MAUMEE CITY COUNCIL
MINUTES
Monday, February 17, 2025 at 6:15 pm

The Council of the City of Maumee, Ohio met on the above date in Council Chambers with the following members present: Ted Kurt, Philip Leinbach, Scott Noonan, Margo Puffenberger, Gabriel Barrow, Jon Fiscus, and Josh Harris (7). James MacDonald presiding.

Roll Call: Ted Kurt, Philip Leinbach, Scott Noonan, Margo Puffenberger, Gabriel Barrow, Jon Fiscus, and Josh Harris.

COMMITTEE OF THE WHOLE
Mr. Leinbach made a motion to move item 9B to 10C. Mr. Fiscus seconded the motion. Roll call: 7 voting yea, the Chair declared the motion carried.

CITIZEN COMMENTS

Mr. Noonan moved to adopt the agenda as revised.
Mr. Harris seconded the motion.
Roll call: 7 voting yea, the Chair declared the motion carried.

Mr. Leinbach moved to approve the minutes of the regular meeting of February 3, 2025.
Mr. Barrow seconded the motion.
Roll call: 7 voting yea, the Chair declared the motion carried.

PETITIONS AND COMMUNICATIONS

- **A.** Suspension of the DORA on March 2, 2025 for Acoustics for Autism.
- **B.** Finance and Economic Development Committee Meeting minutes from 2/3/25.

Mr. Fiscus moved to approve Petitions and Communications.
Mr. Leinbach seconded the motion.
Roll call: 7 voting yea, the Chair declared the motion carried.

CONSENT CALENDAR:

- **A.** Recommendation from Law Director:
  Authorize agreement between City of Maumee Prosecutor Office and the Criminal Justice Coordinating Council/Northwest Ohio Regional Information System for the 2025 calendar year in the amount of $3,105.

Mr. Kurt moved to approve the Consent Calendar.
Mrs. Puffenberger seconded the motion.
Roll call: 7 voted yea, the Chair declared the motion carried.

NEW BUSINESS

Mr. Fiscus moved to approve Resolution 004-2025, a resolution in support of and authorizing the Finance Director to accept the Ohio Department of Natural Resources Natureworks grant in the amount of $91,544 and declaring an emergency.
Mr. Barrow seconded the motion. Roll call: 7 voting yea, the Chair declared the motion carried.

Mr. Noonan moved to approve Resolution 005-2025, a resolution ratifying and approving tentative agreement with the Fraternal Order of Police and declaring an emergency.
Mr. Harris seconded the motion. Roll call: 7 voting yea, the Chair declared the motion carried.

Mr. Barrow moved to authorize the agreement and change order between the City of Maumee and the Lucas County Transportation Improvement District for the US 20A at I-475 Interchange Project.
Mr. Kurt seconded the motion. Roll call: 6 voting yea, 1 voting nay (Leinbach); the Chair declared the motion carried.

COUNCIL COMMENTS

Legislation was considered at this time.

RESOLUTION NO. 004-2025 — A RESOLUTION IN SUPPORT OF AND AUTHORIZING THE FINANCE DIRECTOR TO ACCEPT THE OHIO DEPARTMENT OF NATURAL RESOURCES NATUREWORKS GRANT IN THE AMOUNT OF $91,544 AND DECLARING AN EMERGENCY

The Resolution was read by title only.
Mr. FISCUS moved to suspend the rules and declare an emergency. Roll call: Kurt, Leinbach, Noonan, Puffenberger, Barrow, Fiscus, Harris (7) voting yea; nays, none.
Mr. FISCUS moved the resolution be placed on its final passage and passed. Roll call: Kurt, Leinbach, Noonan, Puffenberger, Barrow, Fiscus, Harris (7) voting yea; nays, none.
So the Resolution was passed.

RESOLUTION NO. 005-2025 — A RESOLUTION RATIFYING AND APPROVING TENTATIVE AGREEMENT WITH THE FRATERNAL ORDER OF POLICE AND DECLARING AN EMERGENCY

The Resolution was read by title only.
Mr. NOONAN moved to suspend the rules and declare an emergency. Roll call: Kurt, Leinbach, Noonan, Puffenberger, Barrow, Fiscus, Harris (7) voting yea; nays, none.
Mr. NOONAN moved the resolution be placed on its final passage and passed. Roll call: Kurt, Leinbach, Noonan, Puffenberger, Barrow, Fiscus, Harris (7) voting yea; nays, none.
So the Resolution was passed.

Mrs. Puffenberger moved to adjourn at 7:15 p.m. until the next scheduled meeting March 3, 2025, at 6:15 p.m.
Mr. Leinbach seconded the motion.
Roll call: 7 voting yea, the Chair declared the motion carried.

PALMER ENERGY COMPANY

January 29, 2025

To: City of Maumee

From: Palmer Energy Company

Subject: Electric RFP Results for City of Maumee's Facilities

As the energy consultant for City of Maumee, Palmer Energy issued an RFP to obtain electric pricing for City of Maumee's facilities.

Recommendation Summary

- Capacity pass-through price structure
- 36-month contract term beginning with the June 2025 billing period through the May 2028 billing period
- Reviewing contracts and securing refresh pricing from bp Energy, CPV Energy, and Dynegy

RFP Overview

This RFP includes 94 accounts consuming an estimated 3.5 million kWh annually and receiving electric distribution service from Toledo Edison.

This RFP was sent to nine suppliers and each respondent was asked to provide offers under two pricing structures for terms ending in May 2026, May 2027, and May 2028 (12, 24, and 36 months). Pricing was requested for a May 2025 meter read start date (June 2025 billing period) to line up with the current contract expiration.

Price Structures

Palmer Energy requested two price structures through this RFP, summarized below.

- All-Inclusive – All generation-related cost components are included in one price per kilowatt-hour (kWh).

- Capacity Pass-Through – All generation-related cost components except capacity costs are set at a fixed price per kWh. Capacity costs are passed through as a separate charge at actual cost levels.
  - Capacity costs are unavoidable and vary for each individual account.
  - Utilities determine each Customer's Peak Load Contribution (PLC) by averaging the Customer's demand during the five peak hours on the multi-state PJM transmission system from the prior summer.
  - The capacity costs are determined by multiplying the Customer's PLC by the transmission system capacity rates.

PALMER ENERGY COMPANY

Price Offers

The table below summarizes capacity pass-through price offers received through this RFP from nine suppliers.

Supplier	Term (Months)	All-Inclusive Rate ($/kWh)[1]	Capacity Pass-Through Rate ($/kWh)	Est. Avg Annual Generation Costs (incl. Capacity)
bp Energy	12	$0.07647	$0.05453 + capacity costs	$264,000
Engie	12	N/A	$0.05463 + capacity costs	$264,000
Dynegy	12	$0.07697	$0.05469 + capacity costs	$264,000
CPV Energy	12	N/A	$0.05519 + capacity costs	$266,000
WGL Energy	12	$0.08630	$0.05576 + capacity costs	$268,000
AEP Energy	12	$0.07617	$0.05580 + capacity costs	$268,000
Freepoint	12	N/A	$0.05677 + capacity costs	$271,000
Constellation	12	$0.08239	$0.05706 + capacity costs	$272,000
New Wave Energy	12	$0.09145	$0.06305 + capacity costs	$293,000
Dynegy	24	$0.0	$0.05509 + capacity costs	$279,000
CPV Energy	24	N/A	$0.05512 + capacity costs	$279,000
bp Energy	24	N/A	$0.05518 + capacity costs	$279,000
Engie	24	N/A	$0.05537 + capacity costs	$280,000
WGL Energy	24	N/A	$0.05638 + capacity costs	$283,000
AEP Energy	24	$0.0	$0.05643 + capacity costs	$283,000
Freepoint	24	N/A	$0.05761 + capacity costs	$287,000
Constellation	24	$0.0	$0.05774 + capacity costs	$288,000
New Wave Energy	24	$0.0	$0.06535 + capacity costs	$314,000
bp Energy	36	N/A	**$0.05541 + capacity costs**	$288,000
CPV Energy	36	N/A	$0.05542 + capacity costs	$288,000
Dynegy	36	$0.0	$0.05571 + capacity costs	$289,000
Engie	36	N/A	$0.05606 + capacity costs	$290,000
WGL Energy	36	N/A	$0.05677 + capacity costs	$292,000
AEP Energy	36	$0.0	$0.05703 + capacity costs	$293,000
Freepoint	36	N/A	$0.05829 + capacity costs	$298,000
Constellation	36	$0.0	$0.05836 + capacity costs	$298,000
New Wave Energy[2]	36	N/A	N/A	N/A

[1]Some suppliers are unable to offer all-inclusive rates beyond May 2025 or May 2026 that are not subject to rate adjustments.
[2]New Wave Energy declined to provide pricing offers for the 36-month term.

The prices for all terms and suppliers proposed through this RFP are subject to federal, transmission organization, statewide regulatory changes, and/or material changes of the accounts included resulting in additional costs to the supplier. This is a standard provision across virtually every supplier and contract.

Estimated capacity costs for City of Maumee beginning June 1, 2025 based on known PLCs and initial system capacity rates are approximately $6,000 per month. Actual costs for all years will vary based on final capacity rates, PLCs, etc.

Why Capacity Pass-Through?

There are several reasons why capacity pass-through pricing was requested through this RFP process. Based on these factors as noted below, **Palmer Energy recommend City of Maumee utilize a capacity pass-through price structure.**

- System capacity rates are currently unknown beyond May 2026 and not finalized beyond May 2025. These rates are usually known several years in advance, but the current regulatory status prevents it. Capacity rates are set to increase substantially beginning June 1, 2025 across all Ohio utilities.
- Since future capacity costs are unknown, all-inclusive prices from suppliers include capacity cost estimates. These estimates may result in a higher chance additional pass-through costs under language that exists virtually all supply agreements.
- In standard supplier contract language, if a supplier underestimates capacity costs, they are likely to charge the cost difference between the estimated and actual costs to the end user. Conversely, if capacity costs are lower than what a supplier estimate, the customer is unlikely to see the difference returned to them through a credit or lower price adjustment.
- Under this structure, the supplier charges the customer actual costs rather than an estimated average over a term. This reduces supplier risk premiums as they do not need to account for changes in capacity levels over a multi-year deal. This becomes especially pertinent over a long-term contract and allows the customer to take advantage of long-term wholesale electric market opportunities.
- Capacity pass-through pricing allows a customer to see a direct benefit from the implementation of energy efficiency projects, energy and building management, demand response, peak shaving, etc., as capacity costs are charged at actual cost levels.

Contract Length

Price offers for terms ending in May 2026, May 2027, and May 2028 (12, 24, and 36 months) were requested. **Palmer Energy recommends contracting for the 36-month term.**

- Historically, the utility's Standard Service Offer (SSO, or the price-to-compare) has been used as a comparison point for pricing provided during the RFP process. These rates are established through a series of auctions, including energy and capacity. Current Toledo Edison SSO rates for general service customers served at secondary voltage are approximately 8.0¢ per kWh. SSO auction results for the current electric planning year (June 1, 2024 – May 31, 2025) as well as anticipated future estimates indicate that utility rates are likely to be higher than pricing available through a third-party supply agreement.
- As shown in the table of price offers, there is minimal difference between the capacity pass-through offers for all three terms. While pricing offers are slightly higher long term, the recommended 36-month term offer provides a competitive rate covering a longer period of time.
- Additionally, the 36-month capacity pass-through offer as of the date of this RFP provides a lower rate than the City's current contract rate.

Supplier Selection

The wholesale power market continually fluctuates. To help ensure the most competitive offers, Palmer recommends including two to three suppliers in all refresh price requests. This will require contract review and approval from multiple suppliers. Based on the top capacity pass-through offers for the recommended term, Palmer Energy recommends moving forward with **bp Energy**, **CPV Energy**, and **Dynegy**. Please note that all three suppliers can offer utility-consolidated billing (UCB).

Facility Changes

Please note, if the City is planning facility changes that could impact operation and/or energy consumption moving forward, including any efficiency or renewable projects, please let us know as this may alter the recommendation outlined in this document.

Please note that the electric market has seen heightened volatility over the last year. This has resulted in increased time-sensitivity on pricing proposed as all suppliers have the right to rescind pricing at any time based on intraday price updates. The rates shown in this recommendation are not final until a contract document has been fully executed by both parties, therefore returning a signed contract as quickly as possible will help ensure these rates are locked in.

MASTER RETAIL ELECTRICITY SALES AGREEMENT

This **MASTER RETAIL ELECTRICITY SALES AGREEMENT** together with any "Sales Confirmation(s)" (and Transaction Confirmation(s) or Term Sheet(s), as applicable) (collectively, the "Agreement") is entered into and made by and between **BP Energy Retail Company LLC** ("Seller") and **City of Maumee** ("Buyer"). This Agreement shall be effective as of January 29, 2025 (the "Effective Date"). Seller and Buyer may be individually referred to as "Party" or collectively as "Parties". Pending the execution of a Sales Confirmation, Seller shall have the right, but not the obligation, to provide retail electricity services to Buyer under this Agreement. The Parties hereby agree as follows:

1. **Purchase and Sale:** Seller shall sell and Buyer shall purchase and receive electricity to meet Buyer's full electricity requirements for Buyer's identified Electric Service Account(s) ("ESA(s)") specified in the Sales Confirmation. The terms and conditions of the purchase and sale are set forth in this Agreement and in the Sales Confirmation. The electricity will be delivered to Buyer's Transmission and Distribution Service Provider ("DSP") corresponding to the Buyer's ESA (the "Delivery Point") and title to and risk of loss related to electricity shall transfer from Seller to Buyer at the Delivery Point. Buyer acknowledges and understands that the delivery of electricity to Buyer's ESA will be accomplished exclusively by the DSP from the Delivery Point to the ESA.

2. **Metering:** All measurement of electricity delivered hereunder shall be and can only be provided by the DSP for each Delivery Point. "Metered Usage" shall be defined as the metered usage as provided by the DSP. "Total Usage" shall be defined as the metered usage plus the applicable transmission and distribution losses plus unaccounted for energy ("UFE") as published by the entity entrusted with transporting energy in the form of electrical power on a state or regional level using fixed infrastructure (e.g. ERCOT, PJM) (the "Transmission Operator") and DSP. Seller may use estimated Metered Usage if measurements of usage are not received timely from the DSP, in which case Seller will indicate that an estimate was used and will make appropriate adjustments upon receipt of definitive data verifying Metered Usage.

3. **Switching:** Seller shall use commercially reasonable efforts to effectuate a timely switch of Buyer's ESA to Seller. Seller cannot guarantee a switch of Buyer's ESA to Seller will occur by a specific date, and Seller shall not be liable for delays in this process caused by the DSP. The "Service Start Date" shall be the date upon which a particular ESA is switched to Seller. The Service Start Date is typically the scheduled read date that occurs during the month and year identified as the Start Date specified in the Sales Confirmation. The "Service End Date" is typically the scheduled read date that occurs during the month and year identified as the End Date specified in the Sales Confirmation. Each ESA may have a separate Service Start Date and Service End Date.

4. **Billing & Payment:** Buyer will be invoiced the total amount due for electricity delivered to Buyer during each month in one of the following ways based on availability and eligibility of Buyer(s) ESA(s), which may change from time to time: (a) Dual Billing: Buyer will receive two invoices, one from Seller for amounts payable to Seller for its electricity ("Electricity Charges") and one from the DSP for the amounts payable by Buyer for services provided by the DSP ("DSP Charges"); or (b) DSP/Utility Consolidated: Buyer will receive one invoice from the DSP for both Electricity Charges and DSP Charges; or (c) Seller Consolidated: Buyer will receive one invoice from the Seller for both Electricity Charges and DSP Charges. All invoice types shall include all applicable DSP Charges on an invoice (as defined in the Sales Confirmation) and Taxes (as defined herein), and other charges allowed pursuant to this Agreement. Buyer and/or Buyer's representatives or agents will be given access to Seller's online invoicing system to retrieve invoices. Invoice notification and invoicing system access will be delivered to Buyer via email. Payment via ACH or wire transfer shall be due to Seller as set forth on the Sales Confirmation. All past due invoices will incur a late payment charge of one percent (1%) of the invoice amount and the outstanding balance will accrue interest at the lesser of one percent (1%) per month or the maximum amount allowable by law (the "Interest Rate"). Buyer shall be responsible for any and all collection costs incurred by Seller. If applicable, Buyer will continue to receive a separate invoice from the DSP for distribution and metering charges related to Buyer's receipt of electricity.

