

**RESOLUTION 2014-078 Passed: August 25, 2014**

**AUTHORIZING THE MAYOR OF THE CITY OF  
DEKALB, ILLINOIS TO ENTER INTO A  
MEMORANDUM OF UNDERSTANDING WITH  
EXELON GENERATION LLC FOR USE OF THE  
DEKALB TAYLOR MUNICIPAL AIRPORT.**

**BE IT RESOLVED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, as follows:

**Section 1.** That the Mayor of the City of DeKalb be authorized and directed to enter into an Memorandum of Understanding with Exelon Generation, LLC for use of the DeKalb Taylor Municipal Airport during emergencies at the Byron Nuclear Power Station, subject to such changes as shall be acceptable to the Mayor at the recommendation of the City Manager.

**Section 2.** That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor's signature.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois at a regular meeting thereof held on the 25th day of August, 2014 on the Consent Calendar via Omnibus Vote of 8-0 and approved by me as Mayor on the same day. Aye: Jacobson, Finucane, Lash, Snow, Naylor, Baker, O'Leary, Rey.

**ATTEST:**

  
ELIZABETH E. PEERBOOM, City Clerk

  
JOHN A. REY, Mayor



MEMORANDUM OF UNDERSTANDING  
FOR OFFSITE STAGING AREA

This Memorandum of Understanding (“MOU”) dated as of August 25, 2014, by and between Exelon Generation Company, LLC (“EXELON”), a Pennsylvania limited liability company with offices at 4300 Winfield Road, Warrenville IL 60555 and DeKalb Taylor Municipal Airport, City of DeKalb, 3232 Pleasant Street, DeKalb, Illinois 60115 (“OWNER”) (individually a “PARTY” and collectively, the “PARTIES”).

WHEREAS, EXELON is licensed by the U.S. Nuclear Regulatory Commission (“NRC”) to operate the Byron Nuclear Power Station (“STATION”), located at 4450 North German Church Road, Byron, Illinois 61010-9794; and

WHEREAS, EXELON maintains a robust program of operational excellence and preparedness to help maintain the health and safety of its own employees and the public at large in the event of a severe environmental event, which shall be defined as any severe natural phenomena, including among others, earthquakes and floods, that could exceed the protections provided by the design and licensing of a plant or result in design-basis failures that could lead to an extended loss of power to the plant or loss of the ability to manage the temperature of the equipment and facilities at the plant (“Event”); and

WHEREAS, EXELON has contracted with certain vendors to maintain certain additional equipment in remote locations that may require air transport to a staging area near the STATION to support emergency response; and

WHEREAS, EXELON desires to make arrangements to support the delivery of such emergency equipment by utilizing the OWNER’s premises as a receiving and staging area in order to ultimately transport such equipment to the STATION in the event of a severe environmental Event at the STATION (the “PURPOSE”).

NOW, THEREFORE, the PARTIES hereby agree as follows:

1. OWNER shall maintain the following equipment, space and abilities at OWNER’s premises to facilitate the PURPOSE (the equipment, space and abilities altogether, the “FACILITY”):
  - a. Approximately 3 acres of parking area, to support the following space requirements:
    - i. Space for maneuvering, receiving, temporary storage, maintenance and turning areas for deployment of approximately 20 tractor trailers
    - ii. Space for emergency response equipment to off-load, and for repair and refurbishment of emergency response equipment
    - iii. Space for storing and transferring fuel for tractor trailers, other vehicles and helicopters
  - b. A location suitable for use as a helipad and personnel to support heliborne operations

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- c. Covered space of approximately 50 feet by 55 feet for providing emergency food, water, sanitation facilities, first aid, and shelter for emergency responders
  - d. Access to electrical power (temporary or permanent)
  - e. Sufficient lighting for night time operations
  - f. Exelon has reviewed the OWNER facilities and equipment and if EXELON requires different or additional equipment or facilities than those currently available at the FACILITY, EXELON shall provide those at its expense.
2. In the event of a severe environmental event, OWNER agrees to make the FACILITY available for use by EXELON on an as-needed basis. It is anticipated that EXELON's use of the FACILITY shall be non-exclusive, and that the FACILITY may remain open for other uses during EXELON's use.
3. In the event that the OWNER plans to make any changes to reduce the functionality or put limits on the FACILITY, OWNER agrees to advise EXELON of such proposed change no less than 90 days before such change is scheduled to be made. In such event, EXELON may, in its discretion, choose to terminate the agreement or agree to such changes.
4. EXELON agrees to pay OWNER, as follows:
  - a. for use of the FACILITY on a per use basis for actual emergencies at the rate of \$2,500 per day or fraction thereof, starting from the time that Exelon contacts the Facility to activate for an actual emergency, and at a rate to be negotiated for use during emergency drills; and
  - b. for fuel costs for any refueling and for other consumables or materials required at the FACILITY at the normal and customary rate; and
  - c. for airport support staff time, as required to support actual emergencies or emergency drills at the then prevailing wage;
  - d. all as documented per invoice to EXELON;
  - e. payment to be within 45 days of receipt of invoice;
  - f. Any work or services performed or received by EXELON which are subject to the Illinois Prevailing Wage Act (e.g. construction of any facility at the Airport) or any similar state or federal act shall be completed only in strict performance with all such applicable regulations and with payment of the required prevailing wages.
5. Indemnity. EXELON shall, to the fullest extent permitted by law, indemnify, defend upon request, and hold harmless OWNER and its members, officers, directors, employees, agents, representatives, subsidiaries, affiliates, successors, and assigns, and any written lease tenants or contractors of Owner ("Owner Parties") against all losses, claims, damages, expense and liabilities sustained or incurred by the Owner Parties for any damage, harm, loss or injury of any kind, to any property or person (including death), including without limitation, claims by third parties for property losses and injuries or loss to employees of the Owner Parties or of EXELON, arising

