6 and 7 of this Master Agreement (or any definition or provision in this Agreement to the extent it relates to, or is used in connection with, such sections) is held invalid or unenforceable.
- 15. Assignment.** Customer may assign all its rights and obligations under this Agreement; *provided* (a) it gives CNEG forty-five (45) days prior written notice of its intent to do so; (b) the assignee satisfies in full CNEG's credit requirements; (c) the assignee assumes in writing all of Customer's obligations under the Agreement; and (d) Customer continues to be liable for performance, including payment for goods and services received, prior to the assignment date. CNEG may assign, sell, pledge, transfer, or encumber any of its rights and obligations under this Agreement or the accounts, revenues, or proceeds hereof to: (a) a bank, insurer or other financial institution; or (b) any person or entity (i) succeeding to all or substantially all of CNEG's assets or business or the division or region of CNEG to which this Agreement relates or (ii) into which CNEG is merged or otherwise combined or reorganized; provided (with respect to this clause (b)) the succeeding entity agrees to be bound to the Agreement; or (c) any affiliate of CNEG.
- 16. Confidentiality.** Each Party agrees to keep all terms and provisions of this Agreement and all communication provided in connection with this Agreement, including the pricing offered to Customer, confidential to the extent not otherwise publicly available and not to disclose them to any third parties without the prior written consent of the other Party, except as necessary to perform its obligations under this Agreement or as otherwise required by Law. Each Party may disclose such information to its affiliates and to its affiliates' employees, agents, advisors, and on a need to know basis, to its independent contractors, provided each such recipient agrees to hold such information in the strictest confidence. CNEG may disclose information respecting Customer to third parties that are representing Customer in the purchase of gas or related services. Furthermore, CNEG may make such other disclosures to third parties of information, including aggregate consumption data, provided they are in a manner that cannot be reasonably expected to specifically identify Customer. If disclosure of confidential information is sought through a court, or a state or federal regulatory agency or other legal compulsion, the Party receiving such request will notify the other Party immediately to afford it the opportunity to oppose such disclosure via a protective order or other relief as may be available and will provide reasonable support.

It is understood and agreed to by the Parties that all contracts entered into by a government body, such as Customer, are open to public review and as such will be on file with the County Clerk's office and may be discussed in open session pursuant to the Illinois Open Meetings Act (5 ILCS 120/1 et seq.) and/or may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.)

