

ORDINANCE NO. 2024-08

AN ORDINANCE AUTHORIZING THE MAYOR OF THE VILLAGE OF ANTWERP TO ENTER INTO AN AGREEMENT FOR THE SUPPLY OF ELECTRICITY TO VILLAGE OWNED BUILDINGS, STREETLIGHTS, AND WELLS WITH DYNERGY ENERGY SERVICES, LLC FOR A TERM OF TWELVE (12) MONTHS COMMENCING ON NOVEMBER 1, 2024; AND DECLARING THE SAME AN EMERGENCY

WHEREAS, the Village of Antwerp, Ohio (the "Village") and Constellation NewEnergy, Inc. currently are parties to an Ohio Electricity Supply Agreement for the purpose of the Village buying electricity delivered and used at the various buildings, streetlights, and wells owned by the Village and the same being supplied by Constellation NewEnergy, Inc. at a rate of \$0.072310 per kilowatt hour, which agreement will expire on October 31, 2024; and

WHEREAS, the Village desires to enter into an agreement with Dynegy Energy Services LLC. for the purpose of the Village buying electricity to be delivered and used at the various buildings, streetlights, and wells owned by the Village and the same supplied by Constellation NewEnergy, Inc. for a twelve (12) month period commencing at the expiration of the current agreement commencing on November 1, 2024), at the rate of \$0.060060 per kilowatt hour; and WHEREAS, in order to lock in this lower rate for the purchase and supply of electricity for the twelve (12 months) month period commencing on November 1, 2024, the Village and Dynegy Energy Services LLC. must enter into an agreement for the same as soon as practicable as the rates are changing daily.

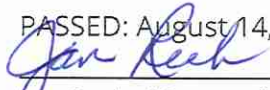
NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Antwerp, County of Paulding, and State of Ohio:

Section 1. The Mayor of the Village of Antwerp, Ohio, is hereby authorized to enter into an agreement for the supply of electricity by and between the Village and Dynegy Energy Services LLC. for the purpose of the Village buying electricity to be delivered to and used at the various buildings, streetlights, and wells owned by the Village and the electricity being supplied by Dynegy Energy Services LLC. at the rate of \$0.060060 per kilowatt hour for an twelve (12) month period commencing at the expiration of the current agreement (commencing on November 1, 2024).

Section 2. It is found and determined that all formal actions of the Council of the Village of Antwerp, Ohio, concerning and relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of the Council and any of its committees that resulted in such formal action, were in meetings open to the public, and in compliance with all legal requirements.

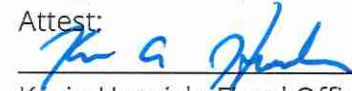
Section 3. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and to allow the Village to lock in the lowest rate available for the delivery and use of electricity at the buildings, streetlights, and wells owned by the Village. This Ordinance shall take effect and be in force immediately after its passage and approval; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: August 14, 2024.



Jan Reeb, Mayor of the
Village of Antwerp, Ohio

Attest:



Kevin Hornish, Fiscal Officer

Village of Antwerp

Product: Fixed All-Inclusive, Capacity rate can adjust	Supplier	Offer Valid From	Offer Valid To	12 Months Price	18 Months Price	24 Months Price	36 Months Price	48 Months Price
	AEP Energy	8/9/2024	8/9/2024	\$ 0.060980	\$ 0.064680	\$ 0.066540	\$ 0.069590	\$ 0.072130
	APG&E Energy Solutions	8/9/2024	8/9/2024	\$ 0.063490	\$ 0.066690	\$ 0.066660	\$ 0.067120	\$ 0.067900
	Constellation Energy - New Energy Power	8/9/2024	8/9/2024	\$ 0.062350	No Bid	\$ 0.067330	\$ 0.069300	\$ 0.070270
	Direct Energy Business, LLC	8/9/2024	8/9/2024	\$ 0.060470	\$ 0.063770	\$ 0.065300	\$ 0.067170	\$ 0.068210
	Dynegy Energy Services, LLC	8/9/2024	8/9/2024	\$ 0.060060	\$ 0.063190	No Bid	No Bid	No Bid
	Freepoint Energy Solutions	8/9/2024	8/9/2024	\$ 0.062980	\$ 0.066920	\$ 0.068540	\$ 0.070530	\$ 0.071470
	Hudson Energy	8/9/2024	8/9/2024	No Bid	No Bid	No Bid	No Bid	No Bid
	NextEra Energy	8/9/2024	8/9/2024	\$ 0.062880	\$ 0.066000	\$ 0.067620	\$ 0.069630	\$ 0.070750
	Nordic Energy Services, LLC	8/9/2024	8/9/2024	\$ 0.070250	\$ 0.074330	\$ 0.076350	No Bid	No Bid

