

MEMORANDUM

TO: Mayor Diane Wolfe Marlin and Members of City Council

FROM: William R. Gray, Public Works Director

Scott R. Tess, Environmental Sustainability Manager

DATE: October 15, 2018

RE: Electric Supply Agreements for Street Lighting and Commercial Accounts

Action Requested

City Council is requested to take action on two resolutions to authorize the execution of a retail electric supply agreements for City-owned accounts.

Background and Facts

Since electricity supply is no longer a regulated monopoly in Illinois, the City has an opportunity to competitively purchase electricity supply for City-owned street lights. The City Municipal Electric Aggregation broker, Good Energy, has provided brokerage services for street light and small commercial electric supply at no additional cost. Good Energy has solicited pricing from eight retail electric suppliers finding that Calpine Energy Solutions, with local offices in Zion, Illinois, was the low bidder \$0.035 per kWh for lighting accounts and \$0.047 per kWh for the 500,000 kWh of small commercial accounts not currently under contract, both at a 36-month term.

The current contracted rate for the 10 accounts with Homefield Energy is \$0.04246/kWh at a much larger volume of approximately 2.8 million annual kWh for this load and with a very different load profile. The new DS2 accounts are mostly small commercial accounts that are in the municipal electric aggregation pricing. However, moving these over to a commercial contract will be slightly cheaper.

Financial Impact

Street Light Supplier DS5	Price per kWh
Ameren Illinois Pricing	\$0.04104
Low Bid Retail Pricing	\$0.03588

Small Commercial Supplier DS2	Price per kWh
Ameren Illinois Pricing	\$0.05502
Municipal Aggregation Pricing	\$0.05757
Low Bid Retail Pricing	\$0.04793

Recommendations

It is recommended that "A RESOLUTION APPROVING A RETAIL ELECTRICITY SUPPLY AGREEMENT FOR DS2 ACCOUNTS" and "A RESOLUTION APPROVING A RETAIL ELECTRICITY SUPPLY AGREEMENT FOR DS5 ACCOUNTS" be approved.

Attachments:

RESOLUTION NO. <u>2018-10-049R</u>

A RESOLUTION APPROVING A RETAIL ELECTRICITY SUPPLY AGREEMENT FOR DS5 ACCOUNTS

(Electricity Sales and Purchase Agreement)

WHEREAS, the City of Urbana ("City") is an Illinois home rule unit of local government pursuant to Section 6 of Article VII of the Illinois Constitution of 1970 and the Statutes of the State of Illinois; and

WHEREAS, the City has the opportunity to purchase electricity for the operation of its DS5 Accounts at a reasonable per kilowatt price; and

WHEREAS, since the sale of electricity within the State of Illinois is no longer a regulated monopoly, the City has the opportunity to purchase electricity to operate its City-owned street lights with such purchase being at competitive rates; and

WHEREAS, the City and Good Energy, LLC have entered into an electricity aggregation agreement whereby, *inter alia*, Good Energy, LLC serves as the City's broker for obtaining competitive pricing for electricity to operate the City's street lights; and

WHEREAS, Good Energy, LLC has solicited pricing from eight retail electricity suppliers regarding the supply of electricity for the City's street lights; and

WHEREAS, Calpine Energy Solutions, LLC provided the most competitive bid to Good Energy, LLC for providing electricity for the City's street lights; and

WHEREAS, the City Council seeks to approve an Electricity Sales and Purchase Agreement between the City and Calpine Energy Solutions, LLC in substantially the form appended hereto and incorporated herein as an exhibit (hereinafter, "Electricity Supply Agreement").

Section 1.

The Electricity Supply Agreement in substantially the form attached hereto and incorporated herein by reference, shall be and the same is hereby authorized and approved.

Section 2.

The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute on behalf of the City of Urbana, Illinois and deliver the same to the City Clerk of the City of Urbana, Illinois, the latter being and the same being hereby authorized to attest to said execution of the Electricity Supply Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this	, 20	18.
AYES:		
NAYS:		
ABSTAINS:		
	Charles A. Smyth, City Clerk.	
APPROVED BY THE MAYOR OF THE, 2018.	E CITY OF URBANA, ILLINOIS	this day of
	Diane Wolfe Marlin, Mayor.	

RESOLUTION NO. 2018-10-050R

A RESOLUTION APPROVING A RETAIL ELECTRICITY SUPPLY AGREEMENT FOR DS2 ACCOUNTS

(Electricity Sales and Purchase Agreement)

WHEREAS, the City of Urbana ("City") is an Illinois home rule unit of local government pursuant to Section 6 of Article VII of the Illinois Constitution of 1970 and the Statutes of the State of Illinois; and

WHEREAS, the City has the opportunity to purchase electricity for the operation of its DS2 Accounts at a reasonable per kilowatt price; and

WHEREAS, since the sale of electricity within the State of Illinois is no longer a regulated monopoly, the City has the opportunity to purchase electricity to operate its City-owned street lights with such purchase being at competitive rates; and

WHEREAS, the City and Good Energy, LLC have entered into an electricity aggregation agreement whereby, *inter alia*, Good Energy, LLC serves as the City's broker for obtaining competitive pricing for electricity to operate the City's street lights; and

WHEREAS, Good Energy, LLC has solicited pricing from eight retail electricity suppliers regarding the supply of electricity for the City's street lights; and

WHEREAS, Calpine Energy Solutions, LLC provided the most competitive bid to Good Energy, LLC for providing electricity for the City's street lights; and

WHEREAS, the City Council seeks to approve an Electricity Sales and Purchase Agreement between the City and Calpine Energy Solutions, LLC in substantially the form appended hereto and incorporated herein as an exhibit (hereinafter, "Electricity Supply Agreement").

Section 1.

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Section 2.

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PASSED BY THE CITY COUNCIL this	day of, 2018.	
AYES:		
NAYS:		
ABSTAINS:		
	Charles A. Smyth, City Clerk.	
APPROVED BY THE MAYOR OF THE, 2018.	E CITY OF URBANA, ILLINOIS this day	of
	Di W. IS M. II. M.	
	Diane Wolfe Marlin, Mayor.	

Fixed Price, Full Requirements Electricity (MISO)

Reference:

ELECTRICITY SALES AND PURCHASE AGREEMENT Between Calpine Energy Solutions, LLC ("Seller") And City of Urbana ("Buyer") As of October 16, 2018 ("Effective Date") Addendum Date: October 16, 2018

Reference: DS5 Accounts

This Addendum (the "Addendum") supplements the Electricity Sales and Purchase Agreement referred to above (the "Agreement"). The Parties hereby agree to the terms and conditions set forth herein for Buyer's Facilities served at the Delivery Point. Capitalized terms not otherwise defined in this Addendum shall have their meanings set forth elsewhere in the Agreement, including its Appendices.

1. DELIVERY POINT & DELIVERY PERIOD

Sale and Delivery of Electricity will be made to the interconnection point(s) between the RTO Transmission Grid and Buyer's Local Utility ("the Delivery Point"). Delivery to meters at Buyer's facility(ies) will be made by Buyer's Local Utility. This Addendum shall be in full force and effect as of the Addendum Date. The terms set forth herein shall apply from the Start Date through the End Date ("Delivery Period"):

Market Area	Delivery Point	Utility
MISO	Ameren_IL	Ameren_IL

Start Date:	End Date:
Meter Read	Meter Read
November 2018	November 2021

2. CONTRACT PRICE

Buyer shall pay Seller both the **Usage Charges** and the **Demand Charges** as described below. "PT" means "pass through."

<u>Usage Charges</u> – Buyer shall pay the *Electricity Price* for every MWh of usage at the Delivery Point, subject to the Monthly Settlement section below. The Usage Charges reflect the value of surplus Marginal Losses allocations and Auction Revenue Rights allocations assigned by MISO and include electric energy and those components defined as Delivery Services in Section 3.

Electricity Price (\$/MWh)
\$35.88

3. <u>DELIVERY SERVICES</u>

Delivery Services shall include all of the components which are indicated below by an "\sum". Seller shall pass through to Buyer all other charges associated with Electricity delivery to the Delivery Point, including Buyer's Local Utility charges) and System Support Resources charges.

Ancillary Services/ISO Fees/Operational Charges	
Line Losses	
State mandated renewable energy charges (through May 31, 2019 only)	
Revenue Neutrality Uplift/Revenue Sufficiency Guarantee	
Transmission Expansion Planning Charge (MISO Schedule 26 A)	
Network Transmission Related	
Capacity	

4. MONTHLY SETTLEMENT

Each monthly billing cycle, Seller shall calculate Buyer's invoice based on Buyer's usage as described below. If Line Losses are not included in Section 3, Buyer's metered usage shall be adjusted for Line Losses.