5. **Disputed Amounts:** Buyer will pay the undisputed amount of any invoice by the applicable due date. Buyer must provide written notice of any disputed amount to Seller not more than six (6) months from the date of Seller's invoice or such invoice will be deemed correct and accepted by Buyer. The Parties will use commercially reasonable efforts to expeditiously resolve any invoice disputed within the applicable time period. In the event of disputed DSP Charges and/or Metered Usage, Seller will use internal resources in an attempt to resolve the disputed charges on Buyer's behalf with the applicable DSP but in no event will Seller be obligated to take formal action or incur external costs to resolve any disputes with the DSP. In the event that Seller receives reimbursement from the DSP due to subsequent corrections, cancellations and/or rebills by the DSP, Seller will reimburse those to Buyer.

6. **Blend and Extend - Rate Adjustment and Term Extension:** At any time during the Term, Buyer may request that the Term be extended and the Contract Price (as defined in the Sales Confirmation) then in effect be changed. Upon request, Seller will submit an offer to Buyer reflecting a revised Contract Price and new Term.

7. **Adding and Deleting Accounts:** Buyer is permitted to add or delete ESA(s) provided that there is no Event of Default (as defined herein) by Buyer, and any such ESA to be added is located within the DSP area currently served by Seller. For specific details, please refer to the current Sales Confirmation(s)

8. **Performance Assurance:** If either Party determines in its reasonable discretion that the other Party's creditworthiness or ability to perform under this Agreement has become unsatisfactory due to a material adverse change in the financial conditions of the other Party then that Party (hereafter and for the purposes of this Paragraph (the "Requesting Party")) may require Performance Assurance. The Requesting Party shall provide the other Party (hereafter and for the purposes of this Paragraph (the "Receiving Party")) with written notice requesting such Performance Assurance in an amount determined by the Requesting Party in a commercially reasonable manner. Upon receipt of such notice the Receiving Party shall have three (3) business days to provide such Performance Assurance to the Requesting Party. In the event that the Receiving Party fails to provide such Performance Assurance within three (3) business days of receipt of such notice, then an Event of Default shall be deemed

to have occurred and the Requesting Party shall be entitled to exercise any remedies set forth in this Agreement. Performance Assurance shall mean cash, letter(s) of credit, corporate guarantees, or other security each in form and amount reasonably acceptable to the Requesting Party.

9. **Financials:** Upon request, if not available on EDGAR or the Buyer home page on the World Wide Web, the Buyer shall provide: (i) a copy of its most recently available annual report containing audited consolidated financial statements and/or (ii) a copy of its most recently available quarterly unaudited consolidated financial statements.

10. **Term:** This Agreement shall commence on the Effective Date and shall continue in effect until terminated earlier as provided in this Agreement, except however, this Agreement will continue in full force and effect until the termination or expiration date specified in any active Sales Confirmation ("Expiration Date") (the "Term").

11. **Assignment and Binding Effect:** Neither Party may assign this Agreement without the express written consent of the other Party, which consent shall not be unreasonably withheld.

12. **Regulatory Events**: If there is a change in law, administrative regulation, rule, design or structure, order, judicial decision, statute, or a change in an interpretation, operation, administration or application of any of the foregoing (collectively, a "Regulatory Event") and such Regulatory Event causes Seller to directly or indirectly incur any capital, operating, commodity or other costs (including, but not limited to increased Taxes and redefinition of charges) relating to the provision of electricity contemplated herein above, or in addition to those existing prior to the date of the Regulatory Event, then Seller shall be permitted to pass through the economic effects of any such Regulatory Event to Buyer and Buyer shall pay or reimburse Seller for the dollar amounts attributable to such economic effects resulting from the Regulatory Event. Neither Party shall be obligated to perform under this Agreement if a Regulatory Event renders that Party's performance of its respective obligations illegal or impossible to perform, including, but not limited to the termination of retail sale of electricity.

13. **Confidentiality:** Subject to Ohio Public Records Law, Ohio Revised Code 149.43, neither Party shall disclose the terms of this Agreement to a third party (other than the Party's affiliates, employees, lenders, counsel, consultants, accountants and other parties who have agreed to keep such terms confidential), except in order to comply with applicable law. Each Party shall notify the other Party of any proceeding of which it is aware which may result in disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this Paragraph.

14. **Event of Default:** An "Event of Default" shall mean with respect to a Party (a "Defaulting Party"), the occurrence of any of the following: (a) the failure to make when due, any payment required pursuant to this Agreement if such failure is not remedied within five (5) business days after written notice; (b) a representation or warranty made by a Party to this Agreement proves to have been false or misleading in any material respect when made or ceases to remain true during the Term; (c) the failure of a Party to perform any covenant set forth in this Agreement which is not excused by Force Majeure or cured within five (5) business days after written notice thereof; (d) the failure of a Party to provide Performance Assurance in accordance with Paragraph 8; (e) the failure of Buyer to utilize Seller as its sole supplier of electricity for its ESA(s) specified in the Sales Confirmation at any time during the Term (including but not limited to a switch of Buyer's electric service to another provider); or (f) a Party makes an assignment or any general arrangement for the benefit of creditors or otherwise becomes bankrupt or insolvent. A "Potential Event of Default" shall mean an event which, with notice or passage of time or both, would constitute or result in an Event of Default.

15. **Remedies:** (a) If an Event of Default or Potential Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the other Party (the "Non-Defaulting Party") shall have the right (i) to designate a day from the notice date of termination, which may be retroactive in time to the date Buyer's ESA(s) were unenrolled from Seller's supply service, as an early termination date ("Early Termination Date") to accelerate all amounts owing between the Parties and to liquidate and terminate all of the transactions and sales of electricity existing under this Agreement between the Parties (including any fixed price, or other fixed price components underlying the establishment of the Contract Price) (the "Terminated Transactions"), (ii) to withhold any payments due to the Defaulting Party under this Agreement, and/or (iii) to suspend performance including, but not limited to, the suspension of any further deliveries of electricity. The Non-Defaulting Party shall calculate, in a commercially reasonable manner, a Settlement Amount (defined below) for the Terminated Transactions as of the Early Termination Date (or, if in the reasonable opinion of the Non-Defaulting Party certain of such Terminated Transactions are commercially impracticable to liquidate and terminate or may not be liquidated and terminated on the Early Termination Date, as soon thereafter as is reasonably practicable).

(b) For purposes of subparagraph (a) above, the "Settlement Amount" shall mean the present value of economic loss, plus any costs (including reasonable attorney's fees) incurred by either Buyer or Seller as the Non-Defaulting Party as a result of the early termination. For purposes hereof, the "present value" of any amount will be calculated in a commercially reasonable manner.

(c) If Buyer is the Defaulting Party, Seller's economic loss shall be calculated as follows: (i) the estimated undelivered volume of electricity that Buyer would have consumed from the Early Termination Date through the end of the applicable Term multiplied by the positive difference, if any, between the Contract Price or the Retail Adder, each as defined and set forth in the applicable Sales Confirmation and then current market price, plus (ii) in case of a variable product, the positive difference, if any, between the Contract Price and market price, multiplied by the remaining Contract Quantity (as defined and set forth in the applicable Sales Confirmation) for the Term.

(d) If Seller is the Defaulting Party, Buyer's economic loss shall be calculated as follows: (i) the estimated undelivered volume of electricity which Buyer would have consumed from the Early Termination Date through the end of the applicable Term multiplied by the negative difference between the Contract Price or the Retail Adder as set forth in the applicable Sales Confirmation and the price Buyer would have to pay to obtain the same service from a third party for the commercially reasonable price, plus (ii) in case of a variable product, the negative difference, if any, between the Contract Price and market price, multiplied by the remaining Contract Quantity for the Term.

(e) The Non-Defaulting Party shall aggregate all Settlement Amounts into a single amount by: netting out (i) at the option of the Non-Defaulting Party, any cash or other form of security then available to the Non-Defaulting Party pursuant to Paragraph 8, plus any or all other amounts due to the Defaulting Party under this Agreement, against (ii) all Settlement Amounts that are due to the Non-Defaulting Party, plus any or all other amounts due to the Non-Defaulting Party under this Agreement, so that all such amounts shall be netted out to a single liquidated amount (the "Termination Payment") payable by the Defaulting Party to the Non-Defaulting Party.

(f) As soon as practicable after the Non-Defaulting Party calculates the Termination Payment, notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Termination Payment. The notice shall include a written statement explaining in reasonable detail the calculation of such amount. The Termination Payment shall be made by the Defaulting Party within five (5) business days after such notice is effective.

(g) Notwithstanding any other provision of this Agreement, if (i) an Event of Default, or (ii) a Potential Event of Default (defined below) shall have occurred and be continuing, the Non-Defaulting Party, upon written notice to the Defaulting Party, shall have the right (1) to suspend performance under this Agreement; provided, however in no event shall any such suspension continue longer than ten (10) business days, unless an Early Termination Date shall have been declared and notice thereof has been given pursuant to this Paragraph, and (2) to the extent that an Event of Default shall have occurred and be continuing, to exercise any remedy available at law or in equity. For purposes of the foregoing, a "Potential Event of Default" shall mean an event which, with notice or passage of time or both, would constitute or result in an Event of Default.

16. Entirety of Agreement: It is the intention of the Parties that this Agreement constitutes the entire agreement between the Parties, contains all terms, conditions, and protections in any way related to, or arising out of, the subject matter hereunder and supersedes all prior agreements, written or oral, or representations of any brokers or sales representatives.

17. Force Majeure: (a) Except for obligations for the payment of money, and in accordance with subparagraph (b) below, if either Party is rendered unable, wholly or in part, to perform its physical obligations under this Agreement (including but not limited to the delivery or receipt of electricity hereunder) due to Force Majeure, the physical obligations of each Party will be suspended for the duration of any inability to perform. A Party claiming Force Majeure (the "Claiming Party") will notify the other Party in writing as soon as possible following such occurrence, describing the nature, and estimated duration of such inability to perform. The cause of such inability to perform will be remedied with all reasonable dispatch. "Force Majeure" means any event or occurrence (including, but not limited to "Acts of God") that is beyond the control of a Party and that: (i) was not anticipated as of the date of this Agreement; (ii) was not the result of the negligence of the Claiming Party; and (iii) which, by the exercise of due diligence, the Claiming Party was unable to avoid or cause to be avoided. A claim of Force Majeure may not be based on: (i) Buyer's inability to economically use electricity purchased under this Agreement; (ii) Buyer's election to close, sell, abandon or materially curtail or discontinue operation of Buyer's facilities due to any economic circumstance; (iii) a Party's inability to acquire electricity at a particular price; or (iv) a Party's ability to sell electricity at a price above the Contract Price.

(b) Where Buyer is the Claiming Party, Buyer will provide notice to Seller of any event of Force Majeure immediately upon Buyer becoming aware of the applicable event of Force Majeure. Such notice shall be initially provided to Seller by telephone to the following number: 281-653-1651; provided that for any such claim of Force Majeure to be effective, Buyer will also promptly provide written notice of the event of Force Majeure to Seller in accordance with subparagraph (a) above.

18. Forward Contract: The Parties acknowledge and agree that this Agreement and the transaction(s) contemplated under this Agreement constitute a "forward contract" within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

19. Indemnification: SELLER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS BUYER, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY CLAIMS, DAMAGES AND ACTIONS OF ANY KIND ARISING FROM PERSONAL INJURY (INCLUDING WITHOUT LIMITATION, DEATH), TANGIBLE PROPERTY DAMAGE OR ANY OTHER DAMAGES ARISING FROM OR OUT OF ANY EVENT, CIRCUMSTANCE, ACT OR INCIDENT OCCURRING PRIOR TO THE DELIVERY POINT WITH RESPECT TO THE ELECTRICITY PROVIDED PURSUANT TO THIS AGREEMENT. BUYER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY CLAIMS, DAMAGES AND ACTIONS OF ANY KIND ARISING FROM PERSONAL INJURY (INCLUDING WITHOUT LIMITATION, DEATH), TANGIBLE PROPERTY DAMAGE OR ANY OTHER DAMAGES ARISING FROM OR OUT OF ANY EVENT, CIRCUMSTANCE, ACT OR INCIDENT OCCURRING AT AND FROM THE DELIVERY POINT WITH RESPECT TO THE ELECTRICITY PROVIDED PURSUANT TO THIS AGREEMENT.

20. Limitation of Remedies, Liability, Damages & Disclaimer of Warranties: FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY IS PROVIDED, SUCH EXPRESS REMEDY WILL BE THE SOLE AND EXCLUSIVE REMEDY. IF NO EXPRESS REMEDY IS PROVIDED, A PARTY'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. NEITHER PARTY WILL 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. THE PARTIES INTEND THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE 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 CHARACTERIZED OR DEEMED TO BE LIQUIDATED DAMAGES, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN, SELLER EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR ORAL, WITH RESPECT TO THE ELECTRICITY SUPPLIED UNDER THIS AGREEMENT, INCLUDING EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE LIMITATIONS SET FORTH IN THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT.

21. Modification of Agreement: Any alteration, deletion or addition to the Agreement shall be effective only if made in a written amendment executed by both Parties. No amendment or modification shall be made to this Agreement by course of performance, course of dealing or consumption of trade, or by the failure of a Party to object to a deviation from the terms of this Agreement.

22. No Third Party Beneficiaries; Relationship of the Parties: There are no third party beneficiaries to this Agreement. Seller and Buyer agree that nothing in this Agreement shall be construed to constitute or imply a joint venture, partnership or association or the creation or existence of any fiduciary duty, or similar obligation or liability between Seller and the Buyer.

23. Severability: If any provision of this Agreement is held to be invalid, its invalidity shall not affect the validity of any other provision of the Agreement.

24. Survival: All confidentiality, indemnity, liability limitation and disclaimer provisions, as well as any other provision that by its nature is intended to survive termination, will survive the termination of this Agreement.

25. Taxes: Buyer will reimburse Seller for all Taxes identified or incurred hereunder, whether imposed on Buyer or Seller. Seller may collect such Taxes from Buyer by increasing invoice charges for the amount of such Taxes. Buyer will notify Seller in writing of any exemptions from Taxes to which Buyer claims entitlement and will provide Seller with all exemption certificates and other information that may be required by taxing authorities or requested by Seller to support and confirm entitlement to such exemptions, and until such certificates and other information are provided, Seller will not recognize any exemption. "Taxes" shall mean those jurisdictional taxes identified in the Sales Confirmation.

26. UCC: Except as otherwise provided in the Agreement, the Uniform Commercial Code ("UCC") shall apply to this Agreement, and electricity shall be a "good" for purposes of the UCC.

27. Representations and Warranties: Each Party represents to the other that as of the Effective Date of this Agreement: (a) it is validly existing and in good standing in the jurisdiction of its formation; (b) it has not filed, does not plan to file, and has not had any bankruptcy proceeding filed against it; (c) execution of this Agreement has been duly authorized and is a valid and enforceable obligation; and (d) it is not a party to or subject to any commitment that may restrict or interfere with the delivery of electricity under this Agreement. Each Party further represents and warrants that it is in compliance with and will comply with all applicable local, state and federal laws and regulations, in all material respects. Buyer represents to Seller during the Term that: (a) the information provided concerning its ESA(s) is true and correct to its general knowledge; (b) any transactions entered into by Buyer related to this Agreement are understood by Buyer and made at Buyer's sole election in the exercise of independent judgment and Buyer assumes any risk associated with them; and (c) it is purchasing electricity for its commercial or industrial business, strictly for its own use, and the ESA(s) to be served hereunder are not classified by the applicable DSP as a residential customer.

28. Venue/Governing Law/Waiver of Jury Trial: In the event of any dispute, controversy or claim between the Parties arising out of or relating to this Agreement or the breach, termination or invalidity thereof (collectively, a "Dispute"), the Parties shall attempt in the first instance to resolve such Dispute through direct negotiations between the Parties. If such negotiations do not result in a resolution of the Dispute within ten (10) business days after written notice by a Party to the other Party describing the Dispute and requesting direct negotiations, then the exclusive venue for the resolution of all Disputes shall be the Federal or State courts located in Houston, Texas. This Agreement will be interpreted in accordance with the substantive and procedural laws of the State of Texas with each party waiving any right it may have to a trial by jury in respect of any proceedings relating to this Agreement. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDINGS RELATING TO THIS AGREEMENT.

