

City of Strongsville

16099 Foltz Parkway
Strongsville, Ohio 44149-5598
Phone: 440-580-3110
www.strongsville.org

City Council

James A. Kaminski
Ward 1

Annmarie P. Roff
Ward 2

Thomas M. Clark
Ward 3

Gordon C. Short
Ward 4

James E. Carbone
At-Large

Kelly A. Kosek
At-Large

Anthony Zacharyasz, Jr.
At-Large

Aimee Pientka, MMC
Clerk of Council

October 15, 2026

MEETING NOTICE

City Council has scheduled the following meetings for **Monday, *October 19, 2026***, to be held in the Caucus Room and the Council Chamber at the ***Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road:***

Caucus will begin at 7:20 p.m. All committees listed will meet immediately following the previous committee:

7:20 P.M. **Public Safety & Health Committee** will meet to discuss Ordinance No. 2026-099.

Motion to approve the Public Safety & Health meeting minutes of October 5, 2026.

Public Service and Conservation Committee will meet to discuss Ordinance No. 2026-100.

Committee of the Whole will meet to discuss Ordinance No. 2026-101.

7:30 P.M. **Regular Council Meeting**

Any other matters that may properly come before this Council may also be considered.

BY ORDER OF THE COUNCIL:
Aimee Pientka, MMC
Clerk of Council

STRONGSVILLE CITY COUNCIL REGULAR MEETING
MONDAY, OCTOBER 19, 2026 AT 7:30 P.M.
Mike Kalinich Sr. City Council Chamber
18688 Royalton Road, Strongsville, Ohio

AGENDA

1. CALL TO ORDER:

2. PLEDGE OF ALLEGIANCE:

3. CERTIFICATION OF POSTING:

4. ROLL CALL:

5. COMMENTS ON MINUTES:

   - *Regular Council Meeting – October 5, 2026*

6. APPOINTMENTS, CONFIRMATIONS AWARDS AND RECOGNITION:

   - *Dr. Cameron Ryba, Superintendent of Strongsville City Schools will be present to discuss Issue 9, the proposed school levy on the November 3, 2026 ballot.*

7. REPORTS OF COUNCIL COMMITTEE:

   - COMMUNICATIONS AND TECHNOLOGY – Roff
   - ECONOMIC DEVELOPMENT – Clark
   - PLANNING, ZONING AND ENGINEERING – Zacharyasz
   - PUBLIC SAFETY AND HEALTH – Kaminski
   - PUBLIC SERVICE AND CONSERVATION – Kosek
   - RECREATION AND COMMUNITY SERVICES – Kosek
   - BUILDING & UTILITIES – Carbone
   - SCHOOL BOARD – Carbone
   - SOUTHWEST GENERAL HEALTH SYSTEM – Short
   - FINANCE – Short
   - COMMITTEE-OF-THE-WHOLE – Short

8. REPORTS AND COMMUNICATIONS FROM THE MAYOR, DIRECTORS OF DEPARTMENTS AND OTHER OFFICERS:

   - MAYOR PERCIAK:
   - FINANCE DEPARTMENT:
   - LAW DEPARTMENT:

9. AUDIENCE PARTICIPATION:

10. ORDINANCES AND RESOLUTIONS:

- Ordinance No. 2026-099 by Mayor Perciak and All Members of Council. AN ORDINANCE RATIFYING AND APPROVING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE WITH THE OHIO TRAFFIC SAFETY OFFICE IN CONNECTION WITH FUNDS AVAILABLE THROUGH THE FFY 2027 TRAFFIC SAFETY GRANT PROGRAM FOR TRAFFIC AND OVI ENFORCEMENT; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.

- Ordinance No. 2026-100 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF A VERMEER BRUSH CHIPPER, FOR USE BY THE SERVICE DEPARTMENT, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

- Ordinance No. 2026-101 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING, RATIFYING AND AUTHORIZING THE MAYOR'S ENTERING INTO AN AGREEMENT FOR THE CITY'S PURCHASE OF SUPPLYING ELECTRICITY FOR ALL MUNICIPAL FACILITIES AND STREETLIGHTS LOCATED WITHIN THE CITY OF STRONGSVILLE, FROM DYNEGY ENERGY SERVICES EAST, LLC, THROUGH KINECT ENERGY, INC., FOR A THREE-YEAR PERIOD, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 099

By: Mayor Perciak and All Members of Council

AN ORDINANCE RATIFYING AND APPROVING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE WITH THE OHIO TRAFFIC SAFETY OFFICE IN CONNECTION WITH FUNDS AVAILABLE THROUGH THE FFY 2027 TRAFFIC SAFETY GRANT PROGRAM FOR TRAFFIC AND OVI ENFORCEMENT; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.

WHEREAS, the Federal Highway Safety Act of 1966 directed the National Highway Traffic Safety Administration and Federal Highway Administration of the U.S. Department of Transportation to jointly administer various highway safety activities; and

WHEREAS, this Federal grant program provides federal funds administered through the Ohio Department of Public Safety, Ohio State Highway Patrol/Ohio Traffic Safety Office to eligible entities to be used in part for, but not limited to, traffic safety education, enforcement and awareness; and

WHEREAS, the City has been notified that its application for Federal Fiscal Year (FFY) 2027 grant funds has been approved, and funds have been awarded to the City of Strongsville in the amount of $53,977.02, on a reimbursement basis, to be utilized for selective traffic enforcement and OVI enforcement; and

WHEREAS, the City is desirous of accepting such award.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

Section 1. That this Council hereby ratifies and approves the filing of an application with the Ohio Traffic Safety Office, for Federal Fiscal Year (FFY) 2027 grant funds available through the Ohio Department of Public Safety and Ohio State Highway Patrol/Ohio Traffic Safety Office.

Section 2. That this Council further approves the acceptance of the award of funding in the amount of $53,977.02 to be used for selective traffic enforcement and OVI enforcement, in order to reduce traffic crashes in the City, and hereby authorizes and directs the Mayor and other appropriate officers of the City to provide, execute and deliver agreements, certifications, assurances and such other information as may be required in connection therewith.

Section 3. That any funds required to meet the City's obligation under said application and award of grant funds have been appropriated and shall be paid from the General Fund.

Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to ratify, approve and authorize the filing of this application for financial assistance in order to participate in the Ohio Traffic Safety Office FFY 2027 grant program and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

_____
President of Council

Date Passed:_____

	Yea	Nay
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Zacharyasz	_____	_____

Approved:_____
Mayor

Date Approved:_____

Attest:_____
Clerk of Council

Ord. No. 2026-099 Amended:_____
1st Rdg._____ Ref:_____
2nd Rdg._____ Ref:_____
3rd Rdg._____ Ref:_____
_____
_____
_____
Public Hrg._____ Ref:_____
Adopted:_____ Defeated:_____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 100

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF A VERMEER BRUSH CHIPPER, FOR USE BY THE SERVICE DEPARTMENT, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville Service Department needs to immediately replace a brush/tree chipper; and

WHEREAS, in order to ensure continuity in the use of this type of equipment for the safety of the City's employees and the public health, safety and welfare, the Service Department must replace this brush/tree chipper, which is in poor condition and unsafe for further use; and

WHEREAS, the Ohio Department of Transportation ("ODOT") was awarded a State Term contract for a Vermeer brush chipper; and

WHEREAS, in this instance, however, Vermeer All Roads is a local dealer/vendor that can immediately and conveniently provide the brush/tree chipper; and

WHEREAS, said dealer/vendor has agreed to provide such equipment to the City's Service Department at favorable prices, which are at or below the aforementioned ODOT contract prices.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO, BY UNANIMOUS AFFIRMATIVE VOTE:

Section 1. That this Council finds and determines, as set out in Article V, §5 of the Charter, that there is an immediate and present emergency in the operation of the Service Department of the City of Strongsville, in that it is immediately necessary to enter into a contract, without public bidding, with **VERMEER ALL ROADS,** for the purchase of one (1) Vermeer BC1500 Brush Chipper for the Service Department, in order to meet the operational needs of such Department on a prompt basis and to ensure the public health, safety and welfare.

Section 2. That, for the reasons aforesaid, this Council hereby approves and authorizes the Mayor to enter into a contract with **VERMEER ALL ROADS,** without public bidding, in the total amount not to exceed $89,306.00, for the purchase of one (1) Vermeer BC1500 Brush Chipper for the Service Department, as more fully set forth in Exhibit A, attached hereto and incorporated herein by reference, and as reflected in a contract to be in a form approved by the Law Director.

Section 3. That the funds for the purpose of such purchases have been appropriated and shall be paid from the Street Construction, Maintenance and Repair Fund.

Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to enter into a contract for such equipment in order to maintain continuity and safety in the operation of the Service Department of the City, and conserve public funds. Therefore, provided this Ordinance receives the unanimous vote of all members elected to Council it shall take effect and be in force immediately upon its passage and approval by the Mayor.

_____
President of Council

Date Passed:_____

	Yea	Nay
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Zacharyasz	_____	_____

Approved:_____
Mayor

Date Approved:_____

Attest:_____
Clerk of Council

Ord. No. 2026-100 Amended:_____
1st Rdg._____ Ref:_____
2nd Rdg._____ Ref:_____
3rd Rdg._____ Ref:_____
Public Hrg._____ Ref:_____
Adopted:_____ Defeated:_____

Vermeer
All Roads

EQUIPPED TO DO MORE.

Quotation

Quote: **Q-20264**
Date: **8/27/2026**
Expiration Date: **9/30/2026**
Purchase Order:

Bill To: CITY OF STRONGSVILLE
Mike Gallagher
16099 FOLTZ INDUSTRIAL PKWY.
STRONGSVILLE, OH 44136

Ship To: CITY OF STRONGSVILLE
Mike Gallagher
16099 FOLTZ INDUSTRIAL PKWY.
STRONGSVILLE, OH 44136

Mobile:

Email: mike.gallagher@strongsville.org

Sourcewell
Awarded Contract
Contract # 010925-VRM

Please review the below quote for your consideration.
Your SOURCEWELL Account # 38950

Qty	Product Name	Product Details	Unit Total
1	Vermeer BC1500	• BC150055VP • 134 HP Cummins Diesel • Vertical Helical Feed Wheels • Smart Feed • Eco Idle • Manual Chute **STOCK NUMBER:** **SN:**	$86,528.00
1	Freight and Prep		$2,778.00

Machine	$86,528.00
Freight and Prep	$2,778.00
Subtotal	$89,306.00
Grand Total	**$89,306.00**
Total Due	**$89,306.00**

Optional Winch $6,000 Additional

Steve Schulz
(234) 380-2297

Accepted by: _____

Date: _____

EXHIBIT A

Private & Confidential

Remit to Address: PO BOX 791913, Baltimore, MD 21279-1913

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 101

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING, RATIFYING AND AUTHORIZING THE MAYOR'S ENTERING INTO AN AGREEMENT FOR THE CITY'S PURCHASE OF SUPPLYING ELECTRICITY FOR ALL MUNICIPAL FACILITIES AND STREETLIGHTS LOCATED WITHIN THE CITY OF STRONGSVILLE, FROM DYNEGY ENERGY SERVICES EAST, LLC, THROUGH KINECT ENERGY, INC., FOR A THREE-YEAR PERIOD, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, by and through Ordinance No. 2022-174, Council approved and authorized an agreement with Dynegy Energy Services East, LLC through Kinect Energy, Inc. for the purchase of electricity for all municipal facilities and streetlights located within the City of Strongsville, for a four-year period ending April, 2027; and

WHEREAS, inasmuch as electricity rates are expected to rise considerably in the future, the City's Director of Finance has determined that it would be in the City's best interests to enter into a new agreement now in order to take advantage of the current rates available; and

WHEREAS, therefore, the City is desirous of entering into a new Electric Service Agreement at this time.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO, BY UNANIMOUS AFFIRMATIVE VOTE:

Section 1. That this Council finds and determines, as set out in Article V, § 5 of the City Charter, that it would be in the best interests of the City of Strongsville to purchase electricity, without public bidding, for a three (3) year period beginning April, 2027 to April, 2030, for all municipal facilities and streetlights located within the City, from **DYNEGY ENERGY SERVICES EAST, LLC,** through **KINECT ENERGY, INC.,** a public utility and supplier of electricity, for the continued and efficient operation of these municipal facilities and streetlights, for the benefit of the public health, safety and welfare, and to conserve public funds.

Section 2. That for the reasons aforesaid, this Council hereby approves, ratifies and authorizes the Mayor entering into an Electric Service Agreement with **DYNEGY ENERGY SERVICES, LLC,** through **KINECT ENERGY, INC.,** without public bidding, for the purchase of electricity for all municipal facilities and streetlights located within the City of Strongsville, during a three-year term, in the form attached hereto as Exhibit A and incorporated herein, and at prices as reflected on the Agreement.

Section 3. That the funds for the purpose of the aforesaid agreement and expenditures will be appropriated for 2027, and shall be paid for all years of the agreement from the General Fund; Fire Levy Fund; Multi-Purpose Complex Fund; Sanitary Sewer Fund; and Street Construction, Maintenance and Repair Fund.

Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements.

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to enter into said Agreement in order to continue operation of City building facilities and streetlights within the City, without interruption, at advantageous prices for electrical power, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

_____
President of Council

Date Passed:_____

	Yea	Nay
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Zacharyasz	_____	_____

Approved:_____
Mayor

Date Approved:_____

Attest:_____
Clerk of Council

Ord. No. 2026-101 Amended:_____
1st Rdg._____ Ref:_____
2nd Rdg._____ Ref:_____
3rd Rdg._____ Ref:_____

Public Hrg._____ Ref:_____
Adopted:_____ Defeated:_____

DYNEGY

ELECTRIC SERVICE AGREEMENT
EXHIBIT A – Standard Large Stable
Issued: October 15, 2026

This offer is presented to **CITY OF STRONGSVILLE** ("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):	Voluntary REC Quantity (%):	Voluntary EFEC Quantity (%):	*Bill Method
	Q-01022648	April 2027	April 2030	$0.09498	N/A	N/A	UCB

Utility:	First Energy
Regional Transmission Organization (RTO):	PJM
Broker Consultant (If blank, N/A):	Kinect Energy, Inc.

***Detailed description of the bill method can be found in Section 4.**

Power Price: Supplier will arrange for delivery of Customer's Retail Power. The Power Price noted in Table 1 includes charges for energy, capacity, 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, or Voluntary EFECs, and scheduling and load forecasting associated with the delivery of Customer's Retail Power.

Voluntary REC 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

EX. A

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 Utility, and Customer is solely responsible for payments of all charges related to the delivery of electricity from the Utility.

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.

Customer represents that each Account receives electric service pursuant to a nonresidential tariff, as defined by the Utility, and each Account has a demand for electricity that exceeds twenty-five kilowatts within the last twelve months as of the time of execution of this Agreement or, if Customer manages multiple electric meters, within the last twelve months the electricity demand for at least one of the meters is twenty-five kilowatts or more.

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.

DYNEGY ENERGY SERVICES EAST, LLC	**CITY OF STRONGSVILLE**
By: _____	By: _____
Name: _____	Name: Thomas P. Perciak
Title: _____	Title: Mayor
Date: _____	Date: _____
	**Signatory certifies authorization to enter in to 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 if you want invoices mailed to the Service Location, Attn: Accounts Payable. Otherwise, please complete Invoice information below.

Invoices	(Complete below section)	**Notices**	
Attn:	Accounts Payable	Attn:	Thomas Perciak
Address:	16099 Foltz Industrial Parkway Strongsville Oh 44149	Address:	16099 Foltz Industrial Parkway Strongsville , Oh 44149
E-mail:		E-mail:	thomas.perciak@strongsville.org
Phone:		Phone:	(440) 580-3262
Sales Contact		**Notices/Inquires**	
Name:	Corey Hendricks	Attn:	Customer Care
Address:	312 Walnut Street, Ste 1500 Cincinnati OH 45202	Address:	6555 Sierra Drive Irving TX 75039
E-mail:	corey.hendricks@vistracorp.com	E-mail:	DESBusinessCare@vistraenergy.com
Phone:	(330) 727-3506	Phone:	800-920-5039

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
CITY OF STRONGSVILLE AS OF 10/15/2026

TABLE 2 Utility: First Energy			
	Account #	Bill Group	Service Location
1	08007882491970095026	07	18780 WESTWOOD DR STRONGSVILLE OH 44149
2	08007882491090091718	08	18780 WESTWOOD DR STRONGSVILLE OH 44149
3	08007882491180093497	08	18780 WESTWOOD DR STRONGSVILLE OH 44149
4	08007882491190098187	08	18780 WESTWOOD DR STRONGSVILLE OH 44149
5	08007882491340000038	23	18780 WESTWOOD DR STRONGSVILLE OH 44149
6	08007882491340000588	08	18780 WESTWOOD DR STRONGSVILLE OH 44149
7	08007882491550096652	12	18780 WESTWOOD DR STRONGSVILLE OH 44149
8	08007882491650041757	08	18780 WESTWOOD DR STRONGSVILLE OH 44149
9	08007882491650045969	08	18780 WESTWOOD DR STRONGSVILLE OH 44149
10	08007882495001342914	08	18780 WESTWOOD DR STRONGSVILLE OH 44149
11	08007882495001341780	12	18780 WESTWOOD DR STRONGSVILLE OH 44149
12	08007882495001336951	11	18780 WESTWOOD DR STRONGSVILLE OH 44149
13	08007882495001332134	09	18780 WESTWOOD DR STRONGSVILLE OH 44149
14	08007882495001332133	04	18780 WESTWOOD DR STRONGSVILLE OH 44149
15	08007882495000352068	08	18780 WESTWOOD DR STRONGSVILLE OH 44149
16	08007882495000344921	08	18780 WESTWOOD DR STRONGSVILLE OH 44149
17	08007882491700097814	06	18780 WESTWOOD DR STRONGSVILLE OH 44149
18	08007882495000344909	08	18780 WESTWOOD DR STRONGSVILLE OH 44149
19	08007882494000004904	10	18780 WESTWOOD DR STRONGSVILLE OH 44149
20	08007882494000017116	08	18780 WESTWOOD DR STRONGSVILLE OH 44149
21	08007882495000207387	08	18780 WESTWOOD DR STRONGSVILLE OH 44149
22	08007882495000256615	08	18780 WESTWOOD DR STRONGSVILLE OH 44149
23	08007882495000343316	08	18780 WESTWOOD DR STRONGSVILLE OH 44149
24	08007882495000258549	08	18780 WESTWOOD DR STRONGSVILLE OH 44149
25	08007882495000266607	15	18780 WESTWOOD DR STRONGSVILLE OH 44149
26	08007882495000266965	07	18780 WESTWOOD DR STRONGSVILLE OH 44149
27	08007882495000266966	08	18780 WESTWOOD DR STRONGSVILLE OH 44149

28	08007882495000298263	12	18780 WESTWOOD DR STRONGSVILLE OH 44149
29	08007882495000301677	06	18780 WESTWOOD DR STRONGSVILLE OH 44149
30	08007882495000306999	12	18780 WESTWOOD DR STRONGSVILLE OH 44149
31	08007882495000312422	07	18780 WESTWOOD DR STRONGSVILLE OH 44149
32	08007882495000328338	12	18780 WESTWOOD DR STRONGSVILLE OH 44149
33	08007882495000334471	12	18780 WESTWOOD DR STRONGSVILLE OH 44149
34	08007882495000336112	08	18780 WESTWOOD DR STRONGSVILLE OH 44149
35	08007882495000342689	08	18780 WESTWOOD DR STRONGSVILLE OH 44149
36	08007882491000000584	07	18780 WESTWOOD DR STRONGSVILLE OH 44149
37	08028804215000078332	23	18780 WESTWOOD DR STRONGSVILLE OH 44149
38	08028788505000075566	23	18780 WESTWOOD DR STRONGSVILLE OH 44149
39	08014137821420098593	05	18780 WESTWOOD DR STRONGSVILLE OH 44149
40	08013787665000376820	08	18780 WESTWOOD DR STRONGSVILLE OH 44149
41	08013787665000376819	10	18780 WESTWOOD DR STRONGSVILLE OH 44149
42	08005879861160097238	02	18780 WESTWOOD DR STRONGSVILLE OH 44149
43	08005879861290094615	07	18780 WESTWOOD DR STRONGSVILLE OH 44149
44	08005879865000050262	21	18780 WESTWOOD DR STRONGSVILLE OH 44149
45	08007882490001304525	18	18780 WESTWOOD DR STRONGSVILLE OH 44149
46	08007882490001448500	03	18780 WESTWOOD DR STRONGSVILLE OH 44149
47	08013028691530022022	08	18780 WESTWOOD DR STRONGSVILLE OH 44149
48	08012883161460073672	08	18780 WESTWOOD DR STRONGSVILLE OH 44149
49	08012836331800100843	09	18780 WESTWOOD DR STRONGSVILLE OH 44149
50	08007882495001563673	03	STRONGSVILLE OH 44149
51	08007882495001559030	07	18780 WESTWOOD DR STRONGSVILLE OH 44149
52	08007882491000054666	06	18780 WESTWOOD DR STRONGSVILLE OH 44149
53	08007882491000095931	10	18780 WESTWOOD DR STRONGSVILLE OH 44149
54	08007882491080091715	08	18780 WESTWOOD DR STRONGSVILLE OH 44149
55	08007882495001559029	12	18780 WESTWOOD DR STRONGSVILLE OH 44149
56	08007882495001501190	07	18780 WESTWOOD DR STRONGSVILLE OH 44149
57	08007882495001398866	03	18780 WESTWOOD DR STRONGSVILLE OH 44149
58	08007882495001384872	12	18780 WESTWOOD DR STRONGSVILLE OH 44149
59	08007882495001356875	08	18780 WESTWOOD DR STRONGSVILLE OH 44149

60	08013850834000023850	09	Pearl Rd Sign Strongsville OH 44136
61	08007882495001531981	08	18780 WESTWOOD DR STRONGSVILLE OH 44149
62	08007882495001686398	11	18780 WESTWOOD DR STRONGSVILLE OH 44149
63	08007882495001702529	12	18780 WESTWOOD DR STRONGSVILLE OH 44149
64	08007882495001778171	10	18780 WESTWOOD DR STRONGSVILLE OH 44149

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. In the event the Utility notifies Supplier that meters are required to be added and/or deleted to Customer's account due to regulatory rules and/or regulations Supplier is authorized to add and/or delete such meters on Customer's account. Deleted meters may be subject to Early Termination payments as referenced in Section 14. If such addition of meter requires a modification of Customer's rate, Supplier shall 1) provide written notice to Customer; and 2) any new meters added will be subject to a Variable Rate until a mutual agreement is reached on the new rate for such additional meters. 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's Utility may charge switching fees to the customer. 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, and agrees to hold harmless and indemnify Supplier from any liability, demand or payment for same. 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 ("Variable Rate"). 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 separately issue an invoice for Retail Power 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 ("Dual Billing"). 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 ("Single Bill Option (SBO)"), in which case the Due Date shall be twenty-one (21) 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 ("Consolidated Billing (UCB)"). 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 Consolidated Billing 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.Each of Supplier and Customer reserves the right to convert Customer from Consolidated Billing to Dual Billing, or from Dual Billing to Consolidated Billing if such a conversion will facilitate more timely billing, collections, and/or payment. 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, and Customer agrees to hold harmless and indemnify Supplier from any liability, demand or payment for same. 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

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").

Suspension and Early Termination: 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 (plus all other charges found in Table 1) 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 (plus all other charges found in Table 1) 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, the question or controversy shall be resolved by arbitration in accordance with arbitration procedures established from time to time by the American Arbitration Association ("AAA"). The panel of arbitrators to be provided shall be competent in their expertise and qualifications to understand and arbitrate the dispute. In addition to the arbitration procedures established by the AAA, arbitration shall be conducted pursuant to the Federal Rules of Evidence. The arbitrators may award only damages as allowed for by this Agreement, and attorney fees and other legal costs. Any decision and award of the majority of arbitrators shall be binding upon both Parties. Judgment upon the award rendered may be entered in any court of competent jurisdiction.

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 or Accounts added during the Term (a "Change in Consumption"). In the event a Change in Consumption exceeds (i) 2% of Customer's total aggregate monthly consumption of Retail Power at its Accounts when Customer is self-generating, or (ii) if, during the Term, Customer's actual monthly usage for two consecutive calendar months materially differs (i.e., increases or decreases by more than 25%) from the monthly contract quantities used in calculating Customer's pricing found in Table 1 of Exhibit A for each such month, (i) and (ii) shall each be considered a "Material Change in Consumption". Upon written request the monthly contract quantities can be provided to Customer. 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. A Change in Consumption will include electricity at any Account(s) from any source

(including self-generation) except for Retail Power sold by Supplier under this Agreement. Notwithstanding the foregoing, Customer may (i) self-generate up to 2% of Customer's total aggregate monthly consumption of Retail Power at its Accounts, (ii) consume electricity from emergency generation during power outages at the Account(s) and for purposes of testing such emergency generation, and (iii) self-generate in response to grid reliability programs managed or administered by the RTO, Supplier, or Customer's Utility. For clarity, Customer may participate in the Utility's net metering program if Customer has been enrolled and accepted by the Utility as of the date of the Agreement. The foregoing shall not be construed to relieve Customer from its obligation to purchase Retail Power as otherwise provided in this Agreement. When there is a Material Change in Consumption, then, upon written notice from one Party to the other Party, the Parties agree to (i) work in good faith with one another to reasonably adjust the remaining contract quantities for such Term on a forward basis, and (ii) pass through any credits or costs as reasonably determined by Supplier associated with effectuating such adjustment. Additionally, Supplier may charge Customer a settlement in accordance with the calculations set forth in Section 14 and/or adjust the Contract Price for such adjustment.

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.