



Natural Gas RFP Summary

Client Name Fayette County Public Schools

LDC Columbia Gas of Kentucky

Presentation Date 6/12/2023

Current							
Utility	Supplier	Product Type	Number of Accounts	Contract Price \$/Mcf	Estimated Annual Mcf	Estimated Annual Costs	Notes
Columbia Gas of Kentucky	Constellation	Fixed Price	55	\$4.700	111,493	\$524,017	Updated account list has 61 total accounts - this is a delta of 4,399 Mcf shown between the two Estimated Annual Mcf volumes

Recommendation								
Utility	Supplier	Term	New Contract Price \$/Dth	Estimated Annual Mcf	Estimated Annual Costs	Estimated Annual Change	Term-over-Term % Change	Term Start
Columbia Gas of Kentucky	IGS Energy	Sep 2023 thru Aug 2024	\$4.950	115,892	\$573,665	\$28,973	5.3%	Sep-23

Supplier	Term (Months)	Fixed				Swing Tolerance	Incremental / Cashouts	Notes
Constellation	12	\$5.220				100%	N/A	Sep 2023 start from Constellation. Pricing is in Mcf at the burnertip, utility consolidated billing, credit approved. Includes 10% Add/Delete provisions.
	24	\$5.520				100%	N/A	
	36	\$5.750				100%	N/A	
	48	\$5.850				100%	N/A	
IGS Energy	12	\$4.950				100%	N/A	Pricing is in Mcf at the burnertip, utility consolidated billing, credit approved. Includes 10% Add/Delete provisions.
	24	\$5.370				100%	N/A	
	36	\$5.610				100%	N/A	
	48	\$5.780				100%	N/A	
Estimated Annual Cost Increase/(Reduction)		Per Dth Annual %	\$0.220	\$28,973	5.3%			

*All offers contained in this Request For Proposal will be subject to variations in market conditions. Actual pricing is subject to change at time of execution.

Natural Gas Purchase Contract

Large Commercial V5.1CH-IND-KY(m)

FOR OFFICE USE ONLY: DWS-xl

Seller: Interstate Gas Supply, LLC

Attn: Commercial & Industrial Sales, 6100 Emerald Parkway, Dublin, Ohio 43016

Fax: 614-659-5126

Phone: 877-923-4447

Buyer: Fayette County Board of Education

Contact Name Logan Poteat

Confirmation Email Logan.Poteat@Fayette.KYSchools.us

Phone 859-281-0707

Fax

Street Address

City

State

Zip

Mailing 450 Park Pl

Lexington

KY

40511

Billing Per Utility Billing

Facility See Exhibit A

Account Number/s See Exhibit A

or see the attached **Exhibit A**

This Contract is subject to the attached Natural Gas Supply Master Terms and Conditions, which are incorporated in their entirety herein.

Natural Gas Distribution Company ("NGDC"): Columbia Gas of Kentucky

Critical Day Volume: 100% of Usage determined by the NGDC

Purchase Price:
 Fixed Price of **\$5.61** per MCF for all gas delivered to the Burnertip throughout the Initial Term.
 Variable Price determined by 100% of the applicable NYMEX settlement price (depending on the Buyer's billing cycle) plus \$ _____ per MCF for all gas delivered to the Burnertip throughout the Initial Term.
 The price includes all interstate transportation charges, shrink/fuel, Btu conversion, and pooling fees, but it does not include the applicable taxes or NGDC transportation and distribution charges. After the Initial Term expires, the price will be as described under the Renewal Variable Pricing section of this Contract.

Initial Term: The Initial Term of this Contract will begin with the **September 2023** NGDC billing cycle, and it will continue through the **August 2026** NGDC billing cycle.

Renewal: Upon expiration of the Initial Term, this Contract will automatically renew on month-to-month basis, with each such month constituting a "Secondary Term." Any automatic renewal may be cancelled by Buyer or Seller delivering written notice to the other party at least 30 days before the automatic renewal date. The automatic renewal date will be the first calendar day of the month at the end of the applicable Term. Because Seller needs to contract for supply and transportation in advance, Buyer's early termination of any Account under this Contract will harm Seller.

