

**CLEVELAND PUBLIC LIBRARY**

**Board Meeting**

September 26, 2019

**RESOLUTION TO RATIFY AGREEMENT FOR PURCHASE OF NATURAL GAS**

WHEREAS, On June 18, 2019, the Board of Library Trustees authorized the Executive Director or his designee, to enter into a new agreement commencing November 2019, through North Shore Energy Consulting, LLC, with natural gas suppliers that have the best fixed rates for periods of time up to and including 24 months commencing at the expiration of the Library's current natural gas contract, provided the rates do not exceed the rate of \$3.16 per Mcf, for a 12-month term or \$3.19 per Mcf for a 24-month term; and

WHEREAS, The Cleveland Public Library currently has a contract with Volunteer Energy Services, Inc. at the rate of \$2.79 per Mcf effective from November 1, 2018 through October 31, 2019; and

WHEREAS, On June 24, 2019, the Library entered into an agreement with CenterPoint Energy Services, Inc. at the rate of \$2.85 per Mcf effective from November 1, 2019 through October 31, 2020; now therefore be it

RESOLVED, That the Board of Library Trustees hereby ratifies the agreement entered into by the Library on June 24, 2019 with CenterPoint Energy Services, Inc. for natural gas at the rate of \$2.85 per MCF for a 12 month term from November 1, 2019 through October 31, 2020.



# Ohio Gas Choice Customer Contract Large Commercial

This Ohio Gas Choice Customer Contract ("Contract") is entered into by and between CenterPoint Energy Services, Inc. ("Seller" or "CenterPoint"), and the "Buyer" identified in the Contract Summary below.

Seller agrees to supply and sell to Buyer at the Delivery Point and Buyer agrees to purchase and pay for natural gas, all in accordance with the definitions, terms and conditions of the Contract Summary set forth hereunder, the General Terms and Conditions ("GT&C" or "Terms and Conditions"), Exhibit "A", and any other exhibits attached hereto; all of which together comprise this Contract.

## Buyer Information

Buyer (Company Name):	Cleveland Public Library
Parent Company (if any):	Cleveland Public Library
Street Address, City, State, Zip:	325 Superior Ave N.W., Cleveland, OH 44114
Mail Address, City, State, Zip:	325 Superior Ave N.W., Cleveland, OH 44114

*Specific facility locations and service addresses included on Contract are listed in Exhibit "A"*

## Contract Facts

Contract Date:	06/21/2019	Utility / LDC:	Dominion East Ohio
Product Type:	Fixed	Delivery Point:	DEO CG
Contract Price:	\$2.8500 per Mcf	Service Level:	Primary
Initial Term:	12 months starting 11/01/2019		

*Tolerance: All products are full requirements with 100% swing tolerance and fully inclusive of all fees.*

*Rate Conversion: During the Initial Term for Managed Price, Index Price or Variable Price products, Buyer may execute a one-time conversion to a Fixed Priced product at a contract price and term determined by CenterPoint. This one-time conversion applies to all natural gas accounts in Exhibit A. The conversion will require Buyer to sign a new contract with a term end date no earlier than the end date for the Initial Term of the Contract.*

## Notices

	<b>Seller</b>	<b>Buyer</b>
Name:	CenterPoint Energy Services, Inc.	Cleveland Public Library
Address:	PO Box 1336 Houston, TX 77251-1336	325 Superior Ave N.W. Cleveland, OH 44114
Phone:	888-200-3788	(000) 000-0000
Email:	ChoiceSalesDesk@CenterPointEnergy.com	
Attn:	Customer Care CA	-

*All notices provided for in this Agreement shall be in writing (with the limited exception as contained in the 14 day cancelation period, which may be made verbally) and directed to the address of Seller or Buyer as set forth above, or at*



## Ohio Gas Choice Customer Contract Large Commercial

*such other address as Seller or Buyer shall designate in writing from time to time and shall be made by delivery, by registered U.S. Mail, by facsimile, by email, or by some other means specifically agreed to by the parties.*

### **Payments & Invoices**

Payments are to be remitted to your Utility. See your utility bill for payment information.



Contract Acceptance

I acknowledge that I am the account holder or legally authorized person to execute a contract and legally bind the business in this contract. I understand that by signing this Contract, I am switching the Natural Gas Supplier for this commercial account(s) to CenterPoint. I understand that gas purchased for this commercial account(s) by CenterPoint will be delivered through my Utility's delivery system. The legally authorized person to execute a contract and legally bind the business in this Contract has 3 business days from the execution of this Contract to cancel this Contract for any reason through written or verbal notification to the Utility.

