London City Council
20 S. Walnut Street, London, Ohio 43140
October 2, 2025, at 6:30pm
Agenda

Call to Order

Roll Call

Minutes – Approval of September 18, 2025, minutes

Public Hearings

RESOLUTION 180-25 Sponsored by: Shannon Treynor
A RESOLUTION ADOPTING THE RECOMMENDATIONS OF THE PLANNING COMMISSION.

RESOLUTION 181-25 Sponsored by: Shannon Treynor
A RESOLUTION ADOPTING THE RECOMMENDATIONS OF THE PLANNING

Communications/Announcements

Audience Concerns

Committee Reports

City Official Reports

Old Business

8th Reading

ORDINANCE 150-25 **Sponsored by: Andrew Hitt**
AN ORDINANCE authorizing the city to enter into the sustainable Ohio public energy council ("SOPEC"), The execution and delivery of the agreement establishing SOPEC and approving the bylaws of SOPEC

ORDINANCE 151-25 **Sponsored by: Andrew Hitt**
AN ORDINANCE approving the plan of operation and governance for the Sustainable Ohio Public Energy Council ("SOPEC") Electric aggregation program, and for the purpose of jointly establishing and implementing an electric aggregation program.

6th Reading

RESOLUTION 159-25 **Sponsored by: Brent McDaniels**
A RESOLUTION to abolish the City of London recycling program

4th Reading

RESOLUTION 180-25 **Sponsored by: Shannon Treynor**
A RESOLUTION ADOPTING THE RECOMMENDATIONS OF THE PLANNING COMMISSION. Madison Reserve Project
Public Hearing Scheduled for October 2, 2025

RESOLUTION 181-25 **Sponsored by: Shannon Treynor**
A RESOLUTION ADOPTING THE RECOMMENDATIONS OF THE PLANNING COMMISSION. Cypress Church project
Public Hearing Scheduled for October 2, 2025

2nd Reading

RESOLUTION 181-25 **Sponsored by: John Stahl**
A RESOLUTION TRANSFERRING APPROPRIATIONS. The City needs to pay County for contract services for dispatching

New Business

RESOLUTION 183-25 **Sponsored by: Shannon Treynor**
A RESOLUTION AUTHORIZING THE AUDITOR TO INCREASE APPROPRIATIONS AND TRANSFER FUNDS

RESOLUTION 184-25 **Sponsored by: Andrew Hitt**
A RESOLUTION AUTHORIZING THE FIRE CHIEF TO APPLY FOR AND ACCEPT A GRANT FROM THE OHIO DEPARTMENT OF PUBLIC SAFETY

RESOLUTION 185-25 **Sponsored by: Andrew Hitt**
A RESOLUTION INCREASING APPROPRIATIONS. The Fire Department has been awarded a grant from the Ohio Department of Public Safety

RESOLUTION 186-25 **Sponsored by: Greg Eades**
A RESOLUTION INCREASING APPROPRIATIONS. The Sanitation department will need to pay Rumpke for trash hauling for the rest of the year

RESOLUTION 187-25 **Sponsored by: Shannon Treynor**
A RESOLUTION DIRECTING THE CITY OF LONDON TO ENTER INTO AGREEMENT WITH AN ELECTRICITY SUPPLIER THROUGH ASPEN ENERGY CORP. TO SUPPLY THE CITY OF LONDON'S ELECTRICITY AGGREGATION PROGRAM.

Round Table
Adjournment

RESOLUTION 150-25
Sponsored by: Andrew Hitt

AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO THE SUSTAINABLE OHIO PUBLIC ENERGY COUNCIL ("SOPEC"), THE EXECUTION AND DELIVERY OF THE AGREEMENT ESTABLISHING SOPEC, AND APPROVING THE BYLAWS OF SOPEC.

WHEREAS, the City Council of London, Ohio (the "City") previously enacted legislation authorizing the City to establish an opt-out electric aggregation program, pursuant to Section 4928.20 of the Ohio Revised Code (the "Electric Aggregation Program"), for the residents, businesses, and other eligible electric consumers located within the City, and for that purpose, to act jointly with any other village, city, township, municipal corporation, county, or other political subdivision of the State of Ohio, as permitted by law; and

WHEREAS, by joining the Southeast Ohio Public Energy Council (DBA Sustainable Ohio Public Energy Council) ("SOPEC"), the City will be able to act jointly with other members of political subdivisions and thereby maximize the potential benefit of electric deregulation through group purchasing efforts.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LONDON, STATE OF OHIO

SECTION 1.

The City Council finds and determines that it is in the best interest of the City, including the electric consumers located within the City, to join SOPEC and to adopt the SOPEC Bylaws, for the purpose of: (1) establishing and implementing an Electric Aggregation Program with SOPEC within the City; and (2) utilizing SOPEC's Additional Programs.

SECTION 2.

The Mayor of the City is hereby authorized and directed to execute and deliver the Agreement Establishing the Southeast Ohio Public Energy Council (DBA Sustainable Ohio Public Energy Council) (the "SOPEC Agreement"). The SOPEC Agreement shall be substantially in the form presented to this City Council and on file with the Clerk, subject to such changes, insertions, and omissions that are consistent with this Ordinance and are not substantially adverse to the City and as may be approved by the Mayor, which approval shall be conclusively evidenced by the execution of the SOPEC Agreement.

SECTION 3.

The City Council hereby approves and adopts the Bylaws of SOPEC in the form attached to the SOPEC Agreement.

SECTION 4.

It is found and determined that all formal actions of this City Council concerning and relating to the passage of this Ordinance were adopted in open meetings of this City Council, and that all deliberations of this City Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including the City's Codified Ordinances and Section 121.22 of the Ohio Revised Code.

SECTION 5.

That this ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED:

ATTEST:

_____
Matt Edgington
Clerk of Council

_____
Joshua Peters
President of Council

Submitted to Mayor: _____

APPROVED:

Date of Approval: _____

_____
Patrick Closser, Mayor

_____
Jennifer Hitt, Law Director
Approved as to Form

I, Matt Edgington, Clerk of Council for the City of London, Ohio, do hereby certify that the foregoing Ordinance/Resolution No.150-25 was posted on the City of London's website, www.londonohio.gov on the _____day of_____, 2025 and on the_____day of_____, 2025

_____
Clerk

#_____

Vote	Abstain	Suspend	Adopt
Andrew Hitt			
Rich Hays			
John Stahl			
Greg Eades			
Shannon Treynor			
Brent McDaniels			
Joshua Peters			
Lisa Jackman			

CERTIFICATE

The undersigned, Clerk of Council of the City of London, Ohio, hereby certifies that the foregoing is a true and correct copy of Ordinance No. _____-25, passed by the Council of the City of London, Ohio on the ____ day of _____, 2025.

_____
Matt Edgington
Clerk of Council

AMENDED AND RESTATED AGREEMENT

ESTABLISHING THE

SOUTHEAST OHIO PUBLIC ENERGY COUNCIL

(DBA SUSTAINABLE OHIO PUBLIC ENERGY COUNCIL)

This AMENDED AND RESTATED AGREEMENT is made and entered into as of October 8, 2014, as amended and restated as of July 20, 2023 ("Agreement"), by and among the political subdivisions identified below.

RECITALS:

WHEREAS, Ohio Revised Code Chapter 167 provides that the governing bodies of two or more political subdivisions may enter into an agreement establishing a regional council of governments for purposes that include promoting cooperative agreements and contracts among members and other governmental agencies and private persons, corporations, or agencies.

NOW, THEREFORE, in consideration of the services to be made available to and by the Southeast Ohio Public Energy Council (DBA Sustainable Ohio Public Energy Council), also referred to herein as "SOPEC," it is agreed by and between the Members of SOPEC and any additional political subdivisions that may hereafter become Members as follows:

Section 1. Definitions.

Definitions of terms used in this Agreement and Amended and Restated Bylaws ("Bylaws") are set forth on Exhibit A hereto.

Section 2. Name.

The name of the council of regional governments that comprises all Members shall be the "Southeast Ohio Public Energy Council," which also may do business under one or more trade names, including the Sustainable Ohio Public Energy Council.

Section 3. Members.

Members of SOPEC shall be set forth on Exhibit B hereto, and shall include any other political subdivisions which become members of SOPEC pursuant to Bylaws established pursuant to Section 6 of this Agreement. Each Member shall have one representative to the Assembly, as further set forth in the Bylaws.

EXHIBIT
A
150-25

Section 4. Purpose: The Aggregation Programs; Additional Programs of the Council.

The purpose of this Agreement is to allow Members to collectively pursue the benefits of the Aggregation Programs and Additional Programs of the Council that the Council may establish. The Council may negotiate and enter into all necessary programs, contracts and take any necessary and incidental actions to effect and carry out the purposes of the Aggregation Programs for the benefit of the Members and their respective electricity and natural gas consumers. The Members will act jointly through the Council to establish and implement the Aggregation Programs and the Board of Directors may establish Additional Programs of the Council, as set forth in the Bylaws.

Section 5. Fiscal Year.

The fiscal year for SOPEC shall be the twelve month period beginning January 1 and ending December 31.

Section 6. Adoption of Bylaws.

Within ninety (90) days of adoption of this Agreement, Members shall meet for the purpose of adopting Bylaws of SOPEC. The Bylaws shall address the purposes of SOPEC, its governance, addition and withdrawal of members, adding new programs, and other governance issues including SOPEC's decision-making process and the designation of its fiscal agent.

Section 7. Withdrawal and Inclusion of Members.

All issues pertaining to the withdrawal of existing Members or inclusion of new Members shall be governed by the Bylaws.

Section 8. Amendments.

This Agreement may be amended subject to the majority vote of the signatory Members to the Agreement, until the adoption of Bylaws pursuant to Section 6 of this Agreement, at which time all amendments to this Agreement will be subject to the provisions set forth in the Bylaws.

Section 9. Term and Termination.

It is the intention of the Members that this Agreement shall continue for an indefinite term, but may be terminated subject to the provisions set forth in the Bylaws.

Section 10. Effective Date.

This Agreement shall take effect initially this 8th day of October, 2014, as amended and restated effective July 20, 2023. This Agreement, as amended, may be signed in separate counterparts on behalf of one, or more than one, of the Members, and may be signed

electronically, without the necessity for any one counterpart to be signed on behalf of all Members.

The Honorable Chris Chmiel,
Athens County Commissioner
Chairman of the Board of Directors

The Honorable Steve Patterson
Mayor of Athens
Vice Chair of the Board of Directors

EXHIBIT A

As used in this Agreement and in the Bylaws the following words shall have the following meanings:

"Additional Program" means any other cooperative program the Council may establish, with approval of the Council's Board of Directors, under an Additional Program Agreement.

"Additional Program Agreement" means any agreement among some or all Members, and such non-members as may be permitted to participate, establishing an Additional Program in accordance with Section 9 of the Bylaws.

"Additional Program Costs" means, with respect to any Additional Program of the Council, all costs incurred by the Council or the Fiscal Agent of the Council, in connection with the activities and operations of that Additional Program, as defined in the corresponding Additional Program Agreement; provided, however, that no Member shall be assessed Additional Program Costs if the Member is not participating in such Additional Program.

"Advisory Committee" means any committee established by the Board of Directors pursuant to the Bylaws to advise the Board of Directors or the Fiscal Agent with respect to the management and operation of any Program. The Board of Directors shall define the duties of each Advisory Committee.

"Aggregation Costs" means all costs incurred by the Council or by the Fiscal Agent in connection with the activities and operation of the Council for the Aggregation Programs; provided, however, that no Member shall be assessed Aggregation Costs unless such assessment is imposed on all Members and unanimously approved by all impacted Members at a meeting of the Assembly.

"Aggregation Fund" means the fund established and maintained by the Fiscal Agent of the Council as a separate fund pursuant to Section 10 of the Bylaws, into which the Fiscal Agent shall deposit any and all moneys contributed by the Members for Aggregation Costs of the Council, if any.

"Aggregation Programs" means the cooperative programs for the benefit of the Members acting as governmental aggregators to arrange for the purchase of electricity by electric customers and natural gas by natural gas customers in the political subdivisions that join the Southeast Ohio Public Energy Council (DBA Sustainable Ohio Public Energy Council), pursuant to the terms of Ohio Revised Code Sections 4928.20 and 4929.26, and this Agreement.

"Agreement" means this agreement, as the same may be amended, modified, or supplemented in accordance with Section 8 hereof.

"Assembly" means the legislative body of the Council established pursuant to, and having those powers and duties enumerated in, the Bylaws.

"Bylaws" means the regulations adopted by the Council pursuant to Ohio Revised Code Section 167.04 and this Agreement, as the same may be amended, modified, or supplemented in accordance with Section 13 thereof.

"Council" means the Southeast Ohio Public Energy Council (DBA Sustainable Ohio Public Energy Council) established by this Agreement.

"Fiscal Agent" means the person or organization designated by the Members of the Council to receive, deposit, invest, and disburse funds contributed by the Members or otherwise received by the Council, for the operation of the Council and its Programs, in accordance with this Agreement, the Bylaws and any applicable Program Agreement. The Council may serve as its own Fiscal Agent.

"Fiscal Year" means the twelve (12) month period beginning January 1 and ending December 31.

"Member" means any municipal corporation, county, township, or any other political subdivision under the laws of the State of Ohio which pursuant to duly adopted legislation, has caused this Agreement to be executed in its name, which Member shall be listed on Exhibit B hereof, including any additional municipal corporation, county, township, or any other political subdivision under the laws of the state of Ohio which has caused this Agreement to be executed in accordance therewith, and has not withdrawn from the Council pursuant to this Agreement or the Bylaws.

"Program" means an Aggregation Program or any Additional Program.

EXHIBIT B

Current List of SOPEC Member Communities & Political Subdivisions

Athens County
Athens County
City of Athens
Village of Albany
Village of Amesville
Village of Buchtel
Village of Chauncey
Village of Jacksonville
Village of Trimble

Columbiana County
Unity Township

Cuyahoga County
City of Cleveland

Franklin County
Blendon Township
City of Gahanna
City of Upper Arlington
Village of Marble Cliff

Gallia County
City of Gallipolis
Village of Rio Grande

Greene County
Village of Yellow Springs

Hocking County
City of Logan

Meigs County
Village of Racine

Montgomery County
City of Dayton
City of Huber Heights
City of Riverside

Morgan County
Village of Chesterhill
Village of McConnelsville

Muskingum County
Village of New Concord
Village of Norwich

Perry County
Village of Glenford
Village of Hemlock
Village of New Straitsville
Village of Shawnee
Village of Somerset

Pike County
Village of Piketon

Washington County
City of Belpre
Village of Lowell

Political Subdivisions
Athens-Hocking Solid Waste District
Dayton Metro Library
Five Rivers MetroParks
Hocking Conservancy District
MetroParks of Butler County
Muskingum Watershed Conservancy District
Syracuse Racine Regional Sewer District

AMENDED AND RESTATED BYLAWS

GOVERNING THE

SOUTHEAST OHIO PUBLIC ENERGY COUNCIL

(DBA SUSTAINABLE OHIO PUBLIC ENERGY COUNCIL)

WHEREAS, certain municipal corporations, counties, townships, and other political subdivisions under the laws of the State of Ohio (each, a "Member") entered into an Agreement Establishing the Southeast Ohio Public Energy Council, also referred to herein as "SOPEC", which also may do business under one or more trade names, including the Sustainable Ohio Public Energy Council, (the "Agreement") pursuant to Ohio Revised Code Chapter 167, for the purpose of carrying out the Aggregation Programs pursuant to Ohio Revised Code Sections 4928.20 and 4929.26, and any Additional Programs which the Members or Board of Directors of the Council may approve, from time to time, and which are authorized under the laws of the State; and

WHEREAS, Ohio Revised Code Section 167.04 requires and the Agreement provides that the Council shall adopt Bylaws designating the officers of the Council and the method of selection thereof, creating a governing board to act for the Council, appointing a fiscal officer, and providing for the conduct of the Council's business; and

WHEREAS, each Member has by duly adopted legislation authorized its representative to approve these Bylaws, and the representatives of the Members have met for the purpose of adopting and amending these Bylaws in accordance with Ohio Revised Code Section 167.40 of the Agreement.

