

Housing Authority of the City of Wildwood
County of Cape May
State of New Jersey

Resolution 2020-45

A RESOLUTION APPROVING A CONTRACT AWARD FOR NATURAL GAS
UTILITY PROVIDER FOR THE WILDWOOD HOUSING AUTHORITY

WHEREAS, the Housing Authority of the City of Wildwood, a Public body created and organized pursuant to and in accordance with the provisions of the Laws of the State of New Jersey desires to save money on their natural gas costs;

WHEREAS, the Housing Authority of the City of Wildwood Executive Director has reviewed the pricing for the difference in the 12, 18- and 24-months fixed rate: and

Wildwood Housing Authority

November 2020 start date – 2 SJG accounts @ 1,466 dth/yr

Fixed 12 mo = 4.037

Fixed 18 mo = 4.212

Fixed 24 mo = 3.980

WHEREAS, the Housing Authority of the City of Wildwood Executive Director has determined that, UGI Energy Services, LLC's 24 month rate \$3.920 Dth, which is better rate;

NOW THEREFORE BE IT RESOLVED, that the Secretary/Treasurer is hereby authorized by the Board of Commissioners to enter into and execute a contract for a 24 month agreement with UGI Energy Services, LLC of Wyomissing, PA. WHA for the natural gas provider.

ADOPTED:

Ronald Harwood, Chairperson

Juanita Jones, Vice Chairperson

Patricia Campbell, Commissioner

Sandi Harris, Commissioner

Sue Maxwell, Commissioner

Maria Maldonado, Resident Commissioner

This is to certify that this is a true copy of a Resolution approved by the Board of Commissioners of the Housing Authority of the City of Wildwood at a meeting held on October 28, 2020 at 5:00 pm at 3700 New Jersey Avenue, Wildwood NJ 08260.

Motion By: _____ ;2nd by _____

Ayes:

Nays:

Abstain:

Absent:

ATTEST: _____
Paul Dice, Board Secretary

UGI Energy Services, LLC
Customer Confirmation Agreement
Fax No.
E-mail: tgarrison@ugies.com

Offer Date: 10/13/2020
Customer: WILDWOOD HOUSING AUTHORITY
Ref#: 00323282-1-3FMVPE
Local Utility: SJG
Sales Rep: Tammy Garrison

This Confirmation Agreement is between UGI Energy Services, LLC ("UGIES") and WILDWOOD HOUSING AUTHORITY ("Customer") (together, the "Parties"), and is subject to the terms and conditions of that certain Master Natural Gas Sales Agreement ("Contract") to be executed by the Parties. If the Contract is not executed within 30 days of the Effective Date (defined below) of this Confirmation Agreement, UGIES' standard form Contract shall govern. If a conflict exists between the provisions of the Contract and this Confirmation Agreement, the provisions of this Confirmation Agreement shall govern.

NATURE OF SERVICE: UGIES' obligation to deliver and sell, and Customer's obligation to accept and purchase the Contract Quantity of natural gas ("Gas") at the Point of Delivery is Firm.

SALES PERIOD: November 2020 through October 2022

CONTRACT QUANTITY (at Point of Delivery): UGIES shall deliver and invoice Customer for the full natural gas requirements of Customer's facilities for the account(s) covered hereunder. Initial orders for Customer's account(s) were based on the following estimates of Customer's Gas usage:

Month	Dth @ City Gate	Month	Dth @ City Gate
November 2020	142	November 2021	142
December 2020	186	December 2021	186
January 2021	204	January 2022	204
February 2021	181	February 2022	181
March 2021	162	March 2022	162
April 2021	118	April 2022	118
May 2021	87	May 2022	87
June 2021	70	June 2022	70
July 2021	69	July 2022	69
August 2021	69	August 2022	69
September 2021	73	September 2022	73
October 2021	105	October 2022	105

Account Numbers: 4680130304, 5680130305

CONTRACT PRICE (at Point of Delivery):

Base Quantities:

Lock-in Price at Point of Delivery	\$/DTH @ City Gate
November 2020 through October 2022	\$3.920

POINT OF DELIVERY: SJG ("Local Utility") City Gate

NOMINATION PROCEDURE: UGIES shall schedule the usage requirements of Customer, as mandated by the Local Utility.