Early Termination Damages:
If under a Fixed Price: For each Account that is terminated early, damages will be equal to the positive difference, if any, between the Fixed Price minus the then-current market price, multiplied by the "Contract Volumes" (defined below) as apportioned to the terminated Account(s) and remaining under the then-current Term. The "Contract Volumes" are calculated using each Account's historical monthly consumption, as provided to Seller by the NGDC, multiplied by weather normalization factors and are set forth in the table below. The Contract Volumes will be used for determining early termination damages under this Contract. Buyer is not otherwise obligated to accept/consume the Contract Volumes on a monthly or annual basis.
If under a Variable Price: For each Account that is terminated early, damages will be equal to \$0.40 per MCF multiplied by the Contract Volumes as apportioned to the terminated Account(s) and remaining under the then-current Term.

Contract Volumes in MCF at the Burnertip

Month	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec
	19,058	15,998	10,902	10,110	6,196	4,031	3,327	3,747	5,182	9,505	15,588	18,495

This Contract, including any Exhibit(s) may be signed in counterparts. If Buyer and Seller execute more than one Contract with respect to any Account(s), the terms of the most recent Contract will supersede and take priority over all previous Contracts with regard to the same Account(s). Any signature on this Contract and any Exhibit(s) will be considered valid for all purposes and have the same effect whether it is an ink-signed original, e-signed, a photocopy, or a facsimile representation of the original document.

The signers below personally certify that they have all requisite authority to sign and enter into this Contract on behalf of the parties identified above their signatures. Further, they acknowledge that on behalf of their respective parties, they have read, understood, and voluntarily agreed to every provision of this Contract, the attached Terms and Conditions, and any Exhibit A.

Accepted by Buyer:

Name: _____ Title _____ Date _____

Accepted by Seller:

Name: Evan Bollie Title Director, C&I Sales Date _____

Natural Gas Supply Master Terms and Conditions

These Master Terms and Conditions (the "Terms and Conditions") set forth the general terms and conditions for the retail sale and purchase of natural gas between Seller and Buyer. The specific terms with respect to Buyer's Accounts will be set forth on Page 1. These Master Terms and Conditions, the specific terms set forth on Page 1, and any Exhibits form a written agreement between Seller and Buyer (the "Contract").

1. Natural Gas Supply. Seller will supply and deliver to Buyer the full natural gas requirements for all Accounts under this Contract, and Buyer will accept and pay for all such deliveries according to this Contract. Seller will act as Buyer's agent for the limited purposes of working with Buyer's NGDC in order to: (a) obtain the Accounts' usage, billing, and payment histories; (b) effect the transfer of natural gas supply service to Seller; and (c) perform Seller's obligations under this Contract. Buyer will execute all documents and be responsible for all services and equipment required by the NGDC in order for Buyer to receive service under this Contract. Buyer understands that there may be delays in starting gas supply due to the NGDC's enrollment requirements and will not hold Seller responsible for any such delays.

2. Renewal Variable Price. The price for each Secondary Term will be determined monthly by the index price of gas delivered to the applicable delivery point, plus: transportation, demand charges, shrink/fuel, Btu conversion, pooling fees, and a service fee. The price will not include the applicable taxes or NGDC transportation/distribution charges.

3. Billing & Payment. The NGDC will issue consolidated monthly invoices which will contain Seller's natural gas charges, plus applicable taxes and all of the NGDC's distribution and other applicable charges. Buyer will pay to the NGDC the entire amount of each natural gas bill under the NGDC's payment terms and conditions. Late charges will apply for all past-due amounts owed to Seller at the rate set forth in the NGDC's tariff for its charges. Seller reserves the right to invoice Buyer directly for: (a) Seller's charges only, plus applicable taxes; or (b) for the NGDC's charges, as well as Seller's charges, plus all applicable taxes. If Seller invoices Buyer directly, payment will be due in full on or before the 20th calendar day following the invoice date and late charges will apply for all past-due amounts at a rate of 1.5% per month. The NGDC is solely responsible for reading Buyer's meter(s), and all disputes that Buyer has with respect to meter readings and related adjustments will be addressed by Buyer solely to the NGDC.

