

CLEVELAND PUBLIC LIBRARY

Finance Committee

October 17, 2017

RESOLUTION TO RATIFY AGREEMENT FOR PURCHASE OF NATURAL GAS

WHEREAS, On September 21, 2017 the Board of Library Trustees authorized the Executive Director or his designee to enter into an agreement for natural gas either through a broker or directly with suppliers that provided the best fixed price for periods of time up to and including 36 months, provided the rates do not exceed the rates \$3.50 per MCF; and

WHEREAS, On September 21, 2017, the lowest price for a 12 month term was \$3.15 per MCF with Ohio Gas & Electric and the Library, through North Shore Energy Consulting, LLC, received a contract from Ohio Gas & Electric for a 12 month term; and

WHEREAS, The Library's Director executed the agreement with Ohio Gas & Electric at the rate of \$3.15 per MCF effective from November 2017 through November 2018; now therefore be it

RESOLVED, That the Board of Library Trustees hereby ratifies the agreement entered into by the Library on September 21, 2017 with Ohio Gas & Electric for natural gas at the rate of \$3.15 per MCF for a 12 month term from November 2017 through November 2018.

Ohio Gas & Electric
Customer Enrollment Form
Fixed Natural Gas Program ~ Residential and Non-Residential Agreement

For internal use:
Contract ID: _____

Cleveland Public Library

AGREEMENT: This is to confirm that _____ ("Customer") agrees to purchase its natural gas from Ohio Gas & Electric. Your term will begin on the latter of your enrollment date or your meter read date occurring **November 20 17**. Your fixed term will end on the sooner of your meter read occurring in **November 20 18** or the last calendar day of that month ("Initial Term") at a fixed rate of \$ 3.15 per Mcf

You are enrolling with Ohio Gas & Electric through your utility's "Energy Choice" program. There is no sign-up fee or minimum charge. You will receive a fixed rate during the Initial Term. This Agreement shall automatically renew for successive monthly periods on a variable rate unless either party notifies the other party in writing of its desire not to renew at least thirty (30) calendar days prior to the end of the intended month of termination. The early termination fee during the Initial Term for residential and small commercial Customers will be \$50 and large commercial Customers will pay an early termination fee equal to the greater of \$150, or liquidated damages. There are no fees if you wish to cancel this Agreement upon the expiration of the Initial Term.

You will receive a welcome letter in the mail confirming the terms of your agreement to enroll in our natural gas program. You may rescind this Agreement within seven (7) business days from the welcome package post mark date by notifying the LU orally or in writing. Your utility will still continue to deliver your natural gas, read your meter and provide you with emergency customer service. You may receive one bill from your LU with OHG&E's supply charges included or you may receive a bill directly from OHG&E. If OHG&E bills you directly for natural gas supplied under this Agreement, you will pay OHG&E a monthly service fee of \$10.00. This price does not include utility distribution service and other utility-related charges, which are separate amounts the Customer may pay to the LU.

While we are your gas supplier, we may periodically request natural gas usage, payment and other information from your utility regarding your account. This information will only be used to enable us to supply you natural gas under this Agreement and will not be used or disclosed for any other purpose. You may rescind authorization for the release of this information at any time by calling (866) 706-7360. By signing this Agreement, you are authorizing the release of this information to Ohio Gas & Electric while we are your natural gas supplier. Switching to a competitive third party supplier is not mandatory, and you have the option of remaining with your utility for basic natural gas supply service.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and to be effective as of the date first written above. By enrolling in this program, I agree to initiate service and begin enrollment and to be bound by and acknowledge receipt of Ohio Gas & Electric's Terms and Conditions of Service. I accept these terms and conditions.

Ohio Gas & Electric

By: _____
Name: _____
Title: _____
Date: _____

Cleveland Public Library

Customer: _____
By: Felton Thomas Jr.
Name: Felton Thomas Jr.
Title: Executive Director, CEO
Date: 09/20/2017

Account Number: 0-4413-0012-6508

If applicable, please check this box if you have attached a list containing the detail of multiple account numbers.

