



CITY COMMISSION MEETING AGENDA

CITY COMMISSION

DAYTON, OHIO

MARCH 18, 2026

6:00 P.M.

I. AGENDA SCHEDULE

**Please register to speak on items 9, 11, and 13 with the Clerk of the Commission.
(Sign-up sheets at the entrance of Commission Chambers.)**

1. Call Meeting to Order
 2. Invocation
 3. Pledge of Allegiance
 4. Roll Call
 5. Approval of Minutes
 6. Communications and Petitions Distribution (if any)
 7. Special Awards/Recognition
 8. Discussion of City Manager's Recommendations (See Section II)
 9. Citizen Comments on City Manager's Recommendations
 10. City Commission Action on City Manager's Recommendations
 11. Presentations: N/A
 12. Public Hearing: N/A
 13. Discussion Item: N/A
 14. Comments by Citizens - Please register to speak with the Clerk of Commission (Non - Calendar items) sign-up sheets are available in the lobby of City Hall
 15. Comments by City Manager
 16. Comments by the City Commission
 17. Work Session: N/A
 18. Miscellaneous (See Section VI)
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II. CITY MANAGER RECOMMENDATIONS (Item #8 above)

The following recommendations are offered for City Commission approval.

A. Purchase Orders, Agreements, and Contracts:

(All contracts are valid until delivery is complete or through December 31st of the current year).

1. Purchase Orders:

FIRE

A1. Stryker Medical (twelve (12) automated CPR Lucas 3 devices and related items) **\$252,556.64**

1. cont.

WATER

B1. Sunco Powder Systems, Inc. (three new Eurus blowers)	\$76,689.00
B2. A&H Equipment Company (Vactor 2100i Sewer Cleaning Combination Truck, mounted on a 2026 Freightliner 114SD SBA chassis, including ENZ nozzle package, inspection, operator training and additional attachments)	\$542,453.29
B3. TPG Pressure, Inc. (concrete service saddles and tapping sleeves as needed through 12/31/26)	\$70,000.00
-Departments of Fire and Water.	Total: \$941,698.93

B. Service Agreement:

2. IGS MWTP LLC – Contract Modification – Miami Water Treatment Solar Project – City Manager’s Office/Sustainability.	\$N/A
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C. Construction Contract:

3. Milcon Concrete Inc. – Award of Contract – Salem Avenue Reconstruction – Phase 4 (8% SBE Participation Goal/8% SBE Participation Achieved) (Federal Surface Transportation Program Funds) (Ohio Public Works Commission Issue I Funds) (General Capital Funds) – Department of Public Works/Civil Engineering.	\$2,853,827.75 (Thru 07/02/29)
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E. Other:

4. PEW Demolition & Excavation, Inc. – Payment of Voucher – for services rendered related to the removal of illegal dumping and overgrown vegetation located on City-owned property at 3800 Germantown Pike – Department of Planning, Neighborhoods & Development/Housing & Inspections.	\$23,000.00
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IV. LEGISLATION:

Resolution – Second Reading

5. No. 6922-26	Authorizing the Real Properties Located at Eight Addresses in the City of Dayton, Ohio for the Acceptance of Electric Vehicle (EV) Chargers.
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VI. MISCELLANEOUS:

ORDINANCE NO. 32180-26

RESOLUTION NO. 6923-26

IMPROVEMENT RESOLUTION NO. 3599-26

INFORMAL RESOLUTION NO. 1016-26



City Manager's Report

FOR CITY COMMISSION APPROVAL

From **5380 - Finance/Procurement**

Date **March 18, 2026**

Expense Type **Purchase Order**

Supplier, Vendor, Company, Individual

Total Amount **\$ 941,698.93**

Name **See Below**

Address **See Below**

2026 Purchase Orders

Fund Source(s)	Fund Code(s)	Fund Amount(s)
See Below	See Below	See Below

Includes Revenue to the City Yes No Affirmative Action Program Yes No N/A

Description

FIRE

(A1) P0260882 – STRYKER MEDICAL, CHICAGO, IL

- Twelve (12) automated CPR Lucas 3 devices and related items.
- These goods are required to equip the medic crews with lifesaving equipment and is 90% funded through the Assistance to Firefighters Grant.
- Stryker Medical is recommended as the Original Equipment Manufacturer (OEM); therefore, this purchase was negotiated.
- The Department of Fire recommends approval of this order.

Fiscal Year	Fund Source(s)	Fund Code(s)	Fund Amount(s)
2026	Miscellaneous Grants	28212-6340-1301-71	\$252,556.64

Nicole Joy
 Division
Kendra Brown
 Department
C. Joshua Linton
 City Manager

Signatures/Approval

Approved by City Commission

Clerk

Date

WATER – WATER SUPPLY AND TREATMENT(B1) P0260878 – SUNCO POWDER SYSTEMS, INC., LANCASTER, SC

- Three (3) new Eurus blowers.
- These goods are required in the Lime Reclamation Facility for carbon dioxide dosing.
- Sunco Powder Systems, Inc. is the authorized regional distributor for Eurus Blowers products; therefore, this purchase was negotiated.
- The Department of Water recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2026	Water Operating Fund	53000-3430-1411-54-LF0001	\$76,689.00

WATER – WATER UTILITY FIELD OPERATION(B2) P0260879 – A&H EQUIPMENT COMPANY, ZELIENOPIE, PA

- Vactor 2100i Sewer Cleaning Combination Truck, mounted on a 2026 Freightliner 114SD SBA chassis, including ENZ nozzle package, inspection, operator training and additional attachments.
- This vehicle is required to support the daily operations of the Department and will replace Unit #132150 which will be disposed of in the best interest of the City.
- Rates are in accordance with Sourcewell Contract #101221-VRT.
- The Department of Water recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2026	Sanitary Sewer Operating Fund	55000-3445-1412-54	\$542,453.29

(B3) P0260744 – TPG PRESSURE, INC., GRAND PRAIRIE, TX

- Concrete service saddles and tapping sleeves as needed through 12/31/2026.
- These goods are required to replenish inventories of concrete steel reinforced pipe used in water main installations and repairs.
- TPG Pressure, Inc. is the Original Equipment Manufacturer (OEM); therefore this purchase was negotiated.
- This amendment increases the previously authorized amount of \$50,000.00 by \$70,000.00 for a total not to exceed \$120,000.00 and therefore requires City Commission approval.
- The Department of Water recommends approval of this order.

<u>Fiscal Year</u>	<u>Fund Source(s)</u>	<u>Fund Code(s)</u>	<u>Fund Amount(s)</u>
2026	Water Operating Fund	53998-3445-1350-54	\$70,000.00

The aforementioned departments recommend approval of this order.



City Manager's Report

FOR CITY COMMISSION APPROVAL

2

From **2105 - CMO/Sustainability**

Date **March 18, 2026**

Expense Type **Contract Modification**

Supplier, Vendor, Company, Individual

Total Amount **\$N/A**

Name **IGS MWTP LLC**

Address **6100 Emerald Parkway
Dublin, OH 43016**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
N/A	N/A	N/A

Includes Revenue to the City Yes No Affirmative Action Program Yes No N/A

Description

Second Amendment for the Miami Water Treatment Solar Project Contract with IGS MWTP LLC

The Sustainability Office is requesting approval of a contract amendment to address a clarification in the definition related to the Miami Water Treatment Plant Solar Project. IGS MWTP, LLC and the City of Dayton have agreed to revise the definition of the Power Purchase Agreement (PPA) Rate Adjustment to allow IGS to recover costs associated with interconnection of the solar project. This is the second amendment to the contract. The original contract was executed on March 5, 2025, and the first amendment was approved on December 31, 2025 to correct a typographical error related to pricing.

Originally, the City understood that all interconnection costs would be waived by AES Ohio. However, AES Ohio agreed to waive the costs associated with the interconnection studies, but not the costs required to complete the interconnection itself. As a result, the City agrees that the PPA rate may include recovery of the remaining interconnection costs. This change is not expected to significantly impact the economic viability of the project.

The Department of Law has reviewed this amendment for form and correctness.

The amendment to the PPA is attached. For reference, the original contract is also included.

M. Maloney

 Division

J. O'Neil

 Department

C. Lashua Foster

 City Manager

Signatures/Approval

Approved by City Commission

 Clerk

 Date

March 9, 2026

TO: Shelley Dickstein, City Manager
City Manager's Office

FROM: Meg Maloney, Sustainability Manager
Sustainability Office

A handwritten signature in cursive script that reads "m. maloney".

SUBJECT: Contract Modification for the Miami Water Treatment Solar Project
with IGS MWTP LLC

The Sustainability Office is requesting approval of a contract amendment related to the Miami Water Treatment Plant Solar Project to clarify the definition of the Power Purchase Agreement (PPA) Rate Adjustment. This is the second amendment to the contract. The original contract was executed on March 5, 2025, and the first amendment was approved on December 31, 2025 to correct a typographical error related to pricing.

Under the City's 2020 settlement agreement with AES Ohio, AES agreed to waive certain interconnection costs. The City initially interpreted this provision to mean that all interconnection costs associated with the solar project would be waived. However, following legal review, AES Ohio and the City determined that the language in the settlement agreement specifically applies to the interconnection studies rather than the full cost of interconnection.

As a result, IGS MWTP, LLC and the City of Dayton have agreed to amend the PPA to allow the PPA rate to be adjusted, if necessary, to cover the remaining interconnection costs required to complete the project. Even under a worst-case scenario for interconnection costs, this change is not expected to significantly impact the overall economic viability of the project.

The Department of Law has reviewed this amendment for form and correctness.

Attached is the amendment to the PPA. For reference, the original contract is also included.

Attachments

If you have any additional questions, please reach out to me at x3623.

MM,MW

SECOND AMENDMENT TO SOLAR POWER PURCHASE AGREEMENT

Purchaser: City of Dayton, 101 W. Third Street, Dayton, Ohio 45402
Seller: IGS MWTP, LLC, 6100 Emerald Parkway, Dublin, OH 43016
Effective Date: March 5, 2026

Definitions

“PPA” means the Solar Power Purchase Agreement between Purchaser and Seller dated as of March 13, 2025, as amended, together with all exhibits and schedules thereto.

All other capitalized terms not defined in this Agreement will have the meanings given to them in the PPA.

Agreement

Modification. The parties agree to the following modification to the PPA:

Add the following new section 8 to Exhibit 1, Pricing Summary:

- 8. **PPA Rate Adjustment.** The PPA rate will be equitably adjusted to allow Seller to recover 100% of all documented costs incurred or to be incurred by Seller, if any, in connection with the interconnection of the System to the electric distribution system of the utility (including costs arising under the Interconnection Agreement and any necessary interconnection upgrades).

This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document. All other terms and conditions of the PPA except as modified hereby shall remain in full force and effect.

Purchaser: City of Dayton

Signature: _____

Printed Name:

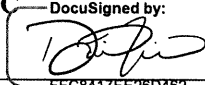
Title:

Seller: IGS MWTP, LLC

Signature: _____ 

Printed Name: David Lim

Title: Sr. Director



FFC8417FE26D462...

APPROVED BY THE COMMISSION OF THE CITY OF DAYTON, OHIO

_____, 2026

Min./Bk. _____ Pg. _____

APPROVED AS TO FORM AND CORRECTNESS:

Musto, John

Digitally signed by Musto, John
Date: 2026.03.06 14:41:17
-05'00'

City Attorney

Solar Power Purchase Agreement

This Solar Power Purchase Agreement (this "Agreement") is entered into by the parties listed below (each a "Party" and collectively the "Parties") as of the date last signed by a Party (the "Effective Date").

Purchaser:		Seller:	
Name and Address	City of Dayton 101 West Third Street Dayton, Ohio 45402 Attention:	Name and Address	IGS Solar, LLC 6100 Emerald Parkway Dublin, OH 43016 Attention: David Lim
Phone	(937) 333-3333	Phone	
E-mail	propertymanagement@daytonohio.gov	E-mail	legalnotices@igs.com
Premises Ownership	Purchaser <input checked="" type="checkbox"/> owns <input type="checkbox"/> leases the Premises. List Premises Owner, if different from Purchaser:	Additional Seller Information	

This Agreement sets forth the terms and conditions of the purchase and sale of solar generated electric energy from the solar panel system described in Exhibit 2 (the "System") and installed at the Purchaser's facility described in Exhibit 2 (the "Facility").

The attached Solar Power Purchase Agreement General Terms and Conditions and Exhibits listed below are incorporated by reference and made part of this Agreement. Signature below constitutes agreement to the provisions of the Solar Power Purchase Agreement General Terms and Conditions and each Exhibit.

- Exhibit 1 Pricing Summary
- Exhibit 2 System Description, Delivery Point and Premises
- Exhibit 3 Production Guarantee
- Exhibit 4 Termination Payment Amounts
- Exhibit 5 Form of Site Lease
- Exhibit 6 2021 ALTA/NSPS Land Title Survey

Purchaser: City of Dayton

Seller: IGS Solar, LLC

Signature: 

Signature: 

Name: Joseph D. Parlette

Name: David Lim

Title: Deputy City Manager

Title: Sr. Director

Date: 3-13-2025

Date: 2/24/2025

APPROVED BY THE COMMISSION OF THE CITY OF DAYTON, OHIO


APPROVED AS TO FORM AND CORRECTNESS:

March 5, 2025

Digitally signed by Musto, John
Date: 2025.02.20 13:49:11 -05'00'

Min./Bk. I-18 Pg. _____

City Attorney


Clerk of the Commission

Solar Power Purchase Agreement General Terms and Conditions

1. **Definitions and Interpretation:** Unless otherwise defined or required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) the words "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; (c) references to any agreement, document, instrument or Law (as defined below) mean such agreement, document, instrument or Law as amended, modified, supplemented, succeeded or replaced from time to time; (d) the words "include," "includes" and "including" mean include, includes and including "without limitation"; and (e) reference to a given Article, Section, Subsection, clause, Exhibit, annex, attachment or Schedule is a reference to an Article, Section, Subsection, clause, Exhibit, annex, attachment or Schedule of this Agreement, unless otherwise specified. Reference to a person or entity includes its predecessors, successors and permitted assigns; provided, however, that nothing contained in this sentence is intended to authorize any assignment or transfer not otherwise permitted by this Agreement. References to "days" means calendar days unless the term "business days" is used. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement. The rule of construction that ambiguities in an agreement are to be construed against the drafter will not be invoked or applied in any dispute regarding the meaning of any provision in this Agreement. The Parties are not relying and have not relied on any representations or warranties whatsoever regarding the subject matter of this Agreement, express or implied, except for the representations and warranties set forth in this Agreement.

2. **Purchase and Sale of Electricity.** Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, all of the electric energy generated by the System during the Initial Term and any Additional Term (as defined below and in **Exhibit 1**, and collectively the "Term"). Electric energy generated by the System will be delivered to Purchaser at the delivery point identified on **Exhibit 2** (the "Delivery Point"). Purchaser shall take title to the electric energy generated by the System at the Delivery Point, and risk of loss will pass from Seller to Purchaser at the Delivery Point. Any electric energy generated by the System prior to the Commercial Operation Date (as defined below) constitutes test energy only and does not indicate that the System has been put in commercial operation.

3. **Term and Termination.**
 - a. **Effective Date; Initial Term.** This Agreement is effective commencing on the Effective Date and shall continue until the end of the Initial Term or, if applicable, any Additional Term, unless terminated earlier in accordance with the provisions of this Agreement. Purchaser's failure to enable Seller to provide the electric energy by preventing it from installing the System or otherwise not performing shall not excuse Purchaser's obligations to make payments that otherwise would have been due under this Agreement. The initial term for purchase and sale of the electric energy under this Agreement ("Initial Term") shall commence on the Commercial Operation Date and continue for the length of time specified in **Exhibit 1**, unless earlier terminated as provided for in this Agreement. The "Commercial Operation Date" is the date designated as such by Seller in a written notice to Purchaser upon the System attaining mechanical completion and being capable of transmitting electric energy to the Delivery Point.

 - b. **Additional Terms.** Prior to the end of the Initial Term or of any applicable Additional Term, if Purchaser has not exercised its option to purchase the System in accordance with **Section 16**, either Party may give the other Party written notice of its desire to extend the term of this Agreement on the terms and conditions set forth herein for the number and length of additional periods specified in **Exhibit 1** (each such additional period, an "Additional Term"). Such notice shall be given, if at all, not less than sixty (60) days before the last day of the Initial Term or the then current Additional Term, as applicable. The Party receiving the notice requesting an Additional Term shall, in its sole discretion, respond positively or negatively to that request in writing within thirty (30) days after receipt of the request. Failure to respond within such thirty (30) day period shall be deemed a rejection of the offer for an Additional Term. If both Parties agree to an Additional Term, the Additional Term shall begin immediately upon the conclusion of the Initial Term or the then current term on the same terms and conditions as set forth in this Agreement subject to any amendments as the Parties may agree in writing. If the Party receiving the request for an Additional Term rejects or is deemed to reject the first Party's offer, this Agreement shall automatically terminate at the end of the Initial Term (if the same has not been extended) or the then current Additional Term. Additionally, at least one (1) year prior to the end of the Initial Term or any Additional Term, Seller may propose upgrades to the System. Purchaser may respond positively or negatively to that request in writing at least six (6) months prior to the end of the active Term. Failure to respond within such period shall be deemed a rejection of the offer for the proposed upgrades.

4. **Billing and Payment.**
 - a. **Monthly Charges.** Purchaser shall pay Seller monthly for the electric energy generated by the System and delivered to the Delivery Point at the applicable \$/kWh rate shown in **Exhibit 1** (the "PPA Rate"). The monthly payment for

such energy will be equal to the PPA Rate multiplied by the amount of kWh of energy generated during the applicable month, as measured by the System meter installed by Seller. Purchaser shall be entitled to review data concerning the System that is obtained and maintained in the ordinary course of business, including, but not limited to, System performance and maintenance activities. System data requested by Purchaser shall be provided by Seller within fifteen (15) days of Purchaser's written request. Seller shall periodically inspect the accuracy of the System meter and provide Purchaser with a written summary of the inspection. At Purchaser's request, and at the sole cost of the Purchaser, the System meter shall be inspected for accuracy by a third party mutually agreed upon by Purchaser and Seller.

- b. **Monthly Invoices.** Seller shall invoice Purchaser monthly, either manually or through ACH. Such monthly invoices shall include (i) the amount of electric energy produced by the System and delivered to the Delivery Point, (ii) the applicable PPA Rate and (iii) the total amount due from Purchaser.
- c. **Taxes.** Purchaser shall be responsible for any and all Taxes assessed in connection with the generation, sale, delivery or consumption of electric energy produced by the System or the interconnection of the System to the electric distribution system of the utility to which the System is interconnected ("Utility"); to the extent Seller is billed for any such Taxes, Purchaser shall pay such Taxes when due or reimburse Seller for the payment of such Taxes. Seller will be responsible for personal property taxes imposed upon the System. For purposes of this Section 4(c), "Taxes" means any federal, state and local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, transaction, and other taxes, regulatory fees, surcharges or other similar charges, but shall not include any income taxes or similar taxes imposed on Seller's revenues due to the sale of energy under this Agreement, which shall be Seller's responsibility.
- d. **Payment Terms.** All amounts due and payable to Seller under this Section 4 shall be due and payable net sixty (60) days from receipt of invoice, and any amount not paid within such period shall accrue interest at the annual rate of one and one-half percent (1.5%) per month or the maximum rate permitted by Law, whichever is lower.

5. **Environmental Attributes and Environmental Incentives.**

Seller is the owner of all Environmental Incentives and is entitled to the benefit of all Tax Credits, and Purchaser's purchase of electricity under this Agreement does not include Environmental Incentives or the right to Tax Credits, all of which shall be retained by Seller. Purchaser shall cooperate as may be requested by Seller for the purpose of Seller obtaining or transferring Environmental Incentives or obtaining the benefit of all Tax Credits. If any Environmental Incentives are paid directly to Purchaser, Purchaser shall immediately pay such amounts over to Seller.

Purchaser is the owner of all Environmental Attributes, including renewable energy credits produced by the System. Upon Purchaser's request, Seller shall execute any documents reasonably necessary to give effect to, or evidence, Purchaser's right, title and interest in and to the Environmental Attributes.

"**Environmental Attributes**" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the System, the production of electrical energy from the System and its displacement of conventional energy generation, including (i) any avoided emissions of pollutants to the air, soil or water, such as sulfur oxides, nitrogen oxides, carbon monoxide and any other pollutants; (ii) any avoided emissions of carbon dioxide, methane or any other gas that contributes to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (iii) the reporting rights to these avoided emissions, including Green Tag Reporting Rights. Environmental Attributes do not include Environmental Incentives or Tax Credits.

"**Environmental Incentives**" means any and all monetary credits, rebates, subsidies, payments or other incentives that relate to self-generation of electricity, the use of technology incorporated into the System, environmental benefits of using the System, or other similar programs available from the Utility, any other regulated entity, the manufacturer of any part of the System or any Governmental Authority. Environmental Incentives do not include renewable energy credits.

"**Governmental Authority**" means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau, commission, or entity, or any arbitrator with authority to bind a party at Law.

"**Tax Credits**" means any and all (a) investment tax credits, (b) production tax credits and (c) other tax credits, tax benefits, tax incentives or tax-related grants available under any Law, relating to the construction, ownership or production of energy from the System.

6. **Conditions to Seller's Obligations.**

Seller's obligations under Section 2, Section 7 and otherwise to construct the System and sell energy from the System to Purchaser are conditioned on the fulfillment of the following conditions to the satisfaction of Seller:

- a. Completion by Seller of a physical inspection of the Facility, in coordination with the Purchaser with reasonable advanced notice, and the property upon which the Facility is located (the "**Premises**") including review of structural engineering, suitability of electrical systems and infrastructure, geotechnical reviews, real estate matters, the brownfield history of the Facility, and any other diligence to confirm to Seller's satisfaction the suitability of the Facility and the Premises for the engineering, construction, operation and maintenance of the System;
- b. Seller has obtained financing for the System on terms and conditions deemed satisfactory by Seller in its sole discretion, and Seller's Financing Parties have approved of (A) this Agreement and (B) the Construction Agreement (if any) for the System. "**Construction Agreement**" as used in this subsection means an agreement between Seller and any of Seller's contractors or subcontractors (collectively, "**Subcontractors**") to install the System;
- c. Determination by Seller that it has received or will be able obtain all applicable Environmental Incentives and Tax Credits;
- d. Receipt of all Permits in connection with the engineering, construction and operation of the System;
- e. Execution of all necessary agreements with the Utility for interconnection of the System to Facility electrical system and/or the Utility's electric distribution system and such agreements are in full force and effect;
- f. Provision by Purchaser of: (A) proof of insurance or self-insurance for all insurance required to be maintained by Purchaser under this Agreement, (B) written confirmation satisfactory to Seller in its sole discretion from any holder of a mortgage, lien, pledge, charge, security interest or other encumbrance (collectively, "**Lien**") over the Premises or the Facility, as applicable, that such holder will recognize and respect Seller's rights under this Agreement for as long Seller is not in default hereunder and (C), a signed and notarized original copy of the Site Lease and any other agreements providing real property rights deemed necessary by Seller for performance of Seller's obligations under this Agreement; and provided further, such agreements shall be in full force and effect;
- g. Confirmation by Seller that there has been no adverse change in Purchaser's creditworthiness under Seller's credit criteria;
- h. There has been no material breach of either the (i) the representations and warranties of Purchaser under this Agreement (including any material inaccuracy in any information or documents furnished by Purchaser in connection with this Agreement or the System), or (ii) any agreement or covenant of Purchaser under this Agreement; and
- i. Within ninety (90) days of execution of this Agreement, Purchaser, at its sole cost and expense, has taken all actions necessary to resolve and remove title exceptions related to existing and potential leasehold interests that prevent Seller from access and use of the Premises (specifically including those exceptions set forth on Exhibit 6) for the installation, ownership and operation of the System (as will be more fully identified in the Site Lease) including, but not limited to, obtaining terminations or releases of any expired leases or renewal options that have not been exercised.

If any of the conditions above are not satisfied by the Condition Satisfaction Date, then Seller may terminate this Agreement upon ten (10) days written notice to Purchaser without any liability or further obligation on the part of Seller. Additionally, if Purchaser fails to satisfy Condition (i), above, the Parties shall work in good faith to re-design the System as to eliminate the need for the unsatisfied condition and the parties will negotiate, in good faith, amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement. If, after sixty (60) days of good faith negotiation, the Parties do not agree upon a re-design, Seller may terminate this Agreement upon ten (10) days written notice to Purchaser and Purchaser shall pay to Seller all of Seller's documented costs and expenses incurred through the date of termination, including Seller's costs and expenses associated with development, design, engineering, construction and interconnection of the System, all real estate and other diligence conducted by Seller, procurement of equipment and any Permits, agreements or other documentation obtained or applied for by Seller, not to exceed \$100,000.00.

7. **Seller Covenants.**

- a. **Permits and Approvals.** Seller, with Purchaser's cooperation, shall use commercially reasonable efforts to obtain,

at Seller's sole cost and expense:

- i. any Permits required to construct, install and operate the System; and
- ii. any agreements and approvals from the Utility necessary in order to interconnect the System to the Facility electrical system and/or the Utility's electric distribution system.

Purchaser shall cooperate with Seller's requests to assist Seller in obtaining such agreements and Permits.

- b. **Construction, Operation, Maintenance and Repair.** Subject to the terms and conditions of this Agreement, including Section 6 and Section 7.c., Seller or its Subcontractors shall: (i) construct and install the System at the Facility; and (ii) during the Term, operate, maintain and repair the System at Seller's sole cost and expense. Seller shall provide Purchaser with reasonable notice prior to accessing the Facility to make standard repairs. Seller shall use commercially reasonable best efforts to avoid non-emergency maintenance or repair activities that may reduce the System's output during the hours that PJM uses to determine Purchaser's summer peak load contribution (PLC), with those hours being predicted by Seller based on historic data and industry forecasts. Seller shall expedite repairs on equipment, such as trackers, that may have a substantial impact on the System's output during those hours. Seller cannot guarantee that the hours predicted by Seller will be the same hours actually used by PJM to determine Purchaser's PLC. Construction, operation, maintenance and repair activities shall conform to the Environmental Protection provisions in Section 9(e) of the Site Lease. Seller may have the circuit breakers of the System tested in accordance with industry standards and applicable laws.
- c. **Non-Standard System Repair and Maintenance.** Seller shall not be responsible for any cost, expense, loss or damage related to (i) any maintenance or repairs, or attempted maintenance or repairs, performed on the System by anyone other than Seller or Seller's Subcontractors, or (ii) any repairs or maintenance resulting from Purchaser's negligence, willful misconduct or breach of any provision of this Agreement. In addition to any of Seller's other rights or remedies in such circumstances, Purchaser shall fully reimburse Seller for the costs and expenses of all measures Seller elects to incur to return the System to normal operation.
- d. **Breakdown Notice.** Seller shall notify Purchaser as promptly as practicable in the event Seller becomes aware of (i) any material malfunction in the operation of the System; (ii) any occurrences that could reasonably be expected to adversely affect the System; (iii) an interruption in the supply of electrical energy from the System; or (iv) the discovery of an emergency condition respecting the System. Seller shall immediately notify the City of Dayton's Division of Environmental Management if it becomes aware of any catastrophic event or circumstance causing major damage to the System. Additionally, Seller will take commercially reasonable efforts to diligently respond to any such damage.
- e. **Suspension.** Notwithstanding anything to the contrary herein, Seller shall be entitled to suspend generation of electricity by the System for the purposes of (i) maintaining and repairing the System, consistent with 7(b), above, (ii) taking precaution in the event of an emergency, or (iii) at the request of the Utility or a Governmental Authority, and such suspension of service shall not constitute a breach of this Agreement or cause Seller to incur any liability to Purchaser; provided, that Seller shall use commercially reasonable efforts to minimize any interruption in service to the Purchaser.
- f. **Use of Subcontractors.** Seller may use its Subcontractors to perform its obligations under this Agreement, provided however, that the Subcontractors shall be duly licensed and shall provide any work in accordance with applicable industry standards. Notwithstanding the foregoing, Seller shall continue to be responsible for the quality of the work performed by its Subcontractors.
- g. **Payment of Subcontractors and Suppliers.** Seller shall pay when due all valid charges from all Subcontractors and suppliers supplying goods or services to Seller under this Agreement.
- h. **System Property Tax Abatement.** Seller shall use best efforts to abate the real and personal property taxes associated with the System through the Qualified Energy Project program under Ohio Revised Code 5727.75 or similar abatement program available to renewable energy facilities in the state of Ohio. Purchaser shall reasonably cooperate with Seller to obtain the abatement. During the Term, and to the extent available, Seller will pay any payments in lieu of taxes associated with such Qualified Energy Project due in accordance with Ohio Revised Code 5727.75.
- i. **Warranty Disclaimer.** EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES BY SELLER

IN SECTION 14, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND AND ALL SUCH REPRESENTATIONS OR WARRANTIES, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW. Except to the extent prohibited by applicable law, the remedies set forth in this Agreement shall be Purchaser's sole and exclusive remedies for any claim or liability arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence), strict liability or otherwise.

