



May 18, 2017

Bill Wilkey
Nicor Enerchange
3333 Warrenville Road – Suite 300
Lisle, IL 60532

VIA EMAIL – bwilkey@nicorenerchange.com

Re: FOIA Request Dated May 17, 2017 and received May 17, 2017

Subject: Request copies of the current natural gas supply contract/agreement and all transaction confirmations/attachments dealing with the current fixed, basis or index based pricing mechanism. Please provide a copy of the most recent natural gas supply invoicing.

Dear Mr. Wilkey:

This letter will serve as Community Unit School District 308's response to your May 17, 2017 request under the Freedom of Information Act (5 ILCS 140/1 et seq.), in which you asked for the above referenced information. The information responsive to your request is attached.

To promote district transparency and assist others who may have a similar question, this responsive document will be posted online on the district's website. To access it, go to www.sd308.org and select *Our District > Freedom of Information Act Request > FOIA Request Responses*, then select *FOIA ID #17-13*.

Please be advised that to comply with your FOIA request, the district incurred the expense of **\$145.67** comprised of the cost of labor and resources used to search for records responsive to your request. You are not legally required to reimburse the district for the amount incurred.

Please let me know if you have additional questions. Thank you.

A handwritten signature in black ink, appearing to read "Brian Graves".

Brian Graves
Freedom of Information Officer

Account Manager: **Devon Ross**
(920) 617-6137
Devon.Ross@constellation.com

DEAL NO. 151033

Transaction Confirmation

This Transaction Confirmation is delivered pursuant to and in accordance with a Master Natural Gas Agreement ("Gas Supply Agreement"), effective November 06, 2008, by and between Constellation NewEnergy – Gas Division, LLC ("Constellation") and Oswego School District No. 308 ("Customer"), and is subject to and made part of the terms and conditions of such Gas Supply Agreement.

Trade Date: **March 30, 2017**

Buyer: **Oswego School District No. 308**

Seller: **CONSTELLATION NEWENERGY - GAS DIVISION, LLC**

Facility Name: **Oswego School Dist 308 Corporate Sycamore IL PHYS POOL**

Delivery Period: **July 01, 2017 – June 30, 2021 (inclusive)**

Nature of Obligation: **Firm - "Firm" means deliveries and receipts may not be interrupted without liability except for reasons of Force Majeure regardless of the capacity type Constellation uses to receive such gas.**

Deal Type: **Physical Fixed Price**

Contract Quantity/Price :

	Year 2017		Year 2018		Year 2019		Year 2020		Year 2021	
Contract Month	Fixed Amount (MMBtu)	Price	Fixed Amount (MMBtu)	Price	Fixed Amount (MMBtu)	Price	Fixed Amount (MMBtu)	Price	Fixed Amount (MMBtu)	Price
January			21,948	\$2.8849	21,948	\$2.8849	21,948	\$2.8849	21,948	\$2.8849
February			21,526	\$2.8849	21,526	\$2.8849	21,526	\$2.8849	21,526	\$2.8849
March			11,776	\$2.8849	11,776	\$2.8849	11,776	\$2.8849	11,776	\$2.8849
April			6,486	\$2.8849	6,486	\$2.8849	6,486	\$2.8849	6,486	\$2.8849
May			5,026	\$2.8849	5,026	\$2.8849	5,026	\$2.8849	5,026	\$2.8849
June			3,263	\$2.8849	3,263	\$2.8849	3,263	\$2.8849	3,263	\$2.8849
July	4,142	\$2.8849	4,142	\$2.8849	4,142	\$2.8849	4,142	\$2.8849		
August	6,371	\$2.8849	6,371	\$2.8849	6,371	\$2.8849	6,371	\$2.8849		
September	6,292	\$2.8849	6,292	\$2.8849	6,292	\$2.8849	6,292	\$2.8849		
October	6,190	\$2.8849	6,190	\$2.8849	6,190	\$2.8849	6,190	\$2.8849		
November	8,968	\$2.8849	8,968	\$2.8849	8,968	\$2.8849	8,968	\$2.8849		
December	17,494	\$2.8849	17,494	\$2.8849	17,494	\$2.8849	17,494	\$2.8849		

US\$ Rounded to four decimal places

Plus applicable taxes

Volume: 1 MMBtu=10 THERMS

Price: Per MMBtu price / 10=per THERM price

The price referenced herein is inclusive of fuel.