Number of Accounts Attached: 29
Name on the Account: Cleveland Public Library
Utility: Dominion East Ohio
Service Address: 11600 Lorain Ave , Cleveland, Ohio 44102
Billing Address, if different: 325 Superior Ave NE, Cleveland, Ohio 44114
Contact Name: _____
Primary Phone: _____ Secondary Phone: _____
Fax: _____ Email Address: _____
Associated Account: _____ Alpha Code: _____ Re-Enrollment: _____
TSR/CSR: North Shore Energy Date: 09/20/2017

Ohio Gas & Electric ("OHG&E") is not a utility or affiliated with a utility. OHG&E currently offers service to most customers falling within residential and small business rate classes. OHG&E will not accept enrollments for net metered accounts. Pennsylvania Gas & Electric and Maryland Gas & Electric are registered trade names owned in part by Energy Services Providers, Inc. and U.S. Gas & Electric, Inc.

Ohio Customers
RESIDENTIAL and COMMERCIAL FIXED TERMS AND CONDITIONS – NATURAL GAS - PURCHASE AND SALE AGREEMENT

This agreement ("Agreement") to purchase and sell energy is by and between Ohio Gas & Electric. ("OHG&E"), and the Customer (as defined in the Customer Enrollment Form, website enrollment, and/or transcript of the enrollment telephone call between OHG&E and Customer – collectively referred to as the "Enrollment Confirmation") whereby Customer agrees to buy from OHG&E and OHG&E agrees to sell to Customer natural gas (as stated in the Enrollment Confirmation) in amounts necessary to meet 100% of the Customer's requirements during the Term (defined below) of this Agreement. Customer understands that switching to a competitive third party supplier is not mandatory, and Customer has the option of remaining with the local utility ("LU") for basic gas supply service.

1. **Term.** The term of this Agreement ("Term") shall commence as the later of (1) your next billing cycle, (2) the date of the Enrollment Confirmation, (3) the date of your eligibility in the Choice Program, (4) the effective date of the Initial Term stated in the Enrollment Confirmation, or (5) of the date the change of provider to OHG&E is deemed effective by the LU and shall be for 12 months, but in no case later than the (i) earlier of your meter read cycle occurring in **November 2018** or (ii) the last day of the month in **November 2018** ("Initial Term"). This Agreement shall automatically renew for successive monthly periods ("Renewal Term") at a variable rate, unless either party notifies the other party in writing of its desire not to renew at least thirty (30) days prior to the end of the intended month of termination. The LU will send a confirmation notice of the transfer of service to OHG&E. Customers may rescind this Agreement within seven (7) business days from the welcome package post mark date by notifying the LU orally or in writing. LU may charge a switching fee to its Customers. OHG&E may send me two notices offering to renew this Agreement under the same or different conditions. Customer will receive the first notice at least forty-five (45) days and not more than ninety (90) days prior to the expiration date of this Agreement and the second notice no less than thirty-five (35) days prior to the expiration date of this Agreement. This Agreement shall automatically renew in accordance with the terms indicated in the notices unless Customer notifies OHG&E otherwise.

2. **Price.** The price for all energy sold under this Agreement during the Initial Term shall be a fixed rate of \$3.15 per Mcf. The fixed rate assigned to each individual account is guaranteed not to change during the Initial Term of the Agreement. The rate assigned during both the Initial Term and any Renewal Term is exclusive of all applicable state and local taxes and the LU's service and delivery charges. The monthly rate may be higher or lower than the LU price in any given month. The rate assigned to any particular individual account may vary from the rate assigned to any other particular individual account, even though such accounts may be in the same utility rate class. If due to a change in market conditions, OHG&E desires to lower the price during the Initial Term, OHG&E may do so without Customer consent. The rate listed above includes an Aggregator or Broker Fee. The price for all energy sold under this Agreement during the Renewal Term shall be at a monthly variable rate. The variable rate assigned to each individual account is a rate set by us each month based on our evaluation of a number of factors that affect the total price of natural gas to a customer. The following factors may include but are not limited to potential items such as the cost of gas, transportation costs, storage costs, margins. Each month our management uses this information along with numerous other considerations, to determine the price in the upcoming month. The rate assigned to any particular individual account may vary from the rate assigned to any other particular individual account, even though such accounts may be in the same utility rate class.

