



**NATURAL GAS SALES  
AGREEMENT  
BASE CONTRACT**

OHIO  
Preferred NOPEC Municipal Pricing Program  
(Non-Aggregation)  
COH (Ccf)

This Natural Gas Sales Agreement ("Agreement") is between NextEra Energy Services Ohio, LLC ("Supplier") and CITY OF NORTH ROYALTON ("Customer") (each a "Party" hereunder). Supplier shall provide Customer with Service under all of the terms and conditions stated in this Agreement, including this Base Contract, Addendum A, and Addendum B (the Terms of Service), attached hereto and made a part hereof, for Customer's natural gas utility ("Utility") accounts ("Accounts") identified in Addendum A. This Agreement is binding only if signed by both Parties.

	Supplier Contact Information	Customer Contact Information
INTERNET:	<a href="http://www.nexteraenergyservices.com">www.nexteraenergyservices.com</a>	Robert Stefanik
EMAIL:	<a href="mailto:OHServices@nexteraenergyservices.com">OHServices@nexteraenergyservices.com</a>	Mayorstefanik@northroyalton.org
MAILING ADDRESS:	NextEra Energy Services Ohio, LLC 20455 State Highway 249 Suite 200 ATTN: Contract Administration Houston, TX 77070	14600 State Rd. North North Royalton, OH 44133
TELEPHONE:	855.667.3201	
FAX:	800.627.8813	
HOURS:	24 hours a day, 7 days a week	

**CUSTOMER'S UTILITY: COH      CUSTOMER'S FEDERAL TAX ID NUMBER:**

**PRODUCT DESCRIPTION:** Supplier will supply all of Customer's retail natural gas needs ("Service"), and Columbia Gas of Ohio, Customer's natural gas utility ("Utility"), will deliver the gas that Customer buys under this Agreement to Customer's facility address.

**CONTRACT PRICE: \$0.315 Per Ccf.** The Price does not include taxes or Utility charges. "Unit" means Ccf. The Price excludes any Utility Charges, Pass-Through Charges, and Taxes as described in the Terms of Service.

**ESTIMATED START MONTH/YEAR; TERM:** Service for each Account will begin on the date on which the Utility enrolls the Account with our service, which is estimated to occur during the December 2019 billing period, and will last for 24 months ("Initial Term").

**HOLDOVER PRICE:** Holdover Price means the price set forth at <https://www.nexteraenergyservices.com/aggregations/communities-we-serve/ohio/holdover> for the utility in which Service is provided. The Holdover Price shall apply for Service provided by Supplier after the Initial Term if Supplier and Customer do not enter into a new or renewal agreement and Supplier continues to provide Service.

**TAX EXEMPTION:** A completed tax exemption certificate must accompany this Agreement. If no certificate is attached, Customer will remain subject to taxes until a valid certificate is received and processed.

**AUTHORITY:** Customer represent to Supplier: (i) the person signing this Agreement on your behalf is legally authorized to do so; (ii) the Agreement, when signed by both parties, will be valid and legally binding upon Customer and enforceable in accordance with its respective terms; (iii) Customer has full power and authority over the provision of natural gas supply to each of the Facility Service Addresses to which the account(s) pertain; and (iv) the execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary corporate or other actions, which actions shall include, if Customer is a Ohio county, township, municipal corporation or other Ohio governmental entity, all actions required under Ohio state or local laws and/or regulations.

**By signing this Agreement, Customer hereby agrees, as of the Effective Date, that it has read and understands the Terms of Service of this Agreement.**

Customer	Supplier
Authorized Signature: _____	Authorized Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**ADDENDUM A TO  
NATURAL GAS SALES AGREEMENT**