29. Notices: All notices, invoices, other formal communications which either Party may give to the other under or in connection with this Agreement shall be in writing and shall be sent by any of the following methods: hand delivery; reputable overnight courier; certified mail, return receipt requested; or email. The communications shall be sent to the following addresses, and shall be effective when received:

Seller Notices:

(Contract Issues)

To: BP Energy Retail Company LLC
Address: 201 Helios Way
Houston, TX 77079
Attn: Customer Care
Phone: (877) 432-4530
Email: RetailCustomerCare@bp.com and RetailContractAdmin@bp.com
FEIN: 20-5936915

(Payments)

Email: RetailRemitAdvice@bp.com

(Notices of Default)

Email: RetailNoticesofDefault@bp.com and RetailCustomerCare@bp.com

Buyer Notices:

(Contract Issues)

Attn: ____________________
Address: ____________________
____

Phone: ____________________
Email: ____________________
Federal Tax ID No.: ______________

(Invoicing)
Attn: ____________________
Phone: ____________________
Email: ____________________

30. Counterparts: This Agreement may be executed through the use of PDF/email or electronic signatures which shall constitute "original" signatures.

31. Buyer's Signatory: This Agreement shall be executed on behalf of Buyer by a person who is authorized to sign contracts such as this so that it constitutes a valid and enforceable obligation on Buyer. That said, if requested by Seller, Buyer will provide a letter of authorization ("LOA") acceptable to Seller which confirms that Buyer's signatory is empowered to bind Buyer to the terms herein.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement effective as of the Effective Date written above.

"BUYER"	**"SELLER"**
City of Maumee	**BP Energy Retail Company LLC**
By: ____________________	By: ____________________
Name: ____________________	Name: ____________________
Title: ____________________	Title: ____________________

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SALES CONFIRMATION

FIXED+SECURE

This Sales Confirmation supplements, forms a part of and is expressly subject to that certain Master Retail Electricity Sales Agreement (the 'Master Agreement') dated January 30, 2025, as may be amended from time to time, (which is incorporated herein for all purposes, and along with this Sales Confirmation, is collectively referred to as the 'Agreement') between **City of Maumee** ('Buyer') and **BP Energy Retail Company LLC** ('Seller'). Buyer and Seller may be individually referred to as 'Party' or collectively as 'Parties'. Terms that are capitalized but not otherwise defined in this Sales Confirmation shall have the meaning(s) ascribed to such terms in the Master Agreement or as defined in the applicable ISO tariff. In the event of inconsistency between the terms of this Sales Confirmation and the terms of the Master Agreement, the terms and conditions of the Sales Confirmation shall prevail. The Parties have agreed to transact as set forth below.

Sales Confirmation Effective Date: **January 30, 2025**

Start Date: The Service Start Date shall be the utility meter read occurring on or about **05/01/2025**

End Date: The Service End Date shall be the utility meter read occurring on or about **05/01/2026**

Term: **12** Months

Pricing: Buyer will pay, for any Usage during the Term, an amount equal to (1) Metered Usage multiplied by the Contract Price (or the Transition Price, if applicable), (2) charges associated with Pricing Components marked with a 'P' in Figure 1 and (3) any Other Charges not included in the Contract Price and specified in this Sales Confirmation.

Contract Price: The Contract Price shall be $XX.XX per MWh, inclusive of Ohio Commercial Activity Tax ("CAT").

Price Components: As shown in Figure 1, Buyer shall be invoiced on a pass-through basis for those Price Components that are marked with a 'P'. Price Components marked with 'F' shall be included in the Contract Price.

Figure 1:

Energy Charge	F
Capacity Charge	F
Ancillary & Settlement Charges/Credits	F
Auction Revenue Rights	F
Renewable Portfolio Standards Charge ("RPS")	F

The Contract Price does not include the following items ("Other Charges") which will be Passed Through:

1. DSP charges and credits invoiced to Seller by the applicable DSP for each Delivery Point.

2. Any taxes and assessments imposed on the retail sales of electricity, including sales tax, reimbursement for miscellaneous gross receipts taxes and reimbursement for PUC assessment fee. This can include all federal, state, municipal and local taxes, duties, fees or other charges imposed on Seller by any governmental authority, directly or indirectly, with respect to the

electricity and other related products and services provided by Seller to Buyer's Service Accounts including any taxes enacted after the Effective Date.

3. Seller will pass-through CAT only for those Price Components that are marked with a "P" in Figure 1 above.

The Contract Price includes Capacity Charge; provided, however, Seller may adjust that component of the Contract Price starting June 1, 2026 based on a change in Buyer's UCAP Obligation and Final Zonal Net Load Price as defined by PJM. Such adjustment shall be passed-through without markup.

General Definitions

1. Ancillary & Settlement Charges/Credits - Applicable charges and/or credits for ancillary services and other ISO charges and credits as set forth in the applicable ISO Tariff and for other ISO costs not otherwise included in any of the defined cost components set forth herein. Applicable Ancillary Service Charges will be allocated based on Buyer's $/MWh share of Seller's total portfolio costs for Ancillary Services.

2. Auction Revenue Rights - Annual distribution to firm transmission service customers which entitles holders to receive allocation of revenues from Annual FTR Auction(s).

3. Capacity Charge - A charge for fulfilling resource adequacy requirements imposed by the ISO or otherwise.

4. ISO - ISO means the applicable Independent System Operator.

5. Load Zone - A geographic area established by the applicable ISO from which the ISO derives aggregated data of MW-Hour net energy for load, and for which the ISO publishes prices used for settlement purposes. The applicable Load Zone(s) for Seller's account(s) are set forth in Figure 2.

6. Renewable Portfolio Standards Charge ('RPS') - A charge for the market-based and/or ISO-administered costs, where applicable, reasonably calculated by Seller to satisfy Renewable Portfolio Standard requirements associated with Buyer's Delivery Point(s), specified in Figure 2.

7. Service Account Number - The unique numerical identifier of a meter for which Buyer requests service as specified in Delivery Point (s) Table, Figure 2.

8. **Transmission Charge ('NITS')** - The charge for Network Integration Transmission Service as identified in the applicable ISO Tariff for the provision of transmission service by the ISO within the DSPs service territory.

9. **Transmission Enhancement Charge ('TEC')** - Charges incurred by Seller to satisfy transmission enhancement projects as identified in the applicable ISO Tariff.

Miscellaneous Provisions

On-Site Generation Disclosure: The Buyer hereby represents and warrants to Seller that there is no existing on-site generation installed at any of Buyer's Delivery Point(s) set forth in this Sales Confirmation, except as listed in Table 1 below. For any anticipated Material Reduction in Metered Usage related to new (or increased) self-generation, Buyer shall provide written notice to Seller no less than ninety (90) days prior to the anticipated change. Material Reduction shall mean Buyer's Metered Usage reduces by more than 15% as compared to Baseline Usage. If Seller determines that Buyer's Metered Usage has materially changed as a result of new or increased self-generation, Seller may add to the amount paid by Buyer, as specified in the Pricing section above, the amount necessary to account for Seller's incremental costs resulting from or likely to result from the change in Metered Usage.

Table 1:

Facility Name	Generation Type	Nameplate Capacity

Baseline Usage: 'Baseline Usage' shall mean the average twelve (12) months of usage identified in Table 2.

Table 2 (MWh):

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
295	266	272	286	317	341	357	323	285	268	251	242

Usage Beyond Expiration: In the event Buyer does not timely execute a new agreement prior to the Service End Date, whether by expiration or termination, then electricity supply services may continue hereunder following the Service End Date on a month to month basis until a new agreement is executed upon mutual agreement of the Parties (the 'Transition Period'). In lieu of the pricing described in this Agreement, Buyer shall pay Seller an amount during the Transition Period for full requirements service and a market adjusted price as determined by Seller in its sole and exclusive discretion for the relevant Delivery Point for the Account(s) plus $5.00 per MWh (the 'Transition Price' or 'TP'). The amount owed by Buyer to Seller during the Transition Period shall be the product of the Transition Price and the Metered Usage adjusted to include Distribution and Transmission Losses.

Adding and Deleting Accounts: Buyer is permitted to add or delete ESAs provided that there is no Event of Default by Buyer, and any such ESA to be added is located within the DSP area currently served by Seller. In the event that ESAs are added and/or deleted, the Parties shall modify the Service Accounts list accordingly subject to a 10% Metered Usage change allowance as compared to Baseline Usage provisions contained within the Sales Confirmation. The Parties hereby agree that a formal written Addendum to the Sales Confirmation shall be required if Service Accounts are simply being added/deleted without any additional changes to the respective Sales Confirmation.

Billing and Payment Terms: The Delivery Point(s) set forth shall be billed according to Bill Ready bill methodology. Applicable to this Sales Confirmation, payment shall be due to Seller twenty (20) days after the billing date on the Buyer's invoice or the transmittal date on the email, whichever is later.

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Creditworthiness, Deposit Requirements and Rate of Interest Paid on Deposits: Please see the 'Performance Assurance' section of the Master Agreement. Additionally, no interest shall be paid on any Performance Assurance held by the Requesting Party. Performance Assurance shall be returned to the Receiving Party upon the Requesting Party's determination, in its reasonable discretion, that the Receiving Party's creditworthiness or ability to perform under the Master Agreement has become satisfactory. If Seller is the Requesting Party, it may apply any Performance Assurance to any final invoice and will promptly refund any excess to Buyer when service is terminated.

Customer Protection Rules: Except for sections of the Customer Protection Rules for Competitive Retail Electric Service Providers (Chapter 4901:1-21) ('Rules') enacted by the Public Utility Commission of Ohio ('PUCO') that cannot be waived, Buyer, as a Mercantile Customer (as defined in the Rules), hereby waives the Rules (as now in effect or subsequently amended) to the extent permitted by law. If there is any conflict between the Rules and this Agreement, the Parties acknowledge that this Agreement will control to the extent permitted by law and such Rules.

Payment History: Buyer has the right to request from Seller, no more than twice within a twelve-month period, up to twenty-four (24) months of Buyer's payment history without charge.

Switching Fees: If applicable, the electric utility may charge switching fees to Buyer.

To make Inquiries and Complaints, Discuss Charges or Invoices, Terminate Service, or Transact any other Pertinent Business: retailcustomercare@bp.com or (877) 432-4530 (toll free).

For Emergencies, Outages and Equipment Service, call your respective DSP ('wires' company) below. For verification purposes, use your DSP Account Number.

DSP	Contact Number
Duke Ohio	(800) 543-5599
Dayton (DPL)	(877) 468-8243
First Energy for Toledo Edison	(888) 544-4877
First Energy for Ohio Edison	(888) 544-4877
First Energy for The Illuminating Company	(888) 544-4877
AEP Ohio Power	(800) 672-2231
AEP Columbus Southern	(800) 672-2231

Signatures on next page.

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IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Sales Confirmation effective as of the Sales Confirmation Effective Date. This Sales Confirmation will not become effective as to either Party unless and until executed by both Parties.

"BUYER"	**"SELLER"**
City of Maumee	**BP Energy Retail Company LLC**
By: ______________________	By: ______________________
[Signature]	[Signature]
Name: ______________________	Name: ______________________
Title: ______________________	Title: ______________________
Date: ______________________	Date: ______________________

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Figure 2

Delivery Point(s):

	DSP Account Number	Service Address	City	State	Zip Code	Load Zone	Utility	Est Start Date
1	08005612515000377905	1401 Ford St	Maumee	OH	43537	FE OHIO	ATSITE	4/28/2025
2	08005612515001432927	2503 7th St	Maumee	OH	43537	FE OHIO	ATSITE	4/29/2025
3	08005612512670092222	400 Conant St	Maumee	OH	43537	FE OHIO	ATSITE	4/28/2025
4	08005612515000169935	2111 Cass Rd	Maumee	OH	43537	FE OHIO	ATSITE	4/25/2025
5	08005612512950093543	133 E Broadway St School	Maumee	OH	43537	FE OHIO	ATSITE	4/28/2025
6	08005612515000385703	6801 Russell Rd Traf Lite	Maumee	OH	43537	FE OHIO	ATSITE	5/5/2025
7	08005612515000035405	101 Illinois Ave Sign	Maumee	OH	43537	FE OHIO	ATSITE	5/21/2025
8	08007801995001511653	700 Mingo Dr Unit B	Maumee	OH	43537	FE OHIO	ATSITE	4/28/2025
9	08005612515000269630	2903 Key St	Maumee	OH	43537	FE OHIO	ATSITE	4/25/2025
10	08005612515000034217	621 Conant St Sign	Maumee	OH	43537	FE OHIO	ATSITE	5/21/2025
11	08005612512550008481	2750 7th St Pmp	Maumee	OH	43537	FE OHIO	ATSITE	4/29/2025
12	08007801995001658063	110 E John St	Maumee	OH	43537	FE OHIO	ATSITE	4/28/2025
13	08005612512490000737	214 Illinois Ave	Maumee	OH	43537	FE OHIO	ATSITE	4/28/2025

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14	080056125125300 09051	559 Greenfield Dr Sxn6	Maumee	OH	43537	FE OHIO	ATSITE	4/25/2025
15	080056125120300 92927	111 E Wayne St B	Maumee	OH	43537	FE OHIO	ATSITE	4/28/2025
16	080083367424900 33054	1031 River Rd Barn	Maumee	OH	43537	FE OHIO	ATSITE	4/29/2025
17	080056125125300 20633	1631 Key St	Maumee	OH	43537	FE OHIO	ATSITE	4/25/2025
18	080083348124900 33049	1031 River Rd Oal Museum	Maumee	OH	43537	FE OHIO	ATSITE	4/29/2025
19	080056125125300 17959	592 Longbrow Dr Pmp	Maumee	OH	43537	FE OHIO	ATSITE	4/28/2025
20	080056125150003 77907	1403 Arrowhead Rd	Maumee	OH	43537	FE OHIO	ATSITE	4/28/2025
21	080078019950016 94027	150 E Indiana Ave	Maumee	OH	43537	FE OHIO	ATSITE	4/28/2025
22	080056125150002 35264	2442 River Rd	Maumee	OH	43537	FE OHIO	ATSITE	4/29/2025
23	080056125150017 11826	456 W Dussel Dr Cold Stora	Maumee	OH	43537	FE OHIO	ATSITE	4/28/2025
24	080056125130000 04277	1344 Anderson St Shelt	Maumee	OH	43537	FE OHIO	ATSITE	4/29/2025
25	080056125130000 04986	210 Illinois Ave Wt Twr	Maumee	OH	43537	FE OHIO	ATSITE	4/28/2025
26	080056125150012 49388	100 W Dudley St	Maumee	OH	43537	FE OHIO	ATSITE	4/28/2025
27	080056125125000 18865	111 E Wayne St Lgts	Maumee	OH	43537	FE OHIO	ATSITE	4/28/2025
28	080056125150000 96422	2115 Cass Rd Pool	Maumee	OH	43537	FE OHIO	ATSITE	4/25/2025

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29	08005612512580092754	210 Illinois Ave	Maumee	OH	43537	FE OHIO	ATSITE	4/28/2025
30	08005612512470032554	402 E Broadway St	Maumee	OH	43537	FE OHIO	ATSITE	4/28/2025
31	08005612512500009885	120 W Sophia St	Maumee	OH	43537	FE OHIO	ATSITE	4/28/2025
32	08005612512900093113	2503 River Rd Tower	Maumee	OH	43537	FE OHIO	ATSITE	4/29/2025
33	08007801995001686585	2502 Valley Dr	Maumee	OH	43537	FE OHIO	ATSITE	4/29/2025
34	08007801995001641538	2921 River Rd	Maumee	OH	43537	FE OHIO	ATSITE	4/29/2025
35	08005612515001289278	1425 Reynolds Rd	Maumee	OH	43537	FE OHIO	ATSITE	4/25/2025
36	08005612515000260121	5930 Monclova Rd	Maumee	OH	43537	FE OHIO	ATSITE	4/28/2025
37	08005612515000260838	220 Illinois Ave	Maumee	OH	43537	FE OHIO	ATSITE	4/28/2025
38	08005612512500023506	512 E William St Tens	Maumee	OH	43537	FE OHIO	ATSITE	4/28/2025
39	08005612512500009851	120 W Sophia St	Maumee	OH	43537	FE OHIO	ATSITE	4/28/2025
40	08005612515000353670	101 Clinton St	Maumee	OH	43537	FE OHIO	ATSITE	4/28/2025
41	08005612512490032948	950 River Rd Lift	Maumee	OH	43537	FE OHIO	ATSITE	4/28/2025
42	08005612515000035329	101 W Broadway St Sign	Maumee	OH	43537	FE OHIO	ATSITE	5/21/2025
43	08005612515000034369	101 W Dudley St Sign	Maumee	OH	43537	FE OHIO	ATSITE	5/21/2025

