

REQUESTED BY: CITY MANAGER, BILL KOCHER

DATE OF FIRST READING: 12-17-2019 WAIVE RULES? ☒ YES ☐ NO
FINAL ACTION DATE: 12-17-2019 VOTE: ☒ YES ☐ NO

SUSPENSION OF TWO
READING RULE:

YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>ABSTAIN</u>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>6</u>	<u>0</u>

DENISE LINGO
JENNIFER MOODY
ROBERT PARSONS
JUDY PETERSEN
JOE ROETTING
KISHA DOSA
CORDEL GEORGE
TOTALS

ADOPTION OF
ORDINANCE:

YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>ABSTAIN</u>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>6</u>	<u>0</u>

ORDINANCE NO. 19-1900

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO PERFORM ALL ACTIONS NECESSARY TO SUPPORT THE CONTINUATION OF A GOVERNMENTAL NATURAL GAS AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4929.26, OHIO REVISED CODE, DIRECTING THE CITY MANAGER TO EXTEND THE SUPPLY AGREEMENT WITH INTERSTATE GAS SUPPLY, INC. TO CONTINUE A NATURAL GAS AGGREGATION PROGRAM AND DECLARING AN EMERGENCY

WHEREAS, the Ohio Legislature has enacted natural gas deregulation legislation ("H.B. No. 9") which authorizes the legislative authorities of cities to aggregate the retail natural gas loads located within their jurisdiction and to enter into service agreements to facilitate for those loads the purchase and sale of natural gas; and

WHEREAS, governmental aggregation provides an opportunity for residential and small business customers collectively to participate in the potential benefits of natural gas deregulation through lower natural gas rates which they would not otherwise be able to have individually; and

WHEREAS, this Council finds and determines that it is in the best interest of the City, its residents, businesses and other Natural Gas consumers located within the limits of the City to continue its Natural Gas Opt-Out Aggregation Program subject to the conditions of a Natural Gas Supply Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MT. HEALTHY, COUNTY OF HAMILTON, STATE OF OHIO:

Section 1: That the City Manager of Mt. Healthy is hereby authorized to take all actions necessary to support the ongoing administration of the City's Natural Gas Aggregation Program, including but not limited to, extending the Master Services Agreement ("MSA") with

THIRD AMENDMENT TO MASTER AGREEMENT

Aggregator: City of Mount Healthy
Supplier: Interstate Gas Supply, Inc.
Master Agreement: Master Agreement to Provide Certified Natural Gas Services to a Governmental Aggregator, dated February 10, 2014
Date: December ____, 2019

In consideration of the mutual promises below, Aggregator and Supplier agree to modify their Master Agreement, but only to the extent set forth in this Amendment.

1. This Amendment constitutes the "mutual written agreement of both Aggregator and Supplier" (as contemplated in Section 3.1 of the Master Agreement) to extend the duration of the Master Agreement, with all modifications under this Amendment, to an additional term beginning with Duke's April 2020 billing period and terminating at the end of Duke's March 2024 billing period.
2. The first sentence of Appendix A - Pricing of the Master Agreement is hereby deleted and replaced by: "Supplier's monthly charges shall appear on the Duke invoice and shall be for all natural gas supplied at a price to be determined by the Nymex price for gas multiplied by the applicable Duke BTU conversion rate for that month plus \$0.073 per Ccf."
3. The third sentence of Appendix A - Pricing of the Master Agreement is hereby deleted and replaced by: "For example, unless Triggered otherwise, the price to appear on the Customer invoice from Duke for April would be the closing Nymex price of gas on March 15th multiplied by the applicable Duke BTU conversion rate for April plus \$0.073 per Ccf."

All other terms and conditions stated in the original Master Agreement continue in full force and effect.

AGREED:

Aggregator:
CITY OF MOUNT HEALTHY

Supplier:
INTERSTATE GAS SUPPLY, INC.

Name:
Title:

Name:
Title:

Interstate Gas Supply, Inc., (attached hereto and incorporated herein by reference as Exhibit A) to facilitate the sale and purchase of Natural Gas to consumers in the City's Opt-Out program.

Section 2: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, safety and welfare of the citizens of the City of Mt. Healthy, and provided it receives the two-thirds vote of all members of Council elected thereto, shall be in full force and effect from and after its passage and approval; otherwise to be in full force and effect from and after the earliest period allowed by law.

Passed this 17 day of December, 2019.

Ron Butcher
President of Council

Attest: Melanie B/C
Clerk of Council

Approved this 17 day of December, 2019.

[Signature]
Mayor