NOW, THEREFORE, the following provisions shall constitute the Bylaws of the Council:

Section 1. Definitions.

Any capitalized word or phrase used in these Bylaws and not otherwise defined herein, shall have the meaning given in Exhibit A of the Agreement as the Agreement may, from time to time, be amended, modified, or supplemented in accordance with Section 13 hereof.

Section 2. Inclusion of Members.

Any municipal corporation, county, township, or any other political subdivision under the laws of the State of Ohio may apply to become a Member of the Council by submitting an application in writing to the Board of Directors, accompanied by duly adopted legislation authorizing inclusion in the Council, execution of this Agreement and approval of the Bylaws. The Board of Directors shall review the application and by duly adopted resolution, the applicant municipal corporation, county, township, or other political subdivision under the laws of the State of Ohio shall be included in the Council and deemed a Member hereunder if its inclusion is

approved by the affirmative vote of at a least majority of the Board and the applicant municipal corporation, county, township, or other political subdivision under the laws of the State of Ohio executes the Agreement. The applicant shall thereafter be a Member and, if then applicable, may be assessed its portion of the Aggregation Costs, only if unanimously approved by all impacted Members at a meeting of the Assembly per Exhibit A of the Agreement, by the same method and using the same formula as any other Member, in accordance with the Agreement and Bylaws.

Section 3. Withdrawal of a Member.

(A) Any Member wishing to withdraw from membership in the Council shall notify the Council in the manner described in Section 3(C) hereof and such withdrawal shall, except as otherwise provided in this Section 3, cause such Member's membership in the Council to be terminated. Such termination shall not be effective until the end of the applicable opt-out period as to any electricity or natural gas aggregation program of the Council under which service is being provided to customers in the Member's community.

(B) Any Member wishing to withdraw from participation in any Program of the Council shall notify the Council at least ninety (90) days before the end of the applicable opt-out period for the Council's electricity or natural gas program in the manner described in Section 3(C) hereof. A withdrawal from participation in a Council Program is not a withdrawal from Membership as long as the Member continues to participate in at least one Council Program.

(C) Any notification of withdrawal of a Member from Membership in the Council or from participation in a Council Program must:

(i) be given in writing to the Council at least ninety (90) days before the end of the applicable opt out period for the Council's electricity and natural gas programs; and

(ii) include a certified copy of duly adopted legislation of the governing body of the withdrawing Member authorizing such withdrawal.

(D) After withdrawal from membership in the Council, the withdrawing Member may not become a Member again until it has fully complied with the procedures contained in Section 2 hereof.

Section 4. Assembly.

The Assembly shall be the legislative body of the Council. The Assembly shall be composed of the representatives of the Members. Each Member shall have one representative to the Assembly, who: (i) in the case of municipal corporations, shall be the mayor or manager or

an appointee of such officer; or (ii) in the case of counties, townships, or any other political subdivisions under the laws of the State of Ohio, shall be a person of its governing board or an officer chosen by such governing board. All representatives to the Assembly shall serve without compensation.

An Assembly representative may designate another Assembly representative as a proxy at any meeting by delivering (which may be done electronically) to the Chairman of the Council a written designation of that proxy.

(A) **Officers.** The officers of the Board of Directors shall be the officers of the Council and its Assembly and shall consist of a Chairman, Vice-Chairman, and Treasurer, who each shall be selected pursuant to Section 5 hereof. The Chairman (and in the Chairman's absence, the Vice-Chairman) shall preside at Assembly meetings. If for any reason the offices of the Chairman and Vice-Chairman are vacant, the person serving as Executive Director, if any, shall preside as temporary Chairman until a Chairman is elected by the Board of Directors. If the Council does not have an Executive Director and the offices of the Chairman and Vice-Chairman are vacant, the person serving as Fiscal Agent or their designee shall preside as temporary Chairman until a Chairman is elected by the Board of Directors.

(B) **Resolutions.** A majority of all representatives to the Assembly (including proxies delivered to the Chairman) shall constitute a quorum to transact business except as otherwise provided in the Agreement or these Bylaws. Each representative (including the Chairman and Vice-Chairman) shall have one vote; provided, however, that when a matter is to be voted upon which is of concern to only one or more but not all Programs of the Council, only representatives of participating Members of those Programs shall be entitled to vote on that matter and only those representatives shall be counted for purposes of determining whether a quorum is present. All legislative action of the Assembly shall be by resolutions entered on its records. Except as otherwise provided in the Agreement, the affirmative vote of at least a majority of all of the representatives to the Assembly eligible to vote on a matter (not counting vacancies) shall be required for the enactment of every resolution. Unless otherwise specifically stated in the resolution, all resolutions shall be effective immediately upon enactment, subject to any authorizations or certifications required by the Ohio Revised Code to be made by the Fiscal Agent or the Members.

(C) **Meetings.** The Assembly shall meet on a day of each November designated by the Board of Directors and at such other times as may be required by the Chairman or as may be requested, in writing to the Executive Director, by any two (2) or more Directors. Written notice of each meeting shall be served by the Executive Director upon each Assembly representative not less than twenty-four (24) hours preceding the time for the meeting, and shall state the date, time, and place of the meeting and subject or subjects to be considered at the meeting. The requirements of and procedures for notice may be waived in writing by each

representative and any representative shall be deemed conclusively to have waived such notice with respect to a meeting by their attendance at that meeting. At the request of the Chairman and with the approval of a majority of the Directors, the annual meeting of the Assembly may be rescheduled to such other dates as may be so approved by the Board of Directors; provided, however, that actions required by this Agreement to be taken by the Assembly at its annual meeting are taken by the Assembly within thirty (30) days of the scheduled annual meeting date in November.

Pursuant to Ohio Revised Code Section 121.22(F), the Assembly shall by rule, establish a reasonable method whereby any person may determine the time, place, and purpose of its meetings. All meetings of the Assembly shall be open to the public, subject to the exceptions in Ohio Revised Code Section 121.22(G). The Assembly may, but need not, adopt other rules.

(D) Powers and Duties of Assembly.

(1) At its annual meeting, the Assembly shall review the annual report of the Council, including but not limited to, the financial status of the Council's operation, operation of the Aggregation Programs, and any Additional Program being considered.

(2) At its annual meeting, the Assembly shall consider, upon submission by the Board of Directors, and thereafter modify, if necessary, and approve the annual appropriations of the Council for the next Fiscal Year based upon the estimate of Aggregation Costs and any Additional Program Costs determined. The Board of Directors shall have the authority to revise the appropriations between Assembly meetings.

(3) At its annual meeting, the Assembly shall select the Directors for the Board of Directors for the next Fiscal Year in accordance with Section 5 hereof.

(4) The following matters shall be submitted to the Assembly and are subject to final approval by the Assembly: the annual appropriations of the Council for each Fiscal Year; selection of the Board of Directors; assessment of Aggregation Costs to Members, only if unanimously approved by all impacted Members at a meeting of the Assembly per Exhibit A of the Agreement; and such other matters of the Board of Directors or the Assembly may, from time to time, determine to be matters requiring approval by the Assembly.

Section 5. Board of Directors.

The Board of Directors shall be the policy making body of the Council.

(A) **Composition.** The Board of Directors shall be composed of at least five (5) Directors which shall include the five (5) Members in the Council featuring the largest populations as measured at the most recent decennial U.S. Census. The Board of Directors also shall be composed of up to one additional Director representing each region of the Council, as designated by the Board, up to, and not to exceed five (5) regions, of Members in the Council, who shall be an Assembly representative and shall be elected by the Assembly representatives of each respective region at the annual meeting of the Assembly, provided that the affirmative vote of at least a majority of the representatives to the Assembly of each such region shall be required to elect any Director of such region. In the event a Member in the Council is one of the five (5) largest populations in the Council and is also the only Member in its region, there shall be no second Director position filled for such region. In the event that each region is represented and one or more Director positions remain to be filled, those Director positions shall be filled by representatives receiving an affirmative vote of at least a majority of the Assembly. In addition, there shall be up to five (5) Directors at-large, elected by the affirmative vote of at least a majority of the representatives to the Assembly. No Member in the Council shall have more than one (1) Director representative.

In no event shall there be more than fifteen (15) Directors.

The Fiscal Agent of the Council may attend all meetings of the Board of Directors but shall not have a vote.

(B) **Terms of Office.** Assembly representatives elected to serve on the Board of Directors at the first organizational meeting shall serve the following terms of office: Half, or as close as possible to half, of the Directors shall each serve a two-year term and the other half, or as close as possible to half, shall each serve a one-year term. Thereafter, any Assembly representative elected to serve on the Board of Directors shall serve a two (2) year term of office. If the number of Directors is increased (not to exceed six (6) regions in total) as a result of an increase in the number of regions represented by the membership in the Council, then the terms of those additional Directors shall be set by the Board so that half, or as close as possible to half, of the Directors shall be elected every year. There shall be no limit to the number of terms to which a person may be elected or appointed. All Directors (exclusive of ex-officio members) shall serve without compensation.

In the event that a vacancy occurs on the Board of Directors, the remaining Directors shall meet and appoint an Assembly representative to fill the vacancy until the next meeting of the Assembly at which elections of Directors are held.

(C) **Meetings.** The Board of Directors shall hold regular meetings not less than once per calendar quarter at such times as may be determined by the Board or the Chairman, unless such quarterly Board of Directors meetings are replaced by

meetings of the Assembly. Special meetings shall be held at such other times as may be requested by the Chairman. Written notice of each meeting shall be served by the Executive Director upon each Director not less than twenty-four (24) hours preceding the time for the meeting, and shall state the date, time, and place of the meeting and subject to be considered at the meeting. The requirements of and procedures for notice may be waived in writing by each Director and any Director shall be deemed conclusively to have waived such notice with respect to a meeting by their attendance at that meeting. An organizational meeting of the Board of Directors shall be held after the Agreement Establishing SOPEC is approved by the first three (3) member organizations.

(D) **Attendance.** Directors are expected to attend Board meetings. Any Director who is absent from three (3) Board meetings without excuse or without providing their proxy during a twelve-month period is subject to removal from the Board. The remaining Directors shall meet and appoint a person to fill the vacated seat until the next meeting of the General Assembly at which elections of Directors are held.

(E) **Officers.** At its first meeting in each Fiscal Year, the Board of Directors shall convene and organize. The Chairman of the Board shall be elected to serve a one-year term by the Board of Directors from its Directors by majority vote of all its Directors. The Chairman whose term has expired shall preside as temporary Chairman until the Chairman is elected. In the absence of the prior Chairman, the prior Vice-Chairman shall be elected to serve a one (1) year term by the Board of Directors by a majority vote of its Directors.

(1) **Chairman.** The Chairman shall preside at all meetings of the Board of Directors and the Assembly. The Chairman's duties shall also include, but not be limited to: preparing agendas for each meeting of the Board of Directors and arranging for distribution of such agendas so that each Director receives an agenda at least seven (7) days in advance of each regularly scheduled Board meeting and as soon as practical before any specially scheduled Board meeting; and presenting an annual report to the Assembly at its annual meeting, or distribution of such report to the Members, concerning the activities and operations of the Council. In the event of a tie on matters subject to a vote of the Board of Directors, the Chairman shall cast the tie-breaking vote.

(2) **Vice-Chairman.** In the absence of the Chairman, the Vice-Chairman shall preside at meetings of the Board of Directors and the Assembly. The Vice-Chairman shall succeed to the office of the Chairman, should that office be vacated before the end of a term, and shall assist the Chairman in the discharge of their duties.

(3) **Treasurer.** The Treasurer shall oversee the financial operations of the Council and shall oversee the Council's Fiscal Agent and Fiscal Officer in connection therewith.

(4) **Executive Director.** The Executive Director or their designee shall provide written notice to all Directors on the Board of Directors of all meetings of the Board in accordance with paragraph (C) of this Section. Minutes of all meetings of the Board shall be kept by the Executive Director or their designee and distributed to each Director within thirty (30) days following each Board meeting. The Executive Director or their designee shall provide Assembly Members with written notice of all Assembly meetings in accordance with Section 4 hereof. The Executive Director shall perform such other duties as the Chairman may request. If no Executive Director is hired, the above assignments will be performed by the Fiscal Agent. If the Board of Directors decides to hire a chief executive officer for the Council, then this person will be titled the Executive Director. The Board of Directors shall provide a job description for this position.

(5) **Fiscal Agent.** The Board of Directors shall provide for the employment of a Fiscal Agent either by:

(a) contracting with a Member; or

(b) hiring a person to perform the duties of the Fiscal Agent, who shall be the Fiscal Officer. Separate Fiscal Agents may be hired to handle specific Programs or assigned to the Fiscal Officer if such employee is hired. The Fiscal Agent shall receive and disburse all funds of the Council, prepare all necessary fiscal reports for the Board of Directors and the Assembly, and undertake all other financial transactions necessary to the work of the Council; or

(c) designating the Council as its own Fiscal Agent.

The Fiscal Agent of the Council shall obtain and keep in force a fidelity bond, in an amount determined by the Board of Directors and with a surety company approved by the Board of Directors, or, in lieu of a separate fidelity bond, the Board of Directors may direct the Fiscal Agent to continue and keep in force any existing fidelity bond the Fiscal Agent may have which the Board of Directors determines to be adequate. In either case, the Council shall be named as an insured on such bond and the amount thereof shall not be reduced without prior written consent of the Board of Directors.

The Fiscal Agent and the Executive Director may be held by the same person or by two different persons.

(F) **Powers and Duties of the Board of Directors.** The Board of Directors shall have the authority to:

(1) Consider and approve any purchases of equipment, facilities, or services for the Council, and employment of personnel by the Council; provided that the cost thereof is within the Aggregation Costs approved by the Assembly;

(a) Make recommendations to the Assembly concerning any matter relating to the Council and its Programs, including but not limited to:

(i) amendments to or modifications of the Agreement and Bylaws;

(ii) appropriations of the Council; and

(iii) disqualification of Members.

(2) Direct the Fiscal Agent concerning any disbursements from the Aggregation Fund;

(3) By affirmative vote of a majority of Directors and upon certification to the Board by the Fiscal Agent that the proposal is within the limits of the Council's resources, amend the budget and appropriations of the Council;

(4) Approve the inclusion of additional Members into the Council;

(5) Enter into any and all necessary and incidental contracts to facilitate the aggregation of the retail electric and natural gas loads within the jurisdiction(s) of the Members;

(6) Approve and authorize any new Program of the Council and the terms and conditions of any Program Agreement, including eligibility of any Member or non-member to participate in any such Program, and costs thereof, if any, under any such Program Agreement;

(7) Enter into any and all necessary and incidental contracts to carry out all Programs of the Council; and

(8) Establish one or more standing or Advisory Committees of the Board of Directors.

Section 6. Advisory Committees.

One or more Advisory Committees may be appointed by the Board of Directors to assist the Board of Directors in the management of any Program of the Council. The members of an Advisory Committee shall be appointed by and shall serve at the pleasure of the Board of Directors. Each Advisory Committee shall perform the duties directed by the Board of Directors.

