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**THE VILLAGE OF COAL CITY**

GRUNDY & WILL COUNTIES, ILLINOIS

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RESOLUTION NUMBER 23-14

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**A RESOLUTION AUTHORIZING ENTRY INTO A SPECIAL POLICE DETAIL  
AGREEMENT TO PROVIDE SECURITY SERVICES AT CONSTELLATION'S  
DRESDEN GENERATING STATION OCTOBER 30 – NOVEMBER 17, 2023**

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DAVID SPESIA, Village President  
ALEXIS STONE, Village Clerk

SARAH BEACH  
PAMELA NOFFSINGER  
TIMOTHY BRADLEY  
DANIEL GREGGAIN  
BILL MINCEY  
DAVID TOGLIATTI  
Village Trustees

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Published in pamphlet form by authority of the President and Board of Trustees of the Village of  
Coal City

on September 27, 2023

RESOLUTION NO. 23-14

**A RESOLUTION AUTHORIZING ENTRY INTO A SPECIAL POLICE DETAIL AGREEMENT TO PROVIDE SECURITY SERVICES AT CONSTELLATION'S DRESDEN GENERATING STATION OCTOBER 30 – NOVEMBER 17, 2023**

**WHEREAS**, the Village of Coal City (“Village”) is a non-home rule municipality;

**WHEREAS**, the Village is authorized under the provisions of Art. VII, Section 10 of the State of Illinois Constitution, 1970, to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

**WHEREAS**, Constellation Energy Generation, LLC (“Constellation”) owns and operates the Dresden Generating Station located at 6500 North Dresden Road, Morris, Illinois (“Dresden Station”); and

**WHEREAS**, Constellation desires to employ off-duty Coal City police officers to provide additional security services at its facilities located at Dresden Station during the upcoming planned refueling and maintenance outage; and

**WHEREAS**, the Village finds and determines that providing the security services in accordance with the terms and conditions set forth herein is in furtherance of the public health, safety and welfare and is in the best interests of the Village;

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Coal City, Counties of Will and Grundy, Illinois, as follows:

**SECTION 1. RECITALS.** That the foregoing recitals shall be and are hereby incorporated into and made a part of this Resolution as if fully set forth in this Section 1.

**SECTION 2. AUTHORIZATION.**

- A. The Corporate Authorities shall and do hereby authorize, approve and direct the Village President to execute and deliver the Special Police Detail Agreement attached hereto as **Exhibit A** (“Agreement”) and the Village Clerk to affix the Village seal thereto and to attest the executed Agreement following the Village President’s signature.
- B. The Village Administrator, Village Attorney, Chief of Police and Village Clerk are further authorized and directed to take such other and further actions as may be consistent with and reasonably necessary to carry out and give effect to the purpose and intent of this Resolution.
- C. All acts and doings of the officials of the Village, past, present and future which are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

**SECTION 3. RESOLUTION OF CONFLICTS.** All resolutions or ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 4. SAVING CLAUSE.** If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution, which are hereby declared to be separable.

**SECTION 5. EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

***SIGNATURE PAGE TO FOLLOW***

SO RESOLVED this 27<sup>th</sup> day of September, 2023, at Coal City,

Grundy and Will Counties, Illinois.

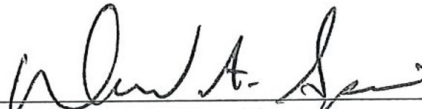
AYES: 5

NAYS: 0


ABSENT: 1

ABSTAIN: 0

**VILLAGE OF COAL CITY**

  
David Spesia, President

Attest:

  
Alexis Stone, Clerk

by:   
Deputy Clerk

**EXHIBIT A**

Special Police Detail Agreement

Attached on following pages



**VILLAGE OF COAL CITY  
SPECIAL POLICE DETAIL AGREEMENT**

This Special Police Detail Agreement (the "**Agreement**") is made and entered into this 30<sup>th</sup> day of October, 2023, by and between the Village of Coal City, a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois and located in Grundy and Will Counties, Illinois ("**Village**") and Constellation Energy Generation, LLC, formerly known as Exelon Generation Company, LLC, a Pennsylvania limited liability company ("**Constellation**"), each a "**Party**" and together the "**Parties**."

WHEREAS, the Village maintains a police department and its officers are licensed and trained as police officers; and

WHEREAS, the Village has complied with all training and licensing requirements for its police officers pursuant to state and federal laws so that it may agree to provide security services to Constellation; and

WHEREAS, Constellation desires the Village to provide security services as more particularly provided herein at its facilities located at the Dresden Generating Station, 6500 North Dresden Road, Morris, Illinois 60450-9765 (the "**Station**"); and

WHEREAS, the Village finds and determines that providing the security services at the Station in accordance with the terms and conditions set forth herein is in furtherance of the public health, safety and welfare and is in the best interests of the Village.