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44	080056125150000 34189	602 Michigan Ave Sign	Maumee	OH	43537	FE OHIO	ATSITE	5/21/2025
45	080056125124800 21942	501 Ford St Apt A	Maumee	OH	43537	FE OHIO	ATSITE	4/28/2025
46	080056125125300 19687	906 Key St	Maumee	OH	43537	FE OHIO	ATSITE	4/29/2025
47	080056125150000 34446	101 River Rd Sign	Maumee	OH	43537	FE OHIO	ATSITE	5/21/2025
48	080056125150003 43234	701 1/2 Conant St	Maumee	OH	43537	FE OHIO	ATSITE	4/25/2025
49	080056125150015 30196	1051 Anthony Wayne Trail	Maumee	OH	43537	FE OHIO	ATSITE	4/25/2025
50	080078019950002 37851	702 Carew Ln	Maumee	OH	43537	FE OHIO	ATSITE	4/29/2025
51	080083348124900 33020	1021 River Rd Ofc	Maumee	OH	43537	FE OHIO	ATSITE	4/29/2025
52	080056125150000 34308	101 W Wayne St Sign	Maumee	OH	43537	FE OHIO	ATSITE	5/21/2025
53	080056125125500 08246	1802 7th St Pmp	Maumee	OH	43537	FE OHIO	ATSITE	4/29/2025
54	080056125150000 34216	415 Conant St Sign	Maumee	OH	43537	FE OHIO	ATSITE	5/21/2025
55	080056125124800 07179	1140 Cass Rd	Maumee	OH	43537	FE OHIO	ATSITE	4/29/2025
56	080072428422400 21028	1675 Michigan Ave	Maumee	OH	43537	FE OHIO	ATSITE	4/25/2025
57	080056125125200 27713	456 W Dussel Dr Twr	Maumee	OH	43537	FE OHIO	ATSITE	4/28/2025
58	080056125120900 90280	600 Dussel Dr Guar	Maumee	OH	43537	FE OHIO	ATSITE	4/25/2025

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59	08005612515000034314	666 White St Sign	Maumee	OH	43537	FE OHIO	ATSITE	5/21/2025
60	08005612512500009866	120 W Sophia St Gar	Maumee	OH	43537	FE OHIO	ATSITE	4/28/2025
61	08008336742490033092	1035 River Rd Turtle	Maumee	OH	43537	FE OHIO	ATSITE	4/29/2025
62	08005612512480021937	419 Ford St	Maumee	OH	43537	FE OHIO	ATSITE	4/25/2025
63	08007801992480010929	202 Conant St	Maumee	OH	43537	FE OHIO	ATSITE	4/28/2025
64	08005612515000145996	710 Mingo Dr	Maumee	OH	43537	FE OHIO	ATSITE	4/28/2025
65	08005612512520014588	1648 Cass Rd	Maumee	OH	43537	FE OHIO	ATSITE	4/29/2025
66	08005612515000377908	698 W Dussel Dr	Maumee	OH	43537	FE OHIO	ATSITE	4/28/2025
67	08005612512520028359	1317 Eastfield Dr Ball	Maumee	OH	43537	FE OHIO	ATSITE	4/25/2025
68	08005612512420090466	210 Illinois Ave Bldg	Maumee	OH	43537	FE OHIO	ATSITE	4/28/2025
69	08008334812490033068	1031 River Rd Church	Maumee	OH	43537	FE OHIO	ATSITE	4/29/2025
70	08005612515000091486	102 E William St	Maumee	OH	43537	FE OHIO	ATSITE	4/28/2025
71	08007801992480019565	90 Elizabeth St	Maumee	OH	43537	FE OHIO	ATSITE	4/28/2025
72	08007801995001641689	2015 Key St	Maumee	OH	43537	FE OHIO	ATSITE	4/25/2025
73	08005612512530019719	1000 Key St	Maumee	OH	43537	FE OHIO	ATSITE	4/29/2025

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74	08007801992520014836	1805 Cass Rd Pmp	Maumee	OH	43537	FE OHIO	ATSITE	4/25/2025
75	08005612515000093033	601 Conant St	Maumee	OH	43537	FE OHIO	ATSITE	4/25/2025
76	08005612515001264395	212 Illinois Ave	Maumee	OH	43537	FE OHIO	ATSITE	4/28/2025
77	08008336742490033087	1033 River Rd Flan	Maumee	OH	43537	FE OHIO	ATSITE	4/29/2025
78	08007546003000012789	501 Ford St B	Maumee	OH	43537	FE OHIO	ATSITE	4/28/2025
79	08005612512630091479	Baseball Field Storage Barn 2115 Cass Rd	Maumee	OH	43537	FE OHIO	ATSITE	4/25/2025
80	08005612513000009193	40 Conant St Lgts	Maumee	OH	43537	FE OHIO	ATSITE	4/28/2025
81	08005612515000284836	1396 Michigan Ave	Maumee	OH	43537	FE OHIO	ATSITE	4/29/2025
82	08005612513000002644	2225 River Rd	Maumee	OH	43537	FE OHIO	ATSITE	4/29/2025
83	08005612512520014889	2115 Cass Rd St Nd	Maumee	OH	43537	FE OHIO	ATSITE	4/25/2025
84	08005612515001369896	109 W Broadway St Lot Lights	Maumee	OH	43537	FE OHIO	ATSITE	4/28/2025
85	08007801995001658064	110 E John St	Maumee	OH	43537	FE OHIO	ATSITE	4/28/2025
86	08005612512020092925	100 W Dudley St B	Maumee	OH	43537	FE OHIO	ATSITE	4/28/2025
87	08005612512520022481	1909 Crystal St Pmp	Maumee	OH	43537	FE OHIO	ATSITE	4/29/2025
88	08005612515000145994	700 Mingo Dr	Maumee	OH	43537	FE OHIO	ATSITE	4/28/2025

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89	08005612515000377909	6200 Salisbury Rd	Maumee	OH	43537	FE OHIO	ATSITE	4/28/2025
90	08005612515001489526	1051 Anthony Wayne Trail Signalized Intersection	Maumee	OH	43537	FE OHIO	ATSITE	4/25/2025
91	08005612512490032169	299 River Rd	Maumee	OH	43537	FE OHIO	ATSITE	4/28/2025
92	08005612512480007165	1140 Cass Rd	Maumee	OH	43537	FE OHIO	ATSITE	4/29/2025
93	08005612512530011634	4269 Heatherdowns Blvd Lite	Toledo	OH	43537	FE OHIO	ATSITE	4/25/2025

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CPV Retail Energy

Contract ID: Contract_Number

Commodity Supply Agreement

Subject to the terms and conditions set forth herein CPV Retail Energy LP ("Seller") agrees to sell and deliver, and Customer_Name ("Buyer") agrees to purchase and accept the quantity of electricity, as estimated by Seller necessary to meet Buyer's full requirements for electricity supply based upon consumption data obtained by Seller or the delivery schedule of the Buyer's electric distribution utility ("TDU"). Seller is not affiliated with and does not represent the TDU. The amount of electricity supplied under this Agreement is subject to change based upon data reflecting Buyer's consumption obtained by Seller or the TDU's delivery schedule. The TDU will continue to deliver the electricity supplied by Seller. Unless otherwise expressly noted in this Agreement, Seller may select such sources of energy as it deems appropriate to meet its obligations under this Agreement. Buyer and Seller agree to the terms set out in this Commodity Supply Agreement and its applicable Schedules (collectively the "CSA"), and the Terms and Conditions ("Ts&Cs") attached hereto and incorporated by reference as if fully set forth herein (CSA and Ts&Cs, collectively shall be referred to as the "Agreement"). The Effective Date of this CSA is Contract_Date. Any ambiguity between this CSA and the Ts&Cs will be governed by this CSA. Any ambiguity between this CSA and any other CSA with respect to the same Accounts will be governed by the CSA last executed. Capitalized terms are defined within the text of this Agreement, or by any applicable ISO, TDU or State law. Any ambiguity between the defined terms herein and any applicable ISO, TDU or State law will be governed by the defined terms herein. The price that Customer will pay for electricity generation supply during the Initial Term for all Accounts listed on Appendix A is set forth below and includes both the Commodity Rate and applicable Cost Components as identified below.

Buyer:	Customer_Name	**Seller:**	**CPV Retail Energy LP** License/Certificate No. 22-107958E
Business Address:	Legal_Contact_Address	Business Address:	2245 Texas Drive, Suite 400
City:	Legal_Contact_City	City:	Sugar Land
State:	Legal_Contact_State	State:	TX
Zip Code:	Legal_Contact_Zip	Zip Code:	77479
Contact:	Legal_Contact_Name	Contact:	Customer Care
Phone Number:	Legal_Contact_Phone	Phone Number:	833-628-4218
Email Address:	Legal_Contact_Email	Email Address:	retailcustomercare@cpv.com

Product:	Fixed Commodity Price - See Cost Component Treatment below	
Supply Term:	Start Date: See Schedule A	End Date: First regularly scheduled meter read on or after End_Date
Commodity Rate ($/kWh):	Total_Fixed_Price_kWh	
Cost Component Treatment:	Energy Cost	
	Basis Cost	
	Ancillary Services and Load Allocated Uplift Cost	
	Line Loss Cost	
	Renewable Portfolio Standards Cost	
	Auction Revenue Rights Cost	
	Reliability Must Run Cost	
	Capacity Cost	
	Taxes	
	Product Legend: Fixed Price "FP" means fixed in the Commodity Rate unless there is a Change in Law or Material Change as defined in this Agreement. Fixed Pass-Through "FPT" means these items are fixed in the Commodity Rate at currently known rates and quantities, but Seller may pass through increased cost incurred during the Supply Term at cost and without markup. Pass-Through "PT" means passed through at cost and without markup.	
Account(s):	See Schedule A	
Forecasted Monthly Usage:	See Schedule A	

CPV Retail Energy

Contract ID: Contract_Number

Special Provisions: Buyer warrants, represents and covenants that Buyer is a Mercantile Customer pursuant to Ohio Revised Code Section 4928.01(A)19. The Parties agree that the terms of this Agreement shall solely control the purchase and sale of the goods and services hereunder. The Buyer's TDU may charge it a switching fee. Buyer has the right to request from Seller, up to twice a year, up to twenty-four months of Buyer's payment history without charge. Commodity Rate includes Ohio CAT Taxes as known as of the Effective Date of this CSA. If Buyer selects a consolidated bill from the TDU, then the Purchase of Receivables (POR) discount rate in effect at the time of billing will be included as a cost for any Cost Component that is passed-through.

The undersigned representative of the Buyer is duly authorized to execute this Agreement and bind the Buyer to this Agreement. By signing this Agreement, Buyer hereby agrees to all Terms and Conditions and authorizes the TDU to provide to CPV Retail Energy LP all information relative to Buyer's utility accounts, including, but not limited to, consumption history, load profiles, payment history and 12 months of interval-metered data, if available for the accounts listed herein, and authorizes the TDU to complete the switch to Seller for electricity supply service in accordance with the TDU's tariffs and applicable statutes and regulations. This authorization shall remain in effect until notice is provided by the undersigned.

Buyer:	Customer_Name	**Seller:**	**CPV Retail Energy LP**
By:		By:	
Printed Name:		Printed Name:	
Title:		Title:	
Date:		Date:	

Once executed, please send ALL PAGES of this document to retailcontracts@cpv.com

CPV Retail Energy

Contract ID: Contract_Number

Schedule A – Effective Date: Contract_Date

This Schedule A is part of the CSA with an Effective Date of Contract_Date; by and between CPV Retail Energy LP and Customer_Name.

State Definitions:

a. "Ancillary Service and Load Allocated Uplift Cost" means the costs incurred by PJM for the purchase of wholesale electric services and products required to maintain reliable operation of the transmission system as it moves electricity from generating sources to Buyer as well as other PJM administrative services.
b. "Auction Revenue Rights Cost" means the costs resulting from PJM's Annual Auction Revenue Rights Allocation.
c. "Basis Cost" means the cost difference between the load zone clearing price within which Buyer's Account is located and the HUB clearing price selected by Seller.
d. "Capacity Rate" means PJM's installed capacity rate (measured in $/kW-Day).
e. "Capacity Cost" means Capacity Rate multiplied by the CPLS.
f. "CPLS" means Capacity Peak Load Share, adjusted for zonal scaling factors and forecast pool requirements (measured in kW).
g. "Energy Cost" means the costs associated with serving Buyer's wholesale electricity needs.
h. "Line Loss Cost" means the TDU's line loss factor for each Account multiplied by applicable energy costs.
i. "Renewable Portfolio Standards Cost" means the costs associated with meeting renewable portfolio standards required by applicable Law.
j. "Reliability-Must-Run Cost" means the costs imposed by PJM resulting from its need to purchase capacity to ensure system reliability through the continuation of certain generators that are otherwise subject to closure.
k. "TDU" means the applicable electric distribution company providing service to Buyer's Accounts
l. "TPLS" means Transmission Peak Load Share adjusted for zonal scaling factors (measured in kW).

Account(s): CPV RETAIL Energy has no obligation to enroll or supply electricity to any account(s) that are not identified below.

TDU	Account Number	Service Address	City	State	Zip	Bill Option	Start Date*	Current CPLS KW	Future CPLS^ KW	Current TPLS KW	Future TPLS^ KW
LDC	Account_ID	Account_Address	Account_City	ST	AccntZipCd	UCBDual	EnrollDt	CPLC	NPLC	CNSPL	NNSPL

*Standard Switch (SS): Buyer uses this type of transaction to change electric provider. The actual switch date will occur on the applicable TDU's first available meter read date on or after the Start Date. If the switch does not occur as scheduled, then the switch will occur on the next available meter read date. Buyer understands and acknowledges that third parties (e.g., TDU, ISO, etc.), independent of Seller, are in part responsible for a timely switch, and Buyer will have no recourse against Seller for any switch delayed due such third-party actions or inactions. Delays caused by Seller's negligence will result in credit to the Buyer if applicable. The amount of the credit will be agreed upon by both parties as a result of good faith negotiations.

^These Future values were used to price the next Plan Year (after the current year) and all subsequent Plan Years as far as the Supply Term is concerned, if applicable. If these Future values were unknown as of the Effective Date, then the Current values were used to price all Plan Years throughout the Supply Term. For definitions of Plan Year please see applicable ISO rules or TDU tariff.

CPV Retail Energy

Contract ID: Contract_Number

Billing Address: **The billing address for each Account above will be the Service Address unless a single address is listed below.**

Buyer:	
Business Address:	
Contact:	
Phone Number:	
Email Address:	

Forecasted Monthly Usage:

Month	kWh
Volume_Month	Volume_Total_kWh
Total	TermVolume_Total_kWh

CPV Retail Energy

Contract ID: Contract_Number

Terms and Conditions – Effective Date: Contract_Date

These Terms and Conditions ("Ts&Cs") apply to and are incorporated into any Commodity Supply Agreement, including applicable schedules (collectively, "CSA") entered into by Buyer and Seller which references these Ts&Cs. Buyer and Seller may hereinafter be referred to individually as "Party" or collectively as "Parties". Capitalized terms are defined within the text of this Agreement, or by any applicable ISO, TDU or State law.

1. **Definitions:**
   a. "Account" means the device used by any TDU to measure and settle a Buyer's demand and/or usage.
   b. "Commodity Rate" – see CSA for applicable commodity rate.
   c. "Interest" means 1.5% per month.
   d. "ISO" means the applicable Independent System Operator; for example, the Electric Reliability Council of Texas, the New York ISO, Pennsylvania-New Jersey-Maryland Interconnection, New England ISO, Mid-West ISO, and California ISO.

2. **Payment Terms:** If Buyer is in a market where the TDU provides a consolidated bill, then Buyer may be billed by the TDU for the TDU's and Seller's fees and charges. In such case, payment terms will be defined by each, applicable TDU. If Seller bills Buyer for Seller's charges, either with or without the TDU's fees and charges, Buyer will make payment within sixteen (16) days of the invoice date. Late payments will incur a one-time late payment charge of 5% of the unpaid balance due (late payment charge and unpaid balance, together "Unpaid Balance"). The Unpaid Balance will accrue Interest until paid, or the highest rate allowed by law, whichever is less. Additionally, a charge of $25.00 will be assessed for each returned check or rejected ACH. If there is a good faith dispute regarding any of Seller's charges and fees (i.e., not the TDU charges and fees or Taxes), Buyer will pay the undisputed amount and provide Seller with documentation to support the amount disputed. If Buyer disputes TDU charges and fees or Taxes, Buyer agrees to pay Seller's invoice in full and then seek its remedy directly from the entity assessing the disputed TDU charges and fees or Taxes. The Parties will attempt to expeditiously resolve the dispute with respect to Seller's charges and fees and upon determination of the correct amount the Party owing it shall pay it within two (2) business days of resolution of the dispute. Thereafter such amount will be treated as a late payment in accordance with this Agreement. Seller may use estimated usage if actual metered usage is not timely received from the TDU. In such case, applicable adjustments will occur in subsequent invoices after receipt of actual usage. All invoices will be final twelve (12) months from the date of the invoice or any specific adjustment to the invoice is made.