Each Advisory Committee shall elect from its membership a Chairman and Vice-Chairman, who shall each serve for a term of one (1) year or such shorter period of time as the Advisory Committee may be in existence. The Chairman shall preside at all Committee meetings and prepare the agenda for each meeting following consultation with the Executive Director or Board of Directors. In the absence of the Chairman, the Vice-Chairman shall preside at Committee meetings. The Vice-Chairman shall succeed to the office of the Chairman, should it be vacated before the end of a term, and shall assist the Chairman in the discharge of the Chairman's duties.

Each Advisory Committee shall make recommendations to the Board of Directors concerning any matter referred to it by the Board of Directors.

Section 7. Employees and Consultants.

The Board of Directors may employ the Fiscal Agent and the Executive Director for the Council. In addition, the Board of Directors may employ other persons and may contract for the services of independent contractors, consultants, legal counsel, or experts as the Board of Directors deems necessary or appropriate for the proper operation and administration of the Council and its Programs. Any staff employed by the Council shall be determined by the Board of Directors to have the educational background and work experience necessary to discharge the duties assigned to that person by the Board of Directors. The Board of Directors shall establish the salaries, benefits, and work and disciplinary rules for the Council's staff, and shall direct the hiring and discharge of that staff. The Board of Directors of the Council may designate the Executive Director to be responsible for the supervision of the Council's staff. The salaries and independent contractors, consultants, legal counsel, or experts shall be paid either as Aggregation Costs or Additional Program Costs from their respective accounts as determined by the Board of Directors.

Section 8. Equipment and Facilities.

The Council may purchase, lease, or otherwise provide supplies, materials, equipment, and facilities as it deems necessary and appropriate to carry out the Programs of the Council. The Council shall comply, to the extent applicable, with the provisions of the Ohio Revised Code with respect to the procedures for bidding and letting of contracts for the acquisition, repair, or improvement of its facilities, equipment, and supplies. The Fiscal Agent of the Council shall, at the direction of and on behalf of the Board of Directors, enter into all contracts or leases for supplies, materials, equipment, or facilities of the Council.

Section 9. **The Aggregation Programs: Additional Programs of the Council.**

The Members will act jointly through the Council to establish and implement the Aggregation Programs pursuant to Ohio Revised Code Sections 4928.20 and 4929.26. Each applicable Member has adopted legislation, and approval by the electors of each Member has been or will be obtained, authorizing the Aggregation Program(s). Upon certification of the Members or the Council by the PUCO, as may be applicable, the Council, on behalf of the Members, may affect the aggregation of the retail electric and natural gas loads located within the jurisdictions of the Members. The Council may negotiate and enter into all necessary contracts and take any other necessary and incidental actions to effect and carry out the purposes of the Aggregation Programs for the benefit of the Members and their respective electricity and natural gas consumers.

The Board of Directors shall oversee and manage the operation of the Aggregation Programs and may adopt policies and procedures supplementing the general terms of this Agreement and the Bylaws.

The Board of Directors shall develop a plan of operation and governance for the Aggregation Programs pursuant to Ohio Revised Code Sections 4928.20 and 4929.26 to be adopted by each applicable Member.

The Council may establish, in addition to the Aggregation Programs, such other Additional Programs as the Board of Directors may approve. Each Additional Program shall be established by an Additional Program Agreement among the Members or non-members of the Council whose governing bodies have determined to participate in the Additional Program and have approved an Additional Program Agreement. Each Additional Program Agreement shall be reviewed and approved by the Board of Directors prior to execution by any Member or non-member.

Each Additional Program Agreement shall include but not be limited to provisions that:

(A) Direct the Board of Directors concerning the management of the Additional Program and define matters which must be submitted to the participating Members for decision;

(B) Establish procedures for budgeting Additional Program Costs and apportioning Additional Program Costs among the participating Members and non-members;

(C) Establish one or more funds into which all monetary contributions for Additional Program Costs shall be deposited;

(D) Determine the method and timing of inclusion of additional participating Members and non-members;

(E) If determined to be necessary or desirable, appoint a Fiscal Agent for the Additional Program different from the Fiscal Agent for the Council; and

(F) Determine the disposition, upon termination of the Additional Program, of any supplies, equipment, facilities, or moneys held in connection with the operation of the Additional Program.

Section 10. Conduct of Meetings.

All meetings provided for in these Bylaws shall be conducted in accordance with the latest edition of Robert's Rules of Order, Revised unless otherwise directed by these Bylaws or by resolution of the Assembly, the Board of Directors, or any Advisory Committee with respect to the meetings of each of those bodies. The Chairman of each of those bodies shall be the parliamentary procedure officer and their decisions with respect to matters of parliamentary procedure shall be final. If permitted by Ohio law, all meetings provided for in these Bylaws may be conducted electronically.

Section 11. Amendment to Agreement or Bylaws.

The Agreement may be modified, amended, or supplemented in any respect not prohibited by law upon the approval of the modification, amendment, or supplement by the representatives of at least two-thirds (2/3) of the Members; and the amendment, modification, or supplement shall thereupon become binding upon all Members.

These Bylaws may be modified, amended, or supplemented in any respect upon approval of the modification, amendment or supplement by at least two-thirds (2/3) of the Members' representatives, and the approved amendment, modification, or supplement shall only thereupon become binding upon all Members.

Section 12. Termination of the Agreement.

In the event that the governing bodies of eighty percent (80%) of the Members, by duly adopted legislation, determine that the Agreement shall be terminated, the Board of Directors shall meet within thirty (30) days following its receipt of certified copies of the legislation. At that meeting, the Board of Directors shall determine the date upon which the Agreement and the activities and operations of the Council shall terminate and make recommendations to the Assembly with respect to any matter which must be resolved in connection with the termination of the Council and which is not addressed by the Agreement, the Bylaws, or any Program Agreement.

Upon termination of the Agreement, any Additional Program Agreement shall automatically terminate. After payment of all known obligations of the Council in connection with each Additional Program, any surplus remaining in any Additional Program fund shall be distributed among the participating Members in the manner provided in the Additional Program Agreement. After payment of all known obligations of the Council, any surplus remaining in the Aggregation Fund shall be distributed among the Members participating in the Aggregation

Programs proportionally based on the number of electric and natural gas accounts enrolled in the Aggregation Programs prior to the date upon which the Board of Directors determines that the Agreement and activities and operations of the Council shall terminate in accordance with this Section 12.

No Member shall be required, by or under the Agreement or the Bylaws herein, by an amendment or otherwise, to pay any sum upon termination hereof, unless it shall have expressly agreed thereto.

Section 13. Initial Operation of the Council.

In the first Fiscal Year of the Council's operation, actions required by these Bylaws to be taken at the annual meeting of the Assembly or the first meeting of the Board of Directors shall be taken as soon as practical upon the establishment of the Council.

ADOPTED this 27th day of October, 2014.
AMENDED January 22, 2015.
AMENDED January 23, 2018.
AMENDED June 27, 2018.
AMENDED February 18, 2021.
AMENDED November 17, 2022.
AMENDED July 20, 2023.

SOUTHEAST OHIO PUBLIC ENERGY COUNCIL
(DBA SUSTAINABLE OHIO PUBLIC ENERGY COUNCIL)

NEW MEMBER ATTACHMENT FOR AGREEMENT ESTABLISHING THE SOUTHEAST OHIO PUBLIC ENERGY COUNCIL (DBA SUSTAINABLE OHIO PUBLIC ENERGY COUNCIL) ("SOPEC")

Approved by the Mayor,

this ____ day of _____, 2025

_____
Patrick Closser
Mayor, City of London

RESOLUTION 151-25
Sponsored by: Andrew Hitt

APPROVING THE PLAN OF OPERATION AND GOVERNANCE FOR THE SUSTAINABLE OHIO PUBLIC ENERGY COUNCIL ("SOPEC") ELECTRIC AGGREGATION PROGRAM, AND FOR THE PURPOSE OF JOINTLY ESTABLISHING AND IMPLEMENTING AN ELECTRIC AGGREGATION PROGRAM.

WHEREAS, the City Council of London, Ohio (the "City") previously enacted legislation authorizing the City to establish an opt-out electric aggregation program, pursuant to Section 4928.20 of the Ohio Revised Code (the "Electric Aggregation Program"), for the residents, businesses, and other eligible electric consumers located within the City, and for that purpose, to act jointly with any other village, city, township, municipal corporation, county, or other political subdivision of the State of Ohio, as permitted by law; and

WHEREAS, by joining the Southeast Ohio Public Energy Council (DBA Sustainable Ohio Public Energy Council) ("SOPEC"), the City will be able to act jointly with other members of political subdivisions and thereby maximize the potential benefit of electric deregulation through group purchasing efforts; and

WHEREAS, this City Council, pursuant to Section 4928.20, Ohio Revised Code, has held two (2) public hearings on the Plan of Operation and Governance (the "Plan") for the SOPEC Electric Aggregation Program.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LONDON, STATE OF OHIO

SECTION 1.

This City Council hereby approves and adopts the Plan of Operation and Governance of the SOPEC Electric Aggregation Program in the form presented to this City Council and on file with the Clerk.

SECTION 2.

It is found and determined that all formal actions of this City Council concerning and relating to the passage of this Ordinance were adopted in open meetings of this City Council, and that all deliberations of this City Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including the City's Codified Ordinances and Section 121.22 of the Ohio Revised Code.

SECTION 3.

That this ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED:

ATTEST:

Matt Edgington
Clerk of Council

Joshua Peters
President of Council

Submitted to Mayor: _____

APPROVED:

Date of Approval: _____

Patrick Closser, Mayor

Jennifer Hitt, Law Director
Approved as to Form

I, Matt Edgington, Clerk of Council for the City of London, Ohio, do hereby certify that the foregoing Ordinance/Resolution No.150-25 was posted on the City of London's website, www.londonohio.gov on the _____day of_____, 2025 and on the_____day of_____, 2025

Clerk

#_____

Vote	Abstain	Suspend	Adopt
Andrew Hitt			
Rich Hays			
John Stahl			
Greg Eades			
Shannon Treynor			
Brent McDaniels			
Lisa Jackman			

CERTIFICATE

The undersigned, Clerk of Council of the City of London, Ohio, hereby certifies that the foregoing is a true and correct copy of Ordinance No. _____-25, passed by the Council of the City of London, Ohio on the ____ day of _____, 2025.

Matt Edgington
Clerk of Council

SOPEC

Sustainable Ohio Public Energy Council

Southeast Ohio Public Energy Council (DBA Sustainable Ohio Public Energy Council)

Electric Plan of Operation & Governance

For Member Communities

02/18/2021

EXHIBIT

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151-25

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I. Introduction

This Plan of Operation and Governance (the "Plan") has been prepared by the Southeast Ohio Public Energy Council (DBA Sustainable Ohio Public Energy Council) ("SOPEC") on the behalf of its current members and any future members that may join SOPEC's governmental aggregation of electric customers (the "Aggregation Program"). The Plan contains information on the structure, governance, operations, management, funding, and policies of the Aggregation Program to be utilized for participating customers in member communities.

On November 5, 2013, the voters of Athens City and Athens County approved ballot measures that authorized governmental electrical aggregation. The City has agreed to be part of the County aggregation program as permitted under Ohio Revised Code ("R.C.") 4928.20(A), which allows for the creation of an "opt-out" aggregation program. Subsequently, additional member communities chose to join SOPEC's Aggregation Program. Under SOPEC's Opt-Out Aggregation Program (defined below), electric residential and non-mercantile commercial customers located in member communities are included in the Opt-Out Aggregation Program unless they explicitly opt-out.

To comply with the Public Utilities Commission of Ohio's ("PUCO") regulations, SOPEC members joined together to form an "aggregation council", which filed an application for certification as a government aggregator with the PUCO. The following Plan, which SOPEC member communities developed, has also been filed with the PUCO. The Plan was adopted after public hearings were held in accordance with R.C. 4928.20(C), and modified by the SOPEC members.

II. Description and Objectives of the Aggregation Program: Endorsement Program

This Plan includes details related to operations of the collaborations between SOPEC members, the procurement of energy supply, and the expectations of members for Suppliers (defined below). This Plan includes all information necessary for the certification of SOPEC by the PUCO as a governmental aggregator under R.C. 4928.20.

The Aggregation Program contains two types of aggregations, an "Opt-Out Aggregation Program" and an "Opt-In Aggregation Program". Under the Opt-Out Aggregation Program, participation is voluntary for each individual customer in a member community. Individual customers will be notified of their inclusion in the Opt-Out Aggregation Program and will have the opportunity to decline service. The customers may choose any electric supplier they wish at the outset of the program and at least every three years thereafter. New member communities also shall have the opportunity to join SOPEC's Opt-Out Aggregation Program.

Under the Opt-In Aggregation Program, SOPEC offers customers who live in SOPEC member communities the ability to join the Opt-In Aggregation Program upon their affirmative consent. Customers who want to participate in SOPEC's Opt-In Aggregation Program can contact the Supplier to enroll. Supplier and SOPEC also may contact individuals in SOPEC member communities regarding opt-in opportunities.

SOPEC and Supplier may offer customers more than one product during the Opt-Out Aggregation process and also during the Opt-In Aggregation process. SOPEC also may endorse any competitive retail electric service supplier to offer within SOPEC's member communities products that are not included in the Aggregation Program, or sponsor other

programs (including endorsement programs) pursuant to one or more program agreements with any SOPEC member(s) or non-member(s) as may be authorized by the SOPEC Board of Directors ("Endorsement Program(s)").

III. Goals of the Aggregation Program

The specific goals of the Aggregation Program are as follows:

1. To pursue reasonably priced energy supply through the bargaining power of pooled customer aggregation purchases;
2. To ensure maximum investment of energy generation dollars in local projects and energy options;
3. To secure clean and sustainable energy sources as significant portions of community energy supply if selected by member communities;
4. To include in generation supply purchases investments in local energy efficiency investments;
5. To provide, on a non-discriminatory basis, an option for aggregation of all customers who qualify under the PUCO's rules and who SOPEC and its Supplier have elected to serve;
6. To allow the eligible customers who do not wish to participate to opt-out of the Opt-Out Aggregation Program;
7. To allow customers in member communities to opt-in to an Opt-In Aggregation Program upon providing affirmative consent
8. To ensure that Suppliers provide quality, reliable service and customer service;
9. To utilize and encourage renewable energy development if and to the extent practicable through contract provisions and voluntary programs;
10. To include, to the extent possible, government accounts into the aggregation;
11. To advance community economic and energy development goals; and
12. To utilize local government powers and authorities to achieve these goals.

The Aggregation Program involves the acquisition of competitive retail power supply. Distribution services (metering, billing, maintenance of the transmission and distribution system) will continue as a function of the local utility; but SOPEC may request Supplier(s) to take on billing responsibilities for customers participating in energy efficiency or distributed generation programs implemented by Supplier(s). The local utility will continue to own, furnish, install, calibrate, test, and maintain all meters and associated equipment used for customer billing and retail energy settlement purposes. The local utility shall be the "provider of last resort" for customers not participating in the Aggregation Program who have not elected to take service from another competitive supplier.

SOPEC will not assume title to electric generation. It will not buy and resell electric generation to the participants of the program. Instead, SOPEC will negotiate a contract with Supplier(s) to provide electric supply to the members of the aggregation program. Billing and scheduling of electric loads shall be handled by the Supplier or local utility.

IV. Rates

Under PUCO orders, the local distribution company assigns the customer classification and corresponding character of service and associated regulated rates. These rates include a monthly customer charge, a distribution charge, a transmission charge, and an access charge. Although SOPEC may participate in regulatory proceedings and represent the interests of customers regarding these regulated rates, it will not assign or alter existing customer classifications without the approval of the PUCO.

