



Bricker Graydon Wyatt LLP
2 East Mulberry Street
Lebanon, OH 45036
513.870.6700 Office
www.bricker.com

Amelia Blankenship
Of Counsel
513 870 6579 Direct Phone
ablankenship@bricker.com

To: Village Council
From: Amy Blankenship, Village Solicitor
Re: Vectren Energy/ dba Centerpoint - Franchise Agreement Ordinance
Date: August 17, 2026

Per Section 56 of the Village Charter Council may, by ordinance, grant permission to construct and operate a public utility in the streets and public grounds of the Village or across private property when right of way has been acquired by agreement or condemnation.

Many years ago, a franchise agreement was granted to Vectren's predecessor for natural gas operations in the Village. CenterPoint Energy Ohio is now selling the Vectren Energy Delivery of Ohio operations to National Fuel Gas Company. That sale is expected to close in the fourth quarter of 2026. CenterPoint is currently doing due diligence with respect to its franchise agreements with municipalities in Ohio. The Village's franchise agreement, it was discovered, has expired.

This attached ordinance enters into a new franchise agreement with an "evergreen" provision which will allow the agreement to continue without expiration. The terms of the agreement are very similar to the previous franchise agreement. The agreement reserves significant authority to the Village to direct the franchisee to remove or relocate lines as needed to accommodate public work. This agreement has an initial term of 25 years and will automatically renew for additional 5 year periods unless terminated.



The Village of **YELLOW SPRINGS**

MEMORANDUM

TO: Village Council

FROM: Johnnie Burns, Village Manager

DATE: July 17, 2026

RE: Natural Gas Franchise Ordinance – Vectren Energy Delivery of Ohio, LLC

The attached ordinance renews the Village's natural gas franchise agreement with Vectren Energy Delivery of Ohio, LLC, granting the company the non-exclusive right to construct, operate, and maintain natural gas infrastructure within the Village's public rights-of-way for an initial term of twenty-five (25) years. The franchise automatically renews in five-year increments unless the Village provides notice of its intent to terminate after the twenty-third year, as outlined in the agreement.

The ordinance incorporates applicable provisions of the Village Charter and Public Utilities Commission of Ohio regulations governing natural gas service. It also establishes operational requirements intended to protect the Village's interests, including:

- Restoration of public rights-of-way following construction activities.
- Annual construction and major maintenance planning upon request.
- Coordination with the Village through permitting requirements, except during emergencies.
- Provision of utility mapping information upon request.
- Relocation of facilities at the Company's expense when necessary for municipal improvement projects.
- Indemnification of the Village for claims arising from the Company's operations.
- Compliance with applicable local, state, and federal laws.

This franchise is non-exclusive and does not limit the Village's authority to grant similar rights to other providers. Staff recommends approval of the ordinance to continue uninterrupted natural gas service while maintaining the Village's oversight of utility work within the public right-of-way.

VILLAGE OF YELLOW SPRINGS, OHIO
Ordinance 2026-15

**GRANTING TO VECTREN ENERGY DELIVERY OF OHIO, LLC, ITS
SUCCESSORS AND ASSIGNS, A GAS FRANCHISE IN THE VILLAGE
OF YELLOW SPRINGS, STATE OF OHIO, FOR A PERIOD OF
TWENTY-FIVE (25) YEARS, AUTOMATICALLY RENEWING FOR
ADDITIONAL PERIODS OF FIVE (5) YEARS UNLESS NOTICE IS
GIVEN, COMMENCING ON THE EFFECTIVE DATE OF THIS
ORDINANCE**

WHEREAS, it is necessary to adopt an ordinance granting Vectren Energy Deliver of Ohio, LLC, its successors and assigns, a gas franchise allowing the right and privilege of transacting business with the Village of Yellow Springs,

**NOW THEREFORE BE IT ORDAINED BY COUNCIL FOR THE VILLAGE OF
YELLOW SPRINGS, STATE OF OHIO, THAT:**

SECTION 1: Subject to the terms and conditions hereof, Vectren Energy Delivery of Ohio, LLC. ("the Company"), its successors and assigns, are granted the right and privilege for the period of twenty-five (25) years, commencing on the effective date of this ordinance, to do, carry on and transact in the Village of Yellow Springs ("the municipality") including any area annexed thereto, the authorized business of the Company, including the business of supplying natural gas to the municipality and its inhabitants for the purposes for which natural gas is now or may hereafter be used, and to that end to enter upon and in, use and occupy the streets, alleys, avenues, public places and ways of the municipality to install, maintain and operate all necessary and proper lines, equipment and devices for carrying on its business pursuant to the terms and conditions listed herein. The rights granted to the Company pursuant to this Ordinance shall automatically renew for five (5) year periods. The municipality may give two (2) years notice of its intent to terminate this Agreement any time after the twenty-third (23) year.