Seller

CenterPoint Energy Services, Inc.

Authorized  
Signature:

Printed  
Name:

Title:

Date:

Buyer

Cleveland Public Library

Authorized  
Signature: *Joyce M. Dodrill*

Printed  
Name: *Joyce M. Dodrill*

Title: *Chief Legal Officer*

Date: *6-24-2019*

*A photocopy/facsimile of this Contract (being a photographic copy of the signature) shall be deemed to be equivalent of the original hereof and shall be used as a duplicate original.*



Exhibit "A" – Facility & Service Locations

Customer: Cleveland Public Library  
 DUNS: \_\_\_\_\_  
 Utility / LDC: Dominion East Ohio  
 Contract Date: 06/21/2019

Consolidated Billing Company Name: Cleveland Public Library  
 Consolidated Billing Address for all Locations: \_\_\_\_\_

#	Location Name		Meter #	Service Address	Billing Address
1	Cleve Public Libr	5180003124501	11181136	3096 Scranton Rd, Cleveland, OH 44113	325 Superior Ave N.E., Cleveland, OH 44114
2	Cleveland Public Library	9440200128439	11599650	17001 Lake Shore Blvd, Cleveland, OH 44110	325 Superior Ave N.E., Cleveland, OH 44114
3	Cleveland Public Library	5441200134469	13790522	3830 E 131st ST, Cleveland, OH 44120	325 Superior Ave N.E., Cleveland, OH 44114
4	Cleveland Public Library	8500053713093	13894878	16918 Harvard Ave, Cleveland, OH 44128	325 Superior Ave N.E., Cleveland, OH 44114
5	Cleveland Public Library	5441400134434	11284931	14000 Kinsman Rd, Cleveland, OH 44120	325 Superior Ave N.E., Cleveland, OH 44114
6	Cleveland Public Library	5500035872369	12153766	7201 Kinsman Rd STE 101, Cleveland, OH 44104	325 Superior Ave N.E., Cleveland, OH 44114
7	Cleveland Public Library	9440100134533	19150250	3545 Fulton, Cleveland, OH 44109	325 Superior Ave N.E., Cleveland, OH 44114
8	City of Cleve Pub Librar	1441200117751	11066498	1900 Fulton Rd, Cleveland, OH 44113	325 Superior Ave N.E., Cleveland, OH 44114
9	Cleveland Public Library	9500033259589	11617907	6901 Superior Ave, Cleveland, OH 44103	325 Superior Ave N.E., Cleveland, OH 44114
10	Cleveland Public Library (Glenville)	9442000134540	19251257	11900 Saint Clair Ave, Cleveland, OH 44108	325 Superior Ave N.E., Cleveland, OH 44114

11	Cleveland Public Library	9440500128428	11284949	1566 Crawford Ave, Cleveland, OH 44106	325 Superior Ave N.E., Cleveland, OH 44114
12	Cleveland Public Library	4500042167332	11266021	11535 Shaker Blvd, Cleveland, OH 44120	325 Superior Ave N.E., Cleveland, OH 44114
13	Cleveland Public Library	5440100134456	11284951	3704 Pearl Rd, Cleveland, OH 44109	325 Superior Ave N.E., Cleveland, OH 44114
14	Cleveland Public Library	5440300134441	11451748	4303 Pearl Rd, Cleveland, OH 44109	325 Superior Ave N.E., Cleveland, OH 44114
15	Cleveland Public Library	9440900128412	13795221	7910 Detroit Ave, Cleveland, OH 44102	325 Superior Ave N.E., Cleveland, OH 44114
16	Cleveland Public Library	4500034001378	13993487	7200 Broadway Ave, Cleveland, OH 44105	325 Superior Ave N.E., Cleveland, OH 44114
17	Cleveland Public Library	5440100134480	11260242	856 E 152nd St, Cleveland, OH 44110	325 Superior Ave N.E., Cleveland, OH 44114
18	Cleveland Public Library	5440600134500	11284575	2200 E 30th ST, Cleveland, OH 44115	325 Superior Ave N.E., Cleveland, OH 44114
19	Clev Public Library	0441300126508	19680004	11600 Lorain Ave, Cleveland, OH 44111	325 Superior Ave N.E., Cleveland, OH 44114
20	Cleveland Public Library	5441200134473	19365018	8216 Lorain Ave, Cleveland, OH 44102	325 Superior Ave N.E., Cleveland, OH 44114
21	Cleveland Pub Library	6440400134412	11612036	850 Jefferson Ave, Cleveland, OH 44113	325 Superior Ave N.E., Cleveland, OH 44114
22	Clev Public Library	0500041159131	11260749	5813 Griswold Ave, Cleveland, OH 44104	325 Superior Ave N.E., Cleveland, OH 44114
23	Cleveland Public Library	9441200134526	11778297	3463 E 93rd St, Cleveland, OH 44104	325 Superior Ave N.E., Cleveland, OH 44114
24	Cleve Public Library	4441100128402	13894880	5806 Woodland Ave, Cleveland, OH 44104	325 Superior Ave N.E., Cleveland, OH 44114
25	Cleve Public Library	4441100128399	19267036	5806 Woodland Ave, Cleveland, OH 44104	325 Superior Ave N.E., Cleveland, OH 44114

