

10/27/10

59-R-10

A RESOLUTION

**Authorizing the City Manager to Execute Amendment 2
to the City's Natural Gas Supply Agreement
with CenterPoint Energy Services, Inc.**

WHEREAS, the City of Evanston executed a natural gas supply agreement (the "Agreement") with CenterPoint Energy and further executed an Amendment 1 thereto on October 25, 2010; and

WHEREAS, the City Council finds that the best interests of the City of Evanston and its residents will be served by executing Amendment 2 to the Agreement, thereby securing a fixed price for natural gas.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:**

SECTION 1: That the City Manager is hereby authorized and directed to sign, and the City Clerk authorized and directed to attest, on behalf of the City of Evanston, the Amendment 2 to the Agreement, marked as Exhibit A, attached hereto and made a part hereof.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, AS FOLLOWS:**

SECTION 1: That the City Manager is hereby authorized to sign and the City Clerk hereby authorized to attest to the Amendment 2 to the

Agreement with CenterPoint Energy attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2: That the City Manager is hereby authorized and directed to negotiate any additional conditions of the Amendment 2 to the Agreement as may be determined to be in the best interests of the City and in a form approved by the Corporation Counsel.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.



Elizabeth B. Tisdahl, Mayor

Attest:



Rodney Greepe, City Clerk

Adopted November 22, 2010

EXHIBIT A

AMENDMENT 2 TO THE AGREEMENT

VI - PRICE AND BILLING

The Parties agree to further amend Article VI, ("Price and Billing"), of the Agreement, as amended by Amendment 1 on October 25, 2010, pursuant to this Amendment 2 as follows. The Buyers gas price shall be established as set forth in the Citygate Purchase Authorization Exhibit attached to this Amendment 2. This price shall be effective through April 30, 2011.

CENTERPOINT ENERGY SERVICES, INC.

CITY OF EVANSTON

By: _____

By: _____

Dated: _____

Dated: _____

12/3/10

12/3/10

**CITYGATE PURCHASE AUTHORIZATION EXHIBIT
ENERGY SERVICE AGREEMENT (No.2007406)**

**Company Name: City of Evanston
Fax Number or E-mail Address: DStoneback@cityofevanston.org**

Natural Gas Citygate price of \$.490 per therm for the term January 2011 through April 2011. Monthly volumes shall be as listed below and shall be confirmed in writing by Seller upon purchase. Purchase will become binding unless factually disputed in writing within 1 business day of receipt.

Month	Volumes (therms)
January 2011	71,250
February 2011	65,250
March 2011	57,750
April 2011	33,750

Month	Volumes (therms)

This Exhibit amends and is attached to Buyer's current Energy Service Agreement, No. 2007406 ("Agreement"). In the event a purchase is executed pursuant to this Exhibit which extends beyond the current term of the Agreement, the Agreement shall renew in accordance with the provisions contained therein.

- 1.) This Exhibit authorizes Seller to execute a Delivered to Citygate natural gas purchase for the months, price and volumes listed above.
- 2.) Volumes (listed above) will be the first volumes through the meter each month following all applicable previously executed Transaction Confirmation exhibits.
- 3.) The Buyer and Seller agree to make reasonable efforts to avoid imbalances. On a timely basis, Buyer agrees to notify Seller of any changes in operations which significantly affect daily natural gas usage.
- 4.) If in any month Deliveries of natural gas to Buyer is less than the Monthly Contract Volumes noted above, or if the Agreement has been terminated for any reason; Buyer shall be responsible for the liquidated net value of the unused volumes plus an administrative fee of \$0.0020/therm.
- 5.) Monthly volumes taken in excess of the Monthly Contract Volumes above shall be priced according to the pricing provisions of the Agreement.
- 6.) Delivery will be in accordance with the terms of the Agreement and all provisions of Utility's tariffs apply.
- 7.) Prices listed above include daily balancing, monthly cash outs, fuel, transportation capacity, pipeline surcharges, transition costs, management services and other applicable fees. Applicable Utility distribution charges, sales taxes, customer charges, franchise and other applicable Utility fees shall be charged in addition to the Delivered to Citygate price.

**Buyer's Purchase Authorization shall be effective on 12/03/2010
and shall expire at 1:30pm (Central Time) on 12/03/2010
Buyer's Authorized Representative: Wally Bobkiewicz**

Pricing in this Exhibit shall not be effective unless confirmed in writing by an authorized representative of Seller. Buyer may cancel this Purchase Authorization at any time prior to its execution by providing Seller with advance written notice.

By signing below, Buyer's Authorized Representative warrants they have read and understand the document in its entirety and are authorized to sign this Exhibit on Buyer's behalf.

BUYER'S AUTHORIZED REPRESENTATIVE

By Wally Bobkiewicz

Date 12/13/10