SPECIAL CONDITIONS:

TERMS AND CONDITIONS:

- During the Sales Period, UGIES shall be Customer's sole supplier of Gas for the accounts identified above. Customer authorizes UGIES to act as its agent for handling all Gas scheduling matters with Local Utility.
- Service under this Confirmation Agreement shall commence on the first day of the billing cycle of the Sales Period specified above, or such date thereafter as service is authorized by the Local Utility, and shall remain effective for the duration of the Sales Period through and until the last day of the billing cycle of the Sales Period, or such date thereafter as authorized by the Local Utility.
- The Contract Price quoted above is based on Customer's estimated usage of Gas for the accounts shown. If a material change in Customer's Gas usage at its facilities occurs for reasons other than variations in weather (including, but not limited to, the shut-down of any existing facility, the opening of any new facility, installation or removal of equipment or changes in operating times or processes), then UGIES may charge Customer current market prices at the Point of Delivery for Customer's increased Gas usage and may assess liquidation charges to Customer calculated under current market prices at the Point of Delivery for Gas that Customer failed to consume.
- In the event that: (i) UGIES is assessed any new or increased pool fees, transportation rates, balancing charges or storage charges that are not already included in Customer's Contract Price, by either the Local Utility or a pipeline used by UGIES to deliver Customer's Gas to the Point of Delivery (with either referred to herein as a "Transporter"); or (ii) such Transporter adopts any other changes in its requirements during the term of the Contract that result in a direct increase in cost to UGIES in providing service to Customer, UGIES may pass through a ratably allocated portion of such fees and charges to Customer on a monthly basis and Customer agrees to pay such fees and charges.
- Once executed and returned by Customer, this Confirmation Agreement shall be effective ("Effective Date") between the Parties; provided however, UGIES reserves the right to adjust the Contract Price after the Effective Date to reflect changes in commodity and/or basis prices between the time the Confirmation Agreement is provided by UGIES to Customer and when it is executed and returned by Customer. UGIES will send to Customer an amendment to this Confirmation Agreement reflecting any final price adjustment.
- If service under this Confirmation Agreement or any designated account is terminated early for any reason, UGIES will be authorized to sell any Gas purchased for Customer's account. Any loss on such sale will be charged to Customer, and any gain on such sale will be credited to Customer.
- In the absence of agreement regarding pricing for any extension of service beyond the Sales Period specified above, Gas delivered for Customer's account shall be billed at current market prices at the Point of Delivery for the remaining term of the Contract.

**UGI Energy Services, LLC
Customer Confirmation Agreement**

Fax No.

E-mail: tgarrison@ugies.com

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Ref#: 00323282-1-3FMVPE

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8. Customer and UGIES agree to keep all terms of this Confirmation Agreement proprietary and confidential.
9. Once established by UGIES and for so long thereafter as Customer is participating in consolidated utility billing, the billing and payment provisions of the Contract will not apply and the Local Utility will bill all UGIES' monthly charges and Local Utility's monthly charges in a single monthly invoice. All amounts due to UGIES for monthly deliveries will be paid by Customer in accordance with the Local Utility's established payment terms.

Check the box that applies: The Customer has a tax exemption from state sales tax under the state law in which the Customer's facility or facilities served under this Confirmation Agreement is/are located. Yes No If Yes, Customer shall furnish to UGIES the tax exemption certificate to evidence such exemption.

Please sign and return one copy of the Confirmation Agreement to UGIES to the fax number or e-mail address set forth above. IN WITNESS WHEREOF, the Parties have caused this Confirmation Agreement to be executed by their duly authorized representatives as of the respective dates set forth below.

CUSTOMER: WILDWOOD HOUSING AUTHORITY

UGI ENERGY SERVICES, LLC

BY: _____

BY: _____

Michael C. Gibbs

TITLE: _____

TITLE: Vice President - Sales

DATE: _____

DATE: _____