



**BOARD OF PUBLIC WORKS
DEPARTMENT OF UTILITIES**

October 5, 2016

4:15 P.M.

**Fremont Municipal Building, 2nd Floor Conference Room,
400 East Military, Fremont Nebraska**

-
1. Roll call.
 2. Approve minutes of September 21, 2016.
 3. Consider Accounts Payable – 1st half of October 2016.
 4. Consider Base Contract for Sale and Purchase of Natural Gas agreement with World Fuel Services (staff report).
 5. Consider cropland lease proposals for 2017 (staff report).
 6. Investments (staff report).
 7. General Manager Update (no board action is requested).
 - a. Solar surveys
 8. Adjournment

The agenda was posted at the Municipal Building on October 3, 2016. The agenda and related enclosures are distributed to Board and posted on the City of Fremont's website. The official current copy of the agenda is available at Municipal Building, 400 East Military, office of the General Manager. A copy of the Open Meeting Law is posted in the 2nd floor conference room for review by the public. The Board of Public Works reserves the right to adjust the order of items on this agenda.

***items referred to City Council (if any)**

CITY OF FREMONT BOARD OF PUBLIC WORKS
September 21, 2016 - 4:15 P.M.

A meeting of the Board of Public Works was held on September 21, 2016 at 4:15 p.m. in the 2nd floor meeting room at 400 East Military, Fremont, Nebraska. The meeting was preceded by publicized notice in the Fremont Tribune and the agenda displayed in the Municipal Building. The agenda and supporting documents are posted on the City of Fremont's webpage. The meeting was open to the public. A continually current copy of the agenda was available for public inspection at the office of the General Manger, Department of Utilities, 400 East Military. An agenda packet was distributed to the Board of Public Works on September 19, 2016. A copy of the open meeting law is posted continually for public inspection.

Roll call showed Board Members: Behrens, Sawtelle, Shelso, and Vering present with Gifford absent; 4 present, 1 absent. Others in attendance include Brian Newton, GM; Troy Schaben, Asst. GM; Keith Kontor, WWTP Supt.; Jeff Shanahan, LDW Supt.; Jody Sanders, Finance Director; Dean Kavan, Stores Supv.; and Larry Andreasen, Water Supt.; and Kirk Hillrichs, Gas System Supt.

APPROVE MINUTES

Moved by Member Vering, seconded by Member Shelso to approve the minutes of the September 7, 2016 meeting. Motion carried.

CONSIDER ACCOUNTS PAYABLE – 2nd HALF OF SPTEMBER 2016

Moved by Member Shelso, seconded by Member Behrens to approve the accounts payable in the amount of \$2,357,385.17. Motion carried.

REVIEW COLLECTION REPORT FOR AUGUST 2016

The board reviewed the collection report for August 2016.

REVIEW STATEMENT OF OPERATIONS AND NET POSITION FOR AUGUST 2016

Moved by Member Behrens and seconded by Member Shelso to accept the statement of operations and net position for August 2016. Staff answered several questions about the statement of operations. Motion carried.

CONSIDER ANAEROBIC LAGOONS, METHANE CAPTURE, AND WASTEWATER TREATMENT PLANT IMPROVMENTS PROPOSALS

Moved by Vering, seconded by Shelso to approve the proposal from HDR Inc and authorize the General Manager to execute the necessary documents for the estimated range of \$3,850,000 to \$4,348,000. Staff discussed possible reasons why only proposal from HDR was received and that a March 31, 2017 deadline by the Nebraska Department of Environmental Quality prevented soliciting additional proposals. This item will be forwarded to City Council for approval. Motion carried.

CONSIDER OUTSIDE CITY LIMITS WATER/SEWER CONNECTION AND PLASTIC PIPE VARIANCE REQUEST FOR 3167 N COUNTY Rd 20 Ave

Moved by Member Behrens and seconded by Member Shelso to approve an outside City Limits water/sewer connection request and plastic pipe variance for 3167 N County Rd 20 Ave and recommend approval be made by the City Council. Motion carried.

INVESTMENTS

The Board reviewed and received staff's investment recommendations.

GENERAL MANAGER UPDATE

Hillrichs reviewed and discussed the list of proposed capital gas projects arranged in chronological order of completion and Newton reviewed a strategic plan update with the board.

Member Behrens moved and Member Shelso seconded the motion to adjourn the meeting at 5:00 p.m. Motion carried.

Paul Gifford, Chairman

Allen Sawtelle, Secretary

Approved by:

Dennis Behrens

David Shelso

Toni Vering

EAL DESCRIPTION: EAL: 09272016 ANDERSEND

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 09/27/2016
All banks A

REPORT SEQUENCE OPTIONS:

Vendor X One vendor per page? (Y,N) N
Bank/Vendor One vendor per page? (Y,N) N
Fund/Dept/Div Validate cash on hand? (Y,N) N
Fund/Dept/Div/Element/Obj Validate cash on hand? (Y,N) N
Proj/Fund/Dept/Div/Elm/Obj

This report is by: Vendor

Process by bank code? (Y,N) Y
Print reports in vendor name sequence? (Y,N) Y
Calendar year for 1099 withholding 2016
Disbursement year/per 2016/12
Payment date 09/27/2016

Electric Fund – 051
Water Fund – 053
Sewer Fund – 055
Gas Fund – 057

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
9999999	00	CITIMORTGAGE						
000071505	UT		00	09/22/2016	051-0000-143.00-00	FINAL BILL REFUND	185.11	
						VENDOR TOTAL *	185.11	
9999999	00	COOK, RYAN L						
000070011	UT		00	09/22/2016	051-0000-143.00-00	FINAL BILL REFUND	153.29	
						VENDOR TOTAL *	153.29	
9999999	00	EHRISMAN, AUSTIN J						
000072181	UT		00	09/22/2016	051-0000-143.00-00	FINAL BILL REFUND	75.44	
						VENDOR TOTAL *	75.44	
9999999	00	MCWHIRTER, SCOTT & SUSIE						
000038501	UT		00	09/22/2016	051-0000-143.00-00	FINAL BILL REFUND	71.00	
						VENDOR TOTAL *	71.00	
9999999	00	MISFELDT, BENJAMIN & MINDY						
000071023	UT		00	09/19/2016	051-0000-143.00-00	MANUAL CHECK	11.67	
						VENDOR TOTAL *	11.67	
0002946	00	OMAHA PUBLIC POWER DISTRICT						
2462853776	0916		00	09/27/2016	051-5105-502.60-65	Sept'16 SPP Participation	EFT:	8,882.50
1115740525	0916		00	09/27/2016	051-5305-560.60-76	Sept 2016 Interconnection	EFT:	4,401.20
						VENDOR TOTAL *	.00	13,283.70
9999999	00	PARKS, LAVELE J						
000071431	UT		00	09/22/2016	051-0000-143.00-00	FINAL BILL REFUND	138.42	
						VENDOR TOTAL *	138.42	
9999999	00	SEILER, JOSHUA						
000067093	UT		00	09/22/2016	051-0000-143.00-00	MANUAL CHECK	131.27	
						VENDOR TOTAL *	131.27	
9999999	00	SHIMKO, CHASE						
000072147	UT		00	09/22/2016	051-0000-143.00-00	FINAL BILL REFUND	124.93	
						VENDOR TOTAL *	124.93	
0004760	00	SOUTHWEST POWER POOL INC						
20160922-FREM X			00	09/27/2016	051-5001-400.41-45	SPP Settle 09/14-09/20/16	EFT:	.69-
20160922-FREM X			00	09/27/2016	051-5105-555.50-00	SPP Settle 09/14-09/20/16	EFT:	39.47
						VENDOR TOTAL *	.00	38.78
9999999	00	THURLOW, JESSICA A						
000033193	UT		00	09/26/2016	051-0000-143.00-00	MANUAL CHECK	305.00	
						VENDOR TOTAL *	305.00	
0003109	00	UPS						
5E9752396			00	09/27/2016	051-5001-940.60-79	9/24/16 Serv Chrg Share	6.25	
5E9752396			00	09/27/2016	051-5001-917.60-79	9/24/16 Serv Chrg Share	6.25	
5E9752396			00	09/27/2016	051-5105-502.60-79	Ohio Lumex Co	87.45	

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO	NO	NO						AMOUNT
0003109	00	UPS						
5E9752396			00	09/27/2016	051-5105-502.60-79	Valicor	70.22	
5E9752396			00	09/27/2016	053-6105-502.50-23	Water Samples	78.93	
						VENDOR TOTAL *	249.10	
9999999	00	WINEGAR, ANTHONY T						
000070753	UT		00	09/22/2016	051-0000-143.00-00	FINAL BILL REFUND	125.05	
						VENDOR TOTAL *	125.05	
						EFT/EPAY TOTAL ***		13,322.48
						TOTAL EXPENDITURES ****	1,570.28	13,322.48
					GRAND TOTAL	*****		14,892.76

EAL DESCRIPTION: EAL: 10032016 ANDERSEND

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 10/06/2016
All banks A

REPORT SEQUENCE OPTIONS:

Vendor X One vendor per page? (Y,N) N
Bank/Vendor One vendor per page? (Y,N) N
Fund/Dept/Div Validate cash on hand? (Y,N) N
Fund/Dept/Div/Element/Obj Validate cash on hand? (Y,N) N
Proj/Fund/Dept/Div/Elm/Obj

This report is by: Vendor

Process by bank code? (Y,N) Y
Print reports in vendor name sequence? (Y,N) Y
Calendar year for 1099 withholding 2016
Disbursement year/per 2017/01
Payment date 10/06/2016

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND- ISSUED AMOUNT
0000959 97047/3	00	ACE HARDWARE PI6792	00	10/06/2016	051-5001-940.50-35	PO NUM 041343	99.48	
						VENDOR TOTAL *	99.48	
0000960 15618	00	ADAMS OIL INC PI6745	00	10/06/2016	055-7105-502.50-30	PO NUM 044091	EFT:	2,047.50
						VENDOR TOTAL *	.00	2,047.50
0004276 9055334907 9055334907 9055427318 9055427318 9055265505 9054989608 9055265506	00	AIRGAS USA LLC PI6602 PI6603 PI6740 PI6741 PI6593 PI6598 PI6601	00	10/06/2016	051-5001-940.50-35 051-5001-940.60-79 051-5001-940.50-35 051-5001-940.60-79 051-5105-502.50-35 051-5105-502.50-35 051-5105-502.50-35	PO NUM 044021 PO NUM 044021 PO NUM 044032 PO NUM 044032 PO NUM 036774 PO NUM 043612 PO NUM 044013	944.51 54.78 15.37 10.51 127.20 846.00 451.82	
						VENDOR TOTAL *	2,450.19	
0004980 276050470 276050470	00	ALFA LAVAL INC PI6781 PI6782	00	10/06/2016	051-5105-502.50-35 051-5105-502.60-79	PO NUM 044056 PO NUM 044056	191.27 9.95	
						VENDOR TOTAL *	201.22	
0000169 285035	00	AMERICAN PUBLIC POWER ASSOCIATION PI6828	00	10/06/2016	051-5001-903.60-62	PO NUM 044002	EFT:	705.00
						VENDOR TOTAL *	.00	705.00
0004587 27382	00	AMERICAN UNDERGROUND SUPPLY LLC PI6748	00	10/06/2016	053-0000-154.00-00	PO NUM 043896	5,140.00	
						VENDOR TOTAL *	5,140.00	
0004490 2016-120	00	APEX LAND SURVEYING LLC PI6773	00	10/06/2016	051-5105-502.60-61	PO NUM 043881	490.00	
						VENDOR TOTAL *	490.00	
0002869 00006988	00	AQUA-CHEM INC PI6750	00	10/06/2016	053-6105-502.50-52	PO NUM 039613	2,065.44	
						VENDOR TOTAL *	2,065.44	
0004693 0001177261	00	ARCH COAL SALES COMPANY INC PI6752	00	10/06/2016	051-0000-152.00-00	**WIRE* 9/22/16 tons	179,695.30	Coal purchase
						VENDOR TOTAL *	179,695.30	
0003660 880047781 880047781	00	BAUER BUILT INC PI6690 PI6691	00	10/06/2016	057-8205-870.50-48 057-8205-870.60-61	PO NUM 044061 PO NUM 044061	248.98 24.51	
						VENDOR TOTAL *	273.49	
0003545 16176460	00	BOMGAARS SUPPLY INC PI6752	00	10/06/2016	051-5001-940.50-35	PO NUM 041345	25.67	

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM		CHECK	HAND- ISSUED
NO	NO	NO		DATE	NO	DESCRIPTION		AMOUNT	AMOUNT
0003545	00	BOMGAARS SUPPLY INC							
16177349	PI6793		00	10/06/2016	051-5001-940.50-35	PO NUM 041345		55.89	
16175129	PI6665		00	10/06/2016	051-5205-580.50-48	PO NUM 041345		91.50	
16175198	PI6666		00	10/06/2016	051-5205-580.50-48	PO NUM 041345		155.51	
16175907	PI6667		00	10/06/2016	055-7105-512.50-35	PO NUM 041345		18.16	
16173694	PI6751		00	10/06/2016	055-7105-502.50-48	PO NUM 041345		199.99	
						VENDOR TOTAL *		546.72	
0001011	00	C & J UPHOLSTERY							
091916	PI6692		00	10/06/2016	051-5001-940.50-48	PO NUM 044063		51.75	
091916	PI6693		00	10/06/2016	051-5001-940.60-61	PO NUM 044063		51.75	
						VENDOR TOTAL *		103.50	
0004518	00	CAPPEL AUTO SUPPLY INC							
198053	PI6674		00	10/06/2016	051-5001-940.50-35	PO NUM 041601		50.94	
198173	PI6675		00	10/06/2016	051-5001-940.50-48	PO NUM 041601		43.01	
198232	PI6676		00	10/06/2016	051-5001-940.50-48	PO NUM 041601		10.61	
198284	PI6685		00	10/06/2016	051-5001-940.50-48	PO NUM 044033		491.41	
198374	PI6687		00	10/06/2016	051-5001-940.50-48	PO NUM 044050		407.33	
198491	PI6806		00	10/06/2016	051-5001-940.50-35	PO NUM 041601		80.19	
198533	PI6807		00	10/06/2016	051-5001-940.50-48	PO NUM 041601		132.65	
198680	PI6808		00	10/06/2016	051-5001-940.50-35	PO NUM 041601		210.74	
198696	PI6809		00	10/06/2016	051-5001-940.50-48	PO NUM 041601		34.60	
198703	PI6810		00	10/06/2016	051-5001-940.50-48	PO NUM 041601		160.60	
198302	PI6677		00	10/06/2016	051-5205-580.50-48	PO NUM 041601		57.84	
198375	PI6686		00	10/06/2016	051-5205-580.50-48	PO NUM 044042		351.30	
198482	PI6805		00	10/06/2016	051-5205-580.50-48	PO NUM 041601		94.77	
198874	PI6811		00	10/06/2016	051-5205-580.50-48	PO NUM 041601		51.42	
197859	PI6672		00	10/06/2016	057-8205-870.50-48	PO NUM 041601		140.12	
197973	PI6673		00	10/06/2016	057-8205-870.50-48	PO NUM 041601		42.08-	
						VENDOR TOTAL *		2,275.45	
0004144	00	CARPENTER PAPER COMPANY							
258995-01	PI6721		00	10/06/2016	051-0000-154.00-00	PO NUM 043424		59.64	
						VENDOR TOTAL *		59.64	
0003817	00	CED AUTOMATION OMAHA							
5411-485152	PI6684		00	10/06/2016	051-5105-502.50-35	PO NUM 044015		372.21	
						VENDOR TOTAL *		372.21	
0002675	00	CENTURYLINK							
402D250414	0916PI6594		00	10/06/2016	051-5001-917.50-53	PO NUM 041379		282.35	
402D250414	0916PI6595		00	10/06/2016	051-5001-922.50-53	PO NUM 041379		282.36	
402D250415	0916PI6596		00	10/06/2016	051-5001-917.50-53	PO NUM 041379		278.86	
402D250415	0916PI6597		00	10/06/2016	051-5001-922.50-53	PO NUM 041379		278.85	
4027272600	0916PI6734		00	10/06/2016	051-5001-922.50-53	PO NUM 041379		48.13	
4027272606	0916PI6735		00	10/06/2016	051-5001-922.50-53	PO NUM 041379		408.96	
4027272654	0916PI6736		00	10/06/2016	051-5001-922.50-53	PO NUM 041379		48.58	
						VENDOR TOTAL *		1,628.09	
0001021	00	CHARLESTON INC							