26	Cleveland Public Library	9441800128459	13795553	4421 W 140th ST, Cleveland, OH 44135	325 Superior Ave N.E., Cleveland, OH 44114
27	City of Cleveland	8441800118115	13640592	3805 W 157th ST, Cleveland, OH 44111	325 Superior Ave N.E., Cleveland, OH 44114
28	Cleveland Public Library	5440600134497	10181635	1962 E 107TH, Cleveland, OH 44106	325 Superior Ave N.E., Cleveland, OH 44114
29	Cleveland Public Library	1500054077413	11552137	525 Superior Ave, Cleveland, OH 44114	325 Superior Ave N.E., Cleveland, OH 44114

## General Terms and Conditions (v. 2016-09-27)

These Terms and Conditions ("Terms and Conditions") shall be read together with the Gas Choice Customer Contract – Large Commercial (> 500 Mcf) and any exhibits thereto (collectively, the "Contract") and explain the terms and conditions that govern your purchase of commercial natural gas service from CenterPoint Energy Services, Inc. ("Seller" or "CenterPoint"). CenterPoint is licensed as a Competitive Retail Natural Gas Supplier ("CRNGS") by the Public Utilities Commission of Ohio ("PUCO"). Your Contract with CenterPoint for natural gas service includes these terms and conditions. By accepting natural gas service from CenterPoint, you have agreed to be bound by the terms of your Contract.

In these Terms and Conditions, "Buyer", "Customer", "you", "I" and "your" mean the account holder who completes and signs your Contract or a person expressly authorized to do so by the account holder. "Premises" mean the address specified in your Contract, and any future addresses that the account holder may move to during the term of your Contract, which are located in Ohio and to which CenterPoint has the ability and capacity to supply gas. If you move to a new location other than the Premises, you agree to notify CenterPoint as soon as possible prior to any such move, in order to determine whether such new location is served by CenterPoint or whether other arrangements must be made.

Your Contract is for the supply of natural gas. This does not include natural gas delivery service, which will be provided by your utility. You will receive one bill from your utility that will include (i) CenterPoint's charges for the supply of natural gas and (ii) your utility's charges for natural gas delivery service. The obligation of CenterPoint to sell and schedule natural gas for delivery to you and your obligation to purchase natural gas from CenterPoint is contingent upon (a) your eligibility and successful enrollment, as determined by your utility, to take supply from an CRNGS, and (b) the accuracy and completeness of information provided by you during the enrollment process.

**1. CONTACT INFORMATION:** CenterPoint Customer Service Agents are available Monday through Friday, 7AM to 7PM CST at 1-888-200-3788 (TOLL FREE), 1-877-391-6606 (FAX). Email CenterPoint at [ChoiceSalesDesk@CenterPointEnergy.com](mailto:ChoiceSalesDesk@CenterPointEnergy.com) or write to "CenterPoint Energy Services - Retail Choice" at PO Box 1336 Houston, TX 77251-1336. You may view other CenterPoint products and services online at [www.CenterPointEnergyRetail.com](http://www.CenterPointEnergyRetail.com).

To report service outages, please call the utility that provides distribution services to your business:

- Columbia Gas: 1-800-344-4077
- Dominion East Ohio: 1-800-362-7557
- Duke Energy Ohio: 1-800-544-6900

**2. PRICING AND FEES:** Your monthly natural gas bill will be calculated by multiplying the price of natural gas per usage unit (e.g., Therm, Ccf, Mcf) by the amount of natural gas used during the billing cycle, as measured or estimated by your utility. Your price under this Contract does not include, and you are required to pay, your utility's delivery service charges, customer charges, and all other applicable charges and taxes. For the term of this Contract, you agree to pay all amounts that are charged by CenterPoint consistent with this Contract. We may charge a fee for early cancellation of your Contract ("Early Termination Fee"). Such Early Termination Fee is set forth in Section 5, "Early Termination By Customers".



