

CLEVELAND PUBLIC LIBRARY

Finance Committee
September 15, 2015

**RESOLUTION TO RATIFY AGREEMENTS FOR THE PURCHASE OF
NATURAL GAS AND ELECTRICITY**

WHEREAS, On May 21, 2015 the Board of Library Trustees authorized the Executive Director or his designee to enter into contracts for natural gas and electricity either through a broker or directly, as the Library deemed appropriate, with suppliers that have the best fixed rates for periods of time up to and including 36 months, provided the rates do not exceed the rates currently being paid by the Library for gas and electric; and

WHEREAS, The Cleveland Public Library had a contract with Direct Energy Business, LLC for the supply of electricity through August 2015 at the rate of \$6.260 per kWh; and

WHEREAS, The Library currently has a contract with Interstate Gas Supply, Inc. through October 31, 2015 at the rate of \$4.14 per Mcf; and

WHEREAS, The Library entered into an electricity supply agreement with Dynegy Energy Services, LLC at the rate of \$5.270 per kWh from August 2015 through August 2018 through broker consultant North Shore Energy Consulting, LLC; and

WHEREAS, The Library entered into an agreement with Interstate Gas Supply, Inc. at the rate of \$3.14 per Mcf from November 2015 billing cycle through October 2016 billing cycle through broker consultant North Shore Energy Consulting, LLC; now therefore be it

RESOLVED, That the Board of Library Trustees hereby ratifies the agreements entered into by the Library on July 8, 2015 with Dynegy Energy Services, LLC for electricity at the rate of \$5.270 for a 36 month term from August 2015 through August 2018 and Interstate Gas Supply, Inc. at the rate of \$3.14 per Mcf for a 12 month term from November 2015 through October 2016.



ELECTRIC SERVICE AGREEMENT
EXHIBIT A – All-Inclusive Fixed Pricing for Large Commercial Customers
Issued: JULY 8, 2015

This offer is presented to CLEVELAND PUBLIC LIBRARY ("Customer") by Dynegy Energy Services (East), LLC d/b/a Dynegy Energy Services, LLC ("Supplier") and represents a price for all of the electricity requirements at the service location(s) listed below (each service location referred to as an "Account"). Upon acceptance, this offer will become Exhibit A of Supplier's Electric Service Agreement Terms & Conditions ("Agreement"), a copy of which is attached. By signing this Exhibit A, Customer is authorizing Supplier to enroll each Account with the Electric Distribution Utility ("EDU") noted in Table 1 which will allow Supplier to provide electricity to each Account.

THIS EXECUTABLE OFFER EXPIRES AT 3:00 PM EPT ON JULY 8, 2015.

TABLE 1: TERM AND PRICE			
Term Begins:	AUGUST 2015		
Term Ends:	<i>Customer Initial in one box below to elect Term and associated Price:</i>		
	AUGUST 2018	Ch	
Power Price (\$/kWh) (if blank, N/A):	\$0.0527	Ch	
Additional Voluntary Renewable Charge:			
Voluntary Renewable Quantity (%):			
Electric Distribution Utility:	FE - CEI ("EDU" or "Utility")		
Regional Transmission Organization (if blank, N/A):	PJM ("RTO")		
Agent/Broker/Consultant (if blank, N/A):	North Shore Energy (NSE)		

TABLE 2: ACCOUNT INFORMATION		
EDU Account # / FirstEnergy Customer # / AEP Service Delivery Indicator	Bill Group	Service Location
PLEASE SEE ATTACHED LIST		

This offer is contingent on acceptance by the EDU of the enrollment of Customer with Supplier. By signing below, you certify that 1) you are authorized on behalf of Customer to enter into this Agreement with Supplier, 2) Customer has read the Terms & Conditions of this Agreement and agrees to be bound by them, and 3) Customer authorizes Supplier to enroll the Account(s) listed in Table 2 with the EDU which will allow Supplier to provide retail electricity.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the date last signed by the parties.

CLEVELAND PUBLIC LIBRARY ("Customer") Signature: <u>Cindy Lombardo</u> Print: _____ Name: <u>CINDY LOMBARDO</u> Print Title: <u>DEPUTY DIRECTOR / COO</u> Date: <u>7/8/2015</u>	Customer Notice Information ATTN: <u>Myron Scruggs</u> Street: <u>325 Superior Avenue</u> City/State/ZIP: <u>Cleveland, OH 44114</u> E-mail: <u>mscruggs@cpl.org</u> Phone: <u>216-623-2903</u>
DYNEGY ENERGY SERVICES (EAST), LLC d/b/a DYNEGY ENERGY SERVICES, LLC ("Supplier") Signature: <u>Lauren Matson</u> Print Name: <u>Lauren Matson</u> Title: <u>Manager, Broker & Inside Sales</u> Date: <u>7/8/15</u>	<p align="center">Upon signature and completion above, please return all pages of this Agreement by E-mail to your Sales Representative and DynegyEnergyServicesOhio@dynegy.com</p>

