

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 164

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING AND AUTHORIZING THE CITY'S PURCHASE OF ELECTRICITY SUPPLY FOR STREETLIGHTS LOCATED WITHIN THE CITY OF STRONGSVILLE, FROM CONSTELLATION NEWENERGY, INC. THROUGH THE SOURCING ALLIANCE, A COUNCIL OF GOVERNMENTS, WITHOUT PUBLIC BIDDING; AUTHORIZING THE MAYOR TO EXECUTE AN ELECTRICITY SUPPLY AGREEMENT AND RELATED DOCUMENTS WITH CONSTELLATION NEWENERGY, INC. FOR THIS PURPOSE, AND DECLARING AN EMERGENCY, **AS AMENDED.**

WHEREAS, in 2013, Council passed Ordinance Nos. 2013-251 and 2013-252 authorizing purchase of electricity through the Sourcing Office from various pre-bid suppliers for a number of municipal facilities; and

WHEREAS, due to a change in name, the "Sourcing Office" became the "Sourcing Alliance" in 2014, and through Ordinance No. 2014-098, the City of Strongsville executed a Sourcing Alliance Network Membership Agreement; and

WHEREAS, in 2015, Council passed Ordinance No. 2015-056 authorizing the purchase of electricity supply for streetlights located within the City of Strongsville through the aforementioned Sourcing Alliance; and

WHEREAS, it is estimated that proceeding again in this manner to purchase electricity for all of the streetlights located within the City of Strongsville utilizing over 1.5 million kilowatt hours per year, will be more advantageous financially than the City attempting to purchase supplies of electricity on its own for such purpose, and will be in the best interest of the City; and

WHEREAS, the proposed purchases of electrical power are authorized by Ohio Revised Code Chapter 167 and Section 9.48 without the necessity of competitive bidding by the City.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO, BY UNANIMOUS AFFIRMATIVE VOTE:

Section 1. That consistent with Section 9.48 of the Ohio Revised Code, this Council finds and determines, as set out in Article V, § 5 of the City Charter, that it would be in the best interests of the City to purchase electricity for the streetlights within

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2016 – 164
Page 2


the City for a thirteen (13) month period commencing in December, 2017 through January, 2019, from **CONSTELLATION NEWENERGY, INC.**, a supplier of electricity through the **SOURCING ALLIANCE**, a non-profit Council of Governments, with which the City maintains a membership and an Agreement, without public bidding, for the continued and efficient operation of such municipal streetlights, for the benefit of the public health, safety and welfare, and to conserve public funds.

Section 2. That for the reasons aforesaid, and pursuant to the legal authority cited above, this Council hereby approves the purchase of electricity from the above supplier for the aforesaid municipal streetlights during a thirteen (13) month period commencing in December, 2017 through January, 2019, and therefore, hereby approves and authorizes the Mayor to enter into an **Ohio** Electricity Supply Agreement ~~— Fixed Price Solutions~~ with **CONSTELLATION NEWENERGY, INC.**, in the form attached hereto as Exhibit A and incorporated herein, but subject to final approval of the Law Director, and at the unit prices initially as reflected on the Constellation NewEnergy, Inc. price proposals also attached and incorporated herein by reference, but in any event in a total amount not to exceed \$184,000.00 during the period of the Agreement.

Section 3. That the funds for the purpose of the aforesaid agreement and expenditures have been appropriated for the first year and shall be paid for all years of the agreement from the General Fund and Street Construction, Maintenance and Repair Fund.

Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements.

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to enter into said Agreement in order to continue operation of City streetlights without interruption, to enhance safety within the City, to take advantage of extremely competitive prices for electrical power, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.