3. **Consumer Protections.** In the event of non-payment of any amounts owed by Customer to OHG&E, Customer may be subject to suspension of distribution service by the LU and OHG&E reserves the right to terminate this Agreement and commodity service hereunder to the Customer under procedures approved by the Public Utility Commission of Ohio ("PUCO"). OHG&E will provide at least fourteen (14) days notice prior to canceling service to Customer for Customer non-payment of any amounts owed to OHG&E. OHG&E will not disclose Customer's social security number and/or account number(s) without Customer's consent except for OHG&E's own collections and credit reporting, participation in programs funded by the universal service fund. OHG&E is prohibited from disclosing a Customer's social security and/or account number(s) without the customer's consent except for OHG&E's own collections and credit reporting, participation in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or assigning a Customer contract to another supplier provider.

4. **Emergency Service.** In the event of an energy emergency or service interruption, you should immediately call your local utility's 24-hour gas emergency hotline (Dominion East Ohio at 877-542-2630 or Columbia Gas of Ohio at 800-282-0157) and emergency personnel.

5. **Information Release Authorization.** Customer authorizes OHG&E to obtain and review information regarding the Customer's credit history from credit reporting agencies and Customer's consumption history, billing determinant, and credit information from the LU. This information may be used by OHG&E to determine whether it will commence, or continue to provide energy supply service to Customer and will not be disclosed to a third-party unless required by law. The Enrollment Confirmation shall be deemed to represent Customer's authorization for the release of this information to OHG&E. This authorization will remain in effect during the Initial Term and any Renewal Term of this Agreement. Customer may rescind this authorization at any time by providing written notice thereof to OHG&E at 100 E. Campus View Blvd., Suite 250, Columbus, OH 43235, or calling OHG&E at 1-866-706-7360. OHG&E reserves the right to cancel this Agreement on fifteen (15) calendar days notice in the event Customer rescinds such authorization.

6. **Dispute Resolution.** "If your complaint is not resolved after you have called your natural gas supplier and/or your natural gas utility, or for general utility information, residential and business Customers may contact the PUCO for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired Customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility Customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>." The Customer shall remit payment as required during the dispute, and such payment shall be refunded if warranted by the decision of the mediator or court.

7. **Procedures.** Customer may cancel this Agreement (for reasons other than non-payment) at any time by providing written notice to the other party at least thirty (30) days prior to the end of the intended month of termination or by contacting OHG&E at 866-706-7360. If Customer cancels this Agreement prior to the end of the Initial Term, or if OHG&E cancels this agreement for non-payment, residential and small commercial Customers will pay an early termination fee of \$50.00 and large commercial Customers will pay an early termination fee equal to the greater of \$150.00 or liquidated damages. Liquidated damages shall be equal to the Customer sales price minus the transaction price that OHG&E can receive for liquidating Customer's obligations under the Agreement multiplied by the estimated remaining volume during the Initial Term. If Customer fails to notify OHG&E as set forth above, Customer shall remain liable to pay OHG&E for any energy acquisitions made by OHG&E to serve Customer under this Agreement at the price



set forth above. It may take up to sixty (60) days after cancellation for Customer to receive supply from the LU or other energy supplier, depending upon the LU or other supplier procedures, and Customer is responsible for all OHG&E supply charges until Customer receives supply from the LU or other supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading, or if meter access is restricted, an estimate of consumption will be used to calculate such bill, which will be reconciled after the final meter reading. Residential customers may cancel this Agreement without penalty in the event Customer relocates outside the service territory of the LU, or if the service location is not served by any of the LU's OHG&E is approved to supply in. If LU removes Customer's account from consolidated billing, OHG&E reserves the right to bill Customer directly. Customers returning to the utility may or may not be served under the same rates, terms, and conditions that apply to other Customers served by the LU.