4. Volume Tolerance. Buyer and Seller recognize that the Purchase Price contained herein is predicated on the continuation of specified energy usage levels and consumption patterns substantially to that represented. From time to time during the Term, Buyer may add or delete accounts to or from this Contract without automatically triggering the damages described in the Damages section above; provided that Buyer's actual monthly consumption is within a volumetric band, equal to plus or minus 10% of the applicable monthly Contract Volume's specified on Page 1. If Buyer's actual consumption for the period reviewed was within the 10% tolerance of the Contract Volumes for the same period, Buyer will owe no damages to Seller for that period. However, if Buyer's actual consumption for the period reviewed was outside of the 10% tolerance of the Contract Volumes for the same period, Buyer will owe damages to Seller for that period as follows: If Buyer is under the Fixed Price Option and actual consumption for the period reviewed is greater than 110% of the Contract Volumes for the same period, then Buyer will pay to Seller damages equal to the positive difference, if any, between market price minus the Purchase Price, multiplied times those volumes which were consumed in excess of 110% of the Contract Volumes during the period. If the Buyer is under Fixed Price Option and actual consumption for the period reviewed is less than 90% of the Contract Volumes for the same period, then Buyer will pay to Seller damages equal to the positive difference, if any, between the Purchase Price minus the market price, multiplied times the volumetric shortfall from 90% of the Contract Volumes during the period.

5. Credit. Upon Seller's reasonable request, Buyer will provide to Seller financial statements and other credit-related information, all of which will be treated as confidential by Seller. If Seller reasonably deems Buyer's financial condition inadequate to extend credit, Seller

may require security sufficient to cover volumes for the two largest months' Contract Volumes. The security will be in the form of either a deposit or an irrevocable letter of credit. Furthermore, if Buyer: (a) becomes a Debtor in a bankruptcy proceeding; or (b) breaches any payment obligation or any other obligation to Seller (including any obligation to provide security as provided above), then Seller may suspend deliveries and/or terminate this Contract 10 days after delivering written notice to Buyer. Seller's rights under this Credit section are in addition to all other remedies available under this Contract.

6. Damages. Seller may hedge its obligations under this Contract by purchasing natural gas and related transportation, as well as natural gas futures and/or swaps, or any combination thereof. If (a) Buyer terminates any or all Accounts from under this Contract before the expiration of any Term; or (b) Seller terminates this Contract as to any or all Accounts before the expiration of any Term as a result of Buyer's breach of this Contract; or (c) the NGDC terminates any or all Accounts from under this Contract before the expiration of any term as a result of late or non-payment, then Buyer will pay to Seller damages calculated as set forth in the Early Termination Damages section on the Page 1. Seller may increase the price charged to Buyer for Accounts that have not breached 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. If Buyer transfers service to the NGDC, Buyer may be charged a price other than NGDC's standard rate. Nothing in this Damages section limits Buyer's obligation to pay for all delivered natural gas as metered by the NGDC. If Seller fails to perform its delivery obligations under this Contract, Seller will pay to Buyer an amount equal to the positive difference, if any, between Buyer's reasonable cost of cover minus the then-current Contract price for all natural gas 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.

7. Cross Default. If Buyer is a party to one or more other natural gas or electricity supply contracts with Seller, a breach by Buyer under such other contract(s) may be treated by Seller as a breach by Buyer of this Contract.

8. Limitation of Liability. Seller will not be liable for any losses arising from Buyer's use of natural gas or for losses arising from any pipeline or the NGDC, including but not limited to: their operations and maintenance of their system, any disruption of their service, termination of their service, their events of force majeure, or deterioration of their service. Except as otherwise set forth in this Contract, neither party will be liable for any indirect, consequential, special, or punitive damages, whether arising under contract, tort (including negligence and strict liability), or any other legal theory.

