



**SERVICE COMMITTEE - MEL CLEMENS
MONDAY MARCH 27, 2017**

**COMMITTEE MEETING: IMMEDIATELY FOLLOWING THE SAFETY
COMMITTEE MEETING**

**PLACE: COUNCIL CHAMBERS
7232 E. MAIN ST, REYNOLDSBURG, OH 43068**

President: DOUG JOSEPH

Ward Members: Ward I – Stephen M. Cicak
Ward II – Brett Luzader
Ward III – Marshall Spalding
Ward IV - Mel Clemens

At Large Members: Barth R. Cotner
Chris Long
Dan Skinner, Esq.

COMMITTEES:

Community Development: Chmn Skinner, Spalding, Cicak, Luzader
Safety: Chmn Long, Cicak, Luzader, Spalding
Service: Chmn Clemens, Luzader, Spalding, Cicak
Finance: Chmn Cotner, Long, Clemens, Skinner

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Agenda is subject to amendment by Committee/Council at the time of the meeting.

All meetings of the Council shall be held in accordance with the general laws of Ohio pertaining to requirements for open meetings of public bodies.

If you wish to speak before City Council concerning a specific topic on the agenda, or about a specific topic not on the agenda, please complete a “Speaker Form” and give to the Clerk of Council. Forms are located in the wooden box on one of the bench seats in the atrium. Copies of the Rules of Discussion are available next to the wooden box.

*April Beggerow
Clerk of Council*

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes
 - a. Service Committee – Committee Meeting – March 13, 2017
4. Discussion
 - a. ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF REYNOLDSBURG ADOPTED BY ORDINANCE NO. 131-95 ON NOVEMBER 27, 1995 AND AS SUBSEQUENTLY AMENDED – 0 E Main St, Reynoldsburg, Ohio, from CC Community Commerce District to PND Planned Neighborhood Development District, Applicant, Nicole Boyer. (Second Reading 3/13/2017 Planning Commission 3/2/2017).
 - b. ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A "GOVERNMENTAL AGGREGATION PROGRAM AGREEMENT" WITH VOLUNTEER ENERGY SERVICES, INC., TO PROVIDE FULL REQUIREMENTS RETAIL NATURAL GAS AND RELATED ADMINISTRATIVE SERVICES TO AN AGGREGATED GROUP AND DECLARING AN EMERGENCY. (First Reading 3/13/2017).
 - c. ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING SECTION 905.03 DUTY TO MAINTAIN SIDEWALK AND TREE LAWN OF CHAPTER 905 STREETS GENERALLY; AND SECTION 917.02 PLANS AND SPECIFICATIONS TO BE ATTACHED TO PERMIT OF CHAPTER 917 DRIVEWAYS. (Second Reading 3/13/2017).
 - d. ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING SECTION 913.04 SPECIFICATIONS, PERMIT FEE OF CHAPTER 913 PRIVATE ROADWAYS AND SECTION 1127.09 UNDERGROUND ELECTRIC AND TELEPHONE LINES OF CHAPTER 1127 STANDARDS. (Second Reading 3/13/2017).

**SERVICE COMMITTEE - MEL CLEMENS
MONDAY MARCH 13, 2017**

COMMITTEE MEETING: 7:48 PM

**PLACE: COUNCIL CHAMBERS
7232 E. MAIN ST, REYNOLDSBURG, OH 43068**

1. Call to Order

PRESENT: Clemens, Cicak, Spalding, Joseph

ABSENT: Luzader

2. Approval of Agenda

Agenda stands approved.

3. Approval of Minutes

a. Service Committee – Committee Meeting – February 27, 2017

Minutes stand approved.

4. Discussion

a. Ordinance Authorizing the Mayor to Enter into a "Governmental Aggregation Program Agreement" with Volunteer Energy Services, Inc., to Provide Full Requirements Retail Natural Gas and Related Administrative Services to an Aggregated Group and Declaring an Emergency. (First Reading 3/13/2017).

Mr. Sampson: Volunteer Energy was the low bidder in response to our advertisement and solicitations for a gas aggregation program provider. This is a 24 month agreement pending approval by City Council, we will schedule a public meeting for Wednesday, April 12.

Mr. Clemens: Any questions for our Service Director.

Mr. Long: Excuse me Chairman Clemens. I did get a call today from somebody, we are receiving \$100,000 to the City to cover our Administrative Services and things of that sort for that contract correct?

Mr. Sampson: Uh, actually, we will receive between a \$45-50,000 in one year we receive half at the end of the first year for a 12 month period and then the second, \$45-50,000 at the end of the second year. And that is a civic contribution.

Mr. Clemens: Are there any more questions?

Minutes Acceptance: Minutes of Mar 13, 2017 7:33 PM (Approval of Minutes)

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 3/13/2017 8:00 PM
MOVER:	Mel Clemens, Ward IV	
SECONDER:	Marshall Spalding, Ward III	
AYES:	Clemens, Cicak, Spalding	
ABSENT:	Luzader	

- b. Ordinance to Amend the Code of Ordinances of the City of Reynoldsburg, Ohio: Amending Section 905.03 Duty to Maintain Sidewalk and Tree Lawn of Chapter 905 Streets Generally; and Section 917.02 Plans and Specifications to be Attached to Permit of Chapter 917 Driveways. (First Reading 2/27/2017).

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 3/13/2017 8:00 PM
MOVER:	Mel Clemens, Ward IV	
SECONDER:	Stephen Cicak, Ward I	
AYES:	Clemens, Cicak, Spalding	
ABSENT:	Luzader	

- c. Ordinance to Amend the Code of Ordinances of the City of Reynoldsburg, Ohio: Amending Section 913.04 Specifications, Permit Fee of Chapter 913 Private Roadways and Section 1127.09 Underground Electric and Telephone Lines of Chapter 1127 Standards. (First Reading 2/27/2017).

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 3/13/2017 8:00 PM
MOVER:	Mel Clemens, Ward IV	
SECONDER:	Marshall Spalding, Ward III	
AYES:	Clemens, Cicak, Spalding	
ABSENT:	Luzader	

Development Department**Eric Snowden****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6829 Phone****ORDINANCE REQUEST**

DATE: March 27, 2017**TO: Service Committee****RE: ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF
THE CITY OF REYNOLDSBURG ADOPTED BY ORDINANCE
NO. 131-95 ON NOVEMBER 27, 1995 AND AS SUBSEQUENTLY
AMENDED - 0 E Main St, Reynoldsburg, Ohio, from CC Community
Commerce District to PND Planned Neighborhood Development
District, Applicant, Nicole Boyer. (Second Reading 3/13/2017 Planning
Commission 3/2/2017).**

Rezoning request.

Department of Development
Planning & Zoning Division
7232 East Main Street
Reynoldsburg, Ohio

Application #: 176120

Permit #: _____

Date Submitted: 12/9/16

Fee Amount: \$850.00

☒ Paid: 1381

PLANNING COMMISSION APPLICATION

II. PROPERTY INFORMATION		
Property Address:		FOR DISTRICT AMENDMENT ONLY
Description of Location: Main Street between Carlyle Drive and Hanson Street		Proposed Zoning: PND
Parcel ID(s): 060-003828-00, 13-030390-00.000		Size of Area to be Rezoned: 14.627 ac
Number of Lots: 2	Present Zoning: CC	Present Use: Vacant Lot
Complete Where Applicable:		Existing Structures: N/A
Engineer/Surveyor: <u>Geographics</u>		
Builder: <u>Wallick Construction</u>		
		Proposed Use: Senior Housing Campus
III. PROPERTY OWNER OF RECORD		
Property Owner Name(s): JOHN C. LUCAS TRUSTEE Willam C. Davis Trust		Property Owner Address(s): 2 Miranova Place, Suite 700, Columbus, Ohio 43215
IV. APPLICANT INFORMATION		
Applicant Name: Wallick Asset Management attn. Nicole Boyer		
Applicant Address: 6880 Tussing Road, Reynoldsburg, Ohio 43068		
Applicant Phone Number: 614-552-5929		Applicant Email: nboyer@wallick.com
I. PROJECT TYPE		
☒ District Amendment (Rezoning) (\$750 Residential plus \$50 per lot/\$1,000 Non-Residential)		
☐ Amendment of Development Plan or Text (\$500)		
☐ Major Site Plan (\$500)		

Applicant Signature: John C. Lucas, Trustee Date: 11-29-16
*By signing this application, I certify that I am the owner of the property or the owner's agent, and that the work is authorized with the full knowledge of the owner. *

****OFFICE USE ONLY****

Additional Notes:	Zoning Information	Planning Com. Meeting	City Council Meeting
	☐ Historic District	Date: _____	Date: _____
	☐ CC Overlay	☐ Approved as Submitted	☐ Approved as Submitted
		☐ Approved w/ Conditions	☐ Approved w/ Conditions
		☐ Tabled	☐ Tabled
		☐ Denied	☐ Denied
	Add'l Approvals Req'd	Planning Admin: _____ Date: _____	
	☐ DRB	Clerk of Council: _____ Date: _____	
	☐ BZBA		

Purchase and Sale Agreement**Exhibit B****Legal Description of the Property****9.006 Acres – Franklin County**

Situated in the County of Franklin, in the State of Ohio and in the City of Reynoldsburg, and bounded and described as follows:

Being Reserve “D” of Ludlow Subdivision, as the same is numbered and delineated upon the recorded plat thereof, in Plat Book 33, pages 72 and 73, Recorder’s Office, Franklin County, Ohio.

Subject to all restrictions, rights-of-way, and easements, if any, of previous record.

Parcel No. 060-003828-00

5.63 Acres – Licking County

Situated in the County of Licking, in the State of Ohio, and in the City of Reynoldsburg, and bounded and described as follows:

Being Reserve “A” of GLEN CREST AMENDED SUBDIVISION, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 7, pages 176, Recorder’s Office, Licking County, Ohio.

Parcel No. 13-030390-00.000

Proposed Planned Neighborhood Development Application

CURRENT ZONING: (CC) Community Commerce District

PROPOSED ZONING: (PNDD) Planned Neighborhood Development District

EXISTING PROPERTY ADDRESS: East Main Street, between Carlyle and Hanson Street

EXISTING PARCEL ID: 060-00.828-00 (8.992 acres - Franklin County)
13-030390-00.00 (5.635 acres - Licking County)

CURRENT OWNER: William C. Davis Trust

APPLICANT: Wallick Asset Management LLC, as the agent for Owner

DATE OF TEXT: December 6, 2016

CASE NUMBER:

INTRODUCTION:

Wallick Asset Management LLC (the "Applicant"), as the agent for Owner, is seeking consideration for the approval of a proposed development consisting of the construction and operation of a Senior Living Campus (the "Project") that will provide for Independent, Assisted Living, and Daycare facilities on the subject property, as shown on the attached Proposed Site Plan. The existing 14.6-acre parcel (the "Property") is currently undeveloped, and the entire property is zoned as a Community Commerce District (the "CCD"), as defined by the City of Reynoldsburg in the May 2015 Codified Ordinances of Reynoldsburg.

The subject Property is located on the North side of E. Main Street directly between Carlyle Drive to the West and Hanson Street to the East. The Property is surrounded on 3 sides by,

- an AR-3 District to the west,
- an R-4 single and two-family residential district to the north, and
- an R-20 Townhouse district and Community Commerce District to the east.

The Applicant desires to amend the current zoning designation from a CCD to accommodate a Planned Neighborhood Development District (the "PNDD"), which would provide great compatibility with the surrounding residential sites. The proposed development will feature a senior campus that focuses on providing a Continuum of Care Model for residents of the City of Reynoldsburg.

The "Project" will include three (3) key components, each providing their own unique model of housing and services to residents, including:

1. Sub-Area A ("Phase I"):

A 60 unit, one-story, Senior Independent Living Community that will be constructed on approximately 7.9 acres at the western portion of the property and designed to R-20 District standards.

This initial phase of the proposed Project will serve as the catalyst to the entire campus, providing an accessible and enhanced community along the Main Street corridor that will continually enrich the lives of local seniors. The proposed development of Phase I will provide for 60 one-story, residential townhome units

in multiple buildings, constructed in a “row-style” setting. The unit mix is anticipated to consist of 30 one-bedroom units and 30 two-bedroom units.

Additionally, the Project will commit to an age-restricted development, serving only seniors ages 55 years and older, earning moderate incomes. This commitment will be evidenced with a recorded Land Use Restriction Agreement (the “LURA”) on the property for a minimum term of 30 years.

Seniors will enjoy and take pride in living in a warm and friendly neighborhood that embraces the values and vibrancy of the City of Reynoldsburg. To ensure this, both the design and community amenities will offer all of the comforts and safety of home. Open floor plans will maximize the amount of livable space, enabling those who may be downsizing from a larger home to retain their possessions.

Further, to encourage recreational activities and social interaction, amenities will include a separate one-story community building that will not only house the management/leasing office, but will also provide:

- A separate office for the Resident Service Coordinator who will assist the residents in accessing a wide range of programs and services through local non-profits and supportive service agencies.
- A large multi-purpose room that will provide a kitchenette, multiple seating areas, and a TV.
- A computer center which will allow residents to access free WiFi, printing, scanning, and faxing services.
- Laundry Facilities

2. Sub-Area B (“Phase II”):

A three-story, 120 room, 81,000 s.f. Home for the Aged/Residential Care Facility on approximately 4.5 acres at the south eastern portion of the property and designed to AR-3 District standards.

The second phase of the Project would feature a 120 room, Assisted Living Community which will offer personal and assisted living care services to its residents, as defined by the Ohio Administrative Code rules 3701-17 to 3701-17-26 and licensed by Ohio Department of Health.

The proposed development will provide 40 one bedroom suites and 80 studio suites (no kitchens) and will include multiple social destinations, restaurant-style dining and spacious private rooms and bathrooms, all under a single roof. The community will offer health and wellness classes, social activities, healthy flexible meal plan options as well as spiritual and educational opportunities.

3. Sub-Area C (“Phase III”):

A 1-story, 12,000 s.f. Child and Adult Daycare component on approximately 2.2 acres at the northeastern portion of the property and designed to AR-3 District standards.

The third and last phase of the Project will feature a daycare that will serve two populations, children and seniors. The proposed facility will provide daycare for up to 60 seniors and 60 children in separate, but attached, activity, dining, and staff service spaces, as well as separate outdoor spaces. The facility will be designed to accommodate intergenerational activity and will feature opportunities for children and seniors to interact through daily activities such as reading books, arts and crafts, and walks.

While many people are familiar with Daycare for Children, Adult Daycare is a lesser known service that is rapidly increasing as the population continues to age. Adult Daycare facilities provide care and companionship for older adults who need assistance during the day with services such as: exercise, health screenings, meals, physical therapy, education, recreations, socialization, medication management, and transportation.

The proposed intergenerational care model provides services to accommodate households in the City of Reynoldsburg, especially ones where adult children are torn between prioritizing the care of their young children and their aging parents. The proposed Daycare will feature adult care programs (as outlined above) as well as child-care programs in one center; providing the adult children with opportunities to ensure that all family members are cared for while they are working or doing other daily tasks.

Site Plan and Lot Split Approval:

This proposed development requires approval of the Site Plan and the lot splits of the Property. The lot splits will divide the property into the three different sub-areas outlined above. This procedure will occur after the final Site Plan is approved by the City.

The Applicant has met with the City Planner to discuss the proposed development of the Property, the applicable requirements and materials, the qualifying conditions, the review procedures, and the proposed development concept. The Applicant is submitting this application for consideration and approval.

SECTION 1183.01 – PURPOSE OF THE PNDD:

The proposed development on the Property will achieve the following purposes of a PNDD as outlined under Section 1183.01 of the City of Reynoldsburg Code:

1. Encourage creative, high quality site design practices in the development of residential areas.
The proposed development: (a) provides an opportunity to develop a vacant piece of land in close proximity to community services and amenities; (b) will provide a needed mix of senior housing and services for such seniors to allow existing residents to remain in the City of Reynoldsburg community; and (c) will provide jobs and tax base to the community through the creation of a new assisted living facility.
2. Encourage the creation and preservation of attractive and useful open spaces.
The proposed development will achieve these elements by enhancing the connectivity of preserved open space within the development and the adjacent public sidewalks. All internal open green space will be connected through walking paths including a new health and wellness path around the pond.

The assisted living facility will be adjacent to the senior independent living community to allow all residents the benefit of these enhancements on the site. In addition, educational and social programs will be developed to encourage resident participation both onsite and throughout the community and to provide the residents with access to other business and services throughout the City of Reynoldsburg.

3. Promote compatibility with, and complement existing developments and protect adjoining properties from adverse impacts.

The proposed development will, (a) develop a senior housing community on a vacant parcel of land by creating a campus that will allow residents to age-in-place and remain in the City of Reynoldsburg community; (b) encourage a mix of housing types and income levels on the same site; (c) create the availability and security needed (and expected) for the senior population of the City of Reynoldsburg community. The Project is compatible with, and will complement, the surrounding resident uses. The senior housing campus will provide new development without creating new traffic or noise disruptions for the existing neighborhood.

4. Promote safe and efficient pedestrian, bicycle, and vehicular movement.
Pursuant to the Site Plan, private roads will provide access to the interior of the site with curb cuts and access points being located off of secondary roads. The development will feature internal walking paths that will be connected to public sidewalks to encourage pedestrian and bicycle movement.

5. Promote efficient layout of infrastructure.

By redeveloping a landlocked and otherwise unusable section of a property for an expansion of the existing senior housing community in the City of Hilliard, the proposed development will create a campus that will allow residents to age-in-place and remain active in the City of Hilliard Community.

SECTION 1183.02(a)(5) – CURRENT ZONING DISTRICT AND USE OF THE SUBJECT PROPERTY:

The existing 14.6-acre parcel (the “Property”) is currently undeveloped, and the entire property is zoned as a CC - Community Commerce District.

SECTION 1183.02(a)(7) –COMPATIBILITY OF THE PROPOSED DEVELOPMENT:

The subject property is located on the North side of E. Main Street directly between Carlyle Drive to the West and Hanson Street to the East. Additionally, the property is also located in the Commercial Overlay District, as identified by the City of Reynoldsburg. The property is surrounded on 3 sides by (i) an AR-3 District to the West, (ii) an R-4 single and two-family residential district to the North, and (iii) an R-20 Townhouse district and Community Commerce District to the East.

Enhancing the development pattern along the Main Street corridor will help to maintain a high-quality community for residents and businesses, and create an environment to attract and support future economic development. Using this philosophy, the entire site was designed with three main principles:

- Enhance pedestrian mobility
- Accommodate multiple transportation options, and
- Improve landscaping and building appearance

To accomplish these objectives, the proposed development is designed to AR-3 and R-20 townhouse district standards. Using these standards, the development is able to achieve the following objectives:

1. Compatibility with existing uses of adjacent lots:

The use of the Project complements the surrounding neighborhood and the building architecture of the proposed development will be designed in a manner that will not only be compatible with, but will also complement the surrounding residential uses. The Project will include three (3) key components, each providing the own unique model of housing and services to residents, including:

- Sub-Area ‘A’, or Phase I, describes the independent senior living facility,
- Sub-Area ‘B’, or Phase II, describes the assisted living residential care facility, and
- Sub-Area ‘C’, or Phase III, describes the daycare facility

The existing uses of the adjacent lots are primarily residential in nature and include,

- a senior community to east,
- a single family and duplex homes to the north and east,
- a small office to the east, and
- a cemetery to the south

The proposed PNDD will not result in a significant adverse effect upon nearby properties. Instead, the proposed development will provide the City of Reynoldsburg, and its senior residents, with a new senior housing option that is economically affordable and located in a close, safe, modern and easily accessible location.

Additional benefits will be realized through the following objectives:

- Establish, and reinforce pedestrian orientation.
- Implement appropriate building and parking setback standards that accommodate the proposed development and establish continuity and consistency along the corridors.
- Provide the City with a new development that features landscaping, facade transparency, rear parking lots, user-friendly access, and appropriately scaled lighting and signage.

As evidenced in the provided impact calculation worksheets, the Project will have minimal impact on neighborhood traffic circulation and infrastructure. Private roads will provide access to the interior of the site with curb cuts and access points being located off of secondary roads. The development will feature internal walking paths that will be connected to public sidewalks to encourage pedestrian and bicycle movement.

Architecturally, sloped roofs and residential materials, including a mix of brick and vinyl horizontal, shake, and vertical siding, will provide a residential quality that will be reflective of the surrounding neighborhoods. Materials, lighting, and site work will enhance the property and seamlessly tie into the existing community. In addition, the Project will feature internal pathways to allow for resident circulation on-site as well as provide connectors to allow access to the multipurpose trail. All landscaping will meet the requirements as outlined in Chapter 1180 of the zoning code, and 15' landscape buffers will be provided as required. The details of the proposed modifications are further outlined in Section 1183.02(a)(9).

2. Compatibility with zoning districts of adjacent lots:

The proposed development contemplates expanding the senior housing options within the City of Reynoldsburg. The Property is bounded by a mixture of residential and commercial zoning districts including:

- AR-3 to the west
- R-4 to the north
- R-20 and CC to the east, and
- CC and S-1 to the south

The proposed PNDD will feature three sub-areas with AR-3 and R-20 Residential District Overlays to complement the existing uses and zoning of the adjacent lots.