3. **Term, Holdover:** The Term of this Agreement is as set forth on Schedule A. The Term shall commence on the date referenced on Schedule A, and shall continue for the period designated in Schedule A. The Term for the initial period is referred to as the "Initial Term". Unless otherwise agreed to, upon completion of the Initial Term this Agreement will renew on a month-to-month basis until terminated by either party (the "Holdover Term"). If the Supply Term of any CSA expires without renewal or terminates for any reason where, in either case, Seller continues to supply electricity to Buyer then Seller will calculate Buyer's invoice(s) during such Holdover Term as follows: ((PJM's applicable, published real-time index rate for the Accounts plus $0.0200/kWh) multiplied by the applicable metered usage, adjusted for Line Losses) plus (all other retail cost and charges incurred by Seller in supplying electricity to Buyer's Account(s) reasonably calculated), plus Taxes if applicable. This Holdover Term will continue to be governed by this Agreement on a month-to-month basis until either Party terminates the Agreement. Where Seller terminates any such month-to-month holdover supply service, other than for non-payment, which is addressed elsewhere in this Agreement, it may switch the Account(s) to the applicable TDU standard service, whether default service or otherwise.

4. **Creditworthiness:** During the Supply Term, Seller may request Buyer to provide financial information necessary for Seller to assess Buyer's financial condition. If based on such information or information publicly available, Seller determines in its reasonable discretion that Buyer is not creditworthy, Seller may require Buyer to provide sufficient collateral, in an amount and form reasonably determined by Seller, to support Buyer's obligations under this Agreement ("Performance Assurance"). If requested, Buyer will provide Performance Assurance within three (3) business days of receipt of such request.

5. **Events of Default, Early Termination and Remedies:** The occurrence of any of the following shall be deemed an "Event of Default" under this Agreement: (a) the failure of Buyer to make payment when due if such failure is not cured within five (5) business days of notice; (b) the failure of Buyer to provide Performance Assurance as obligated herein; (c) the failure of either Party to perform any other obligation hereunder which is not excused by Force Majeure or cured within ten (10) business days of written notice of same; (d) a Party becomes bankrupt or insolvent; or (e) any TDU disconnects service to one or more of Buyer's Accounts as a result of Buyer's non-performance. If either Party terminates this Agreement, or supply of service to any Account, early ("Termination for Convenience"), the terminating Party shall give the non-terminating Party thirty (30) days advance written notice or as much notice as is reasonably possible if the termination of supply or service will occur sooner. Upon an Event of Default or Termination for Convenience, the non-defaulting/non-terminating Party shall have the right to terminate this Agreement (or supply service to any such Account) and collect as liquidated damages, any "positive value of this Agreement". The "positive value of this Agreement" will be calculated as follows: (i) if Buyer is the defaulting/terminating Party, the difference between the Commodity Rate minus the Current Market Rate multiplied by the remaining usage; or (ii) if Seller is the defaulting/terminating for convenience Party, the difference between the Current Market Rate minus the Commodity Rate multiplied by the remaining usage. In either case, only if the resultant number is positive, will liquidated damages be owed. For purposes of this section, in the case where Buyer defaults/terminates for convenience, Current Market Rate means the rate at which Seller could reasonably sell a like agreement (e.g., remaining volumes, load shape, product, etc.) and without margin, to another like buyer and, in the case where Seller defaults/terminates for convenience, Current Market Rate means the rate at which Buyer could reasonably replace this Agreement (e.g., remaining volumes, load shape, product, etc.) from another like retail electric provider. Any amount owed after such calculation shall be paid within three (3) business days of the invoice date. The Parties agree that the foregoing liquidated damage calculation is a reasonable estimate of the damages

and not a penalty. Buyer hereby waives any claims, defenses, or other rights related to contending that the foregoing liquidated damages constitute a penalty or are otherwise unenforceable.

6. **Assignment:** Buyer may not assign this Agreement or any of its rights or obligations under this Agreement without the express written consent of the Seller, which consent shall not be unreasonably withheld. Seller may, without the consent of Buyer, (a) sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement or receivables purchase program, (b) assign this Agreement to another energy supplier, energy services company or other entity, (c)assign this Agreement to any affiliate or to any party succeeding to a substantial portion of the assets of Seller, or (d) pledge or assign this Agreement as collateral to any entity requiring same of Seller. Any such assignment or pledge shall be subject to all the provisions and conditions of this Agreement. Any assignment in violation of this Paragraph will be deemed void.

7. **Buyer Generation:** Buyer may install generation capability, such as diesel, natural gas, or solar generation facilities, etc. ("Buyer Generation"); ***provided, however,*** Buyer must provide Seller with ninety (90) days advance written notice prior to the date electric production begins and if the change in Buyer's actual metered usage results in a Material Change as defined in this Agreement, then the Material Change provision still applies.

8. **Confidentiality:** Neither Party shall disclose the terms of this Agreement to a third party (other than the Party's affiliates, employees, lenders, counsel, consultants, accountants, and other parties who have a need to know of them and that agree to keep such terms confidential), except to comply with obligatory law, order or regulation.

9. **Force Majeure:** Seller will make commercially reasonable efforts to provide electricity hereunder but Seller does not guarantee a continuous supply of electricity to Buyer. Certain causes and events out of the control of Seller ("Force Majeure Events") may result in interruptions in service. Seller will not be liable for any such interruptions caused by a Force Majeure Event, and Seller is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the TDU (including, but not limited to, a facility outage on electric facilities), or any other cause beyond Seller's control.

10. **Forward Contract:** The Parties acknowledge and agree that this Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

11. **LIMITATION OF LIABILITY; WAIVER:** FOR BREACH OF ANY PROVISION WHERE AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF THE BREACHING PARTY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER DAMAGES OR REMEDIES HEREBY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, THE LIABILITY OF THE BREACHING PARTY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES IN TORT, CONTRACT OR OTHERWISE. FURTHER, BUYER ACKNOWLEDGES AND AGREES THAT NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESS OR IMPLIED, IS GIVEN OR INTENDED TO ARISE OUT OF THE AGREEMENT EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN AND SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

12. **Taxes:** Buyer will be responsible for the payment of all Taxes imposed on Buyer with respect to the sale, delivery and purchase of the commodities hereunder. "Taxes" shall mean without limitation, all ad valorem, property, occupation, utility, gross receipts, sales, use, franchise, assessment fees, excise and other taxes, governmental charges, reimbursable taxes, emission allowance costs, licenses, permits and assessments, and any such similar taxes other than taxes levied on Seller's net income. If applicable, Buyer will be responsible for providing sales tax exemption certificates. Until provided, Seller will not recognize any such exemption and Seller will not be responsible for the collection of any Tax paid in error prior to such notice being made.

13. **Notices:** All notices to be provided hereunder shall be in writing and may be sent by overnight courier, first class mail or hand delivered. Notices to Buyer shall be delivered to its Business Address located on the front page of any applicable CSA unless it is blank, in which case one of its Service Addresses will be deemed its notice address. Notices to Seller shall be delivered to CPV Retail Energy LP, 2245 Texas Drive, Suite 400, Sugar Land, Texas 77479, Attn: Legal Department.

14. **Disclaimer of Reliance:** Buyer expressly warrants and represents that no promise, agreement, representation, inducement, or condition which is not herein expressed has been made to Buyer by Seller or any agent or representative of Seller in executing this Agreement. Buyer further warrants and represents Buyer is not relying upon any such promise, agreement, representation, inducement, or condition in executing this Agreement and hereby disclaims reliance on and waives any and all claims arising out of the same. Buyer represents and warrants that it is relying solely upon its own judgment in forming this Agreement, or that of its energy consultant or legal counsel, and Buyer understands Seller is relying upon all of Buyer's representations, including this Disclaimer of Reliance provision, in entering into this Agreement.

15. **Representations and Warranties:** As of the Effective Date hereof, each Party represents and warrants to the other that: (a) it is duly organized, validly existing and in good standing both in the jurisdiction of its formation and in the jurisdiction where the Accounts receiving electricity under this Agreement are located; (b) it has all regulatory authorizations, permits and licenses necessary for it to legally perform its obligations under this Agreement and such performance shall not violate any of the terms or conditions in its governing documents, any contract to which it is a party or any law, rule or regulation applicable to it; (c)

there are no bankruptcy, insolvency, receivership, reorganization or similar proceedings pending or being contemplated by it or to its knowledge, threatened against it; (d) it has reviewed and understands this Agreement and the execution, delivery and performance of this Agreement has been duly authorized and is a valid and enforceable obligation; and (e) it is not a party to or subject to any commitment that may restrict or interfere with the delivery or receipt of electricity under this Agreement. Buyer further represents and warrants to Seller during the Supply Term that: (a) it intends to operate its business in substantially the same manner as it has in the previous 12 months and that the Forecasted Monthly Usage and, if applicable, its current TPLS, CPLS or peak load reasonably reflect Buyer's anticipated Usage; and (b) the information provided concerning its Accounts is true and correct. Buyer understands that Seller is relying on such representation to price and hedge, if applicable, Buyer's Forecasted Monthly Usage and any operational deviation caused by Buyer's actions or inactions could cause material damage to Seller.

16. Governing Law, Venue and Attorney's Fees: This Agreement will be interpreted in accordance with the substantive and procedural laws of the State of Ohio without giving effect to laws and rules governing conflicts of laws. . If a proceeding is commenced to resolve any dispute that arises out of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees from the other Party, including out-of-pocket costs incurred from such proceeding, in addition to any other relief to which such prevailing Party may be entitled.

17. Waiver of Trial by Jury: EACH PARTY HERETO WAIVES KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL FOR ALL MATTERS ARISING OUT OF OR RELATED TO THIS AGREEMENT.

18. Information Release Authorization: Buyer authorizes Seller to obtain and review information regarding Buyer's credit history from credit reporting agencies and the following information from the TDU: consumption history, billing determinants, account number, load profiles, payment history and 12 months of interval-metered consumption, tax status, and eligibility for economic development or other incentives and other information necessary to support Buyer's obligations under this Agreement. This information may be used by Seller to determine whether it will commence and/or continue to provide energy supply service to Buyer and will not be disclosed to a third party unless required by law. Buyer's execution of this Agreement shall constitute authorization for the release of this information to Seller. Consistent with applicable regulatory requirements, Seller will hold in confidence all information obtained by Seller from Buyer related to the provision of services under this Agreement and which concern energy characteristics and use patterns, except that Seller may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing Buyer in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify Buyer. Further, if Buyer is represented by a third party aggregator, broker or consultant ("Buyer's Representative") with respect to the terms of this Agreement or any other commodity agreement, Buyer hereby authorizes Seller to disclose information and other data to Buyer's Representative including but not limited to this Agreement, invoices and payment information.

19. General: It is the intention of the Parties that this Agreement contains all terms, conditions and protections in any way related to or arising out of, the sale and purchase of the commodity(ies), and supersedes, for the Supply Term, all prior agreements between the Parties, whether written or oral. This Agreement may not be modified or amended except in a written form duly executed by the Parties hereto; provided, however, electronic messages sent by one Party and acknowledged by the other, agreeing to amend an existing, fully executed written Agreement, shall be deemed a writing signed by authorized representatives of both Parties. Examples of what may be amended through such electronic messages, includes, but is not limited to, a change in the Buyer's billing address or a request for the addition or deletion of Accounts from any valid CSA. There are no third-party beneficiaries to this Agreement. No waiver of any obligation under this Agreement will be effective unless such waiver is in a writing signed by an officer of the Party granting the waiver and no such failure to enforce a provision of this Agreement will be construed as a waiver of same or any other provision on any occasion. If any provision of this Agreement is held to be invalid, its invalidity shall not affect the validity of any other provision of this Agreement. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same agreement. In addition, the Parties agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. The Parties further waive any right to challenge the admissibility or authenticity of this Agreement in a court of law based solely on the absence of an original signature.

20. Change in Law; Regulatory Change: This Agreement is subject to present and future legislation, orders, rules, regulations, or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Change in Law") which impacts any term, condition or provision of this Agreement including, but not limited to rate, Seller shall have the right to modify this Agreement to reflect such Change in Law or terminate the Agreement. If the Change in Law causes Seller to incur any increased costs, Seller is authorized to invoice Buyer for actual costs with no mark-up and Buyer will be obligated for payment of same in accordance with the terms of this Agreement. If the Seller seeks to terminate the Agreement due to Change in Law, then Seller shall provide at least 30 day written notice prior to termination to the Buyer.

21. Full Swing: Seller agrees the Commodity Rate and Applicable Cost Component treatment will not change due to changes in monthly actual metered usage by one hundred percent (100%) or less as compared to the forecasted monthly usage for the same month shown on Schedule A due to weather or other unforeseen circumstances beyond the reasonable control of Buyer. For the avoidance of doubt, Full Swing only relates to changes in actual metered usage beyond the reasonable control of the Buyer and does not include any changes in actual metered usage under the control of Buyer addressed in **Section 22, Material Changes in Buyer Operations Allowing Modifications to Fixed Price.**

22. Material Changes in Buyer Operations Allowing Modification to Fixed Price: Buyer is obligated to inform Seller, as soon as reasonably possible, if there is a change in Buyer's operations that will materially impact its electricity demand (Capacity Peak Load Share or Transmission Peak Load Share) and/or usage during the term of this Agreement including, but not limited to, installation of Buyer Generation, changes in hours of operation, facilities, business process, or other changes under the control of the Buyer that may impact the cost to provide electricity supply to Buyer ("Material Change"). Seller and Buyer agree that a Material Change as it relates to actual metered usage (not inclusive of Capacity Peak Load Share or Transmission Peak Load Share) only occurs if Buyer increases or decreases actual metered usage in three (3) consecutive months greater than twenty-five percent (25%) as compared to the forecasted usage for the same three (3) consecutive months shown on Schedule A. In the event of a Material Change, Seller may revise and restate Buyer's Commodity Rate and/or Cost Components at current market rates to reflect any increase to the cost to serve Buyer based on Buyer's changed operations.

The Parties, through their duly authorized representative's signatures below, have executed these Terms and Conditions as of the Effective Date.

Buyer:	Customer_Name	**Seller:**	**CPV Retail Energy LP**
By:		By:	
Printed Name:		Printed Name:	
Title:		Title:	
Date:		Date:	

DYNEGY

ELECTRIC SERVICE AGREEMENT
EXHIBIT A – Standard Large Stable-Capacity
Issued: MM DD YYYY

This offer is presented to **CUSTOMER NAME** ("Customer") by **DYNEGY ENERGY SERVICES EAST, LLC** ("Supplier") and represents a price for Customer's full requirement retail power ("Retail Power") needs at the service location(s) listed in Table 2, each service location referred to as an ("Account"). Upon acceptance, this offer will become Exhibit A of Supplier's Electric Service Agreement Terms and Conditions ("Agreement"), a copy of which is attached. By signing this Exhibit A, Customer is authorizing Supplier to enroll each Account with the Utility ("Utility") noted in Table 1.

Table 1

Select Term:	Quote #:	Delivery Term Begins:	Delivery Term Ends:	Power Price (/kWh):	Sustainable Quantity (%):	Voluntary EFEC Quantity (%):
Capacity Charge:	Pass-Thru					
Utility:						
Regional Transmission Organization (RTO):						
Broker Consultant (If blank, N/A):						

Power Price: Supplier will arrange for delivery of Customer's Retail Power. The Power Price noted in Table 1 includes charges for energy, applicable Regional Transmission Operator, ancillary services and other market settlement charges, distribution and transmission energy losses, charges associated with the purchase, acquisition and delivery of renewable energy certificates (RECs) in accordance with the state-mandated Renewable Portfolio Standards ("RPS") requirements, if applicable, the charge for additional voluntary RECs, Voluntary EFECs and scheduling and load forecasting associated with the delivery of Customer's Retail Power. **THE POWER PRICE IN TABLE 1 DOES NOT INCLUDE CHARGES FOR CAPACITY.**

Capacity Charge: Supplier will secure capacity relative to the supply of all electricity during the Term of this Agreement in accordance with the RTO business practices, policies, rules, regulations, or tariffs. Charges for capacity will appear as a separate line item on Customer's monthly invoice and shall be billed as follows: The monthly charge will be dependent upon 1) Customer's then current capacity obligation or Capacity Peak Load Contribution ("PLC") as determined by the Utility, including any applicable Utility zoning factors, 2) the Final Zonal Capacity Prices (the "Current Capacity Rate") as determined by RTO, and 3) the number of days in the billing period.