8. **Purchaser Covenants.**

- a. **License to the Premises; Facility Access Rights.** Purchaser grants to Seller and to Seller's agents, employees, Subcontractors and assignees an irrevocable non-exclusive license running with the Premises (the "License") for access to, on, over, under and across the Premises for the purposes of (i) installing, constructing, operating, owning, maintaining, accessing, removing and replacing the System; (ii) performing all of Seller's obligations and enforcing all of Seller's rights set forth in this Agreement; and (iii) installing, using and maintaining electric lines and equipment, including inverters and meters necessary to interconnect the System to Purchaser's electric system at the Facility, to the Utility's electric distribution system, if any, or for any other purpose that may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance or repair of the System. Seller shall notify Purchaser prior to entering the Facility except in situations where there is imminent risk of damage to persons or property. The term of the License shall continue until the date that is one hundred and twenty (120) days following the date of expiration or termination of this Agreement (the "License Term"). During the License Term, Purchaser shall ensure that Seller's rights under the License and Seller's access to the Premises and the Facility are preserved and protected. Purchaser shall not interfere with nor shall permit any third parties to interfere with such rights or access. The grant of the License shall survive termination of this Agreement by either Party. If Purchaser is the owner of the Premises, Purchaser will, at request of Seller, execute a Site Lease in form and substance the same as set forth in Exhibit 5 (the "Site Lease"), and a Memorandum of Lease in a form provided by Seller. Seller may, at its sole cost and expense, record such Memorandum of Lease with the appropriate land registry or recorder's office. If Purchaser is not the owner of the Premises, Purchaser will cooperate with Seller's reasonable requests to assist Seller in obtaining a Site Lease with the owner of the Premises. Seller's rights under the License and Seller's rights under the Site Lease shall not be construed to limit each other.
- b. **OSHA Compliance.** Both parties shall ensure that all Occupational Safety and Health Act (OSHA) requirements and other similar applicable safety Laws are adhered to in their performance under this Agreement. "Laws" in this Agreement means all applicable laws, rules, regulations, codes, statutes, directives, notices, requirements, Permits, ordinances, guidelines, judgments, decisions, consent decrees, injunctions, or rulings of any Governmental Authority.
- c. **Maintenance of Facility.** Purchaser shall at all times, at its sole cost and expense, maintain the Facility in good condition and repair and in a manner sufficient to support the System and the System's connection to Purchaser's electrical systems. Purchaser will ensure that the Facility remains interconnected to the Utility's electric distribution system at all times and will not cause cessation of electric service to the Facility from the Utility. Purchaser is fully responsible for the maintenance and repair of the Facility's electrical system and of all of Purchaser's equipment that utilizes the System's outputs. Purchaser shall properly maintain in full working order all of Purchaser's electric supply or generation equipment that Purchaser may shut down while utilizing the System. Purchaser shall immediately notify Seller of any matters of which it is aware pertaining to any damage to or loss of use of the System or that could reasonably be expected to adversely affect the System.
- d. **No Alteration of Facility.** Purchaser shall not make any alterations or repairs to the Facility which could adversely affect the operation and maintenance of the System without Seller's prior written consent. Seller acknowledges that the Facility hosts a water treatment facility that provides critical services to the surrounding public and that Purchaser may be required to make emergency alterations or repairs to the Facility which could adversely affect the operation and maintenance of the System without Seller's prior written consent, provided that Purchaser uses commercially reasonable efforts to mitigate any adverse effects to the System and promptly provides Seller with written notice after. Any related outages to the System will be governed by the Outages provisions below.
- e. **Outages.** Purchaser shall be permitted to be off line for a total of forty-eight (48) daylight hours (each, a "Scheduled Outage") per calendar year during the Term, during which hours Purchaser shall not be obligated to accept or pay for electricity, or be responsible for associated revenues or credits to Seller described in (ii) – (iv) below, from the System; provided, however, that Purchaser must notify Seller in writing of each such Scheduled Outage at least

forty-eight (48) hours in advance of the commencement of a Scheduled Outage. In the event that Scheduled Outages exceed a total of forty-eight (48) daylight hours per calendar year or there are unscheduled outages, in each case for a reason other than a Force Majeure event, Purchaser shall pay Seller an amount equal to the sum of

(i) payments that Purchaser would have made to Seller hereunder for electric energy that would have been produced by the System during the outage; (ii) revenues that Seller would have received with respect to the System under any rebate program and any other assistance program with respect to electric energy that would have been produced during the outage; (iii) revenues from Environmental Incentives that Seller would have received with respect to electric energy that would have been produced by the System during the outage; and (iv) Tax Credits that Seller (or, if Seller is a pass-through entity for tax purposes, Seller's owners) would have received with respect to electric energy that would have been produced by the System during the outage. Determination of the amount of energy that would have been produced during the removal or disconnection shall be reasonably calculated by Seller.

- f. **Liens.** Purchaser shall not directly or indirectly cause, create, incur, assume or allow to exist any Lien on, affecting or with respect to the System or any interest therein. Purchaser shall immediately notify Seller in writing of the existence of any such Lien, shall promptly cause the same to be discharged and released of record without cost to Seller, and shall indemnify Seller against all costs and expenses (including reasonable attorneys' fees) incurred in discharging and releasing any such Lien or that otherwise arose as a result of such Lien.
- g. **Security.** Purchaser shall be responsible for using commercially reasonable efforts to maintain the physical security of the Facility and the System against known risks and risks that should have been known by Purchaser. Purchaser will not conduct activities on, in or about the Premises or the Facility that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System.
- h. **Insolation.** Purchaser understands that unobstructed access to sunlight ("Insolation") is essential to Seller's performance of its obligations and a material term of this Agreement. Purchaser shall not in any way cause and, where possible, shall not in any way permit any interference with the System's Insolation. If Purchaser becomes aware of any activity or condition that could diminish the Insolation of the System, Purchaser shall notify Seller immediately and shall cooperate with Seller in preserving the System's existing Insolation levels. The Parties agree that reducing Insolation would irreparably injure Seller, that such injury may not be adequately compensated by an award of money damages, and that Seller is entitled to seek specific enforcement of this Section 8(h) against Purchaser.
- i. **Breakdown Notice.** Purchaser shall notify Seller as promptly as practicable following the discovery by it of (i) any material malfunction in the operation of the System; (ii) any occurrences that could reasonably be expected to adversely affect the System; (iii) an interruption in the supply of electrical energy from the System; or (iv) the discovery of an emergency condition respecting the System. Purchaser and Seller shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Seller's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays.

9. **Change in Law.**

"Change in Law" means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any Law; (ii) the imposition of any material conditions on the issuance or renewal of any applicable Permit after the Effective Date (notwithstanding the general requirements contained in any applicable Permit at the time of application or issuance to comply with future Laws); or (iii) a change in any utility rate schedule or tariff approved by any Governmental Authority which in the case of any of (i), (ii) or (iii), establishes requirements affecting owning, supplying, constructing, installing, operating or maintaining the System, or other performance of the Seller's obligations hereunder and which has an adverse effect on the cost to Seller of performing such obligations; provided, that a change in tax law after the Effective Date of this Agreement shall not by itself constitute a Change in Law pursuant to this Agreement. "Permits" means all permits, licenses, approvals, waivers, consents, variances, grant, exemption, registration, operating certificate, order, or other authorization of a Governmental Authority.

If any Change in Law occurs that has an adverse effect on the cost to Seller of performing its obligations under this Agreement, then the Parties shall, within thirty (30) days following receipt by Purchaser from Seller of notice of such Change in Law, meet and attempt in good faith to negotiate amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then Seller shall have the right to terminate this Agreement without further liability to either Party except with respect to payment of amounts accrued prior to termination.

If any Change in Law occurs that has an adverse effect on the Purchaser to obtain Environmental Attributes from the System, then the Parties shall, within thirty (30) days following receipt by Seller from Purchaser of notice of such Change in Law, meet and attempt in good faith to negotiate amendments to this Agreement as are reasonably necessary to preserve the

economic value of this Agreement to both Parties, provided, however, that if the Parties are unable to agree on any such amendments, then the Agreement shall remain unchanged and the Parties' obligations and rights hereunder shall remain binding regardless of any Change in Law.

10. **Relocation of System.**

If Purchaser ceases to conduct business operations at the Facility, or otherwise vacates the Facility prior to the expiration of the Term, Purchaser shall have the option to propose to Seller a substitute premises located within the same Utility district as the terminated System or in a location with similar Utility rates and Insolation, in each case acceptable to Seller in Seller's sole discretion. Purchaser shall provide written notice of the proposal to Seller at least sixty (60) days but not more than one hundred eighty (180) days prior to the date that it proposes to make this substitution. Purchaser will further have the right, at year ten (10) and year fifteen (15), to purchase the System in accordance with the terms set forth in Section 16. Purchaser's inability to provide a substitute facility for relocation of the System on terms acceptable to Seller will be treated as a Default Event by Purchaser pursuant to Section 13.

11. **Removal of System at Expiration.**

- a. Upon the expiration or earlier termination of this Agreement (provided Purchaser does not exercise its purchase option), Seller shall, at its expense, remove all of its tangible property comprising the System from the Facility on a mutually convenient date, but in no event later than one hundred twenty (120) days after the expiration of the Term. If Seller fails to remove or commence substantial efforts to remove the System by such agreed upon date, Purchaser shall have the right, at its option, to remove the System to a public warehouse and restore the Facility to its original condition (other than ordinary wear and tear) at Seller's cost. Purchaser shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during System removal. The obligations of this Section 11 do not apply if, and to the extent that, the term of the Site Lease extends beyond the Initial Term or any Additional Term of this Agreement. At the request of the Purchaser, Seller shall not remove System fencing.
- b. Within sixty (60) days of Purchaser's written request, Seller will post security in favor of Purchaser in an amount mutually agreed upon by the parties. The form of the security will be a bond and will remain in effect until Seller has completed the decommissioning and removal of the System. Seller will pass through the cost of the security required under this section to Purchaser by invoice to Purchaser, which Purchaser agrees to pay within thirty (30) days of receipt.

12. **Measurement.**

Seller shall install one or more meter(s), as Seller deems appropriate, at or immediately before the Delivery Point to measure the output of the System. Such meter shall meet the general commercial standards of the solar photovoltaic industry or the required standard of the Utility. Seller shall maintain the meter(s) in accordance with industry standards.

13. **Default, Remedies and Damages.**

- a. **Default.** Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below shall be deemed to be the "Defaulting Party", the other Party shall be deemed to be the "Non-Defaulting Party", and each event of default shall be a "Default Event":
 - i. failure of a Party to pay any amount due and payable under this Agreement within thirty (30) days following receipt of written notice from the Non-Defaulting Party of such failure to pay ("Payment Default");
 - ii. failure of a Party to perform any other material obligation under this Agreement within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that such thirty (30) day cure period shall be extended (but not beyond ninety (90) days) if and to the extent reasonably necessary to cure the Default Event, if (A) the Defaulting Party initiates such cure within the thirty (30) day period and continues such cure to completion and (B) there is no material adverse effect on the Non-Defaulting Party resulting from the failure to cure the Default Event;
 - iii. if any representation or warranty of a Party proves at any time to have been incorrect in any material respect when made, if the effect of such incorrectness is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;

- iv. Purchaser loses its rights to occupy and enjoy the Premises or the Facility;
- v. a Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect, and, if any such bankruptcy or other proceedings were initiated by a third party, if such proceedings have not been dismissed within sixty (60) days following receipt of a written notice from the Non-Defaulting Party demanding such cure; or
- vi. Purchaser (a) prevents Seller from installing the System or (b) otherwise fails to perform in a way that prevents the generation of electric energy by the System or delivery of electric energy to the Delivery Point. Such Default Event shall not excuse Purchaser's obligations to make payments that otherwise would have been due under this Agreement.

b. Remedies.

- i. Remedies for Payment Default. If a Payment Default occurs, the Non-Defaulting Party may suspend performance of its obligations under this Agreement. Further, the Non-Defaulting Party may (A) at any time during the continuation of the Default Event, terminate this Agreement upon five (5) days prior written notice to the Defaulting Party, and (B) pursue any remedy under this Agreement, at law or in equity, including an action for damages.
- ii. Remedies for Other Defaults. On the occurrence of a Default Event other than a Payment Default, the Non-Defaulting Party may (A) at any time during the continuation of the Default Event, terminate this Agreement or suspend its performance of its obligations under this Agreement, upon five (5) days prior written notice to the Defaulting Party, and (B) pursue any remedy under this Agreement, at law or in equity, including an action for damages. Nothing in this Section 13 shall limit either Party's right to collect damages upon the occurrence of a breach or a default by the other Party that does not become a Default Event. If Purchaser terminates this Agreement without cause prior to commencement of System installation, Seller shall be entitled to any remedy available to it.
- iii. Damages Upon Termination by Default. Upon a termination of this Agreement by the Non-Defaulting Party as a result of a Default Event by the Defaulting Party, the Defaulting Party shall pay a Termination Payment to the Non-Defaulting Party determined as follows (the "Termination Payment"):
 - A. Purchaser. If Purchaser is the Defaulting Party and Seller terminates this Agreement, the Termination Payment to Seller shall be equal to for any given Contract Year, the amount set forth on Exhibit 4 attached hereto. The Parties agree that actual damages to Seller in the event this Agreement terminates prior to the expiration of the Term as the result of a Default Event by Purchaser would be difficult to ascertain, and the applicable Termination Payment is a reasonable approximation of the damages suffered by Seller as a result of early termination of this Agreement after the Commercial Operation Date. If the Default Event by Purchaser occurs prior to the Commercial Operation Date, Seller may terminate this Agreement upon written notice to Purchaser and Purchaser shall pay to Seller all of Seller's costs and expenses incurred through the date of termination, including Seller's costs and expenses associated with development, design, engineering, construction and interconnection of the System, all real estate and other diligence conducted by Seller, procurement of equipment and any Permits, agreements or other documentation obtained or applied for by Seller.
 - B. Seller. If Seller is the Defaulting Party and Purchaser terminates this Agreement, Seller shall, at Seller's sole cost and expense, remove the System within one hundred eighty (180) days of the termination date.

14. Representations, Warranties and Covenants.

- a. General Representations and Warranties. Each Party represents and warrants to the other the following as of the Effective Date and the Condition Satisfaction Date:

- i. Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and shall not violate any Law; and this Agreement is a valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).
- ii. Such Party has obtained all licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in material compliance with all Laws, including all environmental laws, that relate to this Agreement.

b. **Purchaser's Representations, Warranties and Covenants.** Purchaser represents and warrants to Seller the following as of the Effective Date and covenants that throughout the Term:

- i. **License and Site Lease.** Purchaser has valid title to or a valid leasehold or other property interest in the Premises and the Facility. Purchaser has the full right, power and authority to grant the License contained in Section 8(a) and the Site Lease. Such grant of the License and entry into the Site Lease do not violate any Law applicable to Purchaser or the Facility and is not inconsistent with and will not result in a breach or default under any agreement by which Purchaser is bound or that affects the Facility or the Premises. If Purchaser does not own the Premises or Facility, Purchaser has obtained all required consents from the owner of the Premises and/or Facility to grant the License and enter into and perform its obligations under this Agreement and the Site Lease.
- ii. **Other Agreements.** Neither the execution and delivery of this Agreement by Purchaser nor the performance by Purchaser of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Purchaser is a party or by which Purchaser or the Facility is bound.
- iii. **Accuracy of Information.** All information and documents provided by Purchaser to Seller, including as they pertain to the Facility's physical configuration, Purchaser's planned use of the Facility, and Purchaser's estimated electricity requirements, are true, accurate and complete in all material respects.
- iv. **Purchaser Status.** Purchaser is not an electric public utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company.
- v. **Hazardous Substances.** To the knowledge of Purchaser's Office of Sustainability, there are no Hazardous Substances at, on, above, below, or near the Premises or the Facility that would require clean up or remediation to enable Seller to install or operate the System or prevent Seller from installing or operating the System.
- vi. **No Pool Use.** No electricity generated by the System will be used to heat a swimming pool.

15. **System and Facility Damage and Insurance.**

a. **System and Facility Damage.**

- i. **Seller's Obligations.** If the System is damaged or destroyed other than as a result of Purchaser's negligence, willful misconduct or breach of this Agreement or Force Majeure (as defined below), Seller shall promptly repair and restore the System to its pre-existing condition.
- ii. **Purchaser's Obligations.** If the Facility is damaged or destroyed by casualty of any kind or any other occurrence other than as a result of Seller's negligence, willful misconduct or breach of this Agreement, such that the operation of the System and/or Purchaser's ability to accept the electric energy produced by the System are materially impaired or prevented, Purchaser shall either promptly repair and restore the Facility to its pre-existing condition or reimburse Seller for performing such repair and restoration.

b. **Insurance Coverage.** At all times during the Term, Seller and Purchaser shall maintain the following insurance:

- i. **Seller's Insurance.** Seller shall maintain (A) property insurance on the System for the full replacement cost thereof, (B) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (C) employer's liability insurance with coverage of at least \$1,000,000 and (D) workers' compensation insurance as required by law.
- ii. **Purchaser's Insurance.** Purchaser shall maintain, either: (a) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, or (b) coverage via self-insurance through a judgment trust in the amount of \$1,000,000.
- c. **Policy Provisions.** All insurance policies provided hereunder shall (i) contain a provision whereby the insurer agrees to give the party not providing the insurance (A) not less than ten (10) days written notice before the insurance is cancelled, or terminated as a result of non-payment of premiums, or (B) not less than thirty (30) days written notice before the insurance is otherwise cancelled or terminated, (ii) be written on an occurrence basis, and (iii) be maintained with companies either rated no less than A-VII as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to the other party.
- d. **Certificates.** Upon the other Party's request each Party shall deliver the other Party certificates of insurance, or statement of self-insurance, as applicable, evidencing the above required coverage. A Party's receipt, review or acceptance of such certificate, or failure to request such certificate, shall in no way limit or relieve the other Party of the duties and responsibilities to maintain insurance as set forth in this Agreement.
- e. **Deductibles.** Unless and to the extent that a claim is covered by an indemnity set forth in this Agreement, each Party shall be responsible for the payment of its own deductibles.

16. **Ownership; Option to Purchase.**

- a. **Ownership of System.** Throughout the Term (except in the circumstances provided in Section 16.b or Section 19), Seller shall be the legal and beneficial owner of the System (including all components thereof) at all times, including all Environmental Incentives (unless otherwise specified on Exhibit 1), and the System and all components thereof shall remain the personal property of Seller and shall not attach to or be deemed a part of, or fixture to, the Facility or the Premises. Each of the Seller and Purchaser agree that the Seller (or the designated assignee of Seller permitted under Section 19) is the tax owner of the System and all tax filings and reports will be filed in a manner consistent with this Agreement. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Purchaser covenants that it will place all parties having an interest in or Lien on the Facility or the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as prospectively attaching to the System as a fixture of the Premises, Purchaser shall provide a disclaimer or release from such lienholder. If Purchaser is the fee owner of the Premises, Purchaser consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction where the Facility is located. If Purchaser is not the fee owner, Purchaser will obtain such consent from such owner. Upon request, Purchaser agrees to deliver to Seller a non-disturbance agreement in a form reasonably acceptable to Seller from the owner of the Facility (if the Facility is leased by Purchaser), any holder of a Lien on the Premises. To the extent that Purchaser does not own the Premises or Facility, Purchaser shall provide to Seller immediate written notice of receipt of notice of eviction from the Premises or Facility or termination of Purchaser's lease of the Premises and/or Facility.
- b. **Option to Purchase.** At any time after the end of the 5th Contract Year, so long as Purchaser is not in default under this Agreement, Purchaser may purchase the System from Seller on any such date for a purchase price equal to the Fair Market Value of the System. Purchaser must provide a notification to Seller of its intent to purchase at least ninety (90) days and not more than one hundred eighty (180) days prior to the time it wishes to purchase the System, and the purchase shall be complete prior to the end of the then-current Contract Year. Any such purchase shall be on an as-is, where-is basis, and Seller shall not provide any warranty or other guarantee regarding the performance of the System, provided, however, that Seller shall assign to Purchaser any manufacturers warranties that are in effect as of the purchase, and which are assignable pursuant to their terms. Upon the closing of the purchase and sale of the System and payment of the purchase price, Purchaser will assume complete responsibility for the operation and maintenance of the System and liability for the performance of the System, Seller shall have no further liabilities or obligations hereunder, and this Agreement shall terminate.
- c. **Determination of Fair Market Value.** "Fair Market Value" means, in Seller's reasonable determination, the greater of: (i) the amount that would be paid in an arm's length, free market transaction, for cash, between an informed,

willing seller and an informed willing buyer, neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age, condition and performance of the System and advances in solar technology, provided that installed equipment shall be valued on an installed basis, shall not be valued as scrap if it is functioning and in good condition and costs of removal from a current location shall not be a deduction from the valuation, and (ii) for any given Contract Year, the amount set forth on **Exhibit 4** attached hereto. Seller shall determine Fair Market Value within sixty (60) days after Purchaser has exercised its option to purchase the System. Seller shall give written notice to Purchaser of such determination, along with an explanation of the calculation of Fair Market Value. If Purchaser reasonably objects to Seller's determination of Fair Market Value within sixty (60) days after Seller has provided written notice of such determination, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the System. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the System based on the formulation set forth herein, and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally.

17. Indemnification and Limitations of Liability.

- a. **General.** Seller (the "Indemnifying Party") shall defend, indemnify and hold harmless the Purchaser and the directors, officers, shareholders, partners, members, agents and employees of such other Party, and the respective affiliates of each thereof (collectively, the "Indemnified Parties"), from and against all loss, damage, expense, liability and other claims, including court costs and reasonable attorneys' fees (collectively, "Liabilities") resulting from any third party actions relating to the breach of any representation or warranty set forth in **Section 14** and from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnifying Party (or its contractors, agents or employees) in connection with this Agreement; provided, however, that nothing herein shall require the Indemnifying Party to indemnify the Indemnified Party for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnified Party. Purchaser shall remain responsible and liable for Liabilities resulting from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, Purchaser (or its contractors, agents or employees) in connection with this Agreement. This **Section 17(a)** however, shall not apply to Liability arising from any form of hazardous substances or other environmental contamination, such matters being addressed exclusively by **Section 17(c)**.

- b. **Notice and Participation in Third Party Claims.** The Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third party (a "Claim"), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys' fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party shall settle any Claim covered by this **Section 17(b)** unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party shall have no Liability under this **Section 17(b)** for any Claim for which such notice is not provided if that the failure to give notice prejudices the Indemnifying Party.

- c. **Environmental Indemnification.** Seller shall indemnify, defend and hold harmless all of Purchaser's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises or Facility of any Hazardous Substance (as defined in **Section 17(c)(i)**) to the extent deposited, spilled or otherwise caused by Seller or any of its Subcontractors or agents. Purchaser shall remain responsible and liable for all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises or Facility of any Hazardous Substance, except to the extent deposited, spilled or otherwise caused by Seller or any of its Subcontractors or agents. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises or Facility or the Premises or Facility generally or any deposit, spill or release of any Hazardous Substance.
 - i. **"Hazardous Substance"** means any chemical, waste or other substance (A) which now or hereafter becomes defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollution," "pollutants," "regulated substances," or words of similar import under any Laws

pertaining to the environment, health, safety or welfare, (B) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (C) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (D) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (E) for which remediation or cleanup is required by any Governmental Authority.

d. **Limitations on Liability.**

- I. **No Consequential Damages.** EXCEPT WITH RESPECT TO INDEMNIFICATION FOR THIRD PARTY CLAIMS PURSUANT TO THIS SECTION 17 AND DAMAGES THAT RESULT FROM THE WILLFUL MISCONDUCT OF A PARTY, NEITHER PARTY NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS, MEMBERS, AGENTS, EMPLOYEES, SUBCONTRACTORS OR SUPPLIERS SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY NATURE ARISING OUT OF THEIR PERFORMANCE OR NON-PERFORMANCE HEREUNDER EVEN IF ADVISED OF SUCH. The Parties agree that in the event that Seller is required to recapture any Tax Credits or other tax benefits as a result of a breach of this Agreement by Purchaser, such recaptured amount shall be deemed to be direct and not indirect or consequential damages. No Termination Payment shall be deemed to be indirect, special, incidental, exemplary or consequential damages for purposes of this Section 17(d)(i).
- ii. **Actual Damages.** Except with respect to indemnification for third party claims pursuant to Section 17 and damages that result from the willful misconduct of Seller, Seller's aggregate Liability under this Agreement arising out of or in connection with the performance or non-performance of this Agreement shall not exceed the total payments made (or, as applicable, projected to be made) by Purchaser under this Agreement. The provisions of this Section (17)(d)(ii) shall apply whether such Liability arises in contract, tort (including negligence), strict liability or otherwise. Any action against Seller must be brought within one (1) year after the cause of action accrues.

18. **Force Majeure.**

- a. "Force Majeure" means any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure, and includes failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; epidemic or pandemic or public health emergency; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the Party claiming Force Majeure. Force Majeure does not include: (i) economic hardship or changes in market conditions, (ii) any labor disturbance of Seller, to the extent such labor disturbance involves direct employees of Seller, (iii) shortages of manpower, (iv) normal and reasonably expected climatic conditions (such as rain, snow, wind, temperature, tides and seasons).
- b. Except as otherwise expressly provided to the contrary in this Agreement, if either Party is rendered wholly or partly unable to timely perform its obligations under this Agreement because of a Force Majeure event, that Party shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; provided, that: (i) the Party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice delivered within ten (10) calendar days after obtaining knowledge of the occurrence of the Force Majeure event reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event, and (iii) the Party affected by such Force Majeure event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. The Term shall be extended day for day for each day performance is suspended due to a Force Majeure event. Notwithstanding the foregoing, in no event shall a Party be entitled to any excuse from the performance of its obligations under this Agreement to the extent that such Party could have taken, but failed to take, commercially reasonable actions to mitigate or remedy its inability to perform.

