

AGENDA

SPECIAL MEETING CANFIELD CITY COUNCIL

August 19, 2025-10:00 A.M.

FRANCIS J. McLAUGHLIN MUNICIPAL BUILDING

1. Call to Order.
2. Pledge of Allegiance.
3. Roll Call: Quorum is Present - Meeting is in Session.
4. Declaration of this Meeting:

An Ordinance Authorizing and Directing the City of Canfield to Enter Into An Agreement with Buckeye Energy Brokers, Inc for aggregation consulting services and any other required service related to natural gas utility deregulation, ratifying any such services heretofore performed and declaring an emergency.

An Ordinance Authorizing Entering into an agreement between the City of Canfield and IGS Energy for an (opt-out) natural gas aggregation program and declaring an emergency.

5. BUSINESS

A. An **Ordinance** Authorizing and Directing the City of Canfield to Enter Into An Agreement with Buckeye Energy Brokers, Inc for aggregation consulting services and any other required service related to natural gas utility deregulation, ratifying any such services heretofore performed and declaring an emergency.

B. An Ordinance Authorizing Entering into an agreement between the City of Canfield and IGS Energy for an (opt-out) natural gas aggregation program and declaring an emergency.

6. Comments
(Comments must pertain to the stated business of the meeting)
7. Adjournment.

Introduced by: _____
First Reading: _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY OF CANFIELD TO ENTER INTO AN AGREEMENT WITH BUCKEYE ENERGY BROKERS, INC. FOR AGGREGATION CONSULTING SERVICES AND ANY OTHER REQUIRED SERVICES RELATED TO NATURAL GAS UTILITY DEREGULATION, RATIFYING ANY SUCH SERVICES HERETOFORE PERFORMED AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Canfield, County of Mahoning and State of Ohio:

Section 1. That the City Manger is hereby authorized and directed to enter into an agreement with Buckeye Energy Brokers, Inc. for aggregation consulting services and any other required services related to natural gas utility deregulation and ratifying any such services heretofore performed.

Section 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 3. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, thereof, for the reason that it is immediately necessary to contract consulting services for advice in a rapidly changing technical area, and provided it receives the necessary affirmative votes as required by the passage and be in force at the earliest period allowed by law.

PASSED IN COUNCIL THIS _____ DAY OF _____ A.D., 2025

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

CERTIFICATION OF PUBLICATION

I, the undersigned Clerk of Council of the City of Canfield, Ohio, hereby certify that the foregoing Ordinance was posted in a prominent place at the Municipal Building, Canfield, Ohio for seven continuous days, to-wit: _____

_____.

CLERK OF COUNCIL

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY



**AGREEMENT FOR
NATURAL GAS AGGREGATION SERVICES**

This Agreement ("Agreement") is made and entered into as of the last date written below, ("Commencement Date"), by and between **Buckeye Energy Brokers** (hereafter referred to as "Broker") and City of Canfield, (hereafter referred to as "Client").

WHEREAS, Client is interested in reducing its overall energy costs by marketing programs and opt-out aggregation and aggregating its government owned natural gas accounts; and

WHEREAS, Broker is certified by the Public Utilities Commission of Ohio and offers energy brokerage and natural gas aggregation services ("Services") that may reduce the cost per energy unit consumed; and

WHEREAS, Client hereby agrees to utilize Broker as an exclusive agent and grants exclusive rights to perform such Services, as described in and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained, the parties hereto agree as follows:

1.0 Particulars of Service.

- 1.1 Broker shall provide energy related Services, including but not limited to the following:
 - 1.1.1 Complete and file all required PUCO Certification Authorizations and Approval Forms including Plan of Operation
 - 1.1.2 Design Opt-In or Opt-out Notification Forms and provide marketing support
 - 1.1.3 Attend two public hearings, upon request
 - 1.1.4 Load data collection, verification and savings estimates
 - 1.1.5 Energy buying and regulatory consultation
 - 1.1.6 Write customized Request for Proposals (RFP)
 - 1.1.7 All contact with potential energy suppliers
 - 1.1.8 Release all necessary client information to switch energy suppliers
 - 1.1.9 Pre-qualify any energy suppliers wishing to bid on the RFP
 - 1.1.10 Contract negotiation and closing with selected supplier
 - 1.1.11 File required PUCO reports and monitor energy cost savings with quarterly reports.
- 1.2 Broker will provide these Services in the following area(s) and account number(s):
_____ City of Canfield and city owned accounts _____.