8. **Energy Supply Quantity.** All energy quantities supplied under this Agreement, including storage gas, shall be determined solely by the LU and all such amounts shall be accepted as accurate and conclusive by both parties and shall constitute the amount of the sale hereunder.

9. **Agency & Power of Attorney.** Customer appoints OHG&E as its agent and grants OHG&E a power of attorney to act on Customer's behalf in acquiring the supplies necessary to meet Customer's gas needs, contracting for and administering transportation, transmission and related services over interstate facilities and any LU services necessary to deliver gas to the Customer's premises. These services are provided by OHG&E at no additional charge to Customer as they are already included in the price noted above.

10. **Invoicing and Payment.** You may receive one bill from your LU with OHG&E's supply charges included or you may receive a bill directly from OHG&E. If OHG&E bills you directly for gas supplied under this Agreement, Customer will pay OHG&E a monthly service fee of \$10.00. This price does not include utility distribution service and other utility-related charges, which are separate amounts the Customer may pay to the LU. Customer will pay each invoice in full, on or before the due date, or be subject to a late payment charge of 1.5% per month. Customer payments shall be pro-rated between the LU and OHG&E in accordance with procedures adopted by the PUCO. Failure to pay natural gas utility charges may result in Customer being disconnected in accordance with natural gas utility tariff. Customer has the right to request from OHG&E, twice within a twelve month period, up to twenty-four months of the customer's payment history without charge.

11. **Title.** All natural gas sold under this Agreement shall be delivered to a location considered the "Point of Delivery," which shall be a location determined by OHG&E, and shall constitute the point at which, upon delivery thereto, the sale occurs and title passes from OHG&E to Customer.

12. **Budget Billing.** At this time, Ohio Gas & Electric does not offer budget billing within the State of Ohio.

13. **Liability.** In no event shall either party be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from a breach of this Agreement.

14. **Choice of Laws.** Venue for any lawsuit brought to enforce any term or condition of this Agreement, or to construe the terms hereof shall be exclusively in Ohio. This Agreement shall be construed under and shall be governed by the laws of Ohio.

15. **Assignment.** Customer may not assign its interest in and obligations under this Agreement without the express advance written consent of OHG&E. OHG&E may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the PUCO rules and procedures, if any, governing such transactions.

16. **Severance.** If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

17. **No Warranties.** Unless otherwise expressly set forth in this Agreement, OHG&E provides and Customer receives no warranties, express or implied, statutory, or otherwise and OHG&E specifically disclaims any warranty of merchantability or fitness for a particular purpose.

18. **Delay or Failure to Exercise Rights.** No partial performance, delay or failure on the part of OHG&E in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.

19. **Force Majeure and Other Circumstances.** The term "Force Majeure" shall mean any cause not reasonably within the control of the party claiming suspension and which by the exercise of due diligence, such party is unable to prevent or overcome, including but not limited to, any act or cause by the LU or any transportation or transmitting entity. If either party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, they shall give immediate notice to the maximum extent practicable in writing and provide particulars to the other party. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, and such party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. The party claiming suspension of obligations must in good faith attempt to mitigate and/or terminate the Force Majeure. If at some future date there is a change in any law, rule, regulation or pricing structure whereby OHG&E is prevented, prohibited or frustrated from carrying out its intent under, or the terms of, the transactions contemplated by this Agreement, then, at the sole discretion of OHG&E, this Agreement may be cancelled by OHG&E.