- c. Notwithstanding anything in this Section 18 to the contrary, no payment obligation of either Party shall be excused as the result of a Force Majeure Event.
- d. If a Force Majeure event continues for a period of one hundred and eighty (180) days or more within a twelve (12) month period and prevents a material part of the performance by a Party hereunder, then at any time during the continuation of the Force Majeure event, the Party not claiming the Force Majeure shall have the right to terminate this Agreement without fault or further liability to either Party (except for amounts accrued but unpaid).

19. Assignment and Financing.

- a. **Assignment.** This Agreement may not be assigned in whole or in part by Purchaser, including by operation of law, without the prior written consent of Seller and any such assignment or attempted assignment without Seller's prior written consent shall be void. Seller may assign this Agreement with Purchaser's consent, which shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Seller may assign, pledge as collateral, sell or transfer this Agreement or the System or any of Seller's rights or obligations under this Agreement or rights in and to the System without Purchaser's consent to:
 - i. any affiliate, or direct or indirect subsidiary, of Seller (including majority owned or controlled solar funds); or
 - ii. to any Financing Party or as part of any transaction Seller or any affiliate of Seller may enter into with any Financing Party, provided that Seller retains responsibility for day-to-day operation of the System.

Purchaser hereby consents to any such assignment, pledge, sale or transfer. This Agreement shall be binding on and inure to the benefit of the Parties' successors and permitted assignees.

- b. **Financing.** The Parties acknowledge that Seller or an affiliate of Seller may obtain financing (including, without limitation, any form of debt, equity or lease financing or capital) or credit support from one or more Financing Parties in relation to the development, construction, ownership, transfer, operation or maintenance of the System. "Financing Party" or "Financing Parties" means any Person who provides to Seller or Seller's affiliate any type of financing, capital or credit support for or in connection with development, construction, ownership, transfer, operation or maintenance of the System, whether directly or indirectly, and including, but not limited to, any Person to whom Seller or Seller's affiliate has transferred any ownership interest, direct or indirect, in the System. Both Parties agree in good faith to consider and to negotiate changes or additions to this Agreement that may be requested by the Financing Parties. Purchaser agrees to execute any consent, estoppel or acknowledgement in form and substance requested by such Financing Parties. "Person" means any person or legal entity.
- c. **Successor Servicing.** The Parties further acknowledge that in connection with any financing or credit support provided to Seller or its affiliates by Financing Parties, that such Financing Parties may require that Seller or its affiliates appoint a third party to act as backup or successor provider of operation and maintenance services with respect to the System and/or administrative services with respect to this Agreement (the "Successor Provider"). Purchaser agrees to accept performance from any Successor Provider so appointed so long as such Successor Provider performs in accordance with the terms of this Agreement.

20. Miscellaneous Provisions.

- a. **Choice of Law; Jurisdiction.** This Agreement will in all respects be governed by Ohio law, regardless of any principles of conflicts of laws. Any suit, action, claim or proceeding brought in connection with this Agreement shall be brought exclusively in a court of the State of Ohio or federal court sitting in Montgomery County, Ohio and the Parties expressly consent to the jurisdiction of such courts over any such suit, action, claim or proceeding. Both Parties irrevocably waive all of their rights to a trial by jury with respect to such lawsuits.
- b. **Publicity.** Seller may disclose the existence of this Agreement and use information pertaining to the installation, construction, and operation of the System in its marketing and/or publicity materials, by first obtaining written consent from Purchaser. Prior to making any public announcement regarding this Agreement, the Parties will coordinate with one another to promptly review, comment upon, and approve press releases or public announcements. Notwithstanding the foregoing, Seller may make, without consent, general references to this Agreement and the System in its marketing and/or publicity material without disclosing specific terms and Purchaser's name and is permitted to include any necessary information in filings or other statements or releases as may be required by applicable law. Purchaser may not make any representations that Purchaser is the owner of the System. Additionally, Seller will grant reasonable access to the System to Purchaser and its officials, officers, employees, and invited guests (collectively "Invitees") for tours and publicity, provided that Purchaser provides

Seller with at least fifteen (15) days' prior written request and coordinates such access with Seller so that the Invitees may be escorted by Seller. Such access must not interfere with Seller's use of the Facility or the System and the Invitees must comply with all reasonable health and safety requirements of Seller while present at the Facility. Purchaser and/or its Invitees may not access to the System without authorization or supervision from an authorized representative of Seller. Purchaser acknowledges that Seller may require any Invitees that visit the Facility in accordance with this Section to execute a waiver in which such person acknowledges that such person assumes the risk of being in close proximity to the System. Seller may prohibit access to Invitees that are engaged in the business of development and construction of solar photovoltaic electric power production facilities. Purchaser will be responsible for any and all damage to the Facility or the System caused by Purchaser or its Invitees. IN NO EVENT SHALL SELLER OR ANY OF ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS, MEMBERS, AGENTS OR EMPLOYEES BE LIABLE FOR ANY DAMAGES WITH RESPECT TO ACCESS TO THE SYSTEM OR FACILITY UNDER THIS SECTION UNLESS AND TO THE EXTENT SECTION 17 IS APPLICABLE.

- c. **Notices.** All notices under this Agreement shall be in writing and shall be by personal delivery, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and deemed received upon personal delivery, receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this Agreement at the addresses set forth in this Agreement or such other address as either Party may specify in writing. Each Party shall deem a document emailed or electronically sent in PDF form to it as an original document.
- d. **Survival.** Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement shall survive. For the avoidance of doubt, surviving provisions shall include Section 1 (Definitions and Interpretation); Section 3 (Term and Termination); Section 11 (Removal of System at Expiration); Section 13 (Default, Remedies and Damages); Section 17 (Indemnification and Limits of Liability); and Section 20 (Miscellaneous Provisions).
- e. **Further Assurances.** In addition to its other obligations under this Agreement, each Party agrees to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.
- f. **Waiver.** Neither Party shall be deemed to have waived, deferred or reduced any right or requirement unless such action is in writing and signed by the waiving Party. No failure of either Party to enforce any term of this Agreement will be deemed to be a waiver. No exercise of any right or remedy under this Agreement by Purchaser or Seller shall constitute a waiver of any other right or remedy contained or provided by law. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of a requirement under this Agreement shall be limited to the specific requirement waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of any other requirement.
- g. **Comparative Negligence.** Unless otherwise provided in this Agreement, it is the intent of the Parties that where negligence is determined to have been joint, contributory or concurrent, each Party shall bear the proportionate cost of any Liability.
- h. **Non-Dedication of Facilities.** Nothing herein shall be construed as the dedication by Seller of its facilities or equipment to the public or any part thereof. Purchaser shall not knowingly take any action that would subject Seller, or Seller's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Purchaser shall not assert in any proceeding before a court or regulatory body that Seller is a public utility by virtue of its performance under this agreement. If Seller is reasonably likely to become subject to regulation as a public utility, then the Parties shall use all reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Seller does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, Seller shall have the right to terminate this Agreement without further Liability, and Seller shall remove the System in accordance with Section 11 of this Agreement.
- i. **Estoppel.** Either Party hereto, without charge, at any time and from time to time, within five (5) business days after receipt of a written request by the other party hereto, shall deliver a written instrument, duly executed, certifying to such requesting party, or any other person specified by such requesting Party: (i) that this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified,

and identifying any such modification; (ii) whether or not to the knowledge of any such party there are then existing any offsets or defenses in favor of such party against enforcement of any of the terms, covenants and conditions of this Agreement and, if so, specifying the same and also whether or not to the knowledge of such party the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; and (iii) such other information as may be reasonably requested by the requesting Party. Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contained in the certificate.

- j. **Service Contract.** The Parties intend this Agreement to be a “service contract” within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. Purchaser will not take the position on any tax return or in any other filings suggesting that it is anything other than a purchase of electricity from the System.
- k. **No Partnership.** The relationship of the Parties is that of independent contractors. No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary, employment, agency or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither shall be considered the agent of the other.
- l. **Full Agreement, Modification, Invalidity, Counterparts, Captions.** This Agreement, together with any Exhibits, attachments, annexes or schedules hereto, completely and exclusively states the agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding its subject matter. This Agreement may be amended or modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. This Agreement may be executed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same Agreement.
- m. **Forward Contract.** The transaction contemplated under this Agreement constitutes a “forward contract” within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a “forward contract merchant” within the meaning of the United States Bankruptcy Code.
- n. **No Third Party Beneficiaries.** Except for assignees, Financing Parties, and Successor Providers permitted under Section 19, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other Person.
- o. **Payment Bonds.** Any payment bond issued will cease at the termination of any time required by law. Neither payment bonds, whether for labor or materials, nor performance bonds are applicable to any specified performance guarantee.
- p. **Political Contributions.** Seller affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

Exhibit 1
Pricing Summary

1. **Initial Term:** 30 years, beginning on the Commercial Operation Date.
2. **Additional Terms:** Up to one Additional Term of five years each.
3. **Environmental Incentives and Environmental Attributes:** Environmental Attributes accrue to Purchaser; Seller will retain ownership of Environmental Incentives.
4. **PPA Rate:**

Contract Year	PPA Rate (\$/kWh)
1	\$0.922
2	\$0.922
3	\$0.922
4	\$0.922
5	\$0.922
6	\$0.922
7	\$0.922
8	\$0.922
9	\$0.922
10	\$0.922
11	\$0.922
12	\$0.922
13	\$0.922
14	\$0.922
15	\$0.922
16	\$0.922
17	\$0.922
18	\$0.922
19	\$0.922
20	\$0.922
21	\$0.922
22	\$0.922
23	\$0.922
24	\$0.922
25	\$0.922
26	\$0.922
27	\$0.922
28	\$0.922
29	\$0.922
30	\$0.922

5. **Condition Satisfaction Date:** 180 days after the Effective Date.
6. **Rebate Variance.** All prices in this Agreement are calculated based on an upfront rebate of \$0.00. If the actual rebate is lower than calculated, prices will be adjusted pro-rata to reflect the actual rebate received.
7. **Purchaser Options to Purchase System.** None or as set forth in Section 16(b).

Exhibit 2

System Description, Delivery Point and Premises

1. **Street Address of Premises and Facility:** 3674 Dayton Park Drive, Dayton, OH 45414
2. **System Size (DC kW):** 5,148 kW DC
3. **Expected First Year Energy Production (kWh):** 7,511,120 kWh
4. **Expected Structure:** Ground Mount Roof Mount Parking Structure Other
5. **Expected Module(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
Hanwha Q Cells Q.Peak-Duo-XL-G11S.3 / BFG-590	8640

6. **Expected Inverter(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
Chint Power Systems (CPS) CPS SCH275KTL-DO/US-800 (250kW)	15

7. **Facility and System Layout:** See Exhibit 2, Attachment A
8. **Utility:** AES Ohio
9. **System Installation:** Performed by IGS Solar or its Subcontractors. System design, engineering, permitting, installation, utility interconnection, monitoring and rebate application paperwork (if applicable). Any like substantive equipment may be utilized in lieu of the modules and inverters above, in the sole discretion of Seller. Installation does not include: unforeseen groundwork (including, but not limited to, excavation/circumvention of underground obstacles), upgrades or repair to the Facility or utility electrical infrastructure, payment bonds, performance bond(s), tree removal or tree trimming, or resolution of storm water drainage issues or water management issues.

Exhibit 2
Attachment A:
Facility and System Layout

Conceptual Drawing of the System	See below
Delivery Point	Delivery of energy will take place at the existing sub station located in the southeast corner of Pieper Rd located within the City of Dayton's Water Supply & Treatment facility grounds, with address of 3210 Chuck Wagner Ln, Dayton, OH 45414.
Access Points	Access to existing substation (SE of WTP), land south of existing substation to North array for overhead line work, parcel of land where North array is located, parcel of land where South array is located. Dayton Park Drive and Pieper Rd will be access points for construction personnel. Laydown and Staging area will be decided once construction starts.

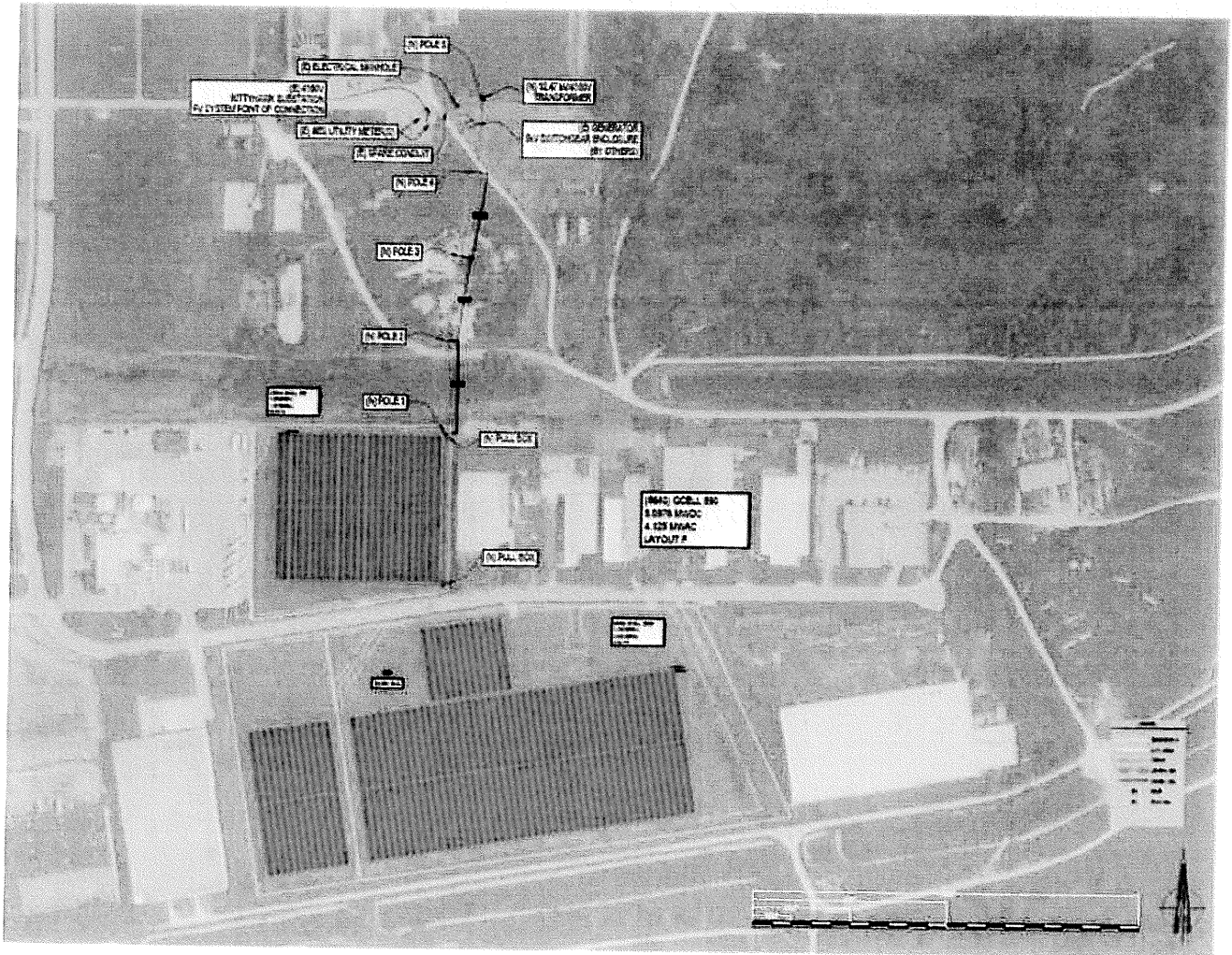


Exhibit 3

Production Guarantee

1. **Minimum Output Guarantee:** Seller warrants and guarantees that, during the Initial Term, the System will generate no less than ninety percent (90%) of output set forth in Section 4 of this Production Guarantee (the "Minimum Output Guarantee"). The measurement of output may be adjusted for any reduction in output caused by (a) utility shutdowns and curtailments, (b) a Force Majeure Event for which Seller has properly provided the notice required by this Agreement, or (c) Purchaser's violation of any obligations under this Agreement. Such reductions in output shall be excluded from any assessment as to whether the Minimum Output Guarantee has been met for purposes of the Production Guarantee.

2. **Calculation of Minimum Output Guarantee Damages:** In the event that System energy output is less than the Minimum Output Guarantee, Seller shall pay to Purchaser a credit equal to the positive difference between the Minimum Output Guarantee minus the actual kWh production, multiplied by the positive difference between the average rate at which Purchaser, acting in a commercially reasonable manner, purchased replacement electricity at the Delivery Point for the year that the Minimum Output Guarantee was not met minus the applicable PPA Rate.

3. **Notice of Failure to Meet Minimum Output Guarantee.** At the end of every Contract Year, Seller will determine whether the actual output of the System is below the Minimum Output Guarantee for such period. Within six (6) months following such calculation, Seller shall issue any resultant credits on Purchaser's following invoice.

4. **Output Table**

<u>Year</u>	<u>Projected Output (kWh)</u>	<u>Guaranteed Output (kWh)</u>
1	7,511,120	6,760,008
2	7,473,564	6,726,208
3	7,436,197	6,692,577
4	7,399,016	6,659,114
5	7,362,021	6,625,818
6	7,325,210	6,592,689
7	7,288,584	6,559,726
8	7,252,141	6,526,927
9	7,215,881	6,494,293
10	7,179,801	6,461,821
11	7,143,902	6,429,512
12	7,108,183	6,397,365
13	7,072,642	6,365,378
14	7,037,279	6,333,551
15	7,002,092	6,301,883
16	6,967,082	6,270,374
17	6,932,246	6,239,022
18	6,897,585	6,207,827
19	6,863,097	6,176,788
20	6,828,782	6,145,904
21	6,794,638	6,115,174
22	6,760,665	6,084,598
23	6,726,861	6,054,175
24	6,693,227	6,023,904
25	6,659,761	5,993,785
26	6,626,462	5,963,816
27	6,593,330	5,933,997
28	6,560,363	5,904,327
29	6,527,561	5,874,805
30	6,494,924	5,845,431

Exhibit 4
Termination Payment Amounts

Contract Year	Termination Payment Amount
1	\$9,718,288
2	\$9,025,029
3	\$8,326,614
4	\$7,622,744
5	\$6,913,106
6	\$6,197,367
7	\$6,000,500
8	\$5,796,807
9	\$5,585,893
10	\$5,367,341
11	\$5,192,189
12	\$5,011,580
13	\$4,825,203
14	\$4,632,731
15	\$4,433,820
16	\$4,228,102
17	\$4,015,192
18	\$3,794,680
19	\$3,566,133
20	\$3,329,093
21	\$3,083,075
22	\$2,827,567
23	\$2,562,025
24	\$2,285,875
25	\$1,998,510
26	\$1,703,145
27	\$1,399,780
28	\$1,088,415
29	\$963,100
30	\$875,545
After Year 30	Fair Market Value

End of Exhibit 4

Exhibit 5

Form of Site Lease

Exhibit 6

2021 ALTA/NSPS Land Title Survey

[The space above this line is reserved for the Recorder's use.]

Memorandum of Lease

Landlord: City of Dayton, 101 W. Third Street, Dayton, Ohio 45402
Tenant: IGS Solar, LLC, 6100 Emerald Parkway, Dublin, OH 43016
Leased Property: the real property located in Montgomery County, Ohio, as further described in the Attachment A attached to this Memorandum.

Landlord owns the Leased Property. Landlord and Tenant entered into a certain *Solar Site Lease Agreement* dated _____, 2025 (the "Lease"). Under the Lease, Landlord granted to Tenant the right to design, construct/install, own, operate, maintain, remove, and replace a solar photovoltaic system on the Leased Property ("System"). The Lease has an initial term that commenced on the date of the Lease and continues until 30 years after the commercial operation date of the System, and there is up to 1 additional term of 5 years. This Memorandum will not be deemed to modify the Lease in any way. If there is any conflict between the Lease and this Memorandum, the terms of the Lease will control.

In addition to the leasehold rights granted therein, Landlord granted to Tenant one or more non-exclusive easements, in areas further described in the Attachment B attached to this Memorandum ("Easement Property"), coterminous with the term of the Lease in order to: (i) allow Tenant to install and maintain such utilities on, over and or under the Landlord's property as necessary for Tenant to interconnect the System with Landlord's building(s); (ii) access the Leased Property; (iii) install and maintain power, internet and telephone service cable reasonably necessary to install, operate or maintain the System, in areas reasonably approved by Landlord; and (iv) to secure the System.

Landlord: City of Dayton

Signature: _____

Printed Name: _____

Title: _____

Tenant: IGS Solar, LLC

Signature: _____

Printed Name: _____

Title: _____

{ACKNOWLEDGEMENTS ON FOLLOWING PAGE}

State of Ohio

County of Montgomery

Acknowledged in my presence by Joseph D. Parlette, as the Deputy City Manager
of, and on behalf of, City of Dayton, an Ohio municipal corporation, on March 13, 2025.

Shannon Busch
Notary Public

My commission expires on 10.23.27.



SHANNON BUSCH
Notary Public - State of Ohio
Commission Expires Oct 23, 2027

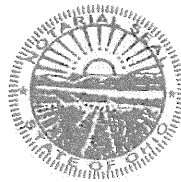
State of Ohio

County of Franklin

Acknowledged in my presence by David Lim, as the Sr. Director
of, and on behalf of, IGS Solar, LLC an Ohio limited liability company on 24th of February, 2025

Ellen Lynn Teng
Notary Public

My commission expires on 6/2/2029.



ELLEN LYNN TENG
Notary Public, State of Ohio
My Commission Expires 06-02-29

Attachment A

DESCRIPTION OF THE LEASED PROPERTY

4.0000 Acre Tract

Situate in the State of Ohio, County of Montgomery, City of Dayton being Lot 6 (PID: R72 170140006) of the Section Two Concourse 70/75 Replat of Pt. Lots 76659, 76662, and 76666 of the City of Dayton Ohio, by deed of record in Plat Book 101, Page 64 All records hereon are from the Recorder's Office, Montgomery County, Ohio, said 4.0000 acre tract being more particularly described as follows:

Beginning at an iron pin found at the northwest corner of said Lot 6 and the northeast corner of said Lot 3 of Section One Concourse 70/75 Replat of record in Plat Book 95, Page 42 and in the south right-of-way line of Dayton Park Drive (60' R/W)

Thence North 81°40'13" East, a distance of 268.06 feet, to an iron pin found at the northerly corner of said Lot 6 and of Lot 7 of said Section Two Concourse 70/75 Replat;

Thence South 08°19'47" East, a distance of 650.00 feet, along the north line common to said Lot 6 and 7 to a point at the southerly corner of said Lot 6 and 7 and in the north line of a tract conveyed to the City of Dayton in Plat Book 5, Page 170

Thence South 81°40'13" West, a distance of 268.06 feet, along the common line of said Lot 6 and north line of Plat Book 5, Page 170, to point at the common corner of said Lot 6 and Lot 3;

Thence North 08°19'47" West, a distance of 650.00 feet, along the line common to said Lot 6 and 3, to the POINT OF BEGINNING containing 4.0000 acres of land more or less. Being subject to all easements, restrictions and rights-of-way of record.

The bearings are based on centerline Dayton Park Drive as being North 81°40'13" East, as shown of record in Plat Book 101, Page 64.

5.3893 Acre Tract

Situate in the State of Ohio, County of Montgomery, City of Dayton being part of Lot 5 (PID: R72 170140005) of the Section Two Concourse 70/75 Replat of Pt. Lots 76659, 76662, and 76666 of the City of Dayton Ohio, by deed of record in Plat Book 101, Page 64 All records hereon are from the Recorder's Office, Montgomery County, Ohio, said 5.3893 acre tract being more particularly described as follows:

Beginning at an iron pin found in the southerly line of Lot 5 and in the north right-of-way line of Dayton Park Drive (60' R/W);

Thence North 81°40'13" East, a distance of 85.60 feet, along the south line of said Lot 5 and the northerly right-of-way line of said Dayton Park Drive, to the POINT OF TRUE BEGINNING;

Thence North 00°27'04" East, a distance of 503.91 feet over and across said Lot 5, to a point in the north line of said Lot 5 and the south line of Plat Book 5, Page 170;

Thence South 89°32'37" East, a distance of 505.12 feet, along the north line of said Lot 5 and the south line of said Plat Book 5, Page 170, to a point;

Thence South 00°29'15" West, a distance of 425.88 feet, over and across said Lot 5, to a point in the south line of said Lot 5 and the northerly right-of-way line of said Dayton Park Drive;

Thence South 81°40'13" West, a distance of 510.84 feet, along the south line of said Lot 5 and the north right-of-way line of said Dayton Park Drive, to the TRUE POINT OF BEGINNING containing 5.3893 acres of land more or less. Being subject to all easements, restrictions and rights-of-way of record.

The bearings are based on centerline Dayton Park Drive as being North 81°40'13" East, as shown of record in Plat Book 101, Page 64.

15.0330 Acre Tract

Situate in the State of Ohio, County of Montgomery, City of Dayton and being Lot 7 (PID: R72 170140007) of the Section Two Concourse 70/75 Replat of Pt. Lots 76659, 76662, and 76666 of the City of Dayton Ohio, by deed of record in Plat Book 101, Page 64 All records hereon are from the Recorder's Office, Montgomery County, Ohio, said 15.0330 acre tract being more particularly described as follows:

Beginning at an iron pin found at the northwest corner of said Lot 7 and the northeast corner of said Lot 6 of said Section Two Concourse 70/75 Replat and in the south right-of-way line of Dayton Park Drive (60' R/W)

Thence the following three (3) courses and distances along the north line of said Lot 7 and the south right-of-way line of said Dayton Park Drive:

1. North 81°40'13" East, a distance of 418.65 feet, to a point;
2. Along a curve turning to the right with an arc length of 148.75 feet, a radius of 970.00 feet, with a chord bearing of North 86°03'48" East, and a chord length of 148.60 feet, to a point;
3. South 89°32'37" East, a distance of 397.18 feet, to an iron pin found at the northeast corner of Lot 7 and the northwest corner of Lot 8 as being conveyed to the City of Dayton in Plat Book 101, Page 64;

Thence South 24°25'47" East, a distance of 601.54 feet, along the line common to said Lot 7 and 8, to an iron pin found at the southerly corner common to said Lot 7 and 8 and in the north line of a tract conveyed to the City of Dayton in Plat Book 5, Page 170;

Thence South 81°40'13" West, a distance of 1126.15 feet, along the line common to said Lot 7 and said Plat Book 5, Page 170, to a point found at the common corner of said Lot 7 and 6;

Thence North 08°19'47" West, a distance of 650.00 feet, along the line common to said Lot 7 and 6, to the POINT OF BEGINNING containing 15.0330 acres of land more or less. Being subject to all easements, restrictions and rights-of-way of record.

The bearings are based on centerline Dayton Park Drive as being North 81°40'13" East, as shown of record in Plat Book 101, Page 64.

