

RESOLUTION NO. 75-23
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Belinda Kenley ON THE 11th
DAY OF September, 2023.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY
MANAGER TO ENTER INTO A NATURAL GAS AGREEMENT
WITH INTERSTATE GAS SUPPLY, LLC FOR GAS SUPPLY
SERVICES TO THE CITY.

WHEREAS, the City of Centerville desires gas supply services within the City for
its properties; and

WHEREAS, Interstate Gas Supply, LLC ("IGS") is a licensed retail natural gas
supplier/provider; and

WHEREAS, the City desires to engage IGS to supply natural gas to the City; and

WHEREAS, it is in the best interests of the City to contract for such services.

NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY
RESOLVES:

Section 1. That the City Manager is authorized and directed to enter into a natural
gas agreement with Interstate Gas Supply, LLC to provide natural gas supply
services to the City, as set forth in the Agreement attached hereto as Exhibit "A" and
incorporated herein.


Section 2. That this Resolution shall take effect at the earliest date allowed by law.

PASSED THIS 11th day of September, 2023.



Mayor of the City of Centerville, Ohio

ATTEST:



Clerk of Council
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 75-23, passed by the Council of the City of Centerville, Ohio on the 11th day of September, 2023.



Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions
Department of Law
Scott A. Liberman
Municipal Attorney

Natural Gas Purchase Contract

Large Commercial V5.1CH-IND-OH(m)

Seller: Interstate Gas Supply, LLC
 Attn: Commercial & Industrial Sales, 6100 Emerald Parkway, Dublin, Ohio 43016

FOR OFFICE USE ONLY: dDS-xl
 Fax: 614-659-5126
 Phone: 877-923-4447

Buyer: City Of Centerville **Contact Name** Tyler Roark

Confirmation Email TRoark@centervilleohio.gov **Phone** 937.428.4741 **Fax**

Street Address City State Zip
 Mailing 100 W Spring Valley Pk Centerville OH 45458

Billing Same as Mailing

Facility See Exhibit A

Account Number/s See Exhibit A or see the attached **Exhibit A**

This Contract is subject to the attached Natural Gas Supply Master Terms and Conditions, which are incorporated in their entirety herein.

Natural Gas Distribution Company ("NGDC"): **CenterPoint Energy**

Critical Day Volume:	100% of Usage determined by the NGDC
Purchase Price:	<input checked="" type="checkbox"/> Fixed Price of \$5.74 per MCF for all gas delivered to the Burnertip throughout the Initial Term. <input type="checkbox"/> Variable Price determined by 100% of the applicable NYMEX settlement price (depending on the Buyer's billing cycle) plus \$ _____ per MCF for all gas delivered to the Burnertip throughout the Initial Term. The price includes all interstate transportation charges, shrink/fuel, Btu conversion, and pooling fees, but it does not include the applicable taxes or NGDC transportation and distribution charges. After the Initial Term expires, the price will be as described under the Renewal Variable Pricing section of this Contract.
Initial Term:	The Initial Term of this Contract will begin with the June 2024 NGDC billing cycle, and it will continue through the December 2026 NGDC billing cycle.
Renewal:	Upon expiration of the Initial Term, this Contract will automatically renew on month-to-month basis, with each such month constituting a "Secondary Term." Any automatic renewal may be cancelled by Buyer or Seller delivering written notice to the other party at least 30 days before the automatic renewal date. The automatic renewal date will be the first calendar day of the month at the end of the applicable Term. Because Seller needs to contract for supply and transportation in advance, Buyer's early termination of any Account under this Contract will harm Seller.
Early Termination Damages:	<p>If under a Fixed Price: For each Account that is terminated early, damages will be equal to the positive difference, if any, between the Fixed Price minus the then-current market price, multiplied by the "Contract Volumes" (defined below) as apportioned to the terminated Account(s) and remaining under the then-current Term. The "Contract Volumes" are calculated using each Account's historical monthly consumption, as provided to Seller by the NGDC, multiplied by weather normalization factors and are set forth in the table below. The Contract Volumes will be used for determining early termination damages under this Contract. Buyer is not otherwise obligated to accept/consume the Contract Volumes on a monthly or annual basis.</p> <p>If under a Variable Price: For each Account that is terminated early, damages will be equal to \$0.40 per MCF multiplied by the Contract Volumes as apportioned to the terminated Account(s) and remaining under the then-current Term.</p>

Contract Volumes in MCF at the Burnertip

Month	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec
	1,342	1,106	806	456	306	252	248	258	283	428	725	1,140

This Contract, including any Exhibit(s) may be signed in counterparts. If Buyer and Seller execute more than one Contract with respect to any Account(s), the terms of the most recent Contract will supersede and take priority over all previous Contracts with regard to the same Account(s). Any signature on this Contract and any Exhibit(s) will be considered valid for all purposes and have the same effect whether it is an ink-signed original, e-signed, a photocopy, or a facsimile representation of the original document.