The focus of the Aggregation Program, as noted above, will be acquisition of competitive prices and terms for power supply. The prices will be set through a competitive request for proposals and contract and negotiation process, and will be indicated on customers' bills as the "generation charge." Ohio law requires that a government aggregator separately price competitive retail electric services and that the prices be itemized on the bill of a customer or otherwise disclosed to the customer. The generation charge for each customer class, or any customer grouping by load factor or other appropriate pricing category, is expected to be lower than the utility's standard offer generation charge. All Supplier charges to the customer will be fully and prominently disclosed under the notification process, which is discussed further below.

V. Steps for Communities during the Aggregation Program Process

The process of establishing government aggregation involves a multi-step public process undertaken by the member communities or jointly through SOPEC on their behalf. The steps to authorize opt-out and opt-in aggregations are the same, except where noted below:

1. SOPEC shall develop and issue Request for Proposals ("RFPs") that incorporate and address all of the goals expressed in this Plan;
2. Competitive retail electric suppliers ("Supplier(s)") will respond to RFPs; SOPEC and its agents will engage in direct negotiations with Suppliers;
3. SOPEC shall select Supplier(s) and execute one or more supply contracts with Supplier(s);
4. The local distribution utility for each member community shall supply its electronic list of eligible customers for those communities;
5. For Opt-Out Aggregation only:
    a) Supplier(s) will acquire an electronic list of eligible customers in member communities from the local distribution utility (this information must include applicable meter numbers and other appropriate codes);
    b) SOPEC and selected Supplier(s) will notify customers of the opt-out process via U.S. mail utilizing the electronic customer list of addresses;
    c) SOPEC Supplier(s) will revise the electronic customer list to remove responding opt-out customers from the list;
    d) Supplier(s) will transmit the revised electronic customer list back to the distribution utility for customer transfer;

e) The distribution utility will complete the administrative transfer of participating customers (via revised electronic list) to SOPEC Supplier(s); and

f) Participating customers on all billing cycles will be enrolled with the selected Supplier with the beginning of a new billing cycle.

6. For the Opt-In Aggregation Program only:

   a) SOPEC and Supplier will market and solicit customers within the SOPEC member communities;

   b) Supplier will enroll customers in the Opt-In Aggregation Program by obtaining their affirmative consent directly (in person, by mail or facsimile), telephonically or electronically in accordance with the PUCO's rules and the applicable electric distribution utility's tariff.

7. The appropriate distribution utility for each member community will complete the administrative transfer of participating customers to the Suppler;

8. SOPEC's Supplier will ensure the firm delivery of electric supply based on the terms and conditions of the supply contract with SOPEC;

9. SOPEC and legal and technical advisors will monitor contract for compliance; and

10. SOPEC will act to protect the interests of member communities.

VI. Participation in the Aggregation Program; Endorsement Program

Opt-Out Aggregation. For purposes of an Opt-Out Aggregation Program, an "eligible customer" constitutes a customer eligible under utility or PUCO rules and which SOPEC and its Supplier have elected to serve. Customers that shall not be included in the Opt-Out Aggregation Program pursuant to utility or PUCO rules include the following:

- A customer located in the certified territory of a non-profit electric supplier;
- A customer served by transmission or distribution facilities of a municipal electric utility;
- A customer that affirmatively chooses to be included on the PUCO's "do not aggregate" list;
- A "mercantile customer" (defined as a commercial or industrial customer that consumes more than seven hundred thousand kilowatt hours per year or is part of a national account involving multiple facilities in one or more states) that fails to affirmatively elect to participate in an aggregation program;
- A customer already in contract with another competitive retail electric service supplier;
- A customer that has opted out of the governmental aggregation program;

- A customer enrolled in the percentage of income payment plan ("PIPP");
- A customer that has a special arrangement with the distribution utility; and
- A customer not located within the boundaries of the governmental aggregator's member communities.

Eligible customers shall be notified of the Opt-Out Aggregation Program and terms and conditions of participation prior to initiation of services and be provided an opportunity to "opt-out" at no cost during a 21-day period specified in the terms and conditions of the supply contract(s). Customers may be offered a program electric supply product and one or more optional supply products through the opt-out notice. If options are provided, the customer may decline all products by opting-out of the Opt-Out Aggregation Program. Customers that do not choose to opt-out will be automatically enrolled in the program product, unless they make arrangements with the Supplier, as specified in the opt-out notice, to take one of the optional supply products.

During this 21-day opt-out period customers also may choose another competing supplier, or receive service from their local distribution company. Participating customers will be given the opportunity at least every three years after the initiation of service to opt-out of the Opt-Out Aggregation Program without interruption of their current service, or payment of a penalty or switching fee. In addition, participating customers can leave the Opt-Out Aggregation Program at any time without being subject to early termination fees. These participating customers can leave the Opt-Out Aggregation Program early in accordance with the terms and conditions of their supply contracts.

Customers who move to a SOPEC member community (including those who move from another SOPEC member community), and are considered by the distribution utility to be new electric customers, may participate in the Opt-Out Aggregation Program at the existing price and terms offered for that customer class, or other terms specified under the supply contract(s). Such new electric customers can also choose to opt-out of the Opt-Out Aggregation Program at no charge during the initial 21-day period after the postmark date on the opt-out notice and at subsequent opt-out periods of at least every three years.

Opt-In Aggregation. Supplier(s) and SOPEC may contact customers in SOPEC member communities regarding the opportunity to participate in the Opt-In Aggregation Program, or customers may contact the Supplier(s) regarding such opportunities. Supplier(s), with SOPEC's consent, will determine the terms and conditions of service, as well as the customers' rates, subject to written policies mutually agreed upon by the SOPEC and Supplier(s). For purposes of the Opt-In Aggregation Program, customers are enrolled by obtaining their affirmative consent directly (in person, by mail or facsimile), telephonically or electronically in accordance with the PUCO's rules and the electric distribution utility's tariff. Participating customers who terminate their contracts with the supplier prior to their contracts' expiration may be subject to an early termination fee which will be described in their supply contract, if applicable.

Endorsement Program. SOPEC also may initiate an Endorsement Program whereby it may endorse any competitive retail electric service supplier to offer within SOPEC's member

communities or otherwise to a SOPEC Member or non-Member products that are not included in the Aggregation Program.

VII. Notification of Opt-Out Aggregation Program Customers

Prior to initiation of Opt-Out Aggregation Program service, all opt-out eligible customers shall be notified of the opt-out terms. The process of notification shall be as follows:

1. A separate mailing
2. Newspaper notices
3. Public service announcements
4. Posting of prominent notice in the local government office building in each member community

Prior to enrollment in the Opt-Out Aggregation Program, notification shall be mailed in a timely manner for receipt by customers prior to their start of service day. The opt-out period is 21 days. The notification shall include the following elements:

1. A summary of all actions taken by SOPEC to authorize the Aggregation Program;
2. A description of the services offered by the Opt-Out Aggregation Program
3. A statement informing customers of their right to opt-out of the Opt-Out Aggregation Program at least every three years, without interruption of their current service, or payment of a penalty or switching fee;
4. A statement indicating that any customer returning to the distribution utility after commencement of the Opt-Out Aggregation Program may pay the market price for power;
5. A statement informing customers that returning to the distribution utility may not result in that customer being served under the same rates, terms, and conditions as other customers served by the distribution utility;
6. An itemized list and explanation of all fees and charges not incorporated in the base Opt-Out Aggregation Program rates but that will be charged for participation in the Opt-Out Aggregation Program if any;
7. Disclosure of the dates covered by the Opt-Out Aggregation Program, including the estimated start date;
8. Disclosure of any credit and/or deposit requirements;
9. Disclosure of any limitations or conditions on customer acceptance into the Opt-Out Aggregation Program;
10. If applicable, inform customers whether SOPEC elected in the best interest of the Aggregation Program not to receive standby service from the electric utility under an approved electric security plan, and inform customers that non-standard service offer rates and conditions may apply if the customer returns to the electric utility after the opt-out period;

11. A description of the opt-out process and statement that the opt-out period will last for 21 days from the date of the postmark on the written notice;

12. A customer-friendly opt-out form (e.g., a postcard) to return to SOPEC or Supplier indicating whether the customer has opted out of the Opt-Out Aggregation Program.

13. A toll free phone number that customers can call to opt-out of the Opt-Out Aggregation Program.

14. Inform customers that they must return the completed opt-out form to the Supplier(s) or contact the Supplier(s) via telephone within the 21-day opt-out period to opt-out.

15. Inform customers that they shall be automatically included in the Opt-Out Aggregation Program if they do not return the opt-out form or do not call the Supplier within the 21-day opt-out period.

16. Inform customers in the terms and conditions of their supply contracts that SOPEC will not charge any early termination fees.

17. All charges to be made and a comparison of the primary terms of SOPEC's selected contract compared to the Standard Offer; and

18. Information about eligible energy efficiency and distributed energy customer options.

Customers that do not return the opt-out form within 21 days or do not call the Supplier within the 21-day opt-out period to opt-out shall be automatically included in the Opt-Out Aggregation Program.

Eligible customers who relocate to a SOPEC member community shall be included in the Opt-Out Aggregation Program, subject to their opportunity to opt-out. The selected Supplier(s) shall provide standard opt-out notification materials to customers who have relocated to member communities, or customers who otherwise are eligible to join the Opt-Out Aggregation Program. The new customer may participate in the Opt-Out Aggregation Program at the existing price and terms offered for that customer class. Any such new or otherwise eligible electric customer can also choose to opt-out of the Opt-Out Aggregation Program at no charge during the opt-out period. At least every three years, customers may be permitted to opt-out of the Opt-Out Aggregation Program at no fee.

Consistent with the requirements of Ohio law and the regulations of the PUCO, termination of service may take place for non-payment of bills. Customers whose power supply is terminated by a selected Supplier will receive electric supply from their local distribution company. Customers may be considered for re-enrollment in the Opt-Out Aggregation Program once they have met the requirements of law and are current on bill payment.

VIII. The City of Athens, Ohio Carbon Fee

Pursuant to the #3 Advisory Election of Athens City on May 8, 2018 ("Advisory Election"), the voters of the City of Athens, Ohio granted SOPEC the authority to charge a 2 mills retail carbon fee for each kilowatt hour of electric consumption used by SOPEC retail electric customers in the City of Athens, Ohio (such fee, the "Carbon Fee"). The Advisory Election also authorized SOPEC to use all Carbon Fee revenues to fund local public solar projects. All

SOPEC retail electric customers within the City of Athens shall automatically pay the Carbon Fee, except for those customers who elect to opt out of payment of the Carbon Fee. SOPEC's supplier shall collect the Carbon Fee from participating customers enrolled in the Program in the jurisdiction of the City of Athens who have not elected to opt out of the Carbon Fee.

All Carbon Fee revenues shall be used for the purposes of promoting and supporting local solar projects. SOPEC, in its sole discretion, shall determine how the Carbon Fee revenues shall be distributed to proposed local solar projects.

IX. Customer Service

Regarding all issues of customer protection (including provisions relating to slamming and blocking), SOPEC will ensure that the selected Supplier comply all statutes, rules and regulations currently in place and as may be amended from time to time. SOPEC will provide on-going customer education in member communities through public service announcements, posting of information, media press releases, advertising, and direct mailing depending on the subject and appropriate venue. SOPEC will also assist member communities with all required notifications, information, and public hearings.

SOPEC will ensure that customers are provided with adequate, accurate and understandable pricing and terms and conditions of service, including any fees, opt-out opportunities, including the conditions under which a customer may rescind a contract without penalty.

Supplier shall utilize the billing services of the local distribution company to render timely billings to each participating customer; except where bills will be directly managed by the Supplier for the purposes of providing energy efficiency, distributed generation or other options as specified under contract.

All bills shall comply with PUCO rules, regulations, and requirements regarding the essential components and formats. Credit and collection processes concerning billing will remain the sole responsibility of the selected Supplier and the local distribution company as provided by state law. Under no circumstances shall SOPEC have any responsibility for payment of any bills.

Unless otherwise specified in customers' supply contracts, all billing shall be based on the meter readings generated by meters of the distribution company at the customer's facilities. Customer bills shall be rendered monthly. Customers are required to remit and comply with the payment terms of the distribution company and/or the Supplier. Billing may take place through the distribution company at the Supplier's option. In the event that necessary billing data is not received from the distribution company in time to prepare monthly bills, the Supplier reserves the right to issue a bill based on an estimate of the participating customer's usage for that billing period. Any over-charge or under-charge will be accounted for in the next billing period for which actual meter data is available.

X. Customer Protections

The following customer protection provisions are anticipated to be contained in customers' contracts with the Supplier(s):

1. Title to and risk of loss with respect to the electric energy will transfer from the Supplier to participating customers at the Point-of-Sale, which is the customer's side of the meter.

2. Energy delivered pursuant to the customer's supply contract will begin on the first meter reading date following the scheduled initiation of service date for each rate class or customer group, or individual customer as described in the customer supply contract, or as soon as necessary arrangements can be made with the distribution company thereafter and will end on the last meter reading date prior to the expiration date. The Supplier has the right to request a "special" meter reading by the distribution company to initiate energy delivery and agrees to accept all costs (if any) for such meter reading. The participating customer also has such a right, and similarly would bear the costs (if any) of such special meter reading.

3. Recognizing that electricity provided under the customer's supply contract shall be ultimately delivered by the distribution company, to the extent permitted by law, the Supplier shall not be liable for any damage to a participating customer's equipment or facilities, or any economic losses, resulting directly or indirectly from any service interruption, power outage, voltage or amperage fluctuations, discontinuance of service, reversal of service, irregular service or similar problems beyond the Supplier's reasonable control. To the extent permitted by law, except as expressly stated in the supply contract, the Supplier will make no representation or warranty, express or implied (including warranty of merchantability or of fitness for a particular purpose), with respect to the provision of services and electric energy.

4. Given the increasing interest in and need for high levels of reliability, the supply contract will help assure that participating customers in SOPEC member communities receive power supply with reliability equal to that of native load customers for the distribution company. The Supplier is providing generation and, unless provided by the utility, transmission services, and participating customers must rely upon the distribution company for regional transmission, and local transmission and distribution services for ultimate delivery of electricity where reliability problems occur. However, within the scope of electric energy supplier obligations, the Supplier shall take or adopt all reasonable steps or measures to avoid any unnecessary outages, service interruptions, capacity shortages, curtailments of power supply, voltage reductions, and any other interference or disruption of electric supply to Point-of-Delivery, and shall give the highest priority of supply to the electricity made available under the customer's supply contract consistent with the requirements of law and equivalent to network service available to native load customers.

XI. Customer Complaints

It is important that customer complaints be directed to the proper party. The selected Supplier shall ensure that each participating customer receives a printed copy of a toll-free number to call regarding service problems or billing questions. The Supplier shall refer reliability, line repair, or service interruption, and billing issues to the local distribution company. The Supplier(s) shall handle all complaints in accordance with applicable laws and regulations. Problems regarding the selected Supplier can be directed to SOPEC or the PUCO. SOPEC will continue to monitor the selected Supplier for compliance with customer protection provisions in the customer's contract with Supplier and timely resolution of customer problems. Problems regarding the selected Supplier(s) can be directed to SOPEC or the PUCO. Customers may

contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at. The Office of the Ohio Consumers' Counsel ("OCC") represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at. SOPEC can be contacted at or 740-597-7955.

At the request of SOPEC, the selected Supplier(s) shall provide a periodic summary of the number and types of customer service issues and complaints that arose to date, and the status of resolution of those issues and complaints. If such reports indicate problem in the selected Supplier's service, SOPEC will pursue timely remedial action or consider the Supplier in breach of its supply contract with SOPEC.