3. Compatibility with the Land Use Plan and other plans of the City:

The PNDD zoning is not being used as a means to circumvent conventional zoning requirements, but rather as an opportunity to create a development that balances the residential neighborhoods and uses that are adjacent to the subject Property.

The Property is currently zoned as Community Commerce District (CC) and is on the eastern edge of the City Community Commercial Overlay district. A requested PNDD zoning will allow the Property owner to expand the senior living options in the City of Reynoldsburg by providing a campus that will offer independent and assisted living housing within the community. The proposed daycare will provide much needed services to the community as well as to the employees of the proposed development. The proposed zoning will provide an opportunity to increase the senior housing density through infill development of a vacant section of land in close proximity to proposed to community amenities.

The construction of this facility will help the city achieve the goals of the Franklin County Consolidated Plan by providing new senior housing and services through sustainable development of the community without

requiring the infusion of the City's limited resources. Once the Project is fully operational, the facility will provide new employment opportunities within the City.

SECTION 1183.02(a)(8) – STATEMENT OF BENEFITS:

The proposed development will achieve recognizable and substantial benefits. The following benefits will accrue to the City of Reynoldsburg community as a result of the proposed PNDD,

1. A complementary mix of land uses or housing types:

The proposed development will expand of the existing senior housing community by creating a campus that will allow residents to age-in-place and remain active in the City of Reynoldsburg Community. The Independent Living community will provide a new community for residents that are 55 years or older, as defined by a Restrictive Covenant and Use Agreement that will be recorded on the site.

The Residential Care Assisted Living facility will be marketed at a competitive price point that is lower than the comparable facilities in the community and will provide an economic housing option within the market. The new buildings will complement the existing homes that are adjacent to the property and will provide a mix of available housing types within the community. The plan also connects the open spaces within the developable area for internal use by the residents.

2. Preservation of common open space beyond the minimum required:

The proposed Site Plan provides more open common space than required by the Code. The Site Plan includes adding trees to the Project and improving the current storm water quality and site drainage by creating a detention pond and removing the low areas that do not drain.

3. Connectivity of preserved open space with adjacent open space and landscaping:

As depicted on the site plans, the open green space within the developable area shall be connected through walking paths including a health and wellness path around the pond for internal use by the residents. The plan connects to the public sidewalk that runs along the west and east edges of the property. The new development will feature improved landscaping that meets the minimum requirements as outlined by the City.

4. Coordinated development of vacant parcels:

This proposed PNDD will permit a new senior living campus on vacant parcels of land on a main corridor within the City of Reynoldsburg. The proposed independent living community, assisted living community, and daycare complement the adjacent residential use.

The proposed Site Plan allows for the maximum economic benefit for the Property while streamlining costs to the City, as building a new facility elsewhere would require greater expense on infrastructure, such as utilities and access roads.

SECTION 1183.02(a)(9):**Addressing each of the provisions set forth in 1183.04 Use Regulations and Development Standards.**

Development Standards	Required / Allowed	Proposed	Variance (Yes / No)
Permitted Use in Planned Neighborhood Development District 1183.04(a):	Single family dwelling; two-family dwelling; multiple family dwellings; public uses, semi-public uses, public service facility; accessory use, essential services; residential care facilities; non-commercial recreational uses.	Sub-area A: Multiple Family Dwellings (Independent Living) (R-20) Sub-area B: Residential Care Facility (AR-3) Sub-area C: Adult Daycare (RCF), Child Daycare (Semi-Public Use) (AR-3)	No
Max. Density of Dwelling Units 1183.04(b)	Shall not exceed 5 units per acre in the district and not 10 units per acre in any part of the district.	Sub-area A: 7.6 D.U. per acre Sub-area B: N/A* Sub-area C: N/A Total District: 4.1 D.U. per acre	No
Front Setback 1176.06 (a)	Major Arterial: 40 feet (E. Main St.)	Sub-area A: 40 feet Sub-area B: 50 feet Sub-area C: N/A	No
Side and Rear (Non-dwelling Uses Abutting Residential Districts 1175.08 (a)(b)	Semi-Public: 100 feet *Exception: Reduce to 50% if acceptable landscaping and screening are provided as approved by Design Review Board. (<i>fence or 15 feet landscape screening as req.</i>)	Sub-area A: N/A Sub-area B: N/A Sub-area C: 50 feet with 15 feet Landscape screening (<i>as required</i>)	No
Rear Yard - Table 1176.03	AR-3: 35 feet	Sub-area A: 35 feet Sub-area B: N/A (corner lot) Sub-area C: N/A (see above)	No
Side Yard – Table 1176.03	AR-3: 20 feet, Min. sum of side yards: 40 feet.	Sub-area A: 20 feet Sub-area B: 260 feet Sub-area C: 330 feet/62 feet	No
Lot Area per Dwelling – Table 1176.03	R-20: 2,000 square feet (Sub-area A) (2.75 acres required for 60 units)	Sub-area A: 7.9 acres provided Sub-area B: N/A * Sub-area C: N/A	No
Building Height – Table 1176.03	R20: 2.5 story, 35 feet (Sub-area A) AR-3: 3 story, 40 feet (Sub-area B,C)	Sub-area A: 1-story, 13 feet, 8 inches Sub-area B: 3-story, 37 feet, 8 inches Sub-area C: 1-story, 19 feet	No
Maximum Lot Coverage by building and Decks – Table 1176.03	R-20: 60% (Sub-area A) AR-3: 15% (Sub-area B,C)	Sub-area A: 17% Sub-area B: 14.2% Sub-area C: 13.7%	No
Floor Area Requirements for Dwellings – Table 1175.04	R-20: One bedroom – 700 square feet (sf) Two Bedroom – 700 square feet (sf)	Sub-area A: One Bedroom - 790 sf Two Bedroom – 940 sf Sub-area B: N/A* Sub-area C: N/A	No

Parking – Table 1179	Independent Living (Sub-area A): 1 per unit plus 1 per 5 units for visitors – 72 spaces Req'd. Residential Care Facility (Sub-area B): 1 per 8 beds plus 1 per employee based on largest shift – Approx. 35 spaces req'd. Adult Day Care: 1 per employee on largest shift plus 10 for visitors – approx. 20 req'd. Child Daycare: Determined by BZBA but not less than 1 per classroom – approx.. 4 req'd.	Sub-area A: 94 Spaces Sub-area B: 60 spaces Sub-area C: 24 spaces	No
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Special Provisions

Townhouse Front Yard Parking 1187.05(a)(1)	Sub-area A: Front Yard: 38 feet Rear Yard: 20' Side Yard: 6'	Sub-area A: Front Yard: 38' Rear Yard: 20' Min. Side Yard: 15' Min.	No
Townhouse Number of Units 1187.05(b)(1)	Sub-area A: Max. 8 dwellings in each row of townhouses.	Sub-area A: Max. 8 dwellings in each row of townhouses	No
Building Massing - 1187.06 (b)	AR Districts – Max. number of dwelling per building: 4	Sub-area B: N/A * Sub-area C: N/A	No
Open Space 1187.06(d)	Commons space shall be 30% of the lot or parcel.	Sub-area A: Approx. 52% open space Sub-area B: Approx. 56% open space Sub-area C: Approx. 54% open space Total District: Approx 54%	No

** Per Chapter 1131 (Dwelling), the rooms provided are not being considered dwelling units as they do not include provisions for cooking, and are part of a Home for the Aged as defined in Dwelling (g)*

SECTION 1183.02(a)(10) – OWNERSHIP and CONTROL:

William C. Davis Trust is the current owner of the Property. If the proposed development is approved, the property will be sold to a single purpose entity that is an affiliate of Wallick Asset Management LLC, (the “Applicant”). Affiliates of the Applicant will develop, construct, and manage the development.

SECTION 1183.02(a)(11) - PROPOSED DEVELOPMENT SCHEDULE AND ANTICIPATED DATES:

Subject to timely approvals and obtaining financing as anticipated, development could be completed in three phases; the first of which commencing in the Spring of 2018 and the subsequent phases to commence in a rolling 3-year period.

- Sub-area A (Phase I):
60-unit Senior Independent Living; Construction commence Spring of 2018 with a 12 to 14-month duration.
- Sub-area B (Phase II):
120 Room Residential Care Facility; Construction commence Spring of 2019 with a 14 to 16-month duration.
- Sub-area C (Phase III):
12,000 s.f Daycare Facility; Construction commence Spring of 2020 with a 12 -month duration.

INTENDED AGREEMENTS, PROVISIONS AND COVENANTS TO GOVERN THE USE OF THE DEVELOPMENT, APPROVAL OF BUILDING MATERIALS AND ARCHITECTURAL STYLES AND ANY COMMON OPEN SPACE AREAS TO BE PRESERVED.

If the Site Plan is approved, the owner of the Property will enter into the necessary easements and agreements, to be recorded against the property records, to reflect the following and to be based upon the needs of the proposed development.

Zoning Text – Planned Neighborhood Development District

CURRENT ZONING: (CC) Community Commerce District

PROPOSED ZONING: (PNDD) Planned Neighborhood Development District

EXISTING PROPERTY ADDRESS: East Main Street, between Carlyle and Hanson Street

EXISTING PARCEL ID: 060-00.828-00 (8.992 acres - Franklin County)
13-030390-00.00 (5.635 acres - Licking County)

CURRENT OWNER: William C. Davis Trust

APPLICANT: Wallick Asset Management LLC, as the agent for Owner

DATE OF TEXT: December 6, 2016

CASE NUMBER:

INTRODUCTION:

Wallick Asset Management LLC (the "Applicant"), as the agent for Owner, is seeking consideration for the approval of a proposed development consisting of the construction and operation of a Senior Living Campus (the "Project") that will provide for Independent, Assisted Living, and Daycare facilities on the subject property, as shown on the attached Proposed Site Plan. The existing 14.6-acre parcel (the "Property") is currently undeveloped, and the entire property is zoned as a Community Commerce District (the "CCD"), as defined by the City of Reynoldsburg in the May 2015 Codified Ordinances of Reynoldsburg.

The subject Property is located on the North side of E. Main Street directly between Carlyle Drive to the West and Hanson Street to the East. The Property is surrounded on 3 sides by,

- an AR-3 District to the west,
- an R-4 single and two-family residential district to the north, and
- an R-20 Townhouse district and Community Commerce District to the east.

The Applicant desires to amend the current zoning designation from a CCD to accommodate a Planned Neighborhood Development District (the "PNDD"), which would provide great compatibility with the surrounding residential sites. The proposed development will feature a senior campus that focuses on providing a Continuum of Care Model for residents of the City of Reynoldsburg.

The "Project" will include three (3) key components, each providing their own unique model of housing and services to residents, including:

1. Sub-Area A ("Phase I"):

A 60 unit, one-story, Senior Independent Living Community that will be constructed on approximately 7.9 acres at the western portion of the property and designed to R-20 District standards.

This initial phase of the proposed Project will serve as the catalyst to the entire campus, providing an accessible and enhanced community along the Main Street corridor that will continually enrich the lives of local seniors. The proposed development of Phase I will provide for 60 one-story, residential townhome units

in multiple buildings, constructed in a “row-style” setting. The unit mix is anticipated to consist of 30 one-bedroom units and 30 two-bedroom units.

Additionally, the Project will commit to an age-restricted development, serving only seniors ages 55 years and older, earning moderate incomes. This commitment will be evidenced with a recorded Land Use Restriction Agreement (the “LURA”) on the property for a minimum term of 30 years.

Seniors will enjoy and take pride in living in a warm and friendly neighborhood that embraces the values and vibrancy of the City of Reynoldsburg. To ensure this, both the design and community amenities will offer all of the comforts and safety of home. Open floor plans will maximize the amount of livable space, enabling those who may be downsizing from a larger home to retain their possessions.

Further, to encourage recreational activities and social interaction, amenities will include a separate one-story community building that will not only house the management/leasing office, but will also provide:

- A separate office for the Resident Service Coordinator who will assist the residents in accessing a wide range of programs and services through local non-profits and supportive service agencies.
- A large multi-purpose room that will provide a kitchenette, multiple seating areas, and a TV.
- A computer center which will allow residents to access free WiFi, printing, scanning, and faxing services.
- Laundry Facilities

2. Sub-Area B (“Phase II”):

A three-story, 120 room, 81,000 s.f. Home for the Aged/Residential Care Facility on approximately 4.5 acres at the south eastern portion of the property and designed to AR-3 District standards.

The second phase of the Project would feature a 120 room, Assisted Living Community which will offer personal and assisted living care services to its residents, as defined by the Ohio Administrative Code rules 3701-17 to 3701-17-26 and licensed by Ohio Department of Health.

The proposed development will provide 40 one bedroom suites and 80 studio suites (no kitchens) and will include multiple social destinations, restaurant-style dining and spacious private rooms and bathrooms, all under a single roof. The community will offer health and wellness classes, social activities, healthy flexible meal plan options as well as spiritual and educational opportunities.

3. Sub-Area C (“Phase III”):

A 1-story, 12,000 s.f. Child and Adult Daycare component on approximately 2.2 acres at the northeastern portion of the property and designed to AR-3 District standards.

The third and last phase of the Project will feature a daycare that will serve two populations, children and seniors. The proposed facility will provide daycare for up to 60 seniors and 60 children in separate, but attached, activity, dining, and staff service spaces, as well as separate outdoor spaces. The facility will be designed to accommodate intergenerational activity and will feature opportunities for children and seniors to interact through daily activities such as reading books, arts and crafts, and walks.

While many people are familiar with Daycare for Children, Adult Daycare is a lesser known service that is rapidly increasing as the population continues to age. Adult Daycare facilities provide care and companionship for older adults who need assistance during the day with services such as: exercise, health screenings, meals, physical therapy, education, recreations, socialization, medication management, and transportation.

The proposed intergenerational care model provides services to accommodate households in the City of Reynoldsburg, especially ones where adult children are torn between prioritizing the care of their young children and their aging parents. The proposed Daycare will feature adult care programs (as outlined above) as well as child-care programs in one center; providing the adult children with opportunities to ensure that all family members are cared for while they are working or doing other daily tasks.

Site Plan and Lot Split Approval:

This proposed development requires approval of the Site Plan and the lot splits of the Property. The lot splits will divide the property into the three different sub-areas outlined above. This procedure will occur after the final Site Plan is approved by the City.

The Applicant has met with the City Planner to discuss the proposed development of the Property, the applicable requirements and materials, the qualifying conditions, the review procedures, and the proposed development concept. The Applicant is submitting this application for consideration and approval.

PROPOSED CHARACTER OF THE PLANNED NEIGHBORHOOD DEVELOPMENT DISTRICT

The proposed development contemplates expanding the senior housing options within the City of Reynoldsburg. All buildings are designed to complement the surrounding architecture. Sloped roofs and residential materials, including a mix of brick and vinyl horizontal, shake, and vertical siding, will provide a residential quality that will enhance the adjacent residential neighborhoods. All landscaping will meet the requirements as outlined in Chapter 1180 of the zoning code. The details of the proposed modifications are outlined below. Parcel 'A' describes the existing independent senior living facility, Parcel 'B' describes the planned residential care facility, and Parcel 'C' describes the daycare facility.

ZONING SUMMARY

Development Standards	Required / Allowed	Proposed	Variance (Yes / No)
Permitted Use in Planned Neighborhood Development District 1183.04(a):	Single family dwelling; two-family dwelling; multiple family dwellings; public uses, semi-public uses, public service facility; accessory use, essential services; residential care facilities; non-commercial recreational uses.	Sub-area A: Multiple Family Dwellings (Independent Living) (R-20) Sub-area B: Residential Care Facility (AR-3) Sub-area C: Adult Daycare (RCF), Child Daycare (Semi-Public Use) (AR-3)	No
Max. Density of Dwelling Units 1183.04(b)	Shall not exceed 5 units per acre in the district and not 10 units per acre in any part of the district.	Sub-area A: 7.6 D.U. per acre Sub-area B: N/A* Sub-area C: N/A Total District: 4.1 D.U. per acre	No
Front Setback 1176.06 (a)	Major Arterial: 40 feet (E. Main St.)	Sub-area A: 40 feet Sub-area B: 50 feet Sub-area C: N/A	No
Side and Rear (Non-dwelling Uses Abutting Residential Districts 1175.08 (a)(b)	Semi-Public: 100 feet *Exception: Reduce to 50% if acceptable landscaping and screening are provided as approved by Design Review Board. (<i>fence or 15 feet landscape screening as req.</i>)	Sub-area A: N/A Sub-area B: N/A Sub-area C: 50 feet with 15 feet Landscape screening (<i>as required</i>)	No

Rear Yard - Table 1176.03	AR-3: 35 feet	Sub-area A: 35 feet Sub-area B: N/A (corner lot) Sub-area C: N/A (see above)	No
Side Yard – Table 1176.03	AR-3: 20 feet, Min. sum of side yards: 40 feet.	Sub-area A: 20 feet Sub-area B: 260 feet Sub-area C: 330 feet/62 feet	No
Lot Area per Dwelling – Table 1176.03	R-20: 2,000 square feet (Sub-area A) (2.75 acres required for 60 units)	Sub-area A: 7.9 acres provided Sub-area B: N/A * Sub-area C: N/A	No
Building Height – Table 1176.03	R20: 2.5 story, 35 feet (Sub-area A) AR-3: 3 story, 40 feet (Sub-area B,C)	Sub-area A: 1-story, 13 feet, 8 inches Sub-area B: 3-story, 37 feet, 8 inches Sub-area C: 1-story, 19 feet	No
Maximum Lot Coverage by building and Decks – Table 1176.03	R-20: 60% (Sub-area A) AR-3: 15% (Sub-area B,C)	Sub-area A: 17% Sub-area B: 14.2% Sub-area C: 13.7%	No
Floor Area Requirements for Dwellings – Table 1175.04	R-20: One bedroom – 700 square feet (sf) Two Bedroom – 700 square feet (sf)	Sub-area A: One Bedroom - 790 sf Two Bedroom – 940 sf Sub-area B: N/A* Sub-area C: N/A	No
Parking – Table 1179	Independent Living (Sub-area A): 1 per unit plus 1 per 5 units for visitors – 72 spaces Req'd. Residential Care Facility (Sub-area B): 1 per 8 beds plus 1 per employee based on largest shift – Approx. 35 spaces req'd. Adult Day Care: 1 per employee on largest shift plus 10 for visitors – approx. 20 req'd. Child Daycare: Determined by BZBA but not less than 1 per classroom – approx.. 4 req'd.	Sub-area A: 94 Spaces Sub-area B: 60 spaces Sub-area C: 24 spaces	No

Special Provisions

Townhouse Front Yard Parking 1187.05(a)(1)	Sub-area A: Front Yard: 38 feet Rear Yard: 20' Side Yard: 6'	Sub-area A: Front Yard: 38' Rear Yard: 20' Min. Side Yard: 15' Min.	No
Townhouse Number of Units 1187.05(b)(1)	Sub-area A: Max. 8 dwellings in each row of townhouses.	Sub-area A: Max. 8 dwellings in each row of townhouses	No
Building Massing - 1187.06 (b)	AR Districts – Max. number of dwelling per building: 4	Sub-area B: N/A * Sub-area C: N/A	No

Open Space 1187.06(d)	Commons space shall be 30% of the lot or parcel.	Sub-area A: Approx. 52% open space Sub-area B: Approx. 56% open space Sub-area C: Approx. 54% open space Total District: Approx 54%	No
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** Per Chapter 1131 (Dwelling), the rooms provided are not being considered dwelling units as they do not include provisions for cooking, and are part of a Home for the Aged as defined in Dwelling (g)*

OWNERSHIP and CONTROL:

William C. Davis Trust is the current owner of the Property. If the proposed development is approved, the property will be sold to a single purpose entity that is an affiliate of Wallick Asset Management LLC, (the "Applicant"). Affiliates of the Applicant will develop, construct, and manage the development.

PROPOSED DEVELOPMENT SCHEDULE AND ANTICIPATED DATES:

Subject to timely approvals and obtaining financing as anticipated, development could be completed in three phases; the first of which commencing in the Spring of 2018 and the subsequent phases to commence in a rolling 3-year period.

- Sub-area A (Phase I):
60-unit Senior Independent Living; Construction commence Spring of 2018 with a 12 to 14-month duration.
- Sub-area B (Phase II):
120 Room Residential Care Facility; Construction commence Spring of 2019 with a 14 to 16-month duration.
- Sub-area C (Phase III):
12,000 s.f Daycare Facility; Construction commence Spring of 2020 with a 12 -month duration.

INTENDED AGREEMENTS, PROVISIONS AND COVENANTS TO GOVERN THE USE OF THE DEVELOPMENT, APPROVAL OF BUILDING MATERIALS AND ARCHITECTURAL STYLES AND ANY COMMON OPEN SPACE AREAS TO BE PRESERVED.

If the Site Plan is approved, the owner of the Property will enter into the necessary easements and agreements, to be recorded against the property records, to reflect the following and to be based upon the needs of the proposed development.