20. **Taxes and Laws.** Except as provided in this Agreement or by law, all taxes, levies, assessments and fees of whatsoever kind, nature and description, due and payable with respect to the delivery of energy under this Agreement, shall be paid or reimbursed by Customer except for federal, state or local taxes imposed on the net taxable income of OHG&E. The parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having competent jurisdiction.

21. **Entire Agreement.** This Agreement and the Enrollment Confirmation set forth the entire agreement between the parties with respect to the terms and conditions of this transaction; any and all other agreements, understandings and representations by and between the parties with respect to the matters addressed herein and therein are superseded by this Agreement and the Enrollment Confirmation.

22. **Acceptance and Amendments.** This Agreement shall not become effective until accepted by OHG&E. OHG&E reserves the right to reject Customer, or to cancel this Agreement upon failure of Customer to maintain satisfactory credit standing as determined by OHG&E in OHG&E's sole discretion, or to meet minimum or maximum threshold consumption levels as determined by OHG&E in OHG&E's sole discretion. OHG&E may amend the terms of this Agreement at any time, consistent with any applicable law, rule or regulation, by providing notice to Customer of such amendment at least thirty (30) days prior to the effective date thereof. If Customer does not agree to such amendment, Customer may cancel this Agreement by providing written notice to OHG&E within thirty (30) days of the date of OHG&E's notice of amendment. For inquiries and information regarding gas suppliers and the competitive retail energy market, you may contact the PUCO at 1-800-686-7826.



USG&E Multiple Account Details Page

Utility Name	Type	Account # or FOD ID	Name on Account	Service Address	Billing Address
DEO	Commercial	0-5000-411-5-91-31	Cleveland Public Library	5813 Griswold Ave, Cleveland, Ohio 44104	325 Superior Ave NE, Cleveland, Ohio 44114
DEO	Commercial	1-4412-0011-7-751	Cleveland Public Library	1900 Fulton Rd , Cleveland, Ohio 44114	325 Superior Ave NE, Cleveland, Ohio 44114
DEO	Commercial	1-5000-5407-7-113	Cleveland Public Library	525 Superior Ave, Cleveland, Ohio 44114	325 Superior Ave NE, Cleveland, Ohio 44114
DEO	Commercial	4-4411-0012-8-939	Cleveland Public Library	5806 Woodland Ave, Cleveland, Ohio 44104	325 Superior Ave NE, Cleveland, Ohio 44114
DEO	Commercial	4-4411-0012-8-402	Cleveland Public Library	5806 Woodland Ave, Cleveland, Ohio 44104	325 Superior Ave NE, Cleveland, Ohio 44114
DEO	Commercial	4-5000-3400-1-1378	Cleveland Public Library	7200 Broadway Ave, Cleveland, Ohio 44105	325 Superior Ave NE, Cleveland, Ohio 44114
DEO	Commercial	4-5000-421-6-7-332	Cleveland Public Library	11535 Staker Blvd, Cleveland, Ohio 44120	325 Superior Ave NE, Cleveland, Ohio 44114
DEO	Commercial	4-5000-5266-6-273	Cleveland Public Library	2704 Clark Unit A, Cleveland, Ohio 44109	325 Superior Ave NE, Cleveland, Ohio 44114
DEO	Commercial	5-4401-001-3-4-456	Cleveland Public Library	3704 Pearl Rd, Cleveland, Ohio 44109	325 Superior Ave NE, Cleveland, Ohio 44114
DEO	Commercial	5-4401-001-3-4-480	Cleveland Public Library	865 152nd St., Cleveland, Ohio 44110	325 Superior Ave NE, Cleveland, Ohio 44114
DEO	Commercial	5-4403-001-3-4-441	Cleveland Public Library	4303 Pearl Rd, Cleveland, Ohio 44109	325 Superior Ave NE, Cleveland, Ohio 44114
DEO	Commercial	5-4405-001-3-4-497	Cleveland Public Library	1942 E 107th, Cleveland, Ohio 44106	325 Superior Ave NE, Cleveland, Ohio 44114
DEO	Commercial	5-4406-001-3-4-500	Cleveland Public Library	2200 E 30th St, Cleveland, Ohio 44115	325 Superior Ave NE, Cleveland, Ohio 44114
DEO	Commercial	5-4412-001-3-4-469	Cleveland Public Library	3830 E 131st St, Cleveland, Ohio 44120	325 Superior Ave NE, Cleveland, Ohio 44114
DEO	Commercial	5-4412-001-3-4-473	Cleveland Public Library	8216 Lorain Ave., Cleveland, Ohio 44102	325 Superior Ave NE, Cleveland, Ohio 44114
DEO	Commercial	5-4414-001-3-4-434	Cleveland Public Library	14000 Kirtman Rd, Cleveland, Ohio 44120	325 Superior Ave NE, Cleveland, Ohio 44114
DEO	Commercial	5-5000-3587-2-369	Cleveland Public Library	7201 Kirtman Rd STE 101, Cleveland, Ohio 44104	325 Superior Ave NE, Cleveland, Ohio 44114
DEO	Commercial	6-4404-001-3-4-412	Cleveland Public Library	850 Jefferson Ave, Cleveland, Ohio 44113	325 Superior Ave NE, Cleveland, Ohio 44114
DEO	Commercial	8-4418-0011-8-115	Cleveland Public Library	3805 W 157th St, Cleveland, Ohio 44111	325 Superior Ave NE, Cleveland, Ohio 44114
DEO	Commercial	8-5000-5371-3-093	Cleveland Public Library	16918 Harvard Ave, Cleveland, Ohio 44128	325 Superior Ave NE, Cleveland, Ohio 44114
DEO	Commercial	9-4401-001-3-4-533	Cleveland Public Library	3545 Fulton, Cleveland, Ohio 44109	325 Superior Ave NE, Cleveland, Ohio 44114
DEO	Commercial	9-4402-0012-8-439	Cleveland Public Library	17001 Lake Shore Blvd, Cleveland, Ohio 44140	325 Superior Ave NE, Cleveland, Ohio 44114
DEO	Commercial	9-4405-0012-8-428	Cleveland Public Library	1566 Crawford Ave., Cleveland, Ohio 44106	325 Superior Ave NE, Cleveland, Ohio 44114
DEO	Commercial	9-4409-0012-8-412	Cleveland Public Library	7910 Detroit Ave, Cleveland, Ohio 44105	325 Superior Ave NE, Cleveland, Ohio 44114
DEO	Commercial	9-4412-001-3-4-526	Cleveland Public Library	3463 E 93rd St, Cleveland, Ohio 44104	325 Superior Ave NE, Cleveland, Ohio 44114
DEO	Commercial	9-4418-0012-8-459	Cleveland Public Library	4421 W 140th St, Cleveland, Ohio 44135	325 Superior Ave NE, Cleveland, Ohio 44114
DEO	Commercial	5-4420-0012-8-370	Cleveland Public Library	3096 Scranton Rd, Cleveland, Ohio 44113	325 Superior Ave NE, Cleveland, Ohio 44114
DEO	Commercial	9-4420-001-3-4-540	Cleveland Public Library (Glenville)	11900 Saint Clair Ave, Cleveland, Ohio 44108	325 Superior Ave NE, Cleveland, Ohio 44114
DEO	Commercial	9-5000-3325-9-589	Cleveland Public Library	6901 Superior Ave, Cleveland, Ohio 44103	325 Superior Ave NE, Cleveland, Ohio 44114

Initial and Date: SP 9/24/17

Business Name: Cleveland Public Library
 Contract Name and Title:
 Phone Number:
 Address: 325 Superior Ave NE
 City: Cleveland
 State: OH
 Zip: 44114