XII. Termination of Participation in the Opt-Out Aggregation Program

The Opt-Out Aggregation Program may be terminated for participating customers in two ways:

1. Upon the termination or expiration of the power supply contract for all member communities without any extension, renewal, or subsequent supply contract being negotiated; or
2. At the decision of an individual member community to cancel its membership in SOPEC.

In the event of termination of the Opt-Out Aggregation Program, each customer receiving power supply services under the Opt-Out Aggregation Program will receive notification of termination of the program ninety days before termination. SOPEC shall utilize appropriate processes for entering, modifying, enforcing, and terminating agreements pertinent to the Opt-Out Aggregation Program consistent with the requirements of local ordinances or resolutions, state and federal law.

XIII. Termination of Participation in the Opt-In Aggregation Program

Termination of the Opt-In Aggregation Program will be governed by the terms of individual opt-in customers' supply contracts. An individual Opt-In Aggregation Program customer who chooses to terminate participation in the Aggregation Program before the expiration of the customer's supply contract(s) may be required to pay an early termination fee, if applicable. Any obligation to pay an early termination fee, if any, will be made a part of the customer supply contract(s). Opt-In Aggregation Program Customers who move from a member community will have no penalties or early termination fees.

XIV. Organizational Structure

Each SOPEC member community shall have one representative in the SOPEC Assembly; which will serve as the legislative body for the organization. Members shall elect a Board of Directors. The Board of Directors of SOPEC shall oversee the implementation and operation of the Aggregation Program consistent with the provisions of the R.C. 4928.20 and the Bylaws of the SOPEC organization.

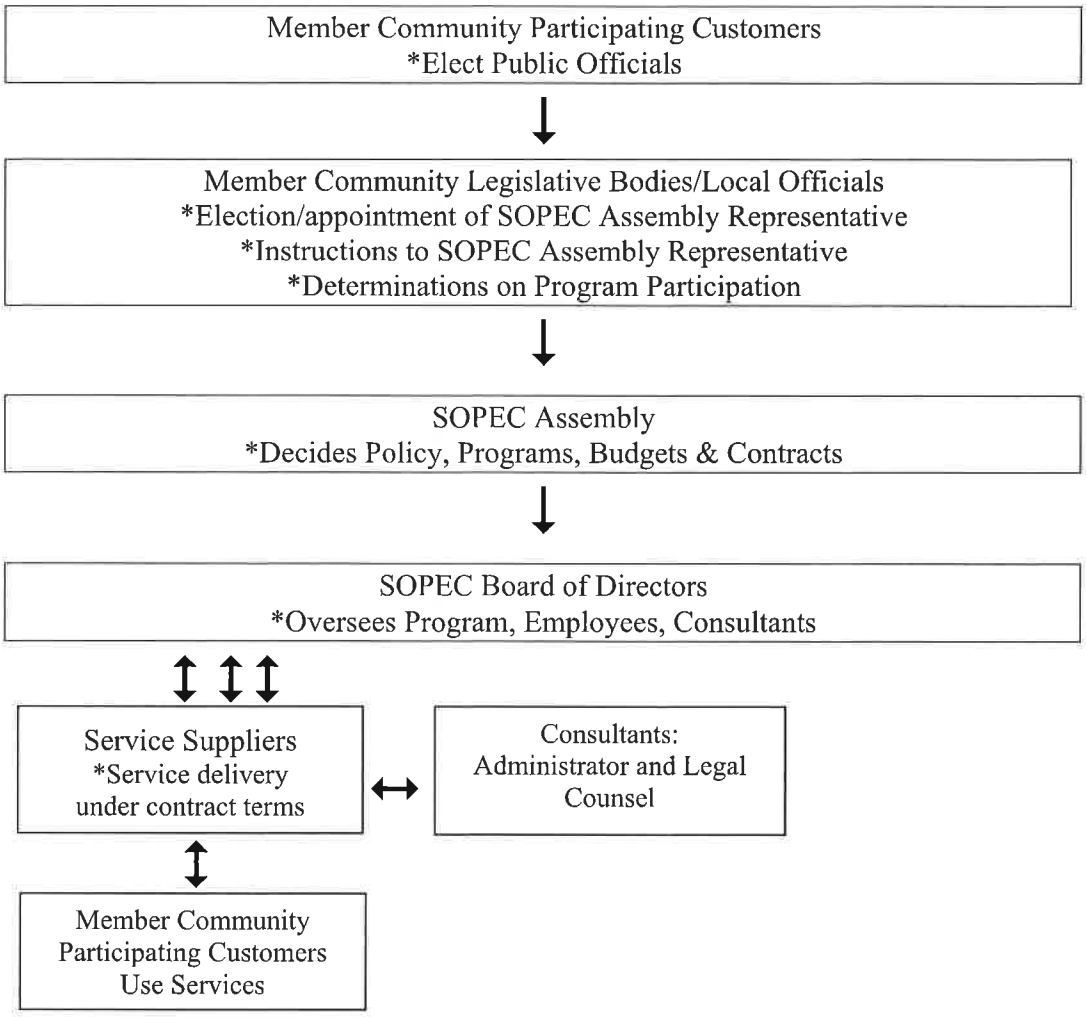
SOPEC shall act as agent for member communities to establish the Aggregation Program in accordance with law and to provide managerial, technical, and financial resources to acquire service and other guarantees sufficient to protect customers and the electric distribution utility. SOPEC may contract with service providers to achieve this purpose.

Outline of Structure:

1. Community Citizens: Customers can influence the program through elections that put in place officials that will appoint and control the assembly members.
2. Member Communities Legislative Bodies/Local Officials: Local officials may act on program and policy issues. They may individually choose to participate in additional programs of SOPEC, or terminate the community's participation in SOPEC. They may also raise issues directed to them by customers for the SOPEC Assembly and Board to address.
3. SOPEC Assembly: This is the legislative body of the organization, reviews its policies and contracts, and votes in the Board of Directors.
4. SOPEC Board of Directors: The Board of Directors shall manage the day-to-day operations of SOPEC, and may appoint agents and contract for services, and shall keep the Assembly informed of such actions.
5. Service Suppliers: Suppliers will contract with SOPEC to provide retail electric supply, energy efficiency, and local energy as part of contracts; and will report to SOPEC in carrying out these responsibilities.
6. Member Community Participating Customers: Participating customers in member communities will benefit from the professional representation and consumer protections provided under the negotiated service contracts. Individual customers may opt-out of participation and may also bring issues before their local legislative body.

SOPEC Member Electric Aggregation Program

Organizational Structure



RESOLUTION 159-25
Sponsored by: Brent McDaniels

A RESOLUTION TO ABOLISH THE CITY OF LONDON RECYCLING PROGRAM

WHEREAS, there have been increased costs related to the collection of sanitation and recycling; and

WHEREAS, the City has determined to manage these increased costs by abolishing the recycling program.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LONDON, STATE OF OHIO

SECTION I:

City Council hereby authorizes the Safety Service Director to abolish the recycling program

SECTION II:

That this Resolution shall take effect and be in full force from and after the earliest period allowed by law.

PASSED:

ATTEST:

_____
Matt Edgington
Clerk of Council

_____
Joshua Peters
President of Council

Submitted to Mayor:_____

APPROVED:

Date of Approval:_____

_____
Patrick Closser, Mayor

_____
Jennifer Hitt, Law Director
Approved as to Form

I, Matt Edgington, Clerk of Council for the City of London, Ohio, do hereby certify that the foregoing Ordinance/Resolution No.159-25 was posted on the City of London's website, www.londonohio.gov on the _____day of_____, 2025 and on the_____day of_____, 2025

_____
Clerk

#_____

Vote	Abstain	Suspend	Adopt
Andrew Hitt			
Rich Hays			
John Stahl			
Greg Eades			
Shannon Treynor			
Brent McDaniels			
Lisa Jackman			

RESOLUTION 180-25
Sponsored by: Shannon Treynor

A RESOLUTION ADOPTING THE RECOMMENDATIONS OF THE PLANNING COMMISSION

WHEREAS, the Planning Commission has met and approved the attached plans; and

WHEREAS, Council must set this for a public hearing before approval.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LONDON, STATE OF OHIO

SECTION I:

That following a public hearing on the application and in accordance with the Planning Commission's recommendation, this Council hereby approves the application.

SECTION II:

That this ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED:

ATTEST:

_____
Matt Edgington
Clerk of Council

_____
Joshua Peters
President of Council

Submitted to Mayor:_____

APPROVED:

Date of Approval:_____

_____
Patrick Closser, Mayor

_____
Rickelle Davis, Law Director
Approved as to Form

I, Matt Edgington, Clerk of Council for the City of London, Ohio, do hereby certify that the foregoing Ordinance/Resolution No.180-25 was posted on the City of London's website, www.londonohio.gov on the _____day of_____, 2025 and on the_____day of_____, 2025

_____
Clerk

#_____

Vote	Abstain	Suspend	Adopt
Andrew Hitt			
Rich Hays			
John Stahl			
Greg Eades			
Shannon Treynor			
Brent McDaniels			
Lisa Jackman			

City of London
Building and Zoning Department
20 South Walnut Street
London, Ohio 43140
#740-852-7045

PLANNING COMMISSION

Council Recommendation Form

- **Commission Approval / Disapproval Date:** August 14, 2025
- **Project / Development:** Madison Reserve
- **Representative:** T&L Development Group LLC- Wes Smith
- **Case Number:** PC-25-13
- **Address:** Parcel #31-03129.000
- **Summary of Action / Recommendation:**

To approve rezoning/preliminary development plan for a residential subdivision with the following stipulations;

1. The street widths to be negotiated with the appropriate parties to ensure that emergency vehicles have proper access.

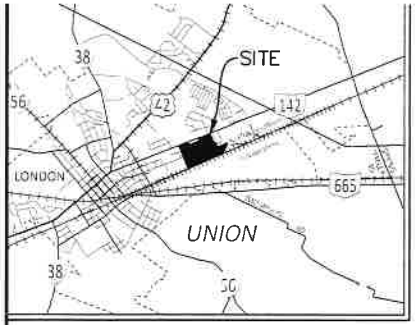
2. Parking available on both sides of the street. 3. Not to exceed 271 lots.

4. The drainage for the ditch on the west side of property is to be maintained in a manner which not to create a nuisance to properties north of High Street.

Board vote: 4 in favor - 0 against

- **Chairperson Signature / Date:** _____

EXHIBIT
A
180-25



VICINITY MAP
1" = 5000'

ZONING

EXISTING ZONE = CONVENIENCE COMMERCIAL DISTRICT (B-1)

MINIMUM LOT AREA:	
BUSINESS STRUCTURES	= 6000 SQ. FT.
PERMITTED USES	= 6000 SQ. FT.
MAXIMUM LOT COVERAGE:	
STRUCTURES	= NOT PERMITTED
PERMITTED USES	= 25%
BUILDING SETBACKS (PRINCIPLE USE):	
FRONT	= 40'
ONE SIDE (PERMITTED USES)	= 15'
BOTH SIDES (PERMITTED USES)	= 30'
REAR (BUSINESS STRUCTURES)	= 10'
REAR (PERMITTED USES)	= 40'
ACCESSORY USE (BUSINESS STRUCTURES & PERMITTED USES)	
SIDE	= 5'
REAR	= 5'
MAXIMUM BUILDING HEIGHTS (PRINCIPLE USE)	
BUSINESS STRUCTURES	= 35' & 2 STORIES
PERMITTED USES	= 30' & 2.5 STORIES
MAXIMUM BUILDING HEIGHTS (ACCESSORY USE)	
BUSINESS STRUCTURES	= 35' & 2.5 STORIES
PERMITTED USES	= 20' & 2 STORIES
MAXIMUM FLOOR AREA FOR DWELLING UNIT/PRINCIPLE USE	
BUSINESS STRUCTURES	= NOT PERMITTED
PERMITTED USES:	= 800 SQ. FT. (SINGLE & MULTIPLE) (GARAGE NOT PERMITTED)

EXISTING ZONE = LOW DENSITY RESIDENTIAL DISTRICT (R-2)

MINIMUM LOT AREA:	
SINGLE-FAMILY DWELLINGS	= 10000 SQ. FT.
OTHER PERMITTED USES	= 7200 SQ. FT.
MAXIMUM LOT COVERAGE:	
SINGLE-FAMILY DWELLINGS	= 29%
OTHER PERMITTED USES	= 29%
BUILDING SETBACKS (PRINCIPLE USE):	
FRONT	= 35' (BOTH)
ONE SIDE (SINGLE-FAMILY)	= 8'
ONE SIDE (PERMITTED USES)	= 10
BOTH SIDES (SINGLE FAMILY)	= 20'
BOTH SIDES (PERMITTED USES)	= 25'
REAR (SINGLE FAMILY)	= 30'
REAR (PERMITTED USES)	= 35'
ACCESSORY USE (SINGLE-FAMILY & PERMITTED USES)	
SIDE	= 5'
REAR	= 5'
MAXIMUM BUILDING HEIGHTS (PRINCIPLE USE)	
SINGLE-FAMILY	= 35' & 2.5 STORIES
PERMITTED USES	= 30' & 2.5 STORIES
MAXIMUM BUILDING HEIGHTS (ACCESSORY USE)	
SINGLE FAMILY	= 20' & 2.0 STORIES
PERMITTED USES	= 16' & 1.5 STORIES
MAXIMUM FLOOR AREA FOR DWELLING UNIT/PRINCIPLE USE	
SINGLE-FAMILY	= 1300 SQ. FT. (SINGLE-STORY) 1500 SQ. FT. (MULTIPLE-STORY) 480 SQ. FT. (GARAGE)
PERMITTED USES	= 1200 SQ. FT. (SINGLE-STORY) 1200 SQ. FT. (MULTIPLE-STORY) GARAGE NOT PERMITTED

EXISTING ZONE = MULTI-TYPE RESIDENTIAL DISTRICT (R-3)

MINIMUM LOT AREA:	
TWO-FAMILY	= 11250 SQ. FT.
SINGLE-FAMILY	= 7500 SQ. FT.
OTHER PERMITTED USES	= 5000 SQ. FT.
MAXIMUM LOT COVERAGE:	
TWO-FAMILY & SINGLE-FAMILY	= 32%
OTHER PERMITTED USES	= 29%
BUILDING SETBACKS (PRINCIPLE USE):	
FRONT	= 25' (TWO FAMILY & SINGLE-FAMILY) 30' (PERMITTED USES)
ONE SIDE	= 8' (TWO-FAMILY & SINGLE-FAMILY) 8' (PERMITTED USES)
BOTH SIDES	= 14' (TWO-FAMILY & SINGLE-FAMILY) 18' (OTHER PERMITTED USES)
REAR	= 25' (TWO-FAMILY & SINGLE-FAMILY) 30' (PERMITTED USES)
ACCESSORY USE (TWO-FAMILY, SINGLE-FAMILY & PERMITTED USES)	
SIDE	= 5'
REAR	= 5'
MAXIMUM BUILDING HEIGHTS (PRINCIPLE USE)	
TWO-FAMILY & SINGLE-FAMILY	= 35' & 2.5 STORIES
PERMITTED USES	30' & 2.5 STORIES
MAXIMUM BUILDING HEIGHTS (ACCESSORY USE)	
TWO-FAMILY	= 35' & 2.5 STORIES
SINGLE-FAMILY	= 20' & 2 STORIES
PERMITTED USES	= 15' & 1.5 STORIES
MAXIMUM FLOOR AREA FOR DWELLING UNIT/PRINCIPLE USE	
TWO-FAMILY	= 1050 SQ. FT. (SINGLE-STORY) 1200 SQ. FT. (MULTIPLE-STORY) 480 SQ. FT. (GARAGE)
SINGLE-FAMILY	= 1200 SQ. FT. (SINGLE-STORY) 1500 SQ. FT. (MULTIPLE-STORY) 336 SQ. FT. (GARAGE)
PERMITTED USES	= 800 SQ. FT. (SINGLE-STORY) 800 SQ. FT. (MULTIPLE-STORY) GARAGE NOT PERMITTED