Utility Name	Service Name	Service Address	Service City	Service State	Service Zip	Account No.	Meter Numbers	Annual Usage
OH - FE The Illuminating Company	CLEVELAND PUBLIC LIBRARY	525 SUPERIOR AVE	CLEVELAND	OH	44114	08004607261250001296	A11928623	2,273,400
OH - FE The Illuminating Company	CLEVELAND PUBLIC LIBRARY	3463 E 93RD ST	CLEVELAND	OH	44104	08004607261610000956	A11928611	108,560
OH - FE The Illuminating Company	CLEVELAND PUBLIC LIBRARY	525 SUPERIOR AVE	CLEVELAND	OH	44114	08004607265000040862	909943765	6,437,200
OH - FE The Illuminating Company	CLEVELAND PUBLIC LIBRARY	4421 W 140TH ST	CLEVELAND	OH	44135	08004607261350000312	ALL	67,920
OH - FE The Illuminating Company	CLEVELAND PUBLIC LIBRARY	3463 E 93RD ST	CLEVELAND	OH	44104	08004607265000041062	light	2,520
OH - FE The Illuminating Company	CLEVELAND PUBLIC LIBRARY	850 JEFFERSON AVE	CLEVELAND	OH	44113	08004607261670000172	A11692519	87,760
OH - FE The Illuminating Company	CLEVELAND PUBLIC LIBRARY	850 JEFFERSON AVE A/L	CLEVELAND	OH	44113	08004607265000036749	light	1,956
OH - FE The Illuminating Company	CLEVELAND PUBLIC LIBRARY	7910 DETROIT AVE	CLEVELAND	OH	44102	08004607265000044129	ALL	1,896
OH - FE The Illuminating Company	CLEVELAND PUBLIC LIBRARY	2200 E 30TH ST	CLEVELAND	OH	44115	08004607261230000974	A11928620	83,520
OH - FE The Illuminating Company	CLEVELAND PUBLIC LIBRARY	2200 E 30th St	Cleveland	OH	44115	08004607265000043341	light	1,956
OH - FE The Illuminating Company	CLEVELAND PUBLIC LIBRARY	4303 PEARL RD	CLEVELAND	OH	44105	08004607261490000929	A11385069	123,760
OH - FE The Illuminating Company	CLEVELAND PUBLIC LIBRARY	11535 SHAKER BLVD	CLEVELAND	OH	44109	08004607261670000420	909894876	134,480
OH - FE The Illuminating Company	CLEVELAND PUBLIC LIBRARY	1566 CRAWFORD RD	CLEVELAND	OH	44120	080046072650000341555	910386334	272,800
OH - FE The Illuminating Company	CLEVELAND PUBLIC LIBRARY	1980 STOKES BLVD POL	Cleveland	OH	44106	08004607261580001118	908240534	176,240
OH - FE The Illuminating Company	CLEVELAND PUBLIC LIBRARY	10200 SUPERIOR AVE	CLEVELAND	OH	44106	08004607265000043622	light	4,560
OH - FE The Illuminating Company	CLEVELAND PUBLIC LIBRARY	10200 SUPERIOR AVE	CLEVELAND	OH	44114	080046072610500095671	728740457	106,040
OH - FE The Illuminating Company	CLEVELAND PUBLIC LIBRARY	3830 E 131ST ST	CLEVELAND	OH	44120	08004607261960000915	908243382	82,720
OH - FE The Illuminating Company	CLEVELAND PUBLIC LIBRARY	14000 Kinsman Rd	Cleveland	OH	44120	08004607265000041155	light	1,896
OH - FE The Illuminating Company	CLEVELAND PUBLIC LIBRARY	16918 HARVARD AVE	CLEVELAND	OH	44128	080046072650000345	ALL	128,480
OH - FE The Illuminating Company	CLEVELAND PUBLIC LIBRARY	3805 W 157TH ST	CLEVELAND	OH	44111	080046072614600094095	A11280985	96,046
OH - FE The Illuminating Company	CLEVELAND PUBLIC LIBRARY	17133 LAKE SHORE BLVD	CLEVELAND	OH	44110	08004607261570000786	A11425157	2,415,840
OH - FE The Illuminating Company	CLEVELAND PUBLIC LIBRARY	11602 LORAIN AVE	Cleveland	OH	44110	08004607265000041544	light	3,912
OH - FE The Illuminating Company	CLEVELAND PUBLIC LIBRARY	3706 PEARL RD	CLEVELAND	OH	44111	08004607261700000161	A12281981	107,600
OH - FE The Illuminating Company	CLEVELAND PUBLIC LIBRARY	3545 FULTON RD	CLEVELAND	OH	44109	08004607261710000178	A11816964	79,040
OH - FE The Illuminating Company	CLEVELAND PUBLIC LIBRARY	7910 DETROIT AVE	CLEVELAND	OH	44109	08004607261620000179	A11816952	104,320
OH - FE The Illuminating Company	CLEVELAND PUBLIC LIBRARY	1980 STOKES BLVD	CLEVELAND	OH	44102	08004607261450000155	ALL	63,122
OH - FE The Illuminating Company	CLEVELAND PUBLIC LIBRARY	14000 KINSMAN RD	CLEVELAND	OH	44106	08004607261910001136	A11385061	265,760
OH - FE The Illuminating Company	CLEVELAND PUBLIC LIBRARY	10200 Superior Ave A/L	Cleveland	OH	44114	08004607265000043340	light	103,440
OH - FE The Illuminating Company	CLEVELAND PUBLIC LIBRARY	7200 Broadway Ave POL	Cleveland	OH	44105	08004607265000039831	light	3,216
OH - FE The Illuminating Company	CLEVELAND PUBLIC LIBRARY	4303 Pearl Rd A/L	Cleveland	OH	44109	08004607265000040244	light	1,956
OH - FE The Illuminating Company	CLEVELAND PUBLIC LIBRARY	3805 W 157th St A/L	Cleveland	OH	44111	08004607265000043233	light	1,260
OH - FE The Illuminating Company	CLEVELAND PUBLIC LIBRARY	3545 Fulton Rd POL	Cleveland	OH	44109	08004607265000041540	light	1,956
OH - FE The Illuminating Company	CLEVELAND PUBLIC LIBRARY	4421 W 140th St OAL	Cleveland	OH	44135	08004607265000043234	light	1,896

