

VILLAGE OF DUPO, ILLINOIS

ORDINANCE NO. 21-05

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DUPO, ILLINOIS,
REGARDING AMENDING ITS TRANSPORTATION SERVICE AGREEMENT WITH
ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC**

ADOPTED BY THE
VILLAGE BOARD OF TRUSTEES
OF THE
VILLAGE OF DUPO, ILLINOIS
THIS 19TH DAY OF APRIL 2021

Published in pamphlet form by
authority of the Village Board
of Trustees of the Village of
Dupo, St. Clair County, Illinois,
this 19th day of April 2021.

ORDINANCE NO. 21-05

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DUPO, ILLINOIS,
REGARDING AMENDING ITS TRANSPORTATION SERVICE AGREEMENT WITH
ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC**

WHEREAS, the Village of Dupo, St. Clair County, Illinois ("Village"), is a duly created, organized and validly existing municipality of the State of Illinois under the 1970 Illinois Constitution and the laws of the State of Illinois, including particularly the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto; and

WHEREAS, a duly noticed public meeting was held in the Village of Dupo, Illinois at the Dupo Village Hall, 107 N. Second Street, on April 19, 2021 at 7:00 p.m., before the Village Board of Dupo, and such meeting was held remotely due to the Governor's Executive Orders pertaining to the COVID-19 pandemic and pursuant to 5 ILCS 120/7(e)(4), and such allowed for remote attendance by the public and the Village Board; and

WHEREAS, the Village previously having entered into an agreement with Enable Mississippi River Transmission, LLC ("MRT") for the transportation and furnishing of natural gas to the Village; and

WHEREAS, the parties desire to amend said agreement as provided for in **Exhibit A**, attached hereto and incorporated herein; and

WHEREAS, the Corporate authorities of the Village believe it to be in the best interests of the Village, its citizenry and the general public to proceed with the Amendment to its Agreement with MRT as set forth in **Exhibit A**.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF DUPO, ST. CLAIR COUNTY, ILLINOIS, AS FOLLOWS:

Section 1: That the foregoing recitals are hereby incorporated herein as findings of the Mayor and Board of Trustees.

Section 2: That the Village Mayor on behalf of the Village of Dupo, Illinois, is hereby authorized to enter into the Amendment to the Village's Agreement with MRT as set forth in **Exhibit A**.


Section 3: That the Village Mayor is hereby authorized to provide such additional information and/or take any such further action as may be required to accomplish the Amendment as set forth in **Exhibit A**.

Section 4: This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form, as provided by law.

PASSED this 19th day of April 2021 by the Village Mayor and the Village Board of Trustees of the Village of Dupo, St. Clair County, Illinois, and deposited and filed in the office of the Village Clerk in said Village on that date.

<u>Trustees</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Chris Ragsdale	<u>X</u>	_____	_____	_____
Dawn Keys	<u>X</u>	_____	_____	_____
James Smith	_____	_____	<u>X</u>	_____
Joe Basinski	<u>X</u>	_____	_____	_____
Ken Phillips	<u>X</u>	_____	_____	_____
Kerry Foster	<u>X</u>	_____	_____	_____

APPROVED AND PASSED by the Mayor of the Village of Dupo, Illinois this 19th day of April 2021.



Jerry Wilson, Mayor
Village of Dupo, Illinois

ATTEST:



MARK NADLER, VILLAGE CLERK

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF ST. CLAIR)

CERTIFICATE OF PUBLICATION

I, Mark Nadler, certify that I am the duly elected and acting Village Clerk of the Village of Dupu, Illinois.

I further certify that on the 19th day of April 2021, the Corporate Authorities of the Village of Dupu, Illinois, passed and approved Ordinance No. 21-05, entitled:

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DUPO, ILLINOIS,
REGARDING AMENDING ITS TRANSPORTATION SERVICE AGREEMENT WITH
ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC**

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 21-05, including the ordinance and a cover sheet thereof, was prepared, and a copy of such ordinance was posted in the Dupu Village Hall, commencing on April 19, 2021 and continuing for at least ten (10) days thereafter. Copies of such ordinance were also made available for public inspection upon request in the office of the Village Clerk.

DATED at Dupu, Illinois this 19th day of April 2021.



MARK NADLER, Village Clerk

(SEAL)

Exhibit A

Contract #1034

AMENDED AND RESTATED TRANSPORTATION SERVICE AGREEMENT FOR RATE SCHEDULE FTS

This TRANSPORTATION SERVICE AGREEMENT, hereinafter referred to as "Agreement," is made and entered into by and between Enable Mississippi River Transmission, LLC, a Delaware limited liability company, hereinafter called "MRT," and Village of Dupu, Illinois, a municipal corporation, hereinafter called "Customer."

In consideration of the mutual covenants herein contained, the parties hereto agree that MRT shall transport for Customer, on a firm basis, and Customer shall furnish, or cause to be furnished, to MRT natural gas for such transportation during the term hereof, at the rates and on the terms and conditions hereinafter provided.