**ACCOUNTS INCLUDED IN AGREEMENT**

**Customer Name:** CITY OF NORTH ROYALTON

**Natural Gas Distribution Utility:** Columbia Gas of Ohio

Utility Account No.	Facility Service Address City, State and Zip	Billing Address City, State and Zip	New Account or Renewal?
125096070014	11545 ROYALTON RD NORTH ROYALTON OH 44133	14600 STATE ROAD NORTH ROYALTON OH 44133	New
125092500011	7000 ROYALTON RD NORTH ROYALTON OH 44133	14600 STATE RD NORTH ROYALTON OH 44133	New
125092500020	10100 YORK RD NORTH ROYALTON OH 44133	14600 STATE RD NORTH ROYALTON OH 44133	New
131558930015	14000 BENNETT RD NORTH ROYALTON OH 44133	11675 ROYALTON NORTH ROYALTON OH 44133	New
147341760012	16931 SANDY SPRINGS DR NORTH ROYALTON OH 44133	11675 ROYALTON NORTH ROYALTON OH 44133	New
165300540012	10861 SILVER TREE TRL NORTH ROYALTON OH 44133	11675 ROYALTON NORTH ROYALTON OH 44133	New
131558930033	11800 FRIAR POST DR NORTH ROYALTON OH 44133	11675 ROYALTON NORTH ROYALTON OH 44133	New
146708890018	11757 BECKENHAM RD NORTH ROYALTON OH 44133	11675 ROYALTON RD NORTH ROYALTON OH 44133	New
166999230017	13785 RUSTIC DR NORTH ROYALTON OH 44133	13834 Ridge Road NORTH ROYALTON OH 44133	New
131558930042	4580 BROOKHAVEN DR NORTH ROYALTON OH 44133	11675 ROYALTON NORTH ROYALTON OH 44133	New
131558930024	20901 FAWNHAVEN DR A NORTH ROYALTON OH 44133	11675 ROYALTON NORTH ROYALTON OH 44133	New
125176560011	6170 ROYALTON RD NORTH ROYALTON OH 44133	11675 ROYALTON NORTH ROYALTON OH 44133	New
125096060016	11675 ROYALTON RD NORTH ROYALTON OH 44133	14600 STATE ROAD NORTH ROYALTON OH 44133	New
129466400015	11230 VILLA GRANDE DR NORTH ROYALTON OH 44133	13834 RIDGE RD CLEVELAND OH 44133	New
125096070014	11545 ROYALTON RD NORTH ROYALTON OH 44133	14600 STATE ROAD NORTH ROYALTON OH 44133	New

Customer Initials: \_\_\_\_\_

Date: \_\_\_\_\_

NextEra Energy Services Ohio, LLC Initials: \_\_\_\_\_

Date: \_\_\_\_\_

**NextEra Energy Services Ohio, LLC**  
**Addendum B to Natural Gas Sales Agreement Terms of Service**  
**Preferred NOPEC Municipal Pricing Program (Non-Aggregation) - COH**

**Term.** This Agreement shall be effective upon the date it has been executed by both parties ("Effective Date"). Notwithstanding the "Estimated Start Month," if Customer is switching to Supplier, service from Supplier shall commence upon the date the Utility switches each Account to Supplier and continue through expiration of the Initial Term, and if Customer is renewing, then service hereunder shall commence with the first billing cycle following expiration of the term of the prior agreement. During the Term, Customer shall purchase and pay for, and Supplier shall supply, all of Customer's requirements for natural gas at the facilities served by the Accounts. If Customer is not a Mercantile Customer, Supplier will send written notice between forty-five and ninety calendar days before the contract expires explaining what will happen upon expiration of the Initial Term. If, upon expiration of the Initial Term, all or any accounts are not successfully switched away by the Utility to receive supply from another supplier or the Utility, this Agreement shall continue on a month-to-month basis until either party terminates this Agreement upon at least thirty (30) days' notice and the Utility switches such accounts away to receive supply from another supplier or the Utility. Supplier is permitted in its sole discretion to change the Holdover Price to a different price determined in its sole discretion without prior notice. Supplier's right to receive payment, the limitation of liability provision, and any other provisions of this Agreement, that by their sense and context, are intended to survive termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

**Price.** During the Initial Term, Customer shall pay the Price per Unit set forth in the Base Contract. For all supply provided under this Agreement, the Price does not include applicable Ohio taxes, and Customer will continue to be responsible for all charges assessed by the Utility, including any fees, surcharges or taxes associated with providing its supply, whether Utility or Supplier based. In the event that any costs or charges are created or modified due to a change in law, regulation, rule, ordinance, order or decree by a governmental authority, or in a Utility tariff, Supplier has the right to increase the Price by the amount of these costs or charges and Customer agrees to pay the increase. After the Initial Term expires, this Agreement shall continue on a month-to-month basis at the variable "Holdover Price," without Customer's affirmative consent even when there is a change in the price or other terms and conditions, until terminated as set forth above.

**Special Termination.** If, prior to the expiration of the Initial Term, Customer withdraws from membership in the Northeast Ohio Public Energy Council ("NOPEC") or from NOPEC's natural gas program, then this Agreement shall terminate as of the first Utility meter read date immediately following any such withdrawal or termination, and Customer shall pay Liquidated Damages to Supplier.