5. CONTRACT QUANTITY

The Contract Quantities for this Transaction are set forth below. If Line Losses are not included in Section 3, Buyer's Baseline Monthly Quantity reflects an adjustment for Line Losses determined at the Delivery Point. The Tariff Based Obligation is based on Buyer's historic peak demand. If Buyer's actual monthly peak demand adjusted for Line Losses exceeds the monthly Tariff Based Obligations, Seller may charge Buyer for additional costs that result from the deviation. The Capacity Obligation is based on Buyer's peak load contribution and reflects the appropriate scalar adjustments. If Buyer's actual Capacity Obligation exceeds the Capacity Obligation in effect as of the Addendum Date, Seller may pass through any additional costs that result from the deviation.

Contract Quantities			
Month	Buyer's Baseline Monthly Quantity (MWh)	Tariff Based Obligation (MW)	Capacity Obligation (MW)
10/2018	15	0.00	0.00
11/2018	128	0.00	0.00
12/2018	270	0.10	0.00
1/2019	265	0.06	0.00
2/2019	223	0.14	0.00
3/2019	222	0.10	0.00
4/2019	194	0.00	0.00
5/2019	175	0.00	0.00
6/2019	162	0.00	0.00
7/2019	176	0.00	0.00
8/2019	195	0.00	0.00
9/2019	210	0.00	0.00
10/2019	242	0.00	0.00
11/2019	255	0.00	0.00
12/2019	270	0.10	0.00
1/2020	264	0.06	0.00
2/2020	231	0.14	0.00
3/2020	221	0.10	0.00
4/2020	192	0.00	0.00
5/2020	173	0.00	0.00
6/2020	162	0.00	0.00
7/2020	177	0.00	0.00
8/2020	196	0.00	0.00
9/2020	211	0.00	0.00
10/2020	244	0.00	0.00
11/2020	256	0.00	0.00
12/2020	270	0.10	0.00
1/2021	265	0.06	0.00
2/2021	226	0.14	0.00
3/2021	225	0.10	0.00
4/2021	197	0.00	0.00
5/2021	178	0.00	0.00
6/2021	162	0.00	0.00
7/2021	174	0.00	0.00
8/2021	192	0.00	0.00
9/2021	208	0.00	0.00
10/2021	226	0.00	0.00
11/2021	129	0.00	0.00

6. CHANGE IN CIRCUMSTANCES

The Contract Price and all other terms and conditions of this Addendum are established in reliance on the information provided to Seller concerning Buyer's load requirements. Any incremental costs incurred by Seller as a result of inaccuracies in any such information provided to Seller or due to a change in how Buyer's usage is metered may be passed through to Buyer.

The Contract Price and all other terms and conditions of this Addendum are established in reliance on the existing Laws, rates, charges, Capacity and Tariff Based Obligations, RTO operations, market structure, congestion zone design and protocols that are in effect as of the Addendum Date. The Contract Price may also include costs for RTO provided services. In the event of changes in the above that cause additional costs to Seller, Seller may pass through such costs to Buyer.

7. DEMAND RESPONSE

If Buyer participates in any demand response programs, Buyer shall notify Seller and reimburse Seller for any costs incurred by Seller as a result of Buyer's participation.

8. MATERIAL CHANGE

Buyer shall be responsible to Seller for any Costs and Losses incurred by Seller as a result of a Material Change in Buyer's Usage. Costs and Losses will be calculated based on the usage deviation from Buyer's Baseline Monthly Quantity starting from the beginning of the Material Change in Buyer's Usage. For the purposes of this Addendum, a "Material Change in Buyer's Usage" shall mean either (a) at least a 10% increase in actual monthly usage from Buyer's Baseline Monthly Quantity for three (3) or more consecutive months; or (b) at least a 10% decrease in actual monthly usage from Buyer's Baseline Monthly Quantity for three (3) or more consecutive months.

8.	BROKER FEES Buyer hereby acknowledges that a third party broker has been used for this transaction and that the pricing set forth in this Addendum includes the compensation paid to the broker by Seller on Buyer's behalf.		
	As supplemented by this Addendum including its Schedules, if any, all other Terms and Conditions contained in Agreement remain in full force and effect	the	
	This Addendum is subject to the Schedule(s) identified below:		

CALPINE ENERGY SOLUTIONS, LLC	CITY OF URBANA	
Sign:	Sign:	
Print:	Print:	
Title:	Title:	_

For Seller's Use Only
Internal Point:

APPENDIX II ENROLLMENT FORM

FOR THE ELECTRICITY SALES AND PURCHASE AGREEMENT BETWEEN CALPINE ENERGY SOLUTIONS, LLC ("SELLER") AND

City of Urbana ("BUYER")
AS OF October 16, 2018 ("EFFECTIVE DATE")
APPENDIX DATE: October 16, 2018

Reference: DS5 Accounts

Market Area	Delivery Point	Buyer's Local Utility
MISO	Ameren_IL	Ameren_IL

1. CUSTOMER ACCOUNTS

No	Account Number	Meter Number	Address	City	Zip
1	0137116001	94122457			
2	0381058096	07633511			
3	0400580019	72510041			
4	0425088004	72623182			
5	0431514890	72536245			
6	0458872014	40496596_U NMETERED			
7	0505364017	72685574			
8	0594392650	72536430			
9	0624345779	72718398			
10	0650447370	40599529_U NMETERED			
11	0799618252	72828204			
12	1018173137	40799905_U NMETERED			
13	1170714098	72721981			
14	1172639853	72551984			
15	1174527854	06350178			
16	1174527854	40883236_U NMETERED			
17	1179323378	72848242			
18	1216658578	72530300			

19	1258279533	72629381		
20	1395112339	72542929		
21	1575076492	72509228		
22	1758410738	41201338_U NMETERED		
23	1822130731	72988054		
24	1844003212	72773376		
25	1900142893	72547005		
26	2107690738	72645615		
27	2191310251	93956738		
28	2261883696	72544696		
29	2262893772	72629379		
30	2546282571	72712920		
31	2656220813	72507450		
32	2775086020	72847933		
33	2786889295	72850523		
34	2918586735	72988073		
35	2932624017	72552121		
36	3097767373	72535432		
37	3231088496	72623901		
38	3343896491	91742992		
39	3526692656	91745598		
40	3595632976	72548402		
41	3713038252	72546361		
42	3974145009	72848523		
43	3995350898	72849328		
44	4182096007	72620453		
45	4196328490	72521195		
46	4255111379	72619576		
			5	

47	4295429611	72538310	
48	4375065451	72623943	
49	4481076659	72646006	
50	4653101778	91705182	
51	4693325612	72544548	
52	4710204335	72541642	
53	4715471857	73051297	
54	4742356977	72594668	
55	4798326734	72847940	
56	4861942896	72510014	
57	4952793456	94044313	
58	5136675216	72712162	
59	5268400978	43119778_U NMETERED	
60	5353247699	72544533	
61	5465404333	72521676	
62	5603112001	15772290_U NMETERED	
63	5648351532	72539235	
64	5835282414	72835704	
65	5842136016	91710805	
66	6024667696	43552207_U NMETERED	
67	6118416333	43606381_U NMETERED	
68	6184543536	72848454	
69	6418797130	72852444	
70	6590104811	72536161	
71	6628176331	72684740	
72	6963909933	72618989	
73	7053014097	72507615	
74	7281792494	72620688	

75	7303844332	72634696	
76	7367961003	72986369	
77	7414292334	07865359	
78	7470479215	44392249_U NMETERED	
79	7630458898	92264855	
80	7673486411	72863704	
81	7764355853	72715458	
82	7903180493	72728668	
83	8011863210	72749380	
84	8012259693	72721979	
85	8128173459	72848243	
86	8275418578	72618603	
87	8338166257	72540189	
88	8546601454	72749382	
89	8597483058	91784642	
90	8849021294	06576989	
91	9326213290	72852018	
92	9640895690	45626548_U NMETERED	
93	9655272815	45634327_U NMETERED	
94	9663391218	72846310	
95	9875630736	72652018	
96	9905083537	72519714	
97	9961081612	91737066	

2. ACCOUNT INFORMATION

Buyer represents that the account information listed above is for Buyer's own account(s) with Buyer's Local Utility. Buyer acknowledges that Seller will rely on the accuracy of the account information listed above in performing its obligations under this Agreement.