Attachment B

DESCRIPTION OF THE EASEMENT PROPERTY

Parcel 2

Being a portion of PPN R72 17003 0021 which is only a portion of the following described tract:

Situate in the Township of Harrison, in the County of Montgomery and State of Ohio, and in Sections 11 and 14, Town 2, Range 6 East, bounded and described as follows:

Beginning in the north line of Section 14 and in the south line of Section 11, 1261 feet east from the northwest corner of said Section 14 and the southwest corner of said Section 11; thence south 1 degree 45 minutes east 751.2 feet to a corner of a 68.20 acre tract; thence with the north line of said 68.20 acre tract and the north line of a 60.75 acre tract north 85 1/2 degrees east 1413.3 feet to the southwest corner of a 10 acre tract; thence north 3 degrees 45 minutes west with the west line of said 10 acre tract 1361.2 feet to the center of Beardshear Road; thence with the center of Beardshear Road west for 1196.7 feet to a point in the centerline of Wagner Ford Road; thence south 32 degrees west with the centerline of Wagner Ford Road for 89.6 feet; thence south 64 degrees 37 minutes east a distance of 446.3 feet along a new division line to an iron pin; thence south 4 degrees 37 minutes east a distance of 100.0 feet along a new division line to an iron pin; thence south 85 degrees 23 minutes west a distance of 250.0 feet along a new division line to an iron pin; thence north 70 degrees 44 minutes west a distance of 310.0 feet along a new division line to an iron pin in the centerline of Wagner Ford Road; thence south 32 degrees west with the centerline of Wagner Ford Road a distance of 166.64 feet to a corner of a former 118.004 acre tract; thence with the west line of said former 118.004 acre tract south 1 degree 45 minutes east for 206.9 feet to the place of beginning, containing 47.582 acres more or less.

Parcel 3

Being a portion of PPN R72 17005 0002 which is only a portion of the following described tract:

Situate in the County of Montgomery and State of Ohio, beginning at a stone and at Isaac Beardshear's (former) southwest corner, in fractional Section 13 and 14, Town 2, Range 6 East etc. and running thence North 3-1/4 degrees East 22 chains 20 links on Beardshear's West line to a stone; thence South 85-1/2 degrees West 33.94-1/2 chains, be the same more or less in the center of a lane to a stone the Northeast corner of a lot of land sold by Morse to William Deaver of 3 acres and 47 rods; thence South 2 degrees West on the East line of said Deaver's lot 21 chains 78 links parallel with the Dayton and Michigan Railroad line to a stone; thence North 85-1/2 degrees East 33 chains 29-1/2 links more or less to the place of beginning containing 73.75 acres more or less. Being all of a tract of land purchased by said Morse from B. H. Barney by deed on the first day of April, 1854 except the said lot of land sold to said Deaver, recorded in Deed Book X No. 2, pages 416 and 417 and conveyed by said Morse to Henry Smith, now deceased, by deed on the 12th day of November, 1855, recorded in Book Z No. 2, pages 546 and 547. Excepting therefrom the following described real estate: Situate in the Township of Harrison, County of Montgomery and State of Ohio and being part of Section 14, Town 2, Range 6 East bounded and described as follows viz: Beginning at a stone at the northeast corner of James Smith's 73.75 acre tract; thence South 89-1/4 degrees West with James Smith's North line 8.89 chains to a stone; thence South 3-1/2 degrees West 5.67 chains to a stone; thence North 89-1/4 degrees East 8.89 chains to a stone on James Smith's East line; thence North 3-1/2 degrees East with James, Smith's East line 5.67 chains to the place of beginning containing 5 acres. And also excepting the following described real estate: Situate in the Township of Harrison, County of Montgomery and State of Ohio and being part of Section 14, Town 2, Range 6 East bounded and described as follows, viz: Beginning at a stone at the Northwest corner of James Smith's 73.75 acre tract; thence South 3 degrees 30 minutes West with Smith's West line 21.78 chains to a stone at James Smith's Southwest corner; thence North 89 degrees 15 minutes East with Smith's South line 3.68 chains to a stone; thence North 3 degrees 30 minutes East 21.82 chains to a stone at Smith's North line; thence South 89 degrees 15 minutes West with Smith's North line 3.68 chains to the place of beginning, containing 8 acres; leaving remaining of said 73.75 acres a balance of 60.75 acres.

4.0000 Acre Tract

Situate in the State of Ohio, County of Montgomery, City of Dayton being Lot 6 (PID: R72 170140006) of the Section Two Concourse 70/75 Replat of Pt. Lots 76659, 76662, and 76666 of the City of Dayton Ohio, by deed of record in Plat Book 101, Page 64 All records hereon are from the Recorder's Office, Montgomery County, Ohio, said 4.0000 acre tract being more particularly described as follows:

Beginning at an iron pin found at the northwest corner of said Lot 6 and the northeast corner of said Lot 3 of Section One Concourse 70/75 Replat of record in Plat Book 95, Page 42 and in the south right-of-way line of Dayton Park Drive (60' R/W)

Thence North $81^{\circ}40'13''$ East, a distance of 268.06 feet, to an iron pin found at the northerly corner of said Lot 6 and of Lot 7 of said Section Two Concourse 70/75 Replat;

Thence South $08^{\circ}19'47''$ East, a distance of 650.00 feet, along the north line common to said Lot 6 and 7 to a point at the southerly corner of said Lot 6 and 7 and in the north line of a tract conveyed to the City of Dayton in Plat Book 5, Page 170

Thence South $81^{\circ}40'13''$ West, a distance of 268.06 feet, along the common line of said Lot 6 and north line of Plat Book 5, Page 170, to point at the common corner of said Lot 6 and Lot 3;

Thence North $08^{\circ}19'47''$ West, a distance of 650.00 feet, along the line common to said Lot 6 and 3, to the POINT OF BEGINNING containing 4.0000 acres of land more or less. Being subject to all easements, restrictions and rights-of-way of record.

The bearings are based on centerline Dayton Park Drive as being North $81^{\circ}40'13''$ East, as shown of record in Plat Book 101, Page 64.

5.3893 Acre Tract

Situate in the State of Ohio, County of Montgomery, City of Dayton being part of Lot 5 (PID: R72 170140005) of the Section Two Concourse 70/75 Replat of Pt. Lots 76659, 76662, and 76666 of the City of Dayton Ohio, by deed of record in Plat Book 101, Page 64 All records hereon are from the Recorder's Office, Montgomery County, Ohio, said 5.3893 acre tract being more particularly described as follows:

Beginning at an iron pin found in the southerly line of Lot 5 and in the north right-of-way line of Dayton Park Drive (60' R/W);

Thence North $81^{\circ}40'13''$ East, a distance of 85.60 feet, along the south line of said Lot 5 and the northerly right-of-way line of said Dayton Park Drive, to the POINT OF TRUE BEGINNING;

Thence North $00^{\circ}27'04''$ East, a distance of 503.91 feet over and across said Lot 5, to a point in the north line of said Lot 5 and the south line of Plat Book 5, Page 170;

Thence South $89^{\circ}32'37''$ East, a distance of 505.12 feet, along the north line of said Lot 5 and the south line of said Plat Book 5, Page 170, to a point;

Thence South $00^{\circ}29'15''$ West, a distance of 425.88 feet, over and across said Lot 5, to a point in the south line of said Lot 5 and the northerly right-of-way line of said Dayton Park Drive;

Thence South $81^{\circ}40'13''$ West, a distance of 510.84 feet, along the south line of said Lot 5 and the north right-of-way line of said Dayton Park Drive, to the TRUE POINT OF BEGINNING containing 5.3893 acres of land more or less. Being subject to all easements, restrictions and rights-of-way of record.

The bearings are based on centerline Dayton Park Drive as being North $81^{\circ}40'13''$ East, as shown of record in Plat Book 101, Page 64.

15.0330 Acre Tract

Situate in the State of Ohio, County of Montgomery, City of Dayton and being Lot 7 (PID: R72 170140007) of the Section Two Concourse 70/75 Replat of Pt. Lots 76659, 76662, and 76666 of the City of Dayton Ohio, by deed of record in Plat Book 101, Page 64 All records hereon are from the Recorder's Office, Montgomery County, Ohio, said 15.0330 acre tract being more particularly described as follows:

Beginning at an iron pin found at the northwest corner of said Lot 7 and the northeast corner of said Lot 6 of said Section Two Concourse 70/75 Replat and in the south right-of-way line of Dayton Park Drive (60' R/W)

Thence the following three (3) courses and distances along the north line of said Lot 7 and the south right-of-way line of said Dayton Park Drive:

1. North $81^{\circ}40'13''$ East, a distance of 418.65 feet, to a point;
2. Along a curve turning to the right with an arc length of 148.75 feet, a radius of 970.00 feet, with a chord bearing of North $86^{\circ}03'48''$ East, and a chord length of 148.60 feet, to a point;
3. South $89^{\circ}32'37''$ East, a distance of 397.18 feet, to an iron pin found at the northeast corner of Lot 7 and the northwest corner of Lot 8 as being conveyed to the City of Dayton in Plat Book 101, Page 64;

Thence South $24^{\circ}25'47''$ East, a distance of 601.54 feet, along the line common to said Lot 7 and 8, to an iron pin found at the southerly corner common to said Lot 7 and 8 and in the north line of a tract conveyed to the City of Dayton in Plat Book 5, Page 170;

Thence South $81^{\circ}40'13''$ West, a distance of 1126.15 feet, along the line common to said Lot 7 and said Plat Book 5, Page 170, to a point found at the common corner of said Lot 7 and 6;

Thence North $08^{\circ}19'47''$ West, a distance of 650.00 feet, along the line common to said Lot 7 and 6, to the POINT OF BEGINNING containing 15.0330 acres of land more or less. Being subject to all easements, restrictions and rights-of-way of record.

The bearings are based on centerline Dayton Park Drive as being North $81^{\circ}40'13''$ East, as shown of record in Plat Book 101, Page 64.

SOLAR SITE LEASE AGREEMENT

This Solar Site Lease Agreement (“Lease”), dated as of 3.13.2025 (“Effective Date”), is by and between IGS SOLAR, LLC, an Ohio limited liability company (“Tenant”), and the CITY OF DAYTON, an Ohio municipal corporation (“Landlord”), each a “Party” and collectively, the (“Parties”).

Recitals

A. Landlord is the owner in fee of the real property, including all buildings and improvements, if any, known as Montgomery County, Ohio parcel numbers R72 17014 0007, R72 17014 0006, R72 17014 0005, R72 17005 0002, and R72 17003 0021 as more particularly described in Exhibit A hereto (“Landlord’s Property”).

B. Tenant is engaged in the installation, ownership and operation of solar photovoltaic electric power production facilities and requires access to and use of certain portions of Landlord’s Property identified in Exhibit B attached hereto (“Leased Property”) and Exhibit C attached hereto (“Easement Property”, and together with the Leased Property, the “Properties”), from Landlord in order to install, maintain, and operate a solar photovoltaic electric power production system and related equipment including wiring, cabling, inverters, transformers, support structures, racking, battery systems, interconnection facilities and/or similar equipment or components (collectively, the “Solar Facility”) thereon.

C. Landlord and Tenant intend to enter into a Solar Power Purchase Agreement (“PPA”) to set forth the terms and conditions for which Landlord will purchase the solar power generated at the Solar Facility for Landlord’s use.

D. As consideration for Tenant generating the electric power at the Solar Facility in accordance with the terms of the PPA, Landlord is willing to lease the Leased Property, and grant an easement over the Easement Property, for such purpose in accordance with the terms and conditions of this Lease.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Tenant and Landlord agree as follows:

SECTION 1. RESERVED.

SECTION 2. LEASE; APPURTENANT RIGHTS.

(a) Leased Property. Landlord hereby grants to Tenant and Tenant hereby leases from Landlord, the exclusive right to access and use the Leased Property, for the Term, together with the rights and privileges of and on and subject to the terms and conditions of this Lease.

(b) Easement and Appurtenant Rights. Landlord hereby grants to Tenant, irrevocably for the duration of the Term, a non-exclusive access easement and right of way over, across, and through the Easement Property, in order for Tenant, its employees, invitees, agents, contractors and subcontractors to access the Properties and to build, maintain, and install any road, improvements, equipment, fences, transmission, distribution lines, or anything else reasonably necessary for the Solar Facility Activities (as defined below) (collectively, “Tenant’s Improvements”). The foregoing grant includes all rights, privileges, appurtenances and easements belonging to or in any way pertaining to the Easement Property, including those easements dedicated to the public use as shown on the plat of subdivision recorded in Plat Book 101, Page 64 of the Montgomery County, Ohio records. After completion of construction of the Solar Facility, Landlord and Tenant may amend this Lease to replace Exhibit C with a revised description of the access points and right of way actually necessary to operate and maintain the then-existing Tenant Improvements within the Easement Property.

(c) Landlord’s Consent. Notwithstanding the foregoing, Tenant shall obtain Landlord’s prior written approval to any layouts, drawings, and construction plans of the Solar Facility and any Tenant’s Improvements on the Properties prior to Tenant’s commencement of the Tenant Improvements. Landlord shall have fifteen (15) days from receipt of such layouts, drawings, and construction plans to review and provide written approval or disapproval, which approval shall not be unreasonably withheld. If Landlord fails to respond within the specified time frame, the plans shall be deemed automatically approved. If Landlord disapproves the plans, Landlord must provide detailed written comments outlining the reasons for disapproval. Upon receipt of such comments, Tenant shall revise the plans accordingly and resubmit them to Landlord for further review. Landlord shall then have an additional ten (10) days to review the revised plans and provide approval or further disapproval, which shall re-start the foregoing process, provided, however, that the amount of time for each additional review by Landlord will be reduced to five (5) days. Landlord acknowledges that any delays in providing approval may impact the installation schedule. As such, Landlord shall be responsible for any additional costs incurred by Tenant as a result of delays caused by Landlord’s continued disapproval after Tenant’s submission of revised plans. Landlord shall provide Tenant with all access to the Properties necessary to allow Tenant to perform all Solar Facility Activities, including ingress and egress rights through the Properties at designated access points and within the Properties, for Tenant and its employees, contractors and sub-contractors to access the solar photovoltaic panels and conduits and other electrical equipment that will interconnect the Solar Facility with the utility electric distribution system. Landlord shall use its best efforts to provide sufficient space for: the temporary

With copies to
Solar.compliance@igs.com and legalnotices@igs.com

Notices shall be deemed received if sent by certified mail (return receipt requested), courier or nationally recognized overnight delivery service to last known address of the intended recipient. A Party may change its address for delivery of notices hereunder by notice given in accordance with this Section. Notices will be deemed given upon receipt or upon the failure to accept delivery. Nothing in this Section shall be construed to restrict the transmission of routine communications between the representatives of Landlord and Tenant, including the direction of routine correspondence by way of electronic mail to Landlord at PropertyManagement@daytonohio.gov or such other email address as may be hereafter specified by Landlord, and Tenant at Solar.compliance@igs.com@igs.com, or such other email addresses communicated to the Parties.

SECTION 19. RECORDATION, CONFIDENTIALITY.

(a) **Memorandum of Lease.** The Parties agree that this Lease shall not be recorded, but the Parties shall execute and record a Memorandum of Lease ("Memorandum of Lease") in recordable form with the applicable registry of deeds in the jurisdiction in which the Landlord's Property is located ("Registry of Deeds"), which Memorandum of Lease shall contain a reference to the easements and covenants granted by Landlord to Tenant hereunder and shall otherwise be in form and content reasonably acceptable to Landlord and Tenant. Recordation of the Memorandum of Lease shall be at Tenant's expense.

(b) **Confidentiality.** Except as provided in the preceding Section 19(a), Landlord shall maintain in the strictest confidence, for the sole benefit of Tenant, this Lease and all information contained herein or pertinent hereto including, without limitation, the financial terms of this Lease, the Solar Facility site design and product design, methods of operation, methods of construction and power production. Notwithstanding the foregoing, Landlord is subject to certain public records laws as set forth in the City of Dayton's Public Records Policy. To the extent a copy of the this Lease is requested pursuant to such Public Records requests, Landlord will comply with its obligations under Applicable Law, provided that Landlord provides Tenant with advance written notice to the extent permitted by Applicable Law. Landlord shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others. The provisions of this Section 19(b) shall survive the expiration or earlier termination of this Lease. Notwithstanding the foregoing, Tenant authorizes Landlord to provide copies of the Lease and disclose the terms thereof to Landlord's attorney, accountant, financial advisor and any existing or prospective mortgagee, or purchaser, so long as they likewise agree not to provide copies of the Lease or disclose the terms thereof to any unauthorized person or entity.

SECTION 20. MISCELLANEOUS PROVISIONS.

This Lease shall be governed by and construed in accordance with the laws of the state where the Leased Property is located, without reference to choice of law provisions. The captions in this Lease are inserted only for convenience and will not affect the interpretation of any covenants. Also, no provision of this Lease will be construed against a party because that party drafted it. This Lease and the exhibits and schedules hereto contain the entire agreement of the Parties with respect to the subject matter of this Lease and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. No modification, amendment, or waiver of any provision of this Lease shall be effective unless in writing and signed by the Party against whom the modification, amendment or waiver is to be asserted. Notice thereof shall be registered with the Registry of Deeds. If any covenant of this Lease is held unenforceable by any court having jurisdiction, no other covenants will be affected, and the court will modify the unenforceable covenant, consistent with the intent of the parties as evidenced in this Lease, to the minimum extent necessary so as to render it enforceable. No covenants of this Lease will be waived except by the specific written consent of both parties. The provisions of this Lease shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and permitted assigns. This Lease merges all prior negotiations and understandings and there are no other agreements and understandings, oral or otherwise, between the Parties pertaining to the Premises, except that certain PPA entered into between the Parties dated _____, 20____, with such PPA controlling in the event of any express conflict between the terms of this Lease and the PPA. Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with Tenant by reason of this Lease. Electronic signatures shall have the same effect as original signatures. Upon the receipt of a written request from the other Party, or a Financing Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent hereof, and neither Party shall unreasonably withhold condition or delay its compliance with any reasonable request made pursuant to such request. Except where otherwise expressly provided or unless the context otherwise necessarily requires, in this Lease the following shall apply. Reference to a given Article, Section, Subsection, clause, Exhibit, annex or Schedule is a reference to an Article, Section, Subsection, clause, Exhibit, annex or Schedule of this Lease, unless otherwise specified. The terms "this Lease", "hereof", "herein", "hereto", "hereunder" and "herewith" refer to this Lease as a whole. Reference to a given agreement (including this Lease), instrument, document or law is a reference to that Agreement, instrument, document or law as modified, amended, supplemented, extended and restated (including by means of any change order, waiver or other modification) through the date as of which such reference is made, and, as to any law, any successor law. Reference to a person or entity includes its predecessors, successors and permitted assigns; provided, however, that nothing contained in this sentence is intended to authorize any assignment or transfer not otherwise

permitted by this Lease. The words "shall" and "will" have the same meaning. References to "days" means calendar days unless the term "business days" is used. If the time for performing an obligation under this Lease expires on a day that is not a business day, the time shall be extended until that time on the next business day. With respect to the determination of any period of time, the word "from" means "from and including" and the words "to" and "until" each means "to but excluding". Where a word or phrase is specifically defined, other grammatical forms of such word or phrase have corresponding meanings; "include," "includes" or "including" and words of similar import shall be deemed to be followed by the phrase "without limitation" and shall not be limited by any enumeration or otherwise; any pronoun or pronoun used herein shall be deemed to include both the singular and the plural and to cover all genders; the use of the words "or," "either" and "any" shall not be exclusive; all accounting terms not specifically defined herein shall be construed in accordance with GAAP. All references to "Dollars" and "\$" refer to United States Dollars.

[signatures on following page]

storage and staging of equipment; for the parking of construction crew vehicles and temporary construction trailers; for rigging and material handling; and for all other facilities reasonably necessary during the Solar Facility Activities. Upon the completion of the initial construction of the Solar Facility, all construction crew vehicles, construction trailers, and excess equipment and materials shall be removed from the Properties. From time-to-time during the Term, construction and repair crews may be present on the Properties in the course of actual maintenance activities. Landlord and its authorized representatives shall at all times have access to and the right to observe the installation work, subject to compliance with Tenant's safety rules, but shall not interfere with the Solar Facility Activities or handle any Tenant equipment or the Solar Facility without written authorization from Tenant. Tenant shall perform the Solar Facility Activities in a manner that avoids interference with Landlord and Landlord's guests' and customers' use of the Landlord's Property, to the extent possible using commercially reasonable efforts. Tenant shall not interfere with the lawful use of the Landlord's Property by Landlord's other tenants. Landlord reserves the right at all times during the Term to inspect the Leased Property and the Solar Facilities after reasonable advance notice to Tenant so that Tenant may also be present at such inspection. Landlord may, however, without notice, access the Leased Property in the event of emergency, provided that Landlord acts in a commercially reasonable manner and promptly provides Tenant with written notice after.

(d) **Insolation.** Landlord recognizes that the economic viability of the Solar Facility for Tenant depends on Landlord, and those claiming by through or under Landlord, taking all reasonable steps to ensure that their use of that portion of Landlord's Property not covered by this Lease, as well as their use of any and all nearby property now owned or hereafter owned or acquired by them, does not, directly or indirectly, block, interfere with or otherwise impede the maximum access of the Solar Facility to sunlight. Landlord, for itself and its successors and assigns and those claiming by through and under them ("Landlord Parties"), hereby grants to Tenant, and those claiming by, through and under Tenant (the "Tenant Parties"), a solar access easement, coterminous with the Term, which shall burden the Landlord's Property and benefit the Leased Property (the "Solar Access Easement"), on the following terms: (i) Landlord shall not construct or permit to be constructed any structure on the Landlord's Property that could adversely affect insolation levels for the Solar Facility. If Landlord becomes aware of any potential development or other activity on adjacent or nearby properties that could diminish the insolation at the Leased Property, Landlord shall advise Tenant of such information and reasonably cooperate with Tenant in taking measures to preserve existing levels of insolation for the Solar Facility; (ii) No objects shall be placed on any of Landlord's Property, or use made thereof by any of Landlord Parties including without limitation, tenants leasing any portions of Landlord's Property, or mortgage holders or holders of other Liens (as defined below) recorded against Landlord's Property, that overshadow the Solar Facility or otherwise obstruct passage of sunlight to the Solar Facility; and (iii) if applicable, Tenant Parties may, at any time and from time to time, trim or remove vegetation on and from Landlord's Property and take other reasonable steps as may be necessary to prevent overshadowing and obstruction of the Solar Facility, including without limitation topping, trimming, thinning, cutting down and removing tree limbs and other vegetation on and from that area of Landlord's Property shown as "*Vegetation Removal Area*" on the sketch plan attached hereto as Exhibit D. At Tenant's request and sole cost and expense for the preparation, the Parties shall prepare and record an instrument documenting such Solar Access Easement, in form and substance reasonably agreeable to Landlord and Tenant. Landlord acknowledges and agrees the terms of the above Solar Access Easement are material terms and that violation of the Solar Access Easement for fifteen (15) days or more after written notice to Landlord at any time during the Term, or for two (2) or more times during any twelve (12) month period during the Term shall be deemed a Landlord default, entitling Tenant to the remedies set forth in Section 15 of this Lease.

SECTION 3. TERM.

(a) **Pre-COD Term.** The initial term of this Lease will commence on the Effective Date and will terminate on the Commercial Operation Date unless earlier terminated in accordance with the provisions of this Lease ("Pre-COD Term"). "Commercial Operation Date" means the commercial operation date of the Solar Facility as designated by Tenant in a notice to Landlord.

(b) **Commercial Operation Term.** On the Commercial Operation Date, an additional term of this Lease shall commence and shall continue for a period of 30 years, unless sooner terminated in accordance with the provisions of this Lease (the "Commercial Operation Term").

(c) **Option to Renew.** Tenant shall be entitled to renew this Lease, in Tenant's sole discretion, for a five (5)-year term ("Renewal Term") by providing notice to Landlord of its intent to so renew the Lease, delivered at least ninety (90) days prior to the end of the Commercial Operation Term. All terms and conditions of this Lease shall be and remain in full force in effect during the Renewal Term, if any. The Pre-COD Term, Commercial Operation Term, and any Renewal Term are collectively referred to as the "Term".

(d) **Early Termination.** Within 180 days of the Effective Date or if Tenant has the right to terminate the PPA pursuant to the terms thereof, Tenant may terminate this Lease, for any reason, effective upon thirty (30) days' notice to Landlord. Upon termination of this Lease pursuant to this Section 3(d)(i), the Parties shall have no further liability or obligation to one another, with the exception of the Decommissioning Obligations during the Decommissioning Period, if applicable. "Decommissioning Obligations" means, with respect to Tenant, the obligation to decommission and remove the Solar Facility from the Leased Property within one hundred eighty (180) days following termination or expiration of this Lease ("Decommissioning Period"), and with respect to Landlord,

the obligation to provide Tenant access to the Leased Property for purposes of such decommission and removal by Tenant during the Decommissioning Period.

SECTION 4. RENT PAYMENTS. Landlord and Tenant hereby acknowledge and agree that there is no separate rental payment owed by Tenant to Landlord under this Lease and all consideration due to Landlord shall be provided pursuant to the terms of the PPA by and between Landlord and Tenant.

SECTION 5. TAXES.

Tenant will be responsible for collecting and remitting all applicable federal, state and local taxes of any Governmental Authority that are attributable to the installation of the Solar Facility and any personal property taxes imposed on the Solar Facility, provided, that Tenant will not be responsible for any taxes imposed on the income of the Landlord derived from the Leased Property or otherwise. "Governmental Authority" means any international, national, federal, state, municipal, county, regional or local government, administrative, judicial or regulatory entity.

SECTION 6. INSTALLATION, OPERATION, AND OWNERSHIP OF THE SOLAR FACILITY.

(a) **Landlord's Consent.** Landlord agrees to allow Tenant and its contractors, throughout the Term, to engineer, design, construct, install, operate, maintain, monitor, clean, repair, replace and remove the Solar Facility in its entirety or any component thereof (such construction and other activities collectively, "Solar Facility Activities") on and from the Properties. Landlord acknowledges that the Solar Facility Activities will require physical installation of the Solar Facility on the Properties and Landlord consents to such physical installation.

(b) **Permits; Utility Upgrades.** Tenant, at its cost and expense, will apply for and obtain all governmental permits, licenses, certificates, approvals, variances and other entitlements for use ("Permits") necessary for Solar Facility Activities during the Term. Landlord hereby agrees to cooperate with Tenant's activities in applying for and obtaining any and all Permits and hereby appoints Tenant its agent in connection with applying for and obtaining such Permits, subject to Tenant's prior review and approval of all applications for Permits. Landlord shall have fifteen (15) days from receipt of such applications to review and provide written approval or disapproval, which approval shall not be unreasonably withheld. If Landlord fails to respond within the specified time frame, the applications shall be deemed automatically approved. If Landlord disapproves the applications, Landlord must provide detailed written comments outlining the reasons for disapproval. Upon receipt of such comments, Tenant shall revise the applications accordingly and resubmit them to Landlord for further review. Landlord shall then have an additional ten (10) days to review the revised applications and provide approval or further disapproval, which shall re-start the foregoing process, provided, however, that the amount of time for each additional review by Landlord will be reduced to five (5) days. Landlord acknowledges that any delays in providing approval may impact the installation schedule. As such, Landlord shall be responsible for any additional costs incurred by Tenant as a result of delays caused by Landlord's continued disapproval after Tenant's submission of revised applications. Tenant shall also be responsible for payment for any upgrades to the building utility systems that Tenant deems necessary for the Solar Facility Activities; provided, however, that in no event shall any such Permits or utility upgrades limit or adversely affect Landlord's development rights with respect to the balance of Landlord's Property.