Sustainable Quantity: If applicable in Table 1, the Power Price in Table 1 will include a charge associated with the Voluntary REC Quantity requested by Customer. Retail Power shall be associated with the generation of electricity from a renewable energy resource such that the percentage required, when added to Customer's obligation under the RPS of this Agreement, shall equal the Voluntary REC Quantity (%) selected in Table 1.

The Parties agree and understand a REC is separate from the Retail Power being delivered but, nonetheless, constitutes value associated with the provision of Retail Power. It is understood and agreed that any RECs purchased and retired in accordance with the aforesaid state mandate is not the property of Customer, and Customer has no claim, interest, or right to said RECs, or any value derived therefrom.

Voluntary EFEC Charge: If applicable in Table 1, the Power Price in Table 1 will include a charge associated with the Voluntary EFEC Quantity requested by Customer.

Emission Free Energy Certificates: Supplier agrees to provide emission free energy supply based on Customer's specified percentage as set forth herein. Emission free energy supply may be provided through an Emission Free Energy Certificate ("EFEC"), an Alternative Energy Certificate ("AEC"), a Zero Emission Certificate ("ZEC"), or any other recognized instrument representing emission free energy, collectively a "Certificate." Each Certificate represents the environmental and fuel diversity attributes of one megawatt-hour of electricity generated by an eligible emission free source. Certificates will be provided in an amount equivalent to the value shown in Table 1 of the Customer's actual net usage over the term of the Agreement. Upon written request from Customer, Supplier will provide Customer with an attestation that (a) Certificates were generated in an amount equivalent to the percentage of Customer's actual net usage as provided herein, and (b) each Certificate has not been previously contracted and cannot be claimed by any other customer. The Certificate may be provided from the obligation year or an earlier vintage year. Customer shall be entitled to (i) identify, and (ii) make marketing claims regarding the purchase of Certificates under this Agreement only after Supplier has reviewed and provided its written consent. Notwithstanding the foregoing, Customer understands the physical output and associated electrons from the generation source of the Certificates may not be generated on the same electric grid as the Customer's premises.

Customer will incur additional service and delivery charges from the EDU, and Customer is solely responsible for payments of all charges related to the delivery of electricity from the EDU.

NET METERING. Customer must enroll, and be accepted in, as applicable by state law, Utility's net metering program in order to participate in net metering with Supplier.

The validity, interpretation and performance of this Agreement shall be governed by and performed in accordance with the laws of the State of Ohio. Notwithstanding any language in this Agreement to the contrary, the electricity sold by Supplier to Customer is deemed to be "a good" for purposes of the Uniform Commercial Code of Ohio, and the parties agree that the provisions of the Uniform Commercial Code of Ohio shall apply to this Agreement.

This offer is contingent on acceptance by the Utility of the enrollment of Customer with Supplier. By signing below, you certify that 1) you are authorized on behalf of Customer to enter into this Agreement with Supplier, 2) Customer has read the Terms & Conditions of this Agreement and agrees to be bound by them, and 3) Customer authorizes Supplier to enroll the Account(s) listed in Table 2 with the Utility which will allow Supplier to provide retail electricity.

IN WITNESS WHEREOF, subject to any of the foregoing execution conditions, the Parties have executed and delivered this Agreement on the date last signed by the Parties.

OPERATING COMPANY		**CUSTOMER NAME**	
By:		By:	
Name:		Name:	
Title:		Title:	
Date:		Date:	
		** Signatory certifies authorization to enter into this Agreement	

BILLING AND NOTICE INFORMATION

FEIN or DUNS #: ______________________

☐ Check here if you are a local government entity subject to the Ohio Prompt Payment Requirements Act as defined by ORC 126.30/OAC 126-3- 01.

If applicable, see Section 4 of the Terms & Conditions for below:

☐ Check here to receive one master invoice that includes detailed usage by Account. If blank, an individual invoice for each Account will be issued.

☐ Check here if you want invoices mailed to the Service Location, Attn: Accounts Payable. Otherwise, please complete invoice information below.

Invoices	**(Complete below info)**	**Notices**	
Attn:		Attn:	
Address:		Address:	
E-Mail:		E-Mail:	
Phone:		Phone:	

Sales Contact		**Notices/Inquiries**	
Name:	Brooke Muck	Name:	Customer Care
Address:		Address:	6555 Sierra Drive Irving, TX 75039
E-Mail:		E-Mail:	businesscare@vistracorp.com
Phone:		Phone:	888-451-3911 Option 3

Upon dual execution and delivery to Supplier, this Agreement is binding. Please retain a copy for your records and send a signed copy to Supplier. Supplier will forward all necessary documents to the Utility.

ELECTRIC SERVICE AGREEMENT

ACCOUNT INFORMATION SHEET FOR
CUSTOMER NAME AS OF MM DD YYYY

Table 2 Utility:			
#	Account #	Bill Group	Service Location

ELECTRIC SERVICE AGREEMENT
GENERAL TERMS AND CONDITIONS

This Electric Service Agreement ("Agreement") is between Supplier and Customer and is dated and effective as of the date the Exhibit A is signed by both parties. To the extent there is a conflict in the terms, interpretation or understanding of this Agreement and Exhibit A, the terms of Exhibit A shall supersede the terms of this Agreement.

1. ELECTRIC ENERGY SERVICES

Supplier shall supply and deliver to Customer and Customer shall exclusively purchase and receive from Supplier all Retail Power as defined in Exhibit A, pursuant to the terms and conditions which are described in the attached Exhibit A and incorporated herein for all purposes. The Retail Power will be delivered to the interconnection between the transmission system of the applicable transmission provider and the Utility's ("Utility") distribution system ("Delivery Point"). Customer's Utility will be responsible for delivery of Retail Power to Customer's meter from the Delivery Point. The delivery of Retail Power over the Utility's distribution system is subject to the terms and conditions of the Utility's tariff relating to delivery and metering. Customer's Utility will send Customer a notice confirming the switch to Supplier for electricity (the "Confirmation"). Customer shall provide written notice as soon as practicable of any changes to Customer's Account and meter numbers and/or billing locations associated with Customer's delivery services. Customer is solely responsible for payments of all charges related to the delivery of the Retail Power from the Utility whether billed to Supplier or Customer. Customer represents and warrants it is eligible to receive electric energy services from Supplier and that it has given all required notices to the supplier currently serving Customer, if applicable.

2. TERM OF AGREEMENT

After Supplier and the Utility process Customer's enrollment request, Retail Power delivery will begin for each Account with the first available meter reading date of the month noted under "Delivery Term Begins" in Table 1 or as soon as possible thereafter, and ends with the regularly scheduled meter reading date for the month noted under "Delivery Term Ends" in Table 1 on Exhibit A ("Term"). At the end of the Term of this Agreement, Supplier will return Customer to Utility default service, unless a written amendment has been executed to renew the Term. Notwithstanding the foregoing, the Term is subject to renewal pursuant to the conditions under Section 3, Monthly Renewal.

3. MONTHLY RENEWAL

This Agreement shall automatically continue on a monthly basis ("Renewal Term") at the rates determined by Supplier, which may vary from month to month. If Customer has not notified Supplier that Customer has elected to obtain Retail Power from another retail supplier, then Supplier may in its sole discretion place Customer on Renewal Term service or Supplier may return Customer to Utility default service, thereby terminating this Agreement.

4. PAYMENTS/INVOICES

Supplier will issue an invoice via mail or e-mail based on actual usage data provided by the Utility as soon as practicable after the end of each Monthly Billing Cycle in which service was provided. Each invoice will include Supplier charges set forth in this Agreement and payments shall be received by Supplier within twenty-one (21) Calendar Days following the issue date of each invoice, the "Due Date". Alternatively and upon mutual agreement of the Parties and approval by Utility, Supplier may issue an invoice that includes both Supplier charges set forth in this Agreement and the Utility's delivery service charges, in which case the Due Date shall be reduced to fourteen (14) days. All payments shall be made via an electronic method or check to the account specified on each invoice. Should the Utility fail to provide the customer's usage information to Supplier within five (5) Business Days after the published meter read date, Supplier reserves the right to provide the Customer with an estimated bill to be trued up in an invoice that follows receipt of the actual bill. Amounts not paid on or before the Due Date shall be deemed delinquent and a late payment charge equivalent to one and one-half percent (1.5%) will be assessed each month on the unpaid balance ("Interest Rate"). If Customer in good faith disputes the correctness of any invoice rendered under this Agreement, then Customer shall 1) provide written explanation of the basis of the dispute to Supplier no later than the Due Date and 2) pay the undisputed portion of the amount invoiced no later than the Due Date. If the disputed amount is determined to have been due by Supplier, it shall be paid to Supplier within five (5) Business Days of such determination, along with interest at the Interest Rate from and including the date such amount was due, but excluding the date paid. For purposes of this Agreement, "Business Day" shall mean any day except a Saturday, Sunday, or a Federal Reserve Bank holiday, and "Calendar Day" shall mean every day including Saturday, Sunday and Federal Reserve Bank holidays.

Alternatively, if eligible, Customer will receive a single bill from the Utility that contains Supplier charges set forth in this Agreement and Utility charges. Customer will make payments to the Utility according to the Utility's billing rules and schedules. Failure to pay Supplier charges may result in the Account(s) being returned to the Utility's standard service and forfeiture of Customer's right to choose another retail electric service provider until past due amounts are paid. Failure to pay invoice charges may result in the Account(s) being disconnected in accordance with the Utility's business practices. If, due to Utility rules, any Account(s) become ineligible for a single bill from the Utility at any time during contract, then Supplier will issue an invoice for all ineligible Account(s). Supplier's invoice will reflect the Power Price for Retail Power times the kWh each month for those accounts billed by supplier, and Customer will make payments to Supplier in the terms described above in Supplier billing.

If Customer is a state government entity as defined by its local government Prompt Payment Requirements Act indicated in Exhibit A, then, in such event, said Act shall control with regard to the calculation of payment due dates and late payment charges. All other provisions in this paragraph remain the same and are in effect.

5. CUSTOMER INFORMATION

Customer authorizes Supplier to receive current and historical energy billing and usage data from the Utility and such authorization shall remain in effect unless Customer rescinds such authorization in writing. Supplier reserves the right to cancel this Agreement in the event that Customer rescinds such authorization. Customer has the right to request from Supplier, twice within a twelve (12) month period without charge, up to twenty-four (24) months of Customer's payment history.

6. TAXES

Except for taxes on the gross income and property of Supplier, all federal, state, and municipal or other governmental subdivision taxes, assessments, fees, use taxes, sales taxes or excise taxes, or similar taxes or fees incurred by reason of Retail Power sold under this Agreement are the sole responsibility of Customer. It is understood that Supplier is responsible for all taxes applicable prior to Supplier's delivery to the Delivery Point, and Supplier agrees to hold harmless and indemnify Customer from any liability, demand or payment for same.

7. CREDIT

Should Customer's creditworthiness or financial condition deteriorate following the date of this Agreement, Supplier may request adequate financial security from Customer in a form acceptable to Supplier as determined in a commercially reasonable manner. The failure of Customer to provide adequate financial security to Supplier within ten (10) Business Days of a written request by Supplier shall be considered an Event of Default under Section 14. For purposes of this Section, creditworthiness or financial condition shall be determined by Supplier in a commercially reasonable manner, based upon but not limited to reasonable concern over Customer's payment pattern, discovery of negative or derogatory public information, and/or based upon a review of Customer's most recently audited annual financial statements or such other documents that may be necessary to adequately determine Customer's creditworthiness (which, if available, shall be supplied by Customer upon the reasonable request of Supplier). In addition the determination of creditworthiness or financial condition may include consideration of the market exposure assumed by Supplier relevant to the liquidation value of this Agreement under Section 14.

8. CONFIDENTIALITY

Subject to Ohio's Public Records Law, Ohio Revised Code Section 149.43, Customer and Customer's agents and Supplier and/or Supplier's agents shall treat as confidential all terms and conditions of this Agreement, including all information and documentation exchanged by the Parties during the negotiations of this Agreement. Neither Party will disclose terms and conditions of this Agreement to any other party, except as required by law. Notwithstanding the foregoing, Supplier and/or Supplier's agents and Customer and/or Customer's agents shall be allowed to acknowledge that an Agreement for Retail Power services does exist between the Parties. At Supplier's discretion, third-party agents of Customer may be asked to execute a confidentiality agreement.

9. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY

Supplier warrants title to all Retail Power delivered hereunder, and sells such Retail Power to Customer free from liens and adverse claims to the delivery point. THIS IS SUPPLIER'S ONLY WARRANTY CONCERNING THE RETAIL POWER PROVIDED HEREUNDER, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. UTILITY WILL PROVIDE DELIVERY SERVICES UNDER THIS AGREEMENT; THEREFORE SUPPLIER IS NOT LIABLE FOR ANY DAMAGES RESULTING FROM FAILURE BY THE UTILITY OR RTO. SUPPLIER DOES NOT GUARANTEE UNINTERRUPTED SERVICE AND SHALL NOT BE LIABLE FOR ANY DAMAGES SUSTAINED BY CUSTOMER BY REASON OF ANY FAILURE, ALTERATION OR INTERRUPTION OF SERVICE. NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE, INCURRED BY THE OTHER PARTY.

10. FORCE MAJEURE

If a Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement (the "Claiming Party") and gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. During the period excused by Force Majeure, the non-Claiming Party shall not be required to perform its obligations under this Agreement. "Force Majeure" shall mean an event or circumstance which prevents the Claiming Party from performing its obligations or causes delay in the Claiming Party's performance under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was agreed to, which is not within the reasonable control of, or the result of the negligence of the Claiming Party, and which, by the exercise of due diligence or use of good utility practice, as defined in the applicable transmission tariff, the Claiming Party is unable to overcome or avoid or cause to be avoided, such as, but not limited to: acts of God, fire, flood, earthquake, war, riots, strikes, walkouts, lockouts and other labor disputes that affect Customer or Supplier. Force Majeure shall not be based on 1) Customer's inability to economically use the Retail Power purchased hereunder, or 2) Supplier's ability to sell the Retail Power at a price greater than the price under this Agreement.

11. CHANGE IN LAW OR REGULATORY EVENT

In the event that any change in or enactment of any rule, regulation, Utility operating procedure, tariff, ordinance, statute, or law affecting the sale or transmission, distribution, or purchase or other obligation under this Agreement (including but not limited to any administrative ruling, interpretation, or judicial decision), or any new or increased charges to maintain system reliability affects Supplier's costs to deliver Retail Power, as determined in Supplier's reasonable discretion (a "Change in Law"), Supplier shall 1) provide written notice to Customer of the change, 2) specify the effect on price necessary to accommodate the Change in Law, and 3) state the date upon which such new pricing shall be effective, which date shall not be less than thirty (30) days from the date of the written notice and shall coincide with the next Monthly Billing Cycle invoice that follows the thirty (30) day period. Customer agrees that it shall be bound by the new pricing set forth in the written notice described in the foregoing provision.

12. ASSIGNMENT/CUSTOMER NAME CHANGE

This Agreement shall be binding on each Party's successors and permitted assigns. Neither Party shall assign this Agreement or its rights without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, 1) Supplier may assign its rights and obligations under this Agreement to an affiliate without consent of the Customer, or 2) the assigning party ("Assignor") shall be released from all liability under this Agreement if assignee agrees in writing to be bound by the terms and conditions and assumes the liability of Assignor under this Agreement.

If Customer undergoes a change of legal name during any term of this Agreement, Customer is responsible for notifying the Utility and Supplier of such change in Customer's legal name (such new name, the "New Name") as soon as practicable. Customer further agrees to take any and all steps as may be required by the Utility to continue as Supplier's customer or to re-enroll with Supplier.

13. WAIVER

Except as otherwise set forth in this Agreement, failure or delay on the part of either Party to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

14. EVENTS OF DEFAULT

Definition: An "Event of Default" shall mean, with respect to a defaulting party (the "Defaulting Party"), the occurrence of any of the following: (a) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within five (5) Business Days (as such term is defined in Section 4 above) after written notice of such failure; (b) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated; (c) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default, and except for such Party's obligations to deliver or receive where such Party has made payments due for such failure to deliver or receive) if such failure is not remedied within five (5) Business Days (as such term is defined in Section 4 above) after written notice by Supplier to Customer; (d) such Party (1) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (2) makes an assignment or any general arrangement for the benefit of creditors, (3) otherwise becomes bankrupt or insolvent (however evidenced), or (4) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets as part of bankruptcy proceeding or reorganization for the benefit of creditors; (e) the failure of Customer to satisfy the creditworthiness/collateral requirements under Section 7 of this Agreement; or (f) a Party consolidates or merges with or into, or transfers 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 the obligations of such Party under this Agreement, or the resulting, surviving or transferee entity does not satisfy the creditworthiness requirements/collateral requirement set forth in Section 7 of this Agreement (each, an "Event of Default").

<u>Suspension and Early Termination</u>: If an Event of Default occurs, the non-defaulting Party ("the Non-Defaulting Party") may, at its option and in its sole discretion, 1) suspend its performance under this Agreement, or 2) terminate this Agreement ("Early Termination"), at which Early Termination, the Non-Defaulting Party shall have the right to liquidate this Agreement and to demand payment of, which the defaulting Party ("the Defaulting Party") shall pay upon invoice, a settlement amount which shall be equal to a) if Customer is the Defaulting Party, any unpaid invoices plus the positive difference (if any), of the Power Price minus the Market Price multiplied by the Total Monthly Usage kWh in the Monthly Billing Cycles remaining in the Term or Renewal Term, or b) if Supplier is the Defaulting Party, the net result of any unpaid invoices by Customer to Supplier and the positive difference (if any) of the Market Price minus the Power Price multiplied by the Total Monthly Usage kWh in the Monthly Billing Cycles remaining in the Term or Renewal Term. Any such calculation shall be discounted to present value, plus other costs, expenses and charges under this Agreement which the Non-Defaulting Party incurs as a result of such Early Termination, in addition to and without prejudice to any right of setoff, recoupment, combination of accounts, lien or other right to which the Non-Defaulting Party is otherwise entitled, whether by operation of law, equity, contract or otherwise as a result of the Event of Default and early termination of this Agreement, subject to any limitations on liability as set forth in Section 9 WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY. For the purposes of this section, "Market Price" shall mean the amount, as determined by the Non-Defaulting Party, that a bona fide third party would pay for the subject kWh at the then current prevailing energy prices. The non-Defaulting Party may consider, among other things, quotations from the leading dealers in the wholesale energy industry, internally developed forward market prices and other bona fide third party offers as commercially available to the Non-Defaulting Party which will be adjusted, as necessary, for the period and differences in transmission costs, volume, and other factors, as reasonably determined by the Non-Defaulting Party.

15. MISCELLANEOUS

This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes and extinguishes any and all prior oral or written agreements between the parties concerning the subject matter of this Agreement. This Agreement may only be modified or amended through a written document signed by both parties. Except as otherwise set forth in this Agreement, failure or delay on the part of Supplier to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

16. FORWARD CONTRACT/NON-UTILITY ACKNOWLEDGEMENT

The Parties agree this Agreement is construed and understood to be a "forward contract" as defined by the U.S. Bankruptcy Code. Each party agrees that, for purposes of this Agreement, the other party is not a "utility" as such term is used in Section 366 of the U.S. Bankruptcy Code, and each party waives and agrees not to assert the applicability of the provisions of such Section 366 in any bankruptcy proceeding wherein such party is a debtor.

17. RESOLUTION OF DISPUTES/ARBITRATION

If a question or controversy arises between the Parties concerning the observance or performance of any of the terms, provisions or conditions contained herein or the rights or obligations of either Party under this Agreement, such question or controversy shall in the first instance be the subject of a meeting between the Parties to negotiate a resolution of such dispute. Such meeting shall be held within fifteen (15) days of a written request by either Party. If within fifteen (15) days after that meeting the Parties have not negotiated a resolution or mutually extended the period of negotiation, each party shall be permitted to commence with legal action.

18. EXECUTION

Customer may provide Supplier with an executed facsimile copy of the Agreement, or other form of an electronic execution of the Agreement, and in such event the Agreement is binding on the Parties upon acceptance and execution by Supplier, and shall be deemed an original.

19. CHANGES IN CONSUMPTION

Customer will provide Supplier advanced notification of any planned shut-downs or known or anticipated changes to Customer's operations that will have an impact on Supplier's ability to accurately forecast Customer's load and/or notice of any Account closings that may occur or may be expected to occur during the Term. Supplier may incorporate a request that Customer provide a periodic production or load forecast to aid in forecasting Customer's load requirements as part of the terms of this Agreement.

20. CUSTOMER SERVICE

For questions about your invoice or Supplier service, please contact our Customer Care Department by calling Supplier at the toll free number listed on the Notices Schedule. To report a service outage in an emergency or for any other questions, please contact your Utility directly.

COMPOST/GREEN WASTE DISPOSAL AGREEMENT

Terms And Conditions

1. SERVICES RENDERED; ORGANIC WASTE MATERIALS. The City of Maumee, 400 Conant Street, Maumee Ohio (herein known as "City") grants to Bauer Lawn Maintenance, Inc./Ohio Compost LLC, 10839 Sager Road, Swanton Ohio 43558 (herein known as "Company") the right to collect and recycle Customer's Organic Waste materials dropped off by residents of Maumee Ohio and the City of Maumee at Company's facility located at 10839 Sager Road, Swanton Ohio.

2. TERM. The initial term ("Term") of this Agreement is five (5) years from the date of acceptance of this agreement. This Agreement shall automatically renew thereafter for additional terms of year to year each ("Renewal Term") unless either party gives to the other party written notice of termination at least sixty (60) days prior to the termination of the then-existing Term. If the Company closes its operations, this agreement shall terminate and any fees paid by City shall be refunded on a prorate basis.

3.SERVICES. Bauer Lawn Maintenance Inc. is a registered Class IV composting facility that accepts source separated waste including grass clippings, leaves, brush, garden waste, tree trunks, Christmas trees, tree and shrub prunings. Company agrees to accept these separated wastes from the City of Maumee and Maumee residents during the hours and months that they are open for operation, which is typically April through November. Company shall be allowed to confirm the residency of any Maumee resident who is dropping off waste at Company's facility. City will provide any information Company deems necessary to confirm residency in Maumee. Company shall provide all land, personnel and equipment necessary to fulfill its obligations under this agreement. Company shall provide workers compensation coverage for Company's employees and maintain liability insurance related to its operations in an amount that shall not be less than one million dollars per occurrence and provide proof theirof to City.

4. CHARGES; PAYMENTS; ADJUSTMENTS. City shall pay an annual fee in the amount of $6,800 per year for the services furnished by Company within fourteen (14) days of the date of Company's invoice. The payments described in this Paragraph 4 shall be the only payments made by the City to Company under this Agreement. Company shall be responsible for all costs and expenses paid or incurred by Company in the provision and performance of her services under this Agreement, and the Company shall not be entitled to reimbursement for such costs and expenses from the City unless agreed by the parties.

5. CHANGES. Changes in the months and hours of operation may be agreed to orally, in writing, or by the actions and practices of the parties.

6. EQUIPMENT, ACCESS. All equipment furnished by Company shall remain the property of Company. Company warrants that Company's drop off lanes at the facility are sufficient to bear the weight of City vehicles.

7. INDEMNITY. The Company agrees to indemnify, defend and save City harmless from and against any and all liability which Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or recycling of City of Maumee or Maumee residents' Organic Materials, or (2) as a result of the disposal of City's Organic Materials, after the date of this Agreement.

8.INDEPENDENT CONTRACTOR RELATIONSHIP. In the provision of the consulting services by Company and in the performance of the duties, responsibilities and obligations set forth in this Agreement, it mutually is understood and agreed that Company is and shall be an independent contractor, responsible only for their own acts and omissions. This Agreement shall not be construed to create any relationship of partnership or joint venture. The City shall neither have nor exercise any control or direction over the manner or methods by which Company performs the services which are the subject of this Agreement. Company shall provide its own employees, supplies, and equipment. The sole interest of the City, is to ensure that the services provided by Company are performed and rendered in a competent, efficient and satisfactory manner and consistent with Company's professional qualifications. Company shall not be entitled to, be eligible for, or have any claim or rights to benefits from the City for wages or fringe benefits, PERS retirement contributions, health insurance, workers' compensation, vacation or sick leave, unemployment compensation or like benefits normally afforded employees of the City.

8. MISCELLANEOUS.

(a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, inclement weather, Acts of God, and inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events;

(b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns;

(c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, whether written or oral, that may exist between the parties;

(d) This Agreement shall be construed in accordance with the law of the state of Ohio; and

(e) All written notification required by this Agreement shall be by Certified Mail, Return Receipt Requested. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision.

9.FAIR MEANING. This Agreement shall be construed according to its fair meaning and as if prepared by all the parties.

10. TIME OF THE ESSENCE. Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Agreement.

11. HEADINGS. The headings used in this Agreement are for convenience of reference only and not intended to define, limit or describe the scope or intent of any provision of this Agreement.

12. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have signed or have caused this agreement to be signed by their authorized representatives as of the date first set forth below.

Bauer Lawn Maintenance Inc	City of Maumee
Ohio Compost LLC	
______________________________	______________________________
By:___________________________	By: Patrick Burtch-City Administrator

Date: March 2025

OPENGOV

OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number:	Q-06056	**Prepared By:**	Mike Langman
Created On:	02/28/2025	**Email:**	mlangman@opengov.com
Order Form Expiration:	03/14/2025	**Contract Term:**	34 Months
Subscription Start Date:	03/01/2025		
Subscription End Date:	12/31/2027		

Customer Information:

Customer:	City of Maumee, OH	**Contact Name:**	Jennifer Harkey
Bill To/Ship To:	400 Conant St. Maumee, Ohio 43537 United States	**Email:**	harkey-jennifer@maumee.org
		Phone:	419-897-7124

Order Details:

Billing Frequency: Annual

Payment Terms: Net 30 Days

SOFTWARE SERVICES:

Product Name	Start Date	End Date	Annual Fee
Budgeting & Planning	03/01/2025	12/31/2025	$29,429.56
Budgeting & Planning	01/01/2026	12/31/2026	$36,859.07
Budgeting & Planning	01/01/2027	12/31/2027	$38,702.03

PROFESSIONAL SERVICES:

Product Name	Description	Fee
Professional Services Deployment - Prepaid	Custom Deployment from OpenGov Professional Services team. Scope-dependent.	$52,200.31

Professional Services Total: $52,200.31

Customer Billing/Service Periods:

Period:	03/01/2025	$81,629.87
Period:	01/01/2026	$36,859.07
Period:	01/01/2027	$38,702.03

Order Form Legal Terms:

This Order Form incorporates the OpenGov Master Services Agreement ("MSA") attached here.

The "Agreement" between OpenGov and the entity identified above ("Customer") consists of the Order Form, MSA, and, if Professional Services are purchased, the Statement of Work.

Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms

OpenGov Master Services Agreement

The parties to this Master Services Agreement (this "Agreement") are OpenGov, Inc., a Delaware corporation ("OpenGov"), and the customer named in the signature block below ("Customer"). This Agreement, which becomes binding when the parties have signed it (the "Effective Date"), sets forth the terms under which Customer will be permitted to use OpenGov's hosted software services and receive professional services.

1. Definitions

1.1. "Customer Data" means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record). Customer Data does not include any confidential personally identifiable information.

1.2. "Documentation" means materials produced by OpenGov that provide information about OpenGov's software products and systems.

1.3. "Intellectual Property Rights" means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

1.4. "Order Form" means the document(s) separately executed by the parties or attached as an Exhibit, that specifies the Software Services that OpenGov will provide to Customer under this Agreement.

1.5. "Term" refers to the Initial Term defined in Section 6.1 plus all Renewal Terms defined in Section 6.2.

2. Software Services, Support, and Professional Services

2.1. Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the commercial-off-the-shelf software solutions identified in the applicable Order Form ("Software Services"). Software Services do not include any pre-release features, functionality, and/or software that Customer elects to use while they are in beta.

2.2. Support and Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov's standard business hours. Customer may report issues any time; however, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at opengov.com/service-sla, as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.

2.3. Professional Services

2.3.1. If OpenGov or its authorized independent contractors provides professional services to Customer, such as implementation services, then these professional services ("Professional Services") will be described in an applicable statement of work ("SOW") agreed to by the parties, which is incorporated by reference. Unless otherwise specified in the SOW, any pre-paid Professional Services must be utilized within one year from the Effective Date.

2.3.2. Relevant travel expenses are provided in the SOW. Any other travel expenses related to the performance of the Professional Services shall be pre-approved by and reimbursed by Customer.

3. Restrictions and Responsibilities

3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. In addition, Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services, including but not limited to load testing, or stress testing; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third-party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. Intellectual Property Rights; License Grants; Access to Customer Data

4.1. Software Services. OpenGov owns all interests and Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov. Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov grants Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

4.2. Customer Data. Customer Data and the Intellectual Property Rights therein belong to Customer. Customer grants OpenGov and its partners (such as hosting providers) a non-exclusive, royalty-free license to use, store, edit, and reformat Customer Data for the purpose of providing the Software Services. Customer further agrees that OpenGov and its partners may use aggregated, anonymized Customer Data for purposes of product enhancement, customer service, and data analysis. Insights gleaned from aggregated, anonymized Customer Data will belong to OpenGov.

4.3. Access to Customer Data. Customer may download Customer Data from the Software Services at any time during the Term, excluding during routine software maintenance periods.

4.4. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.4, upon the termination of this Agreement, Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices, which is to delete Customer Data 45 days after termination or expiration of the Agreement. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement. Such a request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice in Section 10.2.

4.5. Feedback. "Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate Feedback into the Software Services and Documentation. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. Confidentiality

5.1. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, and all Documentation.

5.2. Confidential Information does not include: (a) data that Customer has previously released to the public; (b) data that Customer would be required to release to the public upon request under applicable federal, state, or local public records laws; (c) Customer Data that Customer requests OpenGov make available to the public in conjunction with the Software Services; (d) information that becomes publicly known through no breach by either party; (e) information that was rightfully received by a party from a third party without restriction on use or disclosure; or (f) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

5.3. Each party agrees to obtain prior written consent before disclosing any of the other party's Confidential Information. Each party further agrees to use the other's Confidential Information only in connection with this Agreement. Each party further agrees to protect the other party's Confidential Information using the measures that it employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. If a party is required to disclose Confidential Information by law or court order, they must notify the other party in writing before making the disclosure to give the other party an opportunity to oppose or limit the disclosure.

6. Term and Termination

6.1. Initial Term. This Agreement begins on the Effective Date and ends on the date the subscription ends ("Initial Term"), according to the Order Form, unless sooner terminated pursuant to Section 6.3.

6.2. Renewal. This Agreement shall automatically renew for another period of the same duration as the Initial Term (each one is a new "Renewal Term") unless either party notifies the other party of its intent not to renew this Agreement in writing no less than 30 days before the end of the then-current term.

6.3. Termination for Cause. If either party materially breaches any term of this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching party, the non-breaching party may terminate this Agreement.

6.4. Termination for Non-Appropriation. For any term after the first full year of this Agreement, Customer may terminate this Agreement if it does not appropriate funds to continue this Agreement in a future fiscal year by providing notice in writing no less than 30 days before the end of the then-current term. Such termination shall be effective upon the expiration of the then-current term. To invoke termination under this section, Customer must use good faith efforts to secure the appropriate funds for the next year's fees.

6.5. Effect of Termination. Upon termination of this Agreement pursuant to Section 6: (a) Customer shall pay in full for all Software Services and Professional Services for the then-current annual term, (b) OpenGov shall stop providing Software Services and Professional Services to Customer; and (c) each party shall (at the other party's option) return or delete any of the other party's Confidential Information in its possession.

7. Payment of Fees

7.1. Fees; Invoicing; Payment; Expenses.

7.1.1. Fees. Fees for Software Services and for Professional Services are set forth in the applicable Order Form, and OpenGov will invoice Customer accordingly. Customer agrees to pay invoices within 30 days. Invoices are deemed received when OpenGov emails them to Customer's designated billing contact. Obligations to pay fees are non-cancelable, and payments are non-refundable.

7.1.2. Annual Software Price Adjustment. OpenGov shall increase the fees for the Software Services during any Renewal Term by 5% each year or as otherwise agreed upon in the applicable renewal Order Form.

7.1.3. Travel Expenses. OpenGov will invoice Customer for travel expenses provided in the SOW or Order Form as they are incurred. Customer shall pay all such valid invoices within 30 days of receipt of invoice. Receipts shall be provided for the travel expenses listed on the invoice.

7.2. Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law, (a) Customer will owe a late interest penalty of the maximum rate permitted by law and (b) If Customer's account remains delinquent (with respect to payment of an undisputed invoice) for 10 days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to 90 days to pursue good faith negotiations before pursuing termination in accordance with Section 6.3. Customer will continue to incur and owe all applicable fees irrespective of any such service suspension based on such Customer's delinquency.

7.3. Taxes. All fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("Sales Taxes"). Customer is solely responsible for all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax-exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

8. Representations and Warranties; Disclaimer

8.1. By OpenGov.

8.1.1. General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.

8.1.2. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, OpenGov will re-perform the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of the completion of Professional Services pursuant to the applicable SOW to receive such warranty remedies.

8.1.3. Software Services Warranty. OpenGov further represents and warrants that for the

Term, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of Customer discovering the defect. For any breach of the Software Services warranty, OpenGov will repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted. If OpenGov is unable to do so, Customer may terminate the license for such Software Services and will be entitled to recover all fees paid to OpenGov for the deficient Software Services.

8.2. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement; and (b) OpenGov's use of Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Limitation of Liability

9.1. By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2. By Amount.

9.2.1. OPENGOV'S LIABILITY. IN NO EVENT SHALL OPENGOV'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.2.2. CUSTOMER'S LIABILITY. IN NO EVENT SHALL CUSTOMER'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED

TO THIS AGREEMENT EXCEED EITHER THE FEES PAID BY CUSTOMER TO OPENGOV FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY OR CUSTOMER'S APPLICABLE INSURANCE LIMITS, WHICHEVER IS GREATER.

9.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's infringement of the other party's Intellectual Property Rights. In the event of any such claim, Customer's liability shall be limited to Customer's applicable insurance limits and OpenGov's applicable liability shall be limited to the insurance requirements in Section 10.1.

9.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. Miscellaneous

10.1. Insurance Limits. OpenGov shall maintain the following levels of insurance during the Term: (a) Commercial General Liability - $1,000,000 per occurrence, (b), Automobile Liability - $1,000,000 each accident, (c) Technology Errors & Omissions/Cyber Liability - $1,000,000 per claim, and (d) Worker's Compensation - as required by the applicable statutory amount in the state in which the employee resides.

10.2. Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.

10.3. Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone. For notices required by the Agreement the parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov's addresses for notice are: legal@opengov.com with a mailed copy to OpenGov, Inc., 660 3rd Street, Suite 100, San Francisco, CA 94107.

10.4. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.

10.5. Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.6. Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

10.7. Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.

10.8. Survival. The following sections of this Agreement shall survive termination: Section 5 (Confidentiality), Section 7 (Payment of Fees), Section 4.4 (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

10.9. Assignment. There are no third-party beneficiaries to this Agreement. Except as set forth in this Section 10.9, neither party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to its corporate affiliate or to any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement will benefit and bind permitted assigns and successors.

10.10. Independent Contractors. This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither party has any authority to bind the other.

10.11. Governing Law and Jurisdiction. This Agreement will be governed by the laws of Customer's jurisdiction, without regard to conflict of laws principles. The parties submit to personal jurisdiction and venue in the courts of Customer's jurisdiction.

10.12. Complete Agreement. OpenGov has made no other promises or representations to Customer other than those contained in this Agreement. Any additional or different terms in a purchase order or click-through agreement are expressly rejected by the Parties and are void. Any modification to this Agreement must be in writing and signed by an authorized representative of each party.

City of Maumee, OH		**OpenGov, Inc.**	
Signature	______________________	Signature	______________________
Name	______________________	Name	______________________
Title	______________________	Title	______________________
Date	______________________	Date	______________________

RESOLUTION NO. 006 -2025

A RESOLUTION IMPOSING A TEMPORARY MORATORIUM ON THE ESTABLISHMENT, EXPANSION, CONVERSION OF OTHER STRUCTURES OR BUILDINGS INTO A SUBSTANCE ABUSE OR MENTAL HEALTH TREATMENT FACILITY, AND A MORATORIUM ON THE ESTABLISHMENT, EXPANSION,CONVERSION, DEVELOPMENT AND/OR CONSTRUCTION OF ANY BUILDING, STRUCTURE, USE OR CHANGE OF USE THAT WOULD ALLOW ADDITIONAL TRANSITIONAL HOUSING FOR SIX OR MORE UNRELATED INDIVIDUALS FOR A PERIOD NOT TO EXCEED EIGHTEEN (18) MONTHS FROM THE EFFECTIVE DATE OF THIS RESOLUTION IN ORDER TO ALLOW THE CITY ADMINISTRATION AND CITY COUNCIL TIME TO REVIEW APPLICABLE OHIO STATUTES, CODES AND REGULATIONS ALONG WITH THE CITY'S CODIFIED ORDINANCES RELATIVE TO SUCH ACTIVITY, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to the Constitution of the State of Ohio and the Ohio Revised Code, the City of Maumee and other Ohio municipalities have the power to enact laws that are for the health, safety, and welfare of their citizens which may include restricting areas used for certain businesses and trades and for expansion of housing.

WHEREAS, this Council finds it to be in the best interest of the health, safety, and general welfare of the citizens of Maumee to adopt an eighteen month moratorium on the establishment, expansion, construction, conversion of treatment facilities for substance abuse or mental health treatment, or the use of motels, hotels, apartment buildings or other structures for transitional housing, or commencement of construction or rehabilitation of transitional housing within the City, while it undertakes a review and/or study of the ordinances of the City of Maumee, including zoning, building, and business regulation sections of the Maumee Codified Ordinances to assure that such facilities are properly zoned, safe for residential use, have management and security guidelines, are properly constructed or rehabilitated to mitigate the potential harmful impact such facilities can have on residential and commercial areas ; and

WHEREAS, City Council wishes to study the impact of these entities on the public health and safety of surrounding neighborhoods. Studies in other cities have shown that the saturation of cities or villages with numerous substance abuse or mental health facilities and/or transitional housing as defined herein, have an ultimately damaging effect on economic wellbeing of the people residing in facilities not designed for extended stays, community and reduced property values and reduced access to a healthy living environment. Additionally, studies have raised concerns about property values, safety and security in areas surrounding these facilities and housing.

WHEREAS, this Council will be able to enact reasonable regulations to protect the health, safety, welfare, peace, and comfort of the citizens of the City of Maumee more effectively if a moratorium is in place.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MAUMEE, LUCAS COUNTY, OHIO:

Section 1 - That the Council of the City of Maumee hereby imposes an eighteen (18) month moratorium on the consideration, approval or authorization of any additional licenses, permits, permitted uses, special uses, accessory uses or variances that would enable the of the granting of any permits, allow additional establishment, expansion, construction, conversion of motels, hotels, apartment buildings or other structures into substance abuse or mental health treatment facilities or allow for transitional housing as defined herein, or commencement of construction or rehabilitation of transitional housing within the City of Maumee. Said moratorium extends to the submission, consideration or approval of all applications for licenses, permits, general development plans, final development plans, special or accessory use permits, occupancy permits, building permits or the like. Transitional housing means residential units that lack individual kitchens, individual living areas and have one bedroom or less that is separated from the living area and kitchen area and is designed for temporary stays of one year or less. Applications for such uses subject to this moratorium will still be received and/or reviewed by the City and a determination will be made as to whether the moratorium applies to the applicant.

Section 2 - That this moratorium shall become effective on the date that this resolution, following its passage by the Council, shall remain in effect for eighteen (18) months following the date upon which it became effective unless extended upon a majority vote of the Council for a period of no more than an additional six (6) months if the Council finds such continuance is required to allow sufficient time for the administration to complete its study and recommend what action, if any, the City of Maumee should take to safeguard the public health, safety and welfare through the provision of adequate planning, zoning, land use, or other regulatory controls that are specifically applicable to activities covered under this resolution.

Section 3 - That this moratorium suspends and tolls the Maumee Codified Ordinances, any time periods prescribed by law, within which any official or official body of the City of Maumee, is required to take action upon an application for a permit, license, special use permit, building permit, site plan approval or the like, for such uses that no such application shall be deemed to be approved by the failure of any other public official or official body to approve or deny said application during the time when this moratorium shall be in effect.

Section 4 - That the City Administration is hereby directed to begin a study to recommend what action, if any, the City of Maumee should take to preserve the public health, safety and welfare through the provision of adequate planning, zoning, land-use, or other regulatory controls that are specifically applicable to such facilities and housing for individuals in treatment or recovery or receiving services related thereto.

Section 5 - If any section, phrase, sentence, or portion of this resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 6 - That it is found and determined that all formal actions of the Council of the City of Maumee concerning and relating to the adoption of this resolution were taken in an open meeting of the Council of the City of Maumee and that all deliberations of this City's Council and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

Section 7 - That this resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public health, safety and welfare of the citizens of the City of Maumee, the immediate emergency being the necessity to impose a temporary moratorium on the consideration, approval or authorization of any applications for any activities set forth herein in the City of Maumee to give City officials adequate time to consider what, if any, changes are required to current ordinances to adequately protect the public health, safety and welfare of the community; therefore, this resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

Motion to declare emergency: Second:
Yeas: Nays:
Motion to Pass: Second:
Yeas: Nays:

Passed: March 3, 2025.

____
Mayor

ATTEST:

____
Municipal Clerk

Approved as to form by:

____
Law Director

ORD 004-2025

AN ORDINANCE AMENDING MAUMEE CODIFIED ORDINANCE 78-2010 AND SECTION 1101.02 OF THE MAUMEE CODIFIED ORDINANCES TO UPDATE THE DEFINITIONS OF THE MAUMEE ZONING CODE

WHEREAS, Maumee Codified Ordinance Section 1101.02 is part of the City of Maumee Zoning Code and certain changes are being made to add a definition to the Zoning Code;

WHEREAS, this addition adds a definition of Zoning Administrator which was previously referenced in job titles or descriptions, and the Planning Commission recommended these changes after a public hearing.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Maumee, Ohio, that:

SECTION 1. Maumee Codified Ordinance Section 11101.02 and Ordinance 78-2010 are hereby amended in part as follows:

1101.02 DEFINITIONS.

For the purpose of this Zoning Code, certain terms and words are hereby defined:

(259) Zoning Administrator: Any individual in the employment of the City whose primary duties include interpreting, enforcing, or administering the Zoning Code, including the Urban Planning Manager, the Administrator and/or Chief Building Official.

(260)~~(259~~) Zoning Certificate of Compliance: A certificate issued by the Building and Zoning Inspector stating that the premises, as well as all structures on the premises, and the use of the premises, complies with the provisions of this Zoning Code.

(261)~~(260~~) Zoning Code: The current ordinance in effect which is codified as Titles One, Three, and Five of this Part Eleven - Planning and Zoning Code.

(262) ~~(261~~) Zoning Map: The map delineating the boundaries of districts which, along with the text, comprise the Zoning Code.

(263)~~(262~~) Zoning Use Permit: A permit issued by the Building and Zoning Inspector, upon application, certifying that the proposed use, erection, relocation, or alteration of a specified structure on a specified site complies in all respects with this Zoning Code.

SECTION 2. Section 1101.02 of the Maumee Codified Ordinances, Ordinance 78-2010 and any ordinances, parts of ordinances or the chapters of the Zoning Code in conflict herewith are hereby amended and repealed in part to reflect the foregoing additions and/or changes and the references in the Maumee Code to Zoning Administrator shall include and/or incorporate the foregoing definition;

SECTION 3. If any section, phrase, sentence, or portion of this resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council, and any of Council's committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements of the Charter of Maumee, Ohio.

Motion to waive three readings: Seconded:
Yeas Nays
Motion to Pass: Seconded:
Yeas Nays
Passed: March 3, 2025

Mayor.

ATTEST:

Municipal Clerk.

Approved as to form by:

Law Director.

ORDINANCE NO 005-2025

AN ORDINANCE AMENDING MAUMEE CODIFIED ORDINANCE 113-2020 AND SECTION 1130.07(a) OF THE MAUMEE CODIFIED ORDINANCES AS TO VACANT, ABANDONED, OR DISCONTINUED USE FOR RESIDENTIAL STRUCTURES

WHEREAS, Maumee Codified Ordinance Section 1130.07(a) is part of the City of Maumee Zoning Code and certain changes are being made to lengthen the period of time for residential nonconforming use provisions in said;

WHEREAS, this addition doubles the length of time before a vacant, abandoned or discontinued residential use will be deemed nonconforming, and the Planning Commission recommended these changes after a public hearing.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Maumee, Ohio, that:

SECTION 1. Maumee Codified Ordinance Section 1130.07(a) and Ordinance 113-2020 are hereby amended in part as follows:

1130.07 VACANT, ABANDONED OR DISCONTINUED USE.

(a) Residential Structure. The structure may not continue in its current form without complying with all requirements of this Part 11 if it is considered vacant, abandoned, or the use has been discontinued for more than six (6) ~~three (3)~~ consecutive months by the Chief Building Official, Zoning Administrator, and City Administrator. Also, should the same individuals determine that the structure's condition requires complete replacement, the structure will lose its legal non-conforming status, and conformance will be required. Any subsequent use of the building referred to in this section shall also conform to the requirements of this Part 11.

SECTION 2. Section 1370.07(a) of the Maumee Codified Ordinances, Ordinance 113-2020 and any ordinances, parts of ordinances or the chapters of the Zoning Code in conflict herewith are hereby amended and repealed in part to reflect the foregoing changes.

SECTION 3. If any section, phrase, sentence, or portion of this resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council, the Planning Commission, and any of Council's committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements of the Charter of Maumee, Ohio.

Motion to waive three readings: Seconded:
Yeas Nays
Motion to Pass: Seconded:
Yeas Nays
Passed: March 3,2025

____
Mayor.

ATTEST:

____
Municipal Clerk.

Approved as to form by:

____
Law Director.

ORDINANCE NO 006-2025

AN ORDINANCE REFLECTING REPEAL OF A PORTION OF MAUMEE CODIFIED ORDINANCE 024-2024 AND SECTION 1130.08 OF THE MAUMEE CODIFIED ORDINANCES AS TO NONCONFORMING SIGNS

WHEREAS, Maumee Codified Ordinance Section 1130.08 was repealed by the passage of Ordinance 024-2024 and Section 1143.21 of the Maumee Codified Ordinances on June 25, 2024.

WHEREAS, properly reflecting this repeal is necessary so the online Code when updated by American Legal Publishing properly reflects this repeal and the Planning Commission recommended these changes and for the online code to reflect this repeal after a public hearing.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Maumee, Ohio, that:

SECTION 1. Maumee Codified Ordinance Section 1130.08 is hereby repealed and the portion of Ordinance 113-2020 that adopted 1130.08 is repealed in part and repealed by the adoption of Ordinance 024-2024.

~~**1130.08 NONCONFORMING SIGNS.**~~

~~The goal is to eliminate nonconforming signs, except as otherwise specifically set forth in this section. Any lawfully erected sign, which is made unlawful by this chapter, may continue exactly as the sign existed at the time when the sign became unlawful under the provisions of this chapter. However, following ninety (90) days after the discontinuance of the previously approved use associated with the sign, sign panels shall be replaced with blank panels and any interior lighting shall be disconnected. Twelve (12) months after discontinuance, the sign structure shall be removed.~~

~~(a) No nonconforming sign shall:~~

~~(1) Be changed to another nonconforming sign without a variance;~~

~~(2) Be structurally altered so as to change the shape, size, type or design of the sign;~~

~~(3) Be re-established after the activity, business or use to which it relates has been discontinued for ninety (90) days or longer.~~

~~(b) Ordinary Repair/maintenance.~~

~~(1) The provisions of this chapter shall not apply to the ordinary repair/maintenance of existing signs or changing of sign panels or to the altering of a sign specifically designed for periodic change of message without change in sign structure, such as a bulletin board or similar type of sign. The replacement of a manual changeable message sign with a digital message sign is specifically excluded from this provision.~~

~~(2) Repairs may be done to a nonconforming sign to an extent not exceeding thirty (30%) percent of the value of the sign, provided that:~~

~~A. The dimensional characteristics of the sign as it existed at the time of passage or amendment of this chapter is not increased; and~~

~~B. The sign has not lost its nonconforming status due to vacancy, discontinuance or abandonment.~~

~~(c) In the event that any nonconforming sign requires ordinary repair/maintenance for any reason and in any manner that exceeds thirty (30%) percent of the value of the sign, such repairs shall be permitted only in conformity with the provisions of this chapter. However, if complying with this chapter is unfeasible and/or impractical, a property owner may seek a variance from the Zoning Board of Appeals (see Chapter 1105), assuming it can also be demonstrated that the original structure was consistent with the established character of the area.~~

SECTION 2. That the repeal of Section 1130.08 of the Maumee Codified Ordinances by the adoption of Section 1143.21 of the Maumee Codified Ordinances is formally reflected by this ordinance.

SECTION 3. If any section, phrase, sentence, or portion of this resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council, and any of Council's committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements of the Charter of Maumee, Ohio.

Motion to waive three readings: Seconded:
Yeas Nays
Motion to Pass: Seconded:
Yeas Nays
Passed: March 3, 2025

____
Mayor.

ATTEST:

____
Municipal Clerk.

Approved as to form by:

____
Law Director