NOW THEREFORE, in consideration of the covenants contained herein and good and valuable consideration, the Village and Constellation agree to the following:

1. Constellation agrees to engage the Village for the purpose of providing Constellation with certain security services to be provided by the Village of Coal City Police Department as provided herein in order to safeguard the parking lots associated with Constellation's Dresden Generating Station.

In connection therewith, the Village of Coal City Police Department shall perform the following services:

Number of Officers to be provided (at any one time): 1  
Dates of Detail: October 30, 2023 -November 17, 2023  
Hours of Detail: 5:00 a.m. - 7:00 a.m.; 5:00 p.m. - 7:00 p.m.  
Number of Department Vehicles (at any one time): 1

Details of the nature of the Special Detail: While providing the Special Detail, the officer shall provide traffic control for vehicles entering and leaving the parking lots associated with Constellation's Dresden Generating Station. (Pine Bluff Rd @Dresden Rd) & (Dresden Rd @Collins Rd)

Collectively, the foregoing shall be known as the "**Security Services.**"

2. Constellation agrees to engage the Village for the purpose of providing, and the Village agrees to provide, the Security Services described in Paragraph 1.

3. Constellation acknowledges that the person(s) or officer(s) assigned to the Security Services is an employee of the Village of Coal City and is bound by the duties and policies of the Village and as such may be required to be called away from the assigned Security Services by his/her supervisor in emergency situations. For purposes of this Agreement, the Village is acting as an independent contractor and has the sole right and obligation to supervise and manage the employees assigned to the Security Services . All Village employees will be, and remain, employees of the Village while providing the Security Services, and the Village will be solely responsible for payment of compensation to such employees as well as all applicable federal, state and local income and employment tax withholding and reporting for all such employees. Constellation is not, and will not be construed to be, an employer (common law or otherwise), co-employer or joint employer of any Village employees assigned to provide Security Services. Neither the Village nor any of its employees performing Security Services is an agent of Constellation.

4. The provision of Security Services under this Agreement shall commence on October 30, 2023 and shall terminate on November 17, 2023.

5. This Agreement may be terminated by either party upon seven (7) days' written notice.

6. In consideration of the services rendered under the terms of this Agreement, Constellation shall compensate the Village of Coal City in the amount determined by the Village of Coal City based on the actual costs of providing the Security Services (such costs are attached hereto as Exhibit A). The Coal City Police Department shall be reimbursed for any necessary expenses incurred in fulfilling the obligations under this Agreement including but not limited the specified fee for the use of department vehicles.

7. Upon completion of the Security Services, the Village shall issue a single invoice to Constellation in the amount of the aggregate rate computed as the function of officers' hours multiplied by their respective rates of pay, which sum shall be paid promptly by Constellation to the Village of Coal City upon receipt of the invoice. Constellation will be responsible for any fees resulting from Constellation's failure to pay any balance due including but not limited to Attorney's fees.

8. To the fullest extent permitted under Illinois law as it presently exists or may be hereafter amended, each Party (an "**Indemnifying Party**") hereby covenants and agrees to indemnify and hold harmless the other party, its elected officials, directors, officers, employees, police officers, police chief, agents and the like (collectively "**Indemnitees**"), from and against any and all third party claim, demand, cause of action, suit, action (at law or in equity), judgment, liability, or expense (collectively, "**Claims**") including, but not limited to, reasonable attorneys'



fees and court costs (at trial or on appeal), arising out of or in any manner pertaining to this Agreement or the performance of the security services which are the subject of the Agreement, irrespective of whether required, optional or voluntary, as may be performed by Village or any agent of Village, including but not limited to any personal injuries, death, property damages and contract or lien claims, but only to the extent such Claim was caused by any reckless intentional or negligent act or omission of the Indemnifying Party, its directors, officers, employees or agents, anyone directly or indirectly employed by the Indemnifying Party or anyone for whose acts they may be liable, regardless of whether or not such Claim is caused in part by the Indemnitees. In the event that any such Claim is made against the any of its Indemnitees as a result of the relationship between the Parties which is established by this Agreement, then the Indemnitee shall be entitled to select its attorneys of choice to defend the claim and all costs shall be paid by the Indemnifying Party to the extent as provided herein. For the avoidance of doubt, the responsibility for any Claim for which the Indemnifying Party and any Indemnitee(s) of the other Party are determined to have both been responsible shall be determined based on a comparative negligence standard. Should any employee of a Party sue the other Party for injuries sustained in connection with this Agreement or the security services provided hereunder due to the fault of the Party employing them, each Party agrees to waive in any suit filed by the other Party any limitation or cap imposed by any workers compensation law or judicial decision on the damages that the other Party can recover in a third-party action against the Party whose employees have brought suit.