**3. BILLING AND PAYMENT:** Bills you receive from your utility for natural gas delivery charges will also include CenterPoint's charges pursuant to this Contract, and you will remit payment for CenterPoint's charges directly to your utility. Your utility will determine the rules governing your billing and payment. Failure to pay the natural gas utility charges may result in disconnection of your natural gas service in accordance with the applicable natural gas utility tariff. CenterPoint early termination fees will be billed to you directly by CenterPoint. You have the right to request up to twenty-four months of your payment history for services rendered by a CRNGS without any charge to you.

**4. CONTRACT TERM AND CONTINUATION:** The Initial Term of your Contract is indicated in the "Contract Facts" section on the first page of the Gas Choice Customer Contract. CenterPoint may deny enrollment for any reason. Service under this Contract will begin on the first available date, no earlier than the start date of the Initial Term, as determined by your Utility, and after successful enrollment with CenterPoint. A delay in the start of service may occur for reasons beyond CenterPoint's control, such as a delay by the Customer's Gas Utility in providing CenterPoint with requested information or in processing your Contract. You agree that you will not purchase natural gas for the Premises identified on Exhibit A from any other supplier (including any Gas Utility) during the Initial Term of your Contract. For fixed-term products, CenterPoint will provide a written notice of Contract expiration between 45 and 90 days prior to Contract expiration. Unless you authorize a new contract with CenterPoint or your service with CenterPoint is terminated, at the expiration of your Contract your natural gas service will continue with CenterPoint on a market-based month-to-month variable rate, cancellable at any time without penalty. This market-based month-to-month variable rate may remain the same or may change based on CenterPoint's assessment of gas supply costs including, but not limited to, applicable market conditions, risk factors, historical costs, actual costs, and future cost projections. Specific costs that may be considered include, but are not limited to, transportation, fuel, storage, pooling fees, balancing, and basis. For example: If CenterPoint purchases gas at \$3.50 per Mcf and creates an adder of \$0.70 per Mcf (based on factors similar to the factors identified above), then the cost to you would be \$4.20 per Mcf. If the adder is \$1.00 per Mcf, then the cost to you would be \$4.50 per Mcf.

**5. EARLY TERMINATION BY CUSTOMERS:** If Buyer is under a fixed-term Contract and terminates the Contract before the end of the Contract term, Buyer agrees to pay the Early Termination Fee. The Early Termination Fee shall be the greater of \$100/month/meter for every month remaining on the contract, or Liquidated Damages (as defined below) on any volumes purchased or secured by CenterPoint on the Customer's behalf and not delivered to Customer due to Customer's early termination of Contract. "Liquidated Damages" are an amount determined by CenterPoint by multiplying the Projected Future Volume (as defined below) by the difference in the per Unit price in this Contract (the "Contract Price") and the market wholesale price (the "Market Price"), where the Market Price shall be the average of the NYMEX plus Basis cost for each month remaining on this Contract, plus any losses incurred on the sale of gas in storage purchased for the Customer and not consumed by the Customer due to early termination of Contract. Projected Future Volume is CenterPoint's forecasted volume for Customer's accounts in this Contract. After providing notice of termination of your Contract, your utility will perform a final meter read. You will be responsible for all charges incurred through the date your utility performs the final meter read. CenterPoint's obligations will end after the final meter read when CenterPoint is no longer designated as your CRNGS. Termination of your Contract does not excuse your obligation to pay outstanding balance or the Early Termination Fee or any other charges or fees incurred under this Contract prior to the date that termination becomes effective. Customer has the right to terminate Contract without penalty if Customer moves outside of Utility's service area or within the Utility's service area that does not permit portability of contract.

**6. TERMINATION BY CENTERPOINT:** CenterPoint may terminate this Contract upon 45 days written notice if we are no



Ohio Gas Choice Customer Contract  
Large Commercial

longer able to serve you as a result of a change in law or other act beyond our reasonable control. If you have a fixed-term product, CenterPoint may terminate this Contract upon 45 days written notice, effective at the end of the then-current term. If you have a month-to-month product, CenterPoint may terminate this Contract at any time by providing 45 days written notice. Termination will be effective on the next applicable meter read date. Upon termination by CenterPoint, you will be returned to your utility's standard offer service or you may choose another CRNGS. If this Contract is terminated for non-payment, CenterPoint will provide you 14 days' notice and you will be responsible for any applicable Early Termination Fee, as well as any and all collection costs (inclusive of any necessary legal fees). This Contract automatically terminates if (a) the requested service location is not served by the incumbent natural gas company; (b) CenterPoint returns the Customer to the Customer's incumbent natural gas company's sales service, provided that CenterPoint is permitted to terminate this Contract under the terms and condition of this Contract; or (c) Customer moves outside the incumbent natural gas service area or to an area not served by CenterPoint. The effective date of termination for any reason contained in this Section 6 will occur on the next meter read date following expiration of the applicable notice period, at which time you will be returned to your utility for natural gas service. If this Contract is terminated, you will be responsible for payment of all natural gas and services received, up to and including the effective date of termination, as well as any charges assessed by your utility. ~~CenterPoint may also charge an Early Termination Fee if this Contract is terminated because of a breach of this Contract by you, or if you provide any false, inaccurate, or misleading information to CenterPoint during any time prior to executing this Contract.~~

