



**SERVICE COMMITTEE - MEL CLEMENS
MONDAY MARCH 13, 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

* * * * *

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 – February 27, 2017
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.
 - 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).
 - 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).



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

**COMMITTEE MEETING: IMMEDIATELY FOLLOWING THE PREVIOUS
MEETING**

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

1. Call to Order

PRESENT: Clemens, Cicak, Luzader, Spalding
ABSENT:

2. Approval of Agenda

Agenda stands approved.

3. Approval of Minutes

a. Service Committee – Committee Meeting – January 23, 2017

Minutes stand approved.

b. Service Committee – Committee Meeting – February 13, 2017

Minutes stand approved.

4. Discussion

a. Liquor Permit Request- #9695635 Winking Lizard of Reynoldsburg

Chief O'Neill: Thank you Chairman Clemens, members of Committee. Given the location, we didn't see that there was any concern with any restrictions as it relates to proximity to schools, churches or day care, this is a, for lack of a better term, this is a chain and there was no issues that we saw and we checked with Liquor Control about them and we don't have any reason to contest this permit.

Permit request stands.

b. 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 – 137 Waggoner Road, Reynoldsburg, Ohio, from R-1 Single Family Residence District to PCD Planned Commercial Development District, Applicant, United Dairy Farmers.

Mr. Snowden: Thank you Mr. Chairman. This is an application that was received by the Planning & Zoning Division for Zoning District Change. Current zoning district is R-1

Minutes Acceptance: Minutes of Feb 27, 2017 7:33 PM (Approval of Minutes)

Single Family residence that is kind of a place holder zoning, although there is an existing home on the property. PCD means that the zoning regulations will be uniquely tailored for this particular use at this particular site. I will turn you to the referenced re-zoning text that is in your packet. I am working with the property owner to revise that, mainly for the reason to have them all the same format as they are approved and retained in our records. So I will get you a revised copy of that. This will need to go to a combined hearing once it is approved by the full Council for first reading. I see in the absence of President Joseph, we'll be having the President Pro Tempore schedule. The earliest it could be scheduled is March the 27th and that could proceed to Planning Commission on April the 6th after which it would return to Council for the subsequent readings. I will prepare a full written report which I will provide to you in time for the combined hearing and as well as the Planning Commission. The applicant is here tonight if you have any questions.

Mr. Cicak: My question that I had looking at the plans I saw nothing to protect the water way that is right by that. It's pretty pristine area.

Mr. Snowden: Mr. Cicak, I'm going to request the applicant come up and respond to you on that, but as we discussed, they do have requirements and they do have to follow the storm water manual of the city and secondly I have been in discussions with the applicant to do what's called a preservation zone over a portion of the property that's not going to be developed and will not be developable given the constraints of the terrain. That can be done at this phase or that can be done at the Major Site phase. I'm still in discussion with the applicant about whether that's appropriate and meets their needs.

Mr. Hershberger: CESO Civil Engineers, 395 Springside Drive, Suite 202, Akron, Ohio. To answer your question, at this point, we don't have any details showed on the plans because they're preliminary plans, but we will have to meet Army Corp requirements for any filling in of stream, which we'll have to do a small portion of, so that goes through the Army Corps of Engineers and as part of that we have to meet their requirements. We'll have to meet the City of Reynoldsburg's storm water requirements through your Engineer department, part of that follows the EPA guidelines for storm water quality which I think most of your question is in regards too. So we will have to have some sort of water quality structure as part of our underground detention system whether it be an aquaform or whatever your engineer figures out.

Mr. Clemens: Thank you Nick, you will have this together for the Public Hearing?

Mr. Snowden: Mr. Chairman, could you clarify what you mean by "all this". If you mean a report, I will prepare a report that will make your packet for that particular meeting. Secondly, I already have a re-zoning text that just hasn't made it to your packet yet. These re-zoning texts are complex because they're unique to the site and I prefer to have them and it's helpful if they are in a similar format.

Mr. Luzader: I know the plans that you submitted with the application are basically concept drawings. When do we see the actual construction drawings?

Mr. Snowden: How the process works over all, the process gets more specific as it moves on. The re-zoning phase is typically a concept phase, the major site plan phase there is usually more detail and the plot utility grade phase, that is usually where the engineering detail gets reviewed in depth. How much specificity are you referring to? Are you referring to the exterior drawings?

Mr. Luzader: Well, just the actual construction drawings, once they break ground, the actual plans they will be following as to what goes here, what does there.

Mr. Snowden: So the specific answer to your question is, you're referring to the plot grade utility and the building plans. Those are reviewed at the very tail end of the entire process. But what you're being asked to approve now, the concept site, just to give you an example, if a building needed to move over 2 feet to accommodate some form of engineering, that would be acceptable given the process and the code. If something has to move 50 feet and add a bunch of new uses or additional requirements, that would require the applicant to rezone or get a new major site plan depending on what the project was. So the ultimate answer to your question is the official drawings, the building plans and the plot grade utility, but I review those as well as other city staff for compliance with the major site plan which is reviewed for compliance with the concept plan.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 2/27/2017 8:00 PM
MOVER:	Mel Clemens, Ward IV	
SECONDER:	Marshall Spalding, Ward III	
AYES:	Clemens, Cicak, Luzader, Spalding	

- 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.

Mr. Snowden: Mr. Chairman with your permission I'd like to address items c and d together. We've been working to refine our zoning code and a lot of related engineering codes which represent our zoning code. Here are a couple places where there were some minor word changes. That's really the extent of it. There were a couple places where one number was represented incorrectly, one was where a portion said Section and another said Chapter and I'm doing those to be correct and the reason I'm doing that now is because we've worked through a series of changes, we've done a codification with our codifier and I had a chance to review a clean copy with more detail and saw where we could do better and where an item was missed and that is what's going on with this ordinance. There is no policy or regulation changes with those.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 2/27/2017 8:00 PM
MOVER:	Mel Clemens, Ward IV	
SECONDER:	Brett Luzader, Ward II	
AYES:	Clemens, Cicak, Luzader, Spalding	

- d. 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.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 2/27/2017 8:00 PM
MOVER:	Mel Clemens, Ward IV	
SECONDER:	Stephen Cicak, Ward I	
AYES:	Clemens, Cicak, Luzader, Spalding	

- e. ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH EMH&T FOR THE ENGINEERING AND MANAGEMENT OF SEWER LINE CCTV AND MANHOLE INSPECTIONS. (Second Reading 2/13/2017).

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 2/27/2017 8:00 PM
MOVER:	Mel Clemens, Ward IV	
SECONDER:	Marshall Spalding, Ward III	
AYES:	Clemens, Cicak, Luzader, Spalding	

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

DATE: March 13, 2017**TO: Finance 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.**

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 TownshipJanuary 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 TownshipJanuary 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

City of Reynoldsburg
 Volunteer Energy Services, Inc.
 Date

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:

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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,

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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.a.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 13, 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. (First Reading 2/27/2017).**

Please see attached document for memo and proposed text amendments.

 CITY OF REYNOLDSBURG *Mayor Brad McCloud*

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 13, 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. (First Reading 2/27/2017).

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.