9. Warranty. Seller warrants that all gas delivered to the NGDC for its distribution to Buyer will meet the NGDC's quality standards and that title to such gas is free from liens and adverse claims. Seller makes no other warranties or representations of any kind, express or implied, including any warranty of merchantability or warranty that the goods are fit for any particular purpose.

10. Regulatory. The choice program is subject to ongoing utilities commission jurisdiction and NGDC rules. Seller may pass through to Buyer any additional charges/fees imposed on suppliers through a regulatory and/or utility proceeding. If the choice program is terminated or materially changed, this Contract may be modified accordingly or terminated by Seller without penalty to either party.

11. Relationship of Parties. Buyer will make decisions regarding pricing and volumes in Buyer's sole discretion, with or without advice or recommendation from Seller, and Seller will not be liable for Buyer's acting or failing to act upon Seller's advice or recommendations.

12. **Assignment.** This Contract may be assigned by Buyer only with express written consent of Seller, which consent will not be unreasonably withheld, delayed, or conditioned.

13. **Waiver.** No failure to enforce any provision of this Contract will be deemed a waiver of any right to do so, and no express waiver of any breach will operate as a waiver of any other breach or of the same breach on future occasion.

14. **Choice of Law, Jurisdiction, Venue & Jury Trials.** This Contract will be governed by the applicable laws of the State of Ohio, without regard to Ohio's principles of 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 Franklin County, Ohio, or in the United States District Court for the Southern District of Ohio sitting in Columbus, Ohio. Buyer and Seller waive all of their rights to a trial by jury in any legal action related to this Contract.

Fayette County, Ky

15. **Severability.** If any provision of this contract is held unenforceable by any court having jurisdiction, no other provisions will be affected, and the court will modify the unenforceable provision (consistent with the intent of the parties as evidenced in this contract) to the minimum extent necessary so as to render it enforceable.

15. **Entire Agreement.** This Contract, including these Terms and Conditions and any Exhibits, contain the entire agreement between Seller and Buyer regarding the Accounts under this Contract, and it supersedes all prior and contemporaneous written and oral agreements and understandings between them with respect to those accounts. This Contract cannot be modified in any way except by a writing signed by both Seller and Buyer.