This grant shall apply to all such lines, equipment and devices used or useful for the aforesaid purposes, which are now owned by the Company in said municipality, and to such as hereafter may be installed, placed or erected by the Company.

SECTION 2: The Company's Natural Gas Service General Service Rules and Regulations filed with and approved by The Public Utilities Commission of Ohio currently in effect, and as may be amended from time to time pursuant to the authority of The Public Utilities Commission of Ohio, shall apply to and shall control the furnishing of natural gas services to the Company's customers. Those sections of the Village of Yellow Springs Charter relating to public utility franchises: Section 56. Granting Franchises, Section 57. Limitations on Franchises, Section 58 Quality and Rates of Service, Section 59 Right to Purchase, Section 60 Extension of Service, Section 61 Consent Not Required, Section 62 Control of Location, are incorporated herein by reference.

SECTION 3: Upon the installation, removal or relocation of any such lines, equipment and devices, the surface of each street or public way, which may have been disturbed or broken, shall be replaced in good and workmanlike condition by the Company.

SECTION 4: Nothing in this ordinance shall be construed as granting to the Company an exclusive right or privilege.

SECTION 5: Upon request of the municipality made no later than November 1st of each calendar year, under this franchise, the Company agrees to file with the municipality a Construction and Major Maintenance Plan ("Plan"), in a format mutually agreeable to the municipality and the Company, that includes the Company's currently scheduled and/or anticipated construction or major maintenance projects for the next calendar year located within the geographical boundaries of the municipality. Said Plan shall be filed on or before January 15th of the calendar year for which the Plan is applicable or on another mutually agreeable date.

SECTION 6: The Company recognizes that it owns numerous facilities and real property within the municipality and recognizes its commitment to maintain these facilities in a manner befitting the surrounding environment of each facility.

SECTION 7: Upon request of the municipality but not more than once annually, the Company shall provide to the municipality in the most advanced mapping format and in as much detail as currently available to the Company, maps covering the location of all of the Company's natural gas facilities located within the public rights of way within the municipality.

SECTION 8: Prior to the commencement of any construction activity by the Company within the public rights of way that requires a permit and otherwise is not exempted by this franchise, the Company agrees to take all reasonable steps to secure all applicable permits from the municipality. The municipality may impose reasonable conditions upon the issuance of any permit and the performance of the Company thereunder to protect the public health, safety and welfare of its constituents.

SECTION 9: The Company shall not be required to secure a permit for construction activity required as a result of any condition involving Company natural gas facilities located within the public rights of way, that poses a clear and immediate danger to life, health or safety to any person or a significant loss of real or personal property (an "Emergency"). Company shall notify the municipality as soon as reasonably possible upon learning of any event regarding Company natural gas facilities located within the public rights of way that the Company considers to be an Emergency. The Company agrees to restore the impacted public rights of way to its pre-Emergency condition or functional equivalent as soon as practicable after the Emergency ends.

SECTION 10: The Company, upon request by the municipality, shall remove, adjust or relocate any and all natural gas pipes, main, service pipes, conduits, valve, drips, curb boxes, manholes, vaults, regulators, or any other natural gas devices or appliances located within the public rights of way at no cost to the municipality when such removal, adjustment or relocation is requested to accommodate a municipal improvement involving streets, alleys, avenues, public places and ways of the municipality.

Section 11: The Company agrees to indemnify and hold the municipality harmless from any claims arising from the franchisee's operations within the Village.

Section 12: As a condition of this franchise, the Company represents that it presently is, to the best of its knowledge, and shall remain during the term of this franchise, in compliance with all applicable local, state and federal laws and regulations, including those relating to discrimination in the workplace.

SECTION 13: This ordinance shall take effect and be in force from and after the earliest period allowed by law.

Gavin DeVore Leonard, President of Council

Passed:

Attest: _____
Judy Kintner, Clerk of Council

Roll Call:

Gavin DeVore Leonard____ Angie Hsu____ Carmen Brown____
Senay Semere____ Stephanie Pearce____

CERTIFICATE

I, _____, Clerk of the _____ of _____, Ohio, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, passed by the Council of said _____ on the _____ day of _____, 20__.

WITNESS my hand at the _____ of _____, Ohio, this _____ day of _____, 20__.

COUNCIL CLERK