The signers below personally certify that they have all requisite authority to sign and enter into this Contract on behalf of the parties identified above their signatures. Further, they acknowledge that on behalf of their respective parties, they have read, understood, and voluntarily agreed to every provision of this Contract, the attached Terms and Conditions, and any Exhibit A.

Accepted by Buyer: _____
Name: _____ **Title** _____ **Date** _____

Accepted by Seller: _____
Name: Pat Keeley **Title** Director of C&I Sales **Date** _____

APPROVED AS TO FORM

 Name:
 Title:
 Date:

Natural Gas Supply Master Terms and Conditions

These Master Terms and Conditions (the "Terms and Conditions") set forth the general terms and conditions for the retail sale and purchase of natural gas between Seller and Buyer. The specific terms with respect to Buyer's Accounts will be set forth on Page 1. These Master Terms and Conditions, the specific terms set forth on Page 1, and any Exhibits form a written agreement between Seller and Buyer (the "Contract").

1. Natural Gas Supply. Seller will supply and deliver to Buyer the full natural gas requirements for all Accounts under this Contract, and Buyer will accept and pay for all such deliveries according to this Contract. Seller will act as Buyer's agent for the limited purposes of working with Buyer's NGDC in order to: (a) obtain the Accounts' usage, billing, and payment histories; (b) effect the transfer of natural gas supply service to Seller; and (c) perform Seller's obligations under this Contract. Buyer will execute all documents and be responsible for all services and equipment required by the NGDC in order for Buyer to receive service under this Contract. Buyer understands that there may be delays in starting gas supply due to the NGDC's enrollment requirements and will not hold Seller responsible for any such delays.

2. Renewal Variable Price. The price for each Secondary Term will be determined monthly by the index price of gas delivered to the applicable delivery point, plus: transportation, demand charges, shrink/fuel, Btu conversion, pooling fees, and a service fee. The price will not include the applicable taxes or NGDC transportation/distribution charges.

3. Billing & Payment. The NGDC will issue consolidated monthly invoices which will contain Seller's natural gas charges, plus applicable taxes and all of the NGDC's distribution and other applicable charges. Buyer will pay to the NGDC the entire amount of each natural gas bill under the NGDC's payment terms and conditions. Late charges will apply for all past-due amounts owed to Seller at the rate set forth in the NGDC's tariff for its charges. Seller reserves the right to invoice Buyer directly for: (a) Seller's charges only, plus applicable taxes; or (b) for the NGDC's charges, as well as Seller's charges, plus all applicable taxes. If Seller invoices Buyer directly, payment will be due in full on or before the 20th calendar day following the invoice date and late charges will apply for all past-due amounts at a rate of 1.5% per month. The NGDC is solely responsible for reading Buyer's meter(s), and all disputes that Buyer has with respect to meter readings and related adjustments will be addressed by Buyer solely to the NGDC.

4. Credit. Upon Seller's reasonable request, Buyer will provide to Seller financial statements and other credit-related information, all of which will be treated as confidential by Seller. If Seller reasonably deems Buyer's financial condition inadequate to extend credit, Seller may require security sufficient to cover volumes for the two largest months' Contract Volumes. The security will be in the form of either a deposit or an irrevocable letter of credit. Furthermore, if Buyer: (a) becomes a Debtor in a bankruptcy proceeding; or (b) breaches any payment obligation or any other obligation to Seller (including any obligation to provide security as provided above), then Seller may suspend deliveries and/or terminate this Contract 10 days after delivering written notice to Buyer. Seller's rights under this Credit section are in addition to all other remedies available under this Contract.

5. Damages. Seller may hedge its obligations under this Contract by purchasing natural gas and related transportation, as well as natural gas futures and/or swaps, or any combination thereof. If (a) Buyer terminates any or all Accounts from under this Contract before the expiration of any Term; or (b) Seller terminates this Contract as to any or all Accounts before the expiration of any Term as a result of Buyer's breach of this Contract; or (c) the NGDC terminates any or all Accounts from under this Contract before the expiration of any term as a result of late or non-payment, then Buyer will pay to Seller damages calculated as set forth in the Early Termination Damages section on the Page 1. Seller may increase the price charged to Buyer for Accounts that have not breached in order to cover the damages described above; in such instance, Seller will send to Buyer an informational invoice to supplement the NGDC's bill. If Buyer transfers service to the NGDC, Buyer may be charged a price other than NGDC's standard rate. Nothing in this Damages section limits Buyer's obligation to pay for all delivered natural gas as metered by the NGDC. If Seller fails to perform its delivery obligations under this

Contract, Seller will pay to Buyer an amount equal to the positive difference, if any, between Buyer's reasonable cost of cover minus the then-current Contract price for all natural gas Seller failed to deliver.