**Rescission.** The Utility will send written notice to Customer confirming Customer's decision to enroll with Supplier. If Customer is not a "Mercantile Customer," it has the right to rescind this Agreement without penalty within seven (7) business days of receiving the confirmation letter from the Utility

by calling the Utility at 1-800-344-4077. If Customer is not a Mercantile Customer and does not rescind or if Customer is a Mercantile Customer, Customer's acceptance of gas from Supplier constitutes Customer's further acceptance of these Terms and Conditions.

**Switch of Service; No Switching Fee.** Supplier will work with the Utility to switch Service to each Account to Supplier in accordance with the applicable Utility tariff. Because of Utility processing, Supplier cannot guarantee the date by which switching of any Account may be completed. The Utility may charge switching fees to the Customer.

**Mercantile Customer.** "Mercantile Customer" means a customer that consumes, other than for residential use, more than 5000 Ccf of natural gas per year at a single location within the state or consumes natural gas, other than for residential use, as part of an undertaking having more than three locations within or outside of this state. In accordance with Section 4929.01(L)(2) of the Ohio Revised Code, "Mercantile Customer" excludes a not-for-profit customer that consumes, other than for residential use, more than 5000 Ccf of natural gas per year at a single location within this state or consumes natural gas, other than for residential use, as part of an undertaking having more than three locations within or outside this state that has filed the necessary declaration with the Public Utilities Commission.

**Adjustments.** "Pass-Through Charges" means new or increased costs and charges with respect to the purchase, sale, acquisition, delivery, transmission and/or distribution of natural gas including, without limitation, those arising from MCU Events, or any event under the Legal Changes and Compliance section below, all of which shall be passed through to Customer by Supplier. Depending on the bill format, Pass-Through Charges may appear on Customer's bill as a line item or Price adjustment.

**Taxes.** "Taxes" means all federal, state, municipal or other governmental taxes, duties, fees, levies, premiums, assessments, surcharges, withholdings, or any other charges of any kind, if applicable, to Customer, any or all of which relate to the sale, purchase or delivery of natural gas, together with all interest, penalties or other additional amounts imposed thereon, but excluding taxes on net income. If Customer is exempt from any Taxes, it is responsible for timely requesting an exemption by filing with Supplier and or the Utility all required documentation as such was filed with the Ohio Department of Taxation. If Customer fails to do so, Customer will be billed as if it is not exempt.

**Billing.** Customer consents to billing through one of the following options, as permitted by law, at Supplier's discretion: (i) Customer will receive one invoice from the Utility that includes the Supplier Natural Gas Charge, the Utility Delivery Charges and applicable Taxes (the "Consolidated Billing Option"); or (ii) Customer will receive two invoices, one from Utility for the Supplier Natural Gas Charge and one from the Utility for the Utility delivery charges, each with applicable Taxes (the "Dual Billing Option"). Under the Consolidated Billing Option, Customer shall submit payment of the Supplier Natural

Gas Charge directly to the Utility pursuant to the applicable Utility tariff. Under the Dual Billing Option, Customer shall pay the Supplier Utility Charge directly to Supplier on or before sixteen (16) days after the billing date on Customer's invoice or the postmark date, whichever is later. If the Utility fails to timely obtain or transmit a meter reading, Supplier may issue or cause to be issued a bill to Customer based on its estimated energy usage and charges. In the event of a billing error, Supplier may issue a corrective invoice which Customer shall pay. Customer has the right to request from Supplier, without charge, up to twenty-four months of Customer's payment history for services rendered by Supplier. If Customer fails to pay any amount when due, it shall pay a late fee for all past due amounts equal to the lesser of 1.5% per month or the maximum charge allowed by law.

**Credit Support.** If at any time Supplier determines in its reasonable discretion that Customer cannot demonstrate satisfactory creditworthiness, there has been a material adverse change in Customer's creditworthiness, or Customer fails to timely pay amounts when due or is otherwise in default of its obligations under this Agreement, then Supplier may require Customer to provide Supplier with a cash deposit or other credit support in an amount and form reasonably acceptable to Supplier. Credit review will typically be performed using credit agency reports (e.g. Dun & Bradstreet, Standard & Poor's and/or Moody's), if available, and deposits will typically not exceed 2 months of expected Customer billings. If utilized, any deposit balance remaining will be returned to Customer.

