

**CONSULTING SERVICES AGREEMENT (“CSA”)**  
**Between Bethel Electric Rate Consulting, LLC and Rochelle Municipal Utilities**

**Amendment No. 2**

This Amendment, dated as of January 1, 2017 to the Consulting Services Agreement, dated as of March 21st, 2016, by and between The City of Rochelle, Illinois (“Rochelle”), organized pursuant to the laws of the State of Illinois, on behalf of its subdivision, Rochelle Municipal Utilities (“RMU”), and Bethel Electric Rate Consulting, LLC (“BERC”), an Ohio limited liability company, applies to a consulting service project to be identified by the parties as Project # 2 – 3rd Transmission Interconnection.

**Scope of Services:** Rochelle and BERC hereby agree, pursuant to the terms of the Consulting Services Agreement, and the provisions of this Amendment No. 2, that BERC will provide electric transmission rate related consulting services to RMU in connection with RMU’s efforts to effect the planning, construction and recovery of the costs of a third interconnection between the RMU transmission facilities and those of Commonwealth Edison Company (“ComEd”) in the ComEd transmission zone of the PJM Interconnection, LLC (“PJM”). The Parties recognize that the process to plan, construct, and gain ComEd zone-wide cost recovery of the 3<sup>rd</sup> Transmission Interconnection may extend past 2020. As such, the Parties will determine each year by December 1, whether to continue BERC’s participation pursuant to the CSA and this Amendment No. 2, and agree to continue or terminate this Amendment No. 2 by written Notice from Rochelle to BERC..

BERC and RMU will communicate regularly as to the specific tasks associated with this project to be undertaken by BERC, any specific deliverables and timelines for deliverables required by RMU of BERC from time to time, and any information required by BERC from RMU from time to time to complete deliverables and meet deadlines for deliverables to be provided by BERC, consistent with the provisions of the Consulting Services Agreement and this Amendment thereto.


**Compensation:** Upon receipt of Invoices from BERC, RMU shall compensate BERC for consulting services during 2017 pursuant to the Scope of Services described above at a rate of \$200 per hour of service provided, and reimburse BERC for out-of-pocket expenses and personal vehicle use consistent with the CSA.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the day and year first above written.

**Rochelle**

By: \_\_\_\_\_  
Name:  
Title:

**BERC**

By:   
Name: Dennis W. Bethel  
Title: President