6. Cross Default. If Buyer is a party to one or more other natural gas or electricity supply contracts with Seller, a breach by Buyer under such other contract(s) may be treated by Seller as a breach by Buyer of this Contract.

7. Limitation of Liability. Seller will not be liable for any losses arising from Buyer's use of natural gas or for losses arising from any pipeline or the NGDC, including but not limited to: their operations and maintenance of their system, any disruption of their service, termination of their service, their events of force majeure, or deterioration of their service. Except as otherwise set forth in this Contract, neither party will be liable for any indirect, consequential, special, or punitive damages, whether arising under contract, tort (including negligence and strict liability), or any other legal theory.

8. Warranty. Seller warrants that all gas delivered to the NGDC for its distribution to Buyer will meet the NGDC's quality standards and that title to such gas is free from liens and adverse claims. Seller makes no other warranties or representations of any kind, express or implied, including any warranty of merchantability or warranty that the goods are fit for any particular purpose.

9. Regulatory. The choice program is subject to ongoing utilities commission jurisdiction and NGDC rules. Seller may pass through to Buyer any additional charges/fees imposed on suppliers through a regulatory and/or utility proceeding. If the choice program is terminated or materially changed, this Contract may be modified accordingly or terminated by Seller without penalty to either party.

10. Relationship of Parties. Buyer will make decisions regarding pricing and volumes in Buyer's sole discretion, with or without advice or recommendation from Seller, and Seller will not be liable for Buyer's acting or failing to act upon Seller's advice or recommendations.

11. Assignment. This Contract may be assigned by Buyer only with express written consent of Seller, which consent will not be unreasonably withheld, delayed, or conditioned.

12. Waiver. No failure to enforce any provision of this Contract will be deemed a waiver of any right to do so, and no express waiver of any breach will operate as a waiver of any other breach or of the same breach on future occasion.

13. Choice of Law, Jurisdiction, Venue & Jury Trials. This Contract will be governed by the applicable laws of the State of Ohio, without regard to Ohio's principles of conflicts of law. All legal actions involving all disputes arising under this contract will be brought exclusively in a court of the State of Ohio sitting in Franklin County, Ohio, or in the United States District Court for the Southern District of Ohio sitting in Columbus, Ohio. Buyer and Seller waive all of their rights to a trial by jury in any legal action related to this Contract.

14. Severability. If any provision of this contract is held unenforceable by any court having jurisdiction, no other provisions will be affected, and the court will modify the unenforceable provision (consistent with the intent of the parties as evidenced in this contract) to the minimum extent necessary so as to render it enforceable.

15. Entire Agreement. This Contract, including these Terms and Conditions and any Exhibits, contain the entire agreement between Seller and Buyer regarding the Accounts under this Contract, and it supersedes all prior and contemporaneous written and oral agreements and understandings between them with respect to those accounts. This Contract cannot be modified in any way except by a writing signed by both Seller and Buyer.

**Exhibit A to Natural Gas Purchase Contract Form V5.1CH-IND-OH
Account Numbers & Facility Addresses**

Seller: Interstate Gas Supply, LLC
Buyer: City Of Centerville

Following are the Account/Meter Numbers and Addresses included under the above-mentioned contract between Seller and Buyer:

	Account Number	Service Address	Service City	Service State	Service Zip Code
1	034001584842240791	100 W Spring Valley Road	Centerville	OH	45458
2	034001881432291268	155 W Spring Valley Rd	Centerville	OH	45458
3	034003794862307503	166 N Main St	Centerville	OH	45459
4	034003794862392044	166 N Main St	Centerville	OH	45459
5	034003794862628783	7970 S Suburban Drive Unit New	Centerville	OH	45458
6	034004928662259709	10000 Yankee St	Centerville	OH	45458
7	0340174770023329499	7491 Far Hills	Centerville	OH	45459

AGREED.

Accepted by Buyer:

Name: _____ **Title** _____ **Date** _____

Accepted by Seller:

Name: Pat Keeley **Title** Director of C&I Sales **Date** _____