9. During the term of this Agreement, Constellation shall provide Village with a Certificate of Insurance confirming that Village has been named as an "additional insured" on a commercial general liability policy with combined single limits of at least \$1,000,000.00. Constellation may self-insure these insurance requirements and provide the equivalent documentation in lieu of a certificate of insurance, all contract terms in section 9 will apply to the self-insurance program. The policy shall provide that any notice that the policy has been cancelled or not renewed shall be provided to Village by certified mail at least 30 days prior to the cancellation date. The Village shall be under no obligation to provide police officers to Constellation until such certificate of insurance has been received or for any time when the required insurance is not in place. Failure of Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of Constellation's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this contract at Village's option. Constellation covenants and agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Nothing contained in this Agreement is to be construed as limiting the liability of Constellation. The Village does not, in any way represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, or Constellation, but are merely minimums. The obligations of Constellation to purchase insurance shall not, in any way, limit its obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered by Constellation's insurance.

10. This Agreement may be amended or modified at any time or from time to time



in writing executed by the patties.

11. All notices required to be served hereunder shall be served on the Parties at their respective addresses set forth below, and shall be deemed given upon personal delivery, or on the third day after mailing if sent by first class mail, or on the day after deposit with a nationally recognized overnight delivery service, and in each case, to the person(s) and address(s) set forth below:

Village: Chief Chris Harseim  
Village of Coal City Police Department  
545 S. Broadway Street  
Coal City, IL 60416

With a Copy To: Mark R. Heinle Ancel Glink, P.C.  
1979 N. Mill Street, Suite 207  
Naperville, IL 60563  
Fax: 630.596.4611  
[mheinle@ancelglink.com](mailto:mheinle@ancelglink.com)

Constellation: Jeffrey Carlson  
Constellation Energy Generation, LLC  
6500 North Dresden Road  
Morris, Illinois 60450-9765

With a Copy To: Constellation Energy Generation, LLC  
ATTN: Legal Department  
1310 Point Street-8<sup>th</sup> Floor Baltimore, Maryland 21231  
E-Mail: [legalnotices@constellation.com](mailto:legalnotices@constellation.com)

12. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois, without reference to or application of rules or principles of conflicts of law.

13. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile signature of any party shall be effective for all purposes.

14. If any provisions of this Agreement shall be declared by any court of competent jurisdiction illegal, void or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect.

15. The rights and remedies conferred upon the parties hereto shall be cumulative, and the exercise or waiver of any such right or remedy shall not preclude or inhibit the exercise of any additional rights or remedies. The waiver of any right or remedy hereunder shall not preclude the

subsequent exercise of such right or remedy.

16. This Agreement represents the entire understanding and agreement among the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations, if any.

17. The Village and Constellation warrant that each has full power and authority to enter into and to perform its obligations under this Agreement.

[SIGNATURES ON NEXT  
PAGE]

**IN WITNESS THEREOF, CONSTELLATION and the VILLAGE OF COAL CITY have caused this Agreement to be executed by duly authorized officers thereof on the dates indicated below.**

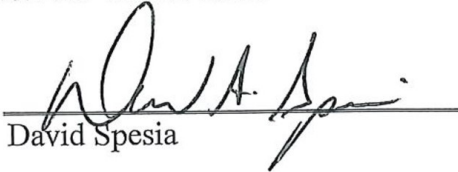
CONSTELLATION ENERGY GENERATION,  
LLC

By: \_\_\_\_\_  
Patrick Boyle

Its: Site Vice President, Dresden Nuclear  
Power Station

Dated: .....

VILLAGE OF COAL CITY

By:   
David Spesia

Its: Mayor

Dated: 10-16-2023 .....



Exhibit A  
Rates for Security Services



Mr. Carlson,

Pending our Coal City Village Board approval to work the Exelon outage here are our Coal City Police Department rates for 2023.

**(MANPOWER/Uniformed Officer)**

**RATE:** \$60.00 per hour.

**(October 30-November 17)**

**Squad Car Usage/Fuel**

**RATE:** \$5.00 per hour vehicle usage. (\$10.00 per 2 hour shift)

**RATE:** One time fuel adjustment of \$250.00.