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND- ISSUED	
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT	
0001021	00	CHARLESTON INC							
664382		PI6771	00	10/06/2016	051-5105-502.50-35	PO NUM 043863	1,371.06		
664382		PI6772	00	10/06/2016	051-5105-502.60-79	PO NUM 043863	53.50		
						VENDOR TOTAL *	1,424.56		
0004856	00	CHOPPERS LAWN SERVICE							
FDU1014		PI6633	00	10/06/2016	051-5105-502.60-61	PO NUM 041797	1,400.00		
FDU1014		PI6634	00	10/06/2016	053-6105-502.60-61	PO# 041797	1,500.00		
FDU1014		PI6635	00	10/06/2016	055-7205-583.60-61	PO# 041797	1,250.00		
FDU1014		PI6636	00	10/06/2016	057-8205-870.60-61	PO# 041797	850.00		
						VENDOR TOTAL *	5,000.00		
0003731	00	CRANE SALES & SERVICE							
CIT133-252186		PI6688	00	10/06/2016	051-5105-502.50-35	PO NUM 044058	52.75		
CIT133-252186		PI6689	00	10/06/2016	051-5105-502.60-61	PO NUM 044058	1,055.00		
						VENDOR TOTAL *	1,107.75		
0003050	00	DEPT OF HEALTH & HUMAN SERVICES							
091516		PI6683	00	10/06/2016	053-6205-583.60-62	PO NUM 043917	356.00		
NE3105312	0916	PI6829	00	10/06/2016	053-6205-583.60-77	PO NUM 044071	900.00		
						VENDOR TOTAL *	1,256.00		
0000313	00	DIAMOND POWER INTERNATIONAL INC							
47390		PI6550	00	10/06/2016	051-5105-502.50-35	PO NUM 042813	1,519.81-		
483950		PI6599	00	10/06/2016	051-5105-502.50-35	PO NUM 043835	1,929.01		
483950		PI6600	00	10/06/2016	051-5105-502.60-79	PO NUM 043835	17.31		
484616		PI6778	00	10/06/2016	051-5105-502.50-35	PO NUM 044047	561.00		
484616		PI6779	00	10/06/2016	051-5105-502.60-79	PO NUM 044047	11.91		
						VENDOR TOTAL *	999.42		
0002897	00	DIERS INC							
117846P		PI6668	00	10/06/2016	051-5205-580.50-48	PO NUM 041349	EFT:	228.45	
355730		PI6604	00	10/06/2016	057-8205-870.50-48	PO NUM 044043	EFT:	400.00	
						VENDOR TOTAL *	.00	628.45	
0001313	00	DILLON CHEVROLET FREMONT INC, SID							
193203		PI6669	00	10/06/2016	055-7105-502.50-48	PO NUM 041350	17.45		
						VENDOR TOTAL *	17.45		
0004972	00	DILLON FORD INC, SID - CERESCO							
52968		PI6774	00	10/06/2016	051-5001-940.60-61	PO NUM 043933	642.00		
						VENDOR TOTAL *	642.00		
0001070	00	DODGE COUNTY REGISTER OF DEEDS							
082416		PI6738	00	10/06/2016	053-6105-502.60-61	PO NUM 043408	10.00		
						VENDOR TOTAL *	10.00		
0003091	00	DUTTON-LAINSON CO							
745097-1		PI6592	00	10/06/2016	051-0000-154.00-00	PO NUM 043951	EFT:	690.27	
S87096-1		PI6611	00	10/06/2016	051-0000-159.00-00	PO NUM 043805	EFT:	6,580.50	

VEND NO	SEQ#	VENDOR NAME						EFT, EPAY OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND- ISSUED
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
0003091	00	DUTTON-LAINSON CO						
						VENDOR TOTAL *	.00	7,270.77
0003087	00	EAKES OFFICE SOLUTIONS						
S 131504	PI6821		00	10/06/2016	051-5001-917.60-61	PO NUM 042419	614.12	
S 131504	PI6822		00	10/06/2016	051-5001-932.60-61	PO# 042419	614.12	
S 131639	PI6831		00	10/06/2016	051-5105-502.60-61	PO NUM 044109	115.67	
						VENDOR TOTAL *	1,343.91	
0004551	00	ELEMETAL FABRICATION LLC						
20845	PI6656		00	10/06/2016	051-5205-580.50-35	PO NUM 044034	372.97	
						VENDOR TOTAL *	372.97	
0004857	00	ENGINEERED EQUIPMENT SOLUTIONS INC						
377	PI6641		00	10/06/2016	055-7105-512.50-35	PO NUM 043704	207.50	
						VENDOR TOTAL *	207.50	
0004896	00	ENVIRONMENTAL CONCERNS INC						
1222	PI6664		00	10/06/2016	051-0000-153.00-00	PO NUM 044045	2,559.34	
						VENDOR TOTAL *	2,559.34	
0003553	00	ETI GLOBAL SOLUTIONS						
201612002	PI6711		00	10/06/2016	055-7105-502.50-52	PO NUM 043853	864.80	
						VENDOR TOTAL *	864.80	
0002050	00	FASTENAL CO						
NEFRE138998	PI6824		00	10/06/2016	051-5001-940.50-35	PO NUM 043615	EFT:	355.34
NEFRE140168	PI6618		00	10/06/2016	051-5105-502.50-35	PO NUM 041351	EFT:	1.97
NEFRE140341	PI6726		00	10/06/2016	051-5105-502.50-35	PO NUM 041351	EFT:	148.57
NEFRE140432	PI6739		00	10/06/2016	055-7105-512.50-35	PO NUM 043571	EFT:	299.70
						VENDOR TOTAL *	.00	805.58
0001729	00	FCX PERFORMANCE INC						
3921757	PI6722		00	10/06/2016	051-0000-153.00-00	PO NUM 043733	268.04	
3922166	PI6724		00	10/06/2016	051-0000-153.00-00	PO NUM 043922	147.44	
						VENDOR TOTAL *	415.48	
0004829	00	FIKES NEBRASKA DISTRIBUTING CO						
4678	PI6700		00	10/06/2016	051-5001-932.60-61	PO NUM 041390	EFT:	164.78
						VENDOR TOTAL *	.00	164.78
0002168	00	FORNEY CORPORATION						
402763	PI6605		00	10/06/2016	051-0000-155.00-00	PO NUM 043526	3,181.42-	
402763	PI6606		00	10/06/2016	051-0000-155.00-00	PO NUM 043526	2,040.00-	
402765	PI6607		00	10/06/2016	051-0000-155.00-00	PO NUM 043526	5,604.00	
402765	PI6608		00	10/06/2016	051-5105-502.60-79	PO NUM 043526	13.42	
						VENDOR TOTAL *	396.00	
0001107	00	FREMONT HEALTH						
082416	265551	PI6759	00	10/06/2016	051-5105-502.60-61	PO NUM 041380	EFT:	45.00

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND- ISSUED AMOUNT
0001107	00	FREMONT HEALTH						
08252016	312813	PI6762	00	10/06/2016	051-5105-502.60-61	PO NUM 041380	EFT:	30.00
08252016	312813	PI6763	00	10/06/2016	051-5105-502.60-61	PO NUM 041380	EFT:	50.00
082416	265551	PI6760	00	10/06/2016	053-6205-583.60-61	PO NUM 041380	EFT:	45.00
08252016	312813	PI6764	00	10/06/2016	053-6205-583.60-61	PO NUM 041380	EFT:	30.00
082416	265551	PI6761	00	10/06/2016	055-7205-583.60-61	PO NUM 041380	EFT:	45.00
						VENDOR TOTAL *	.00	245.00
0001131	00	FREMONT TRIBUNE						
767888		PI6803	00	10/06/2016	051-5001-919.60-78	PO NUM 041381	10.15	
76789		PI6804	00	10/06/2016	051-5001-932.60-78	PO NUM 041381	13.53	
						VENDOR TOTAL *	23.68	
0001132	00	FREMONT WINNELSON CO						
295638	00	PI6754	00	10/06/2016	051-5205-580.50-35	PO NUM 041353	19.43	
295505	00	PI6753	00	10/06/2016	055-7205-583.50-35	PO NUM 041353	29.15	
						VENDOR TOTAL *	48.58	
0003466	00	GE ENERGY CONTROL SOLUTIONS INC						
1010253476		PI6823	00	10/06/2016	051-5105-502.60-61	PO NUM 043179	28,811.46	Human/Machine Interface project on controls, progress payment
						VENDOR TOTAL *	28,811.46	
0000721	00	GE INTERNATIONAL INC						
17991320		PI6791	00	10/06/2016	051-0000-153.00-00	PO NUM 042363	6.72	
						VENDOR TOTAL *	6.72	
0001139	00	GERHOLD CONCRETE CO INC						
50424167		PI6619	00	10/06/2016	055-7205-583.50-35	PO NUM 041354	187.00	
504244450/25447		PI6755	00	10/06/2016	055-7205-583.50-35	PO NUM 041354	131.00	
						VENDOR TOTAL *	318.00	
0000247	00	GEXPRO						
S114773628-001		PI6612	00	10/06/2016	051-0000-155.00-00	PO NUM 043906	287.64	
						VENDOR TOTAL *	287.64	
0001742	00	GRAINGER						
9227348159		PI6780	00	10/06/2016	051-5105-502.50-35	PO NUM 044052	EFT:	47.21
						VENDOR TOTAL *	.00	47.21
0001445	00	GRAYBAR						
987246601		PI6614	00	10/06/2016	051-0000-154.00-00	PO NUM 044024	395.80	
987359332		PI6682	00	10/06/2016	051-5205-580.50-35	PO NUM 043647	136.32	
						VENDOR TOTAL *	532.12	
0004707	00	GREAT PLAINS COMMUNICATIONS INC						
4020010078	0916	PI6627	00	10/06/2016	051-5001-917.60-65	PO NUM 041618	250.00	
4020010078	0916	PI6628	00	10/06/2016	051-5001-922.60-65	PO# 041618	250.00	
4020010078	0916	PI6629	00	10/06/2016	051-5001-917.50-53	PO# 041618	74.50	
4020010078	0916	PI6630	00	10/06/2016	051-5001-922.50-53	PO# 041618	74.50	
4020010078	0916	PI6626	00	10/06/2016	055-7105-502.60-76	PO NUM 041618	229.00	

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND- ISSUED	
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT	
0004707	00	GREAT PLAINS COMMUNICATIONS INC							
						VENDOR TOTAL *	878.00		
0003155	00	HACH COMPANY							
10115818		PI6783	00	10/06/2016	051-5105-502.50-52	PO NUM 044057	60.36		
10115818		PI6784	00	10/06/2016	051-5105-502.50-52	PO NUM 044057	481.62		
10115818		PI6785	00	10/06/2016	051-5105-502.60-79	PO NUM 044057	22.32		
10102271		PI6653	00	10/06/2016	055-7105-502.50-52	PO NUM 043948	3,691.16		
10120009		PI6789	00	10/06/2016	055-7105-512.50-35	PO NUM 044077	260.89		
						VENDOR TOTAL *	4,516.35		
0004419	00	HANSEN TIRE LLC							
16711		PI6797	00	10/06/2016	051-5205-580.50-48	PO NUM 041355	1.58		
16711		PI6798	00	10/06/2016	051-5205-580.60-61	PO NUM 041355	15.00		
16701		PI6794	00	10/06/2016	057-8205-870.50-48	PO NUM 041355	1.58		
16701		PI6795	00	10/06/2016	057-8205-870.60-61	PO NUM 041355	25.00		
16710		PI6796	00	10/06/2016	057-8205-870.60-61	PO NUM 041355	20.00		
						VENDOR TOTAL *	63.16		
0004062	00	HOUSTON & ASSOCIATES LLC							
388		PI6632	00	10/06/2016	057-8205-870.60-61	PO NUM 041703	EFT:	2,500.00	
						VENDOR TOTAL *	.00	2,500.00	
0001646	00	HTM SALES INC							
16-33840-2		PI6639	00	10/06/2016	051-5105-502.50-35	PO NUM 043407	EFT:	714.22	
16-34208-1		PI6658	00	10/06/2016	055-7205-583.50-35	PO NUM 044041	EFT:	1,719.68	
16-33965-1		PI6769	00	10/06/2016	055-7205-583.50-35	PO NUM 043620	EFT:	5,188.99	
16-34007-1		PI6770	00	10/06/2016	055-7205-583.50-35	PO NUM 043676	EFT:	11,948.00	
						VENDOR TOTAL *	.00	19,570.89	
0004036	00	INDUSTRIAL DESIGN SOLUTIONS INC							
1285		PI6737	00	10/06/2016	051-5105-502.60-61	PO NUM 042701	960.00		
						VENDOR TOTAL *	960.00		
0003483	00	INTERSTATE CHEMICAL CO INC							
248560		PI6637	00	10/06/2016	051-5105-502.50-52	PO NUM 042699	2,841.75		
						VENDOR TOTAL *	2,841.75		
0002902	00	KRIZ-DAVIS CO							
S101383779-001		PI6659	00	10/06/2016	051-0000-154.00-00	PO NUM 043798	EFT:	1,417.79	
S101403658-001		PI6660	00	10/06/2016	051-0000-154.00-00	PO NUM 043798	EFT:	328.49	
S101397706-004		PI6661	00	10/06/2016	051-0000-154.00-00	PO NUM 043893	EFT:	2.41	
S101397706-006		PI6662	00	10/06/2016	051-0000-154.00-00	PO NUM 043893	EFT:	.40	
S101397706-007		PI6663	00	10/06/2016	051-0000-154.00-00	PO NUM 043893	EFT:	224.70	
S101402374-004		PI6725	00	10/06/2016	051-0000-154.00-00	PO NUM 044025	EFT:	595.78	
S101412915-001		PI6727	00	10/06/2016	051-5001-940.50-35	PO NUM 041357	EFT:	186.51	
S101402363-001		PI6648	00	10/06/2016	051-5205-580.50-35	PO NUM 043912	EFT:	333.84	
S101394420-001		PI6670	00	10/06/2016	051-5205-580.50-35	PO NUM 041357	EFT:	131.83	
S101364722-005		PI6678	00	10/06/2016	051-5205-580.50-35	PO NUM 043570	EFT:	217.21	
S101364722-009		PI6679	00	10/06/2016	051-5205-580.50-35	PO NUM 043570	EFT:	743.65	

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND- ISSUED AMOUNT
0002902	00	KRIZ-DAVIS CO									
S101364722-011	PI6680					00	10/06/2016	051-5205-580.50-35	PO NUM 043570	EFT:	242.25
S101364722-013	PI6681					00	10/06/2016	051-5205-580.50-35	PO NUM 043570	EFT:	266.43
S101412915-001	PI6728					00	10/06/2016	051-5205-580.50-35	PO NUM 041357	EFT:	33.87
S101407279-001	PI6799					00	10/06/2016	051-5205-580.50-35	PO NUM 041357	EFT:	73.79
S101402114-002	PI6671					00	10/06/2016	055-7105-512.50-35	PO NUM 041357	EFT:	184.36
S101414187-001	PI6729					00	10/06/2016	055-7105-512.50-35	PO NUM 041357	EFT:	27.76
									VENDOR TOTAL *	.00	4,354.09
0002654	00	LEAGUE ASSN OF RISK MANAGEMENT									
10052	PI6833					00	10/06/2016	055-7001-905.60-63	PO NUM 044135	25.07	
									VENDOR TOTAL *	25.07	
0002945	00	LYMAN RICHEY SAND & GRAVEL CO									
30255460	PI6756					00	10/06/2016	053-6205-583.50-35	PO NUM 041360	20.00	
30255461	PI6757					00	10/06/2016	053-6205-583.50-35	PO NUM 041360	20.00	
									VENDOR TOTAL *	40.00	
0002052	00	MATHESON LINWELD									
14021931	PI6613					00	10/06/2016	051-0000-153.00-00	PO NUM 043927	EFT:	2,687.30
14027597	PI6620					00	10/06/2016	051-5105-502.50-35	PO NUM 041359	EFT:	88.28
14044054	PI6621					00	10/06/2016	051-5105-502.50-35	PO NUM 041359	EFT:	141.40
14015783	PI6646					00	10/06/2016	051-5105-502.50-35	PO NUM 043883	EFT:	182.60
14021931	PI6649					00	10/06/2016	051-5105-502.60-79	PO NUM 043927	EFT:	13.08
14089904	PI6800					00	10/06/2016	051-5105-502.50-35	PO NUM 041359	EFT:	112.24
									VENDOR TOTAL *	.00	3,224.90
0001469	00	MCGRATH NORTH MULLIN & KRATZ PC LLO									
445727	PI6694					00	10/06/2016	051-5105-502.60-61	PO NUM 041300	5,366.00	
									VENDOR TOTAL *	5,366.00	
0001229	00	MENARDS - FREMONT									
15301	PI6695					00	10/06/2016	051-5001-940.50-35	PO NUM 041361	149.75	
15993	PI6730					00	10/06/2016	051-5105-502.50-35	PO NUM 041361	144.55	
15619	PI6622					00	10/06/2016	055-7105-512.50-35	PO NUM 041361	65.64	
									VENDOR TOTAL *	359.94	
0004795	00	METERING & TECHNOLOGY SOLUTIONS									
7273	PI6723					00	10/06/2016	053-0000-154.00-00	PO NUM 043886	54,115.20	300 ENCODER AND ERT FOR 5/8" BADGER meters
									VENDOR TOTAL *	54,115.20	
0004867	00	MID-CONTINENTAL RESTORATION CO INC									
471642111	#2	PI6707				00	10/06/2016	051-5105-502.60-61	PO NUM 043322	69,936.15	Brick work on Plant II
									VENDOR TOTAL *	69,936.15	
0004883	00	MISSISSIPPI LIME COMPANY									
1281074						00	10/06/2016	051-0000-158.02-00	9/15/16 24.89 TN	EFT:	4,246.23
1282160						00	10/06/2016	051-0000-158.02-00	9/22/16 24.36 TN	EFT:	4,155.82
									VENDOR TOTAL *	.00	8,402.05
0001486	00	MOTION INDUSTRIES INC									