- 17. Choice of Law, Venue, Attorney Fees and Expenses.** This Agreement will be governed and interpreted in accordance with the laws of the State of , Illinois, without giving effect to conflict of law principles. TO THE EXTENT ALLOWED BY APPLICABLE LAW, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.
- 18. Miscellaneous.** The Agreement embodies the Parties' entire agreement and understanding and may not be contradicted by any prior or contemporaneous oral or written agreement. Notwithstanding any provision to the contrary in a prior agreement, the Parties agree that this Master Agreement shall supersede and replace all prior written and oral agreements or arrangements between the Parties with respect to the purchase and sale of gas and related services and that all transactions under any such prior agreement(s) are, as of the Effective Date, now governed solely by the terms of this Master Agreement and shall be Transactions hereunder and a part of the single integrated agreement between the Parties. A facsimile or e-mailed copy of either Party's signature will be considered an original for all purposes under this Agreement, and each Party will provide its original signature upon request. No purchase order, or any amendment or edit to this Agreement, will be valid or given any effect unless signed by both Parties or expressly contained in a TC deemed accepted pursuant to the procedures set forth herein. The applicable provisions of this Agreement will continue in effect after termination or expiration hereof to the extent necessary, including but not limited to providing for final billing, billing adjustments and payments, limitations of liability, the forum and manner of dispute resolution, and with respect to any indemnification obligations under the Agreement. The section headings used in this Master Agreement are for reference purposes only and will in no way affect the meaning of the provisions of the Master Agreement. The Parties acknowledge that any document generated by the Parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither Party shall contest their admissibility as evidence in any proceeding. The rights, powers, remedies and privileges provided in this Agreement are cumulative and not exclusive of any rights, powers, remedies and privileges provided by Law. CNEG shall have the right to set-off and net against any amounts owed to it under the Agreement, including without limitation any early termination payment, any amounts owed by CNEG to Customer under the Agreement or any other agreement between the Parties, including without limitation any Adequate Assurance. Except for Section 11 above, no third party will have any rights under this Agreement whatsoever and Customer will be fully responsible for any compensation owing any third party representing Customer in connection with this Agreement and will indemnify, defend and hold harmless CNEG from all related Claims. To the extent Customer is represented by a broker, agent, association or other third party (collectively, "Broker"), Customer acknowledges and understands that: (i) CNEG may be making a payment to Broker in connection with Broker's efforts to facilitate Customer and CNEG entering into a Transaction; (ii) unless otherwise noted, the Contract Price reflects the fee, if any, paid to Broker, and (iii) Broker is acting on Customer's behalf as Customer's representative and is not a representative or agent of CNEG. Customer further authorizes CNEG to utilize Customer's name for publicity and marketing purposes.
- 19. Affirmation; Acknowledgements.** Customer affirms that it has read this Agreement in its entirety and it agrees to the terms and conditions contained herein. Any ambiguity or question of intent or interpretation under this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement. The Parties acknowledge and agree that: (i) CNEG is an independent contractor under this Agreement and except as otherwise explicitly provided in this Agreement, neither Party has the authority to execute documents that purport to bind the other, and nothing in this Agreement will be construed to constitute a joint venture, fiduciary relationship, partnership or other joint undertaking; (ii) TCs and Riders entered into hereunder will constitute "forward contracts" and/or "swap agreements" under the U.S. Bankruptcy Code, as amended, the rights of the Parties under Section 7 above will constitute contractual rights to liquidate them, and the Parties are entities entitled to the rights and protections afforded to "forward contracts" and "swap agreements" by the U.S. Bankruptcy Code; (iii) CNEG is not Customer's consultant or advisor for any purpose including advice regarding the value or advisability of trading in "commodity interests" as defined in the Commodity Exchange Act, 7 U.S.C. §§ 1-25, et seq., as amended (the "CEA"), including futures contracts and commodity options or any other activity which would cause CNEG or any of its affiliates to be considered a commodity trading advisor under the CEA; (iv) each Party is an "eligible contract participant" as that term is defined in the CEA; and (v) Customer is making its own decisions based solely upon its own analysis and the advice of its own advisors, if any.
- 20. Notices.** To be effective, all notices, including termination notices, must be in writing delivered by hand, by certified mail return receipt requested, by first class mail, or express carrier or emailed to the addresses provided in this Agreement. CNEG shall send invoices and TCs to the notice address provided herein unless otherwise directed by Customer. Notice by hand delivery shall be effective on the date it is delivered. Notice by certified mail, return receipt requested, by first class mail, express carrier, or email shall be effective on the date that mail is delivered or its delivery is attempted. A Party may change its address by providing notice of change in accordance herewith or by other means agreed by the Parties.
- 21. Non-Discrimination.** CNEG, its officers, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, the Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
- 22. Independent Contractors.** CNEG hereby acknowledges that its employees and agents are not agents or employees of Kendall County, Illinois when they perform their obligations under this Agreement.
- 23. Conflict of Interest.** Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Client or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Client or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
- 24. Compliance with State and Federal Laws.** CNEG agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
- 25. Certification.** CNEG certifies that CNEG, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act).

CNEG Notice Information

9400 Bunsen Parkway, Suite 100
Louisville, KY 40220
Attention: Contracts Administration
Phone: (502) 426-4500
Facsimile: (502) 214-6381
Email: #CNEGasContracts@constellation.com

Customer Notice Information

Legal Notice Information

Attention: Dan Polvere Title: Facilities Management Director
Address: 804 W. John Street, Suite B, Yorkville, IL 60560
Phone: 630-553-3005 Facsimile:
Email: dpolvere@kendallcountyil.gov

With a copy to:
Attention: Kendall County State's Attorney's Office
Address: 807 W. John Street, Yorkville, IL 60560

For Invoices (if different from Notice Information)

Attention: Title:
Address:
Phone: Facsimile:
Email:

For Transaction Confirmations (if different from Notice Information)

Attention: Title:
Address:
Phone: Facsimile:
Email:

{SIGNATURES FOLLOW ON NEXT PAGE}

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS DOCUMENT THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES.

CNEG Sign: _____

Print Name: _____

Print Title: _____

CUSTOMER Sign: _____

Print Name: _____

Print Title: _____

EXHIBIT A – FORM OF TRANSACTION CONFIRMATION*

**The actual Transaction Confirmation entered into between Customer and CNEG may differ from this form to reflect state regulatory and other local requirements and terms applicable to the Facility. This Form of Transaction Confirmation is for illustrative purposes only and CNEG reserves the right to alter its form of Transaction Confirmation at any time.*

This Transaction Confirmation is delivered pursuant to and in accordance with a Master Retail Natural Gas Supply Agreement effective _____, 20__ (the "Master Agreement"), by and between Constellation NewEnergy – Gas Division, LLC ("CNEG") and _____ ("Customer"), and is subject to and made part of the terms and conditions of such Master Agreement. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Master Agreement.

Trade Date:

Buyer:

Seller:

Facility Name:

Delivery Period:

Nature of Parties' Obligation:

Deal Type:

Contract Quantity/Price:

Month/Yr	Contract Quantity (in MMBtu)	Contract Price

*US\$ Rounded to four decimal places
Plus applicable taxes*

Incremental Pricing:

Delivery Point(s):

Utility:

Default Service: To the extent a Facility continues to receive gas from CNEG beyond the Delivery Period, all such gas will be considered month to month purchases and will be priced at the Market Price.

Special Provisions:

This Transaction Confirmation documents an agreement previously reached by authorized representatives of the Parties. Unless disputed by Customer in writing within two (2) business days of Constellation's execution date, or such time frame as specified in the Master Agreement, it is binding and shall be deemed accepted.

CONSTELLATION NEWENERGY – GAS DIVISION, LLC

CUSTOMER

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

By: SAMPLE _____
Name: NOT FOR EXECUTION _____
Title: _____
Date: _____



Commercial Customer Acknowledgement Form
(Fixed Price)

I confirm that my sales representative explained that he or she is an employee of Constellation NewEnergy - Gas Division, LLC ("Constellation") and has provided me with the following information:

1. I am entering into a contract with Constellation and not with my utility. *My utility will continue to deliver the gas, read my meter, send me one consolidated bill, and provide emergency services.*
2. This contract covers the cost of the natural gas itself. In addition, I will continue to pay regulated delivery costs billed by the utility and any additional taxes that may be imposed.
3. Constellation will supply natural gas at the fixed price per therm indicated on the Commercial Natural Gas Supplier Enrollment Form attached hereto. This price will not change for the term of my contract.
4. I understand that my sales representative is an independent agent of Constellation and does not represent my utility.
5. I will continue to be supplied with natural gas for my business whether or not I sign this contract. If I choose to remain with my utility, the price will continue to be set subject to regulatory tariff provisions.
6. This Commercial Customer Acknowledgement Form, Commercial Natural Gas Supplier Enrollment Form and the Terms and Conditions attached hereto are my complete agreement with Constellation, and the agent has no authority to change or add to that contract.

Questions? Contact us at (855) 465-1244

I have read and agree to this Commercial Customer Acknowledgement Form.

Please Initial Here: _____

FOR INTERNAL USE ONLY



Commercial Natural Gas Supplier Enrollment Form

To: Constellation NewEnergy - Gas Division, LLC

I, County of Kendall, Illinois, a unit of local government
Please print your name as it appears on your utility bill.

acknowledge that I am the account holder, a person legally authorized to execute a contract on behalf of the account holder. I understand that by signing this agreement, I am switching the gas supplier for this account to Constellation and authorize Constellation to initiate service and begin enrollment. I understand that gas purchased for this account by Constellation will be delivered through my utility's delivery system. Complete details on the terms of cancellation are outlined on the accompanying Terms and Conditions.

Contact Name (If different from bill): Dan Polvere

Service Address: (As it appears on your utility bill): 804 W John St Suite B

City: Yorkville State: IL Zip: 60560

Mailing Address (If different from above):

City: State: Zip:

Utility: Nicor Account Number: "See Addendum" Meter # "See Addendum"

* Required: Account Number is 10 digits. Please copy from your utility bill.

For multiple accounts, please attach a listing of all accounts and check here.

Phone: Email: dpolvere@kendallcountyil.gov

Signature: _____ Date: _____

I have read and agree to the Terms and Conditions. Please check here.

Your submission is subject to Constellation's final acceptance of enrollment.

I have carefully selected the following options:

The Primary Term of my agreement shall begin on the date set by my utility after my enrollment during the month of December 2022 and shall continue for 60 months at a rate of \$ 0.6500 per therm. If for some reason we are unable to begin serving during the month specified, the Primary Term will start on the date set by my utility after my enrollment and shall continue for 60 months at a rate of \$0.6500 per therm.

Constellation NewEnergy - Gas Division, LLC

By: _____

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Questions? Contact us at (855) 465-1244 or home@constellation.com
TERMS AND CONDITIONS

1. Constellation Services. I want Constellation NewEnergy - Gas Division, LLC ("Constellation") to supply all the natural gas I need to heat my business and for other related uses. Constellation may cancel this Agreement if my usage of gas changes substantially. I am 18 years of age or older, and I am fully authorized to enter into this Agreement. These terms and conditions, the Enrollment Form or Welcome Letter, and any Renewal Notice (if applicable) reflect my entire Agreement with Constellation ("Agreement") and supersede any oral or written agreements made in connection with this Agreement or my natural gas supply.

2. Local Utility Services. My utility will continue to deliver gas to me, read my meter, and provide emergency and other services it has provided in the past. The natural gas I buy from Constellation will be included in my utility monthly bill or in a separate bill from Constellation.

3. Term. My supply will begin on the day that my utility switches my account to Constellation and will continue for the term indicated in my Enrollment Form or Welcome Letter. This Agreement is subject to the eligibility requirements of my utility, and Constellation may choose not to accept this contract for any reason.

4. Rate. Each month I will pay my bill for my natural gas, which will be calculated by multiplying (i) the rate charged per therm of gas as indicated on my Enrollment form or Welcome Letter by (ii) the amount of gas used in the billing cycle plus (iii) any applicable fees associated with my rate plan plus (iv) applicable taxes, fees, and charges levied by the utility for distribution and other services. This rate may be higher or lower than the utility's rate in any given month. If I am receiving a separate bill from Constellation for my natural gas I will also pay a monthly customer service fee not to exceed \$5.95.

5. Administration Fee. A customer administration charge in the amount listed on my Enrollment Form or Welcome Letter will be added to the monthly bill for natural gas if applicable.

6. Renewal Notice; Notification of Changes. At least 30 days prior to the termination date, Constellation, in its discretion, may offer to renew my contract by mailing me written notification on the same or different conditions, in which case my contract shall automatically renew consistent with the conditions indicated in the notice unless I notify Constellation otherwise prior to the termination of my current Agreement with Constellation. If the renewal notice indicates that this Contract will be renewed at a Monthly Variable Price, the Monthly Variable Price will be set in Constellation's discretion and may vary from month to month based on Constellation's assessment of applicable market conditions, historic and projected supply and hedging costs, prior months pricing and balancing costs, projected average customer bill amounts and utility pricing. My Monthly Variable Price may include the following additional costs: balancing costs, transportation costs, line loss costs, storage costs, pooling charges, credit costs and a profit margin determined in Constellation's discretion that may vary from month to month.

7. Termination. My Agreement with Constellation may be cancelled as follows:

- If I am a commercial customer who consumes more than 5,000 therms annually, the cost recovery fee will be the greater of \$150 or the amount of gas I failed to consume during the remainder of my fixed term, calculated on the basis of prior usage, multiplied by the excess, if any, of my Fixed Rate over the rate at which Constellation can sell such gas at the time of my termination. The cost recovery fee is not a penalty, but compensates Constellation for the cost of buying gas in advance on my behalf.
- If the Illinois Commerce Commission ("ICC") or my utility decides to end or change the program under which I buy gas, Constellation may cancel this contract upon 30 days advance written notice.
- If I fail to pay my natural gas bill in a timely manner my utility may terminate my eligibility for the Select Program and Constellation may terminate this Agreement.
- If I move to a location outside the state of Illinois, or to a location without a transportation service program, or to a location where I do not require gas service, I may cancel this Agreement without penalty.

8. Bill Payment. Constellation may bill me directly and separately from the utility. I will pay Constellation's invoice in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.). If I fail to pay my bill, Constellation may cancel our Agreement by providing me with 15 days written notice.

9. Dispute Resolution. Constellation will refer all complaints to a person who will acknowledge them promptly and work out a mutually satisfactory resolution. If I am still unhappy, I may contact a Constellation supervisor by calling (855) 465-1244, who will respond to me promptly. If my questions are not resolved after I have called Constellation, I may call the ICC toll free at (800) 524-0795 or TTY at (800) 858-9277, from 8:30 A.M. to 5:00 P.M. - weekdays, visit the ICC website at www.icc.illinois.gov or as otherwise specified by the commission. I may also call the Citizens Utility Board ("CUB") toll free at (800) 669-5556 from 8:30 A.M. to 5:30 P.M. weekdays, or visit the CUB website at www.citizensutilityboard.gov or as otherwise specified by the CUB. Nothing contained herein shall be construed as preventing Kendall County from pursuing any claims available to it in a court of competent jurisdiction or administrative body having jurisdiction over such claims. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

10. Emergency. IF I SMELL GAS I SHOULD IMMEDIATELY CALL MY UTILITY AT: NICOR AT (888) 642-6748; PEOPLES AT (866) 556-6001; OR NORTH SHORE AT (866) 556-6004.

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11. Limitations of Liability; Jury Trial and Class Action Waiver. CONSTELLATION WILL NOT BE RESPONSIBLE FOR ANY TYPE OF OR PUNITIVE DAMAGES WHATSOEVER. CONSTELLATION DOES NOT GIVE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BOTH PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT.

12. Force Majeure. Constellation will not be responsible for supplying natural gas to me in the event of circumstances beyond its control such as events of Force Majeure. Such Force Majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war..

13. Insolvency. I acknowledge that this Agreement is a forward contract that you may terminate or liquidate in the event of my insolvency, bankruptcy, or reorganization for the benefit of creditors. In the case of termination or liquidation I will owe you the amount equal to the Cost of Cover as calculated above.

14. Information Release Authorization. Throughout the term, I authorize Constellation to obtain information from the Utility that includes, but is not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future natural gas usage, rate classification, meter readings, characteristics of natural gas service and, when charges hereunder are included on my Utility bill, billing and payment information from the Utility. I authorize Constellation to release such information to third parties that need to know such information in connection with my natural gas service and to Constellation's affiliates and subcontractors. These authorizations shall remain in effect as long as this Agreement is in effect. I may rescind these authorizations at any time by either calling or providing written notice to Constellation. Constellation reserves the right to reject my enrollment or terminate the Agreement in the event these authorizations are rescinded, I fail to meet or maintain satisfactory credit standing as determined by Constellation, or I fail to meet minimum or maximum threshold consumption levels as determined by Constellation. If I fail to remit payment in a timely fashion, Constellation may report the delinquency to a credit-reporting agency.

15. Change in Law. Constellation may pass through or allocate, as the case may be, to you any increase in Constellation's costs related to the natural gas and related products and services to be sold to you that results from the implementation of new, or changes (including changes to pipeline or Utility transportation rates) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, Utility or pipeline business practices or protocol, Utility or pipeline tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Any such increase may be reflected as an increased price or as a separate line item or invoice. If there is a Change in Law which results in Constellation being prevented, prohibited, or frustrated from carrying out the terms of this Agreement, Constellation may terminate this Agreement.

16. Miscellaneous. I understand that there may be delays before Constellation switches my account and that Constellation may choose not to accept this contract for any reason whatsoever. Unless otherwise stated herein, any changes to our Agreement must be made in writing. I authorize Constellation to perform a credit check on me through the utility or by using outside sources. Constellation may ask commercial customers for credit enhancements or adequate assurance of their ability to perform their obligations under this Agreement, which must be provided within 30 days of such request. Customer may not assign this Agreement without Constellation's prior written consent. Constellation may assign this contract to another supplier authorized by the utility provided that Constellation gives me 30 days written notice, and the assignee assumes all of Constellation's responsibilities and duties under this contract. Any required notice shall be deemed to have been made if mailed to the appropriate party at the last known mailing address. For purposes of accounting both parties accept the quantity, quality, and measurement determined by the utility. Except as provided by law, all taxes due and payable with respect to my obligations under this Agreement shall be paid by me.

17. Non-Discrimination. Constellation, its officers, employees, subcontractors, and agents agree not to commit unlawful discrimination/ unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, and all applicable rules and regulations. Constellation, its officers, employees, subcontractors, and agents shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.

18. Independent Contractors. Constellation hereby acknowledges that its employees and agents are not agents or employees of Kendall County, Illinois when they perform their obligations under this Agreement.

19. Conflict of Interest. Both Parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Client or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Client or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

20. Compliance with State and Federal Laws. Constellation agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.

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21. Certification. Constellation certifies that Constellation, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act).

FOR INTERNAL USE ONLY



Addendum - FACILITY LISTING

Facility Location (As it appears on your utility bill)	Utility	Utility Account Number	Meter Number	CNEG Customer ID
111 West Fox Street, Yorkville, IL 60560	NICOR	0765945786	4662342	RG-43617070
105 West Fox Street, Yorkville, IL 60560	NICOR	1715611000	3146629	RG-43617061
6780 Illinois 47, Yorkville, IL 60560	NICOR	2263299079	5146316	RG-43617059
804 John Street, Yorkville, IL 60560	NICOR	5854601000	3844809	RG-43617067
6780 Illinois 47, Yorkville, IL 60560	NICOR	8684611000	4779881	RG-43617058
802 West North Avenue, Chicago, IL 60642	NICOR	8695890000	3408302	RG-43617057
109 West Ridge Street, Yorkville, IL 60560	NICOR	9991601000	5145759	RG-43617062

FOR INTERNAL USE ONLY



November 3, 2022

To Whom It May Concern,

This letter is to serve as a formal request to inform the County Board that CASA Kendall County will be requesting our first 1 year option on our 2022 lease for our office space in the Kendall County Health Department Building. This space is critical to our operation and is much appreciated. Please let me know if anything additional is needed from us to complete this process.

With thanks,

Amy McNamara
Executive Director
CASA Kendall County

COUNTY OF KANE

OFFICE OF COMMUNITY REINVESTMENT
Workforce Development Division

Scott Berger, Director

Renee Renken, Assistant Director for Workforce Development



Illinois workNet Center
143 First Street
Batavia IL 60510
Fax: 630-966-1172
www.countyofkane.org

October 26, 2022

Dan Polvere, Director
Kendall County Facilities Management
804 John Street, Suite B
Yorkville, IL 60560

Re: Lease for Workforce Development Program

Dear Mr. Polvere,

As you know, our Workforce Development Program has leased office space on the second floor of Kendall County's Health and Human Services Building (Office Nos. 221, 223 and 225) for several years. Our records indicate that the current lease for that space will expire on December 31, 2022.

As we have done in the past, we would appreciate having the option to renew the current lease for an additional year. The purpose of this letter, therefore, is to formally request a one-year extension of our current lease commencing on January 1, 2023. Assuming that is acceptable to you, please send us the necessary lease document, and we will gladly sign and return it to you promptly.

Thank you in advance, for your consideration of our request. Please don't hesitate to contact me at 630.208.5351 or bergerscott@countyofkane.org if you have any questions or need any additional information.

Sincerely,

Scott Berger
Director