

## ENERGY SERVICES AGREEMENT

This **ENERGY SERVICES AGREEMENT** ("Agreement") is made this 1st day of March 2025 between **Optics Consulting LLC. (OPTICS)**, and **Boardman Local Schools (CLIENT)**. OPTICS and CLIENT agree as follows:

- 1. SERVICES AND FEES.** Services and fees are described in Exhibit 1-Energy Services.
- 2. TERM.** This is valid March 1, 2025 and expires on February 28, 2030.
- 3. CANCELLATION FOR CONVENIENCE.** CLIENT may cancel the Agreement by giving written notice at least 30 days before effective date of the cancellation of the Agreement.
- 4. CONTRACT BENCHMARKS.** This section is applicable only if CLIENT elects to participate in shared savings contract structure. If CLIENT elects to participate in a shared savings contract, the parties will meet to establish CLIENT's existing energy prices and cost structures. This meeting will occur within two (2) weeks of the signing of the Agreement. At that meeting, the parties will determine a true cost of energy benchmark, which will be established by reviewing either the CLIENT's historical energy spend and/or forward markets. The agreed upon benchmark shall represent the price from which any future savings shall be determined. OPTICS shall be compensated based upon savings realized from the established benchmark.
- 5. ADDITIONAL SERVICES.** CLIENT understands and agrees that OPTICS is not providing professional engineering services under this Agreement. This Agreement is limited to the scope of services described in Exhibit 1. If engineering services or additional energy management services are required by CLIENT, OPTICS will submit a separate proposal for such services.
- 6. INVOICING AND PAYMENT.** Payment by CLIENT of Invoices sent by OPTICS shall be due within thirty (30) days following CLIENT's receipt of any invoice. OPTICS shall submit monthly invoices to CLIENT at the following address:  
  
a.ginnetti@boardmanschools.org  
  
Invoices are to be provided by OPTICS at no additional cost to CLIENT. CLIENT shall pay OPTICS within thirty (30) days after receipt of the invoice. If not paid in full, a Finance Charge will be imposed upon the balance at a periodic rate of 1-1/2% per month until paid.
- 7. NOTICES.** All notices, requests, or approvals required hereunder shall be in writing and shall be deemed given when received. All such notices shall be delivered personally, by certified mail, return receipt requested, or by overnight carrier to the addresses on this Agreement.
- 8. NOTICE PURSUANT TO AGENCY AGREEMENT.** For OPTICS to negotiate and execute energy purchases on behalf of CLIENT, CLIENT must execute an Agency Agreement granting OPTICS name, place, and stead in anyway which it could act with respect to researching, negotiating, executing, terminating, rescinding, and delivering energy product and service agreements with competitive energy suppliers and

utilities. Pursuant to OPTICS's Agency, OPTICS will provide CLIENT notice of any negotiations on its behalf and will only act with CLIENT's written pre-approval.

**9. GOVERNING LAW.** The validity, performance, and construction of this Agreement shall be governed and interpreted in accordance with the laws of Ohio.

**10. ENTIRE AGREEMENT.** This Agreement and the Exhibits corresponding hereto embody the entire agreement and understanding of the parties, supersede all prior agreements and understandings between the parties with respect to the subject matter hereof, and may not be contradicted by evidence of any prior or contemporaneous oral or written agreement. No amendment to this Agreement shall be valid unless executed by both parties.

**11. ASSIGNABILITY.** Neither party may assign this Agreement without the prior written consent of the other party. This Agreement shall be binding upon the parties and all assigns and other successors-in-interest.

**12. NO WAIVER.** No waiver in requirements of this Agreement shall occur based on a failure of either party to provide notice of any default or other requirement under this Agreement, and failure to object to any default shall not operate as or be construed as a waiver of any future default, whether like or different in character.

**13. METERS.** The meters included in this Agreement for which OPTICS shall perform are inclusive of natural gas and electricity.

Ohio Edison Accounts

110-015-550-426, 110-162-185-398, 110-162-185-513, 110-162-193-699, 110-162-194-069,  
110-015-731-232, 110-016-275-643, 110-029-285-555, 110-125-696-259, 110-130-374-298,  
110-130-883-447, 110-130-883-470, 110-162-185-513, 110-162-193-640, 110-162-194-069,

## **14. SOFTWARE**

**14.1 WARRANTY AND INDEMNIFICATION.** OPTICS warrants that the use of the software installed at CLIENT's site per Exhibit 1 shall not infringe upon any third party's United States patent, copyright, or trade secret. At its own expense, OPTICS shall indemnify, defend, and hold harmless CLIENT, and/or any trustee, officer, employee, or other representative of CLIENT, against all claims, demands, suits, investigations, judgments, settlements, liabilities, and expenses (including reasonable legal fees of counsel acceptable to CLIENT) arising out of, or based upon, CLIENT's use of the software, regardless of whether CLIENT is alleged or found to be partially liable for any such infringing activity.

CLIENT shall give OPTICS prompt notice of any such infringement or other claim, suit, or proceeding, shall permit OPTICS, through its counsel, to defend such claim, suit, or proceeding, and shall give OPTICS available information and reasonable assistance about the defense of such claim, suit, or proceeding. OPTICS shall have complete control of the defense of any such claim, suit, or proceeding, including appeals,

negotiations, and the right to affect a settlement or compromise thereof. If the software should become the subject of any adjudication or injunction that the software infringes upon any third party's United States patent, copyright, or trade secret, OPTICS, at its expense, shall: secure for CLIENT the right to continue using the software; replace or modify the software to make it non-infringing; or, if commercially reasonable efforts to achieve the foregoing are unsuccessful, CLIENT shall have the right to terminate this Agreement immediately without penalty.

**14.2 PROPRIETARY INFORMATION AND LICENSE.** CLIENT acknowledges and agrees that the OPTICS Energy Applications are the exclusive property of OPTICS, and that OPTICS shall own and retain all right, title, ownership and interest in the OPTICS Energy Applications and all software, methodologies, processes, ideas, data, know-how and related documentation contained therein or used in connection with the operation thereof, including all intellectual property rights and any modifications, enhancements and derivations thereof ("Proprietary Information"). OPTICS grants to CLIENT a non-exclusive, non-transferable license, during the term of this Agreement, to use the OPTICS Energy Applications as provided under this Agreement. CLIENT shall not modify, translate, decompile, create, or attempt to create, by reverse engineering or otherwise, the source code of the OPTICS Energy Applications or adapt the OPTICS Energy Applications.

**15. APPOINTMENT OF AGENT.** Pursuant to this Agreement, CLIENT shall appoint OPTICS as its Agent for the sole purpose of researching, negotiating, and recommending agreement(s) with competitive energy suppliers on its behalf. Nothing in the Appointment of Agent agreement shall authorize OPTICS to enter into any agreements or execute any transactions without the CLIENT's prior written approval.

**16. WRITTEN NOTICE.** Written notice to be given to either party can be sent to the following addresses:

If to OPTICS:

Optics Consulting, LLC  
545 Metro Place South  
Suite 100  
Dublin, OH 43027  
Attention: Dave Ferro

If to CLIENT:

Boardman Local Schools  
7777 Glenwood Avenue  
Boardman, OH 44512  
Attention: Arthur J. Ginnetti III

**Boardman Local Schools**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Optics Consulting, LLC**

**David M. Ferro CEO**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**EXHIBIT 1. ENERGY SERVICES AND FEES.**

The energy services provided by OPTICS under this Agreement are as follows:

**1. Energy Procurement Services**

1. Review existing energy procurement program and make recommendations for reducing energy costs.
2. Negotiate new or renegotiate existing energy supply contracts on behalf of the CLIENT with third-party energy suppliers. OPTICS will provide CLIENT approval documents recommending any energy transaction including the volume, term, and price of recommended transaction. No transaction will be executed without CLIENT's review and written approval.
3. Conduct Tariff Analysis to ensure that CLIENT site is utilizing the most cost-effective rate class available through the distribution utilities.
4. Establish, manage, and execute an energy procurement strategy with quantifiable goals and disciplined execution. OPTICS shall provide CLIENT with recommended energy transactions with supporting documentation based upon CLIENT's agreed upon benchmarks and budgets. In consultation with CLIENT, OPTICS shall establish quantifiable goals based upon CLIENT's cost of energy benchmark established by reviewing either the CLIENT's historical energy spend or forward markets. The agreed upon benchmark shall represent the price from which any future savings shall be determined. OPTICS shall be compensated based upon actual dollar savings realized from the established benchmark.
5. CLIENT will obtain access to the budget tracking process used by OPTICS. This will enable CLIENT to track volumes, hedge position, and report on budget and market to market analysis.
6. OPTICS will provide CLIENT with market analyses at least once a month and will provide updates more frequently upon request by CLIENT. The market analyses will enable the CLIENT to better understand markets conditions and to make better decisions concerning energy opportunities.
7. Services Miscellaneous
  - a. CLIENT will continue to receive separate invoices for supply and utility costs.
  - b. Each recommended transaction will include a transaction confirmation document from third-party supplier.
  - c. OPTICS will not add any additional costs to any transaction or Third-party supplier costs.
  - d. OPTICS will predict the 5- highest hours to help control capacity costs.

CLIENT will pay OPTICS based on the prices and schedule below:

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Shared Savings: CLIENT receives 70% of the savings, OPTICS receives 30% of the savings. Savings must be realized by CLIENT in advance of billing.

Appointment of Agent

The undersigned hereby:

Appoints Optics Consulting, LLC ("Agent") as its agent to act in its name, place and stead in any way which it could act with respect to researching, negotiating, terminating, rescinding and delivering, energy products and service agreements with competitive energy suppliers and utilities. We authorize Optics Consulting, LLC to have access to all invoices via utility and/or supplier portal.

Acknowledges that it can have only one supplier of energy for each metered service and that pursuant to this Appointment of Agent it is granting the Agent an exclusive right to, among other things, research, negotiate, and recommend an agreement(s) with competitive energy suppliers on its behalf.

Agrees that any third party receiving a duly executed copy or facsimile of this Appointment of Agent may act hereunder, and that revocation or termination hereof shall be ineffective as to the Agent and such third party unless and until actual written notice of such revocation or termination shall have been received by the Agent and such third party.

Represents to the Agent that it has the requisite corporate power and authority to perform its obligations under this Appointment of Agent and shall indemnify the Agent against any claims or losses because of this Appointment of Agent.

Company Name: Boardman Local Schools

Agent: Optics Consulting, LLC

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_