Once you have decided upon a pricing solution, please contact Cathi Lydy, your Energy Consultant, at (419) 265-0758.
A contract will be forthcoming once you speak to your Energy Consultant regarding your decision.
Renewable supply options available upon request.

EDC Account Numbers Included	Service Address	City	Annual kWh	Utility	Anticipated Meter Read Start
00140060702209263	302 E Washington St	Antwerp	7,086	AEP - Ohio Power	11/18/2024
00140060708796721	102 Erie St	Antwerp	135,548	AEP - Ohio Power	11/18/2024
00140060714053984	W River St STR Light Circuit	Antwerp	2,425	AEP - Ohio Power	11/18/2024
00140060715388235	Road 176	Antwerp	484	AEP - Ohio Power	11/21/2024
00140060716908652	109 Erie St	Antwerp	484	AEP - Ohio Power	11/18/2024
00140060717934880	503 W River St	Antwerp	18,947	AEP - Ohio Power	11/18/2024
00140060723141610	W Daggett St	Antwerp	7,026	AEP - Ohio Power	11/18/2024
00140060725648133	N Main St	Antwerp	11,280	AEP - Ohio Power	11/18/2024
00140060725864285	E River St Bldg Park Dr	Antwerp	1,386	AEP - Ohio Power	11/18/2024
00140060729689563	County Road 424	Antwerp	484	AEP - Ohio Power	11/18/2024
00140060734977365	Woodcox St	Antwerp	14,595	AEP - Ohio Power	11/18/2024
00140060737118340	401 S Harrmann Rd	Antwerp	5,102	AEP - Ohio Power	11/18/2024
00140060739098104	118 N Main St	Antwerp	17,679	AEP - Ohio Power	11/18/2024
00140060742337871	203 S Cleveland St	Antwerp	110	AEP - Ohio Power	11/18/2024
00140060754202351	County Road 424	Antwerp	7,723	AEP - Ohio Power	11/18/2024
0014006075562971	Erie St	Antwerp	27,579	AEP - Ohio Power	11/18/2024
00140060762067082	Erie St	Antwerp	41,598	AEP - Ohio Power	11/18/2024
00140060762295150	Stone St	Antwerp	45,696	AEP - Ohio Power	11/18/2024
00140060765717581	514 N Main St Pump	Antwerp	273	AEP - Ohio Power	11/18/2024
00140060770157513	204 W Daggett St	Antwerp	10,998	AEP - Ohio Power	11/18/2024
00140060778043314	Erie St	Antwerp	42,555	AEP - Ohio Power	11/18/2024
00140060784499492	118 N Main St	Antwerp	109,048	AEP - Ohio Power	11/30/2024
00140060791494375	Road 43	Antwerp	41,440	AEP - Ohio Power	11/18/2024
00140060792827043	S Main St	Antwerp	2,017	AEP - Ohio Power	11/18/2024
00140060794807175	303 S Harrmann Rd	Antwerp	2,751	AEP - Ohio Power	11/21/2024
00140060796093440	13800 Road 43	Antwerp	52	AEP - Ohio Power	11/18/2024
00140060796713130	240 E River St STLGH	Antwerp	1,979	AEP - Ohio Power	11/18/2024
			550,345		

LOWER PRICES. PERSONALIZED SERVICE. MORE CHOICES.
425 Metro Place North, Suite 550, Dublin, Ohio 43017
614-336-8577 889-370-8878 (fax)
www.MuirfieldEnergy.com