(c) **Solar Facility and Output Ownership; Utilities; Malfunction or Damage.**

(i) Notwithstanding any other provision:

- a. Landlord acknowledges and agrees that the Solar Facility, including all constituent elements thereof, a) is exclusively owned by Tenant or Tenant's affiliate, b) is and shall continue to be the personal property of Tenant and not Landlord, and is not and shall not become or be deemed part of or fixtures to the Leased Property or the Landlord's Property, and c) shall be installed, operated, maintained and decommissioned exclusively by Tenant in its sole discretion and not Landlord. Landlord shall not engage in any Solar Facility Activities. Landlord consents to Tenant, in Tenant's sole discretion, filing, a disclaimer of the Solar Facility as a fixture of the Landlord's Property or the Leased Property in the office where real estate records are customarily filed in the jurisdiction of the Landlord's Property and Landlord will cooperate with Tenant in filing such disclaimer.
- b. Landlord acknowledges that Tenant is the exclusive owner of the electricity produced by the Solar Facility, subject to the terms of the PPA, and that Tenant is the owner of all environmental attributes and tax attributes attributable to the Solar Facility, along with any other products or services of any kind produced by the Solar Facility.

(ii) Tenant shall be solely responsible for the cost of station power service to the Solar Facility during the Term. Tenant, at its sole cost and expense, may, as it deems necessary, arrange for and install separate metering service from the utility providing station power service.

(iii) Tenant may perform such periodic cleaning of the solar photovoltaic panels included in the Solar Facility and shall have access to potable water as available. In cases where access or availability is restricted, Tenant will make alternative arrangements to access the water necessary at Tenant's cost and expense. Landlord makes no representations or warranties as to the availability and location of water service lines serving the Leased Property. Runoff from any cleaning activities shall be in compliance with the Environmental Protections of Section 9(e) herein.

(iv) Each Party shall notify the other within twenty-four (24) hours following the discovery by it of any material malfunction of or damage to the Solar Facility. Each Party shall designate and advise the other Party of personnel to be notified in the event of such an occurrence.

SECTION 7. RESERVED.

SECTION 8. REPRESENTATIONS AND WARRANTIES AND COVENANTS OF LANDLORD.

(a) Authorization; Enforceability. The execution and delivery by Landlord of, and the performance of its obligations under, this Lease have been duly authorized by all necessary action, do not and will not require any further consent or approval of any other person, and do not contravene any provision of, or constitute a default under, any indenture, mortgage or other material agreement binding on Landlord or any valid order of any court, or regulatory agency or other body having authority to which Landlord is subject. This Lease constitutes a legal and valid obligation of Landlord, enforceable against Landlord in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights generally and general principles of equity, whether such enforceability is considered in a proceeding in equity or at law.

(b) Title. Landlord represents and warrants that Landlord is the fee simple owner of, and has good and marketable title to, the Landlord's Property (including the Leased Property and Easement Property), and that Tenant shall have quiet and peaceful possession of the Leased Property subject to the terms and conditions of this Lease and the Appurtenant Rights granted by this Lease for the entire Term without hindrance, interruption, suit, trouble or interference of any kind by Landlord or any other person or entity claiming (whether at law or in equity) by, through or under Landlord. Landlord covenants and agrees to and with Tenant (i) not to allow any Liens against the Properties during the Term other than Liens expressly consented to by Tenant in writing or a Landlord Mortgage with respect to which a Nondisturbance Agreement in a form approved by Tenant has been executed pursuant to Section 17 (collectively, "Permitted Liens"), (ii) to promptly pay when due any and all obligations secured by Liens against the Properties (including Permitted Liens), (iii) not to allow any default to occur under obligations secured by Liens against the Properties (including Permitted Liens), and (iv) in accordance with Section 17, to obtain a Nondisturbance Agreement from the holders of all Landlord Mortgages. In lieu of paying amounts secured by Liens that are not Permitted Liens, Landlord may provide a bond or other adequate security in accordance with Applicable Law and the reasonable requirements of Tenant. "Applicable Law" means any applicable law, rule, regulation, statute, order, ordinance, judgment, permit or approval of any Governmental Authority.

(c) No Interference. Landlord and its authorized representatives and invitees shall not conduct activities on, in or about the Leased Property or the Landlord's Property in a manner that has any likelihood of causing damage to, impairment of, or otherwise adversely affecting the Solar Facility, and Landlord shall not permit any other Tenant at the Landlord's Property or any other person to do so.

(d) [Reserved.]

(e) Hazardous Materials. Except as set forth herein, Landlord warrants that Landlord's Office of Sustainability has no knowledge of, and has received no notice of, any violations of Hazardous Materials Laws with respect to the Properties. "Hazardous Materials Laws" means any Applicable Laws that control, classify, regulate, list or define Hazardous Materials. "Hazardous Materials" means gasoline, petroleum, asbestos containing materials, explosives, radioactive materials or any hazardous or toxic material, substance or waste which is defined by those or similar terms or is regulated as such under any Applicable Law applicable to the Landlord's Property or any portion thereof or its use, including: (i) any "hazardous substance" defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. § 9601(14) as may be amended from time to time, or any so-called "superfund" or "superlien" Law, including the judicial interpretation thereof; (ii) any "pollutant or contaminant" as defined in 42 U.S.C.A. § 9601(33); (iii) any material now defined as "hazardous waste" pursuant to 40 C.F.R. Part 260; (iv) any petroleum, including crude oil or any fraction thereof; (v) natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel; (vi) any "hazardous chemical" as defined pursuant to 29 C.F.R. Part 1910; and (vii) any other toxic substance or contaminant that is subject to any other Applicable Law. Landlord is aware of the environmental condition set forth on Exhibit E and has provided to Tenant true, correct and complete copies of all environmental assessments, audit reports and similar studies or analyses, and all

correspondence with governmental authorities, relating to the environmental condition and the Properties that are in the possession, custody or control of Landlord or any of its consultants or representatives. Landlord shall remain responsible and liable for Losses, as further defined in Section 11(a), arising from or out Any environmental condition on or under Landlord's Property, including, without limitation, any Hazardous Materials, pollution or contamination that violates any Applicable Law including but not limited to Hazardous Materials Laws, that existed on or before the date of this Lease or that is caused by the actions or omissions of Landlord or any of Landlord's or Landlord's affiliates' employees, invitees, agents, contractors or subcontractors following the Effective Date, except to the extent such Losses are caused by Tenant, Tenant's affiliates and Tenant's financing parties, and its and their respective shareholders, members, officers, directors, agents, trustees, representatives, and employees.

(f) Tenant hereby acknowledges and agrees that neither Landlord nor any employee, agent or representative of Landlord, except as set forth in this Lease, has made any express or implied representations or warranties with respect to the physical condition of the Properties or suitability for any particular purpose.

SECTION 9. REPRESENTATIONS AND WARRANTIES AND COVENANTS OF TENANT.

(a) **Authorization; Enforceability.** The execution and delivery by Tenant of, and the performance of its obligations under, this Lease have been duly authorized by all necessary action, do not and will not require any further consent or approval of any other person, and do not contravene any provision of, or constitute a default under, any indenture, mortgage or other material agreement binding on Tenant or any valid order of any court, or regulatory agency or other body having authority to which Tenant is subject. This Lease constitutes a legal and valid obligation of Tenant, enforceable against Tenant in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights generally and general principles of equity, whether such enforceability is considered in a proceeding in equity or at law.

(b) **No Interference with Personal Property.** Tenant and its authorized representatives and invitees shall not conduct activities on, in or about the Leased Property or the Landlord's Property in a manner that has a reasonable likelihood of causing damage to, impairment of, or otherwise adversely affecting the personal property of others.

(c) **Hazardous Materials.** Tenant shall not introduce any Hazardous Materials on, in or under the Landlord's Property in violation of any Applicable Law.

(d) **Liens.** Tenant covenants that the actions or omissions of Tenant or its authorized representatives shall not cause or permit any Lien to attach to the Landlord's Property and agrees to discharge or provide a bond in lieu of discharge of any such Lien.

(e) **Environmental Protection.** For the protection of the ground water and surface water on Landlord's Property, Tenant shall comply with all provisions of the City of Dayton's Source Water Protection Ordinances in Chapter 53, Chapter 150, and related sections of the R.C.G.O. of the City (the "Ordinances"). Tenant shall comply with all federal, state and local environmental laws. Tenant shall provide such information as is required in this subsection to the City's Director of Water or its authorized representative (the "Director"), and Tenant shall perform such actions as are required in this section.

(i) **Storage and Handling of Regulated Substances.** Landlord's Property is established as a conforming site as defined by the City's Source Water Protection Program including a Total Maximum Daily Inventory (as defined in the Ordinances) of one hundred sixty (160) pounds. Tenant is responsible for maintaining these limits. Tenant, or its subcontractor(s), shall notify Director of the name and location of each occupant of the Leased Property and the amount of inventory of Regulated Substances (as defined in the Ordinances), if any, Tenant has assigned to each occupant.

(ii) **Reporting of Regulated Substances.** Tenant, or its subcontractor(s), shall complete and submit to the Director a Regulated Substance Activity Inventory Report (RSAIR) within thirty (30) days of the signing of this Lease in compliance with Section 53.22(A) of the Ordinances.

(iii) **Zoning Certificate.** Prior to installation of the Tenant's Improvements, Tenant, or its subcontractor(s), shall obtain a Zoning Certificate for all portions of the Leased Property it intends to occupy on Landlord's Property. Tenant agrees to comply with all local zoning codes and Applicable Laws affecting the Leased Property.

(iv) **Handling of Fertilizers and Pesticides to Be Applied on the Properties.** Tenant shall contact the Director for approval before the application of any Regulated Substance such as fertilizer, pesticide, or other agricultural chemical on the Leased Property, whether the application is to be done by Tenant, a contractor, or any other person. Tenant shall provide the name of the Regulated Substance, the amount to be applied, and any additional details the Director requires, including a Material Safety Data Sheet and/or Globally Harmonized Solar Facility of Classification and Labeling of Chemicals ("GHS") Safety Data Sheet. Tenant shall describe the location of the proposed application and provide a site diagram, if the Director requires. The Director may prohibit the

application of the Regulated Substance on the Leased Property, in which case Tenant will be provided with the name of an acceptable alternative. The Director may approve the application of the Regulated Substance, but the approval is limited to the request under consideration. Any future application of a Regulated Substance would require a new request for approval. The application of any Regulated Substance such as fertilizer, pesticide, or other agricultural chemical, shall only be permitted when applied in accordance with Best Management Practices (as defined in the Ordinances).

(v) Tenant shall comply with the Prohibited Uses per Section 150.363.2(E) of the Ordinances.

(vi) Spill Reporting and Liability for Expenses. Tenant, its agents, employees, tenants, invitees, contractors, subcontractors, or suppliers shall report a spill, leak or discharge of any Regulated Substance on the Leased Property or Landlord's Property in compliance with Section 53.27 of the Ordinances.

(vii) Default. Failure of Tenant to comply with any provision of this Environmental Protection Subsection of this Lease shall constitute a default by Tenant.

(f) Compliance with Regulations. Tenant shall observe and comply with all laws, ordinances and governmental regulations pertaining to Tenant's use of the Leased Property.

SECTION 10. INSURANCE.

(a) Liability Insurance. Tenant shall maintain comprehensive, public liability insurance with respect to the Leased Property and the Easement Property, in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate per annum with responsible companies qualified to do business in the state in which the Landlord's Property is located and in good standing therein insuring both Tenant and Landlord as additional insured against injury to persons or damage to property as provided. Landlord shall maintain either: (a) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, or (b) coverage via self-insurance through a judgment trust in the amount of \$1,000,000. The Parties shall provide each other with certificates or statement of self-insurance for such insurance at or prior to the commencement of the Term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least thirty (30) days prior notice to each insured named therein.

(b) Property Insurance. Landlord and Tenant shall each maintain on their respective personal property on or about the Landlord's Property a policy of "all risk" property insurance, with vandalism and malicious mischief endorsements, to the extent of at least 100 percent (100%) of full replacement value of its personal property.

(c) Worker's Compensation. Landlord and Tenant shall each maintain Worker's Compensation Insurance, as required by law.

(d) Waiver of Subrogation. Landlord and Tenant each hereby release the other from any and all liability or responsibility to the other, or any one claiming through or under them, by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties contained in or covered under the insurance policies carried by the releasing Party, provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as, and to the extent that, the releasor's policies contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover under them. Landlord and Tenant will request their respective insurance carriers to include a waiver of subrogation clause to the above effect in each insurance policy issued to them during the Term. If extra cost shall be charged therefor, the Party required to pay such cost shall advise the other thereof and of the amount of the extra cost, and said other Party, at its election, may pay the same, but neither Party shall be obligated to do so, so that if both Parties shall decline to pay the extra cost, or if either Party is unable to purchase said waiver of subrogation clause or endorsement at any price, this Section shall be null and void and of no further effect so long as the impediment to purchase shall last.

SECTION 11. INDEMNITY.

(a) Tenant Indemnification. Tenant shall indemnify, defend and hold harmless Landlord and Landlord's affiliates, and its and their respective shareholders, members, officers, directors, agents, trustees, representatives, and employees ("Landlord Indemnified Parties") from and against any and all third-party claims, damages, expenses, liabilities, injuries, and losses of every kind and nature ("Losses") arising from or out of (i) a breach by Tenant of any representation or warranty made by Tenant hereunder, or of any covenant to be performed by Tenant hereunder, or (ii) any environmental condition on or under Landlord's Property, including, without limitation, any Hazardous Materials, pollution or contamination that violates any Applicable Law including but not limited to Hazardous Materials Laws, that is caused by Tenant or any of Tenant's or Tenant's affiliates' employees, invitees, agents, contractors

or subcontractors following the Effective Date during the Term, except to the extent such Losses are caused by any of the Landlord Indemnified Parties.

(b) **Survival.** The Parties' insurance obligations hereunder shall continue throughout the Term and the Decommissioning Period and the Parties' indemnity obligations hereunder shall survive the expiration or termination of this Lease.

SECTION 12. CONDEMNATION.

(a) **Contests.** If, during the Term, any competent authority for any public or quasi-public purpose ("Condemnor") seeks to take or condemn all or any portion of the Properties, Landlord and Tenant shall use all reasonable and diligent efforts, each at its own expense, to contest such taking.

(b) **Termination.** If, at any time during the Term, any Condemnor shall condemn all or substantially all of the Leased Property, Easement Property, or the Solar Facility, so that the purposes of this Lease are frustrated, then the interests and obligations of Tenant under this Lease in or affecting the Properties shall cease and terminate upon the earlier of (i) the date that the Condemnor takes physical possession of the Properties or the Solar Facility, (ii) the date that Tenant is, in its sole judgment, no longer able or permitted to operate the Solar Facility on the Properties in a commercially viable manner, or (iii) the date title vests in the Condemnor. Tenant shall continue to pay all amounts payable hereunder to Landlord until the earlier of such dates, at which time Landlord and Tenant shall be relieved of any and all further obligations and conditions to each other under this Lease, except for indemnity obligations and other obligations which by their terms survive the expiration or termination of the Lease.

(c) **Right to Terminate.** If, at any time during the Term any Condemnor shall condemn a portion, but not all or substantially all of the Properties containing the Solar Facility, then the interest and obligations of Tenant under this Lease as to that portion of the Solar Facility or the Properties so taken shall cease and terminate upon the earlier of, (i) the date that the Condemnor takes possession of such portion of the Solar Facility or the Properties, (ii) the date that Tenant, in its sole judgment, is no longer able or permitted to operate the Solar Facility on the Properties, or any portion thereof, in a commercially viable manner, or (iii) the date title vests in the Condemnor; and, unless this Lease is terminated as herein provided, this Lease shall continue in full force and effect as to the remainder of the Solar Facility or the Properties. If the Properties become insufficient or unsuitable for Tenant's purposes hereunder, as determined by Tenant in its sole discretion, then Tenant shall have the right to terminate this Lease in accordance with this Section 12 as to the portion of the Properties to which Tenant continues to hold the rights, at which time this Lease shall terminate and the Decommissioning Period shall commence, and Landlord and Tenant shall be relieved of any further obligations and duties to each other under this Lease, except for the Decommissioning Obligations and any other obligations by their terms survive the expiration or termination of this Lease.

(d) **Distribution of Award.** For any taking covered by this Section 12, all sums, including damages and interest, awarded shall be paid and distributed to Tenant and Landlord in accordance with their respective interests under this Lease. In determining their respective interests:

(i) The interest of Landlord shall be based on the value of Landlord's interest in the Properties (but excluding any of Tenant's interest in the Solar Facility or any other of Tenant's improvements on the Properties), taking into account the amounts paid or due to be paid by Tenant hereunder and all other terms and provisions of this Lease; and

(ii) The interest of Tenant shall be based on the value of Tenant's interest in the Properties (determined at the time of the taking), including the value of the Solar Facility and Tenant's other improvements for the Term, and any cost or loss that Tenant may sustain in the removal and/or relocation of any Solar Facility; provided, however, that in each case the value of the respective interests of Landlord and Tenant shall be calculated as if no taking covered by this Section 12 were to occur.

SECTION 13. ASSIGNMENT.

Tenant shall have the right to assign this Lease with Landlord's consent, which shall not be unreasonably withheld, conditioned, or delayed. Landlord may not withhold its consent to an assignment proposed by Tenant where the proposed assignee has the financial capability and experience necessary to operate and maintain solar photovoltaic systems such as the Solar Facility. Notwithstanding the foregoing, Tenant may assign, pledge as collateral, sell or transfer this Lease or the Solar Facility or any of Tenant's rights or obligations under this Lease or rights in and to the Solar Facility without Landlord's consent to:

(a) any affiliate, or direct or indirect subsidiary, of Tenant (including partially owned solar funds); or

(b) to any Financing Party or as part of any transaction Tenant or any affiliate of Tenant may enter into with any Financing Party, provided that Tenant retains responsibility for day-to-day operation of the Solar Facility.

Landlord hereby consents to any such assignment, pledge, sale or transfer. Upon any such assignment in accordance with this Section 13, the term "Tenant" in this Lease shall refer to the entity that is assigned the rights and obligations of Tenant hereunder. Landlord may assign this Lease only with prior written consent of Tenant. Landlord acknowledges that this Lease and the easements granted in this

Lease shall run with the Landlord's Property and survive any transfer of all or any portion of the Landlord's Property including the Leased Property.

SECTION 14. FINANCING.

(a) **Financing Party.** Notwithstanding any other provision, Tenant shall have the right to encumber its interest in this Lease, the Solar Facility and all of Tenant's improvements located on the Properties by mortgage, lease, deed of trust or similar instrument or instruments and by security agreement, fixture filing and financing statements or similar instrument or instruments in favor of any person or persons providing all or a portion of the financing for the Solar Facility or any person or persons providing a refinancing of any such financing or any trustee for such person or persons (each, a "Financing Party"). Landlord represents and warrants as follows: (i) such encumbrance by Tenant will not violate any term or condition of any covenant or restriction affecting the Landlord's Property or the Properties; (ii) there is no existing Lien upon the Landlord's Property or the Properties that could attach to the Solar Facility an interest adverse to or senior to Tenant's Financing Parties' security interest therein; and (iii) there exists no event or condition which constitutes a default, or would, with the giving of notice or lapse of time, constitute a default under the Lease.

(b) **Rights of Financing Party.** In the event of a foreclosure or seizure of Tenant's rights or property or the exercise of any other right under any security agreement granted by Tenant to a Financing Party, Landlord agrees to permit such Financing Party to exercise any and all rights of Tenant hereunder, so long as there are no existing uncured defaults. Landlord further agrees to give each Financing Party thirty (30) days' notice of and the opportunity to cure any Payment Default, defined in Section 15(b) below, by Tenant and thirty (30) days' notice of and the opportunity to cure any Non-payment Default, defined in Section 15(b), by Tenant hereunder, along with any permitted extension of such cure period as detailed in Section 15(b). In the event of a Non-payment Default a reasonable further opportunity to cure such default shall be provided if weather or access to the Premise is physically difficult before Landlord exercises any rights or remedies against Tenant as a result of such default. Landlord agrees to execute any consent to assignment reasonably requested by any Financing Party to evidence and give effect to the provisions of this Section 14. Landlord shall be timely provided with current addresses for all Financing Parties and their assignees.

(c) **Amendment of Lease: Third Party Beneficiary.** At Tenant's request, Landlord shall, in good faith, consider and negotiate changes or additions to this Lease to include any provision that may reasonably be requested by an existing or proposed Financing Party. Landlord shall be reimbursed for any reasonable costs, including reasonable attorney's fees, incurred for the review of any amendments or new agreements requested by a Financing Party or Tenant. Further, Landlord shall, within thirty (30) days after receipt of written request from Tenant or any existing or proposed Financing Party, execute and deliver thereto a certificate to the effect that Landlord (i) recognizes a particular entity as a Financing Party under this Lease and (ii) will accord to such entity all the rights and privileges of a Financing Party hereunder. All Financing Parties shall be and be deemed third party beneficiaries of the rights granted to Financing Parties under this Lease.

SECTION 15. DEFAULT AND REMEDIES.

(a) **Default.** If a material breach by either Landlord or Tenant of a provision of this Lease occurs (a "Default") and such Default remains uncured following the required notice and cure periods as provided below, the other Party shall have the right to terminate this Lease by providing notice of such termination to the defaulting Party ("Notice of Termination") and be entitled to exercise any other remedies provided in this Lease, in equity, or under Applicable Law, whereupon this Lease shall terminate and the Decommissioning Period shall commence. Landlord shall deliver any Notice of Termination to any Financing Parties of Tenant simultaneously with its delivery of such notice to Tenant. Upon receipt or delivery of a Notice of Termination by Tenant, Tenant shall promptly cease commercial operation of the Solar Facility and commence performance of the Decommissioning Obligations with respect to the Solar Facility. Landlord acknowledges and agrees that it has a duty to exercise commercially reasonable efforts to mitigate its damages upon Tenant's Default hereunder. The occurrence of a Bankruptcy Event shall constitute a Default by the Party to which such Bankruptcy Event applies. "Bankruptcy Event" means, with respect to a Party, that such Party has (a) made a general assignment for the benefit of creditors or an agent authorized to liquidate its assets, (b) become the subject of bankruptcy or insolvency proceedings or other proceedings for relief under any bankruptcy or other law for the relief of debtors, where, with respect to an involuntary petition in bankruptcy, the petition shall not have been stayed within sixty (60) days, (c) applied to a court for the appointment of a receiver or custodian for substantially all of its assets or properties, with or without consent, and such receiver is not discharged within sixty (60) days after appointment, or (d) adopted a plan of liquidation of its assets.

(b) **Notice and Opportunity to Cure.** Any Default by a Party under this Agreement is either a Payment Default or a Non-Payment Default. A "Payment Default" shall mean the failure to make timely payments as provided herein and a "Non-Payment Default" shall mean any other Default. Landlord agrees to simultaneously notify the Tenant and all Financing Parties of Tenant of which it has been given notice of any Default by Tenant, which notice shall be sent to the address set forth herein and to such other addresses as might be subsequently provided to Landlord for said Parties and shall set forth in reasonable detail the facts pertaining to such failure and specify a reasonable method of cure. Tenant agrees to notify Landlord of any Default by Landlord, which notice shall be sent to the address set forth herein and as might be subsequently provided to Tenant and shall set forth in reasonable detail the facts pertaining to such failure and specify a reasonable method of cure. Any Party receiving notice of a Payment Default hereunder shall

have the opportunity to cure said Payment Default within thirty (30) days of receipt of notice thereof. Any Party receiving notice of a Non-Payment Default shall have the opportunity to cure said Non-Payment Default within thirty (30) days of receipt of notice thereof hereunder or, in the event that a cure might take longer than thirty (30) days because of the nature of the Non-Payment Default, the Party in receipt of the notice of Non-Payment Default shall notify the non-defaulting Party of the anticipated date for curing of the Non-Payment Default and shall begin to diligently undertake the cure within the thirty (30) day period. No cure period shall apply in the event of any Default that is a Bankruptcy Event.

SECTION 16. FORCE MAJEURE.

If performance of this Lease or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of "Force Majeure" (defined below), the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected Party shall use its reasonable efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder whenever such causes are removed. "Force Majeure" means: (i) acts of God, including hurricanes, floods, washouts, lightning, earthquakes, epidemics, pandemics, storm warnings and any other adverse conditions which directly result in a Party's inability to perform its obligations, (ii) acts of government or any agency, subdivision or instrumentality thereof having, claiming, or asserting authority or jurisdiction over the subject matter, when any such act of government directly results in a Party's inability to perform its obligations, (iii) acts of civil disorder including acts of sabotage, acts of war, terrorism, lockouts, insurrection, riot, mass protests or demonstrations, threats of any of the foregoing, and police action in connection with or in reaction to any such acts of civil disorder, when any such acts of civil disorder directly results in a Party's inability to perform its obligations, and (iv) failures resulting from fires or other casualties affecting generation equipment, inverters, transformers, power lines, switching equipment, machinery, cables, meters or any of the equipment therein or thereon, when any such failure directly results in a Party's inability to perform its obligations.

SECTION 17. SUBORDINATION; NON-DISTURBANCE; ESTOPPEL CERTIFICATE.

(a) **Subordination.** The Lease shall be subject and subordinate to any mortgage(s) now or subsequently granted by Landlord and recorded against the Properties and to any renewals, modifications, refinancings and extensions thereof ("Landlord Mortgages"), provided that the holder of any such Landlord Mortgage has executed and delivered to Tenant a Nondisturbance Agreement, in recordable form and substance acceptable to Tenant under the terms of which the holder of the Landlord Mortgage covenants and agrees to and with Tenant (i) not to disturb Tenant in its possession of the Properties or in the enjoyment of its rights hereunder, and (ii) to notify Tenant of any defaults by Landlord in the performance of its obligations secured by the Landlord Mortgage, and (iii) to provide Tenant a reasonable period of time after Tenant's receipt of notice of Landlord's default to cure said default (which period shall be not less than thirty (30) days in the event of payment defaults and sixty (60) days in the event of non-payment defaults, and which period shall be extended if default cannot reasonably be cured within a sixty (60) day period, provided Tenant has promptly commenced and is diligently performing actions to cure the default), before exercising any rights to foreclose upon or otherwise take ownership of the Properties. This clause shall be self-operative, but upon the written request of any holder of a Landlord Mortgage (a "Landlord Mortgagee"), Tenant shall execute a commercially reasonable subordination and non-disturbance agreement in favor of the Landlord Mortgagee. As an alternative, a Landlord Mortgagee shall have the right at any time to subordinate its Landlord Mortgage to this Lease. Upon request, the Tenant, without charge, shall attorn to any successor to the Landlord's interest in this Lease.

(b) **Estoppel Certificate.** Landlord and Tenant shall each, within ten (10) days after receipt of a written request from the other, execute and deliver a commercially reasonable form of estoppel certificate in favor of a Landlord Mortgagee, a Financing Party, a prospective purchaser of the Solar Facility, the Leased Property or the Landlord's Property, or such other party as may commonly request same, which estoppel certificate may include a certification as to the status of this Lease and the existence of any defaults hereunder.

SECTION 18. NOTICES.

All notices under this Lease shall be made in writing and sent to the addresses set forth below:

LANDLORD: Attn: Sustainability Manager
City of Dayton
101 W. Third Street
Dayton, Ohio 45402

TENANT: Attn: Legal
IGS Solar, LLC
6100 Emerald Parkway
Dublin, Ohio 43016

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above written.