3. DOCUMENTATION

Buyer authorizes Seller, and Buyer assumes responsibility for preparing and submitting to Buyer's Local Utility any required documents appointing Seller as Buyer's energy service provider, substantially in the form provided by Seller, and any other documents reasonably required for Seller to act as limited agent of Buyer, including authorizing the release of customer-specific information to Seller. Buyer will provide Seller with all account information and other documents required to appoint Seller as Buyer's energy service provider no later than three (3) business days prior to any deadline

designated by Buyer's Local Utility. Costs and expenses incurred by Seller as a result of a delayed or unsuccessful enrollment of Buyer as Seller's customer will be Buyer's sole responsibility, provided that the delay or failure is not a direct result of any action or inaction by Seller. Buyer represents to Seller that it can and will be enrolled on the Start Date for the sale and purchase of Electricity.

CALPINE ENERGY SOLUTIONS, LLC	CITY OF URBANA
Sign:	Sign:
Print:	Print:
Title:	Title:

Fixed Price, Full Requirements Electricity (MISO)

Reference:

ELECTRICITY SALES AND PURCHASE AGREEMENT Between Calpine Energy Solutions, LLC ("Seller") And City of Urbana ("Buyer") As of October 16, 2018 ("Effective Date") Addendum Date: October 16, 2018

Reference: DS2 Accounts

This Addendum (the "Addendum") supplements the Electricity Sales and Purchase Agreement referred to above (the "Agreement"). The Parties hereby agree to the terms and conditions set forth herein for Buyer's Facilities served at the Delivery Point. Capitalized terms not otherwise defined in this Addendum shall have their meanings set forth elsewhere in the Agreement, including its Appendices.

1. DELIVERY POINT & DELIVERY PERIOD

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Market Area	Delivery Point	Utility
MISO	Ameren IL	Ameren IL

Start Date:	End Date:
Meter Read	Meter Read
November 2018	November 2021

2. CONTRACT PRICE

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<u>Usage Charges</u> – Buyer shall pay the *Electricity Price* for every MWh of usage at the Delivery Point, subject to the Monthly Settlement section below. The Usage Charges reflect the value of surplus Marginal Losses allocations and Auction Revenue Rights allocations assigned by MISO and include electric energy and those components defined as Delivery Services in Section 3.

Electricity Price (\$/MWh)
\$47.93

3. DELIVERY SERVICES

Delivery Services shall include all of the components which are indicated below by an "\overline{\su}". Seller shall pass through to Buyer all other charges associated with Electricity delivery to the Delivery Point, including Buyer's Local Utility charges) and System Support Resources charges.

\square	Ancillary Services/ISO Fees/Operational Charges
	Line Losses
	State mandated renewable energy charges (through May 31, 2019 only)
	Revenue Neutrality Uplift/Revenue Sufficiency Guarantee
	Transmission Expansion Planning Charge (MISO Schedule 26 A)
	Network Transmission Related
	Capacity

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Buyer's actual Capacity Obligation exceeds the Capacity Obligation in effect as of the Addendum Date, Seller may pass through any additional costs that result from the deviation.

Contract Quantities			
Month	Buyer's Baseline Monthly Quantity (MWh)	Tariff Based Obligation (MW)	Capacity Obligation (MW)
10/2018	2	.02	.01
11/2018	11	.04	.03
12/2018	21	.05	.03
1/2019	21	.05	.03
2/2019	18	.04	.03
3/2019	17	.04	.03
4/2019	16	.04	.03
5/2019	14	.03	.03
6/2019	14	.03	.03
7/2019	16	.03	.03
8/2019	16	.04	.03
9/2019	17	.04	.03
10/2019	20	.05	.03
11/2019	20	.05	.03
12/2019	21	.05	.03
1/2020	21	.05	.03
2/2020	18	.04	.03
3/2020	17	.04	.03
4/2020	16	.04	.03
5/2020	14	.03	.03
6/2020	14	.03	.03
7/2020	16	.03	.03
8/2020	16	.04	.03
9/2020	17	.04	.03
10/2020	19	.05	.03
11/2020	20	.05	.03
12/2020	21	.05	.03
1/2021	21	.05	.03
2/2021	18	.04	.03
3/2021	18	.04	.03
4/2021	16	.04	.03
5/2021	14	.03	.03
6/2021	14	.03	.03
7/2021	15	.03	.03
8/2021	16	.04	.03
9/2021	17	.04	.03
10/2021	18	.05	.03
11/2021	9	.03	.01

6. CHANGE IN CIRCUMSTANCES

The Contract Price and all other terms and conditions of this Addendum are established in reliance on the information provided to Seller concerning Buyer's load requirements. Any incremental costs incurred by Seller as a result of inaccuracies in any such information provided to Seller or due to a change in how Buyer's usage is metered may be passed through to Buyer.