ELECTRIC SERVICE AGREEMENT – EXHIBIT A

INVOICE & CONTACT INFORMATION			
DYNEGY ENERGY SERVICES EAST, LLC ("Supplier")		THE VILLAGE OF ANTWERP ("Customer")	
Attn:	Customer Care	Attn:	Kevin Hornish
Address:	312 Walnut Street, Ste 1500 Cincinnati OH 45202	Address:	118 North Main Street Antwerp, OH 45813
Telephone:	800-920-5039	Telephone:	(419) 258-2241
E-Mail:	businesscare@vistracorp.com	Email:	fiscalofficer@villageofantwerp.com
DUNS #:	141420484	DUNS #:	
Federal Tax ID #:	90-0924805	Federal Tax ID #:	
Utility:	American Electric Power		
Regional Transmission Organization (RTO):	PJM		
Broker/Consultant (If blank, N/A):	Muirfield Energy		

Eligibility: This Agreement is only applicable to accounts that are less than 700,000 kWh per year and are not part of a national account involving multiple facilities in one or more states, as defined by the Utility ("Utility") and/or as designated at the time of execution of this Agreement. Customer must complete and sign Exhibit A and return all pages of this Agreement to Supplier. Supplier reserves the right to not initiate service under this Agreement if, at Supplier's sole discretion, it is determined Customer is ineligible for this offer.

Net Metering. Customer must enroll, and be accepted in, as applicable by state law, Utility's net metering program in order to participate in net metering with Supplier.

THE TERMS AND CONDITIONS HEREIN ARE HIGHLY CONFIDENTIAL AND PROPRIETARY AND SHALL NOT BE RELEASED TO ANY PERSON, FIRM OR ENTITY WITHOUT THE EXPRESSED PERMISSION OF SUPPLIER.

Table 1				
Select Term:	Quote #:	Delivery Term Begins:	Delivery Term Ends:	Power Price (/kWh):
	Q-02877956	November 2024	November 2025	\$0.06067

THE VILLAGE OF ANTWERP		Customer Notice, if different from above: (Do not use P.O. Box)	
Signature:	<i>[Handwritten Signature]</i>	ATTN:	
Print Name:	DAN REEB	Address:	
Print Title:	MAYOR	E-mail:	
Date:	8-14-24	Phone:	
<input type="checkbox"/> Check here if you are a local government entity subject to the Ohio Prompt Payment Requirements Act as defined by ORC 126.30/OAC 126-3-01.			

By signing above, you certify that 1) you are authorized to enter into this Agreement with Supplier, 2) you have read the Terms & Conditions of this Agreement and Customer will be bound by such Terms & Conditions, and 3) Customer authorizes Supplier to enroll the Account(s) listed in Table 2 with the Utility which will allow Supplier to provide retail electric services.

Upon execution by Customer and delivery to Supplier, this Agreement is binding. Please retain a copy for your records and send a signed copy to Supplier. Supplier will forward all necessary documents to the Utility.

ELECTRIC SERVICE AGREEMENT – ACCOUNT INFORMATION

ACCOUNT INFORMATION FOR
THE VILLAGE OF ANTWERP AS OF August 13, 2024

Table 2		
Account #	Bill Group	Service Location
00140060702209263	17	302 E WASHINGTON ST ANTWERP, OH 45813 ,
00140060708736721	17	102 ERIE ST ANTWERP, OH 45813 ,
00140060714053984	17	W RIVER ST ANTWERP, OH 45813 ,
00140060715388235	18	ROAD 176 ANTWERP, OH 45813 ,
00140060716908652	17	109 ERIE ST ANTWERP, OH 45813 ,
00140060717934880	17	503 W RIVER ST ANTWERP, OH 45813-9441 ,
00140060723141610	17	W DAGGETT ST ANTWERP, OH 45813 ,
00140060725648133	17	615 N MAIN ST ANTWERP, OH 45813 ,
00140060725864285	17	E RIVER ST BLDG PARK RR ANTWERP, OH 45813 ,
00140060729689563	17	COUNTY ROAD 424 ANTWERP, OH 45813 ,
00140060734977365	17	WOODCOX ST ANTWERP, OH 45813 ,
00140060737118340	17	401 S HARRMANN RD ANTWERP, OH 45813-9581 ,
00140060739098104	17	118 N MAIN ST ANTWERP, OH 45813-8402 ,
00140060742337871	17	203 S CLEVELAND ST ANTWERP, OH 45813 ,
00140060754202361	17	COUNTY ROAD 424 ANTWERP, OH 45813 ,
00140060755562971	17	ERIE ST ANTWERP, OH 45813 ,
00140060762067082	17	ERIE ST ANTWERP, OH 45813 ,
00140060762295150	17	STONE ST ANTWERP, OH 45813 ,
00140060765717581	17	514 N MAIN ST ANTWERP, OH 45813-8405 ,
00140060770157513	17	204 W DAGGETT ST ANTWERP, OH 45813 ,
00140060778043314	17	ERIE ST ANTWERP, OH 45813 ,
00140060784499492	31	118 N MAIN ST ANTWERP, OH 45813-8402 ,
00140060791494375	17	ROAD 43 ANTWERP, OH 45813 ,
00140060792827043	17	S MAIN ST ANTWERP, OH 45813 ,
00140060794807175	18	303 S HARRMANN RD ANTWERP, OH 45813-9574 ,
00140060796039340	17	13800 ROAD 43 ANTWERP, OH 45813-9417 ,
00140060796713130	17	240 E RIVER ST STLGHT ANTWERP, OH 45813 ,