Parcel Number	Property Owner	Attention of:	Street Number	Street Name	City	State	Zip
Franklin County							
060-003455	Livco Co		4525	Harbor Blvd	Columbus	OH	43232
060-003454	Livco Co		4525	Harbor Blvd	Columbus	OH	43232
060-003453	Livco Co		4525	Harbor Blvd	Columbus	OH	43232
060-003452	Livco Co		4525	Harbor Blvd	Columbus	OH	43232
060-003451	Livco Co		4525	Harbor Blvd	Columbus	OH	43232
060-003450	Livco Co		4525	Harbor Blvd	Columbus	OH	43232
060-003449	Livco Co		4525	Harbor Blvd	Columbus	OH	43232
060-003448	Livco Co		4525	Harbor Blvd	Columbus	OH	43232
060-003447	Livco Co		4525	Harbor Blvd	Columbus	OH	43232
060-003446	Freddie J. Firebaugh		1151	Crestview Street	Reynoldsburg	OH	43068
060-003445	Andrew Stacy		1390	Carlyle Drive	Reynoldsburg	OH	43068
060-003444	Maplewood Properties			P.O. Box 329	Etna	OH	43018
060-003829	John C Lucas Trust	Corelogic Commercial	1500	Solona Blvd. Bldg 1	Roanoke	TX	76262
060-006070	John C Lucas Trust	Corelogic Commercial	1500	Solona Blvd. Bldg 1	Roanoke	TX	76262
060-001087	Glen Rest Memorial		8029	E Main Street	Reynoldsburg	OH	43068
060-001088	Glen Rest Memorial		8029	E Main Street	Reynoldsburg	OH	43068
Licking County							
013-030390	John C Lucas Succesor Trustee		2	Miranova Pl	Columbus	OH	43215
013-031062	Susan Keifer		8143	Goldsmith Drive	Reynoldsburg	OH	43068

Geo-Graphics, Inc.
Land Surveying & Civil Engineering

George W. Schweitzer, PS, PE
 President

3331 Livingston Avenue
 Columbus, Ohio 43227

December 8, 2016

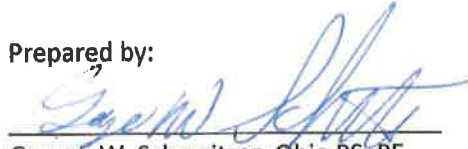
FACILITIES DEMAND WORKSHEET

1. Water	
Phase I	60 townhomes at 320 gpd / unit = 19200 gpd
Phase II	120 room assisted living units 30 employees 120 residents at 220 gpd = 26400 gpd 30 non-resident employees at 60 gpd = 1800 gpd = 28200 gpd
Phase III	12000 sf adult/child daycare 240 attendees at 30 gpd = 7200 gpd 40 employees at 60 gpd = 2400 gpd 40 visitors at 20 gpd = 800 gpd = 10400 gpd
TOTAL for all three Phases = 57800 gpd	

Pressure requirements 60-80 psi

2. Sanitary Sewer	
Phase I	60 townhomes at 300 gpd / unit = 18000 gpd
Phase II	120 room assisted living units 30 employees 120 residents at 200 gpd = 24000 gpd 30 employees at 55 gpd = 1650 gpd = 25650 gpd
Phase III	12000 sf adult/child daycare 240 attendees at 25 gpd = 6000 gpd 40 employees at 55 gpd = 2200 gpd 40 visitors at 15 gpd = 600 gpd = 8800 gpd
TOTAL for all three Phases = 52450 gpd	

Prepared by:


 George W. Schweitzer, Ohio PS, PE
 Geo-Graphics, Inc., President



N:\2016\16126\Facilities worksheet.docx



December 7, 2016

Mr. George Schweitzer, PE, PS
Geo-Graphics, Inc.
3331 Livingston Avenue
Columbus, OH 43227

Re: Reynoldsburg Senior Housing
City of Reynoldsburg, Franklin County, Ohio

Dear George:

Please consider this letter a summary of the trip generation for the subject development that will need to be incorporated into the City of Reynoldsburg's Facilities Demand Worksheet. The City will likely need to see the background to the traffic numbers in the Facilities Demand Worksheet, so please forward it to them when you submit.

BACKGROUND

The subject site is proposed to be developed with senior housing land uses and is located on the north side of Main Street (US 40) between Carlyle Drive and Hanson Street. The proposed site does not have direct access to Main Street (US 40). The City of Reynoldsburg's Development Handbook contains a Facilities Demand Worksheet that has a section related to traffic that is used to determine what type of traffic study, if any, needs to be performed.

The site is proposed to be developed in three phases. Phase 1 is to include 60 townhomes that are restricted to senior adults. Phase 2 adds 120 rooms of assisted living. Phase 3 will include a 12,000 SF adult/child day care.

TRIP GENERATION ANALYSIS

In traffic engineering, the accepted method for computing trip generation is utilizing data from the *Trip Generation Manual* published by the Institute of Transportation Engineers (ITE). The land uses "Senior Adult Housing-Attached" (ITE Code #252), "Assisted Living" (ITE Code #254), and "Day Care Center" (ITE Code #565) were used to represent the site. Note that the "Day Care Center" in the *Trip Generation Manual* is specific to pre-school age children. There is not data available in the *Trip Generation Manual* for an adult daycare.

Tables 1 and 2 which are attached show a summary of the weekday trip generation calculations for the land uses which includes both the peak hour of the adjacent street and the peak hour of the generator. Note that the *Trip Generation Manual, 9th Edition* does not have any data for the directional distribution (entering and exiting) for "Senior Adult Housing-Attached" for the peak hour of the generator. Therefore, the directional distribution (entering and exiting) given for "Senior Adult Housing-Attached" (ITE Code #252) peak hour of adjacent street was applied. Since there are three land uses, the peak hour of the

Reynoldsburg Senior Housing Traffic Analysis
City of Reynoldsburg, Franklin County, Ohio

Smart Services, Inc.
12/07/2016

generator likely does not occur in the same hour for all land uses so totaling the trips is likely not an appropriate representation.

Referencing the tables, the input to Section 3b of the Facilities Demand Worksheet would be as follows:

1408 ADT

	Generator Peak	Adjacent Street Peak	Peak Hour
Phases 1,2,3	* AM	<u>173</u> AM	<u>173</u> AM
	* PM	<u>186</u> PM	<u>186</u> PM
Phases 1&2	* AM	<u>27</u> AM	<u>27</u> AM
	* PM	<u>38</u> PM	<u>38</u> PM

*=Since there are three land uses on the site, the peak hour generator likely does not occur in the same hour for all land uses so totaling the trips is likely not an appropriate representation.

CONCLUSIONS

Since traffic studies are typically performed for the peak hour of adjacent street and there is not sufficient information to determine the hours of the peak hour generator, the conclusions are based on the adjacent street peak data which occurs within a two hour window in each peak hour.

Based on the trip generation calculations, the proposed development will generate 186 trips during the peak hour of adjacent street after all phases have been constructed. However, under 50 trips (38 trips) will be generated after phases 1 & 2 are complete. For full development of the site, an access study will be required in accordance to Sections 3c and 3d of the Facilities Demand Worksheet. The definition of a traffic access study provided in Section 3ai states that an access study is to be used for projects generating 50-200 trips. The projected trips for the proposed expansion does not fall into this range until the third phase have been constructed.

Please let me know if you have any questions. Thank you.

Sincerely,
SMART SERVICES, INC.



Registered Engineer No. E-64507, Ohio
Todd J. Stanhope, PE, PTOE
Director of Traffic Engineering

12-07-2016
Date



Submitted: One electronic copy (PDF format) via e-mail





Traffic Study Subarea	Land Use	Time of Day	Data Set from: Trip Generation Manual, 9th Edition (Unless noted Otherwise)	Override with Average	Regression Equation from: Trip Generation Manual 9th Edition	Total Trips	Entering		Exiting	
							%	Total Trips	%	Total Trips
Phase 1	Senior Adult Housing-Attached (ITE Code #252) Ind. Variable (X) = 60 Occupied Dwelling Units	Daily	Weekday	☐	$T=2.98(X)^{.75}+1.05$	200	50%	100	50%	100
		AM Peak	Peak Hour of Adj. Street Traffic, One Hour between 7 & 9 AM	☐	$T=0.20(X)^{.75}+1.66$	10	35%	4	65%	6
		PM Peak	Peak Hour of Adj. Street Traffic, One Hour between 4 & 6 PM	☐	$T=0.24(X)^{.75}+2.11$	12	60%	7	40%	5
				☐						
Phase 2	Assisted Living (ITE Code #254) Ind. Variable (X) = 120 Beds	Daily	Weekday	☐	Average Rate= 2.66	319	50%	160	50%	159
		AM Peak	Peak Hour of Adj. Street Traffic, One Hour between 7 & 9 AM	☐	Average Rate= 0.14	17	65%	11	35%	6
		PM Peak	Peak Hour of Adj. Street Traffic, One Hour between 4 & 6 PM	☐	Average Rate= 0.22	26	44%	11	56%	15
				☐						
Phase 3	Day Care Center (ITE Code #565) Ind. Variable (X) = 12 1000 SF Gross Floor Area	Daily	Weekday	☐	Average Rate= 74.06	889	50%	445	50%	444
		AM Peak	Peak Hour of Adj. Street Traffic, One Hour between 7 & 9 AM	☐	Average Rate= 12.18	146	53%	77	47%	69
		PM Peak	Peak Hour of Adj. Street Traffic, One Hour between 4 & 6 PM	☐	Average Rate= 12.34	148	47%	70	53%	78
				☐						
TOTALS		Daily AM Peak PM Peak			☐	1408 173 186		705 92 88		703 81 98

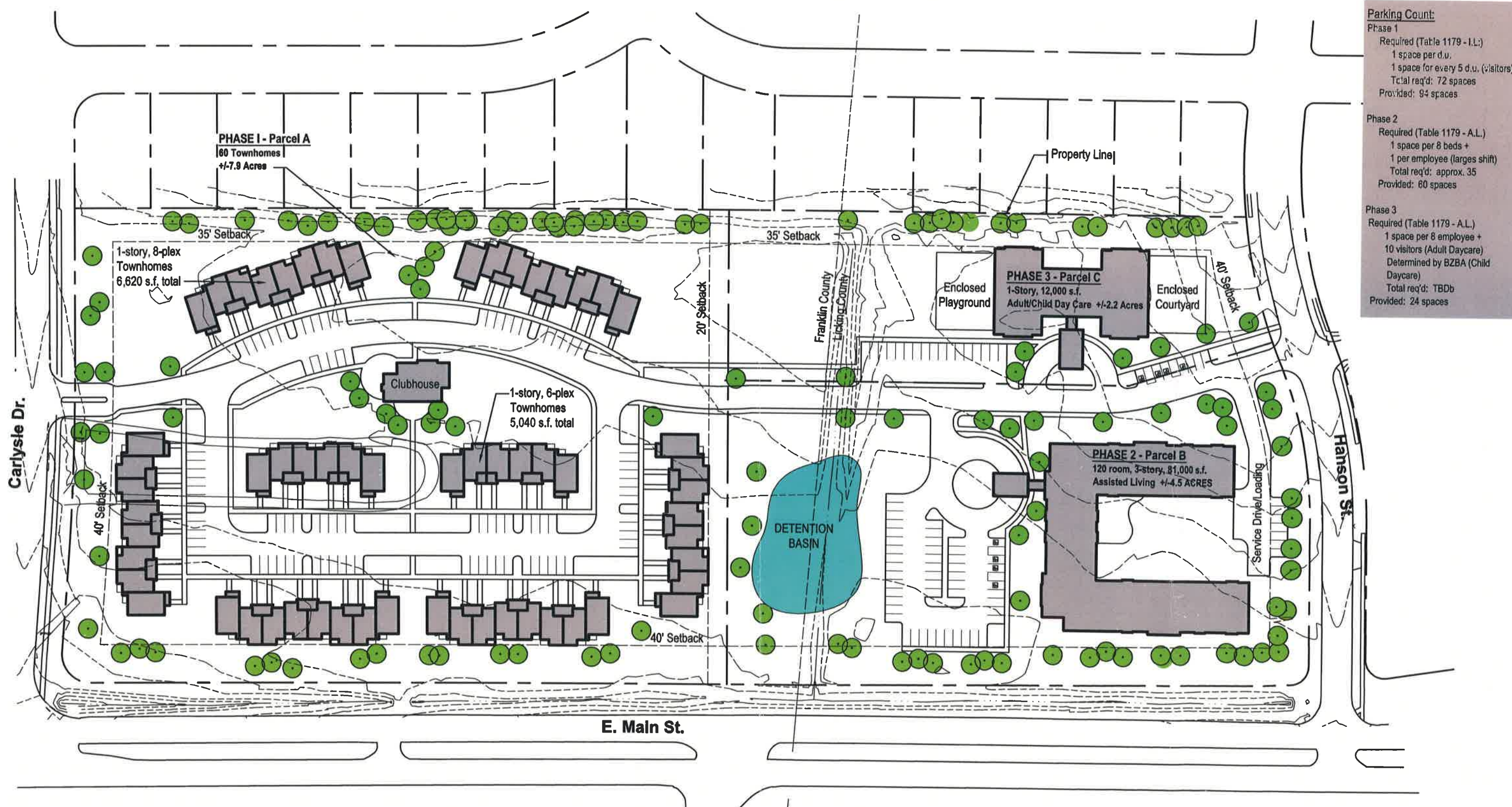
Reynoldsburg Senior Housing Traffic Impact Study - 12/2016

TABLE 1 - SITE TRIP GENERATION SUMMARY

Traffic Study Subarea	Land Use	Time of Day	Data Set from: <i>Trip Generation Manual, 9th Edition</i> (Unless noted Otherwise)	Regression Equation from: <i>Trip Generation Manual 9th Edition</i>	Entering		Exiting	
					%	Total Trips	%	Total Trips
Phase 1	Senior Adult Housing-Attached (ITE Code #252) Ind. Variable (X) = 60.0 Occupied Dwelling Units	AM Peak	AM Peak Hour of Generator	Average Rate= 0.39	35%	8	65%	15
		PM Peak	PM Peak Hour of Generator	Average Rate= 0.31	60%	11	40%	8
Phase 2	Assisted Living (ITE Code #254) Ind. Variable (X) = 120.0 Beds	AM Peak	AM Peak Hour of Generator	Average Rate= 0.18	67%	15	33%	7
		PM Peak	PM Peak Hour of Generator	$\ln(T) = 0.79 \ln(X) - 0.06$	47%	19	53%	22
Phase 3	Day Care Center (ITE Code #565) Ind. Variable (X) = 12.0 1000 SF Gross Floor Area	AM Peak	AM Peak Hour of Generator	Average Rate= 13.44	53%	85	47%	76
		PM Peak	PM Peak Hour of Generator	Average Rate= 13.75	47%	78	53%	87

Reynoldsburg Senior Housing Traffic Impact Study - 12/2016

TABLE 2 - SITE TRIP GENERATION SUMMARY



Parking Count:	
Phase 1	
Required (Table 1179 - I.L.)	1 space per d.u.
	1 space for every 5 d.u. (visitors)
Total req'd:	72 spaces
Provided:	94 spaces
Phase 2	
Required (Table 1179 - A.L.)	1 space per 8 beds +
	1 per employee (larges shift)
Total req'd:	approx. 35
Provided:	60 spaces
Phase 3	
Required (Table 1179 - A.L.)	1 space per 8 employee +
	10 visitors (Adult Daycare)
	Determined by BZBA (Child Daycare)
Total req'd:	TBD
Provided:	24 spaces

PROPOSED SITE PLAN

SCALE: 1" = 100'-0"

0 50' 100'



A-1

December 2, 2016

rdla: #16170

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RDL
ARCHITECTS

RDL ARCHITECTS
16102 Chagrin Blvd. Suite 200
Shaker Heights, Ohio 44120
T: 216-752-4300 F: 216-752-4301
www.rdlarchitects.com

REYNOLDSBURG SENIOR HOUSING
REYNOLDSBURG, OHIO

Wallick Communities
6880 Tussing Rd.
Reynoldsburg, Ohio 43068



Site Context 1

Site Context 2



Site Context 3



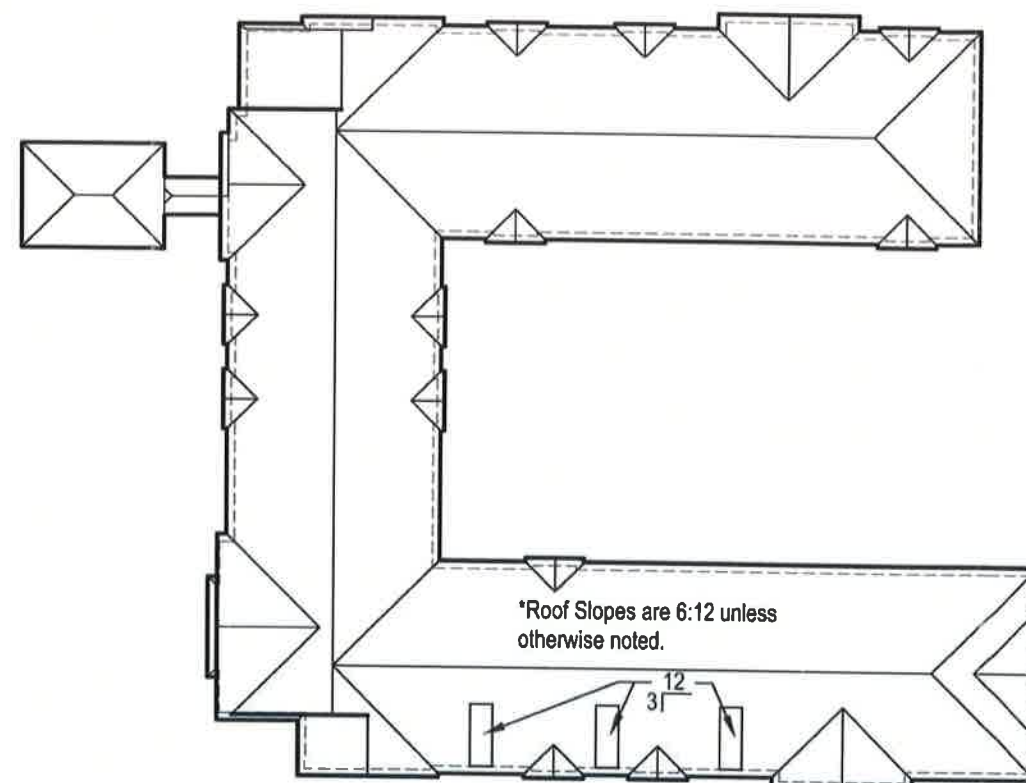
SITE CONTEXT

A-2



1

Elevation @ Porte-Cochere

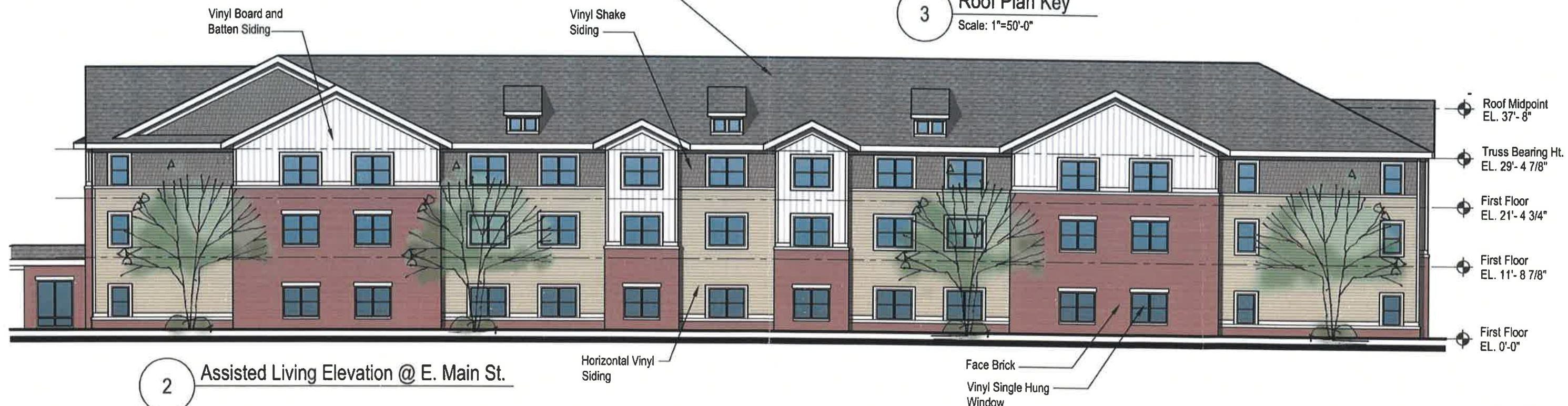


Elevation @ E. Main St.

3

Roof Plan Key

Scale: 1"=50'-0"



2

Assisted Living Elevation @ E. Main St.