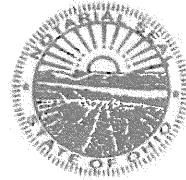
Tenant: IGS Solar, LLC, an Ohio limited liability company By: <u>[Signature]</u> Name (printed): <u>David Lim</u> Title: <u>Sr. Director</u>	Landlord: City of Dayton, an Ohio municipal corporation By: <u>[Signature]</u> Name (printed): <u>Joseph D. Parolotto</u> Title: <u>Deputy City Manager</u>
---	--

STATE OF Ohio, COUNTY OF Franklin, ss:

The foregoing instrument was acknowledged before me this 24th day of February, 2025, by David Lim, the Sr. Director of IGS Solar, LLC an Ohio limited liability company, on behalf of said limited liability company. This is an acknowledgment clause. No oath or affirmation was administered to signer.

[Signature]

Notary Public



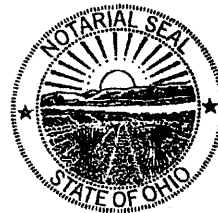
ELLEN LYNN TENG
Notary Public, State of Ohio
My Commission Expires 06-02-29

STATE OF Ohio, COUNTY OF Montgomery, ss:

The foregoing instrument was acknowledged before me this 13 day of March, 2025, by Joseph D. Parolotto, the Deputy City Manager of City of Dayton, an Ohio municipal corporation, on behalf of said municipal corporation. This is an acknowledgment clause. No oath or affirmation was administered to signer.

[Signature]

Notary Public



SHANNON BUSCH
Notary Public - State of Ohio
Commission Expires Oct 23, 2027

EXHIBIT A

DESCRIPTION OF LANDLORD'S PROPERTY

LEGAL DESCRIPTION

That certain real property located in the County of MONTGOMERY, State of OHIO described as follows:

Parcel 1

Lots 79891, 79892 and 79893 of the revised and consecutive numbers of lots on the plat of said City of Dayton, Ohio, also being part of Lot 5 thru 8 of the concurrence 70/75 section two plat as recorded in Plat Book 101, Page 64 of the plat records of said county and state.

Parcel 2

Being a portion of PPN R72 17003 0021 which is only a portion of the following described tract:

Situate in the Township of Harrison, in the County of Montgomery and State of Ohio, and in Sections 11 and 14, Town 2, Range 6 East, bounded and described as follows:

Beginning in the north line of Section 14 and in the south line of Section 11, 1261 feet east from the northwest corner of said Section 14 and the southwest corner of said Section 11; thence south 1 degree 45 minutes east 751.2 feet to a corner of a 68.20 acre tract; thence with the north line of said 68.20 acre tract and the north line of a 60.75 acre tract north 85 1/2 degrees east 1413.3 feet to the southwest corner of a 10 acre tract; thence north 3 degrees 45 minutes west with the west line of said 10 acre tract 1361.2 feet to the center of Beardshear Road; thence with the center of Beardshear Road west for 1196.7 feet to a point in the centerline of Wagner Ford Road; thence south 32 degrees west with the centerline of Wagner Ford Road for 89.6 feet; thence south 64 degrees 37 minutes east a distance of 446.3 feet along a new division line to an iron pin; thence south 4 degrees 37 minutes east a distance of 100.0 feet along a new division line to an iron pin; thence south 85 degrees 23 minutes west a distance of 250.0 feet along a new division line to an iron pin; thence north 70 degrees 44 minutes west a distance of 310.0 feet along a new division line to an iron pin in the centerline of Wagner Ford Road; thence south 32 degrees west with the centerline of Wagner Ford Road a distance of 166.64 feet to a corner of a former 118.004 acre tract; thence with the west line of said former 118.004 acre tract south 1 degree 45 minutes east for 206.9 feet to the place of beginning, containing 47.582 acres more or less.

Parcel 3

Being a portion of PPN R72 17005 0002 which is only a portion of the following described tract:

Situate in the County of Montgomery and State of Ohio, beginning at a stone and at Isaac Beardshear's (former) southwest corner, in fractional Section 13 and 14, Town 2, Range 6 East etc. and running thence North 3-1/4 degrees East 22 chains 20 links on Beardshear's West line to a stone; thence South 85-1/2 degrees West 33.94-1/2 chains, be the same more or less in the center of a lane to a stone the Northeast corner of a lot of land sold by Morse to William Deaver of 3 acres and 47 rods; thence South 2 degrees West on the East line of said Deaver's lot 21 chains 78 links parallel with the Dayton and Michigan Railroad line to a stone; thence North 85-1/2 degrees East 33 chains 29-1/2 links more or less to the place of beginning containing 73.75 acres more or less. Being all of a tract of land purchased by said Morse from B. H. Barney by deed on the first day of April, 1854 except the said lot of land sold to said Deaver, recorded in Deed Book X No. 2, pages 416 and 417 and conveyed by said Morse to Henry Smith, now deceased, by deed on the 12th day of November, 1855, recorded in Book Z No. 2, pages 546 and 547. Excepting therefrom the following described real estate: Situate in the Township of Harrison, County of Montgomery and State of Ohio and being part of Section 14, Town 2, Range 6 East bounded and described as follows viz: Beginning at a stone at the northeast corner of James Smith's 73.75 acre tract; thence South 89-1/4 degrees West with James Smith's North line 8.89 chains to a stone; thence South 3-1/2 degrees West 5.67 chains to a stone; thence North 89-1/4 degrees East 8.89 chains to a stone on James Smith's East line; thence North 3-1/2 degrees East with James, Smith's East line 5.67 chains to the place of beginning containing 5 acres. And also excepting the following described real estate: Situate in the Township of Harrison, County of Montgomery and State of Ohio and being part of Section 14, Town 2, Range 6 East bounded and described as follows, viz: Beginning at a stone at the Northwest corner of James Smith's 73.75 acre tract; thence South 3 degrees 30 minutes West with Smith's West line 21.78 chains to a stone at James Smith's Southwest corner; thence North 89 degrees 15 minutes East with Smith's South line 3.68 chains to a

stone; thence North 3 degrees 30 minutes East 21.82 chains to a stone at Smith's North line; thence South 89 degrees 15 minutes West with Smith's North line 3.68 chains to the place of beginning, containing 8 acres; leaving remaining of said 73.75 acres a balance of 60.75 acres.

EXHIBIT B

DESCRIPTION OF LEASED PROPERTY

4.0000 Acre Tract

Situate in the State of Ohio, County of Montgomery, City of Dayton being Lot 6 (PID: R72 170140006) of the Section Two Concourse 70/75 Replat of Pt. Lots 76659, 76662, and 76666 of the City of Dayton Ohio, by deed of record in Plat Book 101, Page 64 All records hereon are from the Recorder's Office, Montgomery County, Ohio, said 4.0000 acre tract being more particularly described as follows:

Beginning at an iron pin found at the northwest corner of said Lot 6 and the northeast corner of said Lot 3 of Section One Concourse 70/75 Replat of record in Plat Book 95, Page 42 and in the south right-of-way line of Dayton Park Drive (60' R/W)

Thence North 81°40'13" East, a distance of 268.06 feet, to an iron pin found at the northerly corner of said Lot 6 and of Lot 7 of said Section Two Concourse 70/75 Replat;

Thence South 08°19'47" East, a distance of 650.00 feet, along the north line common to said Lot 6 and 7 to a point at the southerly corner of said Lot 6 and 7 and in the north line of a tract conveyed to the City of Dayton in Plat Book 5, Page 170

Thence South 81°40'13" West, a distance of 268.06 feet, along the common line of said Lot 6 and north line of Plat Book 5, Page 170, to point at the common corner of said Lot 6 and Lot 3;

Thence North 08°19'47" West, a distance of 650.00 feet, along the line common to said Lot 6 and 3, to the POINT OF BEGINNING containing 4.0000 acres of land more or less. Being subject to all easements, restrictions and rights-of-way of record.

The bearings are based on centerline Dayton Park Drive as being North 81°40'13" East, as shown of record in Plat Book 101, Page 64.

5.3893 Acre Tract

Situate in the State of Ohio, County of Montgomery, City of Dayton being part of Lot 5 (PID: R72 170140005) of the Section Two Concourse 70/75 Replat of Pt. Lots 76659, 76662, and 76666 of the City of Dayton Ohio, by deed of record in Plat Book 101, Page 64 All records hereon are from the Recorder's Office, Montgomery County, Ohio, said 5.3893 acre tract being more particularly described as follows:

Beginning at an iron pin found in the southerly line of Lot 5 and in the north right-of-way line of Dayton Park Drive (60' R/W);

Thence North 81°40'13" East, a distance of 85.60 feet, along the south line of said Lot 5 and the northerly right-of-way line of said Dayton Park Drive, to the POINT OF TRUE BEGINNING;

Thence North 00°27'04" East, a distance of 503.91 feet over and across said Lot 5, to a point in the north line of said Lot 5 and the south line of Plat Book 5, Page 170;

Thence South 89°32'37" East, a distance of 505.12 feet, along the north line of said Lot 5 and the south line of said Plat Book 5, Page 170, to a point;

Thence South 00°29'15" West, a distance of 425.88 feet, over and across said Lot 5, to a point in the south line of said Lot 5 and the northerly right-of-way line of said Dayton Park Drive;

Thence South 81°40'13" West, a distance of 510.84 feet, along the south line of said Lot 5 and the north right-of-way line of said Dayton Park Drive, to the TRUE POINT OF BEGINNING containing 5.3893 acres of land more or less. Being subject to all easements, restrictions and rights-of-way of record.

The bearings are based on centerline Dayton Park Drive as being North 81°40'13" East, as shown of record in Plat Book 101, Page 64.

15.0330 Acre Tract

Situate in the State of Ohio, County of Montgomery, City of Dayton and being Lot 7 (PID: R72 170140007) of the Section Two Concourse 70/75 Replat of Pt. Lots 76659, 76662, and 76666 of the City of Dayton Ohio, by deed of record in Plat Book 101, Page 64 All records hereon are from the Recorder's Office, Montgomery County, Ohio, said 15.0330 acre tract being more particularly described as follows:

Beginning at an iron pin found at the northwest corner of said Lot 7 and the northeast corner of said Lot 6 of said Section Two Concourse 70/75 Replat and in the south right-of-way line of Dayton Park Drive (60' R/W)

Thence the following three (3) courses and distances along the north line of said Lot 7 and the south right-of-way line of said Dayton Park Drive:

1. North $81^{\circ}40'13''$ East, a distance of 418.65 feet, to a point;
2. Along a curve turning to the right with an arc length of 148.75 feet, a radius of 970.00 feet, with a chord bearing of North $86^{\circ}03'48''$ East, and a chord length of 148.60 feet, to a point;
3. South $89^{\circ}32'37''$ East, a distance of 397.18 feet, to an iron pin found at the northeast corner of Lot 7 and the northwest corner of Lot 8 as being conveyed to the City of Dayton in Plat Book 101, Page 64;

Thence South $24^{\circ}25'47''$ East, a distance of 601.54 feet, along the line common to said Lot 7 and 8, to an iron pin found at the southerly corner common to said Lot 7 and 8 and in the north line of a tract conveyed to the City of Dayton in Plat Book 5, Page 170;

Thence South $81^{\circ}40'13''$ West, a distance of 1126.15 feet, along the line common to said Lot 7 and said Plat Book 5, Page 170, to a point found at the common corner of said Lot 7 and 6;

Thence North $08^{\circ}19'47''$ West, a distance of 650.00 feet, along the line common to said Lot 7 and 6, to the POINT OF BEGINNING containing 15.0330 acres of land more or less. Being subject to all easements, restrictions and rights-of-way of record.

The bearings are based on centerline Dayton Park Drive as being North $81^{\circ}40'13''$ East, as shown of record in Plat Book 101, Page 64.

Exhibit C

DESCRIPTION OF EASEMENT PROPERTY

Parcel 2

Being a portion of PPN R72 17003 0021 which is only a portion of the following described tract:

Situate in the Township of Harrison, in the County of Montgomery and State of Ohio, and in Sections 11 and 14, Town 2, Range 6 East, bounded and described as follows:

Beginning in the north line of Section 14 and in the south line of Section 11, 1261 feet east from the northwest corner of said Section 14 and the southwest corner of said Section 11; thence south 1 degree 45 minutes east 751.2 feet to a corner of a 68.20 acre tract; thence with the north line of said 68.20 acre tract and the north line of a 60.75 acre tract north 85 1/2 degrees east 1413.3 feet to the southwest corner of a 10 acre tract; thence north 3 degrees 45 minutes west with the west line of said 10 acre tract 1361.2 feet to the center of Beardshear Road; thence with the center of Beardshear Road west for 1196.7 feet to a point in the centerline of Wagner Ford Road; thence south 32 degrees west with the centerline of Wagner Ford Road for 89.6 feet; thence south 64 degrees 37 minutes east a distance of 446.3 feet along a new division line to an iron pin; thence south 4 degrees 37 minutes east a distance of 100.0 feet along a new division line to an iron pin; thence south 85 degrees 23 minutes west a distance of 250.0 feet along a new division line to an iron pin; thence north 70 degrees 44 minutes west a distance of 310.0 feet along a new division line to an iron pin in the centerline of Wagner Ford Road; thence south 32 degrees west with the centerline of Wagner Ford Road a distance of 166.64 feet to a corner of a former 118.004 acre tract; thence with the west line of said former 118.004 acre tract south 1 degree 45 minutes east for 206.9 feet to the place of beginning, containing 47.582 acres more or less.

Parcel 3

Being a portion of PPN R72 17005 0002 which is only a portion of the following described tract:

Situate in the County of Montgomery and State of Ohio, beginning at a stone and at Isaac Beardshear's (former) southwest corner, in fractional Section 13 and 14, Town 2, Range 6 East etc. and running thence North 3-1/4 degrees East 22 chains 20 links on Beardshear's West line to a stone; thence South 85-1/2 degrees West 33.94-1/2 chains, be the same more or less in the center of a lane to a stone the Northeast corner of a lot of land sold by Morse to William Deaver of 3 acres and 47 rods; thence South 2 degrees West on the East line of said Deaver's lot 21 chains 78 links parallel with the Dayton and Michigan Railroad line to a stone; thence North 85-1/2 degrees East 33 chains 29-1/2 links more or less to the place of beginning containing 73.75 acres more or less. Being all of a tract of land purchased by said Morse from B. H. Barney by deed on the first day of April, 1854 except the said lot of land sold to said Deaver, recorded in Deed Book X No. 2, pages 416 and 417 and conveyed by said Morse to Henry Smith, now deceased, by deed on the 12th day of November, 1855, recorded in Book Z No. 2, pages 546 and 547. Excepting therefrom the following described real estate: Situate in the Township of Harrison, County of Montgomery and State of Ohio and being part of Section 14, Town 2, Range 6 East bounded and described as follows viz: Beginning at a stone at the northeast corner of James Smith's 73.75 acre tract; thence South 89-1/4 degrees West with James Smith's North line 8.89 chains to a stone; thence South 3-1/2 degrees West 5.67 chains to a stone; thence North 89-1/4 degrees East 8.89 chains to a stone on James Smith's East line; thence North 3-1/2 degrees East with James, Smith's East line 5.67 chains to the place of beginning containing 5 acres. And also excepting the following described real estate: Situate in the Township of Harrison, County of Montgomery and State of Ohio and being part of Section 14, Town 2, Range 6 East bounded and described as follows, viz: Beginning at a stone at the Northwest corner of James Smith's 73.75 acre tract; thence South 3 degrees 30 minutes West with Smith's West line 21.78 chains to a stone at James Smith's Southwest corner; thence North 89 degrees 15 minutes East with Smith's South line 3.68 chains to a stone; thence North 3 degrees 30 minutes East 21.82 chains to a stone at Smith's North line; thence South 89 degrees 15 minutes West with Smith's North line 3.68 chains to the place of beginning, containing 8 acres; leaving remaining of said 73.75 acres a balance of 60.75 acres.

4.0000 Acre Tract

Situate in the State of Ohio, County of Montgomery, City of Dayton being Lot 6 (PID: R72 170140006) of the Section Two Concourse 70/75 Replat of Pt. Lots 76659, 76662, and 76666 of the City of Dayton Ohio, by deed of record in Plat

Book 101, Page 64 All records hereon are from the Recorder's Office, Montgomery County, Ohio, said 4.0000 acre tract being more particularly described as follows:

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Thence North 81°40'13" East, a distance of 268.06 feet, to an iron pin found at the northerly corner of said Lot 6 and of Lot 7 of said Section Two Concourse 70/75 Replat;

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The bearings are based on centerline Dayton Park Drive as being North 81°40'13" East, as shown of record in Plat Book 101, Page 64.

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Situate in the State of Ohio, County of Montgomery, City of Dayton being part of Lot 5 (PID: R72 170140005) of the Section Two Concourse 70/75 Replat of Pt. Lots 76659, 76662, and 76666 of the City of Dayton Ohio, by deed of record in Plat Book 101, Page 64 All records hereon are from the Recorder's Office, Montgomery County, Ohio, said 5.3893 acre tract being more particularly described as follows:

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Thence North 00°27'04" East, a distance of 503.91 feet over and across said Lot 5, to a point in the north line of said Lot 5 and the south line of Plat Book 5, Page 170;

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15.0330 Acre Tract

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2. Along a curve turning to the right with an arc length of 148.75 feet, a radius of 970.00 feet, with a chord bearing of North $86^{\circ}03'48''$ East, and a chord length of 148.60 feet, to a point;
3. South $89^{\circ}32'37''$ East, a distance of 397.18 feet, to an iron pin found at the northeast corner of Lot 7 and the northwest corner of Lot 8 as being conveyed to the City of Dayton in Plat Book 101, Page 64;

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Thence North $08^{\circ}19'47''$ West, a distance of 650.00 feet, along the line common to said Lot 7 and 6, to the POINT OF BEGINNING containing 15.0330 acres of land more or less. Being subject to all easements, restrictions and rights-of-way of record.

The bearings are based on centerline Dayton Park Drive as being North $81^{\circ}40'13''$ East, as shown of record in Plat Book 101, Page 64.

Exhibit D

DEPICTION OF VEGETATION REMOVAL AREA

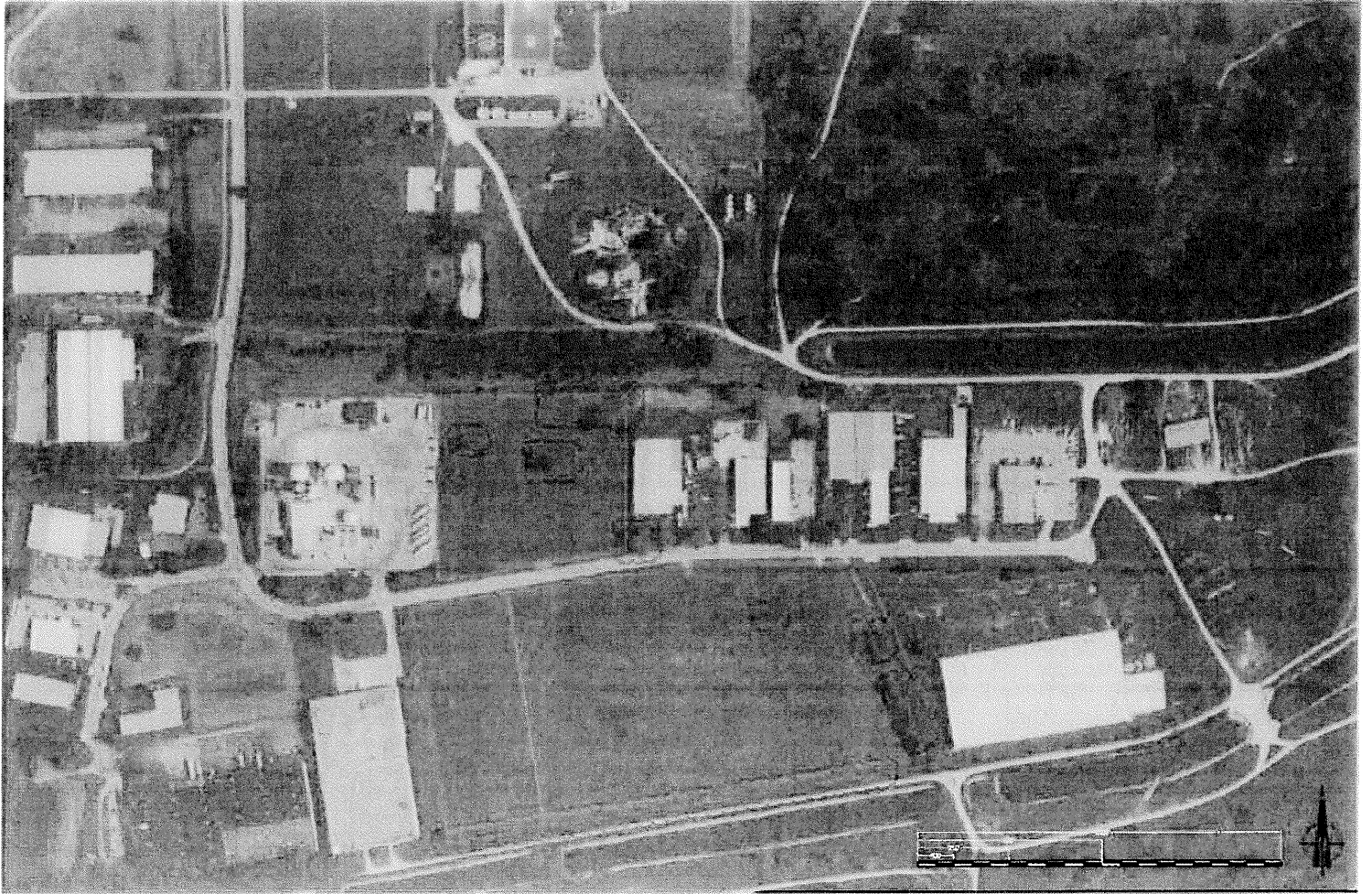


Exhibit E

ENVIRONMENTAL CONDITION

Landlord is aware of and has provided information on the following environmental condition(s):

- SHERWIN-WILLIAMS WHSE, DAYTON, 3671 DAYTON PARK DR – Remediation efforts between May 1987 and March 1993

FIRST AMENDMENT TO SOLAR POWER PURCHASE AGREEMENT

Purchaser: City of Dayton, 101 W. Third Street, Dayton, Ohio 45402
Seller: IGS MWTP, LLC, 6100 Emerald Parkway, Dublin, OH 43016
Effective Date: October 27, 2025

Definitions

“PPA” means the Solar Power Purchase Agreement between Purchaser and IGS Solar, LLC dated as of March 13, 2025, as assigned to Seller together with all exhibits and schedules thereto.

All other capitalized terms not defined in this Agreement will have the meanings given to them in the PPA.

Agreement

Modification. The parties agree to the following modification to the PPA:

All instances of the PPA Rate in Exhibit 1 are hereby deleted and replaced with: “\$0.0922”.

This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document. All other terms and conditions of the PPA except as modified hereby shall remain in full force and effect.

Purchaser: City of Dayton

Signature: *Joseph D. Parlette*

Printed Name: Joseph D. Parlette

Title: Deputy city manager

Seller: IGS MWTP, LLC

Signature: *David Lim*

Printed Name: David Lim

Title: Sr. Director

**APPROVED BY THE COMMISSION
OF THE CITY OF DAYTON, OHIO**

December 31, 2025

Min./Bk. I-19 Pg. _____

Verletta A Jackson
For clerk

**APPROVED AS TO FORM
AND CORRECTNESS:**

Musto, John

Digitally signed by Musto, John
Date: 2025.11.14 16:38:48
-05'00'

City Attorney



City Manager's Report

FOR CITY COMMISSION APPROVAL

3

From **6450-PW/Civil Engineering**

Date **March 18, 2026**

Expense Type **Award of Contract**

Supplier, Vendor, Company, Individual

Total Amount **\$2,853,827.75 thru 7/2/29**

Name **Milcon Concrete Inc.**

Address **1360 S. County Road 25A
Troy, Ohio 45373**

Fund Source(s)	Fund Code(s)	Fund Amount(s)
General Capital	41990-6450-1424-54	\$2,823,827.75
General Obligation Debt	49227-6450-1424-54	\$30,000.00

Includes Revenue to the City Yes No Affirmative Action Program Yes No N/A

Description

**Salem Avenue Reconstruction – Phase 4
(8% SBE Participation Goal / 8% SBE Participation Achieved)
(Federal Surface Transportation Program Funds)
(Ohio Public Works Commission Issue I Funds)
(General Capital Funds)**

The Department of Public Works requests approval to award a contract to Milcon Concrete Inc. The project consists of the reconstruction of Salem Avenue from Emerson Avenue to Cornell Drive. This contract will commence upon execution by the City and project completion is scheduled for July 2, 2027.

Six bids were received for this project. It is recommended that the contract be awarded to the lowest and best bidder Milcon Concrete, Inc., in the amount of \$2,853,827.75. The award amount includes the Base Bid of \$2,769,215.25, Alternate No. 1 in the amount of \$13,875.00, Alternate No. 2 in the amount of \$16,650.00, and Alternate No. 3 in the amount of \$54,087.50. The estimated cost for the project was \$3,300,000.00.

This project is being funded using Federal Surface Transportation Program funds (\$2,140,370.81), Ohio Public Works Commission funds (\$683,456.94), and General Obligation Debt funds (\$30,000.00).

A Certificate of Funds, Tabulation of Bids, Bid from the firm recommended for award, ODOT'S Verification Letter, and Location Map are attached.

E-SIGNED by David Escobar
on 2026-03-02 13:49:09 EST

Signatures/Approval

Approved by City Commission

Division E-SIGNED by Tom Ritchie
on 2026-03-02 14:41:54 EST

Department

Clerk

City Manager

Date

Dayton, Ohio

Bid Tabulation For: Salem Avenue Reconstruction – Phase 4

Department of Public Works

(8% SBE Participation Goal) (Federal STP Funds)

(General Capital Funds)

Bid Opening Date:

Cost Estimate:

Estimated Time
Of Completion:

February 19, 2026

\$3,300,000.00

July 2, 2027

<u>Bidders</u>	<u>Actual Amount Of Base Bid</u>	<u>Adjustment For Work Days</u>	<u>Adjustment For Comparison Purposes Only</u>
<u>*Milcon Concrete Inc.</u>	<u>\$2,769,215.25</u>	<u>-0-</u> July 2, 2027	<u>\$2,769,215.25</u>
<u>Double Jay Construction, Inc.</u>	<u>\$2,836,698.00</u>	<u>-0-</u> July 2, 2027	<u>\$2,836,698.00</u>
<u>Performance Site Development, LLC</u>	<u>\$2,883,569.85</u>	<u>-0-</u> July 2, 2027	<u>\$2,883,569.85</u>
<u>R.B. Jergens Contractors, Inc.</u>	<u>\$2,911,080.57</u>	<u>-0-</u> July 2, 2027	<u>\$2,911,080.57</u>
<u>L.J. DeWeese Co., Inc.</u>	<u>\$3,050,630.50</u>	<u>-0-</u> July 2, 2027	<u>\$3,050,630.50</u>
<u>Barrett Paving Materials, Inc.</u>	<u>\$3,185,429.45</u>	<u>-0-</u> July 2, 2027	<u>\$3,185,429.45</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
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<u> </u>	<u> </u>	<u> </u>	<u> </u>

*Awarded
Revised 9/14/98

The following SBE Plan for the project PID #115181 is acceptable as follows:

	Project Details
LPA:	City of Dayton
Prime Contractor:	MILCON CONCRETE
PID:	115181
Letting Date:	02/19/2026
Bid Amount:	\$2,853,827.75
SBE Goal Percentage:	8.00 %
Required SBE Participation Amount:	\$228,306.22

SBE 1:	Key Cable & Supply Co., Inc.
Work to be Performed:	Supply electrical materials
Toward the Goal:	\$255,740.44 (supply=\$426,234.07 X 60 %)
Not toward the Goal:	\$0.00
Total Agreement Amount:	\$426,234.07
SBE Subcontracting:	NO

SBE 2:	DHDC Engineering Consulting Services, Inc.
Work to be Performed:	Geotech and concrete testing
Toward the Goal:	\$10,000.00
Not toward the Goal:	\$0.00
Total Agreement Amount:	\$10,000.00
SBE Subcontracting:	NO

SBE 3:	A-1 TREE CARE, INC
Work to be Performed:	Clearing and Seeding
Toward the Goal:	\$8,900.00
Not toward the Goal:	\$0.00
Total Agreement Amount:	\$8,900.00
SBE Subcontracting:	NO

SBE 4:	First Star Safety, LLC
Work to be Performed:	MOT and Signage
Toward the Goal:	\$38,000.00
Not toward the Goal:	\$0.00
Total Agreement Amount:	\$38,000.00
SBE Subcontracting:	NO

SBE 5:	HAVENAR TRUCKING LLC
Work to be Performed:	Trucking Undercut material and pavement removed
Toward the Goal:	\$35,000.00
Not toward the Goal:	\$0.00
Total Agreement Amount:	\$35,000.00
SBE Subcontracting:	NO

The SBE Goal is a percentage of the overall contract. If the project cost increases or decreases, the dollar amount of the SBE Goal will change accordingly. Before making any changes to the SBEs above, please notify the District CCO (Derick.Smith@dot.ohio.gov) and Goal Attainment (DOT.ContractsLettingMgr@dot.ohio.gov).