ELECTRIC SERVICE AGREEMENT – TERMS AND CONDITIONS

This Electric Service Agreement Terms & Conditions and associated Exhibit A (collectively, the "Agreement"), by and between Supplier and Customer and is dated and effective as of the date the Exhibit A is signed by Customer, applies to, and represents the entirety of, Supplier's and Customer's understandings and agreements regarding Customer's full requirements for electricity to the Account(s) set forth in Table 2 ("Retail Power"). Supplier and Customer may be referred to herein individually as a "Party" and collectively as the "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. Power Price

Supplier will arrange for delivery of Customer's Retail Power. The Power Price noted in Exhibit A includes charges for energy, capacity, applicable Regional Transmission Operator, ancillary services and other market settlement charges, distribution and transmission energy losses, charges associated with the purchase, acquisition and delivery of renewable energy certificates (RECs) in accordance with the applicable state-mandated Renewable Portfolio Standards ("RPS") requirements, if applicable, plus scheduling and load forecasting associated with the delivery of Customer's Retail Power. It is understood and agreed that any RECs purchased and retired in accordance with the aforesaid state mandate is not the property of Customer and Customer has no claim, interest, or right to said RECs, or any value derived therefrom.

2. Term

Retail Power delivery will begin for each Account, contingent upon confirmation of successfully enrolled Direct Access Service Request from the host Utility, on the first available meter reading date of the month noted under "Delivery Term Begins" in Table 1 or as soon as possible thereafter, and ends on the regularly scheduled meter reading date for the month noted under "Delivery Term Ends" in Table 1 ("Term"). At the end of the Term of this Agreement, Supplier will return Customer to Utility default service, unless a written amendment has been executed to renew the Term. Notwithstanding the foregoing, the Term is subject to renewal pursuant to the conditions under Section 3, Monthly Renewal.

3. Monthly Renewal

This Agreement shall automatically continue on a monthly basis ("Renewal Term") at the rates determined by Supplier, which may vary from month to month. If Customer has not notified Supplier that Customer has elected to obtain Retail Power from another retail supplier, then Supplier may, in its sole discretion, place Customer on Renewal Term service or Supplier may return Customer to Utility default service, thereby terminating this Agreement.

4. Billing and Payment

Customer will receive a single bill from the Utility that contains Supplier charges set forth in this Agreement and Utility charges. Customer will make payments to the Utility according to the Utility's billing rules and schedules. Failure to pay Supplier charges may result in the Account(s) being returned to the

Utility's standard service and forfeiture of Customer's right to choose another retail electric service provider until past due amounts are paid. Failure to pay invoice charges may result in the Account(s) being disconnected in accordance with the Utility's business practices. If, due to Utility rules, any Account(s) become ineligible for a single bill from the Utility at any time during contract, then Supplier will issue an invoice for all ineligible Account(s). Supplier's invoice will reflect the Power Price for Retail Power times the kWh each month for those accounts billed by supplier, and Customer will make payments to Supplier within twenty-one (21) days from the invoice date. Late payment charges may be assessed at the rate of 1.5% per month of the outstanding invoice amount if not received by the due date. If specified above that Customer is a local government entity as defined by its local government Prompt Payment Requirements Act as indicated on Exhibit A, then, in such event, said Act shall control with regard to the calculation of payment due dates and late payment charges. All other provisions in this paragraph remain the same and are in effect.

