

Advantage Energy Partners Natural Gas Service Agreement

This agreement is made and entered into **February 16, 2021** by and between Advantage Energy Partners, LLC of 7793 Pittsburg Ave NW, North Canton, OH 44720 hereinafter referred to as "Seller" and **Russell Twp of P.O. Box 522 Novelty OH 44072** hereinafter referred to as "Buyer". Buyer is a customer of Dominion Energy Ohio Gas Company, hereinafter referred to as "DEOG". DEOG is the local distribution company through which the natural gas will be transported to the Buyer's facility.

AGREEMENT. Subject to Seller's acceptance of this Agreement and acceptance by DEOG, Seller shall sell and deliver 100 % of Buyer's natural gas requirements to Buyer's facility, and Buyer shall receive and purchase 100% of its gas requirements from Seller.

BILLING AND PAYMENT. DEOG will send a single monthly bill that will include DEOG's transportation charges and any taxes and/or fees assessed by DEOG, and Seller's natural gas rate of **\$2.99** BT/MCF and applicable sales tax. Supplier rate is exclusive of all applicable state and local taxes. If the Buyer is tax exempt, it is the responsibility of the Buyer to provide Seller with an Ohio tax exemption certificate, as filed with the Ohio Dept. of Taxation. Failure to make payment subjects Buyer to DEOG disconnection of service and fees, termination of this Agreement, as well as any charges associated with the Seller per this Agreement. Buyer may request, free of charge, up to twenty-four months of payment history for services rendered by Seller.

TERM OF AGREEMENT. The term of this Agreement shall be **24** months effective from Sellers **October 2021** DEOG billing cycle through Sellers **Sept 2023** DEOG billing cycle. DEOG will send Buyer a written notice confirming Buyer's decision to transfer service to Seller. If Buyer's annual usage is less than 500 Mcf, Buyer has the right to cancel this Agreement without penalty within seven (7) business days after the postmark on the DEOG enrollment confirmation notice by contacting DEOG at 800-362-7557 or in writing.

RENEWAL AND EARLY TERMINATION. Seller will notify Buyer in accordance with the Public Utilities Commission of Ohio regulations of renewal terms and conditions. Upon expiration of the Agreement, Buyer will automatically renew on a month-to-month basis at Seller's monthly market price. There are no early termination options other than those granted in this Gas Sales Agreement. *If Buyer terminates this Agreement prior to the stated expiration date, Buyer will be responsible to pay Seller for early termination costs on any volumes secured by Seller on the Buyer's behalf for the remainder of the Agreement. The following cost shall be assessed: If the Agreement price is lower than the average of the NYMEX (New York Mercantile Exchange) natural gas futures values for the applicable remaining months times 120%, a fee of \$50.00 (fifty dollars) will be assessed. If the Agreement price is higher than the average of the NYMEX (New York Mercantile Exchange) natural gas futures values for the applicable remaining months times 120%, the cost shall be; the Agreement price MINUS the average of the NYMEX natural gas futures values for the applicable remaining months times 120% then multiplied by the natural gas rate as stated in the Agreement.*

FORCE MAJEURE. Seller will not be responsible for supplying natural gas to Buyer in the event of circumstances beyond its control such as events of "force Majeure", acts of God, including but not limited to acts of terrorism and orders, rules, regulations or acts of any court of governmental authority, labor disputes or problems, required maintenance work, or inability to access the local distribution system. Except regarding an obligation to make payments under the Agreement, neither Party shall be considered in default in the performance of any obligations under this Agreement when a failure of performance shall be due to Force Majeure.

BURNERTIP VOLUMES: Customer has the right to request up to twenty-four months of the customer's payment history without charge.

Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec	Total
284	287	240	171	60	33	40	40	55	76	159	255	1700

TERMINATION/TRANSFER. If Buyer's service location is not situated within DEOG's service area, this Agreement shall be automatically terminated with no penalty. If Buyer relocates within the DEOG service area, this Agreement will apply to the new service location. Buyer agrees to advise Seller of relocation and authorizes DEOG to provide Seller with the new account number(s) and meter number(s) of new location(s). If Buyer voluntarily returns to DEOG service, Buyer may be charged a price other than DEOG's regulated sales service rate. Switching fees may apply per DEOG's tariff.

ADVANTAGE ENERGY PARTNERS CONTACT INFORMATION. If Buyer has questions regarding or disagrees with the natural gas commodity portion of their bill, they can contact Seller's customer service at 877-263-0970 (toll free) between the hours of 9:00 am and 4:00 pm EST (hours subject to change without notice), or by mail at: 7793 Pittsburg Ave NW, North Canton, OH 44720, or by fax at: 330-494-1747.

EMERGENCY CONTACT. In the event of an emergency such as a gas odor, fire, or explosion, contact Dominion Energy Ohio Gas Company at 800-362-7557.

DISPUTE RESOLUTION. Parties to this Agreement will make every effort to settle disputes. However, if a complaint is not resolved, or for general utility information, the Buyer may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 am to 5:00 pm EST weekdays, or at www.puco.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8:00 am to 5:00 pm EST weekdays, or at www.pickocc.org.

PRIVACY. Seller will not release, without Buyer's written or electronic authorization, or where release is required by court order or by commission order or rule, DEOG account or meter numbers, except for operation or maintenance. Buyer's social security number, account numbers, or customer information (if given) shall not be disclosed without affirmative written consent or pursuant to a court order or commission order or rule.

Buyer (Print): X _____

SELLER: Advantage Energy Partners, **Eric Wright**, Director of Gas Ops

By: X _____

BY: _____

Date: X _____

Date: _____

DEOG Account Number: **See Exhibit 1**

Sales Tax Exempt: **100%**

FACILITY	LDC ACCOUNT	STREET ADDRESS	EST. ANNUAL VOLUME
Russell TWP Trustees	1441200480193	8501 Kinsman Rd, Novelty, OH, 44072	110
Russell Fire Department	8441200480002	14921 Chillicothe Rd, Novelty, OH, 44072	176
Russell TWP Trustees	6500047206931	8455 Fairmount Rd, Novelty, OH, 44072	0
Russell TWP Trustees	6440400480172	14880 Chillicothe Rd, Novelty, OH, 44072	137
Russell TWP Trustees	6441200480181	15625 Chillicothe Rd, Chagrin Falls, OH, 44022	319
Russell TWP Trustees	6500014820066	14810 Chillicothe Rd, Russell, OH, 44072	703
Russell TWP Trustees	6500034021607	14820 Chillicothe Rd, Russell, OH, 44072	255



STEC-B
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Sales and Use Tax Blanket Exemption Certificate

The purchaser hereby claims exception or exemption on all purchases of tangible personal property and selected services made under this certificate from:

Advantage Energy

(vendor's name)

and certifies that the claim is based upon the purchaser's proposed use of the items or services, the activity of the purchase, or both, as shown hereon:

100%
Government Buildings

Purchaser must state a valid reason for claiming exception or exemption.

Russell Twp

Purchaser's name

8501 Kinsman Rd

Street address

Novelty, Ohio, 44072

City, state, ZIP code

Signature

Title

Date signed

Vendor's license number, if any

Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchaser must comply with either rule 5703-9-10 or 5703-9-25 of the Administrative Code.

This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an exempt construction contract. Construction contractors must comply with rule 5703-9-14 of the Administrative Code.