Incremental Pricing: **To be priced in accordance with the terms of the Managed Portfolio Services Rider.**

Pipeline: NGPL

Delivery Point(s): NICOR

Utility: NICOR

LDC Account No(s): 0071840356, 0148590000, 0306259765, 0761439529, 0773292883, 1421801000, 2295403755, 2727501000, 2874925376, 3312011592, 3494120347, 3711801000, 3727501000, 4119105577, 5192808087, 5385568849, 6450204592, 6992901000, 7715011000, 8219558363, 9113901000, 9561111000, 9562201000, 9577601000, 9605091939

Allocation: Constellation will allocate the Contract Quantity listed herein among the Customer's separate facilities or meters at a later date.

Seller's planned billing method for this facility is to bill Buyer based on: Nomination

Default Service: To the extent the facility continues to receive gas from Constellation beyond the Delivery Period, all such gas will be priced in accordance with the terms of the Managed Portfolio Services Rider.

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 other time frame as specified in the Gas Supply Agreement, it is binding and shall be deemed accepted.

Please return via fax to (502) 213-9103 or email to CNEGasConfirmationsKY@Constellation.com.

Constellation NewEnergy-Gas Division, LLC

Oswego School District No. 308

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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AES08633
151033
Manual - LR

**MANAGED PORTFOLIO SERVICES RIDER - ILLINOIS
(NICOR GAS)**

This Managed Portfolio Services Rider - Illinois ("Managed Portfolio Rider") is effective July 1, 2017, ("Managed Portfolio Rider Effective Date"), is made a part of the natural gas agreement entered into on November 6, 2008 ("Master Natural Gas Agreement") between Constellation NewEnergy – Gas Division, LLC ("CNEG") and Oswego School District No. 308 ("Customer"), and is subject to all of the provisions, terms and conditions of the Master Natural Gas Agreement. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Master Natural Gas Agreement. In the event of a conflict between a TC (if any), this Managed Portfolio Rider and the Master Natural Gas Agreement, the terms of the documents shall govern in the order presented in this sentence.

1. **SERVICES.** CNEG will establish a portfolio of services to manage Customer's nominations, purchases and storage based upon Customer's elections with respect to storage management and risk mitigation methods. Customer will provide and Customer will pay for the Managed Portfolio Services set forth below (collectively, the "Services").

a. Account Management

CNEG will designate an Account Manager to provide Managed Portfolio Services. The Account Manager will serve as the Customer's point of contact and manage the relationship between CNEG and the Customer. CNEG will provide Customer with a username and password to access CNEG's secured web-based portal, and CNEG will make available to Customer market, regulatory, and legislative information, in addition to information on products and services, including periodic webinars and conferences. Customer will appoint CNEG as Customer's agent with the utility to receive Customer usage and account information, make utility rate and tariff selections, and manage storage accounts, where applicable, for the accounts identified on Attachment A. If telemetry is indicated on the Attachment A, Customer agrees it must maintain (and if applicable install) a telephone line to Customer's meter(s). As a convenience to Customer, CNEG may arrange for telemetry service and/or repairs and Customer agrees it is responsible for these costs.

b. Storage Programs

On Attachment A, Customer will indicate its selection of either the Storage Release Program or the Managed Storage Program for each account. The terms and conditions of each program are as follows:

i) **Storage Release Program.** Customer will release its storage capacity to CNEG in accordance with the applicable utility tariff. If Customer has gas stored at the commencement of the Storage Release Program, CNEG will purchase gas stored by Customer at the prevailing market price. CNEG will invoice Customer based on actual gas consumed plus the utility's lost and unaccounted for gas factor. Customer will not inject or withdrawal from storage. Customer agrees to maintain its annual utility storage capacity election at 31 days or more. The Storage Release Program is available only to accounts on telemetered rates in the CNEG pool. If an account no longer meets the requirements of a telemetered rate, the account shall be moved to the Managed Storage Program.

OR

ii) **Managed Storage Program.** The Managed Storage Program is a 'pay as delivered', actively managed storage program. CNEG will maintain Customer's storage balance between 8% and 92% of storage capacity, which is Customer's Operational Storage Capacity ("OSC"). CNEG will use commercially reasonable effort to follow the selected injection and withdrawal plan, if any, indicated on the Attachment A.

To the extent that the flow date does not start on April 1 or November 1, the applicable Storage Injection Plan or Storage Withdrawal Plan shall be adjusted pro rata based upon the remaining period from the flow date to the end of the injection or withdrawal season; provided, however injections or withdrawals must meet the requirements of the Utility tariff.

CNEG and Customer acknowledge that the Contract Quantity is based on estimates of use for the current month and the succeeding month, and may be modified by Customer. These factors and others may impact achievement of the planned results of the Managed Storage Program.

c. Delivery

Customer's Contract Quantity will be established prior to the delivery month and is the greater of (a) the quantity of gas with an agreed upon fixed price and (b) a quantity reasonably determined by CNEG to meet Customer's expected use and/or storage objectives. Customer may specify a Contract Quantity provided such modification is provided in writing by the ninth (9th) to last business day of the month preceding delivery by emailing amgas@constellation.com.