JMD  
←  
CNP

**7. CHANGE IN LAW:** In the event that there is a change in law, administrative regulation, rule, order, judicial decision, statute or the commencement of enforcement of a change in law or administrative regulation (collectively, a "Change in Law"), and such change affects CenterPoint generally or specifically and causes CenterPoint to incur material capital or operating costs, or results in any increased fees or other costs relating to the provision of services contemplated herein in order to maintain the same level and quality of delivery of natural gas, then CenterPoint shall be permitted to pass through the economic effects of such Change in Law. *In such event, Customer may terminate this Contract without penalty or Early Termination Fee, upon 14 days advanced notice.*

JMD  
CNP

**8. AUTHORIZATION FOR RELEASE OF INFORMATION:** You authorize CenterPoint to obtain account information that we may need to provide natural gas service to you, including but not limited to: (a) your natural gas account numbers which CenterPoint includes on Exhibit A; and (b) information about your natural gas account, including payment, credit, consumption and meter information. CenterPoint will not give or sell your personal information, such as account number(s) or social security number to any third-party without your affirmative written consent, unless required by court order or by a regulatory ruling or order.

CNP

**9. CUSTOMER REPRESENTATIONS:** You represent and warrant that at the time of enrollment you do not have any outstanding, non-disputed charges with your utility, and that the information you provided during the enrollment process is complete, accurate, and verifiable.

**10. DISCLAIMER OF WARRANTIES:** THE PARTIES ACKNOWLEDGE AND AGREE THAT NO REPRESENTATION, WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, IS GIVEN OR INTENDED TO ARISE OUT OF THIS CONTRACT EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, AND CENTERPOINT SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

**11. FORCE MAJEURE:** You agree that certain causes and events outside of CenterPoint's control (Force Majeure

Events), including but not limited to acts of God, acts of any governmental authority, acts of terrorists or enemies of the state, accidents, strikes or lock outs, labor troubles, and/or required maintenance work, Force Majeure Events occurring with respect to your natural gas utility or other third party systems or assets may result in interruptions in service, and CenterPoint will not be liable for any such interruptions.

**12. LIMITATIONS OF LIABILITY:** You acknowledge that CenterPoint does not own or control any of the transmission or distribution facilities used to deliver natural gas to you, and accordingly CenterPoint shall have no liability on account of any acts or omissions related thereto or for any interruption or failure to deliver natural gas arising therefrom. Any liabilities of CenterPoint that are not excused by reason of Force Majeure Events or otherwise will be limited to direct actual damages only and neither CenterPoint nor you shall be liable to the other for consequential, special, incidental, punitive, exemplary, or indirect damages.

**13. MISCELLANEOUS:** Your Contract with CenterPoint will be interpreted in accordance with the laws of the State of Ohio, without giving effect to principles of conflicts of laws. Subject to regulatory requirements, CenterPoint may assign this Contract without your consent to an Ohio licensed CRNGS. You may not assign this Contract, in whole or in part, or any of your rights or obligations hereunder. Your Contract constitutes the entire agreement between you and CenterPoint and supersedes all prior or contemporaneous communications, understandings, and agreements between you and CenterPoint related to the supply of residential retail natural gas service to you. This Contract is for the sole and exclusive benefit of you and CenterPoint, and nothing in this Contract will create, or be construed as creating, any express or implied rights in any person or entity other than you and CenterPoint. If you have any questions, concerns or complaints, please contact CenterPoint by U.S. mail, facsimile, email or telephone using the contact information provided in Section 1 of this Contract. If your complaint is not resolved after you have called CenterPoint, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) by phone at 1-800-686-7826 (toll free) from 8AM to 5PM ET, Mon-Fri, online at [www.puc.state.oh.us](http://www.puc.state.oh.us), or by writing to PUCO, Attn: IAD, 180 East Broad Street Columbus, OH 43215. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service)