**Eligibility.** Customers in the Percentage of Income Payment Plan, with certain arrearages or served by a competitive supplier are not eligible. By accepting these terms you represent that you are not currently enrolled with a competitive supplier. The Supplier reserves the right to void this Agreement, without liability, if your account does not meet these eligibility requirements.

**Material Change in Usage ("MCU").** Customer shall provide Supplier at least thirty (30) days advance notice whenever Customer has reason to believe that, for reasons other than weather, Customer's estimated monthly aggregate usage will increase or decrease by more than 25% (each such material change being an "MCU Event"), and shall provide good faith estimates of such usage changes. For each MCU Event, regardless of whether notice is provided, Customer shall pay Supplier for any losses, or new or increased costs and charges, reasonably associated with such MCU Event and incurred by Supplier. Such losses, and/or costs and charges may be charged to Customer by Supplier as Pass-Through Charges.

**Legal Changes and Compliance.** "Change in Law" means a change in Applicable Law. "Applicable Law" means any law, regulation, rule, ordinance, order or decree by a governmental authority including, without limitation, Utility tariffs (including, without limitation, rate class), pipeline rules or protocols (including, without limitation, those affecting any fees, costs, or charges imposed by the pipeline), market rules, load profiles, and methods by which the Utility calculates usage. A "change" includes, without limitation, any amendment, modification, nullification, suspension, repeal, finding of unconstitutionality or unlawfulness or any change in construction, interpretation or outcome. Notwithstanding any provision in this Agreement to the contrary, if there is a Change in Law and such Change in Law results in Supplier incurring material new or increased

costs or charges in providing the Services contemplated herein, or if there are any material new or increased costs or charges incurred by Supplier to comply with Applicable Law, such new or increased costs or charges shall be paid by Customer as Pass-Through Charges.

**Title.** Title to and risk of loss of the natural gas shall pass to Customer at the point at which Supplier provides such gas to the Utility.

**Force Majeure.** Neither Party will be in breach or liable for any delay or failure in its performance under this Agreement (except with respect to any payment obligations under this Agreement) to the extent such performance is prevented or delayed due to a Force Majeure Event. For purposes of this Agreement, a "Force Majeure Event" shall mean any act or event that (i) renders it impossible or impractical for the affected Party to perform its obligations under the Agreement, and (ii) is beyond the reasonable control of the affected Party, including, but not limited to, storms or floods, lightning, earthquakes and other acts of God, wars, civil disturbances, revolts, terrorist activity, sabotage, theft, vandalism or other actions by third parties, fires, explosions, failures of suppliers, utility action or inaction and actions of a governmental authority. In no event shall Supplier's ability to sell natural gas at a higher price, or Customer's ability to purchase natural gas at a lower price, constitute a Force Majeure Event under this Agreement.

**Limits on Liability; Disclaimer.** EACH PARTY'S LIABILITY TO THE OTHER UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES AND DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT OR SERVICE. SUPPLIER EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER WRITTEN OR ORAL, OR EXPRESSED OR IMPLIED.

**Liquidated Damages.** Liquidated Damages means, as to each terminated Account(s), an amount equal to the product of: (i) the excess, if any, of the Price over the market price that is commercially available to Supplier for the same natural gas usage which would have been supplied hereunder for the remainder of the Initial Term, all as reasonably determined by Supplier, and (ii) the estimated natural gas usage which would have been supplied hereunder for the remainder of the Initial Term. To determine the "market price that is commercially available to Supplier," as used above, Supplier may consider, among other things, settlement prices of applicable NYMEX futures contracts, quotations from leading dealers in energy swap contracts and other bona fide offers from parties participating in the wholesale and/or retail natural gas markets, which may include Supplier and/or its affiliates, all as commercially available to Supplier and all as adjusted for the length of the remaining Initial Term and otherwise as is commercially reasonable. Supplier will not be required to enter into any replacement transaction in order to determine such market price or actual damages.

**Termination by Customer.** Subject to the Special Termination provisions above, Customer may terminate this Agreement, in



whole or as relating to any Account(s), without liability for Liquidated Damages so long as Customer is not in default of any material obligation under this Agreement, but Customer shall be obligated to pay for the natural gas and related services provided to Customer pursuant to this Agreement prior to the date that such termination becomes effective, including applicable late payment fees.