ASSISTED LIVING ELEVATION

REYNOLDSBURG SENIOR HOUSING
REYNOLDSBURG, OHIO
RDL
 ARCHITECTS

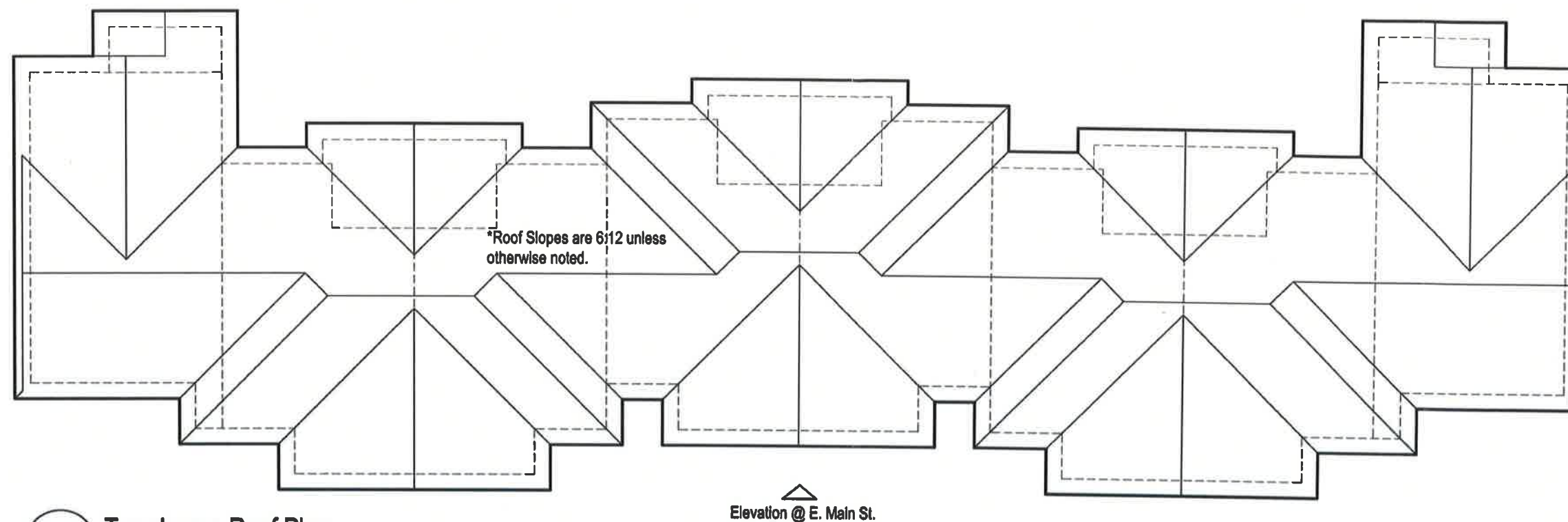
RDL ARCHITECTS
 16102 Chagrin Blvd. Suite 200
 Shaker Heights, Ohio 44120
 T: 216-752-4300 F: 216-752-4301

December 2, 2016

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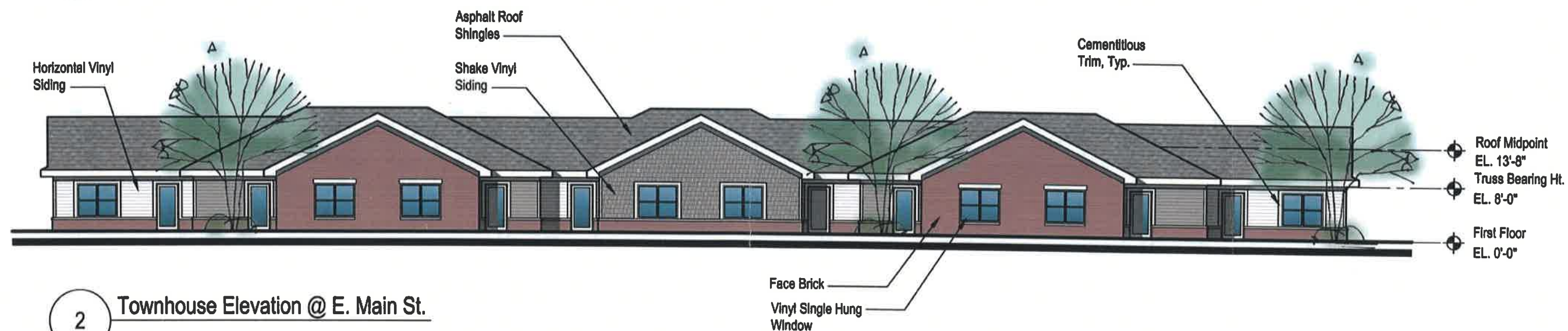
SCALE: 1/16" = 1'-0"


Wallick Communities
 6880 Tussing Rd.
 Reynoldsburg, OH



1

Townhouse Roof Plan



2

Townhouse Elevation @ E. Main St.

TOWNHOUSE ELEVATION

REYNOLDSBURG SENIOR HOUSING
REYNOLDSBURG, OHIO
RDL
 ARCHITECTS

RDL ARCHITECTS
 16102 Chagrin Blvd. Suite 200
 Shaker Heights, Ohio 44120
 T: 216-752-4300 F: 216-752-4301
 www.rdlarchitects.com

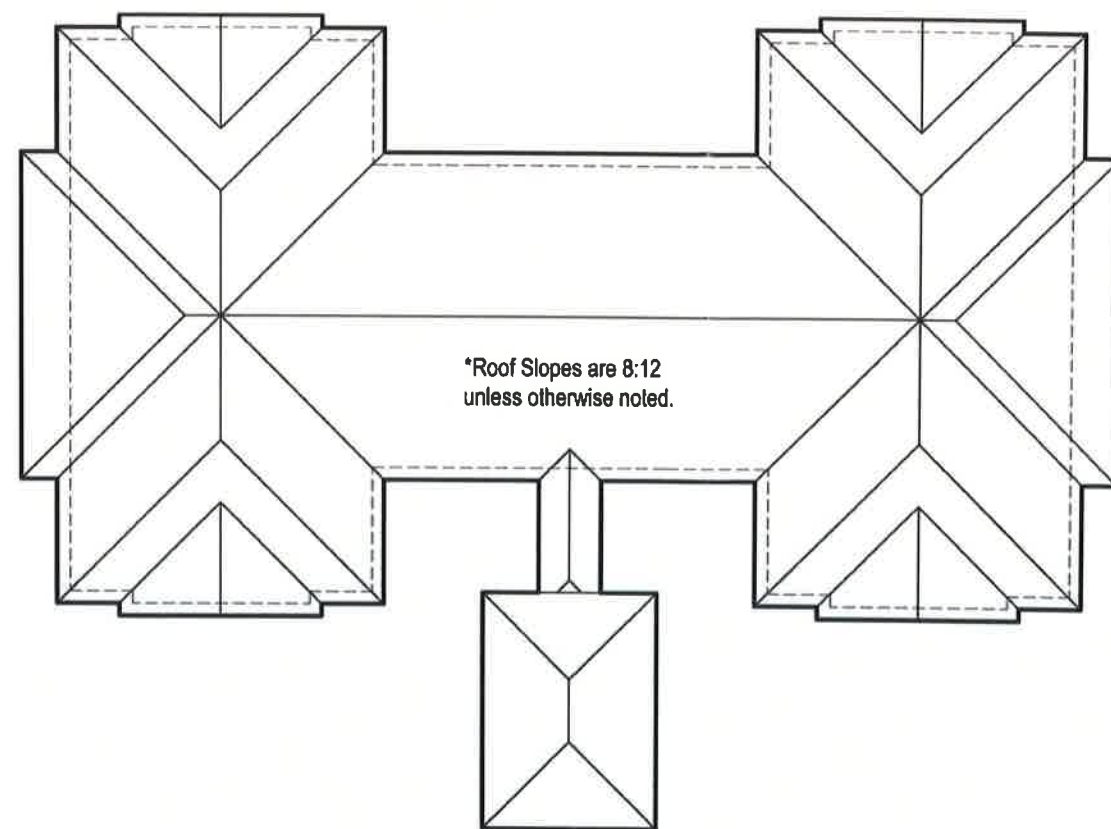
December 2, 2016

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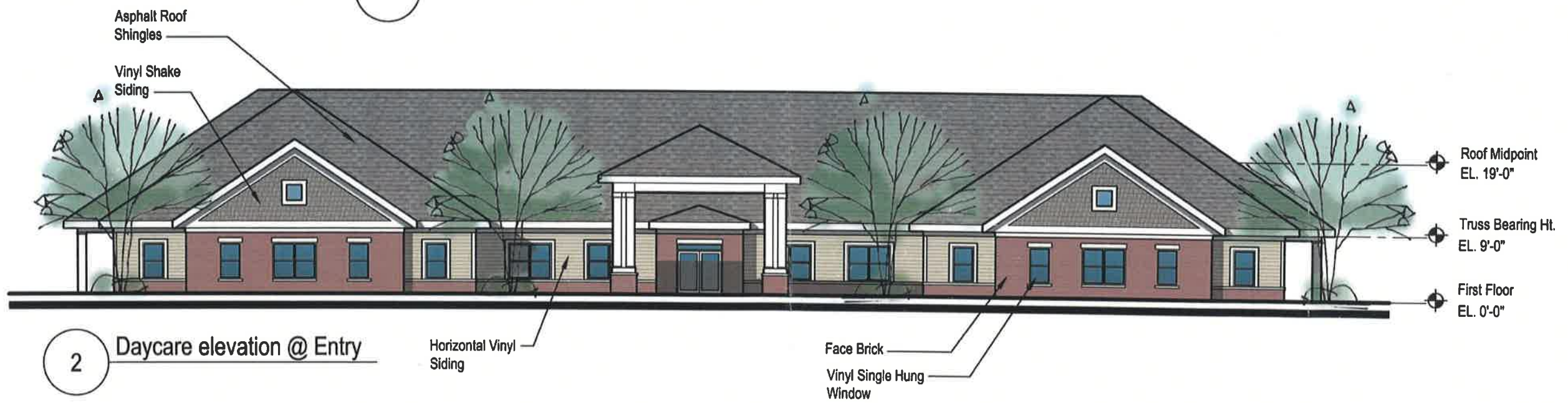
SCALE: 1/16" = 1'-0"


Wallick Communities
 6880 Tussing Rd.
 Reynoldsburg, Ohio 43068

A-4



1 Roof Plan Key
Elevation @ Entry



2 Daycare elevation @ Entry

DAYCARE ELEVATION

Key Risk Indicators:

BENEFITS TO THE CITY AND THE SURROUNDING NEIGHBORHOOD:**Mitigating Factors:**

In addition to providing a quality, safe, and affordable housing option for the growing senior population, the proposed development will also provide the City and the surrounding neighborhood with other substantial benefits including but not limited to,

- Job and Revenue Creation
- Contribution to Future Economic Development
- Enhancing Connectivity & Pedestrian Safety

Job & Revenue Creation:

- The proposed development will create both **IMMEDIATE** and **LONG-TERM** employment opportunities.
- The independent and assisted living facilities are expected to generate **more than 65** new, long-term, employment opportunities. Of which, approximately **70%** (or 45) of these jobs would be for **Full-Time Employees** ("FTE's").
- **The City of Reynoldsburg would benefit from more than \$40,000 of annual Income Tax Revenue.**

Contribution to Future Economic Development:

- The local economy benefits both directly (receipt of funds spent on materials, labor, etc.) and indirectly (job creation to local suppliers & material providers) from the housing construction and long-term operations of the development.
- Further, newly created employment opportunities, both short and long-term, will induce additional consumer spending within the local economy.
- Existing corridors will be enhanced to improve pedestrian mobility, accommodate multiple transportation options, improve landscaping, and building appearances which will assist in creating an environment to attract and support future economic development.

Enhancing Connectivity & Pedestrian Safety:

- New pedestrian sidewalks along E. Main St, Carlyle Dr., and Hanson St. will be provided to improve pedestrian walkability and safety, while enhancing the streetscape along a major corridor.
- A newly constructed private road will provide access to the interior of the site with curb cuts and access points being located off Carlyle Dr. and Hanson Rd.

Contribution to Franklin County Consolidated Plan:

- The proposed development will also assist the City of Reynoldsburg with fulfilling its agreement with the Franklin County Board of Commissioners (Resolution No. 64-14, dated and approved September 3rd, 2014) to cooperate in the undertaking, or assist in the undertaking, of essential community renewal and lower income housing assistance activities.
- There is only **one (1) age-restricted Tax Credit development** within the Reynoldsburg Site PMA, Stratford East Senior Living, which is located more than 5-miles away from the proposed development.
- **The subject project will represent the first age-restricted Tax Credit project in the immediate Reynoldsburg market and will be the 1st age-restricted Tax Credit development built in the region in more than 10-years; thus filling a significant void within the local community.**

**SITE PLAN AND
DESIGN
CONCERNS:****Mitigating Factors:**

The development team received valuable feedback related to the initial site plan and design which included,

- Building orientation along the E. Main St. and Carlyle Dr. corridors
- Connectivity, Pedestrian Mobility & Safety
- Improved Landscaping and Building Appearance

In an effort to address these concerns and encourage collaboration, the development team has made several major revisions to the proposed site plan and design which include,

Building orientation along the E. Main St. and Carlyle Dr. corridors:

- The three (3) residential buildings adjacent to E. Main St. and Carlyle Dr. have been redesigned so the “rear elevations” of these buildings were no longer facing these major corridors.
- The revised design includes the reorientation of these buildings so the “front elevations” now face these corridors.
- Further, to address any aesthetic concerns with residents entering through the “rear entrance” of the building, the redesign includes overbuilds and varied gable heights to give the buildings less of a “backdoor feel”.

Connectivity, Pedestrian Mobility & Safety:

- New sidewalks have been added to the site plan along the E. Main St, Carlyle Dr., and Hanson St. corridors.
- These new sidewalks will directly enhance pedestrian mobility, connectivity, and safety between the surrounding residential land uses and the E. Main St. corridor, by providing a safe and dedicated pedestrian pathway along the Public Right-of-Ways.

Improved Landscaping and Building Appearance:

- Landscaping will meet and/or exceed the minimum requirements outlined by the City.
- Varied elevations of landscaping berms, up to 15’ in height in some areas, will be constructed to provide enhanced buffers that will not only be compatible with, but will also complement the surrounding residential uses.
- Improve the current storm water quality and site drainage by creating a detention pond and removing the low areas that do not currently drain well.
- **The proposed site plan provides for an aggregate building coverage of 29.9% LESS than code maximum (15.7% vs 42.6%).**
- Architecturally, sloped roofs and a mixture of both traditional and natural materials, including a mix of brick, stone, and vinyl horizontal shake, and vertical siding, will provide a residential quality that will be reflective of the surrounding neighborhoods.
- Materials, lighting, and site work will enhance the property and seamlessly tie into the existing community.
- These features will establish continuity and consistency along the corridors, while promoting development that features enhanced landscaping, facade transparency, rear parking lots, user-friendly access, and appropriately scaled lighting and signage.

Key Risk Indicators:

**DEMAND FOR
ADDITIONAL
AFFORDABLE,
AGE-RESTRICTED
RENTAL
HOUSING:****Mitigating Factors:**

Concerns were expressed regarding the **lack of demand** for additional senior housing in the area. The development team commissioned an independent market study to specifically identify the demand for dedicated senior housing in the area. This study identified the following statistics which **support the significant need** for the proposed senior living development:

Market Demand:

- The Site Primary Market Area (the "PMA") household bases by age are summarized as follows:

Households by Age	2010 (Census)		2016 (Estimated)		2021 (Projected)		Change 2016-2021	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Under 25	2,060	5.0%	2,090	4.9%	2,135	4.8%	45	2.2%
25 to 34	7,897	19.1%	7,848	18.2%	8,432	18.8%	584	7.4%
35 to 44	8,915	21.6%	8,641	20.1%	8,661	19.3%	20	0.2%
45 to 54	9,078	22.0%	8,638	20.1%	8,105	18.1%	-533	-6.2%
55 to 64	6,949	16.8%	7,696	17.9%	7,883	17.6%	187	2.4%
65 to 74	3,686	8.9%	4,955	11.5%	5,901	13.1%	946	19.1%
75 to 84	2,090	5.1%	2,360	5.5%	2,841	6.3%	480	20.4%
85 & Over	678	1.6%	843	2.0%	940	2.1%	98	11.6%
Total	41,353	100.0%	43,071	100.0%	44,898	100.0%	1,827	4.2%
Median	47.0 years		48.4 years		49.0 years		+0.6 years	

Source: 2010 Census; ESRI; Urban Decision Group; VSI

- As evidenced in the chart above, between 2016 and 2021, the greatest growth among household age groups is projected to be among households between the ages of 65 and 74.
- Further, household growth is also occurring at a fairly rapid rate among households between the ages of 75 and 84 and those age 85 and older, indicating an increasing demand for housing units targeting senior age cohorts.
- These projections indicate the following demand of age and income-restricted households within the Site PMA,
 - More than 1,600 income-eligible renter households, ages 55-62 years old, and
 - More than 3,100 income-eligible renter households, ages 62 years and older.
- The 60 proposed units at the subject project represent a Capture Rate of only,
 - 3.6% of the income-eligible renter households, ages 55-62 years old, and
 - 1.5% of the income-eligible renter households, ages 62 years and older

Existing Housing Options:

- There is **only one (1) age-restricted** Tax Credit development within the Reynoldsburg Site PMA, Stratford East Senior Living.
- However, this project is located on the far southern periphery of the Site PMA, approximately 5.3 driving miles from the subject Site, and currently has a 6-12 month waiting list.
- The subject project will represent the first age-restricted Tax Credit project in the immediate market and will be the 1st age-restricted Tax Credit development built in the region in more than 10-years; thus filling a significant void within the local community.



Parking Count:	
Phase 1	
Required (Table 1179 - I.L.):	
1 space per d.u.	
1 space for every 5 d.u. (visitors)	
Total req'd: 72 spaces	
Provided: 100 spaces	
Phase 2	
Required (Table 1179 - A.L.):	
1 space per 8 beds +	
1 per employee (larges shift)	
Total req'd: approx. 35	
Provided: 60 spaces	
Phase 3	
Required (Table 1179 - A.L.):	
1 space per 8 employee +	
10 visitors (Adult Daycare)	
Determined by BZBA (Child Daycare)	
Total req'd: TBDb	
Provided: 24 spaces	

