

ELECTRIC AUDIT PROJECT AGREEMENT

This AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2025 ("Effective Date") by and among _____ (hereinafter called the "District"), Ohio Schools Council (hereinafter called "OSC") and Yankel & Associates, Inc. (hereinafter called "Yankel").

RECITALS

- A. The District is a member of the Ohio Schools Council ("OSC"), which is a regional council of governments created under Ohio Revised Code Section 167.
- B. Yankel is engaged in the business of furnishing various utility consulting and bill auditing services to and on behalf of public entities.
- C. OSC and Yankel have entered into an Agreement ("OSC Agreement"), which is incorporated hereto by reference, for Yankel to perform an audit of OSC member school districts' FirstEnergy electric bills. The purpose of the audit is to determine whether there were FirstEnergy overcharges. Yankel is willing to furnish such services under the terms and conditions set forth in the OSC Agreement hereinafter.
- D. The District acknowledges and accepts the OSC Agreement as being on its behalf and as such desires to memorialize the understanding among the District, OSC and Yankel.
- E. The District, OSC and Yankel, each separately will be referred to herein as a "party" and collectively will be referred to herein as the "parties".

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the District and Yankel hereby agree as follows:

- 1. **Term of Agreement.** The term of this Agreement shall be for as long as the OSC Agreement remains in effect. This Agreement shall terminate automatically upon the termination of the OSC Agreement.
- 2. **Scope of Project.** Yankel shall perform an audit on behalf of the District to determine if Cleveland Electric Illuminating Company ("CEI"), Toledo Edison ("TE") and/or Ohio Edison Company ("OE") overcharged the District (the "Project"). If such overcharges are discovered, Yankel shall negotiate a refund with CEI, TE and/or OE. As part of this Project, the District agrees to furnish any and all of its account numbers for CEI, TE and/or OE to Yankel. District further agrees to furnish at least two recent bills for each of its accounts and any historic bills as may be requested by Yankel and that are readily available for the District. The District further agrees to execute a letter of authorization in the form attached as Exhibit A necessary for Yankel to access FirstEnergy's data regarding the District's accounts. For purposes of this Agreement, a refund is defined as any amount owed to the District as a result of the Project, and paid by CEI, TE or OE, whether being made by separate payment to the District or billing credit (hereinafter referred to as the "Refund").
- 3. **Compensation.** The District shall not be responsible for payment to Yankel or OSC of any compensation whatsoever unless the District receives a Refund. In the event the Project is successful in obtaining a Refund from CEI, TE and/or OE to the District, the parties will be entitled to a share of any Refund, as and when paid, as follows:

50% -- the District
30% -- Yankel
20% -- OSC

If the Refund is in the form of a bill credit, the District is responsible for ensuring that any payment obligations set forth in this Section are made promptly to Yankel and OSC when each bill credit is received by the District. If the Refund is in the form of a payment to the District, the District shall promptly pay Yankel and OSC their respective shares of each such Refund payment received by the District. If OSC bills the District for Yankel's and OSC's shares of each Refund, the District agrees to pay such invoice(s) when due. Except as stated in this Section, the District shall have no other financial obligations to Yankel or OSC, nor shall the District be liable to Yankel or OSC for any costs incurred in connection with the Project.

4. **Termination.** Subject to the terms and conditions provided herein, the parties may terminate this Agreement as follows:

4.1 *OSC Agreement.* The parties hereto agree that this Agreement shall terminate automatically upon the termination of the OSC Agreement. Upon termination, the District shall have no further liability or obligation to Yankel or OSC as it relates to the terms and conditions of this Agreement, except to pay the compensation to Yankel and OSC set forth in paragraph 3 in the event of any Refund received by the District.

5. **General Provisions.**

5.1 *Notices.* All notices required hereunder shall be deemed given upon receipt or within three (3) days of mailing when sent by registered or certified mail, postage prepaid, return receipt requested, or by hand delivery, or by Federal Express or other recognized overnight delivery service, as follows:

If to the District:

If to the OSC:

Ohio Schools Council
6393 Oak Tree Boulevard, Suite 377
Independence, OH 44131
ATTN: Executive Director

If to Yankel:

Yankel & Associates
12700 Lake Ave. #2505
Lakewood, OH 44107
ATTN: Tony Yankel

5.2 *Confidentiality.* With respect to this Agreement and any information in connection with this Agreement and designated by the disclosing party as confidential, the recipient agrees to: (i) protect the confidential information in a reasonable and appropriate manner or in accordance with applicable professional standards; (ii) use confidential information only to perform its obligations under this Agreement; and (iii) reproduce confidential information only as required to perform its obligations under this Agreement. This section shall not apply to information which is (i) publicly known; (ii) already known to the recipient; (iii) disclosed to the third party without restriction; (iv) independently developed; (v) disclosed pursuant to legal requirement or order; or (vi) required to be disclosed pursuant to Ohio Public Records laws.

5.3 *Assignment.* This Agreement may not be assigned in whole or in part by any party without the prior written consent of the other parties.

5.4 *Governing Law.* This Agreement shall be deemed to have been made and shall be construed and all of the rights, powers and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Ohio.

5.5 *Integrated Agreement.* This Agreement contains the whole understanding of the parties and supersedes all prior oral or written representation and statements between the parties related to the subject matter hereof. It may only be amended by a writing signed by all parties.

5.6 *Force Majeure.* If either party fails to perform its obligations hereunder because of strikes, accidents, acts of God, weather conditions, acts of war, or action or inaction of any governmental body or other proper authority beyond the party's control, then such failure to perform shall not be deemed a default hereunder and shall be excused without penalty until such time as said party is capable of performing.

5.7 *Additional Agreements.* As part of this Agreement, the parties hereto agree to cooperate and work in connection with one another to execute all other documents necessary to proceed with and complete the Project, including, without limitation, the letter of authorization from the District to Yankel attached as Exhibit A.

5.8 *Relationship of the Parties.* The parties agree that nothing herein shall be so construed so as to establish a partnership, employment, master-servant, agency or other like relationship between the parties, or between the employees, agents, members, and contractors of the parties with the other party. The District, OSC and Yankel expressly acknowledge and agree that the District is not the employer or joint employer of Yankel, OSC or any individuals paid as employees of Yankel or OSC nor is Yankel or OSC the employer or joint employer of the District or any of the employees of the District. Yankel is an independent contractor only.

5.9 *Counterparts.* This Agreement may be executed in counterparts. The Parties warrant and agree that each person signing below has authority to sign on behalf of each Party. The Parties acknowledge that they had a reasonable opportunity to consult with legal counsel prior to executing this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this Agreement, to be effective as of the Effective Date.

**BOARD OF EDUCATION
OF _____
SCHOOL DISTRICT**

By: _____

Position: _____

Date: _____

YANKEL & ASSOCIATES, INC.

By: _____

Position: _____

Date: _____

OHIO SCHOOLS COUNCIL

By: _____

Position: _____

Date: _____

TREASURER'S CERTIFICATE OF AVAILABILITY OF FUNDS

The undersigned, Treasurer of the _____ School District (the "District"), located in _____ County, Ohio, hereby certifies in connection with the foregoing Agreement to which this certificate is attached, such Contract being dated _____, among the Board of Education of the District, the Ohio Schools Council and Yankel & Associates, Inc., that:

The amount required to meet the agreement, obligation, or expenditure for the attached Agreement has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of the general fund or other appropriate fund, free from any outstanding obligation or encumbrance.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, 2025.

Treasurer

EXHIBIT A

Re: Letter of Authorization

To Whom It May Concern:

Be advised that the _____ School District, of _____, Ohio hereby authorizes Yankel & Associates, Inc. ("Yankel"), being located at 12700 Lake Ave., #2505, Lakewood, OH 44107, as our agent to secure information and historic data on our behalf as it relates to electric consumption, demand and billing. This authority to Yankel includes, but is not limited to the following:

- Obtaining information about our historical energy usage and billing information and consent to release the same.
- Obtaining our load profile, maximum annual or monthly demands and other consumption information and consent to release the same.
- Obtaining any of our customer numbers, account numbers, rate codes or other similar information requested by Yankel and consent to release the same.
- Obtain copies of historic electric bills and consent to release the same.

Sincerely,

_____ School District, of _____, Ohio

By: _____

Its: _____