The Contract Price will apply to Customer's Contract Quantity, which will be delivered Firm to the Utility citygate identified for each Facility on Attachment A. The Contract Price will be comprised of a combination of transactions memorialized on a written TC, if any, and the CNEG Pool Gas Price. The Contract Price does not include the cost of local distribution or other utility imposed charges that are billed to the Customer by the utility and directly paid by Customer to the utility unless otherwise agreed upon in writing. The Contract Price does not include utility bulletin board charges or utility pooling fees, where applicable, which are billed to Customer as a separate monthly line item by CNEG. "CNEG Pool Gas Price" means a combination of the spot commodity cost of gas as determined by CNEG in its reasonable discretion, all related interstate pipeline charges required to deliver gas to the Utility city gate, the cost of the Services described herein, plus a reasonable market based margin.

Variations in Customer's usage above or below the Contract Quantity in any month will be injected into or withdrawn from Customer's storage where applicable, or charged or credited at the market price unless indicated in the Attachment A. "Forward Month Index" means the index price in NGI's Bidweek Survey, published by Natural Gas Intelligence for the delivery month following delivery, under the column titled 'avg', for volumes delivered to 'Chicago Citygate'. "Gas Daily daily index at the time of purchase" means the applicable midpoint price published in Platt's Gas Daily Price Survey for the day of flow when CNEG purchases or sells gas to accommodate variations in use. Notwithstanding the foregoing, the quantity of gas purchased and received by Customer may be adjusted during the delivery month at the Market Price when OFO mandates are enforced by the transporter/utility as set forth in its tariff.

2. TERM, TERMINATION. The initial term of this Rider will commence upon the Managed Portfolio Rider Effective Date and will continue through the Initial Term End Date indicated in the Attachment A (the "Initial Term"). This Rider will be extended and renewed for additional one (1) month periods automatically, unless terminated by either Party upon thirty (30) days written notice to the other party delivered to each party's respective notice address prior to the annual renewal date. For the avoidance of doubt, Customer acknowledges and agrees that CNEG is performing the Services as an adjunct to the provision of Gas under the Master Natural Gas Agreement, and as such if either party has the right to terminate all or a portion of the Master Natural Gas Agreement in regard to the provision of such Gas, that shall be a basis to terminate this Rider as well. Upon termination of the Master Natural Gas Agreement and provided Customer was a Storage Release Program participant, CNEG may credit Customer with gas and charge Customer a Market Price for gas credited. CNEG shall have no obligation to continue to provide Services if CNEG is no longer supplying Gas to Customer under the Master Natural Gas Agreement.

3. IMPLEMENTATION OF RECOMMENDATIONS. Customer acknowledges and agrees that no guarantees are made or implied with respect to any information or recommendations delivered pursuant to the Services. All decisions in connection with the Services are made by and are the sole responsibility of Customer, and CNEG is entitled to rely on the decisions and approvals made by Customer. CNEG is not acting in the capacity of a fiduciary, broker-dealer, or investment advisor of securities or commodities (including natural gas). Customer acknowledges that CNEG is not in the business of giving, and does not offer legal or tax advice. Customer acknowledges that the price it may ultimately pay for Gas may not be as favorable as the prices Customer might otherwise have paid had Customer made different decisions due to a variety of factors, including without limitation market fluctuations, changes to energy use, and/or other uncontrollable or unanticipated causes.

This Managed Portfolio Rider shall not be binding or enforceable against CNEG unless and until signed by an authorized representative of CNEG. This Rider may be executed by facsimile and in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(SIGNATURES FOLLOW ATTACHMENT A)

**ATTACHMENT A TO THE MANAGED PORTFOLIO SERVICES RIDER - ILLINOIS
(NICOR GAS)**

This Attachment A to the Managed Portfolio Services Rider, effective as of July 1, 2017 is attached to and forms a part of the Managed Portfolio Rider between CNEG and Oswego School District No. 308 ("Customer"), dated November 6, 2008.

With respect to the Managed Storage Program, the available Injection and Withdrawal plans are described in the first table below.