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND- ISSUED	
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT	
0001486	00	MOTION INDUSTRIES INC							
NE01-451207	PI6643		00	10/06/2016	051-5105-502.50-35	PO NUM 043843	45.22		
NE01-451207	PI6644		00	10/06/2016	051-5105-502.60-79	PO NUM 043843	17.45		
						VENDOR TOTAL *	62.67		
0003095	00	MUNICIPAL SUPPLY INC OF OMAHA							
0635072-IN	PI6638		00	10/06/2016	053-6205-583.50-35	PO NUM 043395	443.57		
						VENDOR TOTAL *	443.57		
0004971	00	NAME BADGE PRODUCTIONS LLC							
166333	PI6826		00	10/06/2016	051-5001-903.50-35	PO NUM 043789	27.50		
166333	PI6827		00	10/06/2016	051-5001-903.60-61	PO NUM 043789	10.21		
						VENDOR TOTAL *	37.71		
0001958	00	NEBR PUBLIC HEALTH ENVIRONMENTAL							
480256	PI6703		00	10/06/2016	053-6105-502.60-61	PO NUM 041892	EFT:	592.40	
						VENDOR TOTAL *	.00	592.40	
0004374	00	NEBRASKA ENVIRONMENTAL PRODUCTS							
P00289	PI6718		00	10/06/2016	055-7105-512.60-61	PO NUM 043949	36.89		
W00063	PI6787		00	10/06/2016	055-7205-583.50-35	PO NUM 044075	1,277.91		
W00063	PI6788		00	10/06/2016	055-7205-583.60-61	PO NUM 044075	1,504.65		
						VENDOR TOTAL *	2,819.45		
0004871	00	NIFCO MECHANICAL SYSTEMS INC							
1609-035	PI6615		00	10/06/2016	051-0000-153.00-00	PO NUM 044054	400.00		
						VENDOR TOTAL *	400.00		
0002054	00	NORTHWEST ELECTRIC LLC							
0186306	PI6642		00	10/06/2016	051-5105-502.60-61	PO NUM 043764	880.00		
						VENDOR TOTAL *	880.00		
0002937	00	O'KEEFE ELEVATOR CO INC							
01348980	PI6832		00	10/06/2016	051-5105-502.60-61	PO NUM 044117	552.00		
						VENDOR TOTAL *	552.00		
0001020	00	O'REILLY AUTOMOTIVE INC							
0397-402870	PI6801		00	10/06/2016	051-5001-940.50-35	PO NUM 041364	122.46		
0397-404216	PI6802		00	10/06/2016	051-5205-580.50-48	PO NUM 041364	104.24		
0397-403403	PI6830		00	10/06/2016	051-5205-580.50-48	PO NUM 044093	252.88		
0397-402736	PI6696		00	10/06/2016	055-7105-512.50-35	PO NUM 041364	33.31		
						VENDOR TOTAL *	512.89		
0002888	00	OFFICENET							
845065-0	PI6624		00	10/06/2016	051-5001-922.60-61	PO NUM 041385	73.83		
844570-0	PI6717		00	10/06/2016	051-5001-922.50-40	PO NUM 043946	199.00		
845188-0	PI6720		00	10/06/2016	051-5001-903.50-40	PO NUM 044031	19.34		
845310-0	PI6742		00	10/06/2016	051-5001-940.50-35	PO NUM 044044	292.84		
844871-0	PI6647		00	10/06/2016	055-7105-502.50-40	PO NUM 043900	158.32		
						VENDOR TOTAL *	743.33		
0001912	00	OMAHA PUBLIC POWER DISTRICT							

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND- ISSUED AMOUNT
0001912	00	OMAHA PUBLIC POWER DISTRICT						
CSB000523	PI6617		00	10/06/2016	051-5305-560.60-61	PO NUM 040993	EFT:	49,813.82
						VENDOR TOTAL *	.00	49,813.82
0002946	00	OMAHA PUBLIC POWER DISTRICT						
7281943133	0916PI6616		00	10/06/2016	055-7105-502.60-71	PO NUM 040582	EFT:	19.10
0128000051	0916PI6625		00	10/06/2016	057-8205-870.60-61	PO NUM 041567	EFT:	31.88
						VENDOR TOTAL *	.00	50.98
0001268	00	P & H ELECTRIC INC						
115584	PI6714		00	10/06/2016	051-5105-502.60-61	PO NUM 043909	976.91	
						VENDOR TOTAL *	976.91	
0004634	00	PARR, CHAD						
780	PI6767		00	10/06/2016	051-5105-502.60-61	PO NUM 043417	950.00	
787	PI6768		00	10/06/2016	051-5105-502.60-61	PO NUM 043417	2,500.00	
						VENDOR TOTAL *	3,450.00	
0004970	00	PEPPERL+FUCHS INC						
081666528	PI6747		00	10/06/2016	051-0000-153.00-00	PO NUM 043787	568.84	
						VENDOR TOTAL *	568.84	
0003827	00	PEST PRO'S INC						
MNCP BLD	092616PI6817		00	10/06/2016	051-5001-932.60-61	PO NUM 041635	42.80	
ASH PD	092616 PI6818		00	10/06/2016	051-5105-502.60-61	PO NUM 041667	48.15	
CMBT TUR	092616PI6819		00	10/06/2016	051-5105-502.60-61	PO NUM 041667	53.50	
PWR PLT	092616 PI6820		00	10/06/2016	051-5105-502.60-61	PO NUM 041667	85.60	
SUBSTA	0916 PI6812		00	10/06/2016	051-5205-580.60-61	PO NUM 041619	126.90	
SUBSTA	092616 PI6813		00	10/06/2016	051-5205-580.60-61	PO NUM 041619	190.35	
WTR PLT	092616 PI6814		00	10/06/2016	053-6105-502.60-61	PO NUM 041620	69.55	
WST WTR	0916 PI6815		00	10/06/2016	055-7105-502.60-61	PO NUM 041634	110.00	
WST WTR	092616 PI6816		00	10/06/2016	055-7105-502.60-61	PO NUM 041634	180.00	
						VENDOR TOTAL *	906.85	
0002622	00	PITNEY BOWES INC						
1001798381	PI6631		00	10/06/2016	051-5001-903.60-65	PO NUM 041682	150.00	
						VENDOR TOTAL *	150.00	
0002919	00	PLATTE VALLEY EQUIPMENT LLC						
693811	PI6697		00	10/06/2016	051-5205-580.50-48	PO NUM 041367	249.20	
						VENDOR TOTAL *	249.20	
0004944	00	PRODUCT RECOVERY AND RECYCLING INC						
11401	PI6766		00	10/06/2016	051-5105-502.60-61	PO NUM 043151	31.00	
						VENDOR TOTAL *	31.00	
0004499	00	QUATRED LLC						
53904	PI6775		00	10/06/2016	051-5001-917.50-40	PO NUM 043939	159.37	
53904	PI6776		00	10/06/2016	051-5001-922.50-40	PO# 043939	159.38	
						VENDOR TOTAL *	318.75	
0004988	00	RACHWALIK, JERRY						

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VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND- ISSUED	
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT	
0004988	00	RACHWALIK, JERRY							
092316		PI6744	00	10/06/2016	051-5105-502.50-35	PO NUM 044078	374.50		
						VENDOR TOTAL *	374.50		
0004906	00	RADIOSHACK							
010535		PI6706	00	10/06/2016	051-5001-940.50-35	PO NUM 042517	67.31		
						VENDOR TOTAL *	67.31		
0004985	00	RAINBOW ENERGY MARKETING CORP							
201609-FEES		PI6786	00	10/06/2016	051-5105-502.60-61	PO NUM 044067	4,450.00		
						VENDOR TOTAL *	4,450.00		
0002876	00	RAWHIDE CHEMOIL INC							
16215		PI6743	00	10/06/2016	051-5001-917.50-30	PO NUM 044073	17,275.01		
						VENDOR TOTAL *	17,275.01		
0003790	00	RIEKES EQUIPMENT CO							
ROMINV00077888		PI6654	00	10/06/2016	051-5105-502.50-35	PO NUM 044010	29.65		
ROMINV00077888		PI6655	00	10/06/2016	051-5105-502.60-79	PO NUM 044010	19.00		
SRV0239856		PI6758	00	10/06/2016	051-5105-502.60-61	PO NUM 041369	233.10		
						VENDOR TOTAL *	281.75		
0003812	00	RMB CONSULTING & RESEARCH INC							
14114		PI6765	00	10/06/2016	051-5105-502.60-61	PO NUM 042957		EFT:	1,436.00
						VENDOR TOTAL *	.00		1,436.00
0003036	00	SHAFFER COMMUNICATIONS INC							
16-1498		PI6651	00	10/06/2016	051-5105-502.50-35	PO NUM 043943	48.16		
16-1498		PI6652	00	10/06/2016	051-5105-502.60-79	PO NUM 043943	10.70		
16-1489		PI6650	00	10/06/2016	051-5205-580.60-61	PO NUM 043940	1,043.26		
						VENDOR TOTAL *	1,102.12		
0001308	00	SHERWIN-WILLIAMS CO							
8841-3		PI6731	00	10/06/2016	051-5105-502.50-35	PO NUM 041371	192.60		
						VENDOR TOTAL *	192.60		
0000429	00	SKARSHAUG TESTING LABORATORY INC							
211876		PI6732	00	10/06/2016	051-5205-580.60-61	PO NUM 041372	426.45		
211876		PI6733	00	10/06/2016	051-5205-580.60-79	PO NUM 041372	163.56		
						VENDOR TOTAL *	590.01		
0002023	00	SOLUTIONONE							
456019		PI6701	00	10/06/2016	051-5001-903.60-65	PO NUM 041845	132.36		
456480		PI6702	00	10/06/2016	051-5001-903.60-65	PO NUM 041845	40.00		
456480		PI6702	00	10/06/2016	051-5001-903.60-65	PO NUM 041845	42.80		
456480		PI6702	00	10/06/2016	051-5001-903.60-65	PO NUM 041845	40.00-		
						VENDOR TOTAL *	175.16		
0003923	00	STATE OF NEBRASKA - CELLULAR							
1029427			00	10/06/2016	051-5001-903.50-53	Cellular	104.95		

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND- ISSUED	
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT	
0003923	00	STATE OF NEBRASKA - CELLULAR							
1029427			00	10/06/2016	051-5001-926.50-53	Safety Mgr Cellular	57.65		
1029427			00	10/06/2016	051-5105-502.50-53	Cellular	138.32		
1029427			00	10/06/2016	051-5205-580.50-53	Engineers Cellular	230.60		
1029427			00	10/06/2016	051-5205-580.50-53	Elect Distr Cellular	430.24		
1029427			00	10/06/2016	053-6205-583.50-53	Cellular	164.87		
1029427			00	10/06/2016	055-7105-502.50-53	Cellular	24.33		
1029427			00	10/06/2016	057-8205-870.50-53	Cellular	215.22		
						VENDOR TOTAL *	1,366.18		
0001137	00	STEFFY CHRYSLER CENTER INC, GENE							
5052208	PI6719		00	10/06/2016	051-5001-940.50-48	PO NUM 043950	320.25		
						VENDOR TOTAL *	320.25		
0000434	00	STOVER CO, RS							
INV-475903	PI6749		00	10/06/2016	051-0000-153.00-00	PO NUM 044018	416.99		
						VENDOR TOTAL *	416.99		
0004990	00	STR8LINE FENCE CO							
20162047	PI6790		00	10/06/2016	051-5001-932.60-61	PO NUM 044086	3,900.00		
						VENDOR TOTAL *	3,900.00		
0003315	00	SUPERIOR ENERGY SYSTEMS LTD							
16254P-01	PI6715		00	10/06/2016	057-8205-870.50-35	PO NUM 043938	3,355.50		
16254P-01	PI6716		00	10/06/2016	057-8205-870.60-79	PO NUM 043938	70.50		
						VENDOR TOTAL *	3,426.00		
0004647	00	T SQUARE SUPPLY LLC							
14333	PI6698		00	10/06/2016	051-5001-940.50-35	PO NUM 041374	163.08		
14338	PI6623		00	10/06/2016	055-7105-512.50-35	PO NUM 041374	22.00		
						VENDOR TOTAL *	185.08		
0000919	00	THOMPSON CONSTRUCTION INC							
092316	PI6825		00	10/06/2016	053-6205-583.60-61	PO NUM 043724	66,863.79		27TH STREET WATER MAIN IMPROVEMENT PROJECT
						VENDOR TOTAL *	66,863.79		
0004515	00	TRACTOR SUPPLY CREDIT PLAN							
187550	PI6699		00	10/06/2016	051-5205-580.50-35	PO NUM 041376	10.69		
						VENDOR TOTAL *	10.69		
0004415	00	TRINITY CONSULTANTS INC							
1140708	PI6704		00	10/06/2016	051-5105-502.60-61	PO NUM 042488	1,657.75		
1140708	PI6705		00	10/06/2016	051-5105-502.60-61	PO NUM 042488	388.00		
						VENDOR TOTAL *	2,045.75		
0004281	00	TURBO PARTS LLC							
623636	PI6609		00	10/06/2016	051-0000-153.00-00	PO NUM 043560	7,513.60		STOCK FOR Unit 6 OUTAGE
623647	PI6610		00	10/06/2016	051-0000-153.00-00	PO NUM 043560	22,040.01		
623736	PI6746		00	10/06/2016	051-0000-153.00-00	PO NUM 043560	6,184.54		
						VENDOR TOTAL *	35,738.15		
0004951	00	UE COMPRESSION							

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND- ISSUED AMOUNT
0004951 91544	00	UE COMPRESSION PI6708	00	10/06/2016	051-5105-502.60-61	PO NUM 043350	2,014.10	
						VENDOR TOTAL *	2,014.10	
0001914 283069098	00	UNION PACIFIC RAILROAD	00	10/06/2016	051-0000-152.00-00	9/22/16	EFT:	231,809.05
						VENDOR TOTAL *	.00	231,809.05
0004979 88959	00	VALICOR INC PI6645	00	10/06/2016	051-5105-502.60-61	PO NUM 043874	3,638.00	
						VENDOR TOTAL *	3,638.00	
0000580 67345 67345	00	VESSCO INC PI6712 PI6713	00	10/06/2016 10/06/2016	053-6105-502.50-35 053-6105-502.60-79	PO NUM 043885 PO NUM 043885	4,262.57 14.12	
						VENDOR TOTAL *	4,276.69	
0004336 10099 10099 10221	00	WATERLINK INC PI6709 PI6710 PI6777	00	10/06/2016 10/06/2016 10/06/2016	051-5105-502.50-52 051-5105-502.50-52 051-5105-502.50-52	PO NUM 043752 PO NUM 043752 PO NUM 044019	2,785.28 972.65 2,161.40	
						VENDOR TOTAL *	5,919.33	
0000482 757039	00	WESCO RECEIVABLES CORP PI6657	00	10/06/2016	051-5205-580.50-35	PO NUM 044035	164.78	
						VENDOR TOTAL *	164.78	
0004961 SI2253	00	2FA INC PI6640	00	10/06/2016	051-5001-950.80-50	PO NUM 043582	12,000.00	
						VENDOR TOTAL *	12,000.00	
						EFT/EPAY TOTAL ***		333,668.47
						TOTAL EXPENDITURES *****	561,045.14	333,668.47
					GRAND TOTAL *****			894,713.61

Coal
freight

EAL DESCRIPTION: EAL: 10042016 ANDERSEND

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 10/04/2016
All banks A

REPORT SEQUENCE OPTIONS:

Vendor X One vendor per page? (Y,N) N
Bank/Vendor One vendor per page? (Y,N) N
Fund/Dept/Div Validate cash on hand? (Y,N) N
Fund/Dept/Div/Element/Obj Validate cash on hand? (Y,N) N
Proj/Fund/Dept/Div/Elm/Obj

This report is by: Vendor

Process by bank code? (Y,N) Y
Print reports in vendor name sequence? (Y,N) Y
Calendar year for 1099 withholding 2016
Disbursement year/per 2017/01
Payment date 10/04/2016

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND- ISSUED AMOUNT
9999999	00	HARTMANN, DAVID D						
000039951		UT	00	09/30/2016	051-0000-143.00-00	MANUAL CHECK	49.98	
						VENDOR TOTAL *	49.98	
9999999	00	PAULSON, MACAYLA R						
000070241		UT	00	09/27/2016	051-0000-143.00-00	MANUAL DEPOSIT REFUND	200.00	
						VENDOR TOTAL *	200.00	
0004760	00	SOUTHWEST POWER POOL INC						
20160929-FREM X			00	10/04/2016	051-5001-400.41-45	SPP Settle 09/21-09/27/16	EFT:	.62-
20160929-FREM X			00	10/04/2016	051-5105-555.50-00	SPP Settle 09/21-09/27/16	EFT:	53.95
						VENDOR TOTAL *	.00	53.33
0003109	00	UPS						
5E9752406			00	10/04/2016	051-5001-940.60-79	10/01/16 Serv Chrg Share	6.25	
5E9752406			00	10/04/2016	051-5001-917.60-79	10/01/16 Serv Chrg Share	6.25	
5E9752406			00	10/04/2016	051-5105-502.60-79	Ohio Lumex Co	87.45	
5E9752406			00	10/04/2016	051-5105-502.60-79	Valicor	76.64	
5E9752406			00	10/04/2016	053-6105-502.50-23	Water Samples	112.81	
5E9752406			00	10/04/2016	055-7105-512.60-79	FLSmith USA Inc	92.40	
						VENDOR TOTAL *	381.80	
						EFT/EPAY TOTAL ***		53.33
						TOTAL EXPENDITURES ****	631.78	53.33
						GRAND TOTAL *****		685.11

EAL DESCRIPTION: EAL: 10052016 ANDERSEND

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 00/00/0000
All banks A

REPORT SEQUENCE OPTIONS:

Vendor X One vendor per page? (Y,N) N
Bank/Vendor One vendor per page? (Y,N) N
Fund/Dept/Div Validate cash on hand? (Y,N) N
Fund/Dept/Div/Element/Obj Validate cash on hand? (Y,N) N
Proj/Fund/Dept/Div/Elm/Obj

This report is by: Vendor

Process by bank code? (Y,N) Y
Print reports in vendor name sequence? (Y,N) Y
Calendar year for 1099 withholding 2016

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO	NO	NO						AMOUNT
0000584	00	CEI						
20161006		PR1006	00	10/06/2016	051-0000-241.00-00	PAYROLL SUMMARY	EFT:	140,377.74
						VENDOR TOTAL *	.00	140,377.74
0002999	00	LAUGHLIN TRUSTEE, KATHLEEN A						
20161006		PR1006	00	10/06/2016	051-0000-241.00-00	PAYROLL SUMMARY	162.00	
						VENDOR TOTAL *	162.00	
0004192	00	PAYROLL EFT DEDUCTIONS						
20161006		PR1006	00	10/06/2016	051-0000-241.00-00	PAYROLL SUMMARY	171,451.35	
						VENDOR TOTAL *	171,451.35	
						EFT/EPAY TOTAL ***		140,377.74
						TOTAL EXPENDITURES ****	171,613.35	140,377.74
						GRAND TOTAL *****		311,991.09

Account Number	Employee Name	Social Security	Deposit Amount
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Final Total 262,253.29 Count 174

EAL DESCRIPTION: EAL: 10052016 ANDERSEND

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 10/06/2016
All banks A

REPORT SEQUENCE OPTIONS:

Vendor X One vendor per page? (Y,N) N
Bank/Vendor One vendor per page? (Y,N) N
Fund/Dept/Div Validate cash on hand? (Y,N) N
Fund/Dept/Div/Element/Obj Validate cash on hand? (Y,N) N
Proj/Fund/Dept/Div/Elm/Obj

This report is by: Vendor

Process by bank code? (Y,N) Y
Print reports in vendor name sequence? (Y,N) Y
Calendar year for 1099 withholding 2016
Disbursement year/per 2017/01
Payment date 10/06/2016

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND- ISSUED AMOUNT
9999999	00	ANDERSON, LISA						
000071429	UT		00	10/04/2016	051-0000-143.00-00	FINAL BILL REFUND	128.54	
						VENDOR TOTAL *	128.54	
9999999	00	APPLEBY, CECILY						
000073367	UT		00	10/04/2016	051-0000-143.00-00	FINAL BILL REFUND	1.65	
						VENDOR TOTAL *	1.65	
0004693	00	ARCH COAL SALES COMPANY INC						
0001177467			00	10/06/2016	051-0000-152.00-00	10/02/16 tons	180,589.78	Coal train
						VENDOR TOTAL *	180,589.78	
0004615	00	CENTRAL PLAINS ENERGY PROJECT						
091612A197			00	10/06/2016	057-8205-807.50-02	Sept'16 Dth	26,932.50	Natural gas
						VENDOR TOTAL *	26,932.50	
0003431	00	FAGEN INC						
#31 133023	PI2336		00	10/06/2016	051-5105-502.60-61	PO NUM 036236	EFT:	1,000,000.00 Progress payment on AQCS project
						VENDOR TOTAL *	.00	1,000,000.00
9999999	00	GOODWILL, STEPHANIE L						
000072727	UT		00	10/04/2016	051-0000-143.00-00	FINAL BILL REFUND	183.74	
						VENDOR TOTAL *	183.74	
9999999	00	HAWLEY, ANGELA J						
000070551	UT		00	10/04/2016	051-0000-143.00-00	FINAL BILL REFUND	114.85	
						VENDOR TOTAL *	114.85	
9999999	00	HILLIARD, BRITTANY L						
000073511	UT		00	10/04/2016	051-0000-143.00-00	FINAL BILL REFUND	77.25	
						VENDOR TOTAL *	77.25	
0003074	00	JACKSON SERVICES INC						
20160908	PR0908		00	10/06/2016	051-0000-241.00-00	PAYROLL SUMMARY	EFT:	190.19
567 - 093016			00	10/06/2016	051-5001-932.50-46	Sept Mats	EFT:	14.98
567 - 093016			00	10/06/2016	051-5001-940.50-46	Sept Mops	EFT:	4.72
567 - 093016			00	10/06/2016	051-5001-940.20-29	Sept Uniforms/Whse	EFT:	96.90
1110 - 093016			00	10/06/2016	051-5001-932.50-46	Sept Mats/Mops/Towels	EFT:	215.76
1110 - 093016			00	10/06/2016	051-5001-940.50-46	Sept Mats	EFT:	641.18
567 - 093016			00	10/06/2016	051-5105-502.50-46	Sept Mops	EFT:	146.85
567 - 093016			00	10/06/2016	051-5105-502.20-29	Sept Uniforms	EFT:	1,432.20
1110 - 093016			00	10/06/2016	051-5105-502.50-46	Sept Mats	EFT:	523.05
567 - 093016			00	10/06/2016	051-5205-580.20-29	Sept Uniforms/Elect Distr	EFT:	1,505.20
567 - 093016			00	10/06/2016	051-5205-580.20-29	Sept Uniforms/Engineers	EFT:	57.04
567 - 093016			00	10/06/2016	053-6205-583.20-29	Sept Uniforms	EFT:	281.93
567 - 093016			00	10/06/2016	055-7105-502.20-29	Sept Uniforms	EFT:	174.48
1110 - 093016			00	10/06/2016	055-7105-502.50-46	Sept Mats/Mops	EFT:	99.52
567 - 093016			00	10/06/2016	057-8205-870.20-29	Sept Uniforms	EFT:	1,027.53
						VENDOR TOTAL *	.00	6,411.53
9999999	00	JACKSON-STRANGE, LISA						

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK		HAND- ISSUED
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT		AMOUNT
9999999	00	JACKSON-STRANGE, LISA							
000064779	UT		00	10/04/2016	051-0000-143.00-00	FINAL BILL REFUND	297.10		
						VENDOR TOTAL *	297.10		
9999999	00	JOKUMSEN, JESSICA S							
000072673	UT		00	10/04/2016	051-0000-143.00-00	FINAL BILL REFUND	30.03		
						VENDOR TOTAL *	30.03		
9999999	00	KELLY, JEFFREY L							
000068215	UT		00	10/04/2016	051-0000-143.00-00	FINAL BILL REFUND	860.02		
						VENDOR TOTAL *	860.02		
9999999	00	KLECKNER, LAURA D							
000055641	UT		00	10/04/2016	051-0000-143.00-00	FINAL BILL REFUND	37.39		
						VENDOR TOTAL *	37.39		
9999999	00	LUND, GERALDINE							
000001375	UT		00	10/04/2016	051-0000-143.00-00	FINAL BILL REFUND	119.66		
						VENDOR TOTAL *	119.66		
9999999	00	MESSICK, LEODA							
000036203	UT		00	10/04/2016	051-0000-143.00-00	FINAL BILL REFUND	715.35		
						VENDOR TOTAL *	715.35		
9999999	00	MORGAN, MELISSA R							
000067659	UT		00	10/04/2016	051-0000-143.00-00	FINAL BILL REFUND	59.11		
						VENDOR TOTAL *	59.11		
0003136	00	NORTHERN NATURAL GAS CO *FNB WIRE*							
249407 SEP 2016			00	10/06/2016	057-8205-807.50-02		99,245.53		Natural gas
						VENDOR TOTAL *	99,245.53		
9999999	00	PARSONS, REBECCA A							
000050951	UT		00	10/04/2016	051-0000-143.00-00	FINAL BILL REFUND	102.76		
						VENDOR TOTAL *	102.76		
9999999	00	SOUKUP, DUSTY L							
000030943	UT		00	10/04/2016	051-0000-143.00-00	FINAL BILL REFUND	32.09		
						VENDOR TOTAL *	32.09		
0001914	00	UNION PACIFIC RAILROAD							
283228963			00	10/06/2016	051-0000-152.00-00	10/02/16	EFT:	226,557.22	Freight for
0301503	PI0001		00	10/06/2016	055-7205-583.60-61	PO NUM 044150	EFT:	505.00	coal
0301503	PI0001		00	10/06/2016	055-7205-583.60-61	PO NUM 044150	EFT:	505.00-	
						VENDOR TOTAL *	.00	226,557.22	
0003996	00	UNION PACIFIC RAILROAD CO (OMAHA)							
0301503	PI0017		00	10/06/2016	055-7205-583.60-61	PO NUM 044186	505.00		
						VENDOR TOTAL *	505.00		
9999999	00	WOLFE, JOSHUA							

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND- ISSUED	
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT	
9999999	00	WOLFE, JOSHUA							
000071037	UT		00	10/04/2016	051-0000-143.00-00	FINAL BILL REFUND	45.49		
						VENDOR TOTAL *	45.49		
						EFT/EPAY TOTAL ***			1,232,968.75
						TOTAL EXPENDITURES ****	310,077.84		1,232,968.75
					GRAND TOTAL *****				1,543,046.59

BPW Claims 10/05/16 \$3,027,582.45

STAFF REPORT

TO: Board of Public Works

FROM: Brian Newton, General Manager

DATE: October 3, 2016

SUBJECT: Consider Base Contract for Sale and Purchase of Natural Gas Agreement with World Fuel Services.

Recommendation: Approve the Base Contract with World Fuel Services

BACKGROUND:

The City of Fremont/Department of Utilities has Base Contracts for Sale and Purchase of Natural Gas with several natural gas providers including British Petroleum and Cargill. We do not have a Base Contract with World Fuel Services. Approval of this agreement would give us the opportunity to negotiate natural gas contracts with World Fuel Services.

As specific contractual terms are negotiated with each provider for the purchase natural gas, the contractual agreement will be presented and considered by the Board as well as the City Council.

Staff recommends acceptance of the contract.

FISCAL IMPACT: \$0

Base Contract for Sale and Purchase of Natural Gas

This Base Contract is entered into as of the following date: September 1, 2016

The parties to this Base Contract are the following:

PARTY A World Fuel Services, Inc.	PARTY NAME	PARTY B City of Fremont Department of Utilities
605 N. Highway 169, Suite 1200 Plymouth, MN 55441	ADDRESS	400 East Military PO Box 1468 Fremont, NE 68025
www.wfscorp.com	BUSINESS WEBSITE	
	CONTRACT NUMBER	
60-603-6481	D-U-N-S® NUMBER	07-698-2131
<input checked="" type="checkbox"/> US FEDERAL: 76-0291977 <input type="checkbox"/> OTHER:	TAX ID NUMBERS	<input checked="" type="checkbox"/> US FEDERAL: 47-6006192 <input type="checkbox"/> OTHER:
Texas	JURISDICTION OF ORGANIZATION	Nebraska
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input type="checkbox"/> Other: _____	COMPANY TYPE	<input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input checked="" type="checkbox"/> Other: <u>City Government</u>
	GUARANTOR (IF APPLICABLE)	
CONTACT INFORMATION		
Same as Above ATTN: <u>Contract Administration</u> TEL#: <u>763-543-4600</u> FAX#: <u>763-201-5901</u> EMAIL: <u>natgascontracts@wfscorp.com</u>	COMMERCIAL	Same as Above ATTN: <u>Brian Newton</u> TEL#: <u>(402) 727-2610</u> FAX#: <u>402-727-2667</u> EMAIL: <u>brian.newton@fremontne.gov</u>
Same as Above ATTN: <u>Manager, Gas Operations</u> TEL#: <u>763-543-4601</u> FAX#: <u>763-543-4603</u> EMAIL: <u>nominations @usenergyservices.com</u>	SCHEDULING	Same as Above ATTN: _____ TEL#: <u>402-727-2606</u> FAX#: <u>(402) 727-2667</u> EMAIL: _____
Same as Above ATTN: <u>Contract Administration</u> TEL#: <u>763-543-4600</u> FAX#: <u>763-201-5901</u> EMAIL: <u>natgascontracts@wfscorp.com</u>	CONTRACT AND LEGAL NOTICES	Same as Above ATTN: <u>Brian Newton</u> TEL#: <u>(402) 727-2610</u> FAX#: <u>402-727-2667</u> EMAIL: <u>brian.newton@fremontne.gov</u>
Same as Above ATTN: <u>John Lightbourn</u> TEL#: <u>305-351-4733</u> FAX#: <u>763-201-5901</u> EMAIL: <u>jlightbourn@wfscorp.com</u>	CREDIT	Same as Above ATTN: <u>Brian Newton</u> TEL#: <u>(402) 727-2610</u> FAX#: <u>402-727-2667</u> EMAIL: <u>brian.newton@fremontne.gov</u>
Same as Above ATTN: <u>Contract Administration</u> TEL#: <u>763-543-4600</u> FAX#: <u>763-201-5901</u> EMAIL: <u>natgascontracts@wfscorp.com</u>	TRANSACTION CONFIRMATIONS	Same as Above ATTN: <u>Brian Newton</u> TEL#: <u>(402) 727-2610</u> FAX#: <u>402-727-2667</u> EMAIL: <u>brian.newton@fremontne.gov</u>
ACCOUNTING INFORMATION		
Same as Above ATTN: <u>Accounts Receivable</u> TEL#: <u>763-543-4600</u> FAX#: <u>763-201-7818</u> EMAIL: <u>natgasinvoices@wfscorp.com</u>	INVOICES PAYMENTS SETTLEMENTS	Same as Above ATTN: <u>Jody Sanders</u> TEL#: <u>402-727-2627</u> FAX#: _____ EMAIL: <u>jody.sanders@fremontne.net</u>
BANK: <u>Bank of America</u> ABA: <u>026009593</u> ACCT: <u>8666687054</u> OTHER DETAILS: <u>Name on Acct: U.S. Energy Services</u>	WIRE TRANSFER NUMBERS (IF APPLICABLE)	BANK: _____ ABA: _____ ACCT: _____ OTHER DETAILS: _____
BANK: _____ ABA: _____ ACCT: _____ OTHER DETAILS: _____	ACH NUMBERS (IF APPLICABLE)	BANK: _____ ABA: _____ ACCT: _____ OTHER DETAILS: _____
ATTN: _____ ADDRESS: _____	CHECKS (IF APPLICABLE)	ATTN: _____ ADDRESS: _____

Base Contract for Sale and Purchase of Natural Gas

(Continued)