Regarding the SBE goal, you may proceed with the contract signing. Within 30 days of the prime contract execution (or before the date the SBE sub needs to start work – whichever comes first), the prime needs to have executed sub-agreements/purchase orders for all SBEs submitted to the District CCO (Derick.Smith@dot.ohio.gov) for review and acceptance.

If you choose not to award this contract to MILCON CONCRETE, you must notify Goal Attainment of this action.

Considerately,

Jason E. Sneed

**Goal Attainment Coordinator, Office of Contractor Compliance
Division of Small Business & External Workforce Development**

1980 W. Broad Street, Mail Stop 3270

Columbus, Ohio 43223

D: 614.752.4857 C: 614.309.2180

Jason.Sneed@dot.ohio.gov



**Department of
Transportation**

Drafted in collaboration with Copilot to ensure clear and concise communication.

CITY OF DAYTON, OHIO
DEPARTMENT OF PUBLIC WORKS

Bid

Salem Ave. Reconstruction
Phase 4

Bidder

Milcon Concrete Inc.

1360 S. Co. Rd. 25A

Troy, Ohio 45373

Salem Avenue Reconstruction - Phase 4 (#10015117)					
Owner: Dayton OH, City of					
Solicitor: Dayton OH, City of					
02/19/2026 12:00 PM EST					
Milcon Concrete, Inc.					
<u>Item Code</u>	<u>Item Description</u>	<u>UofM</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extension</u>
201	Clearing and Grubbing	Lump Sum	1	\$5,800.00	\$5,800.00
201	Tree Removed, 6"-18"	Each	4	\$136.00	\$544.00
201	Tree Removed, 18"-30	Each	1	\$2,170.00	\$2,170.00
201	Stump Removed, 6"-18"	Each	4	\$41.00	\$164.00
201	Stump Removed, 18"-30	Each	1	\$271.00	\$271.00
202	Curb Removed	L.F.	4100	\$2.00	\$8,200.00
202	Catch Basin Removed	Each	13	\$520.00	\$6,760.00
202	Pipe Removed	L.F.	140	\$23.00	\$3,220.00
202	Sidewalk Removed	S.F.	22275	\$0.50	\$11,137.50
202	Pavement Removed (Asphalt on Concrete)	S.Y.	11765	\$10.90	\$128,238.50
202	Concrete Driveway Removed	S.F.	3085	\$1.15	\$3,547.75
203	Excavation Not Including Embankment Construction	C.Y.	325	\$13.50	\$4,387.50
203	Embankment	C.Y.	1530	\$21.75	\$33,277.50
203	Undercut Excavation	C.Y.	300	\$33.25	\$9,975.00
203	Backfill with #2 Stone	Ton	405	\$55.50	\$22,477.50
203	Proof Rolling	Hours	2	\$200.00	\$400.00
ODOT 301	Bituminous Aggregate Base (5")	C.Y.	1540	\$228.00	\$351,120.00
304	Aggregate Base (6")	C.Y.	1850	\$61.00	\$112,850.00
407	Non Tracking Tack Coat	Gal	1110	\$1.00	\$1,110.00
442	Asphalt Concrete Intermediate Course, 19mm, Type A (448), PG 64-28 (1.75")	Ton	1080	\$141.00	\$152,280.00
442	Asphalt Concrete Intermediate Course, 19mm, Type A (448), PG 64-28 (1.75") for Patching	Ton	10	\$214.00	\$2,140.00
453	Concrete Driveways (MS, 7")	S.F.	2910	\$17.50	\$50,925.00
608	Concrete Walk	S.F.	20920	\$8.25	\$172,590.00
608	Concrete Curb Ramp (7")	S.F.	2375	\$18.25	\$43,343.75
609	Barrier Curb	L.F.	4135	\$24.00	\$99,240.00
ODOT 611	12" Type B Conduit, Polypropylene Corrugated Double Wall Pipe (707.65)	L.F.	229	\$79.00	\$18,091.00
614	Maintaining Traffic	Lump Sum	1	\$47,500.00	\$47,500.00
623	Construction Layout Stakes	Lump Sum	1	\$22,500.00	\$22,500.00
624	Mobilization	Lump Sum	1	\$46,000.00	\$46,000.00

625	3" PVC Conduit Concrete Encased	L.F.	125	\$8.30	\$1,037.50
625	2-3" PVC Conduit Concrete Encased	L.F.	225	\$11.40	\$2,565.00
625	3-3" PVC Conduits Concrete Encased	L.F.	1820	\$13.80	\$25,116.00
625	4-3" PVC Conduits Concrete Encased	L.F.	70	\$17.00	\$1,190.00
625	1-3" and 3-4" PVC Conduits Concrete Encased	L.F.	1940	\$16.50	\$32,010.00
625	3-4" PVC Conduits Concrete Encased	L.F.	105	\$15.30	\$1,606.50
625	Trench	L.F.	4710	\$17.90	\$84,309.00
625	Pullbox, 725.08, 18"	Each	6	\$813.00	\$4,878.00
625	17" x 30" x 36" Polymer Concrete Pullbox	Each	1	\$1,208.00	\$1,208.00
625	24" x 36" x 42" Polymer Concrete Pullbox	Each	3	\$2,360.00	\$7,080.00
625	30" x 48" x 36" Polymer Concrete Pullbox	Each	5	\$2,458.00	\$12,290.00
625	Ground Rod	Each	26	\$135.00	\$3,510.00
625	Luminaire	Each	21	\$6,194.00	\$130,074.00
625	Luminaire Arm, 12'	Each	21	\$6,212.00	\$130,452.00
625	Poles, Type P7	Each	24	\$6,445.00	\$154,680.00
625	Cable Connector Kit, Type II (fused)	Each	42	\$77.00	\$3,234.00
625	Pole Foundation, P7	Each	24	\$2,440.00	\$58,560.00
625	No. 2 Circuit Cable	L.F.	12120	\$1.65	\$19,998.00
625	No. 10 Light Pole and Bracket Cable	L.F.	3150	\$0.65	\$2,047.50
625	Lighting Control Center	Each	1	\$9,018.00	\$9,018.00
630	Sign, Double Faced Street Name, As Per Plan	Each	7	\$135.00	\$945.00
630	Sign, Flat Sheet, As Per Plan	S.F.	39	\$17.00	\$663.00
630	Sign Support Assembly, Pole Mounted	Each	18	\$130.00	\$2,340.00
630	Removal of Existing Signs and Storage	LUMP	1	\$488.00	\$488.00
630	Removal of Existing Signs and Reuse	Each	3	\$158.00	\$474.00
632	Stop Line Detection System, As Per Plan	Each	2	\$10,845.00	\$21,690.00
632	Vehicular Signal Head, (LED), 3-Section, 12" Lens, 1-Way, As Per Plan	Each	14	\$995.00	\$13,930.00
632	Pedestrian Signal Head, (LED), Countdown, Type D2	Each	10	\$470.00	\$4,700.00
632	Pedestal Foundation	Each	3	\$815.00	\$2,445.00
632	Pedestal, 8'	Each	5	\$660.00	\$3,300.00
632	Accessible Pedestrian Pushbutton	Each	12	\$710.00	\$8,520.00
632	Messenger Wire, 7 Stradn, 5/16" Diameter w/Accessories	L.F.	260	\$6.15	\$1,599.00
632	Signal Cable, 3 Conductor, No. 14 AWG	L.F.	850	\$0.75	\$637.50

632	Signal Cable, 5 Conductor, No. 14 AWG	L.F.	2225	\$2.10	\$4,672.50
632	Signal Cable, 12 Conductor, No. 14 AWG	L.F.	395	\$2.50	\$987.50
632	Signal Cable, Misc.: 21 Conductor, No. 14 AWG	L.F.	130	\$4.00	\$520.00
632	Signalization, Misc., Junction Box, PVC, 12" x 12", As Per Plan	Each	4	\$70.50	\$282.00
632	Power Cable, 1 Conductor, No. 6 AWG	L.F.	450	\$1.60	\$720.00
632	Power Service, As Per Plan	Each	2	\$9,490.00	\$18,980.00
632	Removal of Traffic Signal Installation, As Per Plan	Each	2	\$6,500.00	\$13,000.00
632	Interconnect Misc.: Fiber Optic Cable, 12 SM, As Per Plan	L.F.	80	\$1.00	\$80.00
632	Interconnect Misc.: Fiber Optic Cable, 144 SM, As Per Plan	L.F.	2200	\$2.50	\$5,500.00
632	Interconnect Misc.: Fiber Optic Splice Enclosure (Under Grade Or Aerial), As Per Plan	Each	3	\$632.00	\$1,896.00
632	Interconnect Misc.: Fiber Optic Splice Enclosure Trays, As Per Plan	Each	3	\$68.00	\$204.00
632	Interconnect Misc.: Fan-Out Kit, 12 Fiber, As Per Plan	Each	4	\$101.00	\$404.00
632	Interconnect Misc.: Fiber Optic Connector, Singlemode, As Per Plan	Each	16	\$33.00	\$528.00
632	Interconnect Misc.: Fiber Optic Fusion Splices, As Per Plan	Each	208	\$27.00	\$5,616.00
632	Interconnect Misc.: Fiber Optic Slack Installation, As Per Plan	Each	4	\$410.00	\$1,640.00
632	Interconnect Misc.: Fiber Optic Cable Removed, Aerial	LUMP	1	\$2,712.00	\$2,712.00
632	Interconnect Misc.: Reuse of Fiber Optic Cable Removed, Aerial	LUMP	1	\$2,712.00	\$2,712.00
632	Interconnect Misc.: Fiber Optic Cable Testing	LUMP	1	\$2,700.00	\$2,700.00
633	Cabinet Foundation, As Per Plan	Each	2	\$1,356.00	\$2,712.00
633	Uninterruptible Power Supply, As Per Plan	Each	2	\$11,140.00	\$22,280.00
633	Controller Unit, Type TS2/A2 With Cabinet, Type TS2, As Per Plan	Each	2	\$29,210.00	\$58,420.00
633	Cabinet Riser	Each	2	\$808.00	\$1,616.00
644	Channelizing Line (8"), White	L.F.	575	\$2.71	\$1,558.25
644	Lane Line (4"), White	L.F.	3100	\$0.81	\$2,511.00
644	Center Line	L.F.	2450	\$3.00	\$7,350.00

644	Crosswalk Line (8"), White	L.F.	575	\$3.80	\$2,185.00
644	Crosswalk Line (24"), White	L.F.	110	\$7.60	\$836.00
644	Stop Line (24"), White	L.F.	175	\$7.60	\$1,330.00
653	Topsoil Furnished and Placed, 4"	C.Y.	310	\$70.00	\$21,700.00
659	Seeding and Mulching	S.Y.	2790	\$1.60	\$4,464.00
810	Excavation & Backfill for 12" Pipe with Structural Backfill	L.F.	229	\$23.00	\$5,267.00
ODOT 826	Asphalt Concrete Surface Course, Type 1 (448), PG 64-22, Fiber Type C (1.5")	Ton	925	\$152.00	\$140,600.00
830	Manhole, Type A	Each	2	\$4,306.00	\$8,612.00
830	Manhole Type A Frame and Cover, Including Adjustment to Grade	Each	27	\$1,091.00	\$29,457.00
830	Manhole Type A Frame and Cover, Including Major Adjustment to Grade	Each	1	\$2,805.00	\$2,805.00
831	Catch Basin, Type 3A	Each	7	\$2,687.00	\$18,809.00
831	Catch Basin, Type 3	Each	6	\$3,500.00	\$21,000.00
831	Catch Basin, Type D	Each	3	\$3,205.00	\$9,615.00
ODOT 832	Storm Water Pollution Prevention Plan	Lump Sum	1	\$2,600.00	\$2,600.00
ODOT 832	Storm Water Pollution Prevention Plan Inspections	Lump Sum	1	\$4,125.00	\$4,125.00
ODOT 832	Storm Water Pollution Prevention Plan Inspection Software	Lump Sum	1	\$8,620.00	\$8,620.00
846	Valve Box Adjusted to Grade	Each	17	\$500.00	\$8,500.00
835	12" Plug, Type C	Each	5	\$1,000.00	\$5,000.00
SPL	Remove and Reinstall Bench	Each	1	\$234.00	\$234.00
SPL	Colored and Stamped Concrete Crosswalks	S.Y.	240	\$175.00	\$42,000.00
Fixed Price Item					\$165,000.00
SPL	Contingency	LUMP	1	\$125,000.00	\$125,000.00
SPL	Maintain Street Lighting	Allowance	1	\$15,000.00	\$15,000.00
SPL	Remove Unmarked and Abandoned Structures	Allowance	1	\$15,000.00	\$15,000.00
ODOT 832	Erosion Control	Each	10000	\$1.00	\$10,000.00
Alternate No. 1 - Geogrid					\$13,875.00
ODOT 204	Geogrid	S.Y.	11100	\$1.25	\$13,875.00
Alternate No. 2 - Asphalt Rejuvenating Agent					\$16,650.00
SPL	Asphalt Rejuvenating Agent	S.Y.	11100	\$1.50	\$16,650.00
Alternate No. 3 - Additional Excavation and #2 Stone					\$54,087.50
203	Undercut Excavation	C.Y.	500	\$33.25	\$16,625.00
203	Backfill with #2 Stone	Ton	675	\$55.50	\$37,462.50
Base Bid Total:					\$2,769,215.25

Bidder is

An Individual
Firm Name

NA

Business Address

Telephone

Partnership
Firm Name

NA

Members of Firm and
Their Business Address

Corporation
Name

Telephone

Milcon Concrete Inc.

State of Incorporation

Ohio

Name and Title of
Officers with Authority
to Sign Contract

Mark Miller - President

Abe Wirick - Vice President

Home Office Address

1360 S. County Rd. 25A, Troy, Ohio 45373

Local Address

1360 S. County Rd. 25A, Troy, Ohio 45373

Telephone (937) 339-6274 Fax (937) 335-9881

E-mail Mark@milcon-inc.com

Federal I.D.# 31-1524183

Dated this 19 day of February, 2026

Bidder: Milcon Concrete Inc.

(Person, Firm, or Corporation)

By:

Title: President

BID BOND

Amount \$ 285,382.78

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio in the sum

of Two Hundred eight Five Thousand Three Hundred Eighty Two and Seventy Eight Cents Dollars, for the payment of which well and truly to be made, we hereby, jointly and severally, bind ourselves, our heirs, executors, and administrators, firmly by these presents.

The condition of this obligation is such that, if the Bid attached hereto is accepted and the Contract award to the bidder, Milcon Concrete Inc

named therein, and the said bidder shall within ten (10) days after being notified that said contract has been awarded to the bidder, enter into a Contract in the form acceptable to the Director and give bond in a form to be furnished by the Director, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed at Dayton, Ohio, this 10th day of February, 2026

Milcon Concrete Inc

[Signature]
Bidder

Cincinnati Insurance Company

[Signature]
Surety

Koverman Staley Dickerson

Name of Insurance Agency

1106 W Main St. Troy OH 45373

Address of Insurance Agency

Telephone (937) 339-4119 FAX

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Joe W. Dickerson, II; Laura L. Arnold; Cale Arnold and/or Janny Price

of Troy, Ohio

their true and legal Attorney(s)-In-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

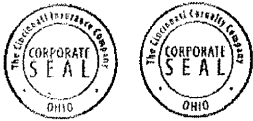
Any such obligations in the United States, up to
Ten Million and No/100 Dollars (\$10,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.

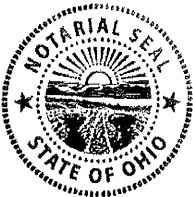


STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



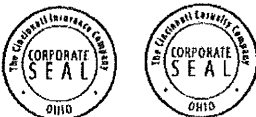
Keith Collett

Keith Collett, Attorney at Law
Notary Public - State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 10th day of February, 2021.



Ed H.

6. **FEDERALLY REQUIRED EEO CERTIFICATION FORM**

The bidder hereby certifies that he has _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements. *The Bidder must select the appropriate "has or has not" above.*

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 1 of 2)


In accordance with Ordinance No. 31487-16 of the City of Dayton, Ohio Revised Code of General Ordinances,

I, Mark Miller hereby certify that
(print name – an Officer of the company)

Milcon Concrete Inc. meets the following Contractor requirements
(company)
relating to this City of Dayton construction project.

Check All That Apply:

- Comply with all City of Dayton income tax obligations and requirements
- Maintain worker's compensation insurance for all employees as required by the State of Ohio
- Comply with State or Federal prevailing wage rate laws, as applicable and required by the funding of this project
- Comply with the State of Ohio Bureau of Worker's Compensation Drug Free Workplace Policy

By: 
(signature)

Title: President

Date: 2/19/2026

CITY OF DAYTON, OHIO
Department of Public Works

Responsible Contractor Bidding Requirements
(Form 2 of 2)

- A. Please provide a complete listing of the fringe benefits provided to employees expected to be utilized at the project site, including, but not limited, to health insurance and retirement benefits. {Reference to benefits traditionally provided on past, similar projects can be made.}

Health	Sick Pay
_____	_____
Pension	_____
_____	_____
Vacation	_____
_____	_____
Life Insurance	_____
_____	_____
Bonus	_____
_____	_____
Holiday	_____
_____	_____

- B. Please identify any “bona fide apprentice training program” in which this company participates in accordance with the Ohio Bureau of Apprenticeship Training and the U. S. Department of Labor.

Associated Builders and	_____
_____	_____
Contractors (ABC)	_____
_____	_____

- C. Please provide a list of subcontractors whose quotes or information are included or used in the bid submitted for this project.

JRJ	DHDC
_____	_____
Oglesby Construction	McDougall Marsh
_____	_____
A1 Tree Care	Andrew Casey Line and Signal
_____	_____
First Star Safety LLC	Welfle Inc.
_____	_____
Coyle SWPPP	_____
_____	_____

CERTIFICATION
OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13
FOR CONTRACTS IN EXCESS OF FIVE HUNDRED DOLLARS (\$500.00)

STATE OF OHIO,
COUNTY OF Miami, ss:

Mark Miller being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of
Milcon Concrete Inc. ("the Contracting Party").

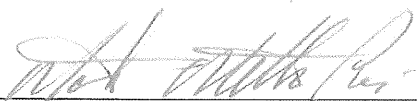
2. The Contracting Party is a/an (select one):

Individual, partnership, or other unincorporated business association (including without
limitation, a professional association organized under Ohio Revised Code Chapter
1785), estate, or trust.

Corporation organized and existing under the laws of the State of Ohio.

Labor organization.

3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C. 3517.93(I)(3) (with respect to non-corporate entities and labor organizations) or R.C. 3517.93(J)(3) (with respect to corporations) are in full compliance with the political contributions limitations set forth in R.C. 3517.93(I) and (J), as applicable. I understand that a false representation on this certification constitutes a felony of the fifth degree pursuant to R.C. 3517.93(AA) and 3517.992(R)(3). Any contract that contains a falsified certification shall be rescinded.

By: 

Title: President

Contractor Qualifications

Project: Salem Ave. Reconstruction PH4

Contractor: Milcon Concrete Inc.

Contractor is prequalified with Ohio Department of Transportation to perform work? Yes No

Prime contractor will perform 50 percent of base bid.

Prime contractor is required to perform no less than 30 percent of the total contract price.

Date: 02/19/2026



Organized: April 1995
Incorporated in: Ohio 1997
Federal ID: 31-1524183
Years in Business: 28 Years

Projects in Progress

Project: WAR-SR63-0.83 SR 63 Widening Project
Size: \$19,545,027.58
Owner/Contractor: Warren County Transportation Improvement District
Contact: Dan Corey
Telephone: 513-431-1229
Percent Complete: 74%
Completion Date: June 2026

Project: WAR SR 48 15.34
Size: \$6,675,939.36
Owner/Contractor: City of Lebanon
Contact: Ben Stucke
Telephone: 513-228-3130
Percent Complete: 87%
Completion Date: January 2026

Project: Union Village Community Pool Roadway Extension
Size: \$426,544.93
Owner/Contractor: Union Village Development Company
Contact: Matthew Obringer
Telephone: 513-202-3170
Percent Complete: 69%
Completion Date: March 2026

Project: Water Main Replacement Project 2025
Size: \$1,497,778.00
Owner/Contractor: City of Greenville
Contact: Jason Cockerham
Telephone: 937-548-4930
Percent Complete: 10%
Completion Date: May 2026

Project: Wright Brothers Airport Utility Extension
Size: \$1,187,412.00
Owner/Contractor: City of Dayton
Contact: William Slaybaugh
Telephone: 585-831-9612
Percent Complete: 10%
Completion Date: March 2026

Recently Completed Projects

Project: Montgomery County Sunray, Frieda, Ives Water Main Replacement
Size: \$1,140,376.44
Owner/Contractor: Montgomery County Environmental Services
Contact: Edward Schlaack
Telephone: 937-781-2632
Completion Date: October 2025

Project: City of West Carrollton River District Improvements Phase 1A
Size: \$766,805.50
Owner/Contractor: City of West Carrollton
Contact: John Vance
Telephone: 937-847-4662
Completion Date: September 2025

Project: City of Troy
Size: \$6,835,477.67
Owner/Contractor: City of Troy
Contact: Jill Rhoades
Telephone: 937-335-1725
Completion Date: October 2025

Project: Falmouth & Esmeralda WM
Size: \$1,099,038.00
Owner/Contractor: Montgomery County Environmental Services
Contact: Ed Schlaack
Telephone: 937-781-2632
Completion Date: December 2024

Project: City of Mason SR 741 Reconstruction
Size: \$7,904,475.35
Owner/Contractor: City of Mason
Contact: Greg Doherty
Telephone: 513-229-8520
Completion Date: September 2024

Project: Mantz Water Main
Size: \$587,636
Owner/Contractor: Montgomery County Environmental Services
Contact: Ed Schlaack
Telephone: 937-781-2632
Completion Date: September 2024

Project: Salem Avenue Reconstruction Phase 3
Size: \$2,602,818
Owner/Contractor: City of Dayton
Contact: Brian Zamostny
Telephone: 937-333-3844
Completion Date: November 2024

Project: Lebanon, Ohio-Cherry Street Reconstruction

Size: \$2,346,273.00
Owner/Contractor: City of Lebanon
Contact: Ben Stucke
Telephone: 513-228-3130
Completion Date: June 2024

Project: Fairborn, OH Broad Street Improvements
Size: \$4,520,844.20
Owner/Contractor: City of Fairborn
Contact: Lee Harris
Telephone: 937-754-3055
Completion Date: September 2024

Project: Clyde Place and Cyril Court reconstruction
Size: \$796,514
Owner/Contractor: City of Vandalia
Contact: Rob Cron
Telephone: 937-415-2323
Completion Date: May 2024

Project: Stop 8 Lift Station and Force Main Replacement
Size: \$596,280
Owner/Contractor: Montgomery County
Contact: David Hodgson
Telephone: 937-781-2632
Completion Date: November 2023

Project: Austin Blvd
Size: \$1,296,282.50
Owner/Contractor: Montgomery County
Contact: David Hodgson
Telephone: 937-781-2632
Completion Date: December 2022

Project: Dorothy Lane Water Main Replacement
Size: \$959,155
Owner/Contractor: Montgomery County
Contact: Ed Schlaak
Telephone: 937-781-2632
Completion Date: November 2023

Project: Central Avenue
Size: \$7,616,903.63
Owner/Contractor: City of Middletown
Contact: Scott Tadych
Telephone: 513-425-7845
Completion Date: April 2023

Project: Bayside & Barrett Water Main Phase 2
Size: \$2,228,296
Owner/Contractor: Montgomery County
Contact: Ed Schlaak
Telephone: 937-781-2632
Completion Date: November 2023

Project: Bayside & Barrett Water Main
Size: \$1,949,150
Owner/Contractor: Montgomery County
Contact: Ed Schlaak
Telephone: 937-781-2632
Completion Date: July 2023

Project: Maple Avenue Phase 2
Size: \$3,481,629.55
Owner/Contractor: City of Fairborn
Contact: Lee Harris
Telephone: 937-7543055
Completion Date: July 2022

Project: Stillwater Crossing Phase 2&3
Size: \$2,841,994.95
Owner/Contractor: Stillwater Crossing, LLC
Contact: Ron Coffman
Telephone: 513-519-3335
Completion Date: October 2022

Project: Corwin Avenue Improvements
Size: \$3,837,429.90
Owner/Contractor: City of Hamilton
Contact: Dan Arthur
Telephone: 513-785-7279
Completion Date: June 2022

Project: Co Rd 25A Tipp City
Size: \$1,392,661.28
Owner/Contractor: ODOT
Contact: Joseph Sapp
Telephone: 937-497-6965
Completion Date: June 2022

Project: BUT/WAR GMR Trail Extension
Size: \$2,359,923.30
Owner/Contractor: Ohio Department of Transportation
Contact: Thomas Pannett
Telephone: 614-466-7170
Completion Date: September 2021

Project: Yellow Springs Fairfield Road Improvements
Size: \$1,696,815.00
Owner/Contractor: City of Fairborn
Contact: Lee Harris
Telephone: 937-754-3055
Completion Date: October 2021

Project: Spinning and Eastman Water Main Replacement
Size: \$829,333.52
Owner/Contractor: Montgomery County
Contact: Ed Schlaack

Telephone: 937-781-2632
Completion Date: July 2021

Project: Bricker Water Main Replacement
Size: \$266,448.70
Owner/Contractor: Montgomery County
Contact: Ryan Fox
Telephone: 937-781-2500
Completion Date: July 2021

Project: Stillwater Crossing
Size: \$5,615,000.00
Owner/Contractor: Stillwater Crossing, LLC
Contact: Ron Coffman
Telephone: 513-519-3335
Completion Date: June 2021

Project: USAF Storm Drain
Size: \$1,494,450.00
Owner/Contractor: Doyon Management
Contact: Jeffery Maiorano
Telephone: 571-447-8814
Completion Date: November 2021