President of Council

Approved: 

Mayor

Date Passed: September 6, 2016

Date Approved: 9-6-16

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2016 - 164
Page 3

	<u>Yea</u>	<u>Nay</u>
Carbone	<u>✓</u>	_____
Daymut	<u>✓</u>	_____
DeMio	<u>✓</u>	_____
Dooner	<u>✓</u>	_____
Schonhut	<u>✓</u>	_____
Short	<u>✓</u>	_____
Southworth	<u>✓</u>	_____

Attest: Aimee Pientka
Clerk of Council

ORD. No. 2016-164 Amended: 09-06-16
1st Rdg. 09-06-16 Ref: _____
2nd Rdg. Suspended Ref: _____
3rd Rdg. Suspended Ref: _____

Pub Hrg. _____ Ref: _____
Adopted: 09-16-16 Defeated: _____

as amended



Agreement is Not
Valid Unless
Executed by Seller

**Constellation NewEnergy, Inc.
Ohio Electricity Supply Agreement**

CITY OF STRONGSVILLE ("Customer") AND Constellation NewEnergy, Inc. ("Seller") AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions ("Agreement"); generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below ("Account"). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under the Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under the Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. The UDC charges (if any) and Taxes are charged to you as a "pass-through," which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Affirmative Consent. You expressly provide your affirmative consent to modify the Price as described in the Change in Law provision in Section 5 of the General Terms and Conditions below.

Cost Components. For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1 Definitions of the General Terms and Conditions. If a cost component below is listed as "Included in Price subject to Change in Law" then such cost(s) are included in the contract price(s) in the Account Schedule below and are only subject to change if there is a change in law as described in Section 5 of the General Terms and Conditions below.

Energy Costs	Included in Price subject to Change in Law
Ancillary Services And Other ISO Costs	Included in Price subject to Change in Law
Auction Revenue Rights Credits	Included in Price subject to Change in Law
Capacity Costs	Included in Price subject to Change in Law
Transmission Costs	Not Applicable
Transmission Loss Credits	Included in Price subject to Change in Law
Line Loss Costs	Included in Price subject to Change in Law
FERC Order 745 Costs	Included in Price subject to Change in Law

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 Not Applicable to this Agreement. Except in the case of Transmission Costs, all other costs listed above as "Included in Price subject to Change in Law" may be subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below.

Cost Components invoiced directly by the UDC. The extent any of the Cost Components above are "Not Applicable", it means that charges for those Cost Components will be invoiced directly by the UDC ("UDC Charges"). If during the term of this Agreement, some or all of the UDC Charges are no longer invoiced by the UDC, we will pass those charges through to you.

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EX. A

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed the Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") (or in NYISO Zone J, the ISO-published Day Ahead LMP) + \$.015000/kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty-one (21) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less.

Certain Warranties. You warrant and represent that for Account(s) located in the State of Ohio, the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1221 Lamar St. Suite 750, Houston, TX 77010, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 888-635-0827, or by e-mail at CustomerCare@Constellation.com. Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 888-635-0827. We reserve the right to cancel this Agreement in the event you rescind the authorization.

Conditions of Service. For Account(s) located in the State of Ohio, in order for us to perform under this Agreement, you must comply with the terms of the UDC's tariffs and the Account(s) must be successfully enrolled in our name with a switch date assigned by the UDC (the "Conditions of Service"). Those terms, in part, require you to: (a) if applicable, enter into agreements with UDC for distribution service and (b) provide communication link(s) for any interval meter installed or to be installed by the UDC. For accounts located in Dayton Power & Light service territory, interval meters are required if the most recent 12-month period peak demand is equal or greater than 100 kW. For Accounts located in the AEP Ohio or Duke Energy Ohio service territory, interval meters meeting the UDC's requirements and a dedicated analog phone line are required if the most recent 12-month period peak demand is greater than 200kW. You are responsible for the incremental costs of the interval meters and dedicated phone line (as applicable) and the incremental costs associated with the installation of the required interval metering and dedicated phone line (as applicable). You must sign and submit to the UDC, with a copy to us, a work order request before we can enroll the Account. Should you fail to install the required equipment, you acknowledge that the UDC may choose to switch your Account(s) back to UDC service.

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Environmental Disclosure Information. For Account(s) located in the State of Ohio, our electricity supply may be purchased from any number of sources. We are not purporting to sell power from a specific source—e.g. renewable fuels. Data concerning the generation resource mix and environmental characteristics of our electricity products is included as Exhibit A hereto and incorporated herein by reference and will be made available periodically with our invoices and is available upon request.

Right to Rescission. For Account(s) located in the State of Ohio, if your Account(s) is classified by the UDC as a "Small Commercial Customer" (defined as a commercial or industrial customer using less than 700,000 kWh annually and not part of a national account with multiple facilities in one or more states), you will receive a confirmation notice from your UDC indicating your selection of Seller as your Competitive Retail Electric Service Supplier ("CRES Supplier"). Upon receipt of the notice, you may rescind this Agreement without penalty at any time within the 7-day rescission period by following the instructions provided by the UDC. You must write or call the UDC to submit your rescission request by following the instructions on the UDC notice.

Right to Cancel. For Account(s) located in the State of Ohio, if you are a Small Commercial Customer and you move outside of where we provide service or into an area where we charge a different price, either of us may terminate the Agreement without penalty. **We have the right to terminate this Agreement for any failure by you to comply with any material obligations as more specifically set forth in Sections 3 and 4 of our General Terms and Conditions attached hereto. If you are a Small Commercial Customer, we have to provide you 14 days prior written notice if we exercise our rights to terminate this Agreement pursuant to our rights set forth in Section 4 of our General Terms and Conditions attached hereto. Also, as a Small Commercial Customer, if we fail to comply with any material obligations, you may also terminate the Agreement and are entitled to the same remedies available to us, including those set forth in Section 4 of the General Terms and Conditions.** Should the Agreement be canceled, terminated or expired, you agree to remit full payment, without offset or reduction of any kind, within 21 days of a final invoice date, of all outstanding charges, inclusive of all applicable fees and collection costs. Upon cancellation of this Agreement, your electric service will automatically default to the UDC's Standard Service Offer supply unless you select another CRES Supplier. You acknowledge that taking service under the UDC's Standard Service Offer supply will mean a return to regulated electric service, including energy, transmission and distribution services provided by the UDC under its applicable tariffs. Such UDC service does not necessarily entitle you to the same rates, terms and conditions that apply to other customers served by the UDC.

Right to Request/Release Information. For Account(s) located in the State of Ohio, you may request, twice within a 12-month period, up to 24 months of your payment history information with Seller without charge from Seller. Seller is prohibited from disclosing Small Commercial Customer's social security number or UDC account number without the Customer's affirmative written consent, except for Seller's collections and credit reporting, any participation in programs subject to the universal service fund pursuant to Section 4928.54 of the Ohio Revised Code, or assigning this Agreement to another CRES Supplier pursuant to the assignment provisions of this Agreement.

Right to Renew. For Account(s) located in the State of Ohio, if you are a Small Commercial Customer, you also acknowledge and agree that if for any reason you fail to renew this Agreement and/or if any Account(s) remain designated at the UDC as being served by us, we may continue to serve your Account(s) on a month-to-month basis at the Holdover Rate described in the Term Section above, even though such Holdover Rate is a change in your price under this Agreement.

Budget Billing/UDC Billing. For Account(s) located in the State of Ohio, Seller does not offer budget billing. Your failure to timely pay all applicable UDC charges to the UDC may result in your Account(s) being disconnected. **You acknowledge that your price is in addition to any amount that may be charged to you by your UDC as a switching fee pursuant to us enrolling your Account(s) with such UDC.**

Customer Complaints. For Account(s) located in the State of Ohio, any complaints or disputes regarding your service may be directed to our Customer Service at the contact information listed below. If your complaints are not resolved after you have called us and/or your UDC (at the contact information provided below), or for general UDC information, you may call the Public Utilities Commission of Ohio (PUCO) for assistance toll free at 800-686-7826 or 614-466-3292, or for TTY toll free at 800-686-1570 from 8:00 am to 5:00 pm EPT week days, or visit the PUCO website at www.PUCO.ohio.gov.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Cleveland Electric Illuminating	CEI	1-888-544-4877

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

Customer: City of Strongsville

By:

By:

Name:

Name: Thomas P. Perciak, Mayor

Title:

Title:

Address: 1221 Lamar St Suite 750
Houston, TX 77010
Attn: Contracts Administration

Date: 
Address: 16099 FOLTZ PKWY
STRONGSVILLE, OH 441495501

Fax: 888-829-8738

Fax:

Phone: 888-635-0827

Phone:

Email:

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General Terms and Conditions

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 Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we 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 us 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 us.