1) TERM

Effective Date: Originally May 16, 1995, as amended and restated May 1, 2021.

Primary Term End Date: The end of the day on July 31, 2024

Evergreen/Term Extension? Yes

This Agreement shall become effective as of May 1, 2021 and shall continue for a primary term ending July 31, 2024; provided, however, that this Agreement shall continue to be in effect from year to year thereafter unless and until terminated by either MRT or Customer by written notice, or electronically via the Internet, as permitted or required by MRT, to the other delivered at least twelve (12) months prior to the contract term end date.

2) QUANTITIES

Maximum Daily Quantity (MDQ): 175 Dth/D

Rate Zone Capacities: See Exhibit A

Such service by MRT shall be offered during the time period from May 1 through October 31 only.

3) RECEIPT AND DELIVERY POINTS

See Exhibit A

4) RATE

Service hereunder shall be provided pursuant to Rate Schedule FTS. Customer shall pay, or cause to be paid, to MRT each month for all services provided hereunder the maximum applicable rate and any other charges specified in MRT's FERC Gas Tariff, as on file and in effect from time to time ("Tariff"), for services rendered hereunder, unless otherwise agreed (either in writing or electronically via the Internet as required by MRT) by MRT and Customer in an Exhibit B, or other format provided for in MRT's Tariff, in effect during the term of this Agreement, or in a capacity release award.

5) ADDRESSES

For Notices and Invoices to Customer:
Mayor
Village of Dupu, Illinois
107 North Second Street
Dupu, IL 62239
Phone: 618-286-3280 Fax: 618-286-5505

EXHIBIT A

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS
(continued)

MRT's wire transfer information and addresses for notices and payments shall be located on MRT's Internet web site.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date shown below.

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

VILLAGE OF DUPO, ILLINOIS

By: _____
Name: Michael C. Stoll
Title: Senior Director, Commercial - T&S
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

GENERAL TERMS AND CONDITIONS

- 1) Upon termination hereof for whatever reason, Customer agrees to stop delivering gas to MRT for transportation hereunder. In addition, upon termination of this Agreement, Customer agrees that it will thereafter make no further demand for service hereunder and MRT agrees that it will make no further demand for the continuation of services or any payment related thereto, other than payments which are due with respect to any services previously provided. Customer agrees to cooperate with and assist MRT in obtaining whatever regulatory approvals and authorizations, if any, are necessary or appropriate in view of such termination and abandonment of service hereunder.
- 2) Termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to correct any volume imbalance hereunder nor relieve Customer of its obligation to pay any monies due hereunder to MRT.
- 3) In accordance with the terms and conditions of Section 17 of the General Terms and Conditions ("GT&C") of MRT's Tariff, if Customer fails to pay within thirty (30) days after payment is due all of the amount of any bill for service rendered by MRT hereunder, MRT, upon ten (10) days' prior written notice to Customer, may suspend further receipt and/or delivery of gas until such past due amount is paid, or satisfactory credit arrangements have been made in accordance with Section 5 of the GT&C. If Customer fails to pay or make satisfactory credit arrangements within such ten (10) day notice period, MRT, in addition to any other remedy it may have hereunder, may, upon thirty (30) days' written notice to Customer, terminate this Agreement and cease further receipt and/or delivery of gas on behalf of Customer.
- 4) Service hereunder shall be provided pursuant to Rate Schedule FTS of MRT's Tariff. Customer will provide Fuel Use and LUG.
- 5) This Agreement shall be subject to the provisions of the applicable rate schedule as well as the GT&C, and such provisions are incorporated herein by this reference. Any curtailment of transportation service hereunder shall be in accordance with the priorities set out in MRT's GT&C. To the extent not inconsistent with effective law, MRT shall have the right to determine the priority and/or scheduling of the transportation service under this Agreement and to revise the priority and/or scheduling of this transportation service from time to time.
- 6) MRT shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, as set forth in the applicable rate schedule and in the GT&C, in accordance with the Natural Gas Act or other applicable law. In the event that MRT places on file with the Commission another rate schedule which may be applicable to service rendered hereunder, then MRT, at its option, may, from and after the effective date of such rate schedule, utilize such rate schedule in the performance of this Agreement. Such rate schedule or superseding rate schedule(s) and any revisions thereof which shall be filed and become effective shall apply to and be a part of this Agreement. MRT shall have the right to propose, file and make effective with the Commission, or other body having jurisdiction, changes and revisions of any effective rate schedule(s) and/or GT&C, or to propose, file, and make effective superseding rate schedules and/or GT&C, for the purpose of changing the rates, charges, and other provisions thereof effective as to Customer.
- 7) Customer may deliver or cause to be delivered to MRT a maximum receipt point quantity at the Receipt Points described herein, and MRT shall redeliver thermally equivalent quantities at the Delivery Points described herein. Customer also may deliver or cause to be delivered to MRT additional quantities at the Receipt Points for applicable Fuel Use and LUG retentions. A maximum delivery point quantity is also specified for each MRT delivery point. For firm service, except as provided in Section 5.4(c)(ii) of the General Terms and Conditions of MRT's Tariff, the sum of all individual maximum receipt point quantities shall not exceed the maximum receipt point quantities in the aggregate. For firm service, except as provided in Section 5.4(c)(ii) of the General Terms and Conditions of MRT's Tariff, the sum of all individual maximum delivery point quantities shall not exceed the maximum daily quantity set forth in this Agreement.
- 8) For firm service, Secondary Receipt and Secondary Delivery Points are available to Customer pursuant to the GT&C of MRT's Tariff. Customer agrees to pay any additional charges applicable to its utilization of a Secondary Receipt Point.
- 9) Except as provided in this paragraph, this Agreement shall not be assigned by Customer in whole or in part without MRT's prior written or electronic consent, which consent shall not be unreasonably withheld. Customers under Rate Schedules FTS and SCT may release their capacity consistent with the terms and conditions of the applicable rate schedule and the GT&C of MRT's tariff. Additionally, Customer may request that MRT consent to Customer's assignment of this Agreement, in whole, to an entity affiliated with Customer. For firm contracts, MRT will only consent to assignment of the contract to