**Exhibit A to Natural Gas Purchase Contract Form V5.1CH-IND-KY
Account Numbers & Facility Addresses**

Seller: Interstate Gas Supply, LLC
Buyer: Fayette County Board of Education

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

	Account Number	Service Address	Service City	Service State	Service Zip Code
1	105973430010002	551 PARKSIDE DR	LEXINGTON	KY	40505
2	106122880020009	2151 Garden Springs Dr.	LEXINGTON	KY	40504
3	106219490030005	3025 SANDERSVILLE	LEXINGTON	KY	40511
4	106226520020004	3215 CORNWALL DR GENERAT	LEXINGTON	KY	40503
5	106483170040002	1555 Georgetown Rd	LEXINGTON	KY	40511
6	129865190070008	2441 Huntly Pl	LEXINGTON	KY	40511
7	129865400040006	2585 LIBERTY ROAD	LEXINGTON	KY	40509
8	165272920010003	260 RICHARDSON PLACE	LEXINGTON	KY	40509
9	105910670020003	122 ARCEME AVE	LEXINGTON	KY	40505
10	105952360010001	340 ROOKWOOD PARKWAY	LEXINGTON	KY	40505
11	105952360020000	780 MILES POINT WAY	LEXINGTON	KY	40510
12	105992830010008	1060 WINBURN DR	LEXINGTON	KY	40511
13	106015860010001	707 HOWARD ST	LEXINGTON	KY	40508
14	106027260010002	475 PRICE ROAD	LEXINGTON	KY	40508
15	106048510010005	161 BRUCE STREET	LEXINGTON	KY	40507
16	106089480020005	218 MANDALAY RD	LEXINGTON	KY	40504
17	106218190010002	1800 HARRODSBURG RD	LEXINGTON	KY	40504
18	106219490010007	2319 CLAYS MILL ROAD	LEXINGTON	KY	40503
19	106315740010000	340 WILSON DOWNING RD	LEXINGTON	KY	40517
20	106324510010009	336 REDDING RD	LEXINGTON	KY	40517
21	106344710020004	710 GLENDOVER RD NEW GEN	LEXINGTON	KY	40502
22	106362610010008	301 WOODLAND AVE	LEXINGTON	KY	40508
23	106428400010002	1225 TATES CREEK ROAD	LEXINGTON	KY	40502
24	106428400020001	1642 HARRODSBURG ROAD	LEXINGTON	KY	40504
25	106428400030000	1125 TATES CREEK RD	LEXINGTON	KY	40502
26	106483170020004	2101 SAINT MATHILDA DR	LEXINGTON	KY	40502
27	106517450010003	195 N. ASHLAND AVENUE	LEXINGTON	KY	40502
28	106517680010005	700 BULLOCK PLACE	LEXINGTON	KY	40508
29	106557440010001	2264 LIBERTY ROAD	LEXINGTON	KY	40509
30	106568480010000	2420 SPURR RD	LEXINGTON	KY	40511
31	106584710010007	350 LIMESTONE	LEXINGTON	KY	40508
32	106595340010002	123 E. SIXTH ST	LEXINGTON	KY	40508
33	106595340020001	100 Midland Ave	LEXINGTON	KY	40508
34	106595340030000	2160 Versailles Rd	LEXINGTON	KY	40504
35	106598470010009	2010 LEESTOWN	LEXINGTON	KY	40511
36	106613270020006	1813 CHARLESTON DR	LEXINGTON	KY	40505
37	106632120010008	1940 EASTLAND PARKWAY	LEXINGTON	KY	40505
38	108596980020003	3337 Squire Oak Dr.	LEXINGTON	KY	40515
39	129865180020005	2100 FONTAINE ROAD	LEXINGTON	KY	40502
40	129865190060009	201 EASTIN RD	LEXINGTON	KY	40505
41	129865200010001	401 REED LANE	LEXINGTON	KY	40503

42	129865200020000	1251 BEAUMONT CENTR LANE	LEXINGTON	KY	40513
43	129865210010009	1111 CENTRE PARKWAY	LEXINGTON	KY	40517
44	129865390020001	1600 MAN O' WAR BOULEVARD	LEXINGTON	KY	40513
45	129865400020008	2208 LIBERTY ROAD	LEXINGTON	KY	40509
46	129865400030007	2208 LIBERTY ROAD	LEXINGTON	KY	40509
47	129865400050005	701 E. MAIN ST	LEXINGTON	KY	40502
48	129865400060004	465 SPRINGHILL DR	LEXINGTON	KY	40503
49	129865400080002	2000 Winchester Rd	LEXINGTON	KY	40505
50	129865400090000	4801 Athens Boonesboro Rd.	LEXINGTON	KY	40509
51	129865400100008	450 Park Place	LEXINGTON	KY	40511
52	129865410030005	1919 BRYNELL DR	LEXINGTON	KY	40505
53	129865420020004	400 WILSON DOWNING ROAD	LEXINGTON	KY	40517
54	129865430020002	1710 N FORBES RD	LEXINGTON	KY	40511
55	129865440020000	3341 CLAYS MILL ROAD	LEXINGTON	KY	40503
56	129865450020008	1901 APPOMATTOX ROAD	LEXINGTON	KY	40504
57	129865460020006	2080 GEORGIAN WAY	LEXINGTON	KY	40504
58	129865470020004	695 EAST NEW CIRCLE ROAD	LEXINGTON	KY	40505
59	129865480020002	3277 PEPPERHILL RD	LEXINGTON	KY	40502
60	147851400010006	4351 CLEARWATER WAY	LEXINGTON	KY	40515
61	185246390010006	1126 RUSSELL CAVE ROAD	LEXINGTON	KY	40505

AGREED.

Accepted by Buyer:

Name: _____ Title _____ Date _____

Accepted by Seller:

Name: Evan Bollie _____ Title Director, C&I Sales _____ Date _____