"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).

"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 Section 5 of the General Terms and Conditions of this Agreement

"ISO" means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

"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 "Included in Price subject to Change in Law," 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 price or locational marginal price for the corresponding usage.

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

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

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

"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, established 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.

"Taxes" means 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 electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

"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.

"UDC" means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

"UDC Charges" means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

2. Cash deposit and other security. At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or require that

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Errors and omissions excepted. Std. Short Form_v.2010 Rev Mar-01-2016 ()

Sales Rep: Laura Murphy

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you compensate us for all losses we sustain due to your default, including the following:

- payment of all amounts you owe us for electricity provided to you;
- when the Agreement is terminated early (entirely or as to certain Accounts), payment of an amount (that we will calculate using our reasonable judgment) equal to the positive difference between (A) the dollar amount you would have paid to us under this Agreement had it not been terminated early and (B) the dollar amount we could resell such electricity for to a third party under then-current market conditions; and
- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in tariff or law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) 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, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate the Agreement without penalty upon 30 days' written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

****EACH PARTY (THE "INDEMNIFYING PARTY") WILL DEFEND, INDEMNIFY AND HOLD THE OTHER PARTY HARMLESS FROM ANY AND ALL CLAIMS (INCLUDING CLAIMS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE), LOSSES, EXPENSES (INCLUDING**

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to our affiliates and such affiliates' employees, agents, advisors, and independent contractors. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement 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

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Errors and omissions excepted. Std. Short Form_v.2010 Rev Mar-01-2016 ()

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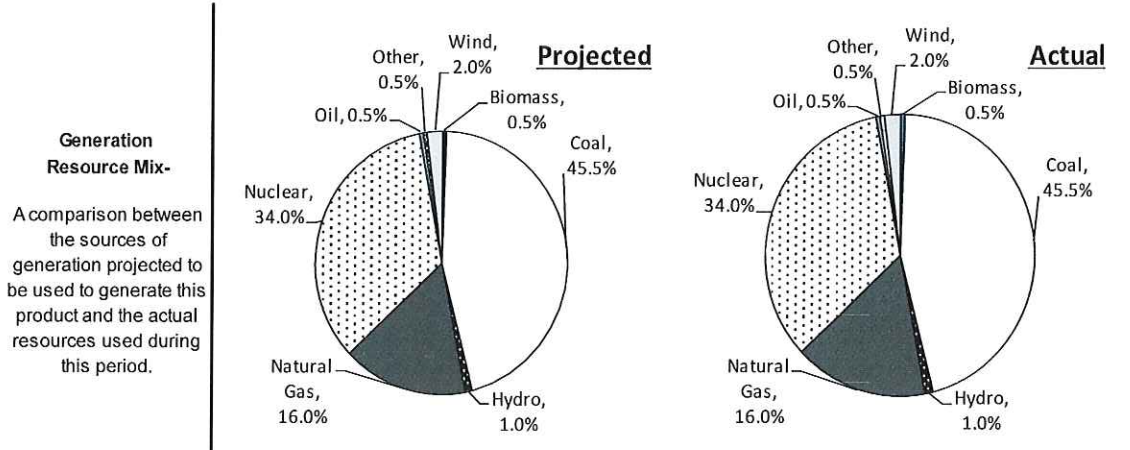
REASONABLE ATTORNEYS' FEES), DAMAGES, SUITS, CAUSES OF ACTION, AND JUDGMENTS OF ANY KIND TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFYING PARTY, AND WITH RESPECT TO THE CITY, TO THE FULLEST EXTENT OF THE LAW AND SUBJECT TO FUTURE APPROPRIATION.

TPP 

deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. 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. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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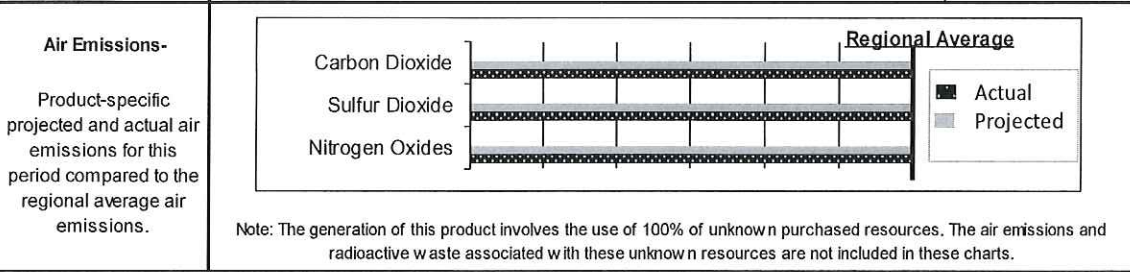
Constellation NewEnergy, Inc.
Projected Data for 2015 Calendar Year
Actual Data for the Period 01/01/15 to 9/30/2015



Environmental Characteristics-

A description of the characteristics associated with each possible generation resource.

Biomass Power	Air Emissions and Solid Waste
Coal Power	Air Emissions and Solid Waste
Hydro Power	Wildlife Impacts
Natural Gas Power	Air Emissions and Solid Waste
Nuclear Power	Radioactive Waste
Oil Power	Air Emissions and Solid Waste
Other Sources	Unknown Impacts
Solar Power	No Significant Impacts
Unknown Purchased Resources	Unknown Impacts
Wind Power	Wildlife Impacts



Radioactive Waste-

Radioactive waste associated with the product.

Type:	Quantity:
High-Level Radioactive Waste	unknown Lbs /1,000 kWh
Low-Level Radioactive Waste	unknown Ft ³ /1,000 kWh

Note: The generation of this product involves the use of 100% of unknown purchased resources. The air emissions and radioactive waste associated with these unknown resources are not included in these charts.

With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact Constellation by phone at (888) 635-0827 or at www.constellation.com.

Dec-15

ACCOUNT SCHEDULE:
For: City of Strongsville
The Pricing set forth below is only valid until 5:00 PM Central Prevailing Time on September 6, 2016

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We 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 or 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: 1

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
CEI	08007882491340000038	18688 ROYALTON RD, STRONGSVILLE, OH 441365127	12/31/17	01/30/19	\$0.03782

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

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

- We are making a payment to On-Demand Energy, LP in connection with its efforts to facilitate our entering into this Agreement, and
- Your price reflects the fee we are paying to On-Demand Energy, LP
- On-Demand Energy, LP is acting on your behalf as your representative and is **not** a representative or agent of ours.
- You should direct any questions regarding such fee to On-Demand Energy, LP.

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Sales Rep: Laura Murphy

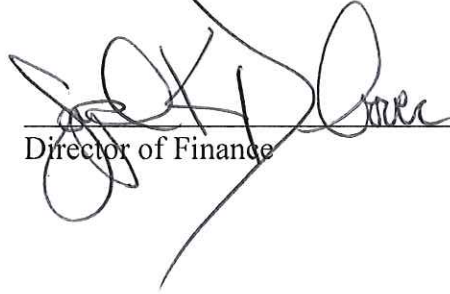
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Printed: 9/6/2016

CERTIFICATION OF FUNDS

I, Joseph K. Dubovec, Director of Finance for the City of Strongsville, Ohio hereby certify that the monies required to meet the requirements of this Electricity Supply Agreement will be subject to future annual appropriations by City Council providing for payment of such obligations from the City's General Fund, and Street Construction, Maintenance and Repair Fund, free from prior encumbrance and in accordance with law.

September 6, 2016
Date



Director of Finance

CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing Electricity Supply Agreement this 6th day of September, 2016.



Neal M. Jamison, Law Director