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**ELECTRIC SERVICE AGREEMENT
TERMS & CONDITIONS**

This Electric Service Agreement ("Agreement") is between Supplier and Customer and is dated and effective as of the date the Exhibit A is signed by both parties. To the extent there is a conflict in the terms, interpretation or understanding of this Agreement and Exhibit A, the terms of Exhibit A shall supersede the terms of this Agreement.

1. ELECTRIC ENERGY SERVICES

Supplier shall supply and deliver to Customer and Customer shall purchase and receive from Supplier all retail electricity as defined in Exhibit A, pursuant to the terms and conditions which are described in Exhibit A and incorporated herein for all purposes. Customer's Electric Distribution Utility ("EDU") will be responsible for delivery of electricity to Customer. The delivery of electricity over the EDU's distribution system is subject to the terms and conditions of the EDU's tariff relating to delivery and metering. Customer's EDU will send Customer a notice confirming the switch to Supplier for electricity (the "Confirmation"). Customer shall provide written notice as soon as practicable of any changes to Customer's Account and meter numbers and/or billing locations. The electricity will be delivered to the interconnection between the transmission system of the applicable transmission provider and the Electric Distribution Utility's ("EDU") distribution system ("Delivery Point"). The EDU will be responsible for delivery of electricity to Customer's meter from the Delivery Point. Customer is solely responsible for payments of all charges related to the delivery of electricity from the EDU whether billed to Supplier or Customer. Customer agrees to release Supplier from any liability, demand, or payment related to the delivery of electricity from EDU but only to the extent consistent with Chapter 2744 of the Ohio Revised Code. Customer represents and warrants it is eligible to receive electricity from Supplier and that it has given all required notices to the supplier currently serving Customer, if applicable.

2. TERM OF AGREEMENT

Electricity delivery will begin for each Account with the first available meter reading date after Supplier and the EDU process Customer's enrollment request, and ends with the regularly scheduled meter reading date for the month noted under Term Ends in Exhibit A ("Term"), unless the Parties mutually agree to extend the term of this Agreement in writing ("Renewal Term") or unless Supplier in its sole discretion elects to continue delivering electricity to Customer on a month-to-month basis at the market-based costs determined by Supplier as set forth in Section 3 of this Agreement. Regularly scheduled meter reading dates are defined by the EDU.

3. MONTHLY RENEWAL

If Supplier and Customer have not entered into any written modification, amendment, or renewal of this Agreement, and if Customer has not elected to obtain service from another electric service provider, this Agreement shall automatically continue on a month-to-month basis ("Monthly Renewal") at the market-based costs determined by Supplier. THE MONTHLY RENEWAL IS AUTOMATIC AND SUPPLIER CAN RENEW THIS CONTRACT ON A MONTH-TO-MONTH BASIS WITHOUT CUSTOMER'S AFFIRMATIVE CONSENT, EVEN WHEN THERE IS A CHANGE IN THE RATE OR OTHER TERMS AND CONDITIONS.

4. POWER PRICE

The Power Price noted in Exhibit A includes charges for energy, capacity, distribution and transmission energy losses, and scheduling and load forecasting associated with the delivery of electricity, and may include RTO network transmission and ancillary services where applicable. In addition, the Power Price includes charges associated with the purchase, acquisition and delivery of renewable energy certificates ("RECs") in accordance with any Renewable Portfolio Standard requirements. Customer will incur additional service and delivery charges from the EDU, and Customer is solely responsible for payments of all charges related to the delivery of electricity from the EDU.

5. PAYMENTS/INVOICES

Customer will receive a single monthly bill from the EDU that contains both Supplier's charges and the EDU's charges. Payment will be due according to the EDU's billing schedule. Customer will make payment to the EDU. If Customer fails to make any payments under this Agreement or fails to meet any agreed-upon payment arrangements, Supplier may terminate this Agreement by giving Customer written notice of at least thirty (30) calendar days. Failure to pay the EDU's charges may result in the Account(s) being disconnected in accordance with the EDU's tariff. If an Account is switched back to the EDU for service, it may not be served under the same rates, terms and conditions that apply to other customers served by the EDU.

