

CLEVELAND PUBLIC LIBRARY

Finance Committee
May 21, 2009

RESOLUTION RATIFYING THE PURCHASE OF NATURAL GAS

- WHEREAS, Deregulation of the natural gas industry in Ohio allows Dominion East Ohio Gas customers to select a natural gas supplier; and
- WHEREAS, The PUCO-East Ohio Energy Choice Program provides listings of participating suppliers which the Facilities Department reviews; and
- WHEREAS, The Library purchases natural gas for 29 locations at an annual cost of over \$300,000.00; and
- WHEREAS, IGS Energy is offering one-year contract pricing of \$7.99 per thousand cubic feet for a savings of \$2.00 per thousand cubic feet compared to the price we are currently paying; now therefore be it
- RESOLVED, That the Board of Library Trustees ratify a one-year agreement for the purchase of natural gas covering the Library's 29 locations with IGS Energy.

Cleveland Public Library

To Sandra Kuban
From Myron Scruggs
Date May 8, 2009
Subject Natural Gas Supplier

After researching natural gas prices I find that at this time IGS Energy will extend our contract for one (1) year at a fixed rate of \$7.99@MCF; this will reduce our cost by \$2.00@MCF.

V4CH-IND Amendment

Attention: Interstate Gas Supply, Inc. ("Seller")
Industrial/Commercial Sales Division

IGS Fax #: 614-923-1010

Company Name Cleveland Public Library ("Buyer")

Contact Name Myron Scruggs Tel 216-623-2800 Fax _____

Amendment to V4CH-IND Contract signed on: 10/1/09

Dominion East Ohio ("NGDC") Account Number/s See Exhibit A

Price Options:

Option 1 Variable Price:

Beginning with the _____ billing cycle through the _____ billing cycle the price per MCF for all gas delivered to the burnertip will be determined monthly by 100% of the applicable _____ (depending on your billing cycle), plus \$_____ which shall include all interstate transportation, pipeline and distribution shrinkage, BTU conversion and pooling fees and excluding all applicable taxes and NGDC distribution and transportation charges. After the Price Expiration Date, the pricing will be as described under Renewal Variable Pricing in V4CH-IND Terms and Conditions. **Subject to Credit Approval, Buyer shall have the option to request the Fixed Price option at a mutually agreeable price, which shall be effective only upon written acceptance by Seller of a new Confirmation.**

Option 2 Fixed Price:

Beginning with the **December 2009** billing cycle through the **November 2010** billing cycle, the price per MCF for all gas delivered to the burnertip will be fixed at **\$7.99 per MCF**, plus all applicable taxes and NGDC distribution and transportation charges. After the Price Expiration Date, the pricing will be as described under Renewal Variable Pricing in V4CH-IND Terms and Conditions.

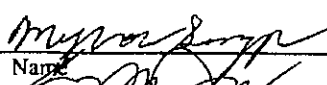
Option 3 Partial Fixed Price:

Beginning with the _____ billing cycle through the _____ billing cycle, the price per MCF delivered to the burnertip for all gas described under "Partial Fixed Volumes" listed below, without regard for Monthly Tolerance will be fixed at \$_____, plus all applicable taxes and NGDC distribution and transportation charges. The price per MCF delivered to the burnertip for the Reported Volumes in excess of the Partial Fixed Volumes shall be determined using the Variable Price described in Option 1 above. After the Price Expiration Date, the pricing will be as described under Renewal Variable Pricing in V4CH-IND Terms and Conditions.

MCF Volumes at Burnertip: ("Full Contract Volumes") ("Partial Fixed Volumes")

Month	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec
Full Volumes	4859	4737	2899	1475	779	324	298	308	559	1163	2890	4029
Partial Volumes												
Partial Vols Year												

Amendment: All other terms and conditions of original referenced Agreement continue to apply unless specifically revised herein.

Accepted by Buyer:  FACILITE) ADMINISTRATOR 5/8/09
Name Title Date

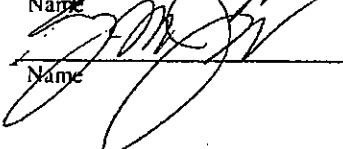
Agreed to by Seller:  DIRECTOR OF 5/8/09
Name Title Date
SALES

Exhibit A

Account #	Facility Name	Service Address	City	State	Zip Code
9500033259589	Addison	6901 Superior Ave	Cleveland	OH	44103
9441300128461	Broadway	5417 Broadway Ave	Cleveland	OH	44127
5440100134456	Brooklyn	3706 Pearl	Cleveland	OH	44109
1441200117751	Carnegie West	1900 Fulton Rd	Cleveland	OH	44113
5440100134480	Collinwood	856 E 152 St	Cleveland	OH	44110
5441200134469	East 131 St	3830 E 131 St	Cleveland	OH	44120
0441300126508	Eastman	11601 Lorain Ave	Cleveland	OH	44111
4500034001378	Fleet	7200 Broadway Ave	Cleveland	OH	44105
9440100134533	Fulton	3545 Fulton Ave	Cleveland	OH	44109
9442000134540	Glenville	11900 St. Clare Ave	Cleveland	OH	44108
8441400134563	Harvard-Lee	16918 Harvard Ave	Cleveland	OH	44128
9440500128428	Hough	1525 Crawford Ave	Cleveland	OH	44106
6440400134412	Jefferson	850 Jefferson Ave	Cleveland	OH	44113
9440200128439	Lake Shore Facility	17001 Lake Shore	Cleveland	OH	44110
5441200134473	Lorain	8216 Lorain Ave	Cleveland	OH	44102
5440600134497	M.L. King, JR	1962 Stokes Blvd	Cleveland	OH	44106
5440100401530	(Old) Memorial	15212 Lake Shore Blvd	Cleveland	OH	44110
5441400134434	Mt. Pleasant	14000 Kinsman RD	Cleveland	OH	44120
6441100117764	Rice	2820 E 116 St	Cleveland	OH	44120
9441800128459	Rockport	4421 W 140 St	Cleveland	OH	44135
5442000128370	South	3096 Scranton Ave	Cleveland	OH	44113
5440300134441	South Brooklyn	4303 Pearl Rd	Cleveland	OH	44109
5440600134500	Sterling	2200 E 30 St	Cleveland	OH	44115
9441200134526	Union	3463 E 93 St	Cleveland	OH	44104
9440900128412	Walz	7910 Detroit Ave	Cleveland	OH	44102
8441800118115	West Park	3805 W 157 St	Cleveland	OH	44111
4441100128402	Woodland Branch	5806 Woodland Ave	Cleveland	OH	44104
4441100128399	Woodland Garage	5806 Woodland Ave	Cleveland	OH	44104
5500035872369	Garden Valley	7201 Kinsman Suite 101	Cleveland	OH	44104