2.0 Compensation.

- 2.1 An administrative fee of \$.05 per Mcf consumed in the Client's Area payable by the selected supplier(s) on at least a quarterly basis for the length of the Service Agreement. Client agrees that this fee be written in the Request For Proposal for natural gas supply. Only natural gas suppliers agreeing to the administrative fee would be eligible to bid.

3.0 Independent Agent.

- 3.1. Broker shall, at all times, during the performance of the Services be an independent agent. The parties shall not have the authority to bind, represent or commit the other as a result of this Agreement.
- 3.2. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, or employee-employer relationship between the parties for any purpose and Broker agrees to hold harmless Client from and against any and all liability, costs, damages, expenses, fees, fines or penalties in connection with Broker employee or Broker contractor or agent claims of benefits, withholding obligations, payroll taxes, workers' compensation and occupational illness.

4.0 Term.

- 4.1. This Agreement shall be effective upon execution by both parties for natural gas flow starting October 2025 and shall remain in effect for 4 years or until the end of the Master Service Agreement including extensions or renewals with the selected supplier which ever comes later. It is agreed that six months prior to the end of the term, Broker will issue a request for proposal for the next term.
- 4.2. Unless either party has requested to terminate this agreement at least 30 days prior to expiration, it shall renew for subsequent one year terms and a request for proposal will be sent to potential suppliers.

5.0 Limitation of Liability.

- 5.1. Neither Party shall be liable to the other for incidental, consequential, punitive, exemplary or indirect damages, lost profits or other business interruption damages, in tort, contract or otherwise.

6.0 Force Majeure. Neither party shall be liable for any delays or failures in performance due to circumstances beyond their respective controls.

7.0 Confidentiality. Except for matters of public record, information already within the other party's possession prior to entering into this Agreement, and except to the extent required

(through deposition, interrogatory, request for production, subpoena, civil investigative demand or similar process) by a court order, Client agrees to keep confidential all information, including pricing and any data collected hereunder, unless expressly agreed to in writing by Client and Broker. In the event that Client becomes required, in the manner specified above, to disclose any confidential information, Client shall provide prompt written notice to Broker so that Broker may timely seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, Client agrees (i) to furnish only that portion of the confidential information that is required to be furnished and (ii) to exercise reasonable commercial efforts to obtain assurance that confidential treatment will be accorded such confidential treatment.

8.0 Compliance with Laws, Permits, and License Requirements. Broker shall, at its sole cost and expense, comply with all federal, state, and local laws applicable to its work and shall procure all applicable licenses and permits necessary for the fulfillment of its obligations under this Agreement.

9.0 Assignment. Client and Broker shall not assign or transfer, in whole or in part, this Agreement or any rights or obligations hereunder without the prior written consent of the other party, such consent not to be unreasonably withheld. All of the covenants, conditions and obligations of this Agreement shall extend to and be binding upon the permitted heirs, personal representatives, successors and assigns, respectively, of the parties hereto.

10.0 Merger of Agreement. This Agreement is an integrated agreement and contains the entire agreement regarding matters herein between the parties. No representations, warranties or promises have been made or relied upon by any party hereto other than as set forth herein. This Agreement supersedes and controls any and all prior communications between the parties or their representatives relative to matters contained herein. Any changes, modifications, or additions to this Agreement shall be made by mutual consent in writing in the form of a supplemental Agreement signed by both parties and attached hereto.

11.0 Notices. All notices hereunder shall be in writing and shall be delivered by certified mail, return receipt requested, or by overnight carrier to the following addresses:

As to Broker:

Buckeye Energy Brokers, Inc.
66 East Mill Street
Akron, Ohio 44308

As to Client:

City of Canfield
Attn: City Manager
104 Lisbon Street
Canfield, OH 44406

12.0 Governing Law. This Agreement shall be governed by, subject to the jurisdiction of and construed in accordance with, the laws and courts of the State of Ohio.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and represent that the persons whose signatures appear below are duly authorized to execute the same.

City of Canfield
CLIENT

By: _____

Print: _____

Its: _____

On: _____

Buckeye Energy Brokers, Inc.
BROKER

By: _____

Print: _____

Its: _____

On: _____

Introduced by: _____
First Reading: _____

ORDINANCE

AN ORDINANCE AUTHORIZING ENTERING INTO AN AGREEMENT
BETWEEN THE CITY OF CANFIELD AND IGS ENERGY FOR AN (OPT-OUT)
NATURAL GAS AGGREGATION PROGRAM AND DECLARING AN EMERGENCY

WHEREAS, the City of Canfield continues to be interested in reducing its overall energy costs by opt-out aggregation and aggregating its government owned natural gas accounts; and

WHEREAS, pursuant to the Agreement, IGS Energy has been designated the natural gas supplier for the City of Canfield’s Governmental Aggregation Program; and

WHEREAS, the Parties have negotiated a variable rate with an adder. The agreement will be a term of 24 months from October 1, 2025 to September 31, 2027; and

NOW, THEREFORE BE IT ORDAINED, BY THE COUNCIL OF THE CITY OF CANFIELD:

Section 1: **Term**: The Parties agree that the term of the Agreement shall be for 24 months, beginning October 1, 2025 through September 30, 2027. The rate will be variable with the New York Mercantile Exchange (NYMEX) price set the 15th day of the prior month. Customers that join the aggregation program and then leave during the term of this service period will not be charged a termination fee.

Section 2: **Price**: IGS Energy will deliver natural gas at a variable rate of NYMEX price for gas plus \$.255 per hundred cubic feet (Ccf) until the city directs IGS Energy to fix any NYMEX futures contracts for the remaining term.

Section 3: **Affirmation of Terms and Conditions**: In all other respects, the Parties affirm the terms and conditions of the Agreement.

Section 4: This Ordinance is hereby declared to be an emergency measure necessary for the preservation of public peace, health and safety, of the inhabitants of the City of Canfield, Ohio. Said emergency exists by reason of time sensitive pricing.

Section 5: That this Ordinance and all deliberations relating to the passage of this Ordinance were held in open meetings of this Council, all pursuant to Section 121.22 of the Ohio Revised Code and Section 3.11 of the Charter of the Municipality of Canfield.

The Parties acknowledge their Agreement to the terms herein by their signatures below.

PASSED IN COUNCIL THIS _____ DAY OF _____ A.D., 2025.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

Certification of Publication

I, the undersigned Clerk of Council of the City of Canfield, Ohio, hereby certify that the foregoing Ordinance was posted in a prominent place at the Municipal Building, Canfield, Ohio for seven continuous days, to-wit:

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CLERK OF COUNCIL

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY



Thomas M. Bellish, President
66 East Mill Street
Akron, Ohio 44308
(330) 730-4338
Bellish@BuckeyeEnergyBrokers.com

July 14, 2025

Buckeye Energy Brokers, Inc. is pleased to work with the City of Canfield. Current natural gas supplier offers are listed below.

Natural Gas Aggregation Program Request For Proposal Results Term start: October 2025		
SUPPLIER	PRICE OPTIONS*	TERMS AND CONDITIONS
Archer Energy	12 months: Variable Price of Standard Choice Offer Adder minus 4% \$.7299/Ccf fixed – thru April 2027	\$0 termination fee
Constellation Energy	No Bid, Leaving the business	
IGS Energy	\$.705/Ccf fixed – 12 Months, Variable NYMEX+\$.258/Ccf \$.705/Ccf fixed – 24 Months, Variable NYMEX+\$.255/Ccf	\$0 termination fee
Major Energy	\$.758/Ccf fixed – 12 Months \$.763/Ccf fixed – 24 Months	\$0 termination fee

**All Prices Subject to Change*

Based on the close responses, Buckeye Energy Brokers recommends a 24-month term and Variable Price with IGS Energy. Buckeye Energy Brokers are experts in providing quality consulting services in load aggregation and energy buying. If you have any questions or need additional information, do not hesitate to call me at (330) 730-4338.

Sincerely,

Thomas M. Bellish
President

Buckeye Energy Brokers, Inc.

Services

Deregulated Energy

- Consulting
- Aggregation
- Procurement
- Energy Efficiency Programs

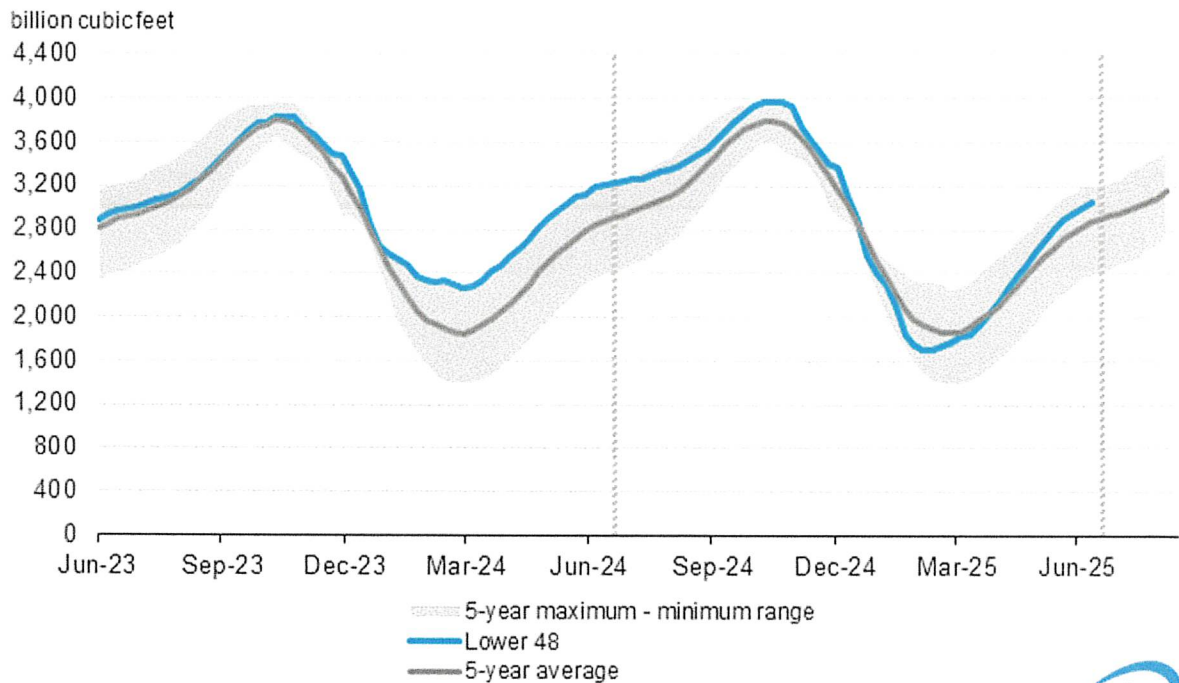
Benefits

- Buying Leverage
- Risk Mitigation
- Budget Predictability
- Cost Control
- Best Combination of Term, Flexibility & Pricing Available

Proven Expertise

- PUCO Certified
- Customized Energy Management Solutions
- Municipal Aggregation
- Governmental Procurement Programs
- Procedure Management & Procurement Consulting
- Daily Trend Analysis of Energy Markets
- Ohio Brokers Serving Ohio Clients

Working gas in underground storage compared with the 5-year maximum and minimum



Data source: U.S. Energy Information Administration



Henry Hub Natural Gas Futures (Oct 2025) · 4h · NYMEX

O3.546 H3.546 L3.546 C3.546 0.000 (0.00%)

Vol 20 3 1.76K