The Contract Price and all other terms and conditions of this Addendum are established in reliance on the existing Laws, rates, charges, Capacity and Tariff Based Obligations, RTO operations, market structure, congestion zone design and protocols that are in effect as of the Addendum Date. The Contract Price may also include costs for RTO provided services. In the event of changes in the above that cause additional costs to Seller, Seller may pass through such costs to Buyer.

7. <u>DEMAND RESPONSE</u>

If Buyer participates in any demand response programs, Buyer shall notify Seller and reimburse Seller for any costs incurred by Seller as a result of Buyer's participation.

8. MATERIAL CHANGE

Buyer shall be responsible to Seller for any Costs and Losses incurred by Seller as a result of a Material Change in Buyer's Usage. Costs and Losses will be calculated based on the usage deviation from Buyer's Baseline Monthly Quantity starting from the beginning of the Material Change in Buyer's Usage. For the purposes of this Addendum, a "Material Change in Buyer's Usage" shall mean either (a) at least a 10% increase in actual monthly usage from Buyer's Baseline

- Monthly Quantity for three (3) or more consecutive months; or (b) at least a 10% decrease in actual monthly usage from Buyer's Baseline Monthly Quantity for three (3) or more consecutive months.
- **8. BROKER FEES** Buyer hereby acknowledges that a third party broker has been used for this transaction and that the pricing set forth in this Addendum includes the compensation paid to the broker by Seller on Buyer's behalf.

As supplemented by this Addendum including its Schedules, if any, all other Terms and Conditions contained in the Agreement remain in full force and effect

	This Addendum is subject to the Schedule(s) identified below:			
CAL	PINE ENERGY SOLUTIONS, LLC	CITY OF URBANA		
Sign	1:	Sign:		
Prin	t:	Print:		
Title	:	Title:		

For Seller's Use Only
Internal Point:

APPENDIX II ENROLLMENT FORM

FOR THE ELECTRICITY SALES AND PURCHASE AGREEMENT BETWEEN CALPINE ENERGY SOLUTIONS, LLC ("SELLER") AND

City of Urbana ("BUYER")
AS OF October 16, 2018 ("EFFECTIVE DATE")
APPENDIX DATE: October 16, 2018

Reference: DS2 Accounts

Market Area	Delivery Point	Buyer's Local Utility
MISO	Ameren_IL	Ameren_IL

1. CUSTOMER ACCOUNTS

No	Account Number	Meter Number	Address	City	Zip
1	0138142016	72988053			
2	0144134023	72749449			
3	0431060139	72524412			
4	1771485134	41208436_U NMETERED			
5	2643083096	72711930			
6	3081080019	94288125			
7	3207136069	93942832			
8	3914638893	72539187			
9	4064215691	42457924_U NMETERED			
10	4079102579	42465724_U NMETERED			
11	4543437295	42718834_U NMETERED			
12	6102491059	72988063			
13	6102491059	72988064			
14	7117168334	44181690_U NMETERED			
15	7202524814	72639248			
16	7568283007	72739638			
17	8016838097	44716927_U NMETERED			
18	9987173778	72733852			

2. ACCOUNT INFORMATION

Buyer represents that the account information listed above is for Buyer's own account(s) with Buyer's Local Utility. Buyer acknowledges that Seller will rely on the accuracy of the account information listed above in performing its obligations under this Agreement.

3. DOCUMENTATION

Buyer authorizes Seller, and Buyer assumes responsibility for preparing and submitting to Buyer's Local Utility any required documents appointing Seller as Buyer's energy service provider, substantially in the form provided by Seller, and any other documents reasonably required for Seller to act as limited agent of Buyer, including authorizing the release of customer-specific information to Seller. Buyer will provide Seller with all account information and other documents required to appoint Seller as Buyer's energy service provider no later than three (3) business days prior to any deadline designated by Buyer's Local Utility. Costs and expenses incurred by Seller as a result of a delayed or unsuccessful enrollment of Buyer as Seller's customer will be Buyer's sole responsibility, provided that the delay or failure is not a direct result of any action or inaction by Seller. Buyer represents to Seller that it can and will be enrolled on the Start Date for the sale and purchase of Electricity.

CALPINE ENERGY SOLUTIONS, LLC	CITY OF URBANA
Sign:	Sign:
Print:	Print:
Title:	Title: