

ORDINANCE NO. 195-25**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR OPT-OUT ELECTRIC AGGREGATION SERVICES WITH GREAT LAKES ENERGY BROKERS, AND DECLARING AN EMERGENCY.**

WHEREAS: Ordinance No. 147-00, passed August 14, 2000, authorized placing on the November 7, 2000 ballot the question of “Shall the City of Medina have authority to aggregate to retail electric loads located in the City, and for that purpose, enter into service agreements to facilitate for those loads the sale and purchase of electricity, such aggregation to occur automatically except where any person elects to opt out?” and on November 7, 2000, the voters of the City of Medina approved said question.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

- SEC. 1:** That the Mayor is hereby authorized and directed to enter into an Agreement for Opt-Out Electric Aggregation Services between the City of Medina and Great Lakes Energy Brokers.
- SEC. 2:** That a copy of the Agreement for Opt-Out Electric Aggregation Services is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to lock in pricing; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: November 24, 2025

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: November 25, 2025

SIGNED: Dennis Hanwell
Mayor



**AGREEMENT FOR OPT-OUT
ELECTRIC AGGREGATION SERVICES**

This Agreement (“Agreement”) is made and entered into as of the last date written below, (“Commencement Date”), by and between **Great Lakes Energy Brokers** (hereafter referred to as “Broker”) and the City of Medina (Medina County), (hereafter referred to as “Client”).

WHEREAS, Client is interested in reducing its overall energy costs by opt-out aggregation for eligible residential and small commercial customers; and

WHEREAS, Broker is certified by the Public Utilities Commission of Ohio and offers energy brokerage and electric aggregation services (“Services”) that may reduce the cost per energy unit consumed; and

WHEREAS, Client hereby agrees to utilize Broker as an agent and grants non-exclusive rights to perform such Services, as described in and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained, the parties hereto agree as follows:

1.0 Particulars of Service.

- 1.1 Broker shall provide energy related Services, including but not limited to the following:
 - 1.1.1 Design Opt-Out Notification Forms and provide marketing support
 - 1.1.2 Attend two public hearings (if required for newly aggregating communities)
 - 1.1.3 Load data collection and verification
 - 1.1.4 Energy savings estimates
 - 1.1.5 Energy buying consultation and regulatory consultation
 - 1.1.6 Write customized Request for Proposals (RFP)
 - 1.1.7 All contact with potential energy suppliers
 - 1.1.8 Release all necessary client information to switch energy suppliers
 - 1.1.9 Pre-qualify any energy suppliers wishing to bid on the RFP
 - 1.1.10 Contract negotiation and closing with selected supplier
 - 1.1.11 File required PUCO reports and monitor energy cost savings with quarterly reports.

- 1.2 Broker will provide these Services in the following area(s) and/or account number(s): **The City of Medina (Medina County), Ohio**

2.0 Compensation.

- 2.1 An administrative fee consumed in the Client's Area payable by the selected supplier on at least a quarterly basis for the length of the Service Agreement. Only suppliers agreeing to the administrative fee would be eligible to bid.

3.0 Independent Agent.

- 3.1. Broker shall, at all times, during the performance of the Services be an independent agent. The parties shall not have the authority to bind, represent or commit the other as a result of this Agreement.
- 3.2. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, or employee-employer relationship between the parties for any purpose and Broker agrees to indemnify and hold harmless Client from and against any and all liability, costs, damages, expenses, fees, fines or penalties in connection with Broker employee or Broker contractor or agent claims of benefits, withholding obligations, payroll taxes, workers' compensation and occupational illness.

4.0 Term.

- 4.1. This Agreement shall be effective upon execution by both parties for power flow starting May of 2026 and shall remain in effect for a term coinciding with the supplier agreement between the City of Medina and the selected supplier. Notwithstanding the foregoing, The City of Medina reserves the right to engage with another broker for purposes of negotiating a new aggregation agreement prior to the termination of the contract with Great Lakes Energy Brokers.
- 4.2. Intentionally Omitted
- 4.3. Client assumes all obligations to arrange for its electric generation service upon termination of this Agreement.

5.0 Limitation of Liability.

- 5.1. Neither Party shall be liable to the other for incidental, consequential, punitive, exemplary or indirect damages, lost profits or other business interruption damages, in tort, contract or otherwise.
- 5.2. Intentionally Omitted

- 6.0 Force Majeure.** Neither party shall be liable for any delays or failures in performance due to circumstances beyond their respective controls.
- 7.0 Confidentiality.** Except for matters of public record, information already within the other party's possession prior to entering into this Agreement, and except to the extent required (through deposition, interrogatory, request for production, subpoena, civil investigative demand or similar process) by a court order, Client agrees to keep confidential all information, including pricing and any data collected hereunder, unless expressly agreed to in writing by Client and Broker. In the event that Client becomes required, in the manner specified above, to disclose any confidential information, Client shall provide prompt written notice to Broker so that Broker may timely seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, Client agrees (i) to furnish only that portion of the confidential information that is required to be furnished and (ii) to exercise reasonable commercial efforts to obtain assurance that confidential treatment will be accorded such confidential treatment.
- 8.0 Compliance with Laws, Permits, and License Requirements.** Broker shall, at its sole cost and expense, comply with all federal, state, and local laws applicable to its work and shall procure all applicable licenses and permits necessary for the fulfillment of its obligations under this Agreement.
- 9.0 Assignment.** Client and Broker shall not assign or transfer, in whole or in part, this Agreement or any rights or obligations hereunder without the prior written consent of the other party, such consent not to be unreasonably withheld. All of the covenants, conditions and obligations of this Agreement shall extend to and be binding upon the permitted heirs, personal representatives, successors and assigns, respectively, of the parties hereto.
- 10.0 Merger of Agreement.** This Agreement is an integrated agreement and contains the entire agreement regarding matters herein between the parties. No representations, warranties or promises have been made or relied upon by any party hereto other than as set forth herein. This Agreement supersedes and controls any and all prior communications between the parties or their representatives relative to matters contained herein. Any changes, modifications, or additions to this Agreement shall be made by mutual consent in writing in the form of a supplemental Agreement signed by both parties and attached hereto.
- 11.0 Notices.** All notices hereunder shall be in writing and shall be delivered by certified mail, return receipt requested, or by overnight carrier to the following addresses:

Broker:

Great Lakes Energy Brokers, LLC

Client:

City of Medina, Medina County

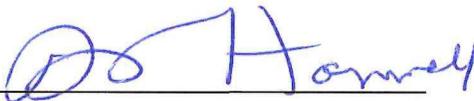
11260 Quail Hollow Drive
Concord Twp, Ohio 44077

132 North Elmwood Avenue
Medina, Ohio 44256

12.0 Governing Law. This Agreement shall be governed by, subject to the jurisdiction of and construed in accordance with, the laws and courts of the State of Ohio.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and represent that the persons whose signatures appear below are duly authorized to execute the same.

Medina (Medina County), OH
CLIENT

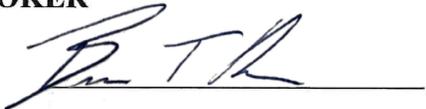
By: 

Print: Dennis Hanwell

Its: Mayor

On: ~~November 10, 2025~~
November 25, 2025

Great Lakes Energy Brokers, LLC
BROKER

By: 

Print: Benjamin Rich

Its: President

On: November 25, 2025