

6544

**McDONALD LOCAL BOARD OF EDUCATION
REGULAR MEETING
WEDNESDAY, SEPTEMBER 11, 2019-- 7:30 P.M.
M.H.S. LIBRARY
MCDONALD, OHIO 44437**

The McDonald Local Board of Education held a Regular Meeting on Wednesday, September 11, 2019, in the library at McDonald High School, 600 Iowa Avenue, McDonald, OH 44437.

The Regular Meeting was called to order at 7:30 p.m. by President John Saganich. Treasurer Megan Titus called the roll:

Members Present: Joseph Cappuzzello, Thomas Hannon, Wendy Higgins
Jody Klase, John Saganich

“Notice of this meeting was given in accordance with the provisions of Section 1.450 of the O.R.C. and the Ohio Administrative Procedures Act.”

Pledge of Allegiance

Res. 19-198 Approve agenda for Regular Meeting of September 11, 2019

Discussion: Approval of Special Meeting 9/4/19.

Mr. Cappuzzello moved and Mrs. Klase seconded
Yeas: Cappuzzello, Klase, Higgins, Hannon, Saganich
Nays: None
President declared motion carried

Res. 19-199 Approval of Board Minutes:

Regular Meeting – August 21, 2019

Mr. Cappuzzello moved and Mrs. Higgins seconded
Yeas: Cappuzzello, Higgins, Hannon, Klase, Saganich
Nays: None
President declared motion carried

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Recognition of Visitors / Audience Participation:

Jessica Krumpak - Elevator
Brian Fedyski – 5-Year Forecast, etc.
Samantha Rozzo – MEA
Jaelyn/Curt Kuntz – Positive experience with teachers
Fred Gault – Various concerns
Anthony Rozzo – Sports complex and elevator
Trevor Westervelt – Teachers and staff for community
Nathan Gallo – Sports complex and appreciation of teachers
Kyle Joynes - Teachers

Old Business: any Old Business to bring before the Board - None

New Business:

A. Finance Committee – Joseph Cappuzzello, Chairperson

Res. 19-200 TREASURER’S FINANCIAL REPORT

Treasurer’s Financial Report: August, 2019

- a. Check Register
- b. Financial Summary
- c. Bank Reconciliation

Upon the recommendation of the district treasurer I call for a motion to approve the above resolution.

Mr. Cappuzzello moved and Mrs. Klase seconded
Yeas: Cappuzzello, Klase, Higgins, Saganich
Abstain: Hannon
Nays: None
President declared motion carried

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Res. 19-201 DONATION

Resolution to approve the donation of \$90 collected by Kaitlyn Helt, which was for high school student school supplies, deposited into the high school principal account 018 9222.

Upon the recommendation of the district treasurer I call for a motion to approve the above resolution.

Mr. Cappuzzello moved and Mrs. Klase seconded
Yeas: Cappuzzello, Klase, Higgins, Hannon, Saganich
Nays: None
President declared motion carried

Res. 19-202 DONATION

Resolution to approve the donation of \$100 from Blackstone's Funeral Home to sponsor a golf hole in the Golf Outing that was held in July 2019, which will be deposited into the golf account 200 9088.

Upon the recommendation of the district treasurer I call for a motion to approve the above resolution.

Mr. Cappuzzello moved and Mrs. Klase seconded
Yeas: Cappuzzello, Klase, Higgins, Hannon, Saganich
Nays: None
President declared motion carried

Res. 19-203 DONATIONS

Resolution to approve the following donations for cheerleading sponsorships, deposited into the cheerleading account 300 9972:

- \$100 from Home Savings Bank
- \$100 from The Cafaro Foundation
- \$100 from The Griffith Agency, Inc.

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Upon the recommendation of the district treasurer I call for a motion to approve the above resolution.

Mr. Cappuzzello moved and Mrs. Klase seconded
Yeas: Cappuzzello, Klase, Higgins, Hannon, Saganich
Nays: None
President declared motion carried

Res. 19-204 DONATION

Resolution to approve the donation of approximately \$18.00 from Jenny Cox, to be deposited into the Elementary Principal fund 018 9111, for general elementary student purpose.

Upon the recommendation of the district treasurer I call for a motion to approve the above resolution.

Mr. Cappuzzello moved and Mrs. Klase seconded
Yeas: Cappuzzello, Klase, Higgins, Hannon, Saganich
Nays: None
President declared motion carried

Res. 19-205 DONATIONS

Resolution to approve the following donations for volleyball sponsorships, deposited into the volleyball account 300 9971:

- \$30 from Robert and Carol Zajack
- \$30 from Village Banquet Center, LLC
- \$500 from Darren and Theresa Shiley

Upon the recommendation of the district treasurer I call for a motion to approve the above resolution.

Mr. Cappuzzello moved and Mrs. Klase seconded
Yeas: Cappuzzello, Klase, Higgins, Hannon, Saganich
Nays: None
President declared motion carried

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Res. 19-206 ELEMENTARY CAFETERIA BIDS

Resolution to approve the following bids for the 2019-2020 school year:

Bread: Nickels Bakery

Whole Grain White Bread	20 oz.	\$2.06
3.5 Whole Grain Hamburger Buns	12 pack	\$1.69
Whole Grain White Hot Dog Buns	8 pack	\$1.34
Whole Grain Mini Breadsticks	24 pack	\$2.72

Milk: Dean Dairy

½ Pint White Homogenized Milk	1.0%	\$2.2590
½ Pint Skim Chocolate Milk	1.0%	\$2.2290

Upon the recommendation of the district treasurer I call for a motion to approve the above resolution.

Mr. Cappuzzello moved and Mrs. Klase seconded
Yeas: Cappuzzello, Klase, Higgins, Hannon, Saganich
Nays: None
President declared motion carried

Res. 19-207 SNOW REMOVAL CONTRACT

Resolution to approve the contract of Hoffman's Property Services, for the snowplowing/salting services for McDonald Local Schools for the 2019-2020 school year. (See Exhibit A)

Upon the recommendation of the district treasurer I call for a motion to approve the above resolution.

Mr. Cappuzzello moved and Mrs. Klase seconded
Yeas: Cappuzzello, Klase, Higgins, Hannon, Saganich
Nays: None
President declared motion carried

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Res. 19-208 WATER TREATMENT PROGRAM RENEWAL

Resolution to approve the PureResults Water Treatment Program Renewal (#C005213) with Gardiner for McDonald High School and Roosevelt Elementary School. The agreement is for one (1) year, 10-1-19 through 9-30-20, at a cost of \$2,120 per year, payable in quarterly amounts of \$530. (See Exhibit B)

Upon the recommendation of the district treasurer I call for a motion to approve the above resolution.

Mr. Cappuzzello moved and Mrs. Klase seconded
Yeas: Cappuzzello, Klase, Higgins, Hannon, Saganich
Nays: None
President declared motion carried

Res. 19-209 INTELLIGENT SERVICES AGREEMENT RENEWAL

Resolution to approve the Intelligent Services Agreement Renewal (#C005198) with Gardiner for Roosevelt Elementary School. The agreement is for three (3) years, 10-1-19 through 9-30-22, at a cost of \$14,935 per year. (See Exhibit C)

Upon the recommendation of the district treasurer I call for a motion to approve the above resolution.

Mr. Cappuzzello moved and Mrs. Klase seconded
Yeas: Cappuzzello, Klase, Higgins, Hannon, Saganich
Nays: None
President declared motion carried

B. Personnel Committee – Jody Klase, Chairperson

Res. 19-210 MEDIATION AGREEMENT

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the McDonald Local School District, McDonald, Ohio, that:

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Section 1: The Board of Education hereby approves the attached Mediation Agreement, and authorizes the Superintendent to execute it, and the Superintendent and Treasurer to take appropriate steps to effectuate it.

Section 2: It is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in these formal actions were in meetings open to the public and in compliance with the law. (See Exhibit D)

Upon the recommendation of the district superintendent I call for a motion to approve the above resolution.

Mrs. Klase moved Mrs. Higgins seconded
Yeas: Klase, Higgins, Cappuzzello, Hannon, Saganich
Nays: None
President declared motion carried

Res. 19-211 TITLE 1 TUTOR – RESIGNATION

Resolution to accept the resignation of Katie Bodnar, as elementary Title 1 Tutor, effective August 26, 2019.

Upon the recommendation of the district superintendent I call for a motion to approve the above resolution.

Mrs. Klase moved Mrs. Higgins seconded
Yeas: Klase, Higgins, Cappuzzello, Hannon, Saganich
Nays: None
President declared motion carried

Res. 19-212 TITLE 1 TUTOR - CERTIFIED

Resolution to hire Kristie Grewell, on a one (1) year limited contract, as a Title 1 Roosevelt Elementary tutor, pending certification and BCII/FBI background checks, for the 2019-2020 school year. This position will be at the rate of \$17.00 per hour and not to exceed 28.75 hours per week.

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Upon the recommendation of the district superintendent I call for a motion to approve the above resolution.

Mrs. Klase moved Mrs. Higgins seconded
Yeas: Klase, Higgins, Cappuzzello, Hannon, Saganich
Nays: None
President declared motion carried

Res. 19-213 CLASSIFIED – ONE (1) YEAR LIMITED CONTRACT

Resolution to hire the following personnel, on a one (1) year limited contract, for the 2019-2020 school year, pending certification and BCII/FBI background checks:

Barbara Conkey Substitute Study Hall Monitor

Upon the recommendation of the district superintendent I call for a motion to approve the above resolution.

Mrs. Klase moved Mrs. Higgins seconded
Yeas: Klase, Higgins, Cappuzzello, Hannon, Saganich
Nays: None
President declared motion carried

Res. 19-214 SUPPLEMENTALS – 2019-2020

Resolution to hire the following personnel on a one (1) year supplemental contract for the 2019-2020 school year, pending certification and BCII/FBI background checks. Salary will be per negotiated agreement:

Paolo DePasquale – JV Boys Basketball Coach;

James Franceschelli – Freshman Boys Basketball Coach;

Michael Minnie – 8th Grade Boys Basketball Coach;

Brian Higgins – Varsity Volunteer Assistant Boys Basketball Coach- \$0;
and

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Rob Hilbun – Elementary Volunteer Boys Basketball Coach, \$0.

Upon the recommendation of the district superintendent I call for a motion to approve the above resolution.

Mrs. Klase moved Mrs. Higgins seconded
Yeas: Klase, Higgins, Cappuzzello, Hannon, Saganich
Nays: None
President declared motion carried

C. Program/Policy Committee – Wendy Higgins, Chairperson

Res. 19-215 OSBA DELEGATES

Resolution to appoint John Saganich as delegate and Jody Klase as alternate delegate for the 2019 OSBA Annual Business Meeting in Columbus, November 10, 11, and 12, 2019, in Columbus, Ohio.