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directly out of any act, omission, conduct, negligence or default by EXELON or its respective officers, directors, employees, agents, representative, subsidiaries, successors, or assigns (“Exelon Parties”) and/or arising directly out of or in any manner associated with the PURPOSE or any contact with or encountering of any property, equipment, vehicles, facilities or personnel of the Exelon Parties, regardless of whether any such liability, damage, loss or injury is caused by, results from or arises out of the negligence, fault or other liability of the Exelon Parties or any other party to be indemnified. Owner Parties’ right to indemnification shall specifically include loss or damage to Owner Parties’ property. As either arises directly out of or is in any manner associated with the PURPOSE, EXELON shall also indemnify, hold harmless, and upon request, defend OWNER from (1) any claim, liability, damage, expense, suit, or demand for claims by governmental authorities or others of any actual or asserted failure of EXELON or Exelon Parties to comply with any law, and (2) for damage, harm, loss or injury of any kind arising directly out of actual or alleged contamination, pollution, exposure to any harmful substance, or public or private nuisance. EXELON shall provide OWNER with reasonable advance, written notice, of the settlement of any claims pertaining to or arising out the PURPOSE and shall include OWNER as a released party if requested by OWNER.

6. OWNER agrees to cooperate fully with EXELON in any investigation, claim or proceeding involving EXELON, whether such investigation, claim or proceeding is initiated by Owner Parties, a government agency, or EXELON.
7. Insurance. EXELON shall provide and maintain in effect during the term of this agreement in connection with the PURPOSE the following insurance, which may be self-insured:
  - a. Workers Compensation and Employer’s Liability insurance with statutory limits, as required by the state in which the Work is to be performed.
  - b. Commercial general liability (CGL) insurance (with coverage consistent with ISO CG 00 01 12 04) with a limit of not less than four million dollars (\$4,000,000) per occurrence with a limit of not less than ten million dollars (\$10,000,000.00) per occurrence, covering liability for bodily injury and property damage, arising from premises, operations, independent contractors, personal injury/advertising injury, blanket contractual liability and products/completed operations.
  - c. Automobile liability insurance coverage for owned, non-owned, and hired autos with a limit of not less than two million dollars (\$2,000,000.00) per accident.
  - d. For all of these policies, OWNER shall be added as an Additional Insured providing coverage consistent with ISO Form CG 20 11 10 01. EXELON shall provide OWNER with evidence of this insurance, and shall provide additional documentation whenever any insurance policy procured by EXELON hereunder is renewed or whenever EXELON obtains a new insurance policy hereunder.


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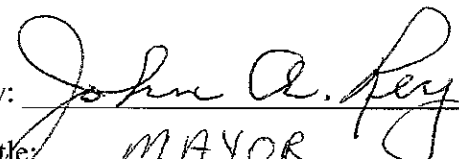
EXELON shall provide evidence of the required insurance coverage and file with OWNER a Certificate of Insurance acceptable to OWNER.

8. Limitation of Liability. IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL EXELON BE LIABLE TO OWNER FOR ANY PUNITIVE OR , INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, WITH INDIRECT OR CONSEQUENTIAL DAMAGES MEANING LOSS OF PROFITS OR REVENUE, OR COST OF CAPITAL, EXCEPT THAT EXELON MAY BE LIABLE FOR LOSS OF PROFITS OR REVENUE THAT IS PROVABLE BY NORMALLY ACCEPTED ACCOUNTING METHODS SOLEY FOR THE ACTUAL WRITTEN LEASE TENANTS OF OWNER. In no event shall EXELON be liable for more than \$10 Million in connection with this MOU.
9. Term and Termination. The term of this MOU shall be three (3) years from the Effective Date. Unless one Party gives notice to the other Party at least 90 days prior to the termination of the initial term that they do not want the MOU to renew, it shall be automatically renewed for successive one-year periods thereafter, provided that either Party may terminate this MOU thereafter by providing at least 90 days written notice to the other Party of such termination.
10. Compliance with Laws. All activities of EXELON in connection with the PURPOSE shall be undertaken in full compliance with all federal, state and local laws and regulations, including the regulations of the Federal Aviation Administration. OWNER shall give notice to EXELON if it becomes aware of or is notified of any possible violation, and shall cooperate with EXELON to bring the activity into compliance. Either Party may terminate this MOU if reasonable resolution of any such compliance with laws issue is not achieved within 60 days.
11. This MOU is for use of the FACILITY only, and does not confer any interest in the real property, nor can it be recorded.

EXELON GENERATION COMPANY, LLC

DeKALB TAYLOR MUNICIPAL  
AIRPORT, CITY OF DeKALB

By:   
Title: Site Vice President  
Date: 8/14/14

By:   
Title: MAYOR  
Date: 8-25-14