6. CUSTOMER INFORMATION

Customer authorizes Supplier to receive current and historical energy billing and usage data from the EDU and such authorization shall remain in effect unless Customer rescinds such authorization in writing. Supplier reserves the right to cancel this Agreement in the event that Customer rescinds such authorization. Customer has the right to request from Supplier, twice within a twelve-month period without charge, up to twenty-four months of Customer's payment history.

7. CHANGES IN CONSUMPTION

Customer will provide Supplier reasonable advance notification of any planned shut-downs or known or anticipated changes to Customer's operations that will have an impact on Supplier's ability to accurately forecast Customer's load and/or notice of any Account closings that may occur or may be expected to occur during the Term. Supplier may incorporate a request that Customer provide a periodic production or load forecast to aid in forecasting Customer's load requirements as part of the terms of this Agreement.

8. TERMINATION

Upon termination of this Agreement for any reason, Customer will return to its EDU for electricity. The effective date of any termination by Customer or Supplier will be the next regularly scheduled meter read date after expiration of any required notice period. Upon termination by any party for any reason, Customer will remain responsible for all charges for electricity through the date of termination. If Customer terminates this Agreement for any reason before the end of the Term or any Renewal Term, or if Supplier terminates this Agreement for Customer's failure to make any payments under this Agreement, Customer will be responsible for the payment of damages to Supplier at a price to be calculated pursuant to Section 9 "Suspension and Early Termination".

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9. EVENTS OF DEFAULT

Definition: An "Event of Default" shall mean, with respect to a defaulting party (the "Defaulting Party"), the occurrence of any of the following: (a) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within five (5) business days after written notice by Supplier to Customer of such failure; (b) any representation or warranty made by such Customer is false or misleading in any material respect when made or when deemed made or repeated; (c) the failure to perform any material covenant or obligation set forth in this Agreement if such failure is not remedied within five (5) business days after written notice by Supplier to Customer; (d) Customer (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), or (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets as part of bankruptcy proceeding or reorganization for the benefit of creditors; (e) the failure of Customer to satisfy the creditworthiness requirements under Section 11 of this Agreement; or (f) the Defaulting Party consolidates or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of the Defaulting Party under this Agreement, or the resulting, surviving or transferee entity does not satisfy the creditworthiness requirements set forth in Section 11 of this Agreement (each, an "Event of Default").

Suspension and Early Termination: If an Event of Default occurs, the non-defaulting Party ("the Non-Defaulting Party") may, at its option and in its sole discretion after providing Customer with notice of default and 14 calendar days to cure the default, 1) suspend its performance under this Agreement, 2) terminate this Agreement ("Early Termination"), at which Early Termination, the Non-Defaulting Party shall have the right to liquidate this Agreement and to demand payment of, which the defaulting Party ("the Defaulting Party") shall pay upon invoice, a settlement amount which shall be equal to a) if Customer is the Defaulting Party, any unpaid invoices plus, the positive difference (if any) of the Power Price minus the Market Price multiplied by the Customer's total monthly usage in kWh and the monthly billing cycles remaining in the Term or Renewal Term, or b) if Supplier is the Defaulting Party, the net result of any unpaid invoices by Customer to Supplier and, the positive difference (if any) of the Market Price minus the Power Price multiplied by the Customer's total monthly usage in kWh in the monthly billing cycles remaining in the Term or Renewal Term. Any such calculation shall be discounted to present value, plus other costs, expenses and charges under this Agreement which the Non-Defaulting Party incurs as a result of such Early Termination, in addition and without prejudice to any right of setoff, recoupment, combination of accounts, lien or other right to which the Non-Defaulting Party is otherwise entitled, whether by operation of law, equity, contract or otherwise as a result of the Event of Default and early termination of this Agreement, subject to any limitations on liability as set forth in Section 13 WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY. For the purposes of this section "Market

Price" shall mean the amount, as determined by the Non-Defaulting Party, that a bona fide third party would pay for the subject kWh at the then current prevailing energy prices. The non-Defaulting Party may consider, among other things, quotations from the leading dealers in the wholesale energy industry, internally developed forward market prices and other bona fide third party offers as commercially available to the Non-Defaulting Party, which will be adjusted, as necessary, for the period and differences in transmission costs, volume, and other factors, as reasonably determined by the Non-Defaulting Party.

10. TAXES

Customer is a tax-exempt governmental entity and is not responsible for any taxes.

11. CREDIT

Supplier requires credit review and approval for any Agreement for electricity involving the sale of more than 5 Mw per year or \$375,000 max 60-day notional value. Should Customer's creditworthiness or financial condition deteriorate following the date of this Agreement, Supplier may request adequate financial security from Customer in a form acceptable to Supplier as determined in a commercially reasonable manner. The failure of Customer to provide adequate financial security to Supplier within ten (10) business days of a written request by Supplier shall be considered an Event of Default under Section 9. For purposes of this Section, creditworthiness or financial condition shall be determined by Supplier in a commercially reasonable manner, based upon but not limited to, reasonable concern over Customer's payment pattern, discovery of negative or derogatory public information, and/or based upon a review of Customer's most recently audited annual financial statements or such other documents that may be necessary to adequately determine Customer's creditworthiness (which, if available, shall be supplied by Customer upon the reasonable request of Supplier).