5. Financial Responsibility

If requested, Customer shall provide a payment history record from the Utility to determine Customer's creditworthiness. If Customer's credit becomes unsatisfactory including, but not limited to, a consistent pattern of late payments as determined by Supplier in a commercially reasonable manner during the Term of this Agreement, Supplier may terminate this Agreement by fifteen (15) calendar days' notice of cancellation. Customer remains obligated to pay for all Retail Power delivered within ten (10) calendar days following the termination date.

6. Termination

Upon termination of this Agreement by any party for any reason, Customer will return to its Utility for electricity and will remain responsible for all charges for electricity through the date of termination. The effective date of any termination by Customer or Supplier will be the next available meter read date after expiration of any required notice period and processing by Utility and/or Supplier. If the Term or Renewal Term has not been fulfilled by Customer, Customer can be subjected to an Early Termination Fee, by account, calculated by the Power Price times estimated remaining kilowatt-hours (kWh), or the maximum amount allowed by law.

7. Limitation of Liability

UTILITY CONTINUES TO PROVIDE DELIVERY SERVICES UNDER THIS AGREEMENT; THEREFORE, SUPPLIER WILL NOT BE LIABLE FOR ANY INJURY, LOSS, CLAIM, EXPENSE, LIABILITY OR DAMAGE RESULTING FROM FAILURE BY UTILITY OR TRANSMISSION PROVIDER. SUPPLIER IS ALSO NOT LIABLE FOR ANY INJURY, LOSS OR DAMAGE RESULTING FROM INTERRUPTION, INSUFFICIENCY OR IRREGULARITIES OF SERVICE. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD-PARTY, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR FOR ANY DAMAGES OF A SIMILAR NATURE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

8. 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.

9. Change in Law or Regulatory Event

In the event that any change in or enactment of any laws, regulations, administrative ruling, judicial decisions, interpretation, entries, findings, orders, tariffs, or operating procedures under this Agreement by any federal or state government, federal or state agency, regulatory body such as the Federal Energy Regulatory Commission (FERC), Regional Transmission Operator (RTO), UTILITY, or any similar entity relating to the generation, capacity, reliability, transmission, marketing, or sale of electricity or renewable energy resources ("Regulatory Event") results in new or increased costs or tariffs to the Supplier, as determined in its reasonable discretion, Supplier may implement the change in pricing necessary to accommodate the impact of the change, which shall be effective on the invoice for the date that coincides with the next Monthly Billing Cycle. In such event, Customer agrees that it shall be bound by the new pricing.

10. Assignment

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. Supplier may assign, subcontract or delegate all or any part of Supplier's rights and/or obligations under this Agreement without consent from Customer.

11. Environmental Disclosure

This Agreement incorporates the information provided to Customer or made available to Customer at Supplier's website (www.Dynegy.com) regarding the approximate generation

resource mix and environmental characteristics of electricity supply.

12. Dispute Resolution

In the event of a dispute concerning the observance or performance of any of the terms or conditions herein, and the Parties are not otherwise able to resolve such dispute within thirty (30) days after notice, the Parties agree the dispute shall be resolved by arbitration in accordance with the rules and regulations established by the American Arbitration Association ("AAA"). Any decision rendered by the AAA shall be final and binding, and judgment may be entered by any court of competent jurisdiction.

13. Miscellaneous

The validity, interpretation and performance of this Agreement shall be governed by and performed in accordance with the laws of the state. 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.

14. Customer Service

For questions about this Agreement, electric supply charges, or a change in Customer name, please contact our Customer Care Department by calling toll-free or by e-mail at the information found on Exhibit A. **IN THE EVENT OF AN EMERGENCY, POWER OUTAGE, OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR UTILITY.**

15. Customer Information

Customer authorizes Supplier to receive current and historical energy billing and usage data from the Utility and such authorization shall remain in effect during the entire Term unless Customer rescinds such authorization in writing. Supplier is prohibited from disclosing Customer's social security number and/or account number(s) without Customer's consent except for Supplier's own collections and credit reporting, participation in programs funded by the universal service fund or assigning a customer contract to another commercial retail electric service provider.