PROPOSED SITE PLAN



Site Context 1

Site Context 2



Site Context 3



SITE CONTEXT

A-2

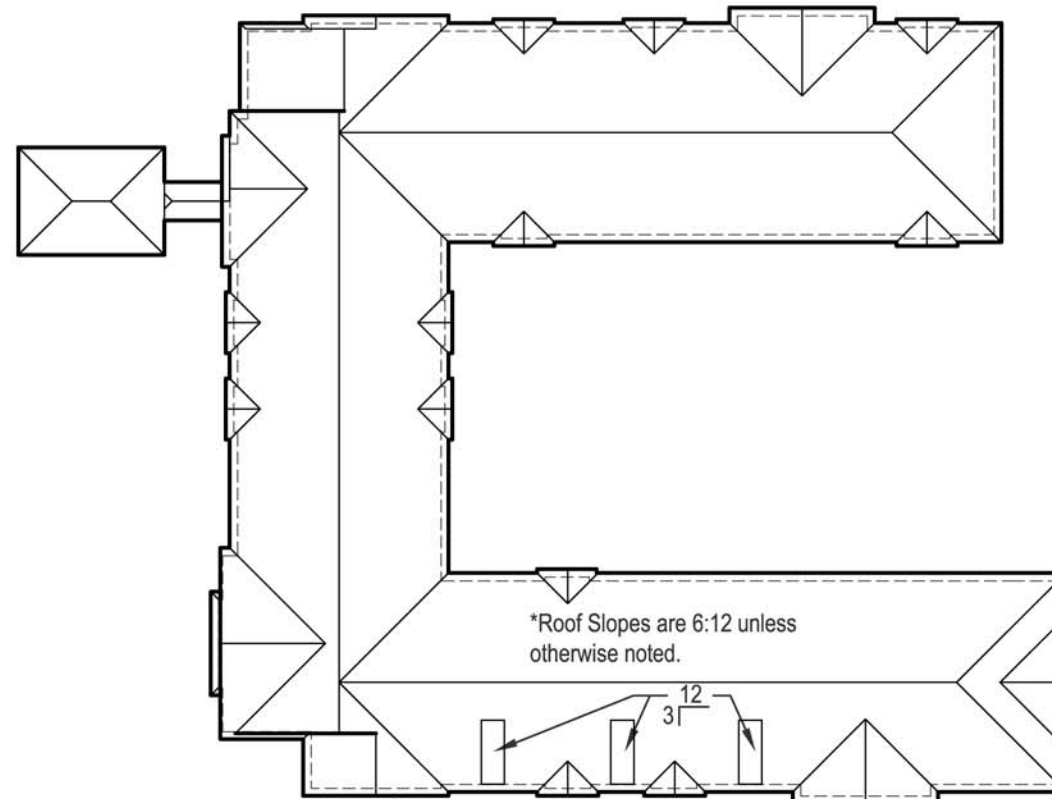
December 2, 2016

rdla: #16170

COPYRIGHT © 2016



1 Elevation @ Porte-Cochere



3 Roof Plan Key
Elevation @ E. Main St.
Scale: 1"=50'-0"

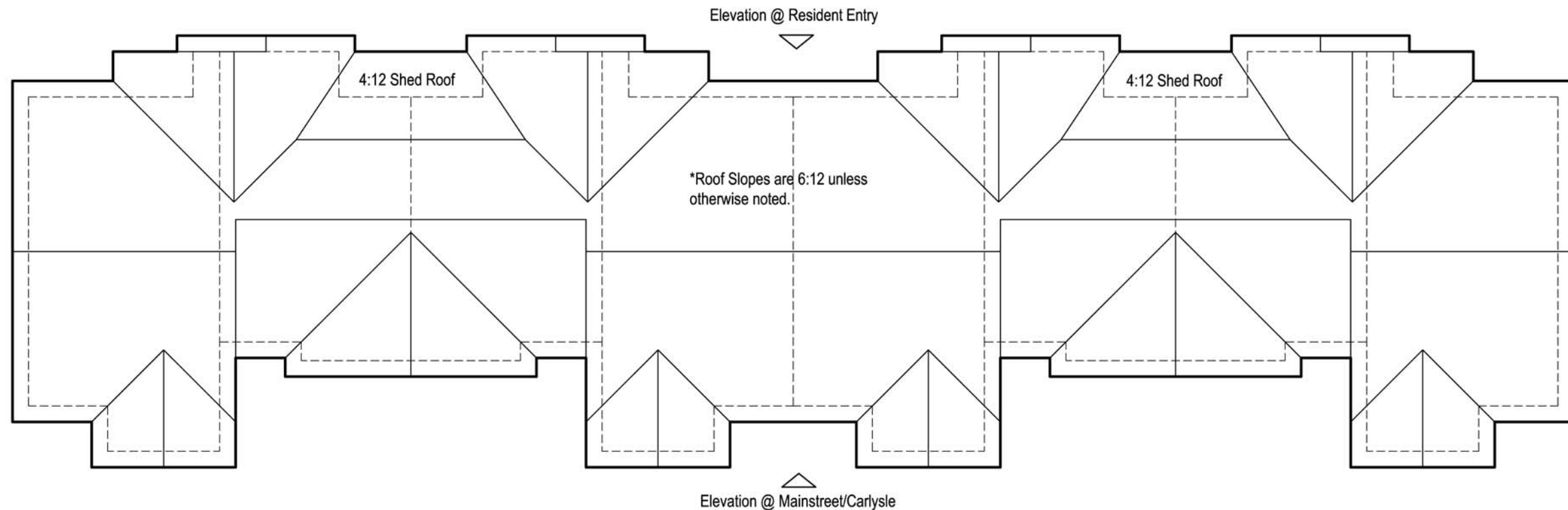


2 Assisted Living Elevation @ E. Main St.

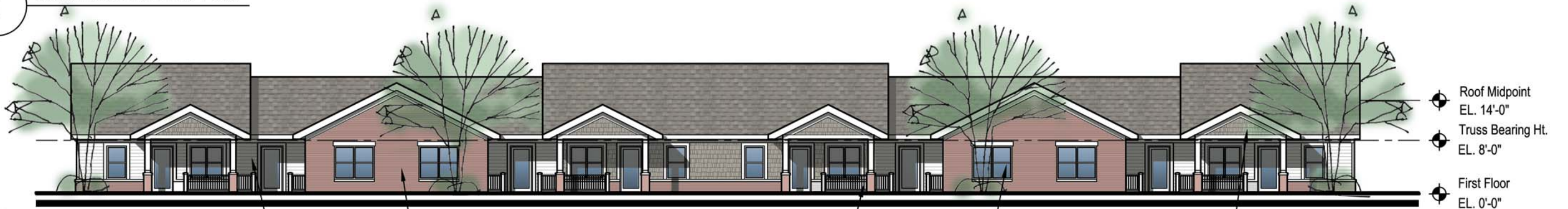
- Roof Midpoint
EL. 37'- 8"
- Truss Bearing Ht.
EL. 29'- 4 7/8"
- First Floor
EL. 21'- 4 3/4"
- First Floor
EL. 11'- 8 7/8"
- First Floor
EL. 0'-0"

ASSISTED LIVING ELEVATION

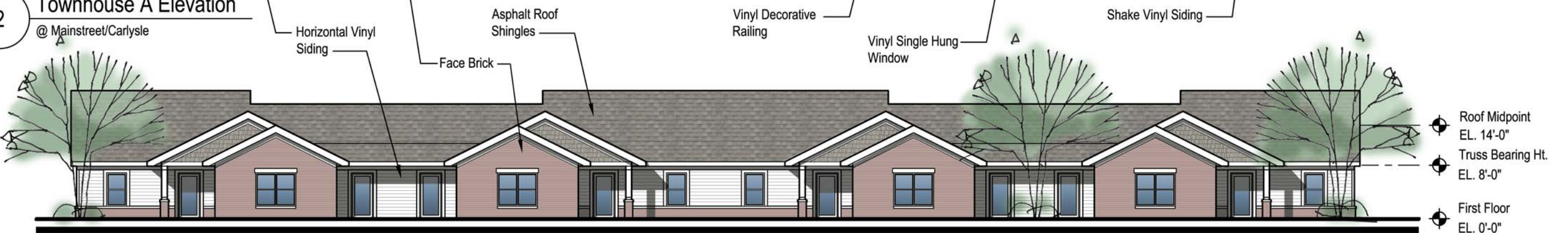
A-3



1 Townhouse A Roof Plan



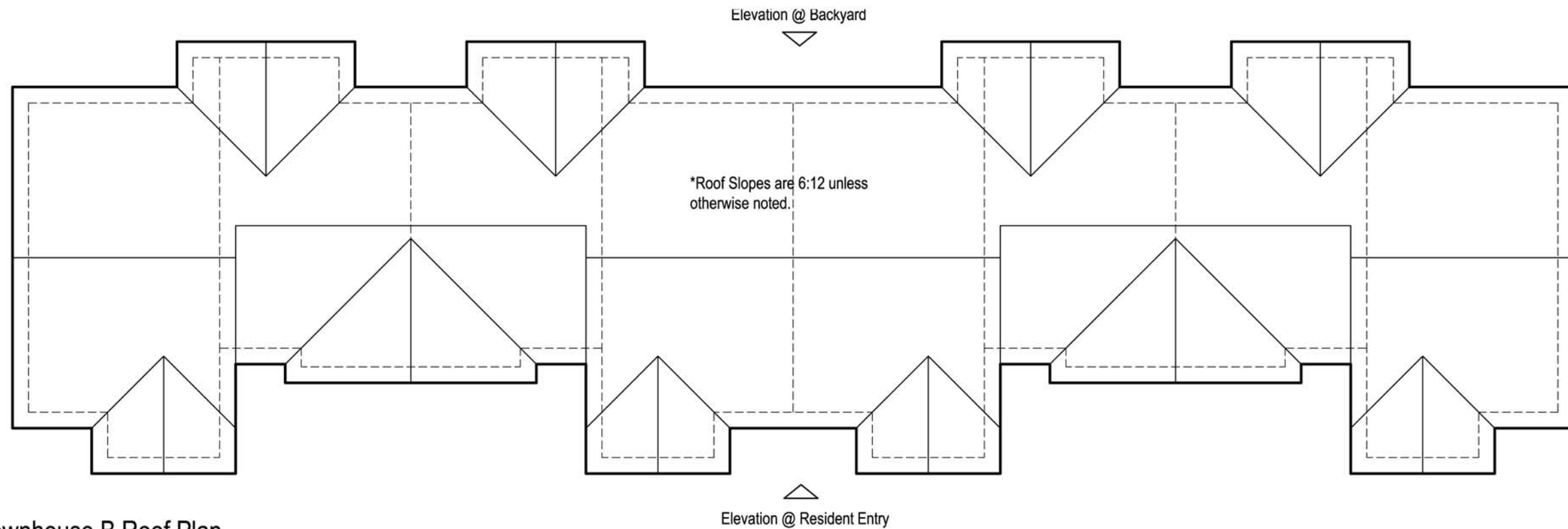
2 Townhouse A Elevation @ Mainstreet/Carlyle



3 Townhouse A Elevation @ Resident Entry

December 2, 2016

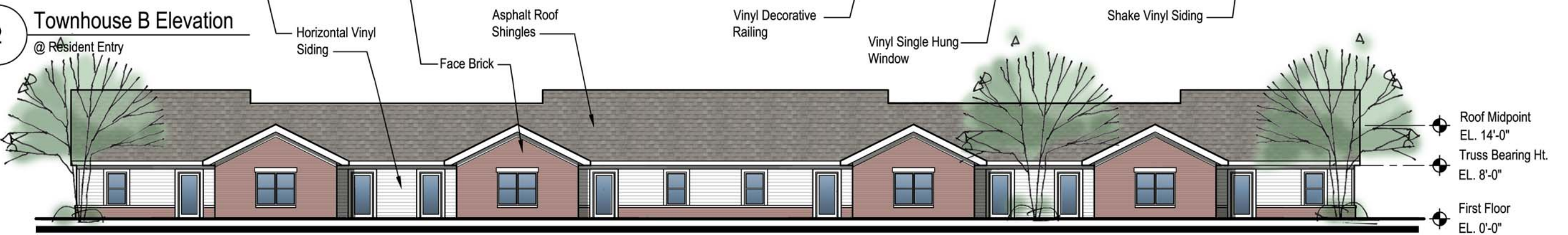
A-4



1 Townhouse B Roof Plan

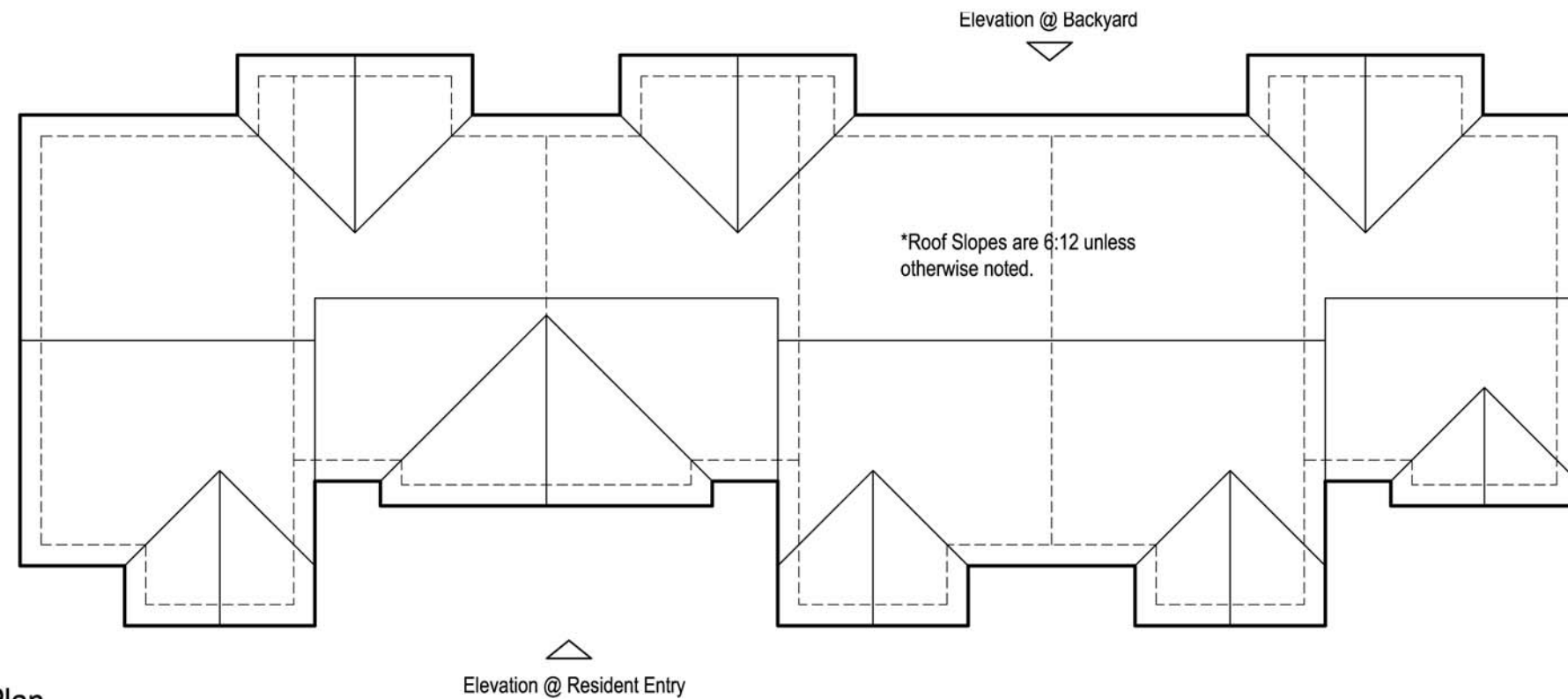


2 Townhouse B Elevation @ Resident Entry



3 Townhouse B Elevation @ Backyard

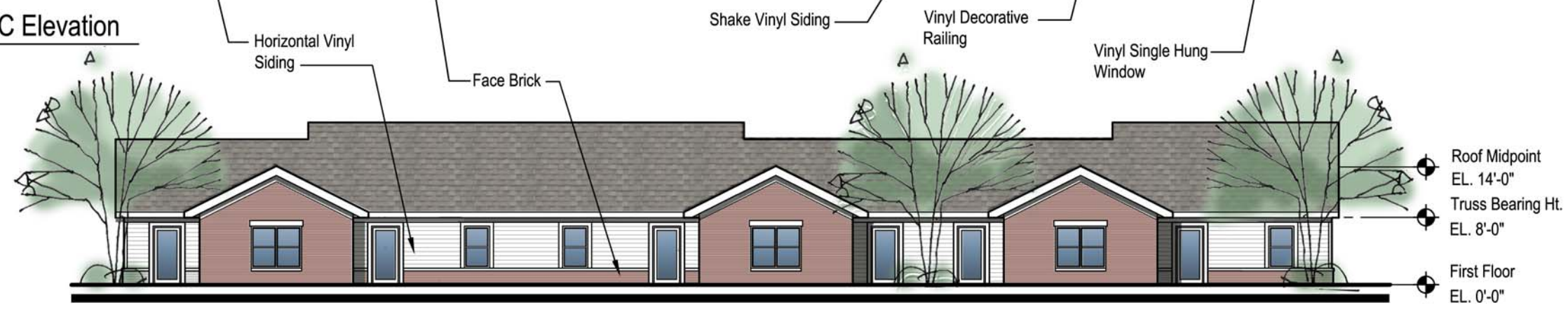
A-5



1 Townhouse C Roof Plan

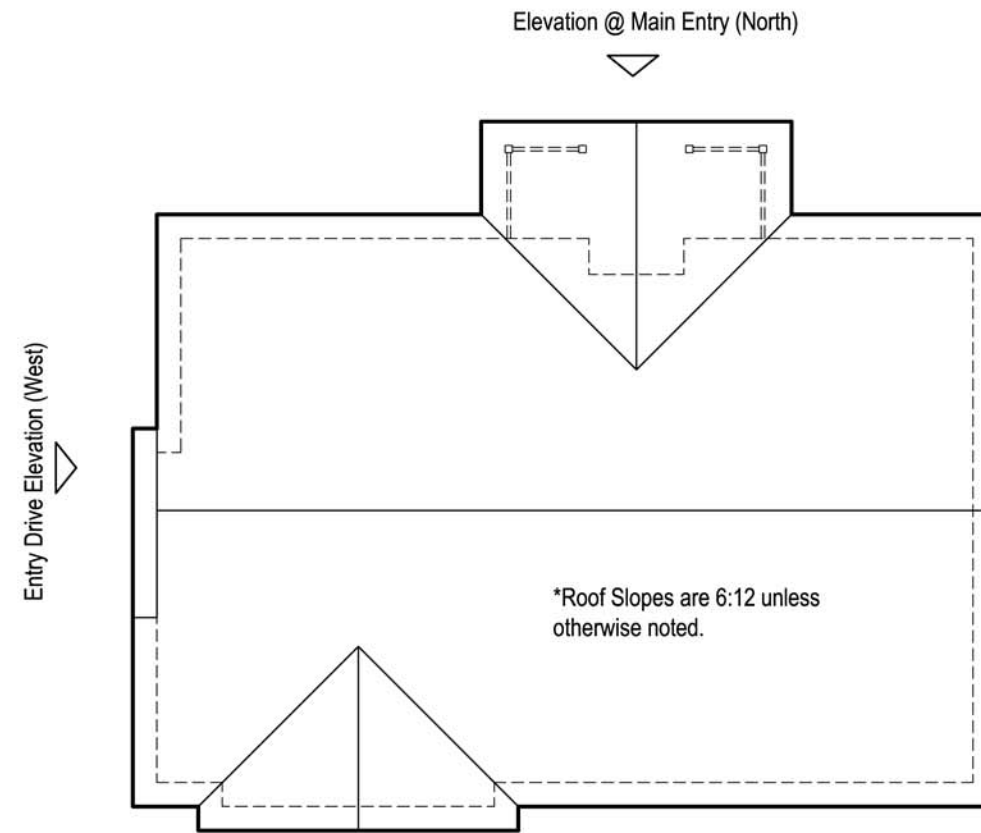


2 Townhouse C Elevation @ Resident Entry

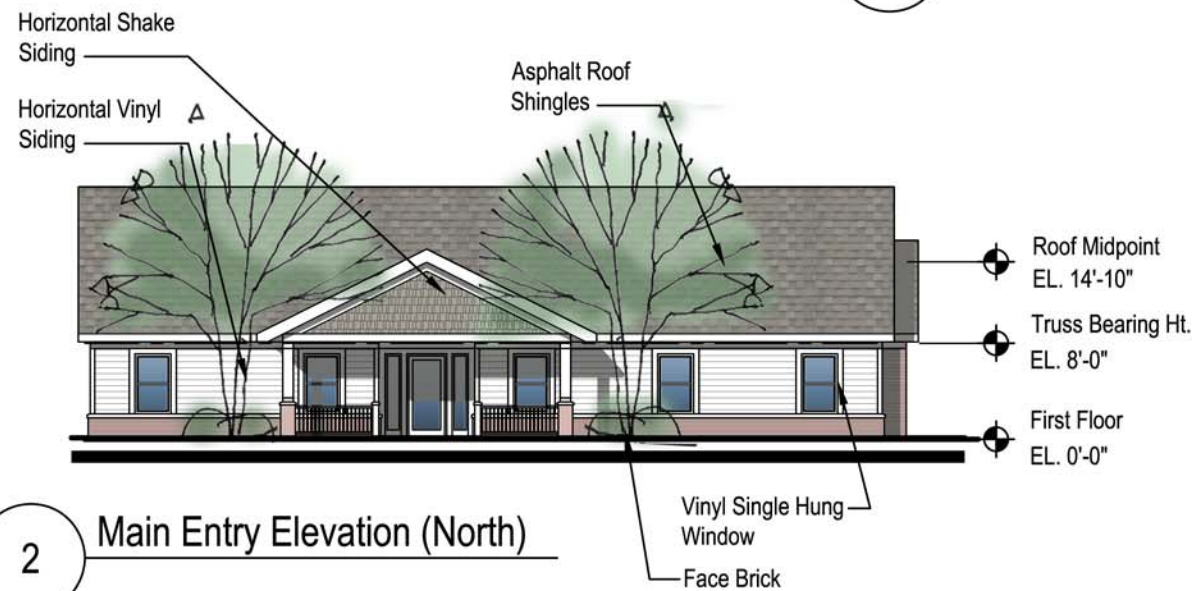


3 Townhouse C Elevation @ Backyard

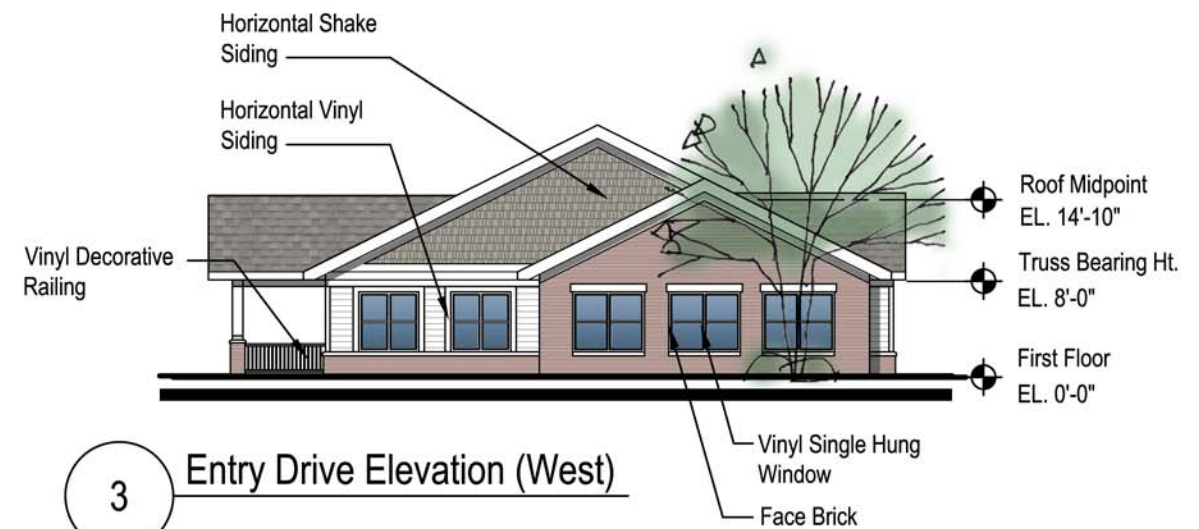
A-6



1 Clubhouse Roof Plan



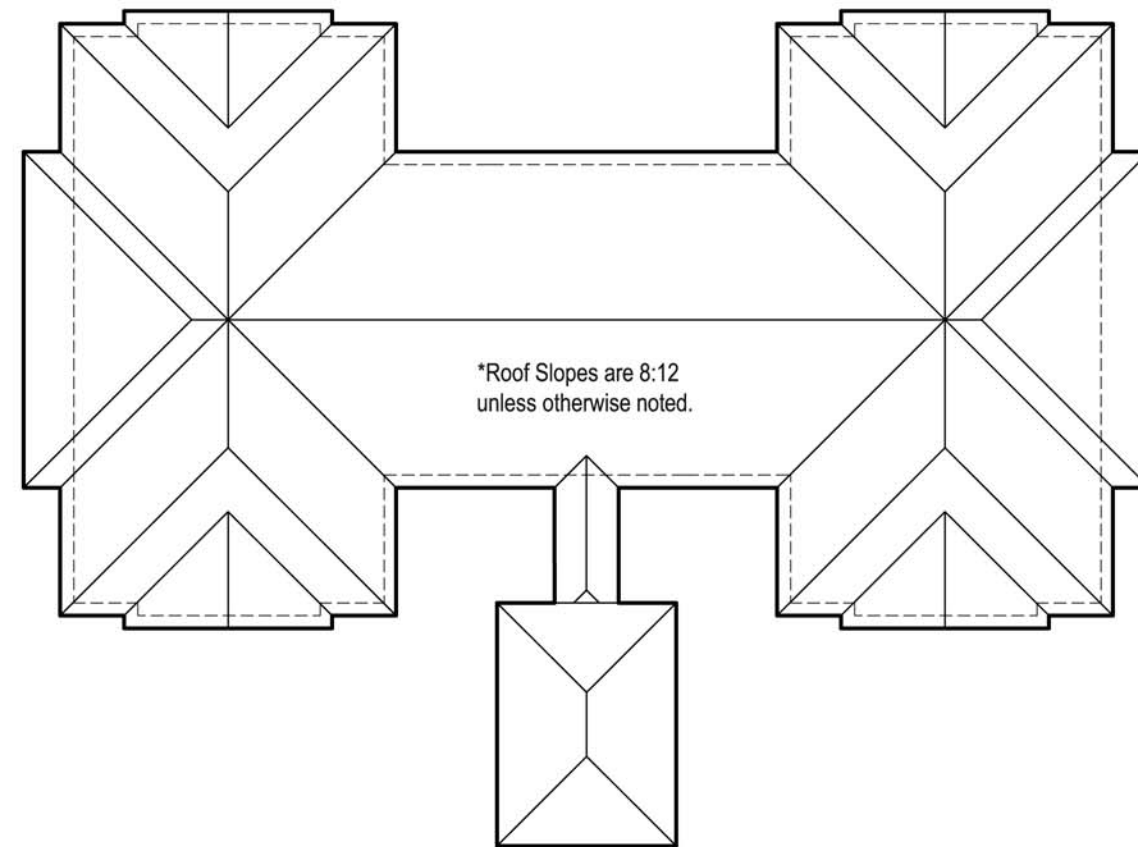
2 Main Entry Elevation (North)