12. CONFIDENTIALITY

To the extent permitted by law, Customer and Customer's agents and Supplier and/or Supplier's agents shall treat as confidential all terms and conditions of this Agreement, including all information and documentation exchanged by the Parties during the negotiations of this Agreement. Neither Party will disclose terms and conditions of this Agreement to any other party, except as required by law. Notwithstanding the foregoing, Supplier and/or Supplier's agents and Customer and/or Customer's agents shall be allowed to acknowledge that an Agreement for electricity does exist between the Parties.

13. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY

Supplier warrants title to all electricity delivered hereunder, and sells such electricity to Customer free from liens and adverse claims. THIS IS SUPPLIER'S ONLY WARRANTY CONCERNING THE ELECTRICITY SERVICES PROVIDED HEREUNDER, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. SUPPLIER IS NOT LIABLE FOR ANY DAMAGES RESULTING FROM FAILURE BY THE EDU OR OTHER ENTITY PROVIDING TRANSMISSION SERVICES. SUPPLIER DOES NOT GUARANTEE UNINTERRUPTED SERVICE AND SHALL NOT BE LIABLE FOR ANY DAMAGES SUSTAINED BY CUSTOMER BY REASON OF ANY FAILURE, ALTERATION OR INTERRUPTION OF SERVICE. NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT,

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EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT INCURRED BY THE OTHER PARTY.

14. FORCE MAJEURE

If a Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement (the "Claiming Party") and gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. During the period excused by Force Majeure, the non-Claiming Party shall not be required to perform its obligations under this Agreement. "Force Majeure" shall mean an event or circumstance which prevents the Claiming Party from performing its obligations or causes delay in the Claiming Party's performance under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence or use of good utility practice, as defined in the applicable transmission tariff, the Claiming Party is unable to overcome or avoid or cause to be avoided, such as, but not limited to, acts of God; fire; flood; earthquake; war; riots; strikes, walkouts, lockouts and other labor disputes that affect Customer or Supplier. Force Majeure shall not be based on 1) Customer's inability to economically use the Retail Power purchased hereunder; or 2) Supplier's ability to sell the Retail Power at a price greater than the price under this Agreement.

15. REGULATORY EVENT

In the event that any change in or enactment of any rule, regulation, the EDU's operating procedure, tariff, ordinance, statute, or law relating to the sale or transmission, distribution, or purchase of electricity or relating to renewable energy resources of any kind or nature (including but not limited to any administrative ruling, interpretation, or judicial decision) affects the Supplier's ability to deliver electricity at the pricing set forth in this Agreement, as determined in Supplier's sole discretion and judgment ("Regulatory Event"), Supplier shall be permitted to modify the pricing or charges in this Agreement as necessary to accommodate the impact of the Regulatory Event. Supplier shall (i) provide written notice to Customer of the Regulatory Event, (ii) identify the change in pricing necessary to accommodate the impact of the Regulatory Event, and (iii) state the date upon which such new pricing shall be effective.

16. ASSIGNMENT/CUSTOMER NAME CHANGE

This Agreement shall be binding on each party's successors and permitted assigns. Customer shall not assign its rights and/or obligations under this Agreement without the prior written consent of Supplier which should not be unreasonably withheld. Supplier may assign, subcontract or delegate all or any part of Supplier's rights and/or obligations under this Agreement without consent from Customer. The assigning party ("Assignor") shall be released from all liability under this Agreement if assignee agrees in writing to be bound by the terms and conditions and assumes the liability of Assignor under this Agreement. If Customer undergoes a change of legal name during any term of this Agreement, Customer is responsible for notifying the EDU and

Supplier of such change in Customer's legal name as soon as practicable. Customer further agrees to take any and all steps as may be required by the EDU to continue as Supplier's customer or to re-enroll with Supplier.

17. MISCELLANEOUS

This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes and extinguishes any and all prior oral or written agreements between the parties concerning the subject matter of this Agreement. This Agreement may only be modified or amended through a written document signed by both parties. Except as otherwise set forth in this Agreement, failure or delay on the part of Supplier to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

18. NOTICES

All notices to be provided under this Agreement may be sent by U.S. mail, E-mail, personal delivery, fax, or orally in the case of an emergency (with a written confirmation following any notice due to an emergency). In the case of U.S. mail, notices shall be deemed given three (3) calendar days after deposit in the U.S. Mail; for all other methods, notices shall be deemed given and received when transmitted. Notices to Supplier should be sent to DYNEGY ENERGY SERVICES (EAST), LLC, Attn: Contract Administration, 105 E. Fourth Street, Suite 100C, Cincinnati, OH 45202, or E-mail: DynergyEnergyServicesOhio@dynegy.com. Notices to Customer shall be sent to the representative and address identified on the attached Exhibit A.