Upon the recommendation of the district superintendent I call for a motion to approve the above resolution.

Mrs. Higgins moved and Mr. Hannon seconded
Yeas: Higgins, Hannon, Cappuzzello, Klase, Saganich
Nays: None
President declared motion carried

Res. 19-216 FEDERAL LUNCH PROGRAM

Resolution to approve participation in the federal lunch program for the 2019-2020 school year.

Upon the recommendation of the district superintendent I call for a motion to approve the above resolution.

Mrs. Higgins moved and Mr. Hannon seconded
Yeas: Higgins, Hannon, Cappuzzello, Klase, Saganich
Nays: None
President declared motion carried

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Res. 19-217 VOLLEYBALL CAMP

Resolution to approve a volleyball camp at Roosevelt Elementary School on October 11, 2019, from 10 a.m. – 12 noon (See Exhibit E)

Upon the recommendation of the district superintendent I call for a motion to approve the above resolution.

Mrs. Higgins moved and Mr. Hannon seconded
Yeas: Higgins, Hannon, Cappuzzello, Klase, Saganich
Nays: None
President declared motion carried

Res. 19-218 SENIOR NEW YORK TRIP

Resolution to approve the Senior Class New York Field Trip for March 27, 28, and 29, 2020. The senior class will be excused from school on March 27, 2020.

Upon the recommendation of the district superintendent I call for a motion to approve the above resolution.

Mrs. Higgins moved and Mr. Hannon seconded
Yeas: Higgins, Hannon, Cappuzzello, Klase, Saganich
Nays: None
President declared motion carried

Res. 19-219 EXECUTIVE SESSION – O.R.C. 121.22

Mrs. Higgins moved and Mrs. Klase seconded, that the McDonald Local Board of Education go into Executive Session at 8:52 p.m. and that the following resolution be adopted.

WHEREAS, as a public Board of Education may hold an executive session only after a majority of the quorum of this board determines by a roll call vote to hold

such a session and only at a regular or special meeting for the sole purpose of the consideration of any of the following matters:

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- A. To consider one or more, as applicable, of the check marked items with respect to a public employee or official:
1. _____ Appointment
 2. _____ Employment
 3. _____ Dismissal
 4. _____ Discipline
 5. _____ Promotion
 6. _____ Demotion
 7. _____ Compensation
 8. _____ Investigation of charges/complaints (unless public hearing requested)
- B. To consider the purchase of property for public purposes or for the sale of property at competitive bidding.
- C. Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.
- D. Preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment
- E. Matters required to be kept confidential by federal law or rules or state statutes.
- F. Specialized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or avoiding prosecution for a violation of the law.

NOW, THEREFORE, BE IT RESOLVED, that the McDonald Local Board of Education, by a majority of the quorum present at this meeting, does hereby declare its intention to hold an executive session on item(s) **D**, as listed above.

Yeas: Higgins, Klase, Cappuzzello, Hannon, Saganich
Nays: None
President declared motion carried

Res. 19-220 ADJOURN EXECUTIVE SESSION

Mrs. Klase moved and Mr. Cappuzzello seconded to adjourn Executive Session and return to the Regular Meeting at 10:20 p.m.

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Yeas: Klase, Cappuzzello, Higgins, Hannon, Saganich
Nays: None
President declared motion carried

Res. 19-221 ADJOURNMENT

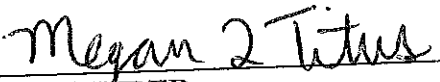
Mrs. Higgins moved and Mr. Cappuzzello seconded to adjourn the Regular Meeting at 10:20 p.m.

Yeas: Higgins, Cappuzzello, Hannon, Klase, Saganich
Nays:
President declared motion carried

ATTEST



PRESIDENT



TREASURER

Board Policy KD States:

In order for the Board to fulfill its obligation to complete the planned agenda in an effective and efficient fashion, a maximum of 30 minutes of public participation may be permitted at each meeting.

Each person addressing the Board shall give his/her name and address. If several people wish to speak, each person is allotted 3 minutes until the total time of 30 minutes is used. During that period, no person may speak twice until all who desire to speak have had the opportunity to do so. Persons desiring more time should follow the procedure of the Board to be placed on the regular agenda. The period of public participation may be extended by a vote of the majority of the Board, present and voting.

MCDONALD LOCAL BOARD OF EDUCATION

REGULAR BOARD MEETING - 7:30 P.M.

WEDNESDAY, SEPTEMBER 11, 2019

MHS LIBRARY

Visitors, please register.

1. Samantha Rozzo

2. Linda McKay

3. Patricia Simmons

4. Joan Miles

5. Marcianne & Ron Knight

6. Aubrey R Rozzo

7. Kathy Rozzo

8. B. Tom Redyski

9. Keith Simmons

10. Jessica Krumpak

11. Josh Krumpak

12. Denger Evans

13. Laurie Smil

14. Michelle Steavy

15. Diane Gich

16. Bob Zyzack

17. MICHELLE FIRMAUT

18. DENISE KONRATH

19. Alicia Stonestreet

20. SPER DUBON

Michelle Arhart

Craig Arhart

Kelli Bey

Dana West

Jenny Evans

RITA STEW. JOHNSON

Courtney L. Kumbek

Kate Shobel

Tom Shobel

Eva + Paula Hoff

MCDONALD LOCAL BOARD OF EDUCATION
REGULAR BOARD MEETING – 7:30 P.M.
WEDNESDAY, SEPTEMBER 11, 2019
MHS LIBRARY

Visitors, please register.

1. Kenneth A. Suich
2. Becky Suich
3. Tracey Titus
4. Patti & Brian Worrell
5. NATALIE A GARLO
6. Natalie Schadt
7. John Anthony
8. Mike Hecker
9. Brian Backer
10. Amanda Conversino Backer
11. Chuck Mooney
12. Hailey Baker
13. Erin Rogan
14. Lance Bonghi
15. Jody Conroy
16. Hallie McGee
17. Mark Fabian
18. Dana Lariccia
19. Natalie Lariccia
20. Jenna Evans

MCDONALD LOCAL BOARD OF EDUCATION

REGULAR BOARD MEETING – 7:30 P.M.

WEDNESDAY, SEPTEMBER 11, 2019

MHS LIBRARY

Visitors, please register.

1. Lee Evans
2. Dena Larson
3. Shaina Larson
4. Pam Ross
5. Doug Ross
6. Barb Daigle
7. Andrea Mason
8. Tom Mason
9. MARY KAY SKUFCA
10. JOAN SKUFCA
11. TAMMY CANDEL
12. Julie Lough
13. Shannon Averett
14. Troy Hostutler
15. Trend Westcott
16. Traci Williams
17. Helena Cardas
18. Hayden Mabon
19. Janet Celli
20. Jodi Cutrona

MCDONALD LOCAL BOARD OF EDUCATION

REGULAR BOARD MEETING - 7:30 P.M.

WEDNESDAY, SEPTEMBER 11, 2019

MHS LIBRARY

Visitors, please register.

1. Tyler Cotron
2. Tracey Carido
3. Marilyn Kelly
4. Danny Gray
5. Sartina Trillette
6. Judith Fedyski
7. Carol Augustine
8. Becky WOLFORD
9. Paul WOLFORD
10. Pa Ben
11. Pat Fedyski
12. Julie Fedyski
13. Patty Gault
14. Debbie Crisk
15. Rick Crisk
16. Sara Gardner
17. Katie Gardner
18. Dale Little
19. Peggy Evans
20. Theresa Gault

Daniel R. Ronghi
Ronghi

Kyle James
Bob Little
Katie Little
Cathy Guerra
Darla Ferradino
Joe Celli Sr.
Joe Celli
Cathy Ward
Cade Williams
Deke Rette
Cheyenne Yakopue
Theresa Neil
Jalia Barr
Anthony Ferradino
Emily Dolsak
Amy Dolsak
MAY BUCAN
Donna Wheeler

CONTRACT

Between the
McDonald Local Board of Education
And
Hoffman's Property Services
Eric Hoffman

This 11th day of September, 2019, the McDonald Local Board of Education hereby agrees to receive snowplowing/salting services from Hoffman's Property Services, Eric Hoffman (Contract) for the 2019-2020 school year.

As set forth in the proposal submitted by the contractor, McDonald Local Board of Education agrees to pay the contractor a total of \$350.00 for snowplowing services per plow and \$325.00 for salting services per occurrence provided to the district on an as needed basis. An additional \$75.00 charge if snow should exceed five (5) inches. The Contractor further agrees to comply with all terms and conditions set forth on the bid sheet. In addition, salting services will not necessarily be provided each time plowing occurs, but rather on an as needed basis as icing occurs.

It is further agreed upon that the Contractor will provided proof of workers' compensation insurance and liability insurance coverage to the Board of Education prior to September 11, 2019 . In addition, should the services required by the district not be performed in accordance with the proposal, the district may terminate the contract at any time due to the contractor's inability to meet the needs of the district as set forth on the bid sheet/proposal.