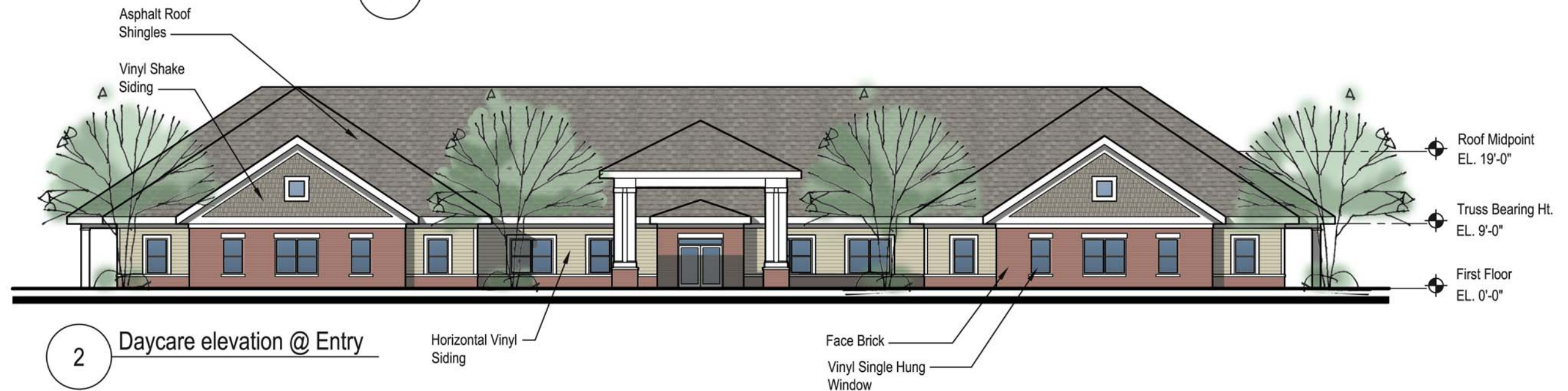
3 Entry Drive Elevation (West)

Clubhouse Elevations

A-7



1 Roof Plan Key
Elevation @ Entry



2 Daycare elevation @ Entry

DAYCARE ELEVATION

A-8



REYNOLDSBURG SENIOR HOUSING

Attachment: 20170206 Wallick Rezoning Revised Plans (1628 : Rezoning 176120 0 E Main St Wallick)

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST**

DATE: March 27, 2017**TO: Service Committee****RE:** ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A "GOVERNMENTAL AGGREGATION PROGRAM AGREEMENT" WITH VOLUNTEER ENERGY SERVICES, INC., TO PROVIDE FULL REQUIREMENTS RETAIL NATURAL GAS AND RELATED ADMINISTRATIVE SERVICES TO AN AGGREGATED GROUP AND DECLARING AN EMERGENCY. (First Reading 3/13/2017).

Emergency/Suspension: Emergency**Reason For Emergency: Financial needs of the City's government****Statement of necessity:** Passing this as an emergency will allow us to begin the program and realize financial savings as soon as possible in 2017.

This is a 24-month agreement. The Alternative Product is the recommended option for the City of Reynoldsburg. This includes proposed pricing for a guaranteed savings of 8% off current Standard Choice Offer (SCO) Adder rate, a rate of NYMEX plus 8% off the current SCO Adder of \$1.45 through March 31, 2018. After which Volunteer Energy will use commercially reasonable efforts to maintain a similar discount for the balance of the term but in no event shall the discount be less than \$0.03 below the then-current SCO Adder thereafter for Aggregation Members serviced by Columbia Gas of Ohio.

Per ORC 4929.27 this is required to have 2 readings.

Volunteer Energy Services, Inc.
Bid for
City of Reynoldsburg – Natural Gas Aggregation Program

Exhibit Title

1. Certification
2. Plan of Operations and Governance / Master Service Agreement (MSA)
3. Opt-Out List Preparation
4. Sample Opt-Out Letter
5. Description of Alternative Product Pricing

Company Information**Organization:****Company Name**

Volunteer Energy Services, Inc.

CEO / President

Richard A. Curnutte Sr.

President

614-328-2934

rcurnutte@volunteerenergy.com

List Parent, Affiliate, Subsidiary companies

Privately Held

Number of Employees

57

Number of Ohio Employees (Based on office location)

50

Principal Address

790 Windmill Dr. Pickerington, Ohio 43147

Phone#: 800-977-8374

Fax#: 614-729-2366

Office Conducting Proposed Program Management

790 Windmill Dr. Pickerington, Ohio 43147

Phone#: 614-729-2365

Fax#: 614-729-2366

Larry Taylor

Ohio Office Address

790 Windmill Dr Pickerington, Ohio 43147

Primary Contact Information – RFQ & P / Proposal Coordination

Larry Taylor

Energy Specialist

Phone#: 614-729-2365

ltaylor@volunteerenergy.com

Primary Contact Information – Proposed Program Administration

Larry Taylor
 Energy Specialist
 Phone#: 614-729-2365
ltaylor@volunteerenergy.com

Subcontractors or Vendors that would support this engagement (i.e., in support of solicitation, promotion, advertising, etc.), if any.

N/A

Describe any company's criminal, civil or administrative investigations within the past 10 years. Include description of circumstances, parties involved, resolution and outcome.

None

Describe any contractual default or demand noncompliance by company. Include description of circumstances, parties involved, resolution and outcome.

None

Please provide three (3) Company references

City of Pickerington
 Natural Gas Aggregation Program
 Bill Vance – City Manager
 (614) 837-3974

City of Marion
 Natural Gas Aggregation Program
 Mark Russell – City Manager
 (740) 387-3777

City of Belpre
 Natural Gas Aggregation Program
 Mike Lorentz – Mayor
belpremayor@wirefire.com
 (740) 423-7592

Additional information to differentiate Supplier

Volunteer Energy Services, Inc. (VESI) sells gas volume in excess of 60 BCF of gas annually. The City of Reynoldsburg projected usage is approximately 863,200 Mcf of gas. VESI has solicited Government aggregation programs for the past 12 years. Currently, VESI has 3 full time employees dedicated to the government aggregation programs as well as additional support staff within the corporation.

Required General Qualifications

Company assumes all risk and responsibility for providing an unlimited supply of natural gas to the City of Reynoldsburg residents and qualifying companies in the Columbia Gas of Ohio regions?

Yes

Federal ID Number
 31-1772693

Ohio Public Utilities Certification number
 # 02-022G(8)

Original and Current Certification Dates
2002 – September 1, 2016

Ohio Public Utilities Certification Expiration Date
September 1, 2018

Please attach copy of PUCO Certificate
Exhibit 1, Certification

Do you currently serve government aggregation programs in the applicable LDC? If so, how many?
52

List 3 natural gas government aggregation programs that you currently serve in this LDC.

Last awarded

City of Shelby

January 2017

Opt-Out Program offered? Yes

1,980 Residential and commercial accounts enrolled

Broker Developed the Plan of Operation

We attended and assisted in Public Hearing

Managed through a 3rd party and asked to keep information confidential

First Previous

Shawnee Hills Township

January 17th, 2017

Opt-Out program offered? Yes

191 Residential and Commercial accounts enrolled

Broker Developed the Plan of Operation

We attended and assisted in the Public Hearing

Managed through a 3rd party and asked to keep information confidential

Next Previous

Harrison Township

January 9th, 2017

Opt-Out program offered? Yes

755 Residential and Commercial accounts enrolled

Broker Developed the Plan of Operation

We attended and assisted in the Public Hearing

Managed through a 3rd party and asked to keep information confidential

List the natural gas government aggregation programs that were terminated, canceled or suspended prior to expiration of the full term.

None

List any adverse findings, penalties or probations issued by regulatory entity against company.

None

Scope of Services

Company agrees to assist the City in meeting all regulatory requirements to be a government aggregator for natural gas, including but not limited to the items indicated herein?

Yes

Company agrees to complete plan of Operation & Governance / MSA by February 24th, 2017.
Yes

Attach a draft Plan of Operation and Governance / MSA. Tailor to proposed program based on information provided in this RFQ & P.

Exhibit 2, Plan of Operation/Master Service Agreement

Company agrees to conduct all aspects of the Opt-Out process including initial and refresher opt-out notices, providing all opt-out materials to the PUCO, mailing notices, receiving and acting on return notices and finalizing the aggregation customer pool list from utility.

Yes

Attach description of Company's procedures for finalizing and scrubbing list received from utility.

Exhibit 3, Opt-out list preparation

Customer Service Program and Call Center Description.

We maintain a full "In House" Customer Service Department

Location of office Conducting Customer Service

Volunteer Energy Services, Inc.

790 Windmill Dr. Pickerington, Ohio 43147

Kevin Smith (800) 977-8374

Plan to handle questions and concerns (including those associated with the opt-out notices) about the aggregation program.

VESI maintains a fully staffed call center which serves to answer customers concerns and questions.

Process to handle formal complaints

Pursuant to PUCO regulations and LDC tariffs

Process to handle informal complaints

We work with customers to try to solve their issues, but if that is unsuccessful, the customer is free to cancel without penalty upon 30 day notice.

Has the company ever been involved in a slamming complaint?

No formal complaints

Location of call center

790 Windmill Dr. Pickerington, Ohio 43147

Monday – Friday 9am to 5pm

After hours, we employ an off-site call center that customers may call to opt-out.

Metrics of Call Center Effectiveness

Average Hold time

Less than 1 minute

Average time to complete calls (after answer,)

Less than 5 minutes

Average number of calls per enrollee per year

Less than 1 per customer

Percentage calls with resolution on first call

95% and higher

Agree to facilitate City or its representatives to listen to customer calls throughout the program

Yes

Any additional information to provide about Company's U.S. call center and customer service effectiveness.
 The call center is located in our main office in Pickerington. It has a data base that tracks the call log with the number of calls per month. 95% of total calls incoming are handled on a daily basis. The other 5% would include after hours and week-ends.

Products and Rates

Fixed

Proposed pricing for fixed, full requirements, burner-tip product
 Both Residential and Commercial, Columbia Gas of Ohio
 12 Month - \$4.79 per MCF
 24 Month - \$4.49 per MCF

Variable

Proposed pricing for NYMEX +, full requirements, burner tip product
 Both Residential and Commercial, Columbia Gas of Ohio
 12 Month – NYMEX + \$1.30 per MCF
 24 Month – NYMEX + \$1.26 per MCF

Alternative Product

24 Month agreement
 Proposed pricing for Guaranteed Savings of 8% off current Standard Choice Offer (SCO) Adder rate, a rate of NYMEX plus 8% off the current SCO Adder of \$1.45 through March 31, 2018. After which Volunteer Energy will use commercially reasonable efforts to maintain a similar discount for the balance of the term but in no event shall the discount be less than \$0.03 below the then-current SCO Adder thereafter for Aggregation Members serviced by Columbia Gas of Ohio.

Indicative date for proposed pricing
 February 9th, 2017.

Proposed start month
 June 2017.

Pass through fees.
 None

Switching fees.
 VESI will pay switching fees

Early termination fees.
 There will be no early termination fees as part of this program

Signature and Attestation

The undersigned hereby attests that the information provided herein is true and accurate to the best of the undersigned's knowledge and that the undersigned has read and understands the requirements of the request for proposal. The undersigned further states that he / she is duly authorized and has legal capacity to submit this response on behalf of the company and bind said company hereto.

By: Richard A. Curnutte Sr.Name: Richard A. Curnutte Sr.Its: PresidentDate: 2/24/2017

Exhibit 1-5

FILE

The Public Utilities Commission of Ohio
Ohio Competitive Retail Natural Gas Marketer Certificate
Renewal

Issued pursuant to Case Number(s):
02-1786-GA-CRS

is
 Ohio Competitive Retail Natural Gas Aggregator/Broker Certificate Number:
02-022G(8)

Granted to:
Volunteer Energy Services, Inc.

Whose office or principal place of business is located at:
790 Windmill Drive, Pickerington, OH 43147

And is hereby certified to provide:
Retail Natural Gas Marketer Services, Retail Natural Gas Brokerage Services
and Aggregation

within the state of Ohio, for a two-year period.

Certification Effective:
September 1, 2016 through September 1, 2018

The certification of Ohio competitive retail natural gas marketers is governed by Chapter 4901:1-27 of the Ohio Administrative Code and section 4929.20 of the Ohio Revised Code.

This Certificate is revocable if all of the conditions set forth in the aforementioned case(s) as well as those under law, are not met.

Certified entity is subject to all rules and regulations of the commission, now existing or hereafter promulgated.

Witness the seal of the Commission affixed at Columbus, Ohio
 Dated: **September 2, 2016**

By Order of
 The Public Utilities Commission of Ohio

Barcy F. McNeal
 Barcy F. McNeal, Secretary
 Tanowa M. Troupe, Acting Secretary
 Felecia D. Burdett, Acting Secretary

Form No. CRNGS/CRS/R-06

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
 Technician AN Date Processed 9/2/16

Attachment: Exhibits (1688 : Gas Aggregation Agreement with Volunteer Energy for 2017 - 2018)

**Governmental Aggregation Program Agreement
Between the
City of Reynoldsburg
And
Volunteer Energy Services, Inc.**

This Governmental Aggregation Program Agreement with its exhibits and attachments hereto (collectively, the "Agreement") is entered into as of the last date written below ("Effective Date") between **Volunteer Energy Services, Inc.** an Ohio corporation ("VESI") and the City of Reynoldsburg an Ohio municipal corporation ("Municipality"), who may individually be referred to as "Party" or collectively as "Parties". Capitalized terms not defined in the Sections of this Agreement shall have the respective meanings ascribed to them in Article Fourteen hereof "Definitions."

WHEREAS, VESI is certified by the Public Utilities Commission of Ohio ("PUCO") as a Competitive Retail Natural Gas Service ("CRNGS") Provider to sell competitive retail natural gas and related services to customers and Governmental Aggregation programs in the State of Ohio.

WHEREAS, the Parties desire to enter into certain transactions associated with VESI's provision of CRNGS and related services (collectively, "Retail Natural Gas Services") necessary to serve the natural gas accounts of Aggregation Members within the service territory of Columbia Gas of Ohio enrolled in the Municipality's Governmental Aggregation program.

WHEREAS, VESI desires to provide Retail Natural Gas Services to inhabitants of municipal corporations, inhabitants of boards of township trustees, and inhabitants of boards of county commissioners acting as

Governmental Aggregators for the provision of CRNGS-under authority conferred by, *inter alia*, Section 4929.26 and 4929.27, Revised Code.

WHEREAS, The Municipality has been certified by the Commission as a Governmental Aggregator pursuant to Chapter 4901:1-27-01, *et. seq.* OAC .

WHEREAS, the Municipality has established a Governmental Aggregation program whereby the Municipality, as Governmental Aggregator, will arrange for the provision of CRNGS to certain eligible inhabitants that do not opt-out of or that otherwise elect to participate in the Governmental Aggregation program.

WHEREAS, by this Agreement, VESI desires to enter into a relationship with Municipality whereby VESI shall provide the Retail Natural Gas Services necessary to serve the Aggregation Members of the Municipality's Governmental Aggregation.

WHEREAS, Municipality is duly authorized to act for the Aggregation Group to purchase the Retail Natural Gas Services hereunder; and

WHEREAS, the Parties have established herein the terms and conditions governing VESI's provision of the Retail Natural Gas Services for the Governmental Aggregation.

NOW, THEREFORE, the Parties, intending to be bound hereby and in

City of Reynoldsburg
 Volunteer Energy Services, Inc.
 Date

consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

Article One. Provision of Service

1.1 Obligations and Duties

- (a) **Authority to Purchase:** The Municipality, as Governmental Aggregator, is authorized to arrange from VESI the Retail Natural Gas Services for and on behalf of the Aggregation Members of the Aggregation Group. VESI shall be the sole and exclusive provider of Retail Natural Gas Services for those Aggregation Members of the Aggregation Group.
- (b) **Governmental Aggregator.** Municipality shall obtain and maintain a certificate from the Commission to perform the functions of the Governmental Aggregator. VESI will provide the Municipality with all necessary data that is available to VESI to assist the Municipality with filings or any other information required by the Commission.
- (c) **VESI.** VESI shall have obtained and shall maintain all necessary certifications to provide the Retail Natural Gas Services.
- (d) **Opt-Out Administration.** VESI, with the reasonable cooperation of the Municipality, will be responsible for administering the initial and ongoing "opt-out" and "opt-in" procedures, as applicable, to eligible customers.

VESI shall pay the costs associated with securing the pertinent customer list from the local utility.

Additionally, VESI shall pay the costs associated with printing and mailing the "opt-out" notices as required pursuant to this Agreement. The Municipality and VESI shall cooperate in the development, review, approval, printing, posting, and issuance of all opt-out correspondence to assure that the opt-out notices with the agreed upon pricing, terms, and procedures can be sent out by VESI to the eligible customers as set forth in (e) below. The Parties shall cooperate in the development and implementation of efforts, as mutually agreed upon, to promote the Aggregation Program to encourage customers to participate in the same.

- (e) **Opt-Out Activities.** Over the initial term of this Agreement, VESI shall send to eligible customers a notice by regular mail. The notice shall be an "opt-out" mailer to afford such customers the opportunity to not participate in the Aggregation Program. This mailer will be in a form substantially similar to Exhibit B attached hereto and may include a one-page summary of the Municipality's Governmental Aggregation program signed by a duly authorized representative of the Municipality. VESI shall have the right to review and approve such summary information prior to mailing. VESI approval shall not be unreasonably withheld. In the event that a fixed price is established, an additional notice will be mailed to all the customers. All communications

City of Reynoldsburg
 Volunteer Energy Services, Inc.
 Date

with customers shall comply with applicable rules and regulations.

