

**BOARD OF TRUSTEES**  
**JEFFERSON TOWNSHIP, MONTGOMERY COUNTY, OHIO**  
**RESOLUTION NO. 26-066**

**THE JEFFERSON TOWNSHIP BOARD OF TRUSTEES APPROVES ADDENDUM NO. 2 TO THE ENERGY CONSULTING AND MANAGEMENT AGREEMENT WITH TREBEL, LLC, AND CONTINUING THE TOWNSHIP'S ELECTRIC AND NATURAL GAS AGGREGATION PROGRAM**

The Board of Trustees of Jefferson Township, Montgomery County, Ohio, met in a regular meeting on April 7, 2026, at 6:00 pm at the Township Offices located at 1 Business Park Dr., Dayton, Ohio, with the following members present:

Sheila Back (✓)      Oscar Young (✓)      Vera Powell (✓)

Moved by: Back (✓)      Young ( )      Powell ( )  
Second by Back ( )      Young (✓)      Powell ( )

**WITNESSETH**

**WHEREAS**, the Jefferson Township Board of Trustees entered into an Energy Consulting and Management Agreement with Trebel, LLC on November 3, 2015 (Contract 15-79), for the purpose of establishing and managing governmental electric and natural gas aggregation programs; and

**WHEREAS**, the Township has since operated aggregation programs to provide competitive energy supply options for its residents and eligible small businesses; and

**WHEREAS**, the Township's current aggregation supply arrangements are approaching the end of their term, requiring action to maintain continuity of the program; and

**WHEREAS**, Trebel, LLC has presented Addendum No. 2 to the Agreement to allow for continued program operation and to establish specific, limited authority to respond to changing market conditions;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of Jefferson Township, Montgomery County, Ohio, that:

**Section 1. Approval of Addendum**

The Board of Trustees hereby approves Addendum No. 2 to the Energy Consulting and Management Agreement with Trebel, LLC, which confirms and defines limited agency authority for the purpose of securing future electric and natural gas supply agreements.

**Section 2. Purpose and Effect**

The Board acknowledges that the purpose of this Addendum is to allow timely response to energy market opportunities while maintaining defined limits on pricing, term, and Township exposure.

**BOARD OF TRUSTEES**  
**JEFFERSON TOWNSHIP, MONTGOMERY COUNTY, OHIO**  
**RESOLUTION NO. 26-066**

**Section 3. Pricing Parameters and Term**

The Board acknowledges that under Addendum No. 2:

- Electric supply pricing shall not exceed **\$0.0799 per kWh**, subject to annual capacity adjustment;
- Natural gas pricing shall not exceed **\$0.799 per Ccf**;
- Pricing may be structured as either a fixed rate or a variable rate based on market indices, including NYMEX settlement plus a discount to the SCO adder; and
- Any agreement executed shall be for a term of up to **two (2) additional years** under the existing program.

Based on the current program timeline, this would extend service for participating customers to approximately **May 2027**.

**Section 4. Execution Authority**

The Board acknowledges that:

- Trebel, LLC is authorized to negotiate and execute agreements within the limits established herein;
- Trebel shall provide advance notice of proposed pricing and/or term prior to execution; and
- The Township shall have approximately **twenty-four (24) hours** to direct Trebel not to proceed before execution may occur.

**Section 5. Limitation of Liability**

The Board affirms that:

- The Township shall not be exposed to any additional liability, obligation, or financial responsibility beyond the current agreement; and
- The Township does not assume responsibility for individual customer energy usage or payments.

**Section 6. Resident Participation and Options**

The aggregation program shall continue as an **opt-out program**, whereby:

- Eligible residents and small businesses may be automatically enrolled;
- Participants may **opt out at any time without penalty**; and
- Residents may choose to remain with the default utility service or select an alternative supplier.

**Section 7. Summary of Current and Proposed Changes**

The Board includes the following summary for clarity and public understanding:

Resolution 26-066

Page 2 of 3

**BOARD OF TRUSTEES  
JEFFERSON TOWNSHIP, MONTGOMERY COUNTY, OHIO  
RESOLUTION NO. 26-066**

- The current electric aggregation rate is approximately **\$0.07106 per kWh**;
- This Resolution does not approve a specific new rate, but instead authorizes pricing to be secured at or below **\$0.0799 per kWh**, depending on market conditions at the time of execution;
- The Addendum authorizes Trebel, LLC to act on behalf of the Township to secure pricing within these limits, subject to prior notice and a 24-hour opportunity for the Township to decline execution;
- Pricing may be established as either a fixed rate or a market-based variable rate;
- If no action is taken, the aggregation program may expire and participating residents would return to the default utility rate; and
- Residents will continue to have the ability to opt out of the program at any time without penalty.

**Section 8. Continuation of Existing Terms**

Except as modified by Addendum No. 2, all other terms and conditions of the original Agreement and prior amendments shall remain in full force and effect.

**Section 9. Authorization**

The Township Administrator is hereby authorized to execute Addendum No. 2 and any related documents necessary to implement this Resolution.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect and be in force at the earliest period allowed by law.

The vote was as follows:

**Sheila Back**

Yes     No     Abstain

**Oscar Young**


Yes     No     Abstain

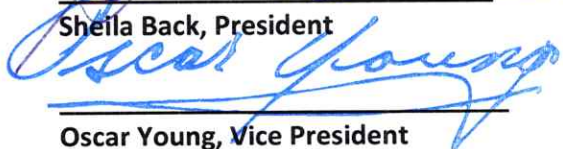
**Vera Powell**


Yes     No     Abstain

**Adopted: 7<sup>TH</sup> day of April 2026**

Signed by:

  
\_\_\_\_\_  
Sheila Back, President

  
\_\_\_\_\_  
Oscar Young, Vice President

  
\_\_\_\_\_  
Vera Powell, Trustee

  
\_\_\_\_\_  
Attest to Trustees Signatures:  
Charlene Chattams, Fiscal Officer



ADDENDUM NO. 2  
TO ENERGY CONSULTING AND MANAGEMENT AGREEMENT

LIMITED AGENCY AUTHORITY

On November 03, 2015 Jefferson Township ("Client"), whose principal place of business is located at 1 Business Park Dr., Dayton, Ohio 45417 and Trebel, LLC ("Trebel"), whose principal place of business is located at 875 N. High Street, Suite 300, Columbus, OH 43215 entered into an Energy Consulting and Management Agreement ("Agreement"). That Agreement remains in full force and effect today and is amended to confirm certain specific and limited agency authority that Trebel has to act on behalf of the Client.

1. Pursuant to the Agreement, Trebel assisted the Client in creating, conducting, implementing, and managing a governmental aggregation program(s) ("Program(s)") to aggregate the government entity's energy accounts.
2. With continuing and ongoing changes and improvements in the marketplace and energy industry, there are opportunities whereby Client can obtain favorable Pricing and/or Term for the Program, but those opportunities can require quick action by Trebel on behalf of Client.
3. Pursuant to this Addendum, Trebel shall have the limited agency authority to investigate and negotiate Pricing and/or Term for the benefit of the Program and eligible customers within the jurisdiction. The limited agency authority granted under this Addendum supersedes and replaces any prior grant of agency authority relating to the negotiation of Pricing of the Program. Trebel shall have the limited agency authority to represent Client in those negotiations and execute any necessary agreements or documents, *subject* to the following restrictions:
  - a. Trebel's agency authority is limited to require that any newly negotiated Pricing shall be equal to or less than \$0.0799 per kWh, subject to annual capacity adjustment; and
  - b. Trebel's agency authority is limited to require that any newly negotiated Pricing shall be equal to or less than \$0.799 per Ccf; and
  - c. Trebel's agency authority is limited to require that any newly negotiated Pricing may be structured as NYMEX Settlement plus a discount to the SCO adder, in lieu of fixed pricing, as Trebel in its reasonable judgment determines appropriate under prevailing market conditions; and
  - d. Trebel's agency authority is limited to require that any newly negotiated Term shall be for up to two (2) additional year(s) of the Program under the existing MSA.
  - e. Trebel's agency authority is limited to require that at no time in exercising its authority shall Trebel expose or subject Client to any additional liability, exposure, requirements, or obligations than it has under the current MSA;

- f. Trebel shall file, record, or execute all documents, communications, agreements, and/or other instruments, including, without limitation, any agreements or documents related to master supply agreements entered into with certified retail electric or natural gas suppliers as set forth above, and any applications, certifications, renewals and/or other filings at the Public Utilities Commission of Ohio, as Trebel in its reasonable discretion may deem necessary or advisable from time to time in order to execute upon and deliver the Services set forth in Section 3 of the Agreement;
  - g. In the event Trebel intends to execute an agreement pursuant to its delegated authority under the Agreement, Trebel shall provide email notice of the proposed Pricing and/or Term as a courtesy prior to execution. Client shall have twenty-four (24) hours from transmission of such notice to instruct Trebel not to proceed. Absent such instruction, Trebel shall be entitled to proceed with such execution; and
  - h. As such, the Client hereby irrevocably appoints Trebel, its officers, employees and agents, or any of them, as attorneys-in-fact for the Client to file, record, or execute such items for the Client and in the Client's name, place and stead to act on behalf of and protect the interests of the Client in performing the Services in this Agreement. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.
4. Except as expressly modified herein, all other terms of the Agreement and any prior addenda shall remain in full force and effect. In the event of a conflict between this Addendum and the Agreement or any prior addenda, this Addendum shall control.

**IN WITNESS WHEREOF**, the parties hereto have executed this Addendum No. \_ to the Agreement as of the day and year first above written.

**TREBEL, LLC**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**JEFFERSON TOWNSHIP**

Alvin Bad

Trustee

Oscar Young

Trustee

Oliver Powell

Trustee

4/7/2026

Date

4/7/26

Date

4/7/26

Date