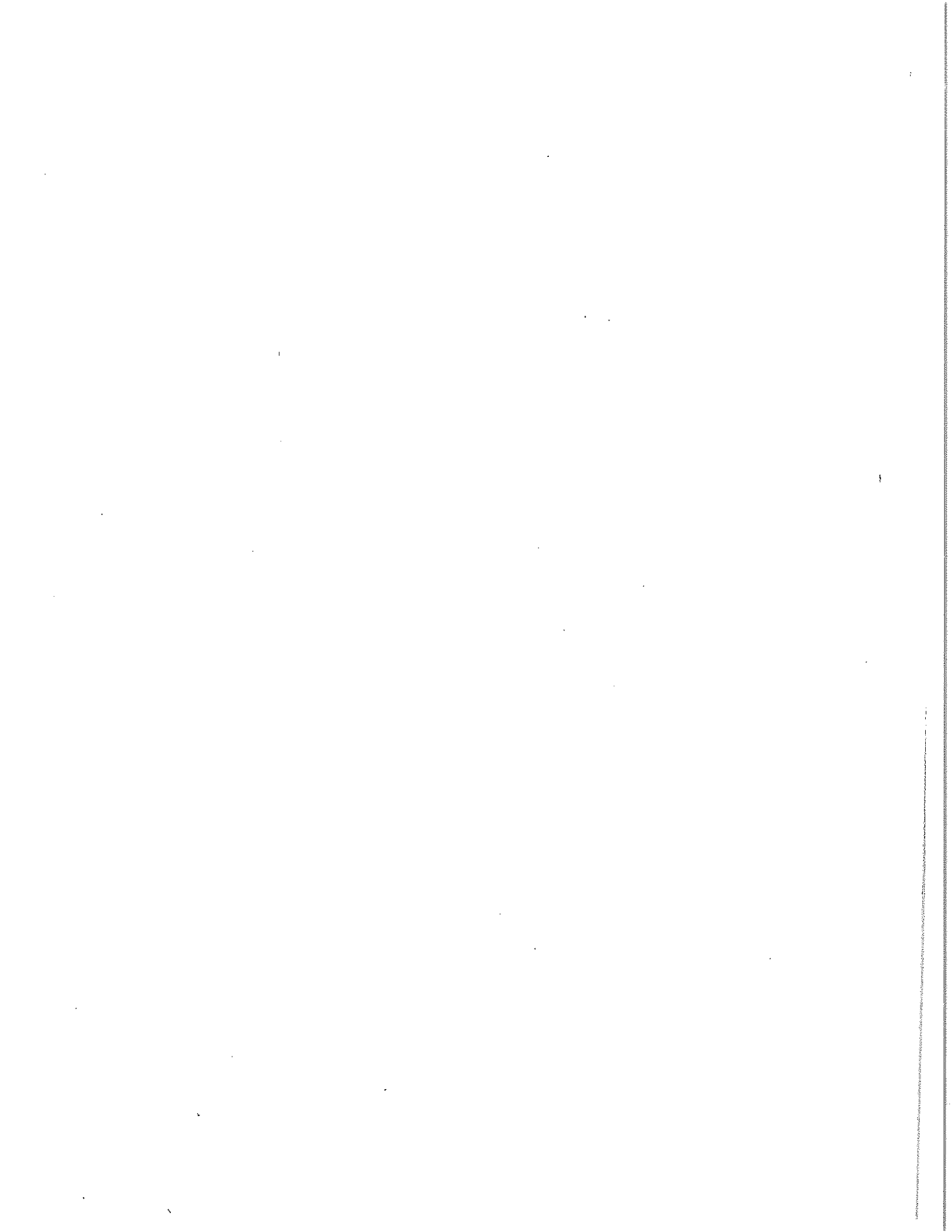
McDonald Local Board of Education

X _____
President

X _____
Treasurer

Contractor – Hoffman's Property Services

X _____





31200 Bainbridge Road
Solon, Ohio 44139
Tel: 440.349.5588
Fax: 440.349-3585
www.Gardiner.com

July 29, 2019

Mr. Gary Cardiko
McDonald Local Schools
600 Iowa Avenue
McDonald, Ohio 44437-1677

**SUBJECT: PureResults Water Treatment Program Renewal | C005213
@ High School & Roosevelt Elementary**

Dear Mr. Cardiko:

The maintenance agreement between McDonald Local Schools and Gardiner is scheduled to renew October 1, 2019. Thank you for allowing *PureResults by* Gardiner to provide your water treatment solutions for the past 3 years.

Your new contract amount will be **\$2,120.00 per year, payable in quarterly amounts of \$530.00** for the period of **October 1, 2019, through September 30, 2020**. Upon execution of this Agreement, McDonald Local Schools shall be responsible for determining proper Ohio sales tax. If you are tax exempt, please include your tax exemption certificate.


Please acknowledge to Pam Findley @ pfindley@whgardiner.com or at 440/349.5588 ext.1586, and notify if a new purchase order number is required for the renewal. Or return by mail with the enclosed envelope.

There are two phone numbers, which connect you to us 24-hours a day. The Gardiner Service number is **440/349-5588**, and the Gardiner line is **440/248-3400**. Please feel free to use our toll free numbers, 800/582-4344 and 800/251-4044, during normal business hours. The following is a list of names and extension for your reference when calling for service, assistance or need a question answered:

Wendy Grau	Service Dispatch	Ext. 1495
Pam Findley	Contract Administrator	Ext. 1586
Brian Riegel	Your Account Manager	Ext. 1463
	Mobile Phone	440/724-6195
	E-mail	briegel@whgardiner.com

Your business is always appreciated. We look forward to continuing to service the needs of your facility.

Sincerely,

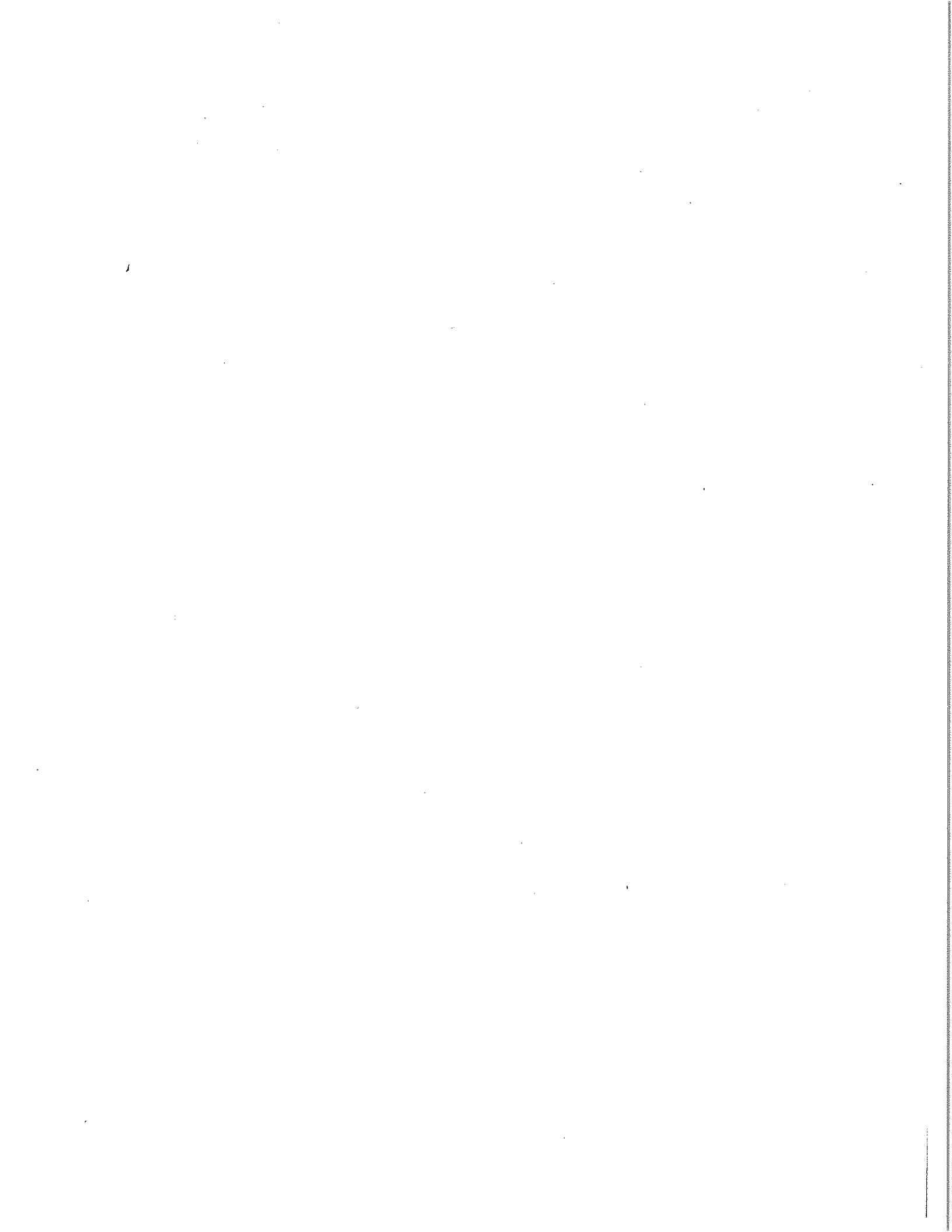

Brian Riegel
Water Treatment Business Leader

Customer Acceptance:

Name Megan L Titus

Title Treasurer / CFO

Date 9-11-19 PO# 2009020





System Service Solutions

Intelligent Services Agreement

CONTRACT PRESENTED TO:

**Kevin O'Connell
McDonald Local Schools
600 Iowa Ave.
McDonald, OH 44437**

PROJECT AND/OR LOCATION:

**McDonald Roosevelt Elementary
410 W. Seventh St.
McDonald, OH 44437**

Presented by:

**Jeff Covert
Account Manager**

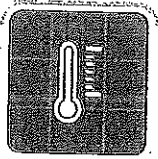
Agreement No:

C005198 | October 1, 2019

INTELLIGENT SERVICES SUPPORT

The Gardiner Intelligent Services agreement is meant to provide support to help ensure you capture the full benefits of your HVAC system investment. The automation system is a critical component in maximizing system comfort, efficiency, and overall operation. It is also crucial to ensure the system is properly adjusted from design to the actual operating environment.

Gardiner has developed the Intelligent Services program in order to help:



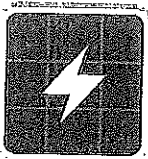
Improve Space Comfort

Utilize Gardiner's Space Comfort Scorecard to prioritize and address areas with comfort issues. Space comfort is graded based on a spaces ability to maintain set point over time, areas of concern show up as red or yellow.



Reduce energy spend

Gardiner will monitor facility energy usage along with system operation in order to identify areas of improvement, making adjustments and recommendations as necessary. Gardiner will also use national and local databases to compare your facility's performance to other similar facilities.



Reduce operational spend

Gardiner will use data driven service to reduce truck rolls, maximize technician time effectiveness, and prolong equipment life.



Reduce down-time

Gardiner Intelligent Services monitoring and diagnostics enable Gardiner to detect potential issues and avoid unnecessary down-time. It also allows us to remotely diagnose and resolve system issues, saving time and potential service truck rolls. Gardiner Intelligent Services can ensure the operating software is up to date as well as perform system back-ups so in case of a catastrophic event, the system can be restored and back in operating condition as quickly as possible.

The building automation system is vital to maintaining occupant comfort, productivity, and energy efficiency. Gardiner looks forward to the opportunity to support the objectives of your organization.

SERVICE AGREEMENT PRICING AND ACCEPTANCE

PROJECT & LOCATION:

McDonald Local Schools
 McDonald Roosevelt Elementary
 410 W. Seventh St.
 McDonald, OH 44437

GARDINER COMPANY, herein referred to as the Service Company, agrees to furnish services in accordance with the "General Terms and Conditions" and attached "Schedules". This AGREEMENT shall become valid only upon acceptance by **CUSTOMER** and approved by the Service Company.

This agreement price is **\$14,935.00** per year, payable **annually**. Any repairs provided outside the scope of the agreement will include a \$45.00 daily truck charge. Upon execution of this Agreement, the customer shall be responsible for determining proper Ohio sales tax. If you are tax exempt, please include your tax exemption certificate. This price is firm for three years.

This agreement is effective from **October 1, 2019, through September 30, 2022**, and shall remain in effect from year to year unless terminated by either party at the end of the anniversary date by giving at least thirty (30) days written notice.

Note: This price includes provisions for safety under standard industry & Gardiner safety guidelines. Any special additional safety training, equipment, or processes required by your organization could affect the project scope and/or hours and may result in a price adjustment. If you have any specific safety practices or requirements, please alert your sales representative immediately so we ensure that our proposal fully meets your requirements.

SUBMITTED BY: Jeff Covert
 Account Manager

Date: 8/22/2019

CUSTOMER ACCEPTANCE:

SERVICE COMPANY APPROVAL:

Signature: _____

Signature: Jeff Covert

Title: _____

Jeff Covert
 Account Manager

Acceptance Date: _____

Purchase Order No: _____

GARDINER COPY

GENERAL TERMS AND CONDITIONS

- I. **PRICE ADJUSTMENT**
This agreement price is firm for three year.
October 1, 2019, through September 30, 2022.
- II. **PAYMENT**
Terms of this agreement are net payment upon receipt of invoice. Gardiner Service Company DBA Gardiner, reserves the right to discontinue its service anytime payments have not been made as agreed. Taxes, if applicable, will be included in billing. CFC Tax has been passed for most refrigerants per the 1990 Budget Reconciliation Bill (H.R. 3299). The increase in refrigerant costs above the normal escalation rate in your contract and CFC Tax will be billed additional at time of use.
- III. **WARRANTY:** Gardiner guarantees service work and all materials of Gardiner's manufacture against defects in workmanship for 90 days from date of completion of the work and will repair or replace such products or components as Gardiner finds defective. This warranty does not include cost of handling, shipping, or transportation involved in supplying replacements for defective components. This warranty does not include the replacement of refrigerant lost from the system. On machinery and materials furnished by Gardiner, but manufactured by others, the only warranty provided is that of the manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THE PRECEDING PARAGRAPHS ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL GSC BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.**
- IV. **LIMITATION OF LIABILITY:** All claims, causes of action or legal proceedings against Gardiner arising from Gardiner's performance under this contract must be commenced by Customer within the express warranty period specified under Paragraph III hereof. Failure to commence any such claim, cause of action or legal proceeding within such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof by Customer. **IN NO EVENT SHALL GARDINER'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY GARDINER FROM CUSTOMER UNDER THIS CONTRACT, NOR SHALL GARDINER BE LIABLE FOR ANY SPECIAL INCIDENTAL, OR CONSEQUENTIAL, OR PUNITIVE DAMAGES. THESE LIMITATIONS ON DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION INCLUDING BUT NOT LIMITED TO CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY. GARDINER DISCLAIMS ANY LIABILITY FOR DAMAGES OF ANY KIND ARISING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.**
- V. **INDEMNITY:** Gardiner and customer shall mutually, in proportion to their respective degree of fault, indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and /or its respective employees or agents. With respect to any claims based on facts or conditions that occurred prior to expiration or termination of this agreement, the duty to indemnify will continue in full force and effect notwithstanding expiration or early termination.

GENERAL TERMS AND CONDITIONS

- VI. NO-HIRE; NO-SOLICITATION:** Customer hereby covenants and agrees that, without the prior written consent of the Company, he/it will not, directly or indirectly (including, without limitation, through any affiliate or related party), (for a period of two (2) years after the date hereof solicit the employment of, offer employment to or hire, any employee of the Company, or any individual whose employment with the Company ended less than one hundred eighty (180) days prior to such solicitation or offer. Customer acknowledges that in the event of a violation of the covenants contained in this Section, the Company's damages will be difficult to ascertain and the Company's remedies at law will be inadequate. Accordingly, the Customer agrees that, in addition to such remedies as the Company may have at law, the Company shall be entitled to specific performance of such covenants and to an injunction to prevent any continuing violation thereof.
- VII. DISPUTES AND CHOICE OF LAWS:** This contract shall be deemed to have been entered into and shall be governed by the laws of the State of Ohio. All claims, disputes, and controversies arising out of or relating to this contract, shall be submitted to mediation, pursuant to the Commercial Dispute Resolution Procedures ("CDRP") of the American Arbitration Association. The mediation shall take place in Cleveland, Ohio within thirty (30) days of the date the dispute arises. If mediation is unsuccessful, the dispute shall proceed to binding arbitration, pursuant to the CDRP, in Cleveland, Ohio, no later than sixty (60) days after the mediation is concluded. Any judgment upon the arbitration award may be confirmed in any court having jurisdiction thereof. The parties agree that any party to the arbitration shall be entitled to discovery from the other party as provided by the Ohio Rules of Civil Procedure. Any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the American Arbitration Association. Unless otherwise agreed, the arbitration shall be completed no later than six (6) months after the arbitration commenced.
- VIII. CUSTOMER OBLIGATIONS:** The Customer shall:
- Operate the equipment in accordance with manufacturer's recommended instructions.
 - Promptly notify Gardiner of any unusual operating conditions.
 - Provide access to the equipment including removal, replacement, or refinishing of the building structure if necessary.
 - Pay for any services and materials not specifically included in this agreement. Additional charges shall be made upon Customer's authorization at prevailing rates.
 - Disposal of old oil and refrigerant shall be the Customer's responsibility if it becomes classified as hazardous.
- IX. SERVICE COMPANY OBLIGATIONS:** It shall be the responsibility of Gardiner to inform the Customer of any adverse conditions beyond the scope of the preventive maintenance agreement and make recommendations to correct them.
- X. SUPPLEMENTAL CONDITIONS:** 1) **McDonald Local Schools** shall be considered a priority customer; Gardiner will respond to a service call within four (4) hours. 2) Any services or material supplied outside the context of this contract will be billed at best prevailing rate.
- XI. ENTIRE AGREEMENT:** These terms and conditions constitute the entire agreement between Gardiner and Customer. If there is a conflict with other terms and conditions, these terms and conditions shall control. No course of dealing or performance, or prior, concurrent or subsequent understanding, agreements, or representations become part of this contract unless expressly agreed to in writing by an authorized representative of Gardiner.

SCOPE OF COVERAGE

Intelligent Services**PROJECT & LOCATION:**

McDonald Local Schools
McDonald Roosevelt Elementary
410 W. Seventh St.
McDonald, OH 44437

OPERATIONAL SUPPORT	INTELLIGENT SERVICES
• Help Desk Support	<input checked="" type="checkbox"/>
• Operational Review	<input checked="" type="checkbox"/>
• On-Site Operational Reviews	<input checked="" type="checkbox"/>
• Remote Operational Reviews	<input checked="" type="checkbox"/>
• Building Analytics	<input checked="" type="checkbox"/>
• Dynamic Commissioning & Utility Bill Analysis	<input checked="" type="checkbox"/>
• Software Maintenance and Upgrades	<input checked="" type="checkbox"/>

SCHEDULES

Intelligent Services •

As part of all Gardiner Intelligent Services offerings, a data pump will be installed to gather and trend building data to analyze systems performance and to identify anomalies. All Intelligent Services agreements will require an external IP connection.

Help Desk

The Help Desk is staffed during normal business hours (8:00am – 5:00pm) to provide qualified technical assistance with questions related to the operation of the temperature control and building automation system. They can help assist with such things as:

- Set point changes
- Changing time schedules
- Setup of trends and calculations
- Changing user authorization settings
- Understanding the buildings operation
- Informal training

Operational Review Inspections

The operator interface is key to the performance of the building temperature control and automation system and ultimately the energy efficiency and the productivity of the facility. The Operational Reviews are designed to allow the Intelligent Services technician to take action on system deficiencies discovered through the trending of data.

On-Site Operational Reviews – Two Times per Year

- Investigate documented issues from the client
- Review and take corrective action on issues discovered through the trending of data
 - Programming modification
 - Sensor calibration / verification
 - Set-point modifications
 - Evaluate faulted control components
- Training on the building automation system
- Alarm routing and setup
- Software maintenance and upgrades

SCHEDULES

Intelligent Services •

Remote Operational Reviews – Time Times per Year

- Run system performance reports to identify deficient items on the building automation system
- Utilize pre-set system operating parameters to generate pass/fail conditions for all automated system components
- Identify items in alarm, overridden, or scheduling exceptions

Software Maintenance and Upgrades

Control system software is periodically upgraded and software patches are generated to improve system functionality. To assure that your system remains current with the latest major and minor revisions, the labor and material costs to install current patches compatible with the existing system software are included. In addition, a backup of the database will be performed to allow for ease in restoration in the event of catastrophic system failure. This will be performed during the on-site operational reviews.

Building Analytics

Dynamic Commissioning™ & Utility Bill Analysis

Gardiner will install a data pump to gather and trend building data to analyze systems performance and to identify anomalies. Gardiner Energy Engineers will analyze and interpret data into recommended action items to improve your facility operation, comfort, and energy efficiency.

The Gardiner Energy Engineer will also review utility bills using EnergyPrint™ and/or Metrix™ software. The Energy Engineer will monitor and track building performance, adjusting for weather and other applicable variables. If applicable, the facility's Energy Star rating will also be tracked.

Results and recommendations will be presented in summary reports including:

- Space Comfort Scorecards (if applicable)
- Detailed analysis of systems
- Energy Savings & Tracking Report
- Recommendations for operational, comfort, and energy improvements

MASTER ELECTRIC ENERGY SALES AGREEMENT

This Master Electric Energy Sales Agreement (this "Agreement") is entered into effective as of the 23rd day of August 2019 (the "Effective Date") by and between ENGIE Resources LLC ("ENGIE") and MCDONALD LOCAL SCHOOLS ("Customer"). ENGIE and Customer are also referred to as "Party" and collectively as the "Parties."

ENGIE has entered into a Master Agreement to Provide Services to an Affinity Group ("Affinity Agreement") with the Ohio Schools Council, the Ohio School Board Association, the Ohio Association of School Business Officials and the Buckeye Association of School Administrators (collectively doing business under the trade name Power4Schools ("P4S"). Pursuant to the Affinity Agreement, P4S has agreed to maintain a program through which P4S will endorse ENGIE's "Electricity Supply" to its members (the "Affinity Program") and a P4S-authorized Contract Price by which ENGIE may solicit P4S' members. Customer is a member of one of the entities comprising P4S.

Customer authorizes P4S, its designated consultants, and P4S's selected legal counsel, to represent Customer in connection with all matters, including legal proceedings, related to this Agreement, which is entered into pursuant to P4S' Master Agreement to Provide Service to an Affinity Group.

SECTION 1. TRANSACTION TERMS AND CONDITIONS

- 1.1 **Purchase and Sale.** ENGIE shall sell and deliver and Customer shall purchase and receive Electricity Supply pursuant to a Sales Confirmation and the terms and conditions herein. Any conflict between the terms of this Agreement and an applicable Sales Confirmation shall be resolved in favor of the Sales Confirmation. Any conflict between the terms of the Affinity Agreement and either this Agreement or an applicable Sales Confirmation shall be resolved in favor of the Affinity Agreement. During the term of this Agreement, should ENGIE fail to schedule the delivery of sufficient quantities of electricity to Customer by the local utility distribution company, Customer and ENGIE recognize: (i) the local utility distribution company, per the local utility distribution company's Tariff responsibilities, nevertheless is obligated to deliver sufficient electricity to satisfy Customer's needs and (ii) ENGIE shall settle with the ISO and/or EDU subject to Section 1.4 herein at no additional cost or expense to Customer with respect to the purchase of electricity to cover any such failure.
- 1.2 **Contract Price.** Customer shall pay ENGIE the Contract Price as specified in an applicable Sales Confirmation.
- 1.3 **Term.** This Agreement shall be effective on the Effective Date and continue to, or immediately following, the End Date contained in the attached Sales Confirmation, but in no event later than the end of the Billing Cycle that contains the End Date. Either Party may terminate this Agreement upon thirty (30) days prior written notice. This Agreement shall terminate within thirty (30) days upon the occurrence of any of the following events: (1) ENGIE's receipt of written notice from P4S or its retail program's Program Manager that some or all of Customer's accounts subject to this Agreement no longer takes distribution service from the electric distribution utility ("EDU"); (2) ENGIE's receipt of written notice from P4S or the Program Manager that the Participating Member is no longer an affinity member of P4S's retail electric program; or (3) P4S terminates its Master Agreement to Provide Services to an Affinity Group with ENGIE. **Notwithstanding the foregoing, the termination of this Agreement or the Affinity Agreement with ENGIE shall not affect or excuse the performance of either Party pursuant to any provision of this Agreement that by its terms survives any such termination and provided, further, any Sales Confirmations executed pursuant to this Agreement shall remain in effect, and the provisions of this Agreement shall continue to apply until both Parties have fulfilled all obligations with respect to the underlying transactions. The termination of this Agreement does not terminate any Sales Confirmation executed pursuant to this Agreement.**
- 1.4 **Billing and Payment.** Following the receipt of Utility Related Charges (as defined in the Sales Confirmation), ISO fees or charges, and Customer's metered electric energy consumption, ENGIE will deliver to Customer an invoice for the amount due for the preceding billing cycle. The invoice shall include the monthly charges for energy consumption and any other charges or fees imposed pursuant to the terms of this Agreement, and Taxes and Utility Related Charges. ENGIE may use estimated data for billing subject to future reconciliation upon receipt of actual data. Payment shall be due to ENGIE by check, electronic transfer or any other mutually agreed upon payment method in accordance with the payment terms of the Sales Confirmation. Overdue payments will accrue interest at the Interest Rate from the due date to the date of payment. If any amount of an invoice is disputed in good faith, Customer shall pay the undisputed portion of the invoice when due. Any disputed amounts that are determined to be owed to Customer shall be re-paid by ENGIE with interest accrued at the Interest Rate from the date payment was due through the date of re-payment to the Customer. If ENGIE elects to utilize the applicable local utility to distribute invoices, Customer shall comply with the billing and payment requirements of the local utility.

SECTION 2. GENERAL TERMS AND CONDITIONS

- 2.1 **Notices.** Notices and correspondence shall be in writing and delivered by regular or electronic mail, or similar means and deemed received on the date transmitted or delivered (after business hours on next Business Day) and notice by overnight mail or courier is deemed received two (2) Business Days after it was sent. All notices shall be provided to the person and addresses specified in Section 4, or to such other person and address as a Party may specify in writing to the other Party.

- 2.2 **Taxes.** Taxes means all fees and taxes (other than income taxes) imposed by a governmental authority on the purchase and sale of electricity, including utility, gross receipts, sales, use, franchise and excise taxes. Customer is responsible for all Taxes and shall reimburse ENGIE for the cost of any such Tax without markup, whether levied directly on Customer or ENGIE. Customer will provide any applicable Tax exemption certificates, and until provided, no exemption will apply. ENGIE will not refund or credit previously paid Taxes but will assign to Customer applicable refund claims.
- 2.3 **Title, Risk of Loss.** Title, liability and risk of loss associated with the electric energy purchased and sold hereunder shall pass from ENGIE to Customer at the delivery point specified in an applicable Sales Confirmation.
- 2.4 **Credit Assurances.** If requested by a Party, the other Party or its Guarantor shall provide copies of all its SEC Form 10-K and/or Form 10-Q reports or, if such reports are unavailable, copies of the Party's most recent audited financial statements. Such reports shall be prepared in accordance with generally accepted accounting principles. If either Party has reasonable grounds to believe the other Party has experienced a Material Adverse Change or the other Party's creditworthiness or performance under this Agreement has become unsatisfactory, then that Party shall provide the other with written notice requesting Performance Assurance in an amount determined in a commercially reasonable manner. Upon receipt of such notice, the receiving Party shall have three (3) Business Days to remedy the situation by providing such Performance Assurance. In the event 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 any remedies set forth in this Agreement.
- 2.5 **Force Majeure.** Force Majeure means an event that is beyond the reasonable control of the claiming party that could not have been prevented by the exercise of due diligence, including, but not limited to: acts of God; civil disturbances or disobedience; labor dispute or shortage; sabotage; explosions; accidents affecting machinery or power lines; lightning; earthquakes; fires; storms; tornadoes, floods, failure of transmission or distribution, failure of generation and acts of a public enemy. Nothing contained herein shall be construed to require a claiming party to settle any strike or labor dispute. If either Party is rendered unable by Force Majeure to carry out, in whole or part, its obligations under this Agreement, such Party shall give notice and provide full details of the event to the other Party in writing as soon as practicable after the occurrence of the event. During such Force Majeure period, the obligations of the Parties (other than to make payments due) will be suspended. The Party claiming Force Majeure will make all commercially reasonable attempts to remedy the effects of the Force Majeure and continue performance; provided, however, that no provision of this Agreement shall be interpreted to require ENGIE to deliver, or Customer to receive, electric energy at points other than the delivery point(s). Force Majeure shall not include (a) Customer's decision to shut down, sell or relocate its facilities, (b) economic loss due to Customer's loss of markets or suppliers, or (c) changes in market conditions.
- 2.6 **Events of Default.** An "Event of Default" means: (a) the failure to make, when due, any payment required under this Agreement if such failure is not remedied within five (5) Business Days after written notice, or (b) Customer cancels, terminates or discontinues service, switches service to another supplier, or transfers service to the default service provider, after the Effective Date of a Sales Confirmation executed pursuant to this Agreement; or (c) any representation or warranty made by a Party in this Agreement proves to have been false or misleading in any material respect when made or ceases to remain true during the Term; or (d) the failure by a Party to perform any material covenant set forth in this Agreement and for which a remedy is not provided herein and such failure is not excused by the other Party in writing or by Force Majeure or cured within five (5) Business Days after written notice thereof; or (e) the failure of ENGIE or P4S to perform any material covenant set forth in the Affinity Agreement and for which a remedy is not provided herein and such failure is not excused by the other Party in writing or by Force Majeure or cured as provided in the Affinity Agreement; or (f) the failure of a Party to provide Performance Assurance in accordance with Section 2.4; or (g) absent agreement to the contrary applicable Sales Confirmation (absent a failure to perform by ENGIE); or (h) a Party: (i) makes an assignment or any general arrangement for the benefit of creditors; or (ii) otherwise becomes Bankrupt or insolvent.
- 2.7 **Remedies upon Event of Default.** If an Event of Default occurs, the non-defaulting Party shall have the right (i) to liquidate and terminate any and all Sales Confirmations hereunder and/or (ii) suspend performance. If non-defaulting Party elects to terminate and liquidate, it shall calculate the aggregate amount of losses it incurs in accordance with the following formula: Termination Payment = (Contract Price - Current Market Price) x (the amount of electricity remaining to be delivered under the terminated Sales Confirmations as shown in the Monthly Anticipated Consumption table attached thereto). Any such calculated settlement amount 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 2.8 LIMITATION OF LIABILITY. The non-defaulting Party shall provide a written explanation of its calculation of the Termination Payment to the defaulting Party, and the Termination Payment shall be due within five (5) Business Days thereafter.
- 2.8 **Limitation of Liability.** FOR BREACH OF ANY PROVISION FOR WHICH A REMEDY OR MEASURE OF DAMAGES IS PROVIDED, LIABILITY IS LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER DAMAGES OR REMEDIES ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS PROVIDED, THE LIABILITY OF THE DEFAULTING PARTY IS LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES IN TORT, CONTRACT UNDER ANY INDEMNITY PROVISION OR OTHERWISE.

- 2.9 P4S Related Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE PARTIES AGREE AND RECOGNIZE THAT P4S, EACH OF ITS ASSOCIATIONS, THEIR CONSULTANT AND PROGRAM MANAGER SHALL HAVE NO LIABILITY OF ANY TYPE (INCLUDING LIABILITY IN CONNECTION WITH ANY AND ALL CAUSES, WHETHER AS A RESULT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT LIABILITY (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR OTHERWISE), TO ANY PERSON OR ENTITY IN CONNECTION WITH ANY ACTION, OMISSION, DEFAULT, LOSS, FAILURE OR INTERRUPTION OF SERVICES, NON-PERFORMANCE, OR NON-PAYMENT BY ENGIE AND/OR CUSTOMER.
- 2.10 Indemnification. Except as limited by Section 2.8 and/or with regards to an act of omission by the EDU, each Party shall indemnify, defend and hold the other Party harmless from claims, demands and causes of action asserted by any person arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to electric energy is vested in such Party as provided in Section 2.3. . TO THE EXTENT PROHIBITED BY STATE LAW OR OTHER STATUTE, THIS PROVISIONS SHALL BE INAPPLICABLE TO GOVERNMENTAL AND PUBLIC ENTITIES, INCLUDING PUBLIC SCHOOL DISTRICTS.
- 2.11 Representations and Warranties. Each Party represents and warrants: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and qualified to conduct its business in jurisdictions necessary to perform this Agreement; (b) it has all regulatory authorizations, permits and licenses necessary to legally perform its obligations under this Agreement; (c) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law, rule, regulation, order, writ, judgment, decree or other legal or regulatory determination applicable to it; (d) this Agreement and each other document executed and delivered in accordance with this Agreement constitute its legally valid and binding obligation enforceable against it in accordance with its terms, subject to any equitable defenses; (e) it is not Bankrupt or insolvent and there are no reorganization, receivership or other arrangement proceedings pending or being contemplated by it, or to its knowledge threatened against it; and (f) it has read this Agreement and fully understands its rights and obligations under this Agreement, and has had an opportunity to consult with an attorney of its own choosing to explain the terms of this Agreement and the consequences of signing it. Customer further represents and warrants to ENGIE throughout the term of this Agreement that it has been disclosed to Customer, and Customer understands and agrees, that each of the to the associations doing business under the trade name "Power 4 Schools" (individually and collectively "P4S") and their consultants, and the Program Manager for P4S's retail electric program have a contractual relationship with ENGIE and will be compensated in connection with this Agreement. Customer further represents and warrants to ENGIE throughout the term of this Agreement that no facility or account listed on Attachment A, Exhibit 1 is classified by the applicable utility as a residential account. ENGIE and its successors and assignees make no warranty of any kind, either express or implied, including implied warranty of merchantability and fitness for a particular purpose with regard to the services ENGIE provides or activities Customer undertakes, pursuant to this Agreement. ENGIE has no duty to advise Customer or exercise judgment on Customer's behalf as to the merits or suitability of any transactions that ENGIE proposes to enter into with Customer.
- 2.12 Confidentiality. Neither Party shall disclose, unless authorized in writing by the other Party, the terms of this Agreement to a third party (other than the Party's employees or its lenders, advisors, insurers, counselors or accountants including, without limitation, Program Manager, P4S, and each of its associations) except in order to comply with any applicable law, order, regulation or exchange rule, to collect debts owed or to obtain transmission, distribution, ancillary or other regulated services; provided, each Party will notify the other Party of any proceeding of which it is aware which may result in non-routine disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation; provided, all monetary damages shall be limited to direct actual damages and a breach of this section shall not give rise to a right to suspend or terminate this Agreement. ENGIE acknowledges that nothing in this Section 2.12 shall limit, hinder or prohibit Customer from complying with the Ohio Public Records Act, O.R.C. Section 149.01, et seq., nor shall Customer be found to have violated this Section, or any other provision of this Agreement, for having fulfilled a valid Public Records request.
- 2.13 Modification. No amendment or modification will be enforceable unless reduced to writing and executed by the Parties.
- 2.14 Assignment and Binding Effect. Neither Party will assign this Agreement or any of its rights without the prior written consent of the other Party which shall not be unreasonably withheld. Any successor or assignee shall be subject to all the provisions of this Agreement to the same extent as though such were the original Party under this Agreement. Any successor to ENGIE shall be subject to all provisions of the Affinity Agreement with P4S. An assignment shall be effective when the assignee or transferee agrees in writing to assume all of the obligations of the assignor or transferor and to be bound by all of the provisions of this Agreement. This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Any assignment in violation of this Section shall be void.
- 2.15 Billing Dispute Resolution. A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice rendered under this Agreement within twenty-four (24) months of the date the invoice or adjustment to an invoice was rendered. In the event of any dispute, each Party will thoroughly investigate the matter and report the results of its investigation to the other Party. Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Section 2.14 within twenty-four (24) months after the invoice is rendered or any specific adjustment to the invoice is made.
- 2.16 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 may be resolved through non-binding formal dispute resolution methods, such as non-binding mediation, if agreeable to both Parties. The Parties may mutually modify these requirements herein and select any manner of dispute resolution that is agreeable to both Parties, including but not limited to binding formal dispute resolution methods, such as binding arbitration. If the Parties choose to be referred to Arbitration, the arbitration shall be in accordance with the American Arbitration Association Arbitration ("AAA") Rules in effect at the time of the dispute resolution, unless the Parties mutually select some other rules. The place of arbitration shall be in Columbus, Ohio at a place agreeable to both Parties. The arbitrator(s) function shall be limited to the functions mutually agreeable to both Parties; however, the arbitrator(s) shall not have the power to change, add to, subtract, or amend or modify in any way any provision(s) of this Agreement, unless otherwise agreed to by the parties. 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.

2.17 Change in Law. In the event that there is a change in law, administrative regulation, tariff, or any fees or costs imposed by the applicable ISO or by a Governmental Authority, or a change in ISO/RTO Operations, market structure, congestion zone design, or protocols, or a change in application or interpretation thereof, and such change causes ENGIE to incur any capital, operating or other costs relating to the provision of services contemplated herein and not otherwise reimbursed to ENGIE in order to maintain the same level and quantity of delivery of electric energy, ENGIE shall have the right to adjust the amounts payable by Customer under this Agreement if in accordance with the Affinity Agreement to reflect, based on the type of change, Customer's pro rata share of ENGIE's incremental costs resulting from such change. ENGIE shall provide Customer with at least thirty (30) days written notice that an adjustment will occur and the amount of the adjustment.

Governing Law. THIS AGREEMENT AND ALL MATTERS ARISING OUT OF OR RELATING TO IT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO, WITHOUT REGARD TO ANY CONFLICTS-OF-LAW PRINCIPLE THAT DIRECTS THE APPLICATION OF ANOTHER JURISDICTION'S LAWS. EACH PARTY CONSENTS TO THE PERSONAL JURISDICTION IN ANY FEDERAL OR STATE COURT WITHIN COLUMBUS, FRANKLIN COUNTY, OHIO IN ANY ACTION OR SUIT COMMENCED IN SUCH COURT, AND EACH PARTY HEREBY WAIVES ANY OBJECTION THAT IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR *FORUM NON CONVENIENS*. EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATING TO THIS AGREEMENT.

2.18 Misc. This Agreement and a Sales Confirmation executed in accordance with this Agreement constitute the entire agreement. There are no agreements or representations affecting the same subject matter other than those herein, except the Affinity Agreement. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions remain effective and enforceable to the extent permitted by law. All confidentiality and indemnity rights survive the termination. This Agreement may be executed in several counterparts, each of which will be an original and all of which constitute one and the same instrument. Except as expressly provided otherwise in this Agreement, all remedies in this Agreement, including the right of termination, are cumulative, and use of any remedy shall not preclude any other remedy in this Agreement. In any action or proceeding to collect amounts due under this Agreement, the prevailing Party shall be entitled to recover its collection costs and expenses, including reasonable attorneys' fees, from the other Party.

SECTION 3. DEFINITIONS

Bankrupt means a petition or the commencement of a proceeding under a bankruptcy, insolvency, reorganization or similar law, makes an assignment or any general arrangement for the benefit of creditors, becomes insolvent (however evidenced), or has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets.

Business Day means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day is 8:00 a.m. - 5:00 p.m. local time for the relevant Party (to whom the notice, payment or delivery is being sent to/received by) principal place of business.

Contract Price means the price in U.S. dollars as specified in an applicable Sales Confirmation.

Current Market Price means the wholesale price of electricity at the AEP-Dayton Hub and any Related Services (e.g. capacity, ancillary services) that are available for sale at the time of a termination and liquidation. Such price may be based on quotes from leading brokers, and other sellers in the wholesale market. In calculating the Termination Payment, the Non-Defaulting Party shall not be required to enter into any transactions in order to establish the Current Market Price the wholesale price for Related Services shall be those that are directly related to costs already committed to by ENGIE to serve that customer.

Firm Full Requirements Service means that either Party shall only be relieved of its obligations without liability to the extent that, and for the period during which performance is prevented by Force Majeure or any type of curtailment as ordered by the applicable ISO.

Governmental Authority means any federal, state, local, municipal or other government, any governmental, regulatory or administrative agency, commission or other authority.

Guarantor means an entity providing a guaranty of payment in favor of the other Party.

Interest Rate means the lesser of one and 1 ½ % per month or the maximum rate permitted by applicable law.

ISO means an Independent System Operator to be specified on a Sales Confirmation.

Material Adverse Change shall mean credit rating has dropped below BBB- per Standard & Poors or Baa3 per Moody's Investors Service.

Performance Assurance is collateral in the form of cash, letter of credit, corporate guaranty, or other security acceptable to requesting Party.

Utility Transfer Date is date which the utility permits ENGIE to commence or discontinue Customer's service. ENGIE is not responsible or liable for any loss, cost, charge, damage, or fee incurred by or assessed to Customer for a delay in enrollment. Customer understands that third parties are, in part, responsible for enrollment timeliness.

SECTION 4. NOTICES

	BUSINESS NAME CONTACT NAME	BILLING CONTACT	ENGIE CONTACT	CUSTOMER PAYMENTS
NAME: ATTN:			ENGIE Resources Inc. Attn: Retail	<u>Please wire payments to:</u> Mellon Bank <u>Account Title:</u> ENGIE Resources <u>Account Number:</u> 8-086-282 <u>ABA Number:</u> 031000037 For payment by check, please send to: ENGIE Resources P.O. Box 9001025 Louisville, KY 40290-1025
STREET ADDRESS:			1990 Post Oak Blvd.	
CITY, STATE, ZIP:			Houston, TX 77056	
PHONE #:			1-888-232-6206	
FAX #:			(713) 636-0927	
EMAIL:			custserv@na.engie.com	
	Customer DUNS No. _____	Customer Federal Tax ID (EIN) _____		

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

Customer: MCDONALD LOCAL SCHOOLS	ENGIE Resources LLC
Signature:	Signature:
Print Name:	Print Name:
Print Title:	Print Title:
Date:	Date:

**SALES CONFIRMATION
OHIO FIXED PRICE ENERGY-ONLY WITH ALL COMPONENTS PASSED THROUGH**

This Sales Confirmation is entered on 23rd of August, 2019 ("Confirmation Effective Date"), by and between ENGIE Resources LLC ("ENGIE") and MCDONALD LOCAL SCHOOLS ("Customer") (collectively referred to as the "Parties") pursuant to and subject to the Master Electric Energy Sales Agreement dated 23 of August, 2019 by and between the Parties (the "Master Agreement"). Terms not defined herein shall have the meaning given in the Master Agreement.

Transaction Term: This Sales Confirmation shall be effective on the Confirmation Effective Date and service shall commence at the Contract Price on the Utility Transfer Date immediately on or following the Start Date. Service shall remain in effect at the Contract Price through the Utility Transfer Date immediately on or following the End Date, but in no event later than the end of the January 2022 Billing Cycle. Customer's options for service beyond the Utility Transfer Date immediately following the End Date include: i) if Engie and P4S has amended and extended the Affinity Agreement, executing an agreement with ENGIE for new terms and conditions of service or ii) transferring to another competitive supplier. In the event Customer does not timely exercise one of the options specified, ENGIE shall submit a request to Customer's utility to transfer Customer's service to the applicable default service provider, in accordance with the utility guidelines. In the event the utility does not timely transfer Customer's account(s) to default service by the Utility Transfer Date immediately following the End Date, service by ENGIE shall continue until such transfer(s) are complete. For service after the End Date but prior to the transfer to default service, Customer shall pay ENGIE the real-time index price, plus a per kWh post-term charge, plus any applicable non-utility charges, and other ISO charges or administrative fees. Taxes and Utility Related Charges are additional.

Full Swing Transaction: Customer's electricity consumption is variable and not subject to a maximum or minimum usage limit.

Contract Price: Customer shall pay ENGIE the applicable Contract Price as specified in Attachment A, Exhibit 1 per kWh of electric energy consumed in a Billing Cycle, multiplied by the Loss Multiplier factor specified in Attachment A, Exhibit 1. The Contract Price includes a broker fee. The Contract Price does not include Taxes or Utility Related Charges.

Losses. Losses (distribution and transmission losses incurred in connection with delivery of energy) are not included in the Contract Price. The quantity of energy consumed in a Billing Cycle shall be multiplied by the Loss Multiplier factor set forth in Attachment A, Exhibit 1.

Transmission Related Charges. The following charges are billed to Customer by the local electric utility company, and not included in the Contract Price: Network Integrated Transmission Service, Transmission Enhancement, and other transmission-related ancillary services unless ENGIE enrolls Customer as part of the Non-Market-Based ("NMB") Pilot Program outlined in FirstEnergy's Fourth Electric Security Plan ("ESP IV"), Supplemental Stipulation, Section V.A.2.

RMR Charges. The Contract Price does not include Real-time Reliability Must Run (RMR) charges. RMR Charges are directly billed to the Customer by the local utility.

Ancillary Services: The rate for Ancillary Services will be summarized in the Customer bill and are not included in any other charge identified in this Sales Confirmation.

Taxes and Utility Related Charges: Taxes and Utility Related Charges are separately listed in the Customer bill and are not included in any other charge identified in this Sales Confirmation.

Congestion (Basis) Charge: Customer shall pay the Congestion Charge for each kWh of electric energy consumed during a Billing Cycle. The Congestion Charge shall be equal to the difference between the hourly Day Ahead or Real time (as indicated by the Index Settlement on Attachment A) market clearing prices for the Pricing Point (the AEP-Dayton Hub) and the Delivery Point, as posted by the ISO. This charge or credit shall be adjusted by the Loss Multiplier.

Capacity Charge: Customer shall also pay ENGIE the Capacity Charge for each Billing Cycle. The Capacity Charge shall be equal to the following:

- (1) If Capacity Price is specified in Attachment A, Exhibit 1, the Capacity Charge shall be equal to the product of (i) the Fixed Capacity Price and (ii) the capacity obligation (in kW) as assigned to Customer's accounts by the applicable utility and/or ISO for the relevant period.
- (2) If Capacity Settlement is specified in Attachment A, Exhibit 1, the Capacity Charge shall be equal to any capacity-related ISO charges attributable to Customer's account(s) for the relevant period.

Addition or Deletion of Facilities: During the term of this Agreement, upon advance written notice by Customer, ENGIE shall include additional Customer facilities for service under this Agreement at the Contract Price, or to delete facilities from service for no early termination fee, up to the point at which the monthly consumption volumes, net of all additions or deletions, is not more than twenty percent (20%) above or below the initial Monthly Anticipated Consumption by zone as specified in Attachment A, Exhibit 2 (the "Add/Delete Band"). Facility addition(s) that cause the Add/Delete Band to be exceeded ("Exceeded Facilities")

may be, at ENGIE's sole discretion, added at the Contract Price. If ENGIE does not offer to add Exceeded Facilities at the Contract Price, Customer and ENGIE may agree to a price for the additional volumes. Exceeded Facilities deletion(s) in excess of the Add/Delete Band may be, at ENGIE's sole discretion, deleted for no early termination charge for such deletion(s). If ENGIE does not offer to delete such facility(ies) for no early termination charge, Customer shall pay ENGIE for the liquidation value (Contract Price less current market price) of the associated quantity liquidated within 20 days of notice from ENGIE of such amount due. The timing of completion for any addition or deletion shall be determined by the enrollment/drop rules in effect for the applicable market.

Facilities, Accounts and Quantities: See Attachment A.

Component Pass Through: Only customary non-energy commodity charges required for the provision of retail electric supply to customers in Customer's rate class and service area shall be passed through to Customer. All non-energy commodity component charges shall be passed through to Customer at cost without markup, and shall not be materially higher than and shall be substantially similar to, those charged to other Ohio competitive retail electric service customers of ENGIE in the same customer class and service area.

Miscellaneous:

Public Utility Commission of Ohio Required Contract Disclosures for Small Commercial Customers (defined by Chapter 4901:1-21 and Chapter 4928.01(A)(2) of Title 49 of the State of Ohio Revised Code:

- a. Your local electric utility company may charge you fees for switching your account(s) to ENGIE.
- b. You have the right to request, not more than two (2) times in a twelve (12) month period, up to twenty-four (24) months of your payment history with ENGIE. ENGIE shall provide this information to you at no additional charge.
- c. You may contact ENGIE at the mailing address or telephone number listed in Section 4. The hours of operation for telephone service are eight a.m. to five p.m., week days, Central Standard Time. You may also find more information at www.engieresources.com.
- d. You have a right to rescind this Agreement within seven (7) calendar days from the postmark date of the utility's confirmation notice by timely contacting ENGIE by phone at the number listed in the Notices Section herein and contacting its local electric utility company in writing or by phone to request to rescind the Agreement.
- e. ENGIE may terminate this Agreement on fourteen (14) days written notice to Customer should Customer fail to pay an invoice or meet any agreed-upon payment arrangements.
- f. You have the right to terminate this Agreement, upon prior written notice to ENGIE, without penalty, if the following circumstances occur: (i) you move or relocate the facility(ies) specified in Attachment A outside of ENGIE's service territory or into an area where ENGIE charges a different rate than your current Contract Price;
- g. Procedure for Handling Consumer Complaints: If your complaint is not resolved after you have contacted ENGIE and/or your local electric utility company, or for general utility information, you may contact the Public Utility Commission of Ohio for assistance at 1-800-686-7826 (toll-free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.PUCO.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service).
- h. ENGIE is prohibited from disclosing your social security number and/or account number(s) without your consent except for providing such information for the purpose of collections or credit reporting or assigning this Agreement to another electric supplier.
- i. If you switch or transfer the electric energy service provided pursuant to this Agreement to the local electric utility company, you may not be served under the same contract rate, terms or conditions that apply to other customers served by such local electric utility company.
- j. If you are interested in budget billing, that service would have to be arranged through the utility, as we do not offer it directly.
- k. ENGIE's environmental disclosure information can be found on our website: <http://www.engieresources.com/ohio-state-compliance>

IDR Meter Authorization: Customer shall provide authorizations to ENGIE in order to allow ENGIE to receive interval meter data (IDR) from Customer's facility(ies) listed on Attachment A. At its sole cost, ENGIE or its representative shall have the right to access or install telemetry from Customer's facility(ies) listed on Attachment A in order to track and evaluate Customer's usage on a regular basis for the purpose of load forecasting.

"Rate Ready" Accounts. For account(s) in which the applicable utility uses a "rate ready" billing system, the Contract Price during the Post-Term Period shall be a monthly variable rate set by ENGIE plus a post-term charge and any applicable non-utility related charges, ISO charges or administrative fees. Taxes and Utility Related Charges are separately listed in an invoice. Customer may terminate post-term service at any time without liability.

On-Site Customer Generation: The Contract Price is conditioned upon Customer's representation that, except for emergency back-up generation used when the local utility is not capable of delivering electricity or educational tools for student development that do not produce material quantities of generation, Customer does not currently operate on-site generation or thermal storage facilities. Customer's installation and operation of on-site generation or thermal storage

during the Transaction Term shall not be prohibited or a violation of this provision; provided, however, Customer shall provide ENGIE with notice regarding the size, operating characteristics, and installation schedule of the contemplated generation within a commercially reasonable time prior to the operation start date. If such operation causes a decrease in excess of twenty percent (20%) below in the net monthly consumption volume across all facilities served pursuant to this Sales Confirmation (per the initial Monthly Anticipated Consumption table on Attachment A), ENGIE may calculate in a commercially reasonable manner the value of any economic loss resulting from the reduced load caused by such operations and such shall be due from Customer to ENGIE.

Government/Public Entity Payment Terms and Indemnity Waiver. This Agreement may be subject to state mandated payment term requirements for government/public entities; Customer shall provide a written verification of the applicability of such provision(s) to ENGIE to receive such extended terms at an additional cost to be determined by ENGIE. To the extent prohibited by state law or other statute, the Indemnification provision set forth in the Master Agreement shall be inapplicable.

Performance Assurance. In the event that Customer provides Performance Assurance, such Performance Assurance shall remain in place until 90 days beyond the End Date. If such Performance Assurance is in the form of cash, any remaining balance shall be returned to Customer after all payment obligations have been fulfilled.

'Independent System Operator' (ISO) means the system operator that controls or governs the transmission and distribution system or any successor thereto for the location where the facility(ies) are physically located.

"Ancillary Services" shall include, but not be limited to, the following charges assigned to the Customer by ENGIE in a commercially reasonable manner: Day Ahead Operating Reserves, Real Time Operating Reserves, Regulation, Synchronized Reserves, Supplemental Reserves, Synchronous Condensing, Reactive Services, Inadvertent Interchange, Transmission Owner Scheduling System Control and Dispatch, PJM Scheduling System Control and Dispatch, Reactive Supply and Voltage Control, Black Start, NERC/RFC Charges, Expansion Cost Recovery Charges, Transmission Enhancement Charges, RPS (Renewable Energy Portfolio Standards) Compliance Fees, Generation Deactivation (RMR), governmental fees and any other ISO charges or administrative fees incurred in connection with the delivery of energy to the delivery point as specified in Attachment A, Exhibit 1.

"Utility Related Charges" means tariff based charges or surcharges assessed by a local utility arising from or related to, including but not limited to, (i) transmission and distribution of energy (other than network integrated transmission service); (ii) stranded costs or transition costs and any other similar types of charges associated with the opening of the applicable state's electric market to competition; (iii) system reliability, rate recovery, future payback of under-collections, amortization, of above market purchases or energy load repurchases, public purpose programs and all similar items.

"Capacity Price" means (i) the price as specified in Attachment A, Exhibit 1 in US dollars per kW-Month or, (ii) the price as specified in Attachment A, Exhibit 1 in US dollars per kW-Day multiplied by the number of days in the relevant Billing Cycle.

"Capacity Settlement" means the monthly, spot or ISO derived Capacity Price for the applicable ISO and capacity pricing zone.

"Fixed Capacity Price" means, where Capacity Price is specified in Attachment A, Exhibit 1 as "Fixed", (i) the price as specified in Attachment A, Exhibit 1 in US dollars per kW-Month or, (ii) the price as specified in Attachment A, Exhibit 1 in US dollars per kW-Day multiplied by the number of days in the relevant Billing Cycle.

"Post-Term Charge" means the \$/kWh charge of electric energy consumed as specified on the Attachment A. ENGIE may, at its discretion, charge an additional fee of up to \$0.0030/kWh of electric energy consumed if the number of accounts specified on the Attachment A exceeds 100.

Billing Contact Information: All invoices to Customer for service under this Sales Confirmation shall be provided to the person and address specified in the chart following the signature block of this Sales Confirmation.

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, ENGIE has or will have good title to the electricity sold hereunder by ENGIE and the electricity sold by ENGIE 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 ENGIE. By signing below, you certify that 1) you are authorized on behalf of Customer to enter into this Agreement with ENGIE; 2) Customer has Read the Terms & Conditions of this Agreement and agrees to be bound by them; 3) Customer authorizes ENGIE to

enroll the Account(s) listed in Attachment A with the Utility which will allow ENGIE to provide retail electricity; and 4) Customer authorizes Power4Schools ("P4S"), its designated consultants and P4S's selected legal counsel, to represent Customer in connection with all matters, including legal proceedings, related to this Agreement, which is entered into pursuant to P4S' Master Agreement to Provide Service to an Affinity Group.

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

SIGNATURES	
Customer: MCDONALD LOCAL SCHOOLS	ENGIE Resources LLC
Signature:	Signature:
Print Name:	Print Name:
Print Title:	Print Title:
Date:	Date:
CUSTOMER DUNS NUMBER: _____	
CUSTOMER FEDERAL TAX ID NUMBER (EIN): _____	
Customer: Please also sign the Attachment A. This Sales Confirmation will not be effective unless and until both documents (this Sales Confirmation and the Attachment A) are signed and returned to ENGIE.	

	BUSINESS NAME CONTACT NAME	* BILLING CONTACT	ENGIE Resources CONTACT	
NAME: ATTN:			ENGIE Resources	CUSTOMER PAYMENTS Wire payments to: Mellon Bank Account Title: ENGIE Resources Account No 8-086-282 ABA Number: 031000037 For payment by check, please send to ENGIE Resources P.O. Box 9001025 Louisville, KY 40290-1025
STREET ADDRESS:			1990 Post Oak Blvd.	
CITY, STATE, ZIP:			Houston, TX 77056	
PHONE #:			1-888-232-6206	
FAX #:			(713) 636-0927	
EMAIL:			custserv@na.engie.com	

*Required Information

Customer: MCDONALD LOCAL SCHOOLS
 Effective Date: 08/23/2019
 Agreement #: 1-J8696W,1
 PR #: 1-J7S0BM,1

ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

Product Code: FP03-CP01B-PT01-AD04-CA04A
 Product: Fixed W/ Loss Multiplier

Exhibit 1: Facilities and Accounts

#	Facility Name Service Address	City, State, Zip	County	Utility	Delivery Point	Account Number	Rate Schedule	Start Date	End Date
1	600 IOWA AVE	MCDONALD, OH 44437-4437		ATSI0E	FE0HIO_RESID_ AGG (OE)	08004632350001141349	OE-GSD	01/01/2020	12/31/2021
2	600 IOWA AVE	MCDONALD, OH 44437-4437		ATSI0E	FE0HIO_RESID_ AGG (OE)	08037532660001141350	OE-GSD	01/01/2020	12/31/2021

Add/Delete Tolerance Band:	20
Capacity Settlement:	Monthly
Contract Price (\$/KWh):	0.03194
Index Settlement:	Day Ahead
Loss Multiplier:	1.09486
Pricing Point:	DEFAULT_HUB
Post Term Charge (\$/Kwh):	Return to EDU

PRICE DISCLAIMER: The Contract Price Identified in this Attachment A to the Sales Confirmation is valid until 09/23/2019 4:00 pm CST. Upon expiration of the validation time period, ENGIE reserves the right to update the Contract Price or to refuse to enter into this transaction with Customer.

Customer: MCDONALD LOCAL SCHOOLS
Effective Date: 08/23/2019
Agreement #: 1-J8696W,1
PR #: 1-J7S0BM,1

ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

Exhibit 2: Monthly Anticipated Consumption (in MWh)

Delivery Point: FEOHIO_RESID_
AGG (OE)

Month	Year	MWh
Jan	2020	98.93
Feb	2020	87.88
Mar	2020	70.96
Apr	2020	57.31
May	2020	66.70
Jun	2020	67.83
Jul	2020	128.18
Aug	2020	118.56
Sep	2020	109.61
Oct	2020	87.12
Nov	2020	65.86
Dec	2020	56.28
Jan	2021	95.20
Feb	2021	85.92
Mar	2021	71.89
Apr	2021	57.38
May	2021	66.66
Jun	2021	68.84
Jul	2021	129.48
Aug	2021	119.85
Sep	2021	108.86
Oct	2021	85.45
Nov	2021	67.48
Dec	2021	56.26

Customer: MCDONALD LOCAL SCHOOLS
Effective Date: 08/23/2019
Agreement #: 1-J8696W,1
PR #: 1-J7S0BM,1

ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

ACKNOWLEDGMENT:

Customer has reviewed the Account Numbers on this Attachment A for accuracy and completeness and verifies that the facilities and accounts identified on this Attachment A are owned or under its control.

Signature: _____

Print Name: _____

Customer, please check this box if your accounts are tax exempt.
If tax exempt, please send your tax exemption certificates to custserv@na.engie.com
We cannot apply the tax exemption until we receive your certificates.

RES. NO. 19-210
 RESOLUTION APPROVING MEDIATION AGREEMENT

The Board of Education of the McDonald Local School District, McDonald, Ohio, met in special session on the 11 day of SEPT, 2019, at the offices of said Board with the following members present:

<u>JOSEPH CAPPUZZELLO</u>	<u>THOMAS HANNON</u>
<u>WENDY HIGGINS</u>	<u>JODY KLASE</u>
<u>JOHN SAGANICH</u>	

The Treasurer advised the Board that the notice requirements of O.R.C. §121.22 were complied with for the meeting.

MRS. KLASE moved the adoption of the following resolution:

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the McDonald Local School District, McDonald, Ohio, that:

Section 1: The Board of Education hereby approves the attached Mediation Agreement, and authorizes the Superintendent to execute it, and the Superintendent and Treasurer to take appropriate steps to effectuate it.

Section 2: It is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in these formal actions were in meetings open to the public and in compliance with the law.

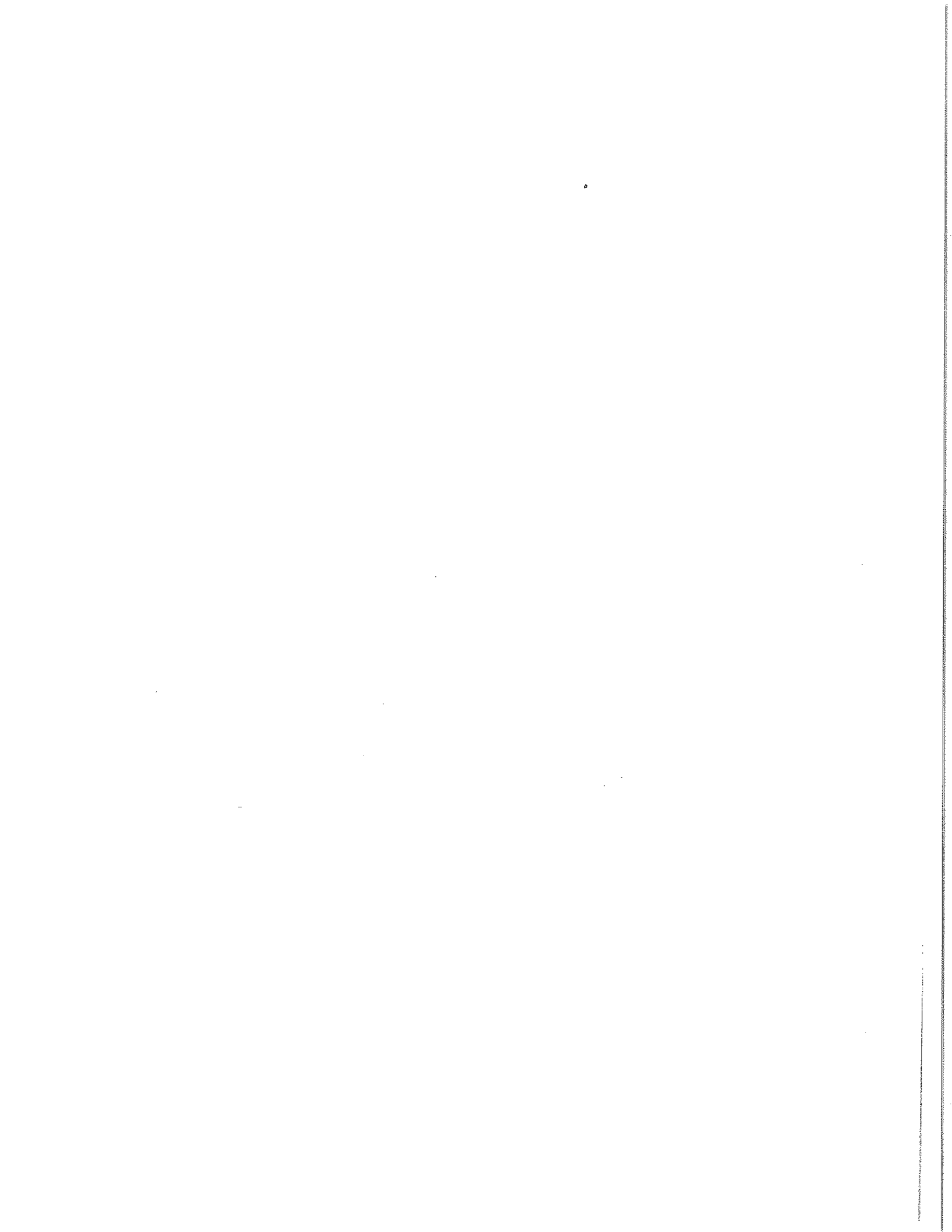
MRS. HIGGINS seconded the Motion, and upon roll call, the vote resulted as follows:

<u>MRS. KLASE</u>	<u>YES</u>	<u>MRS. HIGGINS</u>	<u>YES</u>
<u>MR. CAPPUZZELLO</u>	<u>YES</u>	<u>MR. HANNON</u>	<u>YES</u>
<u>MR. SAGANICH</u>		<u>YES</u>	

> Motion passed and adopted this 11 day of SEPT, 2019.

John M. Higgins
 President, Board of Education

ATTEST:
Megan L. Titus
 Treasurer



Volleyball Camp

The McDonald High School volleyball team will be hosting a skills camp for girls in first through sixth grade.

Date: Friday, October 11th

Time: 10:00 -12:00 am

Where: Roosevelt Elementary Gym

Cost: \$25.00

Each participant will receive two hours of skills training from Coach Amy Harrison and varsity team members, a t-shirt and a student ticket to the October 10th game against JFK. (*Students must be accompanied by a paying adult.)

If you are interested please fill out the form below and return it with payment to Mrs. Mason at Roosevelt by **September 13th.**

**Please make all checks to McDonald Local Schools.*

Student's name: _____

Homeroom teacher: _____

Parents's name: _____

Phone number: _____ Shirt size : YS YM YL AS AM AL AXL

Medical conditions: _____

Parent's signature: _____