- (f) Review and Approval of Promotional Communications and Press Releases. The Parties share a common desire to generate favorable publicity regarding the Aggregation Program and the arrangements contemplated by this Agreement. The Parties will have the right to review and approve in advance (i) any press releases issued by either Party regarding arrangements contemplated by this Agreement and (ii) any promotional information intended for general distribution or communication issued by either Party, including bill inserts and mailers intended to be sent or delivered to potential and/or current customers. Each Party will timely review such promotional information and press releases submitted for approval, and will not unreasonably withhold or delay its approval. If there is no objection by either Party, as applicable, by the end of five (5) business days after submittal to such Party, then approval by such Party shall be deemed granted. If there is an objection, the Parties shall reasonably cooperate with each other to resolve the problem with the information as expeditiously as possible. Notwithstanding the foregoing, each Party, without any other Party's prior approval, shall have the right (i) to issue press releases regarding its business affairs and otherwise, including a general description of this Agreement and contemplated arrangement, and (ii) to describe in any of its promotional, sales or other public messages, the

number of, but not any other information relating to, customers participating in the Aggregation Program and this Agreement generally.

- (g) Administration and Assignment. VESI shall be responsible for the administration of the accounts of the Aggregation Members, Except for billing under Article 5 below. VESI will build and maintain a database of all Aggregation Members. The database will include the name, address and Local Utility account number (unless prohibited by pertinent Commission rules or regulations and other applicable laws) and may include other pertinent information as mutually agreed upon by the Municipality and VESI. Data will be shared on an as-needed basis as agreed upon by the Parties. Consent to disclose such data will not be unreasonably withheld, but shall be in compliance with pertinent Commission rules or regulations and other applicable laws. This data will be provided to the Municipality on a quarterly basis, or upon Municipality's reasonable request. The Municipality will have the right to access the information in the database in a manner acceptable to VESI, in its commercially reasonable judgment, for the limited purpose of auditing.

- 1.2 Firm Natural Gas Supply. VESI will provide sufficient firm natural gas supply to the Delivery Point of the Local Utility, as defined in Section 1.3 hereof, to serve the requirements of the Aggregation Group. If VESI has arranged for firm transportation service for the delivery to the Delivery Point of the Local Utility, the Parties

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acknowledge that any failure or interruption after the Local Utility's Delivery Point, not caused by VESI, including any failure or interruption in distribution service to the Aggregation Group, is solely the responsibility of the Local Utility and VESI shall not be responsible for any such failure or interruption, including any losses or costs to the Municipality or the Aggregation Group as the result of such interruption by the Local Utility.

1.3 Delivery Point. The "Delivery Point" for applicable Retail Natural Gas Services supplied by VESI to the Aggregation Group shall be the Local Utility's city gate(s) or any interface with the Local Utility in the local market area of the Aggregation Group for direct redelivery to the Aggregation Group by the Local Utility.

1.4 Responsibility for Delivery Costs. VESI will be responsible for obtaining or providing firm interstate pipeline transportation service up to the Delivery Point, and shall be responsible for all costs, liabilities, taxes, losses and charges of any kind to the Delivery Point. The Local Utility shall provide the natural gas distribution service from the Delivery Point to the meters of the Aggregation Members. Responsibility for all costs, liabilities, taxes, losses and charges of any kind after the Delivery Point is governed by the Local Utility's distribution tariff. In this instance, Governmental Aggregation fall under Columbia Gas of Ohio Customer Choice programs rules and regulations.

1.5 Municipality as a Governmental Aggregator. The Municipality as a

Governmental Aggregator shall have no financial responsibility whatsoever with respect to its obligations under this Agreement, except with respect to its actions associated with obtaining and maintaining its status as a Governmental Aggregator. Customers are under the Sub Set of Columbia Gas of Ohio Customer Choice Program.

1.6 Other Assistance. VESI will endeavor to assist Municipality with respect to its actions as Governmental Aggregator hereunder, and with such other matters as parties may mutually agree.

Article Two. Customer & Usage Information

2.1 Customer Data and Load Forecast Information. Municipality hereby authorizes VESI to obtain from the Local Utility all applicable Customer Data and Historical Load information regarding the consumption characteristics of the Aggregation Group (collectively, the "Load Forecast Information") when available and necessary. Municipality where reasonable will assist VESI in obtaining any Load Forecast Information including, but not limited to, all known planned or unplanned reductions or increases in the natural gas consumption of the Aggregation Group. Upon request by VESI, Municipality shall provide to the Local Utility the authorizations and/or approvals necessary for VESI to obtain the Load Forecast Information.

2.2 Release of Customer Information. The Municipality will cooperate with VESI and provide appropriate authorization

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and documentation to enable the Local Utility to release to VESI the applicable and necessary Load Forecast Information and Customer data from the Local Utility, including for customers moving into or within the Municipality's corporate limits as they are as of the date of this agreement or as they may change from time to time during the term hereof. VESI shall use all such information solely in connection with its service to the Governmental Aggregation

2.3 Addition of "Opt-in" customers.

Within the Municipal geographic boundaries, customers served by CRNGS suppliers and other customers not receiving an "Opt-out Notice" may join or "opt-in" to the Aggregation Group only in accordance with the provisions of paragraph 2.4 below.

2.4 Addition of Aggregation Members.

Customers that become part of the Aggregation Group after completion of the "Opt-out Period" will be accepted by VESI at the Aggregation Contract Price at the sole and absolute discretion of VESI. Customers that leave the Aggregation Group at any time and desire to re-join the Aggregation Group may, during the term of this Agreement, be accepted by VESI and served at the aggregation price at VESI sole and absolute discretion. VESI may develop an alternative rate for eligible consumers that have exited and desire to reenter the Aggregation Group. Excluding any and all existing VESI customers and any and all General Transportation customer within the Municipality.

Except as otherwise provided in this Agreement, prior to the termination of this agreement VESI shall not intentionally target by direct mail or direct telemarketing any eligible customer within the Municipality's geographic boundaries without the prior consent of the Municipality.

Aggregation Members that move from one location to another within the Municipality's boundary, and who notify VESI of such move and provide to VESI all information required to effectuate continuing service, will retain their participant status at their then-existing price. If the customer moves out of the Municipality's corporate limits, all obligations, except for the customer's obligation to pay all amounts owed, shall cease as between that customer, VESI, and the Municipality, effective with the customer's termination of service with the Local Utility relative to its participation in the Governmental Aggregation.

Consumers that opt-out of or otherwise leave the Aggregation Group will default to the appropriate Local Utility's Standard Service Offer or other appropriate service.

Article Three. Operations

3.1 Scheduling. VESI, either directly or through its designee shall perform any and all Scheduling necessary to provide service to the Aggregation Group. VESI shall be responsible for all scheduling for delivery to the Aggregation Members.

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- 3.2 Metering. Metering shall continue to be done by the Local Utility or other entity approved by the Commission.
- 3.3 Start Date. The "Start Date" for service to each Aggregation Member shall be the first meter-read date on or after acceptance by the utility company.
- 3.4 End Date. Upon the conclusion or termination of this Agreement, the end date for service to each Aggregation Member shall be the next immediate metering date after the effective date of such conclusion or termination subject to the Local Utility's procedures. Opt-out by individual Aggregation Members during the term of this Agreement will be permitted at least every two (2) years from the establishment of the initial aggregation service, in accordance with the provisions of Rule 4901:1-28-04(B), O.A.C.

Article Four. Prices and Fees

- 4.1 Price. VESI shall charge the rates for service provided to Aggregation Members based on the pricing terms and conditions as set forth in **Exhibit A** hereto.
- 4.2 Switching Fee Reimbursement. VESI shall be responsible for the payment of any customer-switching fee or other fees imposed by the Local Utility as a result of the transfer of customers to VESI.

Article Five. Billing

- 5.1 Billing. The Local Utility will provide consolidated billing for the services provided hereunder. Notwithstanding

the foregoing, if offered by the Local Utility in the future, VESI may at its sole option provide consolidated billing to Aggregation Members. Under no circumstances will a dual billing option be offered absent the Municipality's consent; but such option may be offered if the Local Utility no longer offers consolidated billing.

Article Six. Community Reinvestment Program

- 6.1 VESI recognizes the difficult job facing elected and appointed officials in running and maintaining our local communities, therefore as part of VESI Community Reinvestment Program, VESI will contribute Five Cents (US \$0.05 per Mcf of natural gas supplied through the aggregation program to the customers within the Municipality.
- 6.2 These funds are to be deposited into a special account established by the City of Reynoldsburg. It is agreed by the City of Reynoldsburg and VESI that these funds will be used as the City of Reynoldsburg matching grant funds for programs such as, but not limited to CDBG (Community Development Block Grants), Issue II, Transportation Enhancement, etc., or any other project or purpose which the City of Reynoldsburg approves.
- 6.3 Grants may be utilized in order to maintain and upgrade local services. Certain grants may require some type of local match.
- 6.4 It shall be the City of Reynoldsburg's decision regarding which grant programs, if any, for which these funds

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should be used. It is the intent of VESI to allow as much flexibility as possible for the Municipality in the decision making process.

6.5 These funds can be combined from year to year.

6.6 These funds will be paid to the City of Reynoldsburg as long as they remain in choice program with VESI. These funds will be paid to the City of Reynoldsburg on an annual basis.

Article Seven. Contingencies and Force Majeure

7.1 Contingencies.

(a) Regulatory Events. The following events constitute a "Regulatory Event" hereunder:

- (i) Illegality. Due to the adoption of, or change in, any applicable law, or in the interpretation of any applicable law by any judicial or government authority with competent jurisdiction, it becomes unlawful for a Party to perform any obligation under this Agreement.
- (ii) Adverse Government Action. (A) Any regulatory agency or court having jurisdiction over the Agreement requires a material change to the terms of this Agreement that materially and adversely affects a Party's ability to perform hereunder or other provide the Retail Natural Gas Services, or (B) Regulations or court action adversely and materially

impacts a Party's ability to perform hereunder or otherwise provide the Retail Natural Gas Services.

(iii) New Taxes. Any ad valorem, property, occupation, severance, generation, first use, conservation, Btu or energy, transportation, utility, gross receipts, privilege, sales, use, consumption, excise, lease, transaction or other governmental charge, license, fee or assessment (other than such charges based on net income or net worth), or increase in such charges, or application of such charges to a new or different class of parties, enacted and effective after the Effective Date.

(b) Notice, Negotiation, and Early Termination. Upon the occurrence of a Regulatory Event, the adversely affected Party shall within ten (10) days give notice to the other Party that such event has occurred. Within thirty (30) days, or such other period as the Parties may agree to in writing, each Party will enter into good faith negotiations with the other Party to amend or replace this Agreement. In the case of a Regulatory Event, the Parties shall attempt to amend this Agreement so that the adversely affected Party is restored as nearly as possible to the economic position it would have been in but for the occurrence of the Regulatory Event. In either case, if the Parties are unable, within thirty (30) days of initiating

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negotiations, or such other period as the Parties may agree to in writing, to agree upon an amendment to the Agreement, the adversely affected Party shall have the right, upon subsequent additional thirty (30) days prior written notice, to terminate and close out its obligations under the Agreement pursuant to the terms of Section 10 hereof.

7.2 Force Majeure.

- (a) Neither Party shall be considered to be in default in the performance of its obligations under this Agreement, if its failure to perform results directly from a Force Majeure event. In the event that either Party is unable, wholly or in part, to meet its obligations under this Agreement due to conditions of a Force Majeure event, the obligations of each Party, so far as they are affected by such Force Majeure, shall be suspended during the period of Force Majeure.

In the event any Party hereto is rendered unable, wholly or in part, by Force Majeure to carry out its obligations hereunder, it is agreed that upon such Party's (the "Claiming Party") giving notice and full particulars of such Force Majeure within three (3) Business Days after becoming aware of the cause relied upon, such notice to be confirmed in writing to the other Party, then the obligations of the Claiming Party shall, other than the obligation to make payments due hereunder and to the extent they are affected by such Force

Majeure, be suspended during the continuance of said inability but for no longer period. The Party receiving such notice of Force Majeure shall have until the end of the second (2nd) Business Day following such receipt to notify the Claiming Party that it objects to or disputes the existence of an event of Force Majeure.

- (b) The Claiming Party affected by an event of Force Majeure shall use due diligence to fulfill its obligations hereunder and to remove any disability caused by such event at the earliest practicable time. Nothing contained in this section shall be construed as requiring a party to settle any strike or labor dispute in which it may be involved, nor shall anything contained in this section be construed to take any measures that are cost prohibitive. In the event that measures required to remove any disability are cost prohibitive, the Claiming Party shall provide written notice to the non-claiming party and give non-claiming party the opportunity to reimburse the Claiming Party for any additional costs it would incur in order to remove said disability.

Article Eight. Term

- 8.1 Term of Agreement. The term of this Agreement shall commence on the Effective Date hereof and continue month to month unless otherwise terminated pursuant to the terms and conditions set forth in this Agreement.

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Article Nine. Representations and Warranties

9.1 Mutual Representations and

Warranties. Each Party represents and warrants to the other Party, as of the Effective Date of this Agreement and of each delivery of natural gas hereunder, that:

- (a) It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, is in good standing;
- (b) It has the corporate, governmental and/or other legal capacity, authority and power to execute and deliver this Agreement and any other document relating hereto to which it is a Party, and to fully perform its obligations under this Agreement and any other document relating hereto to which it is a Party, and has taken all necessary action to authorize such execution, delivery and full performance;
- (c) Such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
- (d) All governmental and other authorizations, approvals, consents, notices and filings that are required to have been obtained or submitted by it with respect to this Agreement or any other document relating hereto to which it is a party have been obtained or submitted and are in full force and effect and shall remain in full force and effect throughout the term of this agreement, and it has complied with all conditions and terms of any such authorizations, approvals, consents, notices and filings;
- (e) Its obligations under this Agreement and any other document relating hereto to which it is a Party are legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application regardless of whether enforcement is sought in a proceeding in equity or at law);
- (f) No Bankruptcy Event has occurred and is continuing, and that a Bankruptcy Event would neither occur as a result of its entering into or performing its obligations under this Agreement or any other document relating hereto to which it is a Party nor is presently or otherwise threatened;
- (g) There is not pending or, to its knowledge, threatened against it or any of its Affiliates any action, suit or proceeding at law or in equity or

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before any court, tribunal, governmental body, agency or official or any arbitrator that is likely to affect the legality, validity or enforceability against it of this Agreement or any other document relating hereto to which it is a party or its ability to perform its obligations under this Agreement or such document;

- (h) It has entered into this Agreement with a full understanding of the material terms and risks of transaction contemplated hereunder, and it is capable and has the authority of assuming those risks;
- (i) Either Party is not acting as a fiduciary or in an advisory capacity to the other Party; and
- (j) All applicable information that is furnished in writing by or on behalf of it to the other Party is, as of the date of the information, true, accurate and complete in every material respect.

9.2 Additional Representations of Municipality. Relative to this Agreement, Municipality further represents to VESI, as of the Effective Date, that:

- (a) The Municipality has or shall have a valid certificate as a Governmental Aggregator and will maintain such certificate at all times during the term hereof;
- (b) The Municipality shall act as a Governmental Aggregator, once it has obtained a valid certificate,

throughout the term of this Agreement.

- (c) All acts reasonably necessary to the valid execution, delivery and performance of this Agreement including, without limitation, competitive bidding, public notice, election, referendum, prior appropriation or other required procedures has or will be taken and performed as required under the Act, Regulations and the Municipality's ordinances, bylaws, policies or other regulations.
- (d) Failure to comply with provisions 9.2(a) – (c) shall constitute a material breach of this Agreement.

9.3 Additional Representations of VESI.

VESI further represents that it will transfer to end users good title, as applicable at the Delivery Point or otherwise of all Retail Natural Gas Services delivered hereunder, that it has the right to sell such Retail Natural Gas Services, that such Retail Natural Gas Services shall be free from all taxes, liens, encumbrances and claims, and that such Retail Natural Gas Services complies with the technical specifications and will be in a form and quality specified by the Local Utility's distribution system. With respect to its obligations as supplier of Retail Natural Gas Services to the Aggregation Program, VESI has and shall maintain a valid certification from the Commission during the term hereof. Failure to comply with this Section 9.3 shall constitute a material breach of this Agreement.

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**9.4 Limitation of Warranties. ALL
 OTHER WARRANTIES, EXPRESS
 OR IMPLIED, ARE DISCLAIMED
 BY THE PARTIES.**

**Article Ten. Default and Early
 Termination**

10.1 Prior to the expiration of any initial or subsequent term of this Agreement, this Agreement may be terminated in the event of the occurrence of any of the following events:

- (i) Immediately upon the occurrence of a Bankruptcy Event by either Party;
- (ii) Pursuant to the terms set forth herein, upon the occurrence of a Regulatory Event;
- (iii) Pursuant to the terms set forth in Exhibit A as those terms relate to the annual renegotiation of a retail adder;
- (iv) By mutual written agreement of the parties;
- (v) As otherwise provided below in Section 10.2.

10.2 If either Party fails to comply with any material term or condition of this Agreement and such failure is not excused as Force Majeure, such Party shall be in default under this Agreement. If a Party is in default under this Agreement, the Party claiming that the other Party is in default shall give notice to the defaulting Party in writing detailing the alleged default and requesting specific relief that is in accord with the

terms and conditions of this Agreement. The Party receiving such notice of default shall respond in writing within five (5) business days affirming or denying the alleged default and detailing how any such default under this Agreement will be cured. If the Party claiming the default is not reasonably satisfied that such default has been cured within thirty (30) days following the date that the notice of default has been received by the defaulting Party, the claiming Party shall be free to seek legal redress and take such other actions, including termination of this Agreement, as it sees fit, but limited to the extent set forth in Section 11.1 herein.

10.3 Enforcement of Remedies. Except to the extent set forth in Section 11.1 herein, the Party claiming default under Section 10.2 above may enforce any of its remedies under this Agreement successively or concurrently at its option. All of the remedies and other provisions of this Article shall be without prejudice and in addition to any right of setoff, recoupment, combination of accounts, lien or other right to which any Party or any of its Affiliates is at any time otherwise entitled (whether by operation of law or in equity, under contract or otherwise).

Article Eleven. Notices

11.1 Unless otherwise specified, all notices, requests, statements or payments under this Agreement shall be made to the following:

Volunteer Energy Services, Inc.

Attachment: Exhibits (1688 : Gas Aggregation Agreement with Volunteer Energy for 2017 - 2018)

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All Notices: **Volunteer Energy Services, Inc.**
 Street: **790 Windmill Drive**
 City and State: **Pickerington, Ohio**
 Zip: **43147**
 Attn: **Larry Taylor**
 With a Copy to: **John L. Einstein, IV, Esq.**

The City of Reynoldsburg
 All Notices: City of Reynoldsburg
 Street: 7232 East Main Street
 City and State: Reynoldsburg, Ohio
 Zip: 43068
 Attn: **William J. Sampson, LEED Green Assoc.**

11.2 Notices shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States certified mail – return receipt requested, overnight courier service. Notice by hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a business day, and otherwise shall be effective at the close of business on the next business day after receipt. Notice by overnight United States mail or courier shall be effective (2) two business days after delivery. Notice by certified US mail, return receipt requested, shall be effective five (5) business days following delivery. A Party may change its addresses or the contact person by providing notice of the same in accordance herewith.

Article Twelve. Confidentiality

12.1 **Obligation of Confidentiality.** The parties agree to the extent permitted by law, for themselves and their respective Representatives to keep

confidential all Confidential Information provided hereunder and to use the Confidential Information solely for purposes related to this Agreement. Except as provided herein, and as otherwise may be required by law. Confidential Information shall not be disclosed by the receiving Party (“Receiving Party”) to any third party without the prior written consent of the disclosing Party (“Disclosing Party”); and such third party shall be requested to treat the Confidential Information in accordance with this Agreement.

12.2 **Disclosure.** In the event either Party is required to disclose such Confidential Information by a law, court, agency or other governing body having, or purporting to have, jurisdiction over the Party, such Party shall use reasonably best efforts notify the other Party prior to any disclosure, if such notice is, in the determination of the Receiving Party’s counsel, permitted by law, so as to allow the other Party an opportunity to resist such disclosure and/or to seek appropriate protection from further disclosure. If the Disclosing Party, in the determination of counsel, is compelled to disclose Confidential Information, the Disclosing Party may disclose that portion of the Confidential Information, which the Disclosing Party’s counsel advises that the Disclosing Party is compelled to disclose.

12.3 **Proprietary Rights, Survival.** The obligations under this Article Twelve shall survive the conclusion or

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termination of this Agreement for two (2) years.

Article Thirteen. General Terms

- 13.1 Entire Agreement, Amendments and Counterparts. The terms of this Agreement (including any exhibits, schedules and attachments hereto) constitute the entire agreement between the parties with respect to the matters set forth in this Agreement and may be changed only by written agreement executed after the date hereof by the Parties. All exhibits, schedules and addendum attached hereto are incorporated herein by reference. This Agreement and any modification hereof may be executed and delivered in counterparts, including by a facsimile transmission thereof, each of which shall be deemed an original.
- 13.2 No Waiver. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall not operate as a waiver thereof, nor shall any partial exercise of any such right preclude the exercise of any other right. No waiver shall be valid unless set forth in a mutually signed writing, and any such waiver shall not operate as a waiver of the same or any other right on another occasion, unless otherwise agreed to mutually in writing.
- 13.3 Headings. The headings used for the articles and sections herein are for convenience only and shall not affect the meaning or interpretation of the provisions of this Agreement.
- 13.4 No Partnership. Nothing in this Agreement shall constitute or be construed as constituting or tending to create an agency, partnership, master-servant or employer-employee relationship between the Parties.
- 13.5 Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the law of the State of Ohio without regard to principles of conflict of laws.
- 13.6 Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns, except as expressly provided in this Agreement.
- 13.7 Assignment. This Agreement shall not be assigned by either Party without the written consent of the other Party; which consent shall not be unreasonably withheld.
- 13.8 Authorization. Each Party to this Agreement represents and warrants that it has full and complete authority to enter into and perform this Agreement. Each person who executes this Agreement on behalf of either Party represents and warrants that he or she has full and complete authority to do so and that such Party will be bound by the Agreement.
- 13.9 Prefatory Statements. The Parties hereto agree and acknowledge that the prefatory statements in this Agreement are intended to be and shall be a part of the provisions of this Agreement.

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13.10 Severability. If any provision of this Agreement is determined to be invalid, void, or unenforceable by any court having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this Agreement.

13.11 Agent. The Municipality may designate an agent or Representative to act on its behalf, which agent or Representative Municipality may change from time-to-time upon notice to VESI.

Article Fifteen. Definitions

"Act" means Ohio Revised Code, Chapter 4929, as amended.

"Affiliate" means, in relation to any person, any entity controlled, directly or indirectly, by such person, any entity that controls, directly or indirectly, such person, or any entity directly or indirectly under common control with such person. For this purpose, "control" of any entity or person means ownership of a majority of the voting power of the entity or person. With respect to Municipality, the term Affiliate shall include but not be limited to any political subdivision of Municipality, or an instrumentality agency or department of Municipality.

"Aggregation Group" means the collection of Aggregation Members.

"Aggregation Member(s)" means those retail residential and commercial customers whose meters are read on a cycle basis by the Local Utility, are within the corporate limits of the Municipality, and who are eligible to and do become members of the

Municipality's Governmental Aggregation program.

"Bankruptcy Event" means either Party:

- (i) Is dissolved (other than pursuant to a consolidation, amalgamation or merger), becomes insolvent, is unable to pay its debts or admits in writing its inability generally to pay its debts as they become due, or makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (ii) Institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation;
- (iii) Seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or substantially all its assets, or has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets;
- (iv) In the case of the Municipality, there is appointed or designated any entity such as a board, commission, authority or agency to monitor, review, oversee,

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recommend or declare a financial emergency or similar state of financial distress;

- (v) Causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (iv) inclusive; or
- (vi) Takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

“**Btu**” means British thermal unit.

“**Commission**” means the Public Utilities Commission of Ohio.

“**Community Reinvestment Program**” Is a program where VESI contributes funds to the Municipality for certain purposes. The purposes of funds shall be designated and outlined in the agreement between VESI and the City of Reynoldsburg.

“**Confidential Information**” means any and all data and information of whatever kind or nature (whether written, electronic or oral), which is disclosed by one Party (the “Disclosing Party”) to the other Party (the “Receiving Party”) regarding itself, its business, and/or the business of its Affiliates. Information that is disclosed by one Party to the other which the Disclosing Party believes is confidential and is clearly designated as confidential shall be deemed Protected Information, only if such claim of confidentiality is conspicuously disclosed in writing or other tangible form that is marked “confidential” at the time of transmittal or if disclosed verbally is described as

confidential or proprietary at the time of the conversation and the Disclosing Party also supplements the verbal transmittal with a transmittal in writing or other tangible form that is conspicuously marked “confidential” or “proprietary” within five (5) days of the verbal disclosure. Each Party shall have the right to correct any inadvertent failure to designate information as Confidential Information by providing the other Party with timely written notification of the error, and the designated information shall be treated as Confidential Information from the time a Party receives the written notification. Confidential Information does not include information:

- (a) In the public domain at the time of disclosure;
- (b) That after disclosure passes into the public domain, except by a wrongful act of the Receiving Party;
- (c) Disclosed to the Receiving Party by a third party not under an obligation of confidentiality;
- (d) Already in the Receiving Party’s possession prior to disclosure by the Disclosing Party;
- (e) Subject to disclosure pursuant to Revised Code Section 149.43 or any other applicable law.

“**Customer Data**” includes, without limitation: the customer's name, billing address, meter address and usage information, account number, rate classification, and similar information that is applicable and necessary for VESI to provide its Retail Natural Gas Services hereunder.

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“Eligible Customer” means a customer that is eligible to participate in a governmental aggregation in accordance with Sections 4929.26 and 4929.27, Ohio Revised Code and Rule 4901:1-28-01(C), O.A.C, or as otherwise agreed to by the parties.

“Fixed Price Period” shall mean the flow date period of which a fixed price can be entered into for a specific period of time.

“Force Majeure” for purposes of this Agreement means an uncontrollable force that is not within the control of the Party relying thereon and could not have been prevented or avoided by such Party through the exercise of due diligence. Subject to the foregoing, Force Majeure shall include, but not be limited to, flood, earthquake, storm, drought, fire, pestilence, lightning, hurricanes, washouts, landslides and other natural catastrophes and acts of God; strikes, lockouts, labor or material shortage, or other industrial disturbances; acts of the public enemies, epidemics, riots, civil disturbance or disobedience, sabotage, terrorist acts, wars or blockades; governmental actions such as necessity to comply with any court order, law, statute, ordinance or regulation promulgated by a governmental authority; or any other unplanned or non-scheduled occurrence, condition, situation or threat not covered above, which renders either Party unable to perform its obligations hereunder, provided such event is beyond the reasonable control through the exercise of due diligence of the Party claiming such inability. Failures or interruptions, including government ordered interruptions, on the transmission or distribution systems relied upon for supplying Retail Natural Gas Services under this Agreement will constitute Force Majeure, provided that VESI has arranged for firm transportation service as noted in this Agreement.

“Governmental Aggregator” means an eligible governmental entity certified by the Commission to act as a governmental aggregator for the provision of competitive retail natural gas service under authority conferred by, *inter alia*, Section 4929.26 and 4929.27, Revised Code.

Governmental Aggregation” means a program certified by the Commission for the provision of competitive retail natural gas service under authority conferred by, *inter alia*, Section 4929.26 and 4929.27, Revised Code.

“Historical Load” means the most recent history of natural gas consumption for the Aggregation Group and/or Aggregation Member(s).

“Local Utility” means, Columbia Gas of Ohio, the natural gas distribution utility providing services to the Aggregation Group of the Governmental Aggregation program.

“Mcf” means one thousand (1,000) cubic feet of natural gas.

NYMEX Strike Price” means, a monthly NYMEX closing for the first of the following month for natural gas delivery. NYMEX closes two (2) business days before the end of the month. The price includes NYMEX basis, interstate transmission, shrinkage fuel loss, Mcf Btu conversion and supplier margin.

“Regulations” means Public Utilities Commission of Ohio and Federal Energy Regulatory Commission rules, regulations and precedent, to the extent of their respective jurisdictions.

“Representative” means, as to a Party, any Affiliate, or any shareholder, officer,

City of Reynoldsburg
Volunteer Energy Services, Inc.
Date

director, employee, agent, attorney, or
advisor of the Party or its Affiliate.

Execution of Agreement

The Parties acknowledge their agreement to the terms herein by their signatures below.

City of Reynoldsburg

Volunteer Energy Services, Inc.

By: _____

By: _____

Name:

Name: Richard A. Curnutte Sr.

Title: Mayor

Title: President

Attachment: Exhibits (1688 : Gas Aggregation Agreement with Volunteer Energy for 2017 - 2018)

Opt-Out List Preparation

We contact Columbia Gas and request a list of each customer who is not under contract in the 43068 zip code. The list request usually takes 5 to 7 business days to receive. Once the list is generated, we then input the addresses into a specifically designed software package called XMAP 8 GIS. The software will sort through the addresses and will determine our mailing list. After the list is complete, we then docket the Opt-Out letter to the PUCO. The PUCO has a 10 day waiting period for review. After the Opt-Out letter has been on the docket for the 10 days, we can then mail the letter to the address. The Opt-Out letter will have a post mark date and an Opt-Out date. The Opt-Out date is always 21 days after the post mark date. We will then enroll all customers that did not Opt-Out of the program.



December 9, 2016

Sample

Dear Natural Gas Consumer,

Volunteer Energy Services, Inc. (VESI) in cooperation with the City of Shawnee Hills is providing you with the opportunity to join with other residents and small commercial customers in the City's natural gas Government Aggregation Program. **If you have received this letter and are outside the boundaries of the City of Shawnee Hills, please let us know by calling 800-977-8374.** Government Aggregation programs allow City officials to bring together citizens to gain group-buying power for the purchase of natural gas from a retail supplier licensed by the Public Utilities Commission of Ohio. Shawnee Hills voter's approved this program in November 2015.

During the past few months, we have researched options for competitive natural gas pricing for you. We have chosen VESI, an Ohio based corporation to provide you with natural gas on a year to year basis unless otherwise negotiated.

You will be automatically enrolled in the City's Natural Gas Government Aggregation Program unless you choose to "opt out" – that is, affirmatively choose not to participate. If you wish to be excluded from the City's natural gas aggregation program, you must return the enclosed "Opt-Out" form by **December 30, 2016**. Otherwise, you will be included in the aggregation program. If you do not opt out at this time, you will receive a notice at least once every two years asking if you wish to remain in the program. However, you do not need to do anything to participate. There is no cost for enrollment and you will not be charged a switching fee.

For members of this program, VESI has offered to provide natural gas to Aggregation Members at rate of 7% off of Columbia Gas Standard Choice Offer Market Adder per Ccf plus NYMEX month end settle at the burner tip. Columbia Gas rate is NYMEX + \$0.143 per Ccf at the burner tip. Through March, 2017, VESI's rate will be NYMEX + \$0.13299 per Ccf.

VESI will notify you if a new rate is established and you will automatically continue at that rate unless you choose to cancel. If you are ever unhappy with your rate, you may leave the program free of charge at any time. Please refer to the attached Terms and Conditions for full details of this offer.

After you become a participant in the City's natural gas aggregation program, Columbia Gas will send a letter confirming your selection of VESI as your natural gas provider. As required by law, this letter will inform you of your option to cancel your enrollment with VESI within seven business days of its postmark date. To remain in the City's government aggregation program, you don't need to take any action when this letter arrives. You will be automatically enrolled.

Columbia Gas of Ohio will always be responsible for ensuring the distribution of natural gas to your premises and will continue to maintain your meter, the monthly reads and the pipelines that deliver natural gas to your home. Your natural gas bill will also continue to come from Columbia Gas of Ohio. The only change you'll notice is the name of your new gas supplier, VESI, included on your bill.

If you have any questions, please call VESI toll-free at 1-800-977-8374, Monday through Friday, 9:00 a.m. to 4:00 p.m.

Sincerely,

City of Shawnee Hills and

Volunteer Energy Services, Inc.

Attachment: Exhibits (1688 : Gas Aggregation Agreement with Volunteer Energy for 2017 - 2018)

These **ENERGY SUPPLY TERMS AND CONDITIONS** have important information you need to know before you commit to natural gas service from Volunteer Energy Services, Inc. ("VESI"). VESI is an **Ohio** corporation whose customers include a variety of Ohio natural gas end users. As a supply customer of VESI, you agree to the Terms and Conditions of VESI's natural gas supply contract.

Service Arrangement: VESI's energy supply will be delivered to your residence or facility via the utilities pipeline on a month to month basis. Upon acceptance by the utility company at the price of 7% off of Columbia Gas SCO adder plus NYMEX month end close per Ccf. This rate includes a broker/agent fee. Each year the rate will be reviewed between The **Village of Shawnee Hills** and VESI.

Term: The term of this Agreement shall commence when accepted by VESI and shall continue on a year to year basis unless either party cancels. Natural gas service will begin within 60 days of acceptance by Columbia Gas. You may terminate this Agreement with VESI by providing a 30-day notice in writing to VESI or by telephone. Columbia Gas will continue to deliver VESI-supplied natural gas to your home at the agreed upon rate.

Office Locations and Hours: VESI's offices are located at 790 Windmill Drive, Pickerington, Ohio 43147 and are open from 8:30 A.M. to 4:00 P.M. E.S.T., Monday through Thursday. VESI can be reached by telephone at (614) 856-3128 or toll free at 800-977-8374. Telephone service hours are from 9:00 A.M. to 4:00 P.M. E.S.T., Monday through Friday. E-mail address is sraffeld@volunteerenergy.com.

Bill Payment Process: Columbia Gas of Ohio will continue to bill you monthly for their delivery services and also for VESI's natural gas supplies. Should you fail to pay the bill or fail to meet any agreed upon payment arrangement, Columbia Gas may terminate your service in accordance with its company tariffs, and this agreement with VESI may be automatically terminated. If VESI is providing billing services, VESI may terminate this agreement with fourteen (14) days' notice for failure to pay the bill or failure to meet any agreed upon payment arrangements.

Complaint Dispute Resolution: If you have any complaints regarding your natural gas service or your monthly bill, please contact us at **800-977-8374**. If your complaint is not resolved after you have called VESI, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO), toll free at 1-800-686-7826 or, for TTY toll free at 1-800-686-1570, from 9:00 a.m. to 5:00 p.m. weekdays or visit www.puco.ohio.gov. Residential customers may also contact the Ohio Consumers' Council (OCC) for assistance with complaints and utility issues toll free at 1-877-742-5622 from 8:00 a.m. to 5:00 p.m. weekdays or visit www.pickocc.org.

Amendment to Agreement: VESI may amend VESI's Supply Agreement from time to time upon approval from the **Village of Shawnee Hills**. Any amendments made would not take effect for a minimum of thirty (30) days and you will receive thirty (30) days written notice at members - service address. Notice of

any such change is public information and may be announced by a variation of the following methods: local newspaper press release, station announcement, written communications to participants or update on Village's website.

4.b.b

Emergency Service Problems: If you become aware of a gas emergency condition, or experience an unanticipated loss of gas service, you should contact the utility at the number listed on your gas bill.

Credit: If VESI is performing billing services, other than for operational maintenance, assignment and transfer of your account or, for commercial collection, VESI will not disclose your account number without your affirmative written or electronic authorization or pursuant to a court or commission order. Additionally, if billing, other than for the purposes of credit checking and credit reporting, VESI will not disclose your social security number without your affirmative written consent or pursuant to a court order.

Termination/Rescission of Agreement: You may rescind your natural gas supply enrollment with Columbia Gas of Ohio within seven (7) days of the payment mark date of the confirmation notice from Columbia Gas. After the initial seven (7) day period, either you or VESI may terminate the contract at any time providing the non-terminating party thirty (30) days written notice of such termination, without penalty. You will remain responsible for all natural gas consumed by you prior to the actual cessation of services. If your supply contract with VESI is terminated, your natural gas supply will automatically be provided by the utility under its standard tariff unless or until you choose another supplier. If you voluntarily terminate participation in the City's natural gas government aggregation program, you may be charged a price other than the Columbia Gas regulated sales service rate. **There will be no early termination fees associated with the Village's program.** This agreement will automatically terminate upon the occurrence of any of the following: (1) the requested service location is not served by Columbia Gas; (2) you move outside the Columbia Gas service area to an area not served by VESI; or (3) VESI terminates your supply agreement and returns you to the incumbent natural gas company. You have the right to terminate this agreement, without penalty, for any reason at any time.

Program Compliance: The utility's deregulation program is subject to the ongoing jurisdiction of the PUCO. If the PUCO cancels the program, this contract is rendered void with no penalty to either party. The laws of the State of Ohio will govern this agreement.

VESI's fixed rate excludes utility charges and taxes. Service is subject to enrollment processing timelines as determined by your local utility and VESI's aforementioned Terms and Conditions of Service. To be eligible to participate in the aggregation, you must: (1) have a residence or business located in the **Village of Shawnee Hills**; (2) be eligible to receive natural gas from Columbia Gas of Ohio; (3) meet Ohio non-mercantile requirements; (4) be current with your natural gas payments or payment arrangements; (5) not be enrolled in the PUCO program; and (6) currently not taking supply service from another natural gas marketer. If you believe you received this letter in error as you are not located in the **Village of Shawnee Hills**, please contact VESI to remove your account from our aggregation list.

Sample

*P.S. Remember to return the opt-out form **only if you do not** want to participate in the Village's Governmental Aggregation program.*

OPT-OUT FORM FOR THE VILLAGE OF SHAWNEE HILLS GOVERNMENTAL AGGREGATION PROGRAM

I wish to opt out of the Village of Shawnee Hills Governmental Aggregation Program

Service Address: _____

Phone Number: _____ Account Number: _____

Printed Name: _____ Date: _____

Account holder's signature: _____

Mail by **December 30, 2016** to: Village of Shawnee Hills Governmental Aggregation Program, 790 Windmill Drive, Pickerington, Ohio 43147

Alternative Product

24 Month Agreement. Proposed pricing for Guaranteed Savings of 8% off current Standard Choice Offer (SCO) Adder rate, a rate of NYMEX plus 8% off the current SCO Adder of \$1.45 through March 31, 2018. After which Volunteer Energy will use commercially reasonable efforts to maintain a similar discount for the balance of the term but in no event shall the discount be less than \$0.03 below the then-current SCO Adder thereafter for Aggregation Members serviced by Columbia Gas of Ohio.

Service Department**Eric Snowden****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6829 Phone****ORDINANCE REQUEST**

DATE: March 27, 2017**TO: Service Committee****RE: ORDINANCE TO AMEND THE CODE OF ORDINANCES OF
THE CITY OF REYNOLDSBURG, OHIO: AMENDING SECTION
905.03 DUTY TO MAINTAIN SIDEWALK AND TREE LAWN OF
CHAPTER 905 STREETS GENERALLY; AND SECTION 917.02
PLANS AND SPECIFICATIONS TO BE ATTACHED TO PERMIT
OF CHAPTER 917 DRIVEWAYS. (Second Reading 3/13/2017).**

Please see attached document for memo and proposed text amendments.

TO: Members of the City Council

FROM: Eric Snowden, Planning & Zoning Administrator

RE: Revisions to Public Services Code

DATE: December 15, 2016

Council Members:

In conjunction with a general review of Codified Ordinances, it has come to my attention that there are two incorrect references contained in Part 9 of our Code. In order to make sure that all City ordinances are clear in meaning and easy to use, I am proposing two minor revisions to the following sections:

The first is the reference to another chapter contained in Section 905.03 of the Code. This section was intended to refer to Chapter 919 Trees. The second reference is to the title of a City staff member in Section 917.02. Staff revised the Building Code to refer consistently to the Building Official of the City. This section needs to be revised to be consistent with that code. The section also incorrectly refers to a building permit, when, from the context, it should refer to the driveway permit mentioned throughout the chapter.

Please see the attached exhibit and feel free to contact me with any additional questions.

Respectfully,

Eric Snowden
Planning & Zoning Administrator

CC: Dan Havener,
Bill Sampson
John Paszke

Attachment: 20170123 Part 9 - Incorrect References (1658 : Amendment to Part 9 of the Codified Ordinances)

905.03 DUTY TO MAINTAIN SIDEWALK AND TREE LAWN.

An owner or person having charge of a lot shall maintain the portions of the right-of-way abutting his or her premise(s), including the sidewalk and tree lawn in a manner free of weeds, high grass, trash and consistent with the provisions of the Property Maintenance Code and with Chapter ~~945~~919.

917.02 PLANS AND SPECIFICATIONS TO BE ATTACHED TO PERMIT.

The Building ~~Inspector~~Official shall attach a copy of the plans and specifications to each ~~building~~ permit issued ~~by him~~.

Development Department**Eric Snowden****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6829 Phone****ORDINANCE REQUEST**

DATE: **March 27, 2017****TO:****RE:** ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE
CITY OF REYNOLDSBURG, OHIO: AMENDING SECTION 913.04
SPECIFICATIONS, PERMIT FEE OF CHAPTER 913 PRIVATE
ROADWAYS AND SECTION 1127.09 UNDERGROUND ELECTRIC
AND TELEPHONE LINES OF CHAPTER 1127 STANDARDS. (Second
Reading 3/13/2017).

See the attached document for details of proposed text amendment.

913.04 SPECIFICATIONS; PERMIT FEE.

(b) The minimum pavement width for private roadways shall be twenty-six feet and the maximum grade shall be six percent, provided that the minimum grade for private roadways shall be one-half of one percent at the gutter, unless otherwise approved by the ~~Director of Engineering~~ City Engineer.

1127.09 UNDERGROUND ELECTRIC AND TELEPHONE LINES.

(c) The preliminary plan with respect to the subdivision shall be submitted to the ~~Director of Engineering~~ City Engineer and to the electric and telephone utility companies which will provide service to the subdivision for their recommendations with respect to the width and location of easements for electric and telephone distribution cables and related facilities. The recommendations of the City Engineer and such utility companies shall be submitted to the Planning Commission by the owner of the subdivision together with the plat of the subdivision. Prior to signing the plat of the subdivision, the Planning Commission shall determine that adequate easements are provided for all utility services, including underground electric and telephone distribution wires, conduits, cables, gas pipelines, sewer and water lines. The owner of the subdivision shall, at the time the plat of the subdivision is submitted for approval, present such evidence as the Planning Commission deems necessary to ensure that the owner shall makes or has made provision for all utility services, including underground electric and telephone distribution wires, conduits, cables, gas pipelines, sewer and water lines in accordance with this section, adequate for the anticipated needs of the subdivision.