Managed Storage Injection Plan	Managed Storage Withdrawal Plan
Flat In : 1/7 th of Customer's OSC is planned for injection each month (Apr – Oct).	Bell Out : 15%, 20%, 30%, 20%, 15% of available OSC is planned for withdrawal each month Nov – Mar respectively.
Front Loaded : 20% of Customer's OSC is planned for injection Apr – Jun and 10% Jul – Oct.	Front Out : 25%, 25%, 25%, 15%, 10% of available OSC is planned for withdrawal each month Nov – Mar respectively.
Back Loaded : 10% of Customer's OSC is planned for injection Apr – Jul and 20% Aug – Oct.	Flat Out : 20% of available OSC balance is planned for withdrawal each month Nov – Mar respectively.
Hands On : A planned injection volume or set delivery volume will be determined each month by Customer by the ninth (9 th) to last business day of the month preceding the delivery month. In the event such election is not timely made, CNEG shall elect the volume to inject and Customer shall be deemed to have accepted the same.	Hands On : A planned withdrawal volume or set delivery volume will be determined each month by Customer by the ninth (9 th) to last business day of the month preceding the delivery month. In the event such election is not timely made, CNEG shall elect the volume to withdraw and Customer shall be deemed to have accepted the same.

The Managed Portfolio Rider and the identified Storage Program (and Injection/Withdrawal plan, if applicable) applies to the facilities noted below for the term July 1, 2017 through June 30, 2021 ("Initial Term End Date").

Facility location	Utility / Transporter	Telemetry	Utility Account Number	CNEG Account ID	Method of pricing variations in usage	Storage Program selection with Capacity Election or Injection/ Withdrawal Plan
71 STONEHILL ROAD UNIT A, AURORA, IL	NICOR	No	3494120347	RG- 171517	Market Price	Storage Release
10240 HEGGS RD, AURORA, IL	NICOR	No	9577601000	RG-63939	Market Price	Storage Release
161 BOULDER HILL PASS, MONTGOMERY, IL	NICOR	No	1421801000	RG-63940	Market Price	Storage Release
SS JEFFERSON 1 EAST GRANT, OSWEGO, IL	NICOR	No	9113901000	RG-63944	Market Price	Storage Release
260 FOX CHASE DR N, OSWEGO, IL	NICOR	No	3727501000	RG-63946	Market Price	Storage Release
100 SOUTH ROUTE 71, OSWEGO, IL	NICOR	No	6992901000	RG-63948	Market Price	Storage Release
2830 HILLSBORO BLVD, AURORA, IL	NICOR	No	2874925376	RG-63950	Market Price	Storage Release
67 LONGBEACH RD, MONTGOMERY, IL	NICOR	No	3711801000	RG-63952	Market Price	Storage Release
100 OLD POST RD, OSWEGO, IL	NICOR	No	9562201000	RG-63954	Market Price	Storage Release
2290 BARRINGTON DR, AURORA, IL	NICOR	No	2727501000	RG-63957	Market Price	Storage Release
NS BOULDER HILL PASS, MONTGOMERY, IL	NICOR	No	9561111000	RG-63965	Market Price	Storage Release
4175 ROUTE 71, OSWEGO, IL	NICOR	No	0148590000	RG-63968	Market Price	Storage Release
ES FRANKLIN 1 SOUTH POLK, OSWEGO, IL	NICOR	No	7715011000	RG-63971	Market Price	Storage Release
1525 HARVEY RD, OSWEGO, IL	NICOR	No	5385568849	RG-63977	Market Price	Storage Release
2301 LAKEWOOD CRK, MONTGOMERY, IL	NICOR	No	3312011592	RG-63981	Market Price	Storage Release
3650 GROVE RD, OSWEGO, IL	NICOR	No	9605091939	RG-63983	Market Price	Storage Release
520 SECRETARIAT LN, OSWEGO, IL	NICOR	No	0773292883	RG-63985	Market Price	Storage Release
1025 HEGGS ROAD, OSWEGO, IL	NICOR	No	0071840356	RG-63986	Market Price	Storage Release
510 SECRETARIAT LN, OSWEGO, IL	NICOR	No	8219558363	RG-65471	Market Price	Storage Release
26933 W GRANDE PARK BLVD, PLAINFIELD, IL	NICOR	No	2295403755	RG-70549	Market Price	Storage Release
1000 5TH ST, OSWEGO, IL	NICOR	No	5192808087	RG-70634	Market Price	Storage Release

26933 W GRANDE PARK BLVD, PLAINFIELD, IL	NICOR	No	0761439529	RG-76924	Market Price	Storage Release
570 COLCHESTER DR, OSWEGO, IL	NICOR	No	4119105577	RG-76925	Market Price	Storage Release
4001 HUNT CLUB DR, OSWEGO, IL	NICOR	No	0306259765	RG-76926	Market Price	Storage Release
820 PRESTON LN, OSWEGO, IL	NICOR	No	6450204592	RG-76927	Market Price	Storage Release

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

CNEG

Sign and Print Name: David T Donat ^{EW} David T. Donat

Print Title: V.P. Retail Operations

CUSTOMER

Sign and Print Name:  Ali Mehanti 4/5/17

Print Title: Assist. Sup. for Business Serv. + Operations