19. NON-UTILITY ACKNOWLEDGEMENT

Each party agrees that, for purposes of this Agreement, the other party is not a "utility" as such term is used in Section 366 of the U.S. Bankruptcy Code, and each party waives and agrees not to assert the applicability of the provisions of such Section 366 in any bankruptcy proceeding wherein such party is a debtor.

20. GOVERNING LAW

The validity, interpretation and performance of this Agreement shall be governed by and performed in accordance with the laws of the State of Ohio. Notwithstanding any language in this Agreement to the contrary, the electricity sold by Supplier to Customer is deemed to be "a good" for purposes of the Uniform Commercial Code of Ohio, and the parties agree that the provisions of the Uniform Commercial Code of Ohio shall apply to this Agreement.

21. RESOLUTION OF DISPUTES/ARBITRATION

If a question or controversy arises between the parties concerning the observance or performance of any of the terms, provisions or conditions contained herein or the rights or obligations of either party under this Agreement, such question or controversy shall in the first instance be the subject of a meeting between the parties to negotiate a resolution of such dispute. Such meeting shall be held within fifteen (15) days of a written request by either party. If within fifteen (15) days after that meeting the parties have not negotiated a resolution or mutually extended the period of negotiation, the question or controversy shall be resolved by arbitration in accordance with arbitration procedures established from time to time by the American Arbitration Association ("AAA"). The panel of arbitrators to be provided shall be competent in their expertise and qualifications to understand and arbitrate the dispute. In addition to the arbitration procedures established by the AAA, arbitration shall be conducted pursuant to the Federal Rules of Evidence. The arbitrators may award only damages as

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allowed for by this Agreement. Any decision and award of the majority of arbitrators shall be binding upon both parties. Judgment upon the award rendered may be entered in any court of competent jurisdiction. Costs of arbitration shall be shared equally.

22. CUSTOMER SERVICE

For questions about your invoice or Supplier service, please contact our Business Care Department by calling Supplier toll free at 800-920-5039 (8:00 am – 5:00 pm EPT) or by e-mail at DynegyEnergyServicesOhio@dynegy.com. To report a service outage, in an emergency or for any other questions, please contact your EDU directly.

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IGS Natural Gas Purchase Confirmation V4.2CH-IND(m)

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

IGS Fax #: 614-659-5125
 Office Use Only: JM

Company Name ("Buyer") Cleveland Public Library Contact Name Myron S. ruggs
 Email _____ Tel 216-623-2800 Fax 216-623-6951
Street Address _____ City _____ State Zip
 Mailing 325 Superior Ave Cleveland OH 44114
 Billing Utility Billing _____
 Facility See Service Exhibit A _____
 Dominion East Ohio ("NGDC") _____ Account Number/s See Service Exhibit A
 Critical Day Volume 100% of Usage determined by the NGDC

Initial Term:

This contract will begin with the November 2015 billing cycle and continue through the October 2016 billing cycle (the "Primary Term"), and it will automatically renew on an annual basis thereafter (with each such year constituting a "Secondary Term"). Any automatic renewal may be cancelled by Buyer or Seller delivering written notice to the other at least 60 days before the automatic renewal date. The automatic renewal date at the end of the Primary Term will be the last day of October 2016, and the automatic renewal date for each of the following Secondary Terms, if any, will be last day of each October thereafter. Because Seller needs to contract for supplies and transportation in advance, Buyer's early termination of this contract will harm Seller.

Option 1 Variable Price:

Beginning with the _____ billing cycle and continuing through the _____ billing cycle, the price per Mcf for all gas delivered to the burnertip will be determined monthly as 100% of the applicable _____ (depending on Buyer's billing cycle) plus \$_____. The price includes all interstate transportation charges, pipeline and distribution shrinkage, BTU conversion, and pooling fees, but it does not include the applicable taxes or NGDC distribution and transportation charges. After the Variable Price expires, the price will be as described under the Renewal Variable Pricing section in the attached Form V4.2CH-IND Terms and Conditions. Subject to Credit approval by Seller, Buyer may select a Fixed Price option at a mutually-agreed price, which will be effective only upon written acceptance by Seller of a new Purchase Confirmation.

Option 2 Fixed Price:

Beginning with the November 2015 billing cycle and continuing through the October 2016 billing cycle, the price per Mcf for all gas delivered to the burnertip will be fixed at \$3.14 per Mcf. The price includes all interstate transportation charges, pipeline and distribution shrinkage, BTU conversion, and pooling fees, but it does not include the applicable taxes or NGDC distribution and transportation charges. After the Fixed Price expires, the price will be as described under the Renewal Variable Pricing section in the attached Form V4.2CH-IND Terms and Conditions.

Full Contract Volumes in Mcf at the Burnertip

Month	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec
	4479	3811	3342	2058	1245	608	458	479	724	1694	2681	4012

Other Terms and Conditions: All gas sold under this contract will be subject to the terms and conditions of the attached IGS Form V4.2CH-IND, a copy of which is attached and incorporated herein by reference. By signing this contract, Buyer acknowledges receipt of Form V4.2CH-IND. If Buyer and Seller execute more than one Purchase Confirmation, the terms of the most recent Confirmation will supersede and take priority over all previous Confirmations.

Any signature on this Confirmation will be considered valid for all purposes and have the same effect whether it is an ink-signed original or a photocopy or a facsimile representation of the original document.

Accepted by Buyer: Candy Hornsack _____ Deputy Director / COO _____ 7/7/2015 _____
 Name Title Date
 Agreed to by Seller: [Signature] _____ Senior Sales Manager _____ 7/8/15 _____
 Name: Jonathan Liba Title Date

SUPPLY: Seller will supply the commodity portion of Buyer's natural gas, and the utility will be Buyer's Natural Gas Distribution Company ("NGDC").

CANCELLATION: This contract may be cancelled according to the process set forth in the Confirmation. If Buyer discontinues service with Seller at any other time, including but not limited to switching to another supplier or being switched back to the NGDC as a result of late payments, this contract may automatically be terminated by Seller upon 10 days written notice, and Buyer will pay to Seller all damages as set forth under this contract. If Buyer transfers service to the NGDC, Buyer may be charged a price other than the NGDC's standard rate. Buyer acknowledges that it may take up to two billing cycles to transfer service.

RENEWAL VARIABLE PRICE: Unless otherwise agreed to in writing by the parties, for each Secondary Term(s), the price per applicable unit of measure delivered to the applicable delivery point for all volumes will be determined monthly by the applicable Index price of gas delivered to the delivery point, plus all of the following: transportation, demand charges, shrinkage, BTU conversion, pooling fees, and a service fee. The price will not include the applicable taxes or NGDC distribution and transportation charges.

BILLING: The NGDC's monthly invoices will contain Seller's gas charges plus applicable taxes and all of the NGDC's distribution and transportation and other applicable charges. Buyer will pay to the NGDC the entire amount of each gas bill under the NGDC's payment terms and conditions. If Buyer fails to pay either the NGDC or Seller timely, a late fee of 1.5% per month will apply for all past-due amounts. The NGDC and not Seller is solely responsible for reading Buyer's meter(s), and all dispute(s) that Buyer has with respect to volumes or adjustments will be addressed solely to the NGDC. Adjusted volumes will be priced at either the contract or market price in effect at the time of adjustment by the NGDC.

ELIGIBILITY: Participation in the choice program is subject to the rules of the NGDC. Customers are rarely but sometimes terminated from the choice program either in error or for being in arrears. In such instances, Buyer may be reenrolled into the program by contacting the NGDC. In such event, the affected Term will not be extended for any months that Buyer was unable to participate, nor will Seller have any liability for any such termination.

LIMITATION OF LIABILITY: Seller will not be liable for losses arising from the NGDC, including but not limited to: operations and maintenance of the NGDC's system; any NGDC interruption of service; NGDC termination of service; NGDC events of force majeure; or deterioration of NGDC service. Further, Seller will not be liable for any losses arising from the use of natural gas or any indirect, consequential, special, or punitive damages, whether arising under contract, tort (including negligence or strict liability), or any other legal theory.

SEVERABILITY: If any provision of this contract is held unenforceable by any court having jurisdiction, all other provisions will not be affected, and the court will modify the invalid provision to the minimum extent necessary to render it enforceable.

ENTIRE CONTRACT: This contract contains the entire understanding between both parties with respect to the subject matter described herein, and it supersedes all prior and contemporaneous representations, statements, negotiations, understandings, and inducements. This contract cannot be modified in any way except by a writing signed by both parties.

CREDIT: Buyer will provide to Seller financial statements and other credit-related information, upon seller's reasonable request all of which will be treated as confidential by Seller. If Seller reasonably deems Buyer's financial condition inadequate to extend credit for gas sales, including the risk associated with a fixed price under this

contract, Seller may require security sufficient to cover volumes for the two largest months listed under "Full Contract Volumes" in the form of either a deposit, a standby irrevocable letter of credit, a performance bond, or a perfected security interest in an asset acceptable to Seller. Furthermore, if Buyer (i) makes an assignment or general contract for the benefit of creditors, (ii) defaults in any payment or other obligation to Seller (including any obligation to provide security as provided above), (iii) files a petition or acquiesces in the commencement of a case under any bankruptcy or similar law for the protection of creditors or has such petition filed against it, or (iv) is unable to pay its debts as they fall due or fails to pay its obligations as required under this contract according to the payment terms, then Seller may suspend deliveries and terminate this contract upon its delivery to Buyer of 10 days prior written notice. Seller's rights under this credit section are in addition to all other remedies available under this contract.

CROSS DEFAULT: If Buyer is a party to another gas purchase contract with Seller, a default by Buyer under such other contract may be treated by Seller as a default by Buyer under this contract.