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTSGENERAL TERMS AND CONDITIONS
(continued)

a Customer's affiliate, subject to the assignee's satisfaction of the criteria in Section 5.4(k), GT&C, in the situation in which, after Customer obtains the contract, a corporate reorganization results in a transfer to an affiliate of the function for which the capacity was obtained. Any entity that succeeds by purchase, merger, consolidation or otherwise to the properties of Customer, substantially as an entirety, shall be entitled to the rights and shall be subject to the obligations of its predecessors in title under this Agreement. In addition to all other rights and remedies, MRT may terminate the Agreement immediately if it is assigned by Customer without MRT's consent, whether the assignment or contract be voluntary or by operation of law or otherwise. Subject to the above, the respective rights and obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives.

- 10) Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as delivered when hand-delivered or when received by the other party if mailed by United States mail, postage prepaid, to the addresses specified herein (unless and until either party notifies the other, in writing, of a change in its address). Additionally, notices shall be considered as delivered, if received, when sent via facsimile or through other electronic means.
- 11) Each party shall notify the other in writing of the name, address, telephone number, facsimile number and e-mail address of the person or persons who shall have authority to act for such party in connection with this Agreement, and operating notices shall thereafter be served upon such person or persons.
- 12) This Agreement constitutes the entire agreement between the parties and no waiver, representation or agreement, oral or otherwise, shall affect the subject matter hereof unless and until such waiver, representation or agreement is reduced to writing or, if MRT permits or requires, otherwise memorialized via electronic means, and executed by authorized representatives of the parties. No waiver by either Customer or MRT of any one or more defaults by the other in performance of any of the provisions of the Agreement shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or of a different character.
- 13) For firm service, Exhibit A attached hereto is incorporated into this Agreement in its entirety.
- 14) This Agreement amends and restates the Amended and Restated Service Agreement originally effective May 16, 1995, as subsequently amended, restated and/or superseded prior to or as of the effective date hereof, between the parties hereto.
- 15) Pursuant to Section 15.3, GT&C of MRT's Tariff, the parties agree that Customer shall have a Right of First Refusal ("ROFR"). If Customer chooses to exercise its ROFR, it shall do so by following the procedures applicable to the exercise of a ROFR provided for in MRT's Tariff.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE FTS

EXHIBIT A

Primary Path

From: Glendale – EGT FLD RCPT (#805547)

To: Storage (#805607)

Line Capacities and Line Priorities applicable to services provided under this Agreement shall be determined pursuant to the provisions of MRT's Tariff (currently set forth at GT&C Section 8.2(b)), as subsequently amended and in effect from time to time.

Rate Zone Capacity

Field 175 Dth/D

<u>Primary Receipt Point(s)</u>	<u>Maximum Quantity (Dth/D)*</u>	<u>Primary Delivery Point(s)</u>	<u>Maximum Quantity (Dth/D)*</u>
Glendale – EGT FLD RCPT (#805547)	175	Storage (#805607)	175

* On any day MRT shall not be obligated to receive or deliver a cumulative quantity in excess of the MDQ set forth in this Agreement.

Such service by MRT shall be offered during the time period from May 1 through October 31 only.

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

VILLAGE OF DUPO, ILLINOIS

By: _____
Name: Michael C. Stoll
Title: Senior Director, Commercial – T&S
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EFFECTIVE MAY 1, 2021, SUPERSEDES EXHIBIT A EFFECTIVE JANUARY 1, 2019