**Termination by Supplier.** Supplier reserves the right to terminate this Agreement if Customer: (i) fails to make timely payment of all amounts due Supplier; or (ii) fails to post a security deposit under the provisions of the Credit Support section within ten (10) days of a written request for deposit; or (iii) breaches any warranty or representation to Supplier; or (iv) defaults on any material other obligation under this Agreement; or (v)(A) makes an assignment for the benefit of creditors, (B) files a petition or otherwise authorizes the commencement of a proceeding under the Bankruptcy Code or similar law for protection of creditors, or has such petition filed against it, (C) otherwise becomes bankrupt or insolvent, or (D) is unable to pay its debts as they fall due. In the event Service is terminated in accordance with this Section prior to expiration of the Initial Term, Customer shall pay Supplier the Liquidated Damages.

**Assignment.** Supplier may assign its rights and obligations under this Agreement to a third party. Customer may not assign its rights and obligations under this Agreement to a third party without the prior written consent of Supplier, which consent shall not be unreasonably withheld. Supplier may deny such assignment based on the creditworthiness of the assignee, as determined by Supplier in its reasonable discretion. Any attempted assignment in violation of this Agreement shall be null and void.

**Confidentiality.** Supplier will not release your account number(s), social security number, or any of your information without your express written consent except in accordance with Rules of Ohio Administrative Code. The Parties agree to keep all terms and provisions of this Agreement and the Service confidential and not to disclose its terms to any third parties without the prior written consent of the other Party; provided, however, each Party shall have the right to make any such disclosures to (i) a third party service provider who has a need to know such confidential information to provide services to the disclosing Party and is prohibited from disclosing to another party such Party's confidential information, (ii) governmental agencies, (iii) its own agents, attorneys, auditors, accountants and shareholders or members. If disclosure is sought through process of a court, or a state or federal regulatory agency, the Party from whom the disclosure is sought shall provide reasonable notice thereof to the other Party, and (iv) comply with applicable Ohio open records laws. If disclosure is sought through process of a court, a state or federal regulatory agency or open records law, the Party from whom the disclosure is sought shall provide reasonable notice thereof to the other Party.

**Collection Costs.** To the fullest extent permitted under Ohio law, Customer agrees to pay Supplier its reasonable attorneys' fees, expenses, and any other collection costs related to Customer's past due amounts.

**Customer Inquiries and Disputes.** The Supplier's hours for customer service operations are 24 hours a day, every day. If you wish to speak with us concerning your bill or any issue you

dispute, please call toll-free 1-855-667-3201. You can also write to NextEra Energy Services Ohio, LLC, 20455 State Highway 249, Suite 200, Houston, TX 77070 or email at [OHservices@nexteraenergyservices.com](mailto:OHservices@nexteraenergyservices.com) or fax toll-free to 1-800-627-8813. Please remember to include your account number. Visit us at our website at [www.nexteraenergyservices.com](http://www.nexteraenergyservices.com). Supplier will investigate and attempt to resolve the matter within five (5) business days. If your complaint is not resolved after you have called NextEra Energy Services Ohio, LLC, or for general utility information, residential and business customers may call the Public Utilities Commission of Ohio (PUCO) toll-free at 1-800-686-7826 or for TDD/TTY toll-free at 1-800-686-1570, from 8:00 a.m. to 5:00 p.m. weekdays or visit [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov). Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service).

**Governing Law and Venue.** This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the State of Ohio. The exclusive venue for any suit, claim, action or other proceedings, whether at law or in equity, relating to this Agreement, shall be in the state or federal courts of competent jurisdiction sitting in Cleveland, Ohio.

**Misc. Entire Agreement.** This Agreement embodies the entire Agreement and understanding between the Parties, and supersedes all prior agreements and understandings between the Parties, whether written or oral, with respect to the subject matter hereof.

**Forward Contract.** The Parties agree that this Agreement is a "forward contract" and that Supplier is a "forward contract merchant" for purposes of the United States Bankruptcy Code, as amended, and any payment related hereto will constitute a "settlement payment" as defined in Section 101 (51A) thereof.

**Authorization.** You authorize the Utility to release to the Supplier all information relating to your historical and current gas usage, account number, address, phone number, historical usage information, billing and payment history. Supplier will not release your account number(s), social security number or any of your information without your express written consent except in accordance with Rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code.

**Regulatory Changes.** Upon thirty (30) days' advance written notice to you, the Supplier may amend this Agreement due to any material regulatory, tariff, or procedural change that adversely affects its ability to serve you under this Agreement.

**NextEra Energy Services Ohio, LLC**  
**CRNG Certificate Number 11-200G**