DAMAGES: Seller may hedge its obligations under this contract by purchasing delivered gas and pipeline transportation, as well as gas futures and/or swaps, or any combination thereof. If Buyer terminates any or all accounts under this contract before the expiration of any Term, or if Seller terminates this contract as to any or all accounts before the expiration of any Term as a result of Buyer's default, then: (1) if under a Variable Price option or the Renewal Variable Price, Buyer will pay to Seller damages equal to \$0.40 per Mcf multiplied times the Full Contract Volumes remaining under the then-current Term; or (2) if under a Fixed Price option, Buyer will pay to Seller damages equal to the positive difference, if any, between the then-current contract Fixed Price minus the then-current market price multiplied times the Full Contract Volumes remaining under the then-current Term. Seller may increase the price charged to Buyer for accounts that have not defaulted 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. Nothing herein limits Buyer's obligation to pay for all gas delivered as metered by the NGDC. If Seller fails to perform its delivery obligations under this contract, Seller will pay to Buyer the amount equal to the positive difference, if any, between Buyer's reasonable cost of cover minus the then-current contract price for all volumes Seller failed to deliver. The prevailing party in any lawsuit under this contract will be entitled to collect from the breaching party the prevailing party's costs of enforcing this contract, including reasonable attorneys' fees and all other litigation expenses.

GOVERNING LAW: This contract will be governed by the applicable laws of the State of Ohio, without regard to Ohio's principles of or 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 Cuyahoga County, Ohio, or in the United States District Court for the Northern District of Ohio sitting in Cleveland, Ohio.

REGULATORY: The choice program is subject to ongoing utilities commission jurisdiction. If the choice program is terminated, this contract will be terminated without penalty to either party.

ASSIGNMENT: This contract may be assigned by Buyer only with express written consent of Seller, which consent will not be unreasonably withheld or delayed.

RELATIONSHIP OF THE PARTIES: The gas market is volatile, and historical trends may not be indicative of future trends. Buyer will make decisions regarding pricing and volumes in Buyer's sole discretion, whether with or without advice or recommendation from Seller, and Seller will not be liable for Buyer's acting or failure to act upon Seller's advice or recommendations.

CH


**Exhibit A to Natural Gas Purchase Confirmation V4.2 CH-IND
Addresses and Account Numbers**


Seller: Interstate Gas Supply, Inc. d.b.a. IGS Energy
Buyer: Cleveland Public Library

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

	Utility	Street Address	City	State	Zip	Account Number
1	DEO	6901 Superior Ave	Cleveland	OH	44103	9500033259589
2	DEO	3706 Pearl	Cleveland	OH	44109	5440100134456
3	DEO	1800 Fulton Rd	Cleveland	OH	44113	1441200117761
4	DEO	866 E 162 St	Cleveland	OH	44110	6440100134480
5	DEO	3630 E 131 St	Cleveland	OH	44120	5441200134469
6	DEO	11601 Lorain Ave	Cleveland	OH	44111	0441300126508
7	DEO	7200 Broadway Ave	Cleveland	OH	44105	4500034001378
8	DEO	3545 Fulton Ave	Cleveland	OH	44109	9440100134533
9	DEO	11900 St. Clare Ave	Cleveland	OH	44108	9442000134540
10	DEO	1625 Crawford Ave	Cleveland	OH	44106	9440500128428
11	DEO	860 Jefferson Ave	Cleveland	OH	44113	6440400134412
12	DEO	17001 Lake Shore	Cleveland	OH	44110	9440200128430
13	DEO	8216 Lorain Ave	Cleveland	OH	44102	5441200134473
14	DEO	1962 Stokes Blvd	Cleveland	OH	44106	5440800134497
15	DEO	14000 Kinsman Rd	Cleveland	OH	44120	5441400134434
16	DEO	4421 W 140th St	Cleveland	OH	44135	9441800128459
17	DEO	3096 Scranton Ave	Cleveland	OH	44113	5442000128370
18	DEO	4303 Pearl Rd	Cleveland	OH	44109	5440300134441
19	DEO	2200 E 30th St	Cleveland	OH	44116	5440600134500
20	DEO	3463 E 93 St	Cleveland	OH	44104	9441200134526
21	DEO	7910 Detroit Ave	Cleveland	OH	44102	9440900128412
22	DEO	3805 W 157 St	Cleveland	OH	44111	8441800118115
23	DEO	6808 Woodland Ave	Cleveland	OH	44104	4441100128402
24	DEO	6808 Woodland Ave	Cleveland	OH	44104	4441100128399
25	DEO	7201 Kinsman Suite 101	Cleveland	OH	44104	5500035872369
26	DEO	11535 Shaker Blvd	Cleveland	OH	44120	4500042167332
27	DEO	5813 Griswold Ave	Cleveland	OH	44104	0500041159131
28	DEO	16918 Harvard Ave	Cleveland	OH	44128	8600053713093
29	DEO	2704 Clark Ave Unit A	Cleveland	OH	44109	4500062666273
30	DEO	526 Superior Ave	Cleveland	OH	44114	1500054077413

AGREED

Seller: 
Name: Jonathan Upton
Title: Senior Sales Rep

Buyer: 
Name: CINDY LOMBARDO
Title: DEPUTY DIRECTOR / COO