Project: Powell to Bon Air Sanitary Sewer
Size: \$835,956.90
Owner/Contractor: City of Urbana
Contact: Tyler Bumbalough
Telephone: 937-407-5140
Completion Date: May 2021

Project: W. Main Street Sewer
Size: \$338,845.00
Owner/Contractor: City of Springfield
Contact: Kurt Tyson
Telephone: 937-324-7351
Completion Date: November 2020

Project: Union Village Phase I and South Sanitary Sewer
Size: \$5,267,987.00
Owner/Contractor: Union Village Development Company
Contact: Troy Messer
Telephone: 513-779-7851
Completion Date: October 2020

Project: Celina W. Market St. Reconstruction
Size: \$1,676,869.00
Owner/Contractor: Ohio Department of Transportation
Contact: Blake Simpson
Telephone: 937-497-6875
Completion Date: September 2020

Project: Monroe Road Improvements
Size: \$1,770,186.52
Owner/Contractor: City of Lebanon

Contact: Dana Bicknell
Telephone: 513-228-3130
Completion Date: September 2020

Project: Springfield Street Reconstruction Phase II
Size: \$2,009,928.00
Owner/Contractor: City of Dayton
Contact: Dave Weinandy
Telephone: 937-333-3858
Completion Date: July 2020

Project: College Drive Extension
Size: \$806,278.30
Owner/Contractor: City of Kettering
Contact: Diane Wuensch
Telephone: 937-296-2539
Completion Date: November 2019

Project: Springfield Street Reconstruction
Size: \$2,572,490.00
Owner/Contractor: City of Dayton
Contact: Dave Weinandy
Telephone: 937-333-3858
Completion Date: October 2019

Project: Pinnacle Ridge Section 2
Size: \$2,081,591.00
Owner/Contractor: City of Moraine
Contact: Mike Eddy
Telephone: 937-535-1030
Completion Date: September 2019

Project: North West Street Extension
Size: \$1,843,000.00
Owner/Contractor: Village of Versailles
Contact: Tom Boyer
Telephone: 937-548-7511
Completion Date: October 2018

Project: WAR- 73/741 Intersection Improvements
Size: \$3,000,000
Owner/Contractor: Warren Co. Transportation Improvements District
Contact: Dan Corey
Telephone: 513-695-7725
Completion Date: July 2018

Project: Lexington Salem Road Reconstruction
Size: \$1,416,000.00
Owner/Contractor: Preble County Board of County Commissioners
Contact: Tony McWhinney
Telephone: 937-456-8143
Completion Date: December 2017

Project: Dayton Airport Economy Lot Reconstruction
Size: \$8,000,000.00
Owner/Contractor: City of Dayton Department of Aviation

Contact: Gilbert Turner
Telephone: 937-454-8202
Completion Date: October 2017

Project: BUT- Oxford State Road
Size: \$6,650,000.00
Owner/Contractor: City of Middletown
Contact: Rob Nicolls
Telephone: 513-425-7710
Completion Date: October 2017

Project: Brandt Phoneton Water Main Improvements
Size: \$1,850,000.00
Owner/Contractor: Miami County Sanitary Engineering
Contact: Doug Evans
Telephone: 937-440-5653
Completion Date: May 2017

Project: Warren Street Reconstruction
Size: \$3,600,000.00
Owner/Contractor: City of Dayton
Contact: David Weinandy
Telephone: 937-333-3858
Completion Date: October 2016

Project: Dayton Airport PSA Hangar Site Work
Size: \$1,327,083.00
Owner/Contractor: City of Dayton/ Fender Construction
Contact: Dennis Schimpf, Fender Construction
Telephone: 937-572-1177
Completion Date: April 2016

Project: Miami University East Quad
Size: \$4,000,000.00
Owner/Contractor: Miami University / Messer Construction
Contact: Matt Schnelle
Telephone: 937-313-1447
Completion Date: August 2015

Mark Miller, President—Co-Owner - 28 Years Commercial Construction Experience

Abe Wirick, Vice President—Co-Owner -- 20 Years Commercial Construction

Water/Storm/Street/Excavation/Sanitary Experience

Matthew Benshoff, Project Manager-- 17 Years Commercial Construction

Water/Storm/Street/Excavation/ Sanitary Experience

Equipment Available for This Project:

- EC480 Volvo Excavator
- (2) EC340 Volvo Excavator
- PC 238 Komatsu Excavator
- (2) PC 228 Komatsu Excavators
- PC 138 Komatsu Excavator
- (3) PC 88 Komatsu Excavator
- PC 78 Komatsu Excavator
- PC 35 Komatsu Excavator
- (2) D-51 Komatsu Dozers
- D-61 Komatsu Dozers
- 650J John Deere Dozer
- 750J John Deere Dozer
- WA 270 Komatsu Loader
- (4) WA 200 Komatsu Loaders
- Ingersoll Rand Roller
- Hamm Roller
- CAT 815 Compactor
- RC 350 Broce Broom
- Various Skid Steers
- (4) On-Road Dump Trucks

- (2) CAT 730 Haul Trucks
- Miscellaneous Trench Safety Equipment and Testing Equipment

Bank Reference:

Minster Bank
1280 Experiment Farm Road
Troy, OH 45373
937-339-9388
937-658-6506 Fax
Jerry Herbe

Financials provided upon Award of Contract

Surety:

Cincinnati Insurance
Koverman Dickerson – Agent
P.O. Box 189
Troy, OH 45373
937-339-4119
937-339-3916 Fax
Joe Dickerson

Suppliers References:

Ernst Concrete
3361 Successful Way
Dayton, OH
Dennis Goecke
937-233-5555

Suppliers References:

Core & Main
7935 S County Road 25A
Tipp City, OH
Dale Hartman
800-873-5823

BID BOND

Amount \$ 285,382.78

We, the undersigned, are held and firmly bound unto the City of Dayton, Ohio in the sum

of Two Hundred eight Five Thousand Three Hundred Eighty Two and Seventy Eight Cents Dollars, for the payment of which well and truly to be made, we hereby, jointly and severally, bind ourselves, our heirs, executors, and administrators, firmly by these presents.

The condition of this obligation is such that, if the Bid attached hereto is accepted and the Contract award to the bidder,

Milcon Concrete Inc

named therein, and the said bidder shall within ten (10) days after being notified that said contract has been awarded to the bidder, enter into a Contract in the form acceptable to the Director and give bond in a form to be furnished by the Director, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed at Dayton, Ohio, this 10th day of February, 2026

Milcon Concrete Inc



Bidder

Cincinnati Insurance Company



Surety

Koverman Staley Dickerson

Name of Insurance Agency

1106 W Main St. Troy OH 45373

Address of Insurance Agency

Telephone (937) 339-4119 FAX _____

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Joe W. Dickerson, II; Laura L. Arnold; Cale Arnold and/or Janny Price

of Troy, Ohio

their true and legal Attorney(s)-In-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

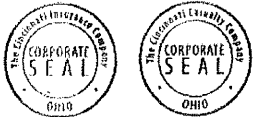
Any such obligations in the United States, up to
Ten Million and No/100 Dollars (\$10,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



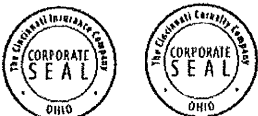
Keith Collett

Keith Collett, Attorney at Law
Notary Public - State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 10th day of February, 2021.



Ed H.

AFFIRMATIVE ACTION PROGRAM
EQUAL EMPLOYMENT OPPORTUNITY

PROJECT: Salem Ave. Reconstruction Ph 4 Salem Ave.
NAME LOCATION

During the performance of this contract:

Milcon Concrete Inc.	1360 S. Co. Rd. 25A, Troy, OH 45373	937-339-6274
<small>CONTRACTOR</small>	<small>ADDRESS</small>	<small>TELEPHONE / FAX</small>

being the general contractor, assumes the responsibility and obligation to institute an Affirmative Action Program which complies with revised City Ordinances 24059 and 26090 and Executive Order 11246 on any city, federal or federally-assisted construction project, to insure Equal Employment Opportunity regardless of race, color, religion, sex, national origin, ancestry, place of birth, age, or marital status.

The successful contractor using one or more trades of construction employees must comply with Part I of these Affirmative Actions Program conditions to each such trade.

Part I: Requirements. To be eligible for award of a contract under this Invitation to Bid, contractors must certify as prescribed in Paragraph 1a, of the certification specified in Part II hereof that it adopts the minimum goals and timetables of minority and female worker utilization, and specific Affirmative Action steps set forth in Sections 1 and 2 of this Part I.

1.) **Goals & Timetables.** The goals of minority and female worker utilization required of the contractor are applicable to each trade which will be used on any project in Greene, Miami, Montgomery, and Preble Counties, OH (hereinafter the Economic Area).

The required goals and timetables are as follows:

	Goals of Minority Worker Utilization Expressed in Percentage Terms
From 1/1/2000 to Present	11.5%
	Goals of Female Worker Utilization Expressed in Percentage Terms
From 4/1/80 to Present	6.9%

The percentage goals of minority and female worker utilization are expressed in terms of working hours of training and employment as a proportion of the total working hours to be worked by the contractor's entire work force in that trade on all projects (both federal and non-federal) in the Economic Area during the performance of this contract. The working hours for minority and female work and training must be uniform throughout the length of this contract, on all projects and for each of the trades. Further, the transfer of minority and/or female or trainee from employer-to-employer or from project-to-project for the sole purpose of meeting the contractor's goals shall be a violation of this Affirmative Action Program.

In reaching the goals for minority and female utilization, every effort shall be made to find and employ qualified journey-persons. Provided, however, and pursuant to the requirements of the Department of Labor Regulations, 29 CFR 5a.3, twenty-five percent (25%) of apprentices or trainees shall be employed on all projects and shall be in their first year of training, where feasible.

In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and/or trainees at the completion of the training subject to the availability of employment opportunities. Apprentices and trainees must be trained pursuant to programs which have been approved by The U.S. Department of Labor and/or The State of Ohio.

A contractor shall be deemed to be in compliance with the terms and requirements of this Part I by the employment and training of minorities and females in the appropriate percentage of the contractor's aggregate work force in the Economic Area for each trade for which it is committed to the goals under Part I.

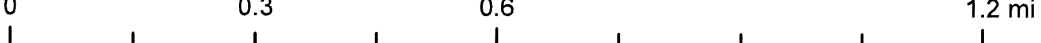
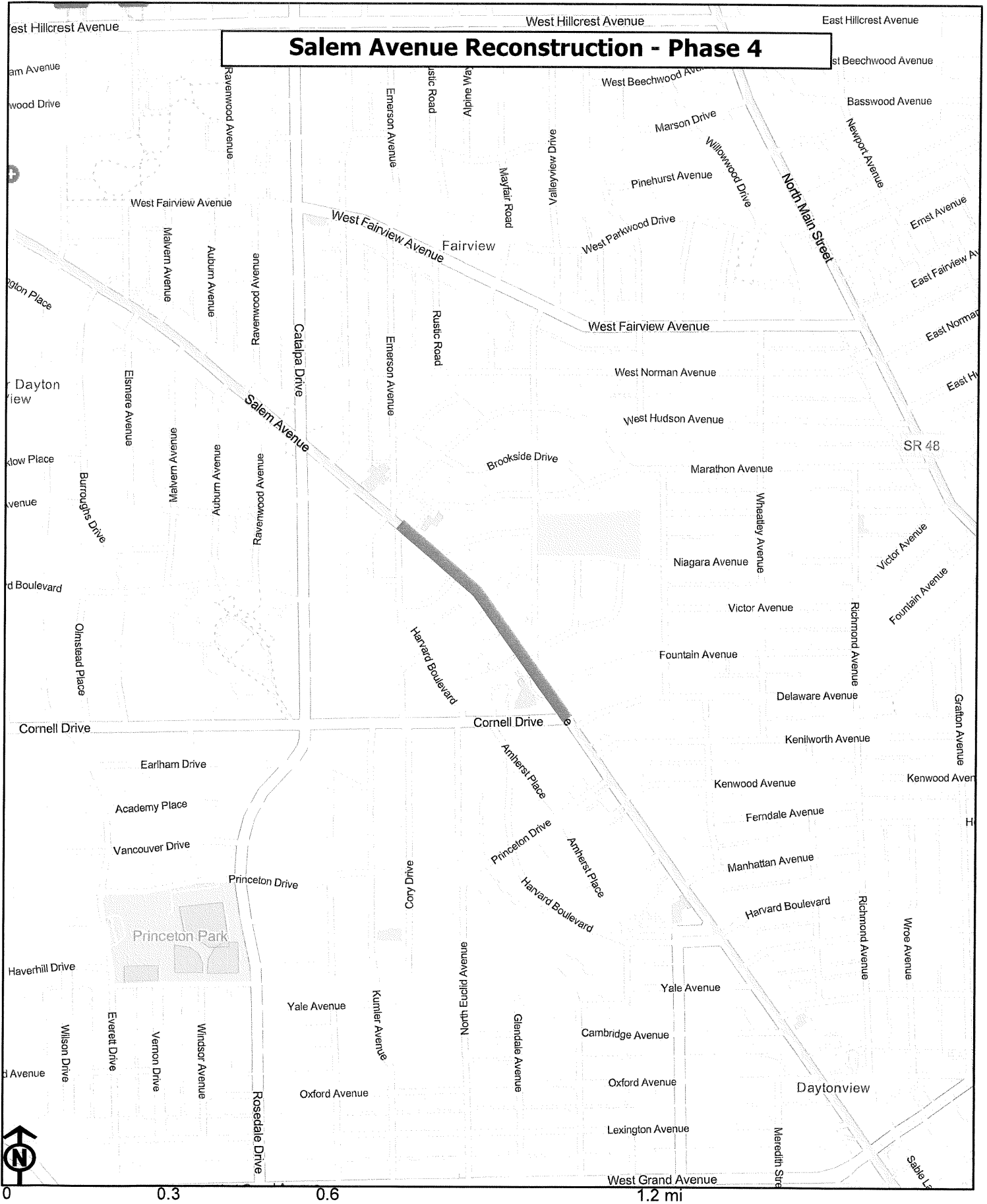
However, no contractor shall be found to be in noncompliance solely on account of the contractor's failure to meet the goals and timetables, but such contractor shall be given the opportunity to demonstrate that all of the specific Affirmative Action steps specified in Part I have been instituted and has made every "good faith" effort to make these steps work towards the attainment of the goals and timetables.

2.) **Specific Affirmative Action Steps.** A contractor subject to Part I, must engage in Affirmative Action directed at increasing minority and female utilization, which is at least as extensive and as specific as the following steps:

- a) The contractor shall notify community organizations that the contractor has employment opportunities available and shall maintain records of the organizations' responses.
- b) The contractor shall maintain a file of the names and addresses of each minority and female referred and what action was taken with respect to each referred worker. If the worker was not employed, the reason therefor. If the worker was not sent to the union hiring hall for referral, the contractor's file shall document this and the reasons therefore.
- c) The contractor shall promptly notify the Dayton Human Relations Council (HRC) when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority and/or female, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- d) The contractor should participate in training programs in the area; especially those approved by the U.S. Department of Labor and/or the State of Ohio.

- e) The contractor shall disseminate the EEO Policy within the organization by including it in any policy manual, by publicizing it in company newspapers, annual reports, etc.; by conducting staff, employee and union representatives' meetings to explain and discuss the policy; by posting of the policy; and by specific review of the policy with minority and female employees.
 - f) The contractor shall ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to all projects (both federal and non-federal) in the Economic Area during the performance of its contract or subcontract.
 - g) The contractor shall make specific and constant personal (both written and oral) recruitment efforts directed at all minority and female organizations, schools, minority and female recruitment training organizations with the Dayton Economic Area.
 - h) The contractor shall make specific efforts to encourage present minority and female employees to recruit other minorities and females.
 - i) The contractor shall validate all tests and other selection requirements.
 - j) The contractor should develop on-the-job training opportunities; participate and assist in any association or employer-group training programs relevant to the contractor's employees needs consistent with its obligations under Part I.
 - k) The contractor shall evaluate all minority and female personnel for promotional opportunities and encourage employees to seek such opportunities.
 - l) The contractor shall ensure that seniority practices, job classifications, etc., do not have a discriminatory effect.
 - m) The contractor shall make certain that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - n) The contractor will monitor all personnel activities to ensure that its EEO Policy is being carried out.
 - o) The successful contractor shall solicit bids for work to be performed on this project under a subcontract from minority and female contractors and other business associations.
- 3.) Nothing herein is intended to relieve any contractor during the term of this project from compliance with any other local bid requirements. Further, it shall be the responsibility of each contractor to comply with all terms, conditions, and provisions of the Affirmative Action Programs.

Salem Avenue Reconstruction - Phase 4



Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.



March 5, 2026

TO: Office of the City Commission
Office of the City Manager
Department of Finance

E-SIGNED by Emily Crow

FROM: Emily M. Crow, Deputy Director on 2026-03-05 10:23:22 EST
Department of Planning, Neighborhoods & Development

SUBJECT: Payment of Voucher – PEW Demolition & Excavation, Inc.

The Department of Planning, Neighborhoods & Development (PND) respectfully requests approval to process a Payment of Voucher in the amount of \$23,000.00 to PEW Demolition & Excavation, Inc. for services rendered related to the removal of illegal dumping and overgrown vegetation at 3800 Germantown Pike.

This work was funded through the Ohio Attorney General's Shine a Light on Dumpers Grant program. The City of Dayton was awarded \$47,696.95 through this program to address illegal dumping conditions at the property, including debris removal, vegetation clearing, installation of dumping surveillance cameras, and placement of concrete barricades intended to deter future dumping activity.

During remediation activities at the site, the contractor encountered significantly more illegally dumped materials than originally anticipated. Additional debris removal and site cleanup activities were required to fully address conditions on the property. The project ultimately required coordination among several City departments and external partners to complete the remediation and stabilize the site.

Although grant funds were deposited into a Public Works account, the interdepartmental transfer to PND and issuance of the Certificate of Funds were not finalized prior to completion of the contractor's work. PND has since coordinated the necessary fund transfer and reviewed internal procedures for managing interdepartmental grant-funded work to ensure proper authorization protocols are followed in future projects.

A Certificate of Funds in the amount of \$23,000.00 is attached for your review and approval.

Should you require any clarification or additional information, please contact Ken Jackson at extension 3923.

EMC/ats

C: Ms. Lofton; Mr. Parlette; Mr. Gondol, Mr. McDaniel, Mr. Powell, Ms. Greene

CERTIFICATE OF FUNDS

CF26-0140

SECTION I - to be completed by User Department

NO DRAFT DOCUMENTS PERMITTED

 X New Contract Renewal Contract Change Order:

Contract Start Date	upon execution
Expiration Date	06/03/26
Original Commission Approval	\$ 23,000.00
Initial Encumbrance	\$ 23,000.00
Remaining Commission Approval	\$ -
Original CT/CF	
Increase Encumbrance	\$ -
Decrease Encumbrance	\$ -
Remaining Commission Approval	\$ -

Required Documentation

<u> x </u>	Initial City Manager's Report
<u> x </u>	Initial Certificate of Funds
<u> </u>	Initial Agreement/Contract
<u> </u>	
<u> </u>	Copy of City Manager's Report
<u> </u>	Copy of Original Certificate of Funds

Amount: <u> \$ 23,000.00 </u> Fund Code <u>28113 - 2320 - 1159 - 32 - - </u> <div style="font-size: small; margin-left: 20px;">Fund Org Acct Prog Act Loc</div>	Amount: <u> </u> Fund Code <u> - - - - - </u> <div style="font-size: small; margin-left: 20px;">Fund Org Acct Prog Act Loc</div>
Amount: <u> </u> Fund Code <u> - - - - - </u> <div style="font-size: small; margin-left: 20px;">Fund Org Acct Prog Act Loc</div>	Amount: <u> </u> Fund Code <u> - - - - - </u> <div style="font-size: small; margin-left: 20px;">Fund Org Acct Prog Act Loc</div>

Attach additional pages for more FOAPALS

Vendor Name: PEW Demolition & Excavation, Inc.

Vendor Address: 5754 Red-Lion Five Points Road Springboro OH 45066

Street City State Zipcode + 4

Federal ID: 45-4441550

Commodity Code: 96832

Purpose: To provide funds in the amount of \$23,000.00 for payment to PEW Demolition & Excavation, Inc. for services rendered related to the removal of illegal dumping and overgrown vegetation at 3800 Germantown Pike under the Shine a Light on Dumpers Grant program.

Contact Person: Ken Jackson, extension 3923 PND/Housing & Inspections 2/2/2026

E-SIGNED by Steven Gondol Department/Division Date

Originating Department Director's Signature: on 2026-02-18 10:18:43 EST

SECTION II - to be completed by the Finance Department

I hereby certify that the amount of money required to meet the payment(s) called for in the aforesaid request have been lawfully appropriated for such purpose and is in the Treasury, or in the process of collection, to the credit of the fund from which it is to be drawn free and clear from any previous encumbrance.

Kim A Brown
 Finance Director Signature

Sateh Asumanu
 CF Prepared by

3/10/26
 Date

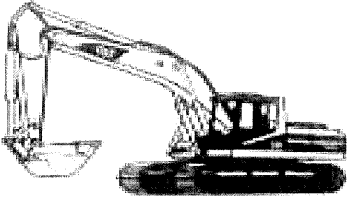
03/10/2026
 Date

CF26-0140
 CF/CT Number

PEW Demolition & Excavation Inc.

Terry Wells
5754 Red-Lion Five Points Rd.
Springboro, Ohio 45066

Owner:
Terry Wells - 513-267-3301



References Available upon Request
Fully Insured

Date	Project Description		
26-Dec-25	NOP 622 3800 Germantown Pike Dayton, Ohio Clean up at rear of property		\$23,000
		<i>Total</i>	\$23,000

Invoice for: NOP 622 3800 Germantown Pike Dayton, Oh

Signature of "PEW Demolition" Representative _____

A handwritten signature in cursive script, appearing to read "Terry Wells".

Date 12/29/2025

Signature by Owner/Representative in Acceptance to Terms & Conditions of Estimate _____

Date _____

By

No 6922-26

A RESOLUTION

Authorizing the Real Properties Located at
Eight Addresses in the City of Dayton,
Ohio for the Acceptance of Electric Vehicle
(EV) Chargers.

WHEREAS, The Southeast Ohio Public Energy Council (DBA Sustainable Ohio Public Energy Council) ("SOPEC") exists to serve its members; and

WHEREAS, On June 13, 2023, SOPEC applied for a grant from the United States Department of Transportation Charging and Fueling Infrastructure Discretionary Grant Program (CFI Program), which funds projects to strategically deploy publicly accessible electric vehicle charging and alternative fueling infrastructure in urban and rural areas and along designated Alternative Fuel Corridors (AFCs); and

WHEREAS, SOPEC submitted applications to both the Community Program and the Corridor Program to support EV infrastructure development in Southeast and Southwest Ohio; and

WHEREAS, SOPEC was awarded funding pursuant to the Responsive Interregional Deployment of Electrification Solutions (RIDES) grant, Award Numbers 693JJ32440379 and 693JJ32540091, for the deployment of Electric Vehicle (EV) chargers in urban and rural community areas, as well as along designated AFCs, to support the development and usage of sustainable methods of transportation; and

WHEREAS, SOPEC has identified the real property located at the following addresses ("Sites"):

1. Dayton International Airport
3600 Terminal Drive
Dayton, Ohio 45377
2. Dayton City Hall Garage
101 W Third Street
Dayton, Ohio 45402
3. Bomberger Park
40 High Street
Dayton, Ohio 45403
4. Belmont Business District parking lot
1024 Morse Avenue
Dayton, Ohio
(R72 14307 0022)
5. Oregon District Garage
132 Jefferson Street
Dayton, Ohio 45402
6. Northwest Recreation Center in Princeton Park
1600 Princeton Drive
Dayton, Ohio 45406
7. Highland Park
1621 Wyoming Street
Dayton, Ohio 45410
8. Dayton Dragons Stadium street parking

220 N Patterson Blvd
Dayton, Ohio 45402

in the City of Dayton, Ohio as potential locations for the deployment and operation of an EV charger or chargers pursuant to the terms of the RIDES grant and any other agreements as between the City and SOPEC for the operation and maintenance of the charger(s); and

WHEREAS, The Commission wishes to authorize the acceptance of the EV charger or chargers for installation and operation at said location; and

WHEREAS, In the event the proposed Site identified is rejected or otherwise deemed unsuitable for the installation of the EV charger or chargers, the Commission hereby grants authorization to identify and assess up to three (3) mutually agreed upon alternate locations to serve as the Site for the deployment and operation of the EV charger or chargers provided the Site(s) satisfy the project requirements, terms of the RIDES grant, and any other agreements as between the City and SOPEC for the operation and maintenance of the EV charger(s); now, therefore,

BE IT RESOLVED BY THE COMMISSION OF THE CITY OF DAYTON:

Section 1. That the Commission hereby authorizes the real property located at the Sites as appropriate and acceptable locations for the installation and deployment of an EV charger or chargers pursuant to the RIDES grant program and any other agreement as between SOPEC and City for the operation and maintenance of said charger(s).

Section 2. That in the event the real property located at the Sites is rejected or otherwise deemed unsuitable for the installation of the EV charger or chargers planned or designated for the Site, The Commission hereby grants authorization for the identification and assessment of up to three (3) mutually agreed upon alternate locations to serve as the Site for the deployment and operation of the EV charger or chargers provided the Site(s) satisfy the project requirements, terms of the RIDES grant, and any other agreements as between the City and SOPEC for the operation and maintenance of the EV charger(s).

Adopted by the Commission, 2026


Signed by the Mayor, 2026

Mayor of the City of Dayton, Ohio

Attest:

Clerk of Commission

Approved as to form:



City Attorney

MEMORANDUM | 
DAYTON

February 24, 2026

TO: Shelley Dickstein
City Manager

FROM: Meg Maloney, Sustainability Manager *M. Maloney*
Sustainability Manager

SUBJECT: Request for Approval of EV Charger Site Authorization
Resolution

The Sustainability Office is requesting adoption of a resolution to install electric vehicle (EV) chargers at eight City locations as part of the Charging and Fueling Infrastructure (CFI) Discretionary Grant through the U.S. Department of Transportation. The grant application and installation are led by the Southeast Ohio Public Energy Council (SOPEC). In 2023, SOPEC successfully secured funding to support the deployment of EV chargers in urban and rural community locations and along designated Alternative Fuel Corridors to advance sustainable transportation options. The proposed resolution authorizes the City to accept EV chargers at eight identified sites across Dayton and to partner with SOPEC, which will oversee installation, operation, and maintenance.

The eight proposed locations—Dayton International Airport, the City Hall Garage, Bomberger Park, the Belmont Business District parking lot, the Oregon District Garage, Northwest Recreation Center at Princeton Park, Highland Park, and Dayton Dragons Stadium street parking—were selected to provide equitable geographic coverage and serve both neighborhood and regional travel needs. In addition, over a dozen other locations within City limits that currently lack nearby charging infrastructure were identified for charger installation, and SOPEC is working with those property owners to install chargers. These sites align with Dayton’s broader goals to expand EV infrastructure, reduce transportation emissions, and increase access to clean mobility options for residents and visitors. The resolution also allows for the identification of up to three mutually agreed-upon alternate sites if any proposed location proves unsuitable, ensuring project continuity while maintaining compliance with RIDES grant requirements.

Approval of this resolution will enable the City to advance critical EV infrastructure investments at no direct capital cost while supporting local sustainability and economic development priorities. If you have any additional questions, please contact Meg Maloney (x3623).

Attachments

Cc: Andrew Marks, Matthew Worsham