This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Sale and Purchase of Natural Gas published by the North American Energy Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions. In the event the parties fail to check a box, the specified default provision shall apply. Select the appropriate box(es) from each section:

<p>Section 1.2 Transaction Procedure</p> <p><input checked="" type="checkbox"/> Oral (default) OR <input type="checkbox"/> Written</p>	<p>Section 10.2 Additional Events of Default</p> <p><input checked="" type="checkbox"/> No Additional Events of Default (default) <input type="checkbox"/> Indebtedness Cross Default <input type="checkbox"/> Party A: _____ <input type="checkbox"/> Party B: _____ <input type="checkbox"/> Transactional Cross Default <u>Specified Transactions:</u> _____ _____</p>
<p>Section 2.7 Confirm Deadline</p> <p><input checked="" type="checkbox"/> 2 Business Days after receipt (default) OR <input type="checkbox"/> _____ Business Days after receipt</p>	
<p>Section 2.8 Confirming Party</p> <p><input checked="" type="checkbox"/> Seller (default) OR <input type="checkbox"/> Buyer</p>	
<p>Section 3.2 Performance Obligation</p> <p><input checked="" type="checkbox"/> Cover Standard (default) OR <input type="checkbox"/> Spot Price Standard</p>	<p>Section 10.3.1 Early Termination Damages</p> <p><input checked="" type="checkbox"/> Early Termination Damages Apply (default) OR <input type="checkbox"/> Early Termination Damages Do Not Apply</p>
<p>Note: The following Spot Price Publication applies to both of the immediately preceding.</p>	
<p>Section 2.31 Spot Price Publication</p> <p><input checked="" type="checkbox"/> Gas Daily Midpoint (default) OR <input type="checkbox"/> _____</p>	<p>Section 10.3.2 Other Agreement Setoffs</p> <p><input checked="" type="checkbox"/> Other Agreement Setoffs Apply (default) <input checked="" type="checkbox"/> Bilateral (default) <input type="checkbox"/> Triangular OR <input type="checkbox"/> Other Agreement Setoffs Do Not Apply</p>
<p>Section 6 Taxes</p> <p><input checked="" type="checkbox"/> Buyer Pays At and After Delivery Point (default) OR <input type="checkbox"/> Seller Pays Before and At Delivery Point</p>	
<p>Section 7.2 Payment Date</p> <p><input checked="" type="checkbox"/> 25th Day of Month following Month of delivery (default) OR <input type="checkbox"/> Day of Month following Month of delivery</p>	<p>Section 15.5 Choice Of Law</p> <p style="text-align: center;">New York</p>
<p>Section 7.2 Method of Payment</p> <p><input checked="" type="checkbox"/> Wire transfer (default) <input checked="" type="checkbox"/> Automated Clearinghouse Credit (ACH) <input type="checkbox"/> Check</p>	<p>Section 15.10 Confidentiality</p> <p><input checked="" type="checkbox"/> Confidentiality applies (default) OR <input type="checkbox"/> Confidentiality does not apply</p>
<p>Section 7.7 Netting</p> <p><input checked="" type="checkbox"/> Netting applies (default) OR <input type="checkbox"/> Netting does not apply</p>	
<p><input checked="" type="checkbox"/> Special Provisions Number of sheets attached: <u>Two (2) pages</u> <input type="checkbox"/> Addendum(s): _____</p>	

IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate.

World Fuel Services, Inc.	<i>PARTY NAME</i>	City of Fremont Department of Utilities
By: _____	<i>SIGNATURE</i>	By: _____
	<i>PRINTED NAME</i>	
	<i>TITLE</i>	

General Terms and Conditions

Base Contract for Sale and Purchase of Natural Gas

SECTION 1. PURPOSE AND PROCEDURES

1.1. These General Terms and Conditions are intended to facilitate purchase and sale transactions of Gas on a Firm or Interruptible basis. "Buyer" refers to the party receiving Gas and "Seller" refers to the party delivering Gas. The entire agreement between the parties shall be the Contract as defined in Section 2.9.

The parties have selected either the "Oral Transaction Procedure" or the "Written Transaction Procedure" as indicated on the Base Contract.

Oral Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Any Gas purchase and sale transaction may be effectuated in an EDI transmission or telephone conversation with the offer and acceptance constituting the agreement of the parties. The parties shall be legally bound from the time they so agree to transaction terms and may each rely thereon. Any such transaction shall be considered a "writing" and to have been "signed". Notwithstanding the foregoing sentence, the parties agree that Confirming Party shall, and the other party may, confirm a telephonic transaction by sending the other party a Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means within three Business Days of a transaction covered by this Section 1.2 (Oral Transaction Procedure) provided that the failure to send a Transaction Confirmation shall not invalidate the oral agreement of the parties. Confirming Party adopts its confirming letterhead, or the like, as its signature on any Transaction Confirmation as the identification and authentication of Confirming Party. If the Transaction Confirmation contains any provisions other than those relating to the commercial terms of the transaction (i.e., price, quantity, performance obligation, delivery point, period of delivery and/or transportation conditions), which modify or supplement the Base Contract or General Terms and Conditions of this Contract (e.g., arbitration or additional representations and warranties), such provisions shall not be deemed to be accepted pursuant to Section 1.3 but must be expressly agreed to by both parties; provided that the foregoing shall not invalidate any transaction agreed to by the parties.

Written Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery Period, the Confirming Party shall, and the other party may, record that agreement on a Transaction Confirmation and communicate such Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means, to the other party by the close of the Business Day following the date of agreement. The parties acknowledge that their agreement will not be binding until the exchange of nonconflicting Transaction Confirmations or the passage of the Confirm Deadline without objection from the receiving party, as provided in Section 1.3.

1.3. If a sending party's Transaction Confirmation is materially different from the receiving party's understanding of the agreement referred to in Section 1.2, such receiving party shall notify the sending party via facsimile, EDI or mutually agreeable electronic means by the Confirm Deadline, unless such receiving party has previously sent a Transaction Confirmation to the sending party. The failure of the receiving party to so notify the sending party in writing by the Confirm Deadline constitutes the receiving party's agreement to the terms of the transaction described in the sending party's Transaction Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction, then neither Transaction Confirmation shall be binding until or unless such differences are resolved including the use of any evidence that clearly resolves the differences in the Transaction Confirmations. In the event of a conflict among the terms of (i) a binding Transaction Confirmation pursuant to Section 1.2, (ii) the oral agreement of the parties which may be evidenced by a recorded conversation, where the parties have selected the Oral Transaction Procedure of the Base Contract, (iii) the Base Contract, and (iv) these General Terms and Conditions, the terms of the documents shall govern in the priority listed in this sentence.

1.4. The parties agree that each party may electronically record all telephone conversations with respect to this Contract between their respective employees, without any special or further notice to the other party. Each party shall obtain any necessary consent of its agents and employees to such recording. Where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, the parties agree not to contest the validity or enforceability of telephonic recordings entered into in accordance with the requirements of this Base Contract.

SECTION 2. DEFINITIONS

The terms set forth below shall have the meaning ascribed to them below. Other terms are also defined elsewhere in the Contract and shall have the meanings ascribed to them herein.

2.1. "Additional Event of Default" shall mean Transactional Cross Default or Indebtedness Cross Default, each as and if selected by the parties pursuant to the Base Contract.

2.2. "Affiliate" shall mean, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of at least 50 percent of the voting power of the entity or person.

- 2.3. "Alternative Damages" shall mean such damages, expressed in dollars or dollars per MMBtu, as the parties shall agree upon in the Transaction Confirmation, in the event either Seller or Buyer fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer.
- 2.4. "Base Contract" shall mean a contract executed by the parties that incorporates these General Terms and Conditions by reference; that specifies the agreed selections of provisions contained herein; and that sets forth other information required herein and any Special Provisions and addendum(s) as identified on page one.
- 2.5. "British thermal unit" or "Btu" shall mean the International BTU, which is also called the Btu (IT).
- 2.6. "Business Day(s)" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S.
- 2.7. "Confirm Deadline" shall mean 5:00 p.m. in the receiving party's time zone on the second Business Day following the Day a Transaction Confirmation is received or, if applicable, on the Business Day agreed to by the parties in the Base Contract; provided, if the Transaction Confirmation is time stamped after 5:00 p.m. in the receiving party's time zone, it shall be deemed received at the opening of the next Business Day.
- 2.8. "Confirming Party" shall mean the party designated in the Base Contract to prepare and forward Transaction Confirmations to the other party.
- 2.9. "Contract" shall mean the legally-binding relationship established by (i) the Base Contract, (ii) any and all binding Transaction Confirmations and (iii) where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, any and all transactions that the parties have entered into through an EDI transmission or by telephone, but that have not been confirmed in a binding Transaction Confirmation, all of which shall form a single integrated agreement between the parties.
- 2.10. "Contract Price" shall mean the amount expressed in U.S. Dollars per MMBtu to be paid by Buyer to Seller for the purchase of Gas as agreed to by the parties in a transaction.
- 2.11. "Contract Quantity" shall mean the quantity of Gas to be delivered and taken as agreed to by the parties in a transaction.
- 2.12. "Cover Standard", as referred to in Section 3.2, shall mean that if there is an unexcused failure to take or deliver any quantity of Gas pursuant to this Contract, then the performing party shall use commercially reasonable efforts to (i) if Buyer is the performing party, obtain Gas, (or an alternate fuel if elected by Buyer and replacement Gas is not available), or (ii) if Seller is the performing party, sell Gas, in either case, at a price reasonable for the delivery or production area, as applicable, consistent with: the amount of notice provided by the nonperforming party; the immediacy of the Buyer's Gas consumption needs or Seller's Gas sales requirements, as applicable; the quantities involved; and the anticipated length of failure by the nonperforming party.
- 2.13. "Credit Support Obligation(s)" shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as cash, an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, guaranty, or other good and sufficient security of a continuing nature.
- 2.14. "Day" shall mean a period of 24 consecutive hours, coextensive with a "day" as defined by the Receiving Transporter in a particular transaction.
- 2.15. "Delivery Period" shall be the period during which deliveries are to be made as agreed to by the parties in a transaction.
- 2.16. "Delivery Point(s)" shall mean such point(s) as are agreed to by the parties in a transaction.
- 2.17. "EDI" shall mean an electronic data interchange pursuant to an agreement entered into by the parties, specifically relating to the communication of Transaction Confirmations under this Contract.
- 2.18. "EFP" shall mean the purchase, sale or exchange of natural Gas as the "physical" side of an exchange for physical transaction involving gas futures contracts. EFP shall incorporate the meaning and remedies of "Firm", provided that a party's excuse for nonperformance of its obligations to deliver or receive Gas will be governed by the rules of the relevant futures exchange regulated under the Commodity Exchange Act.
- 2.19. "Firm" shall mean that either party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure; provided, however, that during Force Majeure interruptions, the party invoking Force Majeure may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by the Transporter.
- 2.20. "Gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
- 2.21. "Guarantor" shall mean any entity that has provided a guaranty of the obligations of a party hereunder.
- 2.22. "Imbalance Charges" shall mean any fees, penalties, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter's balance and/or nomination requirements.
- 2.23. "Indebtedness Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it or its Guarantor, if any, experiences a default, or similar condition or event however therein defined, under one or more agreements or instruments, individually or collectively, relating to indebtedness (such indebtedness to include any obligation whether present or future, contingent or otherwise, as principal or surety or otherwise) for the payment or repayment of borrowed money in an aggregate amount greater than the threshold specified in the Base Contract with respect to such party or its Guarantor, if any, which results in such indebtedness becoming immediately due and payable.

- 2.24. "Interruptible" shall mean that either party may interrupt its performance at any time for any reason, whether or not caused by an event of Force Majeure, with no liability, except such interrupting party may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by Transporter.
- 2.25. "MMBtu" shall mean one million British thermal units, which is equivalent to one dekatherm.
- 2.26. "Month" shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.
- 2.27. "Payment Date" shall mean a date, as indicated on the Base Contract, on or before which payment is due Seller for Gas received by Buyer in the previous Month.
- 2.28. "Receiving Transporter" shall mean the Transporter receiving Gas at a Delivery Point, or absent such receiving Transporter, the Transporter delivering Gas at a Delivery Point.
- 2.29. "Scheduled Gas" shall mean the quantity of Gas confirmed by Transporter(s) for movement, transportation or management.
- 2.30. "Specified Transaction(s)" shall mean any other transaction or agreement between the parties for the purchase, sale or exchange of physical Gas, and any other transaction or agreement identified as a Specified Transaction under the Base Contract.
- 2.31. "Spot Price " as referred to in Section 3.2 shall mean the price listed in the publication indicated on the Base Contract, under the listing applicable to the geographic location closest in proximity to the Delivery Point(s) for the relevant Day; provided, if there is no single price published for such location for such Day, but there is published a range of prices, then the Spot Price shall be the average of such high and low prices. If no price or range of prices is published for such Day, then the Spot Price shall be the average of the following: (i) the price (determined as stated above) for the first Day for which a price or range of prices is published that next precedes the relevant Day; and (ii) the price (determined as stated above) for the first Day for which a price or range of prices is published that next follows the relevant Day.
- 2.32. "Transaction Confirmation" shall mean a document, similar to the form of Exhibit A, setting forth the terms of a transaction formed pursuant to Section 1 for a particular Delivery Period.
- 2.33. "Transactional Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it shall be in default, however therein defined, under any Specified Transaction.
- 2.34. "Termination Option" shall mean the option of either party to terminate a transaction in the event that the other party fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer for a designated number of days during a period as specified on the applicable Transaction Confirmation.
- 2.35. "Transporter(s)" shall mean all Gas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point pursuant to a particular transaction.

SECTION 3. PERFORMANCE OBLIGATION

- 3.1. Seller agrees to sell and deliver, and Buyer agrees to receive and purchase, the Contract Quantity for a particular transaction in accordance with the terms of the Contract. Sales and purchases will be on a Firm or Interruptible basis, as agreed to by the parties in a transaction.

The parties have selected either the "Cover Standard" or the "Spot Price Standard" as indicated on the Base Contract.

Cover Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the positive difference, if any, between the purchase price paid by Buyer utilizing the Cover Standard and the Contract Price, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller for such Day(s) excluding any quantity for which no replacement is available; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in the amount equal to the positive difference, if any, between the Contract Price and the price received by Seller utilizing the Cover Standard for the resale of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually taken by Buyer for such Day(s) excluding any quantity for which no sale is available; and (iii) in the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas to a third party, and no such replacement or sale is available for all or any portion of the Contract Quantity of Gas, then in addition to (i) or (ii) above, as applicable, the sole and exclusive remedy of the performing party with respect to the Gas not replaced or sold shall be an amount equal to any unfavorable difference between the Contract Price and the Spot Price, adjusted for such transportation to the applicable Delivery Point, multiplied by the quantity of such Gas not replaced or sold. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

Spot Price Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from the Spot Price; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the applicable Spot Price from the Contract Price. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

3.3. Notwithstanding Section 3.2, the parties may agree to Alternative Damages in a Transaction Confirmation executed in writing by both parties.

3.4. In addition to Sections 3.2 and 3.3, the parties may provide for a Termination Option in a Transaction Confirmation executed in writing by both parties. The Transaction Confirmation containing the Termination Option will designate the length of nonperformance triggering the Termination Option and the procedures for exercise thereof, how damages for nonperformance will be compensated, and how liquidation costs will be calculated.

SECTION 4. TRANSPORTATION, NOMINATIONS, AND IMBALANCES

4.1. Seller shall have the sole responsibility for transporting the Gas to the Delivery Point(s). Buyer shall have the sole responsibility for transporting the Gas from the Delivery Point(s).

4.2. The parties shall coordinate their nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). Each party shall give the other party timely prior Notice, sufficient to meet the requirements of all Transporter(s) involved in the transaction, of the quantities of Gas to be delivered and purchased each Day. Should either party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such party shall promptly notify the other party.

4.3. The parties shall use commercially reasonable efforts to avoid imposition of any Imbalance Charges. If Buyer or Seller receives an invoice from a Transporter that includes Imbalance Charges, the parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Buyer's receipt of quantities of Gas greater than or less than the Scheduled Gas, then Buyer shall pay for such Imbalance Charges or reimburse Seller for such Imbalance Charges paid by Seller. If the Imbalance Charges were incurred as a result of Seller's delivery of quantities of Gas greater than or less than the Scheduled Gas, then Seller shall pay for such Imbalance Charges or reimburse Buyer for such Imbalance Charges paid by Buyer.

SECTION 5. QUALITY AND MEASUREMENT

All Gas delivered by Seller shall meet the pressure, quality and heat content requirements of the Receiving Transporter. The unit of quantity measurement for purposes of this Contract shall be one MMBtu dry. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter.

SECTION 6. TAXES

The parties have selected either "Buyer Pays At and After Delivery Point" or "Seller Pays Before and At Delivery Point" as indicated on the Base Contract.

Buyer Pays At and After Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas at the Delivery Point(s) and all Taxes after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

Seller Pays Before and At Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s) and all Taxes at the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

SECTION 7. BILLING, PAYMENT, AND AUDIT

7.1. Seller shall invoice Buyer for Gas delivered and received in the preceding Month and for any other applicable charges, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas. The invoiced quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

7.2. Buyer shall remit the amount due under Section 7.1 in the manner specified in the Base Contract, in immediately available funds, on or before the later of the Payment Date or 10 Days after receipt of the invoice by Buyer; provided that if the Payment Date is not a Business Day, payment is due on the next Business Day following that date. In the event any payments are due Buyer hereunder, payment to Buyer shall be made in accordance with this Section 7.2.

7.3. In the event payments become due pursuant to Sections 3.2 or 3.3, the performing party may submit an invoice to the nonperforming party for an accelerated payment setting forth the basis upon which the invoiced amount was calculated. Payment from the nonperforming party will be due five Business Days after receipt of invoice.

7.4. If the invoiced party, in good faith, disputes the amount of any such invoice or any part thereof, such invoiced party will pay such amount as it concedes to be correct; provided, however, if the invoiced party disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed without undue delay. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

7.5. If the invoiced party fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

7.6. A party shall have the right, at its own expense, upon reasonable Notice and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Contract. This right to examine, audit, and to obtain copies shall not be available with respect to proprietary information not directly relevant to transactions under this Contract. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under- or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two years after the Month of Gas delivery. All retroactive adjustments under Section 7 shall be paid in full by the party owing payment within 30 Days of Notice and substantiation of such inaccuracy.

7.7. Unless the parties have elected on the Base Contract not to make this Section 7.7 applicable to this Contract, the parties shall net all undisputed amounts due and owing, and/or past due, arising under the Contract such that the party owing the greater amount shall make a single payment of the net amount to the other party in accordance with Section 7; provided that no payment required to be made pursuant to the terms of any Credit Support Obligation or pursuant to Section 7.3 shall be subject to netting under this Section. If the parties have executed a separate netting agreement, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 8. TITLE, WARRANTY, AND INDEMNITY

8.1. Unless otherwise specifically agreed, title to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and assume any liability with respect to said Gas after its delivery to Buyer at the Delivery Point(s).

8.2. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT AS PROVIDED IN THIS SECTION 8.2 AND IN SECTION 15.8, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

8.3. Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities or claims including reasonable attorneys' fees and costs of court ("Claims"), from any and all persons, arising from or out of claims of title, personal injury (including death) or property damage from said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all Claims, from any and all persons, arising from or out of claims regarding payment, personal injury (including death) or property damage from said Gas or other charges thereon which attach after title passes to Buyer.

8.4. The parties agree that the delivery of and the transfer of title to all Gas under this Contract shall take place within the Customs Territory of the United States (as defined in general note 2 of the Harmonized Tariff Schedule of the United States 19 U.S.C. §1202, General Notes, page 3); provided, however, that in the event Seller took title to the Gas outside the Customs Territory of the United States, Seller represents and warrants that it is the importer of record for all Gas entered and delivered into the United States, and shall be responsible for entry and entry summary filings as well as the payment of duties, taxes and fees, if any, and all applicable record keeping requirements.

8.5. Notwithstanding the other provisions of this Section 8, as between Seller and Buyer, Seller will be liable for all Claims to the extent that such arise from the failure of Gas delivered by Seller to meet the quality requirements of Section 5.

SECTION 9. NOTICES

9.1. All Transaction Confirmations, invoices, payment instructions, and other communications made pursuant to the Base Contract ("Notices") shall be made to the addresses specified in writing by the respective parties from time to time.

9.2. All Notices required hereunder shall be in writing and may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivered.

9.3. Notice shall be given when received on a Business Day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is

not a Business Day or is after five p.m. on a Business Day, then such facsimile shall be deemed to have been received on the next following Business Day. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as is confirmed by the receiving party. Notice via first class mail shall be considered delivered five Business Days after mailing.

9.4. The party receiving a commercially acceptable Notice of change in payment instructions or other payment information shall not be obligated to implement such change until ten Business Days after receipt of such Notice.

SECTION 10. FINANCIAL RESPONSIBILITY

10.1. If either party ("X") has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party ("Y") (including, without limitation, the occurrence of a material change in the creditworthiness of Y or its Guarantor, if applicable), X may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" shall mean sufficient security in the form, amount, for a term, and from an issuer, all as reasonably acceptable to X, including, but not limited to cash, a standby irrevocable letter of credit, a prepayment, a security interest in an asset or guaranty. Y hereby grants to X a continuing first priority security interest in, lien on, and right of setoff against all Adequate Assurance of Performance in the form of cash transferred by Y to X pursuant to this Section 10.1. Upon the return by X to Y of such Adequate Assurance of Performance, the security interest and lien granted hereunder on that Adequate Assurance of Performance shall be released automatically and, to the extent possible, without any further action by either party.

10.2. In the event (each an "Event of Default") either party (the "Defaulting Party") or its Guarantor shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due; (v) have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; (vi) fail to perform any obligation to the other party with respect to any Credit Support Obligations relating to the Contract; (vii) fail to give Adequate Assurance of Performance under Section 10.1 within 48 hours but at least one Business Day of a written request by the other party; (viii) not have paid any amount due the other party hereunder on or before the second Business Day following written Notice that such payment is due; or ix) be the affected party with respect to any Additional Event of Default; then the other party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments upon Notice and/or to terminate and liquidate the transactions under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available hereunder.

10.3. If an Event of Default has occurred and is continuing, the Non-Defaulting Party shall have the right, by Notice to the Defaulting Party, to designate a Day, no earlier than the Day such Notice is given and no later than 20 Days after such Notice is given, as an early termination date (the "Early Termination Date") for the liquidation and termination pursuant to Section 10.3.1 of all transactions under the Contract, each a "Terminated Transaction". On the Early Termination Date, all transactions will terminate, other than those transactions, if any, that may not be liquidated and terminated under applicable law ("Excluded Transactions"), which Excluded Transactions must be liquidated and terminated as soon thereafter as is legally permissible, and upon termination shall be a Terminated Transaction and be valued consistent with Section 10.3.1 below. With respect to each Excluded Transaction, its actual termination date shall be the Early Termination Date for purposes of Section 10.3.1.

The parties have selected either "Early Termination Damages Apply" or "Early Termination Damages Do Not Apply" as indicated on the Base Contract.

Early Termination Damages Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, (i) the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract and (ii) the Market Value, as defined below, of each Terminated Transaction. The Non-Defaulting Party shall (x) liquidate and accelerate each Terminated Transaction at its Market Value, so that each amount equal to the difference between such Market Value and the Contract Value, as defined below, of such Terminated Transaction(s) shall be due to the Buyer under the Terminated Transaction(s) if such Market Value exceeds the Contract Value and to the Seller if the opposite is the case; and (y) where appropriate, discount each amount then due under clause (x) above to present value in a commercially reasonable manner as of the Early Termination Date (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Terminated Transactions).

For purposes of this Section 10.3.1, "Contract Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the Contract Price, and "Market Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the market price for a similar transaction at the Delivery Point determined by the Non-Defaulting Party in a commercially reasonable manner. To ascertain the Market Value, the Non-Defaulting Party may consider, among other valuations, any or all of the settlement prices of NYMEX Gas futures contracts, quotations from leading dealers in energy swap contracts or physical gas trading markets, similar sales or purchases and any other bona fide third-party offers, all adjusted for the length of the term and differences in transportation costs. A party shall not be required to enter into a replacement transaction(s) in order to determine the Market Value. Any extension(s) of the term of a transaction to which parties are not bound as of the Early Termination Date (including but not limited to "evergreen provisions") shall not be considered in determining Contract Values and

Market Values. For the avoidance of doubt, any option pursuant to which one party has the right to extend the term of a transaction shall be considered in determining Contract Values and Market Values. The rate of interest used in calculating net present value shall be determined by the Non-Defaulting Party in a commercially reasonable manner.

Early Termination Damages Do Not Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract.

The parties have selected either "Other Agreement Setoffs Apply" or "Other Agreement Setoffs Do Not Apply" as indicated on the Base Contract.

Other Agreement Setoffs Apply:

Bilateral Setoff Option:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff any Net Settlement Amount against (i) any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; and (ii) any amount(s) (including any excess cash margin or excess cash collateral) owed or held by the party that is entitled to the Net Settlement Amount under any other agreement or arrangement between the parties.

Triangular Setoff Option:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option, and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff (i) any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; (ii) any Net Settlement Amount against any amount(s) (including any excess cash margin or excess cash collateral) owed by or to a party under any other agreement or arrangement between the parties; (iii) any Net Settlement Amount owed to the Non-Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Non-Defaulting Party or its Affiliates to the Defaulting Party under any other agreement or arrangement; (iv) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party to the Non-Defaulting Party or its Affiliates under any other agreement or arrangement; and/or (v) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party or its Affiliates to the Non-Defaulting Party under any other agreement or arrangement.

Other Agreement Setoffs Do Not Apply:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract.

10.3.3. If any obligation that is to be included in any netting, aggregation or setoff pursuant to Section 10.3.2 is unascertained, the Non-Defaulting Party may in good faith estimate that obligation and net, aggregate or setoff, as applicable, in respect of the estimate, subject to the Non-Defaulting Party accounting to the Defaulting Party when the obligation is ascertained. Any amount not then due which is included in any netting, aggregation or setoff pursuant to Section 10.3.2 shall be discounted to net present value in a commercially reasonable manner determined by the Non-Defaulting Party.

10.4. As soon as practicable after a liquidation, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the Net Settlement Amount, and whether the Net Settlement Amount is due to or due from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of the Net Settlement Amount, provided that failure to give such Notice shall not affect the validity or enforceability of the liquidation or give rise to any claim by the Defaulting Party against the Non-Defaulting Party. The Net Settlement Amount as well as any setoffs applied against such amount pursuant to Section 10.3.2, shall be paid by the close of business on the second Business Day following such Notice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the Net Settlement Amount as adjusted by setoffs, shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

10.5. The parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that Buyer and Seller are each "forward contract merchants" within the meaning of the United States Bankruptcy Code.

10.6. The Non-Defaulting Party's remedies under this Section 10 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Early Termination Date. Each party reserves to itself all other rights, setoffs, counterclaims and other defenses that it is or may be entitled to arising from the Contract.

10.7. With respect to this Section 10, if the parties have executed a separate netting agreement with close-out netting provisions, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 11. FORCE MAJEURE

11.1. Except with regard to a party's obligation to make payment(s) due under Section 7, Section 10.4, and Imbalance Charges under Section 4, neither party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 11.2.

11.2. Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of Firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

11.3. Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary Firm transportation unless primary, in-path, Firm transportation is also curtailed; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship, to include, without limitation, Seller's ability to sell Gas at a higher or more advantageous price than the Contract Price, Buyer's ability to purchase Gas at a lower or more advantageous price than the Contract Price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Contract; (iv) the loss of Buyer's market(s) or Buyer's inability to use or resell Gas purchased hereunder, except, in either case, as provided in Section 11.2; or (v) the loss or failure of Seller's gas supply or depletion of reserves, except, in either case, as provided in Section 11.2. The party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.

11.4. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance.

11.5. The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may be given orally; however, written Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written Notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

11.6. Notwithstanding Sections 11.2 and 11.3, the parties may agree to alternative Force Majeure provisions in a Transaction Confirmation executed in writing by both parties.

SECTION 12. TERM

This Contract may be terminated on 30 Day's written Notice, but shall remain in effect until the expiration of the latest Delivery Period of any transaction(s). The rights of either party pursuant to Section 7.6, Section 10, Section 13, the obligations to make payment hereunder, and the obligation of either party to indemnify the other, pursuant hereto shall survive the termination of the Base Contract or any transaction.

SECTION 13. LIMITATIONS

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

SECTION 14. MARKET DISRUPTION

If a Market Disruption Event has occurred then the parties shall negotiate in good faith to agree on a replacement price for the Floating Price (or on a method for determining a replacement price for the Floating Price) for the affected Day, and if the parties have not so agreed on or before the second Business Day following the affected Day then the replacement price for the Floating Price shall be determined within the next two following Business Days with each party obtaining, in good faith and from non-affiliated market participants in the relevant market, two quotes for prices of Gas for the affected Day of a similar quality and quantity in the geographical location closest in proximity to the Delivery Point and averaging the four quotes. If either party fails to provide two quotes then the average of the other party's two quotes shall determine the replacement price for the Floating Price. "Floating Price" means the price or a factor of the price agreed to in the transaction as being based upon a specified index. "Market Disruption Event" means, with respect to an index specified for a transaction, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) both parties agree that a material change in the formula for or the method of determining the Floating Price has occurred. For the purposes of the calculation of a replacement price for the Floating Price, all numbers shall be rounded to three decimal places. If the fourth decimal number is five or greater, then the third decimal number shall be increased by one and if the fourth decimal number is less than five, then the third decimal number shall remain unchanged.

SECTION 15. MISCELLANEOUS

15.1. This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party (and shall not relieve the assigning party from liability hereunder), which consent will not be unreasonably withheld or delayed; provided, either party may (i) transfer, sell, pledge, encumber, or assign this Contract or the accounts, revenues, or proceeds hereof in connection with any financing or other financial arrangements, or (ii) transfer its interest to any parent or Affiliate by assignment, merger or otherwise without the prior approval of the other party. Upon any such assignment, transfer and assumption, the transferor shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder.

15.2. If any provision in this Contract is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract.

15.3. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach.

15.4. This Contract sets forth all understandings between the parties respecting each transaction subject hereto, and any prior contracts, understandings and representations, whether oral or written, relating to such transactions are merged into and superseded by this Contract and any effective transaction(s). This Contract may be amended only by a writing executed by both parties.

15.5. The interpretation and performance of this Contract shall be governed by the laws of the jurisdiction as indicated on the Base Contract, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.

15.6. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the parties, their facilities, or Gas supply, this Contract or transaction or any provisions thereof.

15.7. There is no third party beneficiary to this Contract.

15.8. Each party to this Contract represents and warrants that it has full and complete authority to enter into and perform this Contract. Each person who executes this Contract on behalf of either party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby.

15.9. The headings and subheadings contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the parties and shall not be used to construe or interpret the provisions of this Contract.

15.10. Unless the parties have elected on the Base Contract not to make this Section 15.10 applicable to this Contract, neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of any transaction to a third party (other than the employees, lenders, royalty owners, counsel, accountants and other agents of the party, or prospective purchasers of all or substantially all of a party's assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary for the enforcement of this Contract, (iii) to the extent necessary to implement any transaction, (iv) to the extent necessary to comply with a regulatory agency's reporting requirements including but not limited to gas cost recovery proceedings; or (v) to the extent such information is delivered to such third party for the sole purpose of calculating a published index. Each party shall notify the other party of any proceeding of which it is aware which may result in disclosure of the terms of any transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to this confidentiality obligation. Subject to Section 13, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the expiration of the transaction.

In the event that disclosure is required by a governmental body or applicable law, the party subject to such requirement may disclose the material terms of this Contract to the extent so required, but shall promptly notify the other party, prior to disclosure,

and shall cooperate (consistent with the disclosing party's legal obligations) with the other party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other party.

15.11. The parties may agree to dispute resolution procedures in Special Provisions attached to the Base Contract or in a Transaction Confirmation executed in writing by both parties

15.12. Any original executed Base Contract, Transaction Confirmation or other related document may be digitally copied, photocopied, or stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement, if introduced as evidence on paper, the Transaction Confirmation, if introduced as evidence in automated facsimile form, the recording, if introduced as evidence in its original form, and all computer records of the foregoing, if introduced as evidence in printed format, in any judicial, arbitration, mediation or administrative proceedings will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall object to the admissibility of the recording, the Transaction Confirmation, or the Imaged Agreement on the basis that such were not originated or maintained in documentary form. However, nothing herein shall be construed as a waiver of any other objection to the admissibility of such evidence.

DISCLAIMER: The purposes of this Contract are to facilitate trade, avoid misunderstandings and make more definite the terms of contracts of purchase and sale of natural gas. Further, NAESB does not mandate the use of this Contract by any party. **NAESB DISCLAIMS AND EXCLUDES, AND ANY USER OF THIS CONTRACT ACKNOWLEDGES AND AGREES TO NAESB'S DISCLAIMER OF, ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT NAESB KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. EACH USER OF THIS CONTRACT ALSO AGREES THAT UNDER NO CIRCUMSTANCES WILL NAESB BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THIS CONTRACT.**

TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

EXHIBIT A

Letterhead/Logo	Date: _____, ____ Transaction Confirmation #: _____			
This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.				
SELLER: _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____	BUYER: _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____			
Contract Price: \$_____/MMBtu or _____				
Delivery Period: Begin: _____, ____ End: _____, ____				
Performance Obligation and Contract Quantity: (Select One) <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top; padding: 5px;"> Firm (Fixed Quantity): _____ MMBtus/day <input type="checkbox"/> EFP </td> <td style="width: 33%; vertical-align: top; padding: 5px;"> Firm (Variable Quantity): _____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2. at election of <input type="checkbox"/> Buyer or <input type="checkbox"/> Seller </td> <td style="width: 33%; vertical-align: top; padding: 5px;"> Interruptible: Up to _____ MMBtus/day </td> </tr> </table>		Firm (Fixed Quantity): _____ MMBtus/day <input type="checkbox"/> EFP	Firm (Variable Quantity): _____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2. at election of <input type="checkbox"/> Buyer or <input type="checkbox"/> Seller	Interruptible: Up to _____ MMBtus/day
Firm (Fixed Quantity): _____ MMBtus/day <input type="checkbox"/> EFP	Firm (Variable Quantity): _____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2. at election of <input type="checkbox"/> Buyer or <input type="checkbox"/> Seller	Interruptible: Up to _____ MMBtus/day		
Delivery Point(s): _____ (If a pooling point is used, list a specific geographic and pipeline location):				
Special Conditions: _____ _____				
Seller: _____ By: _____ Title: _____ Date: _____	Buyer: _____ By: _____ Title: _____ Date: _____			

**SPECIAL PROVISIONS TO THE NAESB
BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS**

These Special Provisions to the NAESB Base Contract for Sale and Purchase of Natural Gas (these "Special Provisions") are attached to and made a part of that certain Base Contract for Sale and Purchase of Natural Gas between **World Fuel Services, Inc.** and **City of Fremont Department of Utilities**, dated **September 1, 2016** (the "Base Contract").

The parties hereto agree that (i) references to Sections in these Special Provisions refer to a Section of the General Terms and Conditions of the Base Contract; and (ii) these Special Provisions amend the Base Contract as of the date of the Base Contract. In the event of any conflict or inconsistency between the Special Provisions and the Base Contract, the Special Provisions shall govern. All capitalized terms and section references used in these Special Provisions but not defined herein shall have the respective meanings ascribed to them in the Base Contract.

1. Section 1.2 "Oral Transaction Procedure" is amended by adding the phrase "or other electronic means of communication" immediately after the phrase "EDI transmission" in the second sentence.

2. The following shall be added as Section 1.5:

"1.5. No Transaction Confirmation shall be necessary for a transaction with a term of less than one month unless specifically requested by a party. In the event that neither party requests a Transaction Confirmation for a transaction with a term of less than one month, the parties agree that for such transaction, the recorded transaction described in Section 1.4 of the Base Contract shall be evidence of such transaction."

3. Section 2.12 "Cover Standard" is amended by deleting the words "(or an alternate fuel if elected by Buyer and replacement Gas is not available)" in the third line of Section 2.12 ("Cover Standard").

4. Section 10.2 is amended by deleting the word "or" preceding clause (ix) therein and inserting the following immediately after the semicolon at the end of clause (ix):

"or (x) consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all of the obligations of such party under the Contract."

5. Section 10.3 is amended by adding the following at the end of the section:

"IN ADDITION TO ALL OTHER AMOUNTS CALCULATED HEREUNDER, BUT WITHOUT DUPLICATION, THE DEFAULTING PARTY SHALL REIMBURSE THE NON-DEFAULTING PARTY FOR REASONABLE OUT-OF-POCKET EXPENSES INCURRED BY THE NON-DEFAULTING PARTY IN TERMINATING AND LIQUIDATING THE TERMINATED TRANSACTIONS AND ANY RELATED HEDGES, SUCH AS TRANSPORTATION AND STORAGE COSTS, BROKERAGE FEES, COMMISSIONS AND OTHER TRANSACTIONAL COSTS (INCLUDING ANY COSTS OR LOSSES INCURRED BY THE NON-DEFAULTING PARTY AS A RESULT OF HAVING ENTERED INTO HEDGING TRANSACTIONS OR HAVING TO ENTER INTO ANY REPLACEMENT HEDGING TRANSACTIONS, AND ANY AND ALL COSTS OF MAINTAINING, TERMINATING AND/OR REESTABLISHING ANY HEDGE OR RELATED TRADING POSITIONS, IN EACH CASE DISCOUNTED TO PRESENT VALUE OR BEARING INTEREST, AS APPROPRIATE, AND IN EACH CASE DETERMINED BY THE NON-DEFAULTING PARTY IN A COMMERCIALY REASONABLE MANNER), AS WELL AS REASONABLE ATTORNEYS' FEES AND EXPENSES AND OTHER ADMINISTRATIVE, TRANSPORTATION, AND BROKERAGE FEES OR COSTS INCURRED BY THE NON-DEFAULTING PARTY DURING THE OCCURRENCE AND CONTINUATION OF AN EVENT OF DEFAULT IN CONNECTION WITH THE ENFORCEMENT OR THE PRESERVATION OF THE NON-DEFAULTING PARTY'S RIGHTS UNDER THIS CONTRACT."

6. Section 10.5 is amended by adding the following sentences:

"Each party agrees to waive and not to assert the applicability of the provisions of 11 U.S.C. Section 366 in any bankruptcy proceeding involving such party. The parties agree that this Contract is a "forward contract" as defined in 11 U.S.C. Section 101 and, if either party becomes subject to a bankruptcy proceeding, it is understood and agreed by the parties that the other party is and shall be entitled to exercise its rights as a "forward contract merchant" to liquidate this Contract as a "forward contract" under Section 556 of the U.S. Bankruptcy Code."

7. Section 15 is amended by adding the following to Section 15.5:

"Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any proceedings relating to these special provisions, the Contract, or any transaction thereunder."

8. Section 15 is amended by adding the following after the last sentence of 15.8:

"On the effective date and the date of entering into each transaction hereunder, each party represents and warrants to the other party that: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and has all regulatory authorizations necessary for it to legally perform its obligations under this Contract and each transaction hereunder; (ii) the execution, delivery and performance of this Contract and each transaction hereunder are within its powers, and do not violate any contracts to which it is a party or any law, rule, regulation, order; (iii) this Contract, each transaction hereunder, and each other document executed and delivered in accordance with this Contract constitutes a legally valid and binding obligation enforceable against it in accordance with the terms of said document, subject to any equitable defenses; (iv) it, or its credit support provider, if applicable, is not bankrupt and there are no proceedings pending or being contemplated by it, its credit support provider, if any, or, to its knowledge, threatened against it which would result in it

being or becoming bankrupt and there is not pending or, to its knowledge, threatened against it, or its credit support provider, if any, any legal proceedings that could materially adversely affect its ability to perform its obligations under this Contract and each transaction hereunder; (v) no Event of Default with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Contract and each transaction hereunder; (vi) it is acting for its own account, has made its own independent decision to enter into this Contract and each transaction hereunder and as to whether this Contract and each such transaction is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Contract and each transaction hereunder; (vii) it is an "eligible contract participant" as that term is defined in Section 1a(12) of the Commodity Exchange Act."

9. The following new Section 15.13 is added:

"If requested, a party shall deliver its or its credit support provider's audited (or certified consolidated unaudited) financial statements at within the lesser of the following a) 90 days of the most recent reporting quarter or b) 20 days of their preparation, such completion not to exceed 120 days after the most recent reporting quarter. The parties agree that to the extent a party's financial statements are publicly available, such public provision shall satisfy the requirements of this section."

10. The following new Section 15.14 is added:

"To the extent, if any, that a transaction does not qualify as a "first sale" as defined by the Natural Gas Act and §§ 2 and 601 of the Natural Gas Policy Act, each Party irrevocably waives its rights, including its rights under §§ 4-5 of the Natural Gas Act, unilaterally to seek or support a change to any terms and conditions of the Contract, including but not limited to the rate(s), charges, or classifications set forth therein. By this provision, each Party expressly waives its right to seek or support, either directly or indirectly, and by whatever means: (i) an order from the U.S. Federal Energy Regulatory Commission ("FERC") seeking to change any of the terms and conditions of the Contract agreed to by the Parties; and (ii) any refund from the other Party with respect to the Contract. Each Party further agrees that this waiver and covenant shall be binding upon it notwithstanding any regulatory or market changes that may occur after the date of the Contract or any transaction entered into between the Parties. Absent the agreement of both Parties to the proposed change, the standard of review for changes to any terms and conditions of the Contract proposed by (a) a Party, to the extent that the waiver set forth in this Section 15.13 is unenforceable or ineffective as to such Party due to a final determination being made under applicable law that precludes the Party from waiving its rights to seek or support changes from the FERC to the terms and conditions of this Contract, (b) a non-party, or (c) the FERC acting sua sponte, shall solely be the "public interest" application of the "just and reasonable" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) (the "Mobile-Sierra Doctrine"), as the Mobile-Sierra Doctrine has been clarified by Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish 128 S.Ct. 2733 (2008)."

11. The following new Section 15.15 is added:

"Each party represents to the other party (with such representations deemed to be repeated by each party on each date on which a relevant transaction is entered into) that, with respect to any commodity option transaction, it is: (1) a producer, processor, or commercial user of, or a merchant handling the commodity that is the subject of the option transaction; (2) offering or has been offered or is entering into the transaction solely for purposes related to its business as such; and (3) intends to make or take, as applicable, physical delivery of the commodity if the option is exercised."

12. The following new Section 15.16 is added:

"Each party hereby waives and shall not assert a defense of sovereign immunity or similar defense that may be applicable to it or its assets in any proceeding or matter regarding any claim or dispute arising under or in connection with this Contract."

IN WITNESS WHEREOF, the parties have executed these Special Provisions, which may be executed in multiple counterparts, but which shall constitute one and the same instrument, effective as of the date first written above.

WORLD FUEL SERVICES, INC.

CITY OF FREMONT DEPARTMENT OF UTILITIES

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

STAFF REPORT

TO: BOARD OF PUBLIC WORKS

FROM: Troy Schaben, Assistant General Manager, Department of Utilities

DATE: September 7, 2016

SUBJECT: Farm lease - 2017

Recommendation: Award 2017 Farm Lease Contract to Keith Hoffman, for total Cash Rent of \$31,964
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Background: Bid Tab Attached. Contract is for 3 sites. 89.0 Irrigated acres south of Power Plant. 17.1 Acres non-irrigated south of Water Plant. 4.77 acres non-irrigated north of Middle School.

**BID TABULATION FOR FARM LEASE 2017
FOR THE DEPARTMENT OF UTILITIES ,CITY OF FREMONT, NEBRASKA**

				Keith Hoffman 2750 So Co Rd 28 Valley, NE 68064		George Haney 7362 E Military Ave Fremont, NE 68025	
ITEM	DESCRIPTION	QTY	UNIT	Unit Cost	Total Cost	Unit Cost	Total Cost
1	4.77 ACRES NON-IRRIGATED	4.77	EA	\$200.00	\$954.00	\$178.00	\$849.06
2	17.1 ACRES NON-IRRIGATED	17.10	EA	\$200.00	\$3,420.00	\$178.00	\$3,043.80
3	89 ACRES IRRIGATED	89.00	EA	\$310.00	\$27,590.00	\$251.00	\$22,339.00
					\$31,964.00		\$26,231.86

		Mike Schuler 101 N Pine Hooper, NE 68031		Volnek Farms Inc 1351 S County Road 30 Valley, NE 68064	
QTY	UNIT	Unit Cost	Total Cost	Unit Cost	Total Cost
4.77	EA	\$150.00	\$715.50	\$150.00	\$715.50
17.10	EA	\$150.00	\$2,565.00	\$150.00	\$2,565.00
89.00	EA	\$250.00	\$22,250.00	\$185.00	\$16,465.00
			\$25,530.50		\$19,745.50

Fremont Department of Utilities Community Solar Survey Results

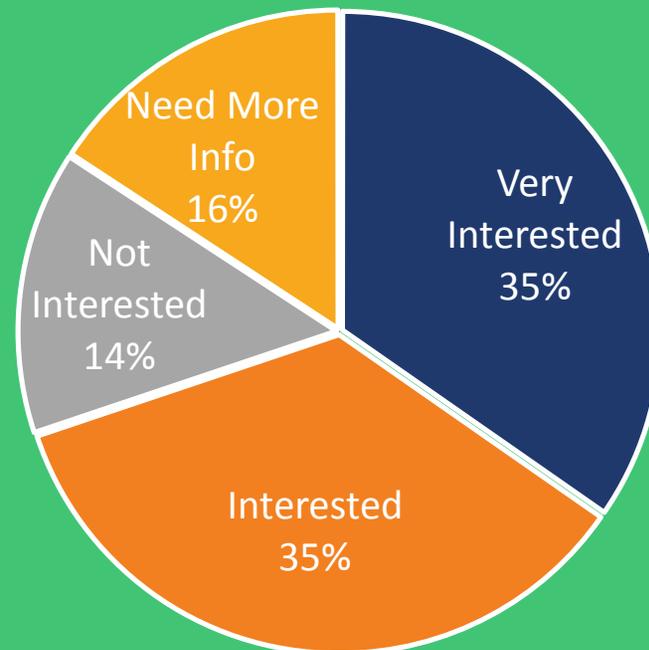
U.S. Department of Energy Technical Assistance



- SEPA executed a survey of Fremont’s residents concerning their interest in participating in a community solar program.
- Survey consisted of 14 questions and is available at <https://www.surveymonkey.com/r/Fremont>
- There was a fantastic response. 420 individuals completed the survey from 7/18 to 8/31.
 - 184 were completed online
 - 236 were completed via a paper survey.

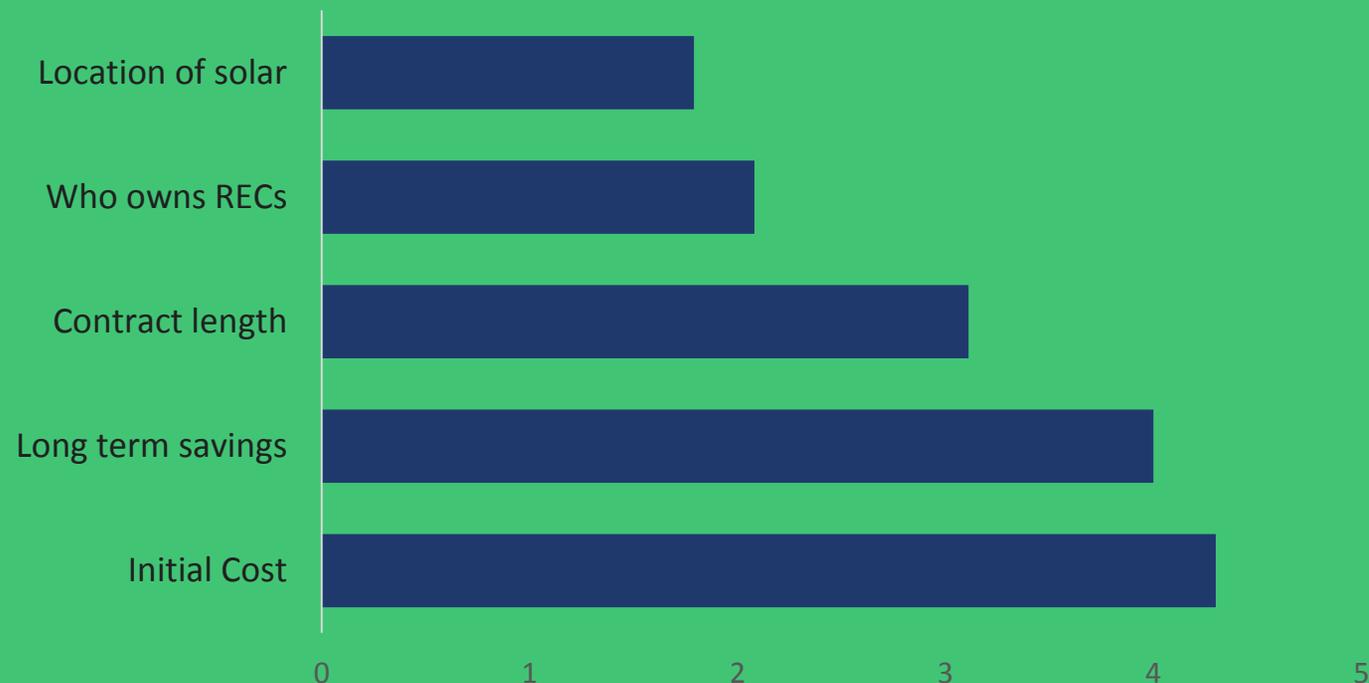
How interested are you in community solar?

- A large majority (70%) of residential customers find the community solar concept interesting. About half indicated they would need to learn more. These values align with national findings that many respond well to renewable options, but few have an existing understanding of what community solar is.
- A minority (14%) is strongly opposed to community solar and renewable energy in general. These participants remaining answers are excluded from the results on following slides



What aspects of the community solar program are most important to you?

- The economics of the program is the most important attribute of the program to your customers. **90%** listed either the initial cost or long term savings potential as most important.



What are the most appealing aspects of a community solar program?

- Three types of messages resonate well with potential subscribers. They are community solar's ability to:

| Reduces dependence on fossil fuels (61%)

| Good for the environment (57%)

| Potential to provide subscribers financial benefits (52%)

| Doesn't require a rooftop (29%)

| Employment for local worker (27%)

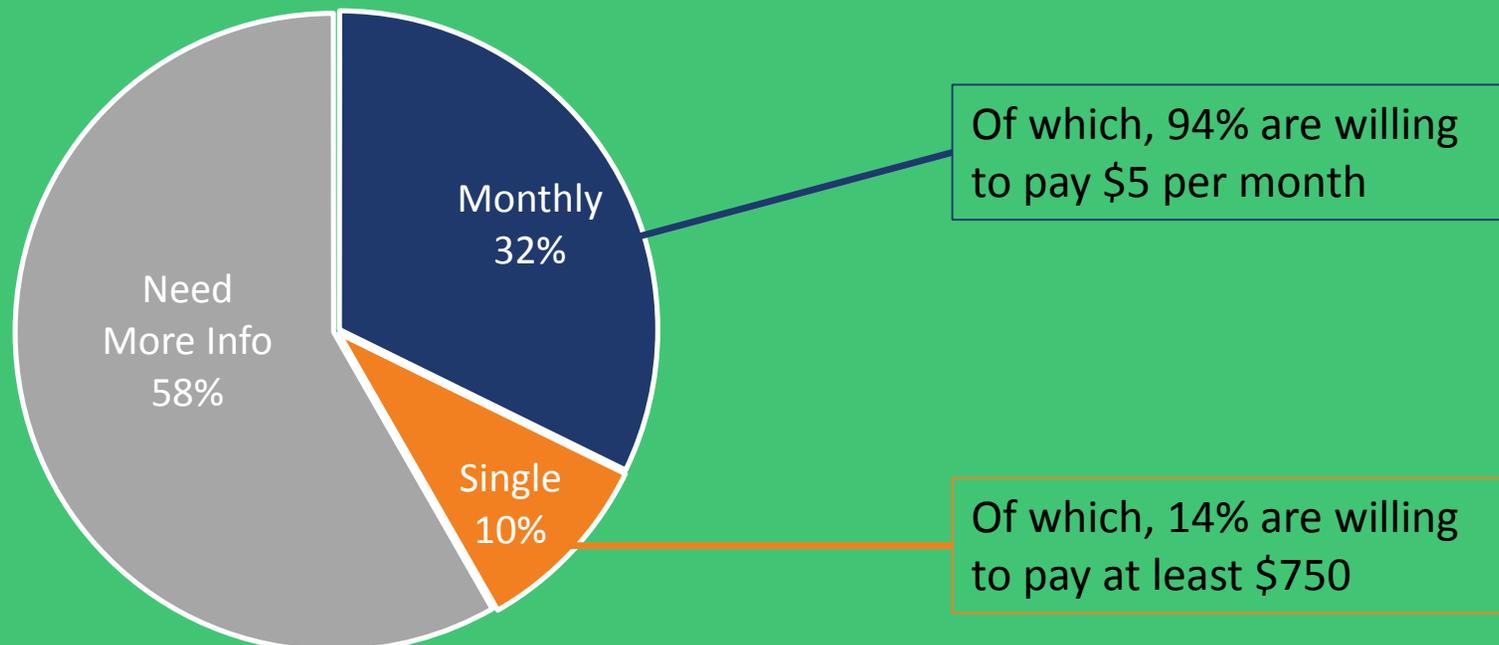
| No maintenance and minimal upfront costs (22%)

| Located within the community (15%)

| Uses new solar technology (11%)

Would you prefer a monthly payment or a single upfront payment structure?

- When directly asked for their preference in financial model, 3x as many participants favored monthly payments over a single upfront payment. Though many were undecided.
- A monthly premium of \$5 per month and an upfront payment of at least \$750 are the minimum values considered realistic for each financial model.



What would discourage you from participating?

- 34% of participants indicated that nothing would discourage them from participating. This is fairly high compared customers in other utilities, but aligned with the 35% of respondents who indicated they were “very interested” in a program (first question).

| Don't understand the program (36%)

| Don't want to make a longterm commitment (33%)

| Need a clear financial benefit (30%)

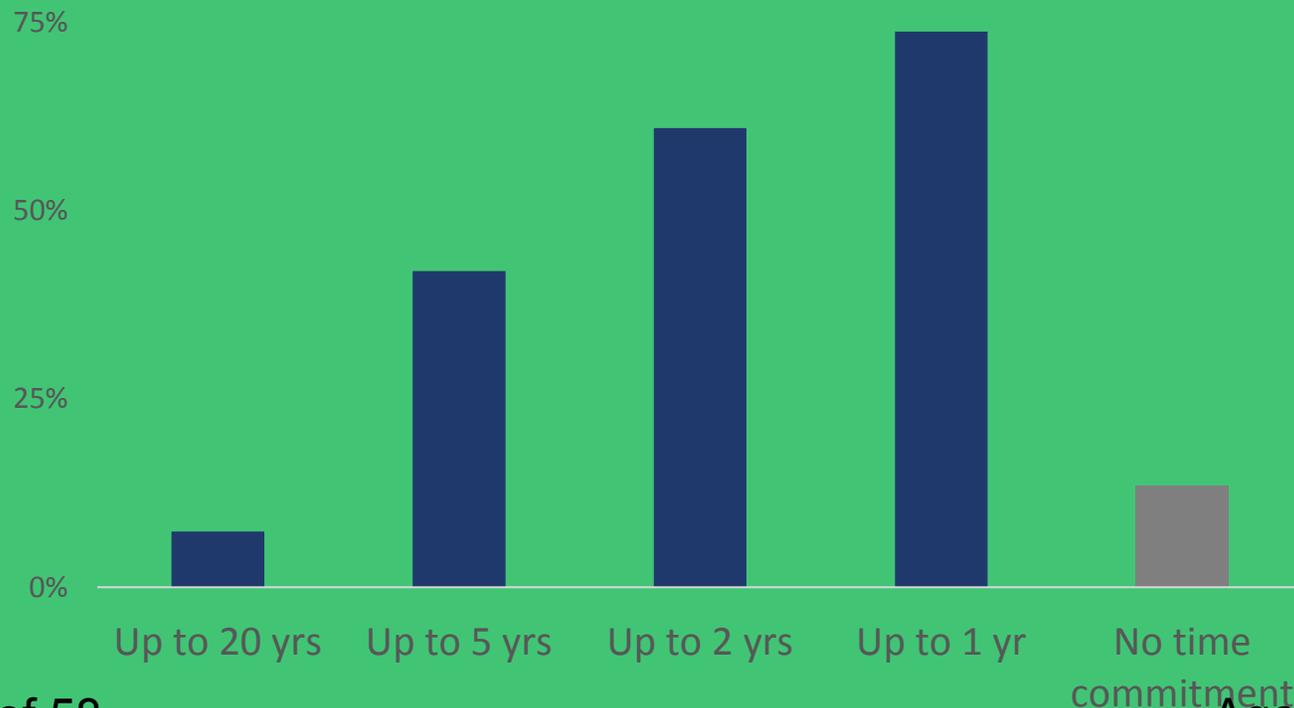
| Don't want to pay an application fee (15%)

| Prefer to have the solar build on my property (9%)

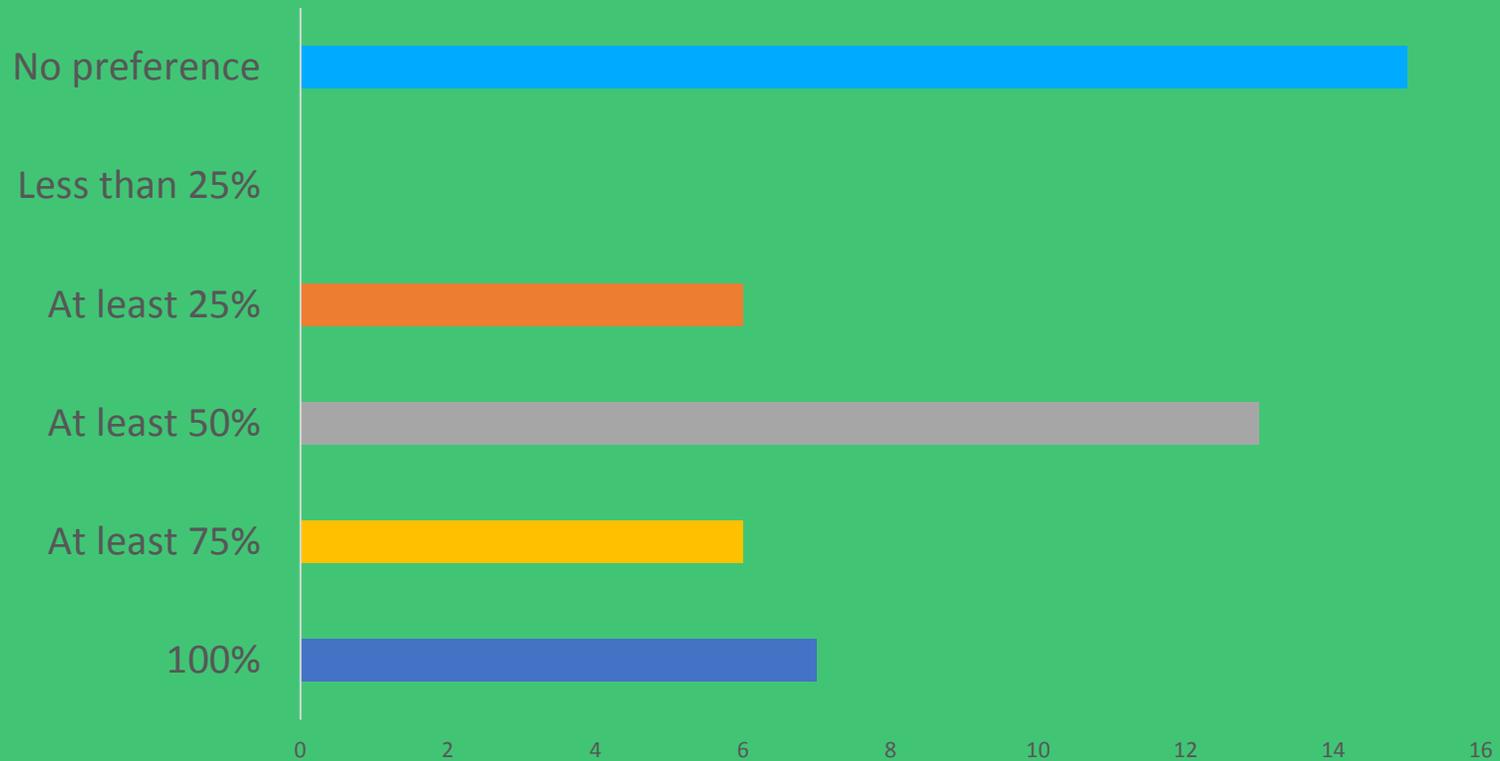
| Want the solar power close to my home (4%)

What is the maximum length of time would you feel comfortable committing to?

- To mitigate the risk of undersubscription, most existing programs either A) charge an application fee or B) have a minimum term of 1 to 2 years. **73%** of respondents were willing to sign up for at least 1 year, while **61%** were willing to sign up for up to 2 years.

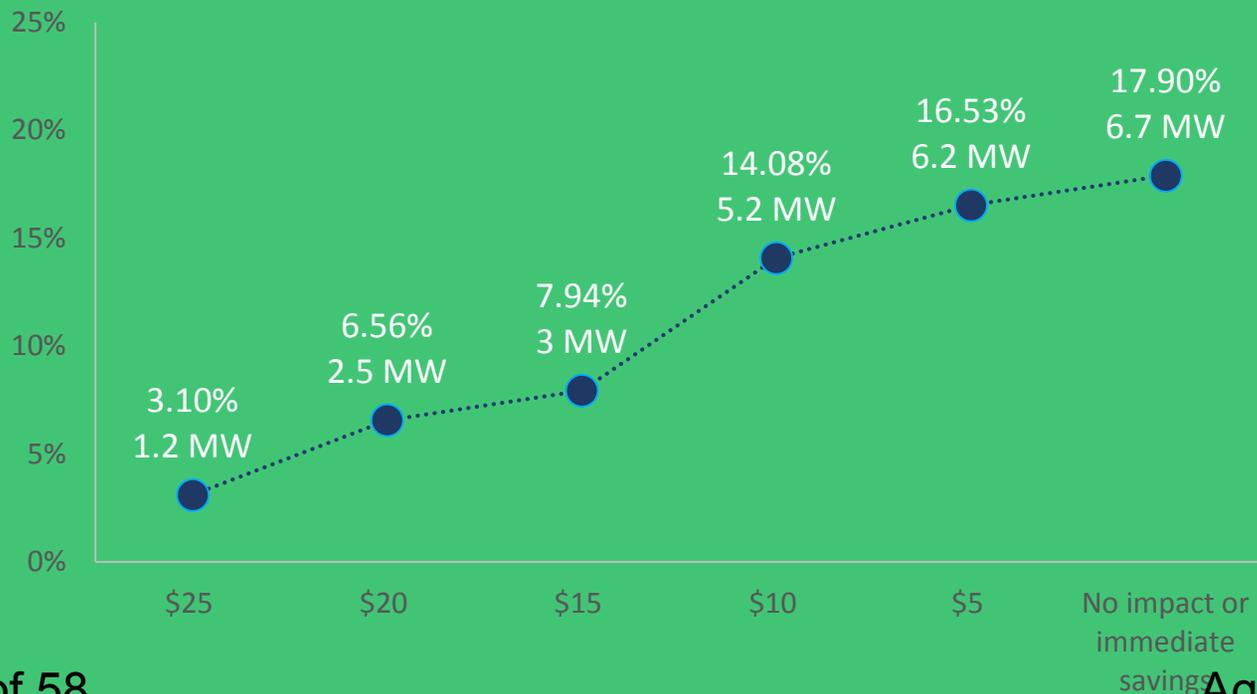


How much of your energy use would you replace with a program subscription?



Estimating participation

- Potential participation estimates in this study are based on a the combination of each participant’s general interest in community solar and their price sensitivity. Estimates include 50% individuals who were “Very Interested” and 25% of individuals “Interested” at any price point.
- The estimates exclude all participants who seemingly have unrealistic expectations of the program. If a participant provided any of the following responses they were excluded from the estimate.
 - Q6) Not willing to sign up for at least 1 year
 - Q10) Require a specific long-term financial benefit
 - Q10) Prefer to have the solar project on their property



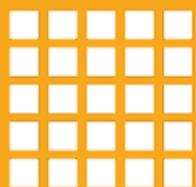
- **Education, Education, Education** – 35% of respondents stated that not understanding the program would discourage them from participating. The fact is that “community solar” is a new term for most and an early education campaign is needed. Two foundational educational steps to take are 1) develop an information website; and 2) host a public meeting to discuss the program.
- **Rate** – Respondents are price sensitive. If you are looking to build at a large scale (1 MW+), then SEPA recommends proposing a program with
 - a) w/ fixed premium no more than \$10 per month which equates to ~\$0.02 per kWh (total rate for RS of \$0.0871 per kWh Winter and \$0.1204 kWh Summer), or;
 - b) A single payment for the entire year such as \$0.1000 per kWh that offers a discount in the summer and premium in the winter – (an additional benefit is that this is aligned with the fact that solar has greater value in the summer).

The financial benefit of option A is a rate hedge (participants lock in the full rate, or a portion of the rate, for the extent that they are in the program). The financial benefit to option B is a rate hedge and a discount in summer. SEPA recommends a revenue analysis to determine appropriate rates to propose.

- **Billing** – Work with IT to examine what billing capabilities and cost of integrating community solar billing/crediting with existing IT. This is often the largest expense. Subscriptions of fixed kWh blocks can be easier to credit than subscriptions of capacities (which will have varying production each month).
- **Length of Term** – SEPA recommends having a minimum term, but keeping it as short as possible. Most respondents would sign up for one or two years. Having an application fee is not recommended. However an early termination fee could be proposed to help pay for the cost of backfilling vacant subscriptions.

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Smart Electric
Power Alliance