EXISTING ZONE = HEAVY INDUSTRIAL DISTRICT (M-2)

MINIMUM LOT AREA:	
MANUFACTURING	= 10000 SQ. FT.
PERMITTED USES	= 5000 SQ. FT.
MAXIMUM LOT COVERAGE:	
MANUFACTURING	= N/A
PERMITTED USES	= 32%
BUILDING SETBACKS (PRINCIPLE USE):	
FRONT	= 25' (MANUFACT 20' (PERMITTED
ONE SIDE	= 20M (MANUFAC = 10' (PERMITTED
BOTH SIDES	= 40' (MANUFACT 20 (PERMITTED
REAR	= 10M (MANUFAC 30; (PERMITTED
ACCESSORY USE (MANUFACTURING N/A, PERMITTED USES	
SIDE	= 10'
REAR	= 10'
MAXIMUM BUILDING HEIGHTS (PRINCIPLE USE)	
MANUFACTURING	= 45' & 3 STORIE
PERMITTED USES	= 40' & 2 STORIE
MAXIMUM BUILDING HEIGHTS (ACCESSORY USE)	
MANUFACTURING	= N/A
PERMITTED USES	= 20' & 1.5 STOR
MAXIMUM FLOOR AREA FOR DWELLING UNIT/PRINCIPLE USE	
MANUFACTURING & PERMITTED USES	= 800 SQ. F 800 SQ. F GARAGE NO

STATE ROUTE 142 ~
EAST HIGH STREET (VARIES)
MAD-142-0.49

ZONE R-3

ZONE R-1

ZONE R-2

ZONE B-1

ZONE R-3

ZONE B-2

ZONE M-2

ZONE M-1

WASHINGTON AVENUE (50')

BIRCHWOOD DRIVE (50')

SHARP AVENUE (50')

E. FIRST STREET (50')

EASTGATE SUBDIVISION
PLAT BOOK 2, PAGES 177 & 178

55.027 Ac.
(0.314 Ac. IN V.M.S. No. 5801)
(54.713 Ac. IN V.M.S. No. 5802)
O.R. 426, PAGE 494 (15% INTEREST)
O.R. 429, PAGE 304 (85% INTEREST)
ORIG. 89.601 Ac.
P.N. 31-03129.000

℄ OF MARTIN MOON
(PART OF MAINTAINED DITCH)

LOCAL CONTROL MONUMENT "406"

SEE DETAIL A (SHEET 2)

SEE DETAIL B (SHEET 2)

SEE DETAIL C (SHEET 2)

BACK OF CURB
SIDEWALK

STORM MH
RIM = 1039.56
INV = 1034.83 18" CPP SW

CURB INLET
18" x 60" GRATE = 1038.43

CURB INLET
18" x 30" GRATE = 1038.46

ALUMINUM CAP

V.M.S. No. 5801

V.M.S. No. 5802

PHASE I
PHASE II

SAN MH
RIM = 1039.83
INV = 1032.65 8" E

SAN MH
RIM = 1038.70
INV = 1030.40 8" NE
INV = 1030.40 8" SW

SAN MH
RIM = 1035.72
INV = 1018.51 15" SE
INV = 1018.64 8" W
INV = 1018.83 8" S
INV = 1029.46 15" NW

SAN MH
RIM = 1034.62
INV = 1028.87 8" E
INV = 1028.87 8" W

SAN MH
RIM = 1035.42
INV = 1017.94 15" NW
INV = 1017.94 15" SW

SAN MH
RIM = 1041.19

SAN MH
RIM = 1041.51
INV = 1038.47 8" W
INV = 1038.91 2"
BOTTOM = 1036.93

CB
24" x 24" GRATE = 1040.09
INV = 1037.77 18" CPP
INV = 1036.83 18" CPP

SAN MH
RIM = 1038.95
INV = 1027.48 15" NE

SAN MH
RIM = 1033.78
INV = 1024.73 15" NE
1024.73 15" SW

CB
24" x 24" GRATE = 1034.41
INV = 1025.82 18" CPP N
INV = 1026.01 18" CPP NE

SAN MH
RIM = 1036.36
INV = 1021.69 8" N
INV = 1021.69 15" SW
INV = 1021.69 15" NE

SAN MH
RIM = 1034.55
INV = 1019.13 15" NE

CB
24" x 24" GRATE = 1031.12
INV = 1024.48 18" CPP SW
INV = 1024.57 24" CPP NE
INV = 1025.09 15" CPP S

SAN MH
RIM = 1031.63
INV = 1017.78 15" NE
INV = 1017.78 15" SW

SAN MH
RIM = 1029.58
INV = 1018.08 15" E
INV = 1018.08 15" W

SAN MH
RIM = 1032.00
INV = 1017.50 15" SW
INV = 1017.54 15" NE
INV = 1017.68 8" E

SAN MH
RIM = 1030.38
INV = 1016.73 15" NE
INV = 1016.73 15" S

CB
24" x 24" GRATE = 1035.86
INV = 1027.74 18" CPP S
INV = 1027.88 18" CPP N
INV = 1028.33 12" CPP W

N 70°42'12" E
309.51'

N 62°25'46" E
119.78'

S 21°16'38" E
147.19'

N 68°43'22" E
658.29'

N 21°33'59" W
207.33'
162.78'

N 68°21'42" E
662.55'

S 21°37'52" E
162.42'

S 21°42'58" E
380.04'

S 21°35'08" E
216.13'

N 21°20'21" W
1296.52'

@ 288.00'

@ 119.77'

@ 180.01'

@ 299.98'

@ 59.97'

UTILITY OWNERS

GAS

COLUMBIA GAS OF OHIO
290 W. NATIONWIDE BOULEVARD
COLUMBUS, OHIO 43215
(800) 344-4077

ELECTRIC

DAYTON POWER AND LIGHT
1201 W. 5TH STREET
MARYSVILLE, OHIO 43040
(800) 433-8500

OHIO EDISON
420 YORK STREET
SPRINGFIELD, OHIO 45505
(800) 633-4766

COUNTY ENGINEER

MADISON COUNTY ENGINEER
825 U.S. ROUTE 42
LONDON, OHIO 43140
(740) 852-9404

TELEPHONE/CABLE/INTERNET

AT&T
150 W. COURT STREET
WASHINGTON COURT HOUSE, OHIO 43160
(740) 333-8800

WINDSTREAM ENTERPRISES
225 W. 34TH STREET
NEW YORK, NEW YORK 10122
(800) 600-5050

FIBERLIGHT
7500 DALLAS PARKWAY, SUITE 450
PLANO, TEXAS 75024
(844) 509-0775

MIDDLE MILE INFRASTRUCTURE LLC
(INSTITUTE FOR TELECOMMUNICATION SCIENCES)
325 BROADWAY
BOULDER, COLORADO 80305-3337
WWW.NTIA.GOV

LUMEN
222 W. ADAMS STREET
CHICAGO, ILLINOIS 60606
(800) 871-9244

MCI TELECOMMUNICATIONS/VERIZON
3483 E. NATIONAL ROAD
SPRINGFIELD, OHIO 45505
(937) 717-1043

OMNI FIBER
4680 PARKWAY DRIVE, SUITE 450
MASON, OHIO 45040
(844) 844-6664

COGENT COMMUNICATIONS
1621 EUCLID AVE
CLEVELAND, OHIO 44115
(216) 583-0799

CHARTER COMMUNICATIONS/SPECTRUM
4450 EASTGATE S. DRIVE
CINCINNATI, OHIO 45245
(888) 408-7063

WATER AND SEWER

MID-OHIO WATER AND SEWER DISTRICT
501 S. MAIN STREET
LONDON, OHIO 43140
(740) 852-1867

TRAFFIC

CITY OF LONDON STREET DEPARTMENT
1460 STATE ROUTE 42
LONDON, OHIO 43140
(740) 852-1404

LEGAL DESCRIPTION FROM TITLE COMMITMENT (LAND REFERRED TO PER TITLE COMMITMENT)

SITUATED IN THE STATE OF OHIO, COUNTY OF MADISON AND IN THE CITY OF LONDON, AND BEING _____ ACRE, PER NEW SURVEY, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

LEGAL DESCRIPTION FROM FIELD SURVEY

SITUATED IN THE CITY OF LONDON, COUNTY OF MADISON, STATE OF OHIO, BEING A PART OF V.M.S. NOS. 5801 AND 5802, AND BEING ALL THAT REMAINS (55.027 ACRES) OF THE ORIGINAL 69.601 ACRES TRACT (PARCEL NO. 31-03129.000) AS CONVEYED HEATH FAMILY LIMITED PARTNERSHIP AND RECORDED IN OFFICIAL RECORD 425, PAGE 494 (15% INTEREST) AND OFFICIAL RECORD 429, PAGE 304 (85% INTEREST) OF THE MADISON COUNTY RECORDER'S OFFICE, AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT 5/8" IRON PIN (FOUND) MARKING A SOUTHERLY CORNER OF LOT NO. 33 AND A WESTERLY TERMINUS OF ANDREW COURT WEST OF BUCKINGHAM PLACE SUBDIVISION NO.1, PHASE 3 LONDON, OHIO (P.B. 2, SLIDE 585);

THENCE WITH WESTERLY LINE OF THE TERMINUS OF ANDREW COURT WEST S 21°35'08" E PASSING A 5/8" IRON PIN (FOUND) AT 59.81 FEET MARKING THE NORTHWESTERLY CORNER TO AND CONTINUING WITH THE WESTERLY LINE OF LOT NO. 34 OF BUCKINGHAM PLACE SUBDIVISION NO.1, PHASE 3 LONDON, OHIO, A TOTAL DISTANCE OF 216.13 FEET TO A 5/8" IRON PIN (SET) MARKING THE SOUTHWESTERLY CORNER OF LOT NO. 34;

THENCE WITH THE SOUTHERLY LINE OF BUCKINGHAM PLACE SUBDIVISION NO.1, PHASE 3 LONDON, OHIO N 68°19'28" E, A DISTANCE OF 301.54 FEET TO A 5/8" IRON PIN (FOUND) MARKING THE SOUTHWESTERLY CORNER OF LOT NO. 24 OF BUCKINGHAM PLACE SUBDIVISION NO.1, PHASE II LONDON, OHIO (P.B. 2, SLIDE 251);

THENCE WITH THE SOUTHERLY LINE OF BUCKINGHAM PLACE SUBDIVISION NO.1, PHASE II LONDON, OHIO N 68°21'08" E, A DISTANCE OF 309.34 FEET TO A 1" IRON PIPE (FOUND) MARKING A WESTERLY CORNER OF A 22.055 ACRES TRACT AS CONVEYED TO NISSAN CHEMITEC AMERICA, INC. (O.R. 305, PAGE 395);

THENCE WITH A SOUTHWESTERLY LINE OF THE AFORESAID 22.055 ACRES TRACT S 25°02'54" W, A DISTANCE OF 559.95 FEET TO A 1" PIPE (FOUND) IN THE NORTHERLY LINE OF A 6.758 ACRES TRACT AS CONVEYED TO PENNSYLVANIA LINES LLC (O.R. 107, PAGE 1784);

THENCE WITH THE NORTHERLY LINE OF THE AFORESAID 6.758 ACRES TRACT S 66°25'27" W, A DISTANCE OF 2100.18 FEET TO A 1" PIPE (FOUND) MARKING THE SOUTHEASTERLY TERMINUS OF SHARP AVENUE;

THENCE WITH THE EASTERLY LINE OF SHARP AVENUE N 21°20'21" W, A DISTANCE OF 1296.52 FEET TO A 5/8" IRON PIN (SET) IN THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROUTE 142-EAST HIGH STREET (MAD-142-0.49) AND MARKING THE SOUTHWESTERLY CORNER OF A 0.698 ACRES "PARCEL NO. 49WV" AS CONVEYED TO THE CITY OF LONDON (O.R. 105, PAGE 77);

THENCE WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROUTE 142-EAST HIGH STREET AND SOUTHERLY LINES OF THE AFORESAID 0.699 ACRES "PARCEL NO. 49WV" FOR THE NEXT 3 CALLS:

1) N 70°42'12" E, A DISTANCE OF 309.51 FEET TO A 5/8" IRON PIN (SET);
2) N 76°15'41" E, A DISTANCE OF 60.53 FEET TO A 5/8" IRON PIN (FOUND);
3) N 82°25'46" E, A DISTANCE OF 119.78 FEET TO A 3/4" IRON PIN (FOUND) MARKING THE SOUTHWESTERLY CORNER OF A 0.382 ACRE "PARCEL 55WV" AS CONVEYED TO THE CITY OF LONDON (O.R. 94, PAGE 537) AND THE NORTHWESTERLY CORNER OF WHAT REMAINS OF AN ORIGINAL 1 ACRE "PARCEL II, TRACT ONE" AS CONVEYED TO DAVID L. FENDER (O.R. 285, PAGE 858);

THENCE WITH THE WESTERLY LINE OF WHAT REMAINS OF THE AFORESAID ORIGINAL 1 ACRE "PARCEL II, TRACT ONE" S 21°16'38" E, A DISTANCE OF 147.15 FEET TO A 5/8" IRON PIN (SET);

THENCE WITH THE SOUTHERLY LINE OF WHAT REMAINS OF THE AFORESAID ORIGINAL 1 ACRE "PARCEL II, TRACT ONE" N 68°43'22" E PASSING THE SOUTHWESTERLY CORNER TO AND CONTINUING WITH THE SOUTHERLY LINE OF WHAT REMAINS OF AN ORIGINAL 38-50/100 ACRES

EASEMENTS AND OTHER ITEMS LISTED IN TITLE COMMITMENT

ISSUED BY OLD REPUBLIC TITLE INS CO
FILE No. 23283, DATED MAY 22, 2025, AT 8:00 A.M., EXCEPTIONS

(17)	SANITARY SEWER EASEMENT	D.B. 287, PAGE 832 AUGUST 9, 1991	DOES NOT AFFECT SUBJECT PROPERTY
(18)	CITY OF LONDON 20' WIDE SANITARY SEWER EASEMENT	D.B. 228, PAGE 58 DECEMBER 30, 1975	AFFECTS THE SUBJECT PROPERTY SHOWN ON PLAT
(19)	THE OHIO FUEL GAS COMPANY RIGHT-OF-WAY FOR PIPELINE	D.B. 149, PAGE 245 AUGUST 3, 1961	CAN NOT BE PLOTTED
(20)	THE OHIO FUEL GAS COMPANY MODIFIED AND AMENDED BY COLUMBIA GAS OF OHIO 25' WIDE RIGHT-OF-WAY FOR PIPELINE	D.B. 149, PAGE 170 SEPTEMBER 14, 1953 AS MODIFIED AND AMENDED IN D.B. 280, PAGE 844 AUGUST 1, 1983	AFFECTS THE SUBJECT PROPERTY SHOWN ON PLAT
(21)	CITY OF LONDON 20' WIDE WATER LINE EASEMENT	D.B. 251, PAGE 374 NOVEMBER 6, 1979	AFFECTS THE SUBJECT PROPERTY SHOWN ON PLAT
(22)	CITY OF LONDON 20' WIDE WATER LINE EASEMENT	D.B. 251, PAGE 376 NOVEMBER 6, 1979	AFFECTS THE SUBJECT PROPERTY SHOWN ON PLAT
(23)	CITY OF LONDON ASSIGNS, TRANSFERS AND CONVEYS TO MID-OHIO WATER AND SEWER DISTRICT 10' WIDE SANITARY SEWER EASEMENT	D.B. 295, PAGE 795 SEPTEMBER 3, 1993 ASSIGNS, TRANSFERS AND CONVEYS IN O.R. 426, PAGE 2503 JUNE 18, 2024	AFFECTS THE SUBJECT PROPERTY SHOWN ON PLAT
(24)	CITY OF LONDON ASSIGNMENT OF EASEMENT TO MID-OHIO WATER AND SEWER DISTRICT EASEMENT FOR SANITARY PUMP STATION	O.R. 270, PAGE 542 SEPTEMBER 27, 2011 ASSIGNMENT OF EASEMENT IN O.R. 426, PAGE 2553 AND O.R. 426, PAGE 2449 JUNE 18, 2024	AFFECTS THE SUBJECT PROPERTY SHOWN ON PLAT
(25)	SPRINT COMMUNICATIONS COMPANY L.P., et al 20' WIDE EASEMENT	O.R. 292, PAGE 1231 JUNE 13, 2013	AFFECTS THE SUBJECT PROPERTY SHOWN ON PLAT
(26)	FOUR IN ONE PARTNERSHIP 15' WIDE UTILITY INSTALLATION EASEMENT	O.R. 259, PAGE 382 MARCH 14, 1983	DOES NOT AFFECT THE SUBJECT PROPERTY
(27)	FOUR IN ONE PARTNERSHIP 25' WIDE BUILDING SETBACK	O.R. 259, PAGE 382 MARCH 14, 1983	DOES NOT AFFECT THE SUBJECT PROPERTY
(28)	FOUR IN ONE PARTNERSHIP 0.7452 Ac. RIGHT OF WAY	O.R. 260, PAGE 602 JULY 25, 1983	DOES NOT AFFECT THE SUBJECT PROPERTY
(29)	FOUR IN ONE PARTNERSHIP COVENANTS	O.R. 260, PAGE 602 JULY 25, 1983	DOES NOT AFFECT THE SUBJECT PROPERTY
(30)	OHIO EDISON COMPANY RIGHT OF WAY EASEMENT FOR INSTALLATION AND MAINTENANCE OF ELECTRIC LINES	D.B. 120, PAGE 295 MAY 25, 1937	AFFECTS THE SUBJECT PROPERTY SHOWN ON PLAT (NO WIDTH STATED)
(31)	OHIO EDISON COMPANY EASEMENT AND RIGHT-OF-WAY FOR DISTRIBUTION OF ELECTRIC CURRENT	D.B. 146, PAGE 447 JUNE 26, 1951	AFFECTS THE SUBJECT PROPERTY SHOWN ON PLAT (NO WIDTH STATED) 10' BUILDING SETBACK
(32)	OHIO EDISON COMPANY EASEMENT AND RIGHT-OF-WAY FOR DISTRIBUTION OF ELECTRIC CURRENT	D.B. 154, PAGE 640 FEBRUARY 18, 1958	AFFECTS THE SUBJECT PROPERTY SHOWN ON PLAT (NO WIDTH STATED)
(33)	THE OHIO BELL TELEPHONE COMPANY EASEMENT FOR UNDERGROUND AND ABOVE GROUND FOR COMMUNICATIONS SYSTEMS	D.B. 264, PAGE 692 NOVEMBER 26, 1984	DOES NOT AFFECT THE SUBJECT PROPERTY
(34)	CITY OF LONDON SANITARY SEWER EASEMENT	D.B. 238, PAGE 241 AUGUST 31, 1977	DOES NOT AFFECT THE SUBJECT PROPERTY
(35)	CITY OF LONDON 20' WIDE SANITARY SEWER EASEMENT	D.B. 222, PAGE 458 JANUARY 3, 1975	AFFECTS THE SUBJECT PROPERTY SHOWN ON PLAT
(36)	EASEMENTS, RIGHTS OF WAY, SETBACKS AND OTHER ITEMS SHOWN AND DEPICTED ON THE PLAT OF BUCKINGHAM PLACE SUBDIVISION No. 1	P.B. 2, PAGE 251 AKA PLAT SLIDE No. 581 AUGUST 13, 1984	DOES NOT AFFECT THE SUBJECT PROPERTY
			DOES NOT AFFECT THE


EXISTING
HEADWALL
EXISTING
SIDEWALK
N70°42'12"E 309.51'
R/W
N76°15'4
60.53'
ZONE R-3

DEVELOPER/ OWNER

GROSS POINTE LAND HOLDINGS
AND
LOCAS INVESTMENTS, LLC
1150 U.S. 42 SOUTHEAST
LONDON, OHIO 43140

ENGINEER/PLANNER

EMH&T
5500 NEW ALBANY ROAD
COLUMBUS, OHIO 43054

LEGAL DESCRIPTION

MADISON COUNTY
PARCEL 31-03129.000

PRESENT USE

PRIMARILY AGRICULTURAL

PROPOSED USE

RESIDENTIAL

FIRE DISTRICT

LONDON FIRE DISTRICT

WATER PROVIDER

MID OHIO WATER AND SEWER DISTRICT

SEWER PROVIDER

MID OHIO WATER AND SEWER DISTRICT

STORM WATER RETENTION

ALL STORM WATER TO BE RETAINED
IN SURFACE RETENTION BASINS

ROADWAY JURISDICTION

CITY OF LONDON

BASIS OF BEARING

OHIO STATE PLANE COORDINATE SYSTEM,
SOUTH ZONE, NAD 83, 2011 ADJUSTMENT

MADISON COUNTY
MONUMENT NO. 02-016: N 87° 24'.08"W - 1967.45'

TRUE POINT OF BEGINNING: N 690,682.394', E 1,708,927.983'

NOTES:

NOTE "A": ALL OF THE PRC
SHOWN ON TH
FLOOD INSURA
39097C0150D E

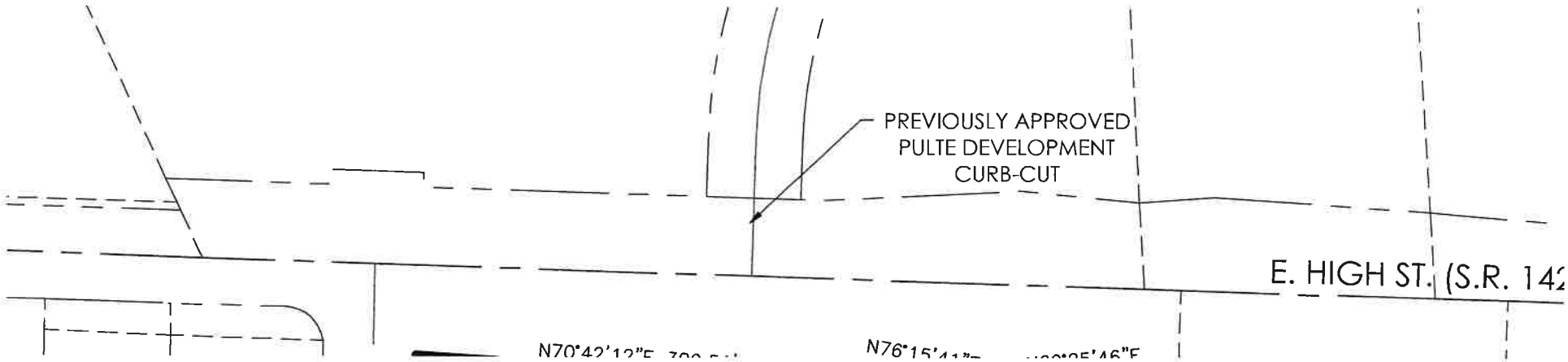
NOTE "B": SIDEWALKS SHA

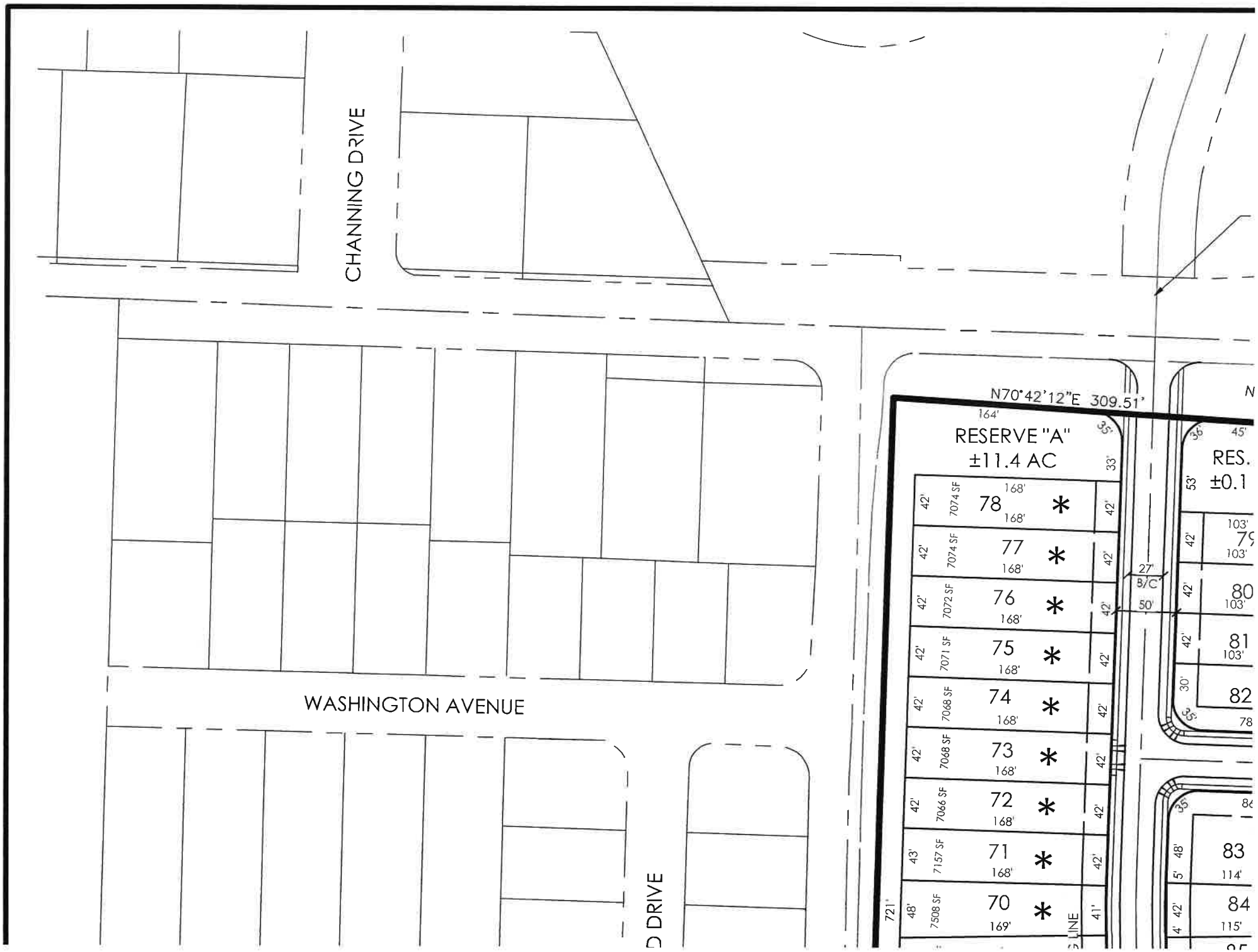
NOTE "C": RESERVE "A" TH
FACILITIES SHAL
HOMEOWNERS

NOTE "D": ALL BUILDING S
STANDARDS IN
THE APPLICABL

NOTE "E": BASED UPON A
ANTICIPATED T
FIRST HALF OF 2
CONSTRUCTIO
BASED UPON M

NOTE "F": ALL STREETS SH.
LONDON.




CHANNING DRIVE
WASHINGTON AVENUE
N70°42'12"E 309.51'
RESERVE "A"
±11.4 AC
78
77
76
75
74
73
72
71
70
RES.
±0.1
79
80
81
82
83
84
27' B/C
50'


PREVIOUSLY APPROVED
PULTE DEVELOPMENT
CURB-CUT
RESERVE "A"
±11.4 AC
RES. "C"
±0.1 AC
LOT
SPLIT
#1
LOT
SPLIT
#2
78
77
76
75
74
73
79
80
81
82
241
242
243
WASHINGTON AVE.

PC-25-13

Planning and Zoning Commission Application

Status: Active

Submitted On: 6/18/2025

Primary Location

0 SR 142 Unit 0
LONDON, OH 43140

Owner

HEATH FAMILY LIMITED PARTNERSHIP
E. Sycamore Street 504
Columbus, OH 43206

Applicant

Wesley Smith
614-512-0918
ws@tldevgroup.com
153 Liberty Ridge Ave
Powell, OH 43065

Application Information

Jurisdiction

City of London

Occupancy

–

Application Type*

Other Review

Applicant/Business is known as*

T&L Development Group, LLC

Parcel Size (Acres)*

55

Number of Lots Proposed

255

Parcel Number*

31-03129.000

Describe Requested Review - PLEASE GIVE BRIEF DESCRIPTION*

Requesting a Rezoning/Preliminary Development Plan Review for a residential subdivision

Statements

Existing Land Use/Development

Agricultural Land

Proposed Land Use/Development:

Single Family Residential

STATEMENT: State briefly how the proposed development relates to the existing and potential land use character of the vicinity. (Attach letter of intent if additional space is needed.)

The proposed devleopment is in keeping with the adjacent existing single family devlepments to the north/east and west.

STATEMENT: State briefly how the proposed development relates to the Comprehensive Plan.

The proposed development is in keeping with the comprehensive plan.

STATEMENT: State briefly how the proposed development addresses pedestrian mobility and access within the site and to/from the site.

There will be internal walkways within the development to provide pedestrian mobility.

Applicant's Affidavit

I, the applicant or the authorized representative, have read and understand the contents of this application. The information contained in this application, attached exhibits and other information submitted is complete and in all respects true and correct, to the best of my knowledge and belief.

Wesley A. Smith
Jun 18, 2025

Auditor Map



2/5/2025, 3:14:36 PM

1:9,028

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

Parcels
16531E623568N.ecw Red: Red Green: Green Blue: Blue
17244E649568N.ecw Red: Red Greer : Green Blue: Blue
16690E673728N.ecw Red: Red Green: Green Blue: Blue
16610E649968N.ecw Red: Red Green: Green Blue: Blue
17165E618288N.ecw Red: Red Green: Green Blue: Blue
16742E697488N.ecw Red: Red Green: Green Blue: Blue
17244E673728N.ecw Red: Red Green: Green Blue: Blue
17244E618288N.ecw Red: Red Greer : Green Blue: Blue
17244E697488N.ecw Red: Red Green: Green Blue: Blue
17244E734448N.ecw Red: Red Green: Green Blue: Blue
16822E734448N.ecw Red: Red Green: Green Blue: Blue

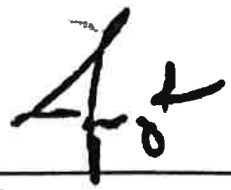
Esri, NASA, NGA, USGS, FEMA

Madison County OH
Esri, NASA, NGA, USGS, FEMA

MADISON RESERVE
PRELIMINARY DEVELOPMENT PLAN

London Ohio PUD Ord Chapter 1262.10 (c)(14) Requirement

To the best of my knowledge all information provided in the application for the Madison Reserve Preliminary Development Plan is true and accurate.



Paul J. Gross
Managing Member

1262.10 APPROVAL OF DISTRICTS; PRELIMINARY AND FINAL PLANS.

(a) In General; Intent. A PUD Planned Unit Development District shall be approved in accordance with the procedures set forth in this section. It is the intent of this section to incorporate the process for reviewing and approving the development plans with the process for amending the text of this Zoning Code and the Official Zoning Map, as set forth in Chapter 1246.

(b) Pre-Application Meetings. The developer or an agent of the developer shall meet with the Zoning Administrator and the Planning Commission prior to the submission of the preliminary development plan. The purpose of this meeting is to discuss, early and informally, the purpose and effect of this Zoning Code and the criteria and standards of this chapter, to familiarize the developer with any other applicable regulations and to get a general idea of the intent of the proposed project.

Madison Reserve

(c) Preliminary Development Plan Applications; Contents. An application for preliminary PUD Planned Unit Development District approval shall be filed with the Zoning Administrator by the developer or an agent of the developer. The contents of the preliminary development application are not designed to require detailed engineering plans. However, the preliminary development application must show that enough thought has been put into the plan such that the proposed project is likely to be feasible to complete as proposed. The application shall contain at least the following information:

(1) The name, address and telephone number of the applicant (and agent, if any). See Exhibit C-1

(2) The name, address and telephone number of any surveyor, engineer and/or planner assisting in the preparation of the preliminary development plan. See Exhibit C-1

(3) A legal description of the property. See Exhibits A-2 and C-1

(4) Present uses. See Exhibit C-1

(5) The present zoning district. See Exhibit C-1

(6) Proposed uses. See Exhibit C-1

(7) Proposed land uses. See Exhibit C-1

(8) A vicinity map at a scale of one inch equals 200 feet that shows at least 500 feet in all directions from the property. See Exhibit B-1

(9) A list of property owners (and their mailing addresses) who own any property that has any lot line located within 200 feet of any property line of the parcel proposed to be

rezoned, and of any other persons (as determined by the Zoning Administrator) who may have a substantial interest in the case. Provided by City.

(10) Elevations based on sea datum if available. Reference bench marks used shall be indicated. A contour map shall be provided with one-foot contour intervals, with acreages in individual watershed areas calculated to the nearest acre. Existing subsurface tile systems shall also be shown, where known by existing records, with elevations, size and type of tile. See Exhibits A-1 and B-1

(11) A preliminary development plan showing existing and proposed drainage channels, wooded areas, power transmission, poles and lines, proposed sanitary sewers, storm sewers, water lines, street lighting and poles, fixtures and lines, electric and telephone transmission lines, gas transmission lines and cable transmission and any other significant items. The development plan shall also lay out and show the dimensions of existing and proposed streets, including names, layout and dimensions of lots and building set-back lines. See Exhibits A-1 through E-1

(12) The proposed schedule for the development of the site, indicating phases (if appropriate). See Note E on Exhibit C-1

(13) Evidence that the applicant has sufficient control over the land to initiate the proposed development plan within two years. The Developer is the Owner.

(14) Verification by at least one developer of the property that all information in the application is true and correct to the best of that person's knowledge. Provided in online submission

(15) A fee, as established by Council. (See Section 1222.07 of the Subdivision Regulations.)

The preliminary development plan shall include any other characteristics that the Planning Commission may determine to be necessary.

The application for a preliminary planned unit development plan approval shall be accompanied by a written statement by the developer setting forth the reasons why the planned unit development would be in the public interest and would be consistent with the stated intent of the planned unit development requirements of this chapter. The Zoning Administrator may also require that written approval of the City Engineer, the Board of Public Utilities and/or the Fire Chief must be submitted. Provided in online submission

(d) Public Hearings by Planning Commission for Preliminary Development Plans; Notice.

(1) Upon receipt of an application for preliminary planned unit development plan approval, the Planning Commission shall schedule a public hearing. Said hearing shall be held not more than seventy-five days nor less than one Planning Commission Meeting from the date of filing of the application with the Zoning Administrator.

(2) Upon receipt of an application to amend this Zoning Code by changing, supplementing, correcting and/or repealing any portion thereof, the Planning Commission shall schedule a public hearing. Said hearing shall be held not more than forty days nor less than twenty days from the date of filing of the application with the Zoning Administrator.

(3) Notice of the public hearing provided for in paragraphs (d)(1) and (2) hereof shall be given by at least one publication in one or more newspapers of general circulation in the City area. Said notice shall be published at least ten days before the date of the required hearing. The published notice shall set forth the time and place of the public hearing, a general description of the proposed amendment to this Zoning Code and a statement to Council for a final decision. Also, before the Planning Commission holds a public hearing, written notice of the meeting shall be sent to all owners of property that has any lot line located within 200 feet of the proposed zoning change. Notice shall be sent by the Zoning Administrator by first class mail at least ten days before the public hearing and shall be sent to the owners of such properties as they appear on the County Auditor's current tax list or the Treasurer's mailing list, and to such other persons as may be specified by the Planning Commission. The failure of the United States Postal Service to deliver the notification as provided in this paragraph shall not invalidate any such amendment. The notice shall contain the same information as required of notices published in newspapers.

(e) Public Inspection of Documents. For a period of at least ten days prior to the public hearing by the Planning Commission, all papers (including maps) relating to the planned unit development plan application shall be available for public inspection in the office of the Zoning Administrator during normal business hours.

(f) Preliminary Development Plan Approval. The Planning Commission shall approve, approve with modifications or disapprove the preliminary development plan within sixty days of the public hearing. The Commission's decision shall be based on a review of the preliminary development plan to determine if:

(1) It is consistent with the intent of this Zoning Code;

(2) The proposed development advances the general welfare of the community and neighborhood;

(3) The benefits, combination of land uses and interrelationship of land uses in the surrounding area justify the deviation from the standard district regulations; and

(4) The plan, if pertaining to manufacturing industrial usage, has been reviewed and acted upon by the Citizens Advisory Committee for Industrial Development as provided for in Section 1242.06.

The Commission's approval of a preliminary development plan shall be necessary before the applicant may submit the preliminary development plan to Council for consideration of the change of zoning. Approval of the preliminary development plan shall not be construed to be an approval commitment to, nor is it an endorsement of, any precise location of uses, configuration of parcels and/or engineering feasibility.

(g) Notice to Ohio Director of Transportation. Before any PUD Planned Unit Development District is approved affecting any land within 300 feet of the centerline of an existing state route or of a proposed new route for which changes are proposed (as described in the certification to local officials by the Ohio Director of Transportation) or within a radius of 500 feet from the point of intersection of said centerline with any public road or highway, the Planning Commission shall give notice by registered or certified mail (return receipt requested) to the Director.

The Commission may proceed as required by law. However, Council shall not approve the amendment for 120 days from the date the notice is received by the Director.

If the Director notifies the City that the Director shall proceed to acquire the land needed, the City shall refuse to approve the rezoning. If the Director notifies the City that acquisition at this time is not in the public interest, or upon the expiration of the 120-day period (or any extension of the period agreed upon by the Director and the developer), Council shall proceed as required by law.

(h) Public Hearings by Council; Notice.

(1) Upon receipt of the recommendation from the Planning Commission, Council shall schedule a public hearing to approve or disapprove the preliminary development plan. Said hearing shall be held not more than seventy-five days from the receipt of the recommendation of the Planning Commission.

(2) Notice of the public hearing required in paragraph (h)(1) hereof shall be given by Council in at least one publication in one or more newspapers of general circulation in the City area. Said notice shall be published at least thirty days before the date of the required hearing. The published notice shall set forth the time and place of the public hearing, a general summary of the nature of the planned unit development and a statement that all papers relating to the planned unit development are on file in the office of the Zoning Administrator and are open for public inspection. Also, written notice of the hearing shall be sent by first class mail by the Clerk of Council, at least twenty days before the day of the public hearing. Such written notice shall be sent to all owners of any property that has any lot located within 200 feet of any property line of the proposed planned unit development parcel, at the addresses of such owners appearing on the County Auditor's current tax list or the Treasurer's mailing list, and to such other persons who may be specified by Council. The failure of the United States Postal Service to deliver the notification, as provided in this paragraph, shall not invalidate any such amendment. The notice shall contain the same information as required of notices published in newspapers.

(i) Action by Council. Within thirty days after the public hearing required by subsection (h) hereof, Council shall adopt or deny the recommendation of the Planning Commission or adopt some modification of it. No such ordinance, measure, or regulation which violates, differs from, or departs from the plan or report submitted by the commission, board, or officer shall take effect unless passed or approved by not less than three-fourths of the membership of Council. No ordinance, measure, or regulation which is in accordance with the recommendations, plan, or report submitted by the commission, board, or officer shall be deemed to pass or take effect without the concurrence of at least a majority of the

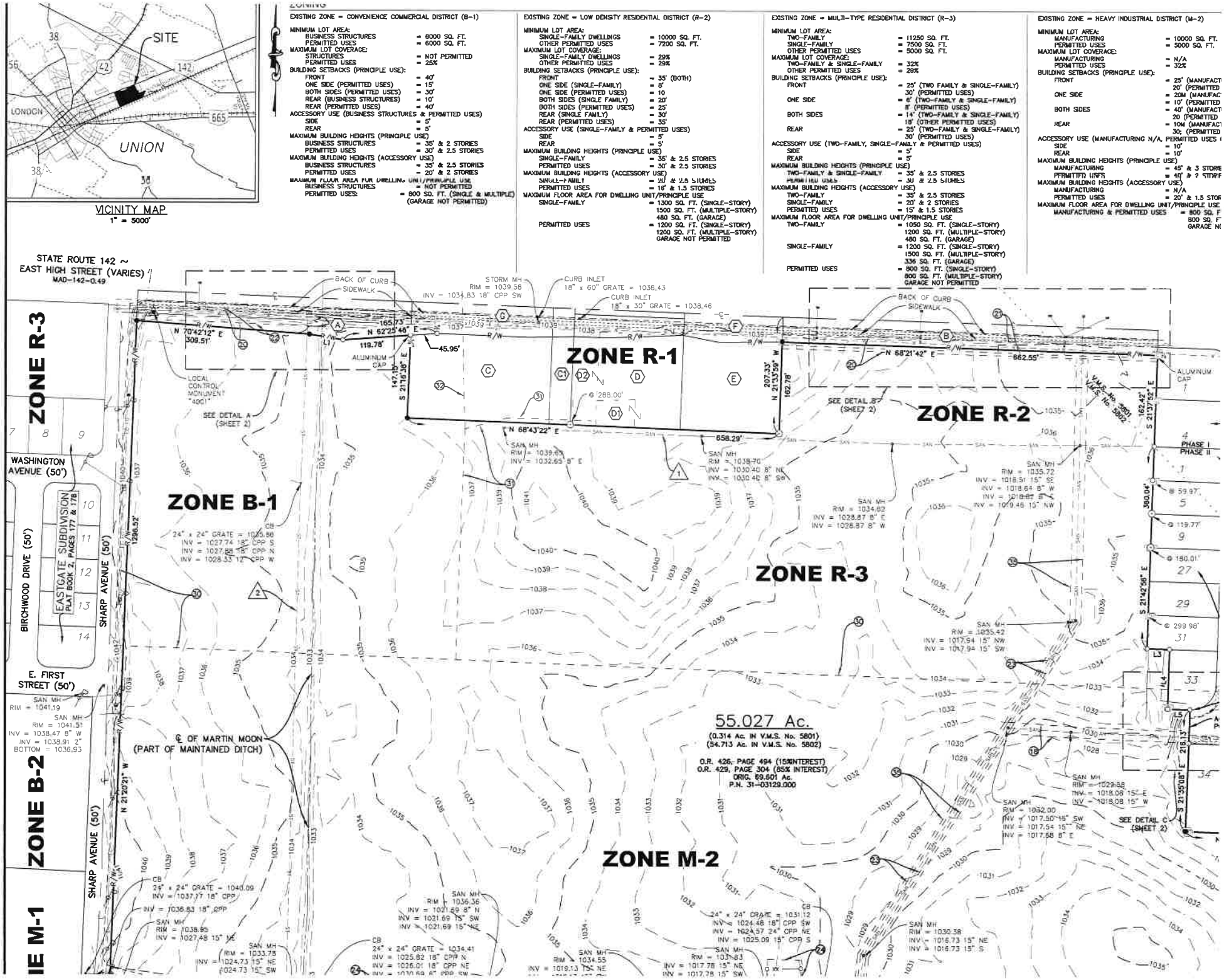
members elected to Council. No such amended zoning ordinance for a planned unit development shall be passed unless it has been fully and distinctly read on three different days.

The approved PUD District shall be considered to be an integral part of the rezoning amendment, and no substantial change or alteration from the plan shall be permitted without repeating the requirements of this chapter.

(j) Supplementary Conditions and Safeguards; Violations. In approving any planned unit development application, both the Planning Commission and Council may prescribe appropriate conditions and safeguards in conformity with this Zoning Code. Any violation of conditions and safeguards that were made a part of the approved PUD District development plan shall constitute a violation of this Zoning Code.

(k) Submission of Final Development Plans. After approval of the PUD District by Council, the developer shall submit a final development plan to the Zoning Administrator. The final development plan shall be in general conformance with the approved preliminary development plan as passed by Council.

For the purpose of this Zoning Code, the submission of the final development plan is a formal request for planning of the property. Ten copies of the final development plan shall be submitted.


ZONING
EXISTING ZONE = CONVENIENCE COMMERCIAL DISTRICT (B-1)
MINIMUM LOT AREA:
BUSINESS STRUCTURES = 6000 SQ. FT.
PERMITTED USES = 6000 SQ. FT.
MAXIMUM LOT COVERAGE:
STRUCTURES = NOT PERMITTED
PERMITTED USES = 25%
BUILDING SETBACKS (PRINCIPLE USE):
FRONT = 40'
ONE SIDE (PERMITTED USES) = 15'
BOTH SIDES (PERMITTED USES) = 30'
REAR (BUSINESS STRUCTURES) = 10'
REAR (PERMITTED USES) = 40'
ACCESSORY USE (BUSINESS STRUCTURES & PERMITTED USES)
SIDE = 5'
REAR = 5'
MAXIMUM BUILDING HEIGHTS (PRINCIPLE USE)
BUSINESS STRUCTURES = 35' & 2 STORIES
PERMITTED USES = 30' & 2.5 STORIES
MAXIMUM BUILDING HEIGHTS (ACCESSORY USE)
BUSINESS STRUCTURES = 35' & 2.5 STORIES
PERMITTED USES = 20' & 2 STORIES
MAXIMUM FLOOR AREA FOR DWELLING UNIT/PRINCIPLE USE
BUSINESS STRUCTURES = NOT PERMITTED
PERMITTED USES: = 800 SQ. FT. (SINGLE & MULTIPLE) (GARAGE NOT PERMITTED)
EXISTING ZONE = LOW DENSITY RESIDENTIAL DISTRICT (R-2)
MINIMUM LOT AREA:
SINGLE-FAMILY DWELLINGS = 10000 SQ. FT.
OTHER PERMITTED USES = 7200 SQ. FT.
MAXIMUM LOT COVERAGE:
SINGLE-FAMILY DWELLINGS = 29%
OTHER PERMITTED USES = 29%
BUILDING SETBACKS (PRINCIPLE USE):
FRONT = 35' (BOTH)
ONE SIDE (SINGLE-FAMILY) = 8'
ONE SIDE (PERMITTED USES) = 10
BOTH SIDES (SINGLE FAMILY) = 20'
BOTH SIDES (PERMITTED USES) = 25'
REAR (SINGLE FAMILY) = 30'
REAR (PERMITTED USES) = 35'
ACCESSORY USE (SINGLE-FAMILY & PERMITTED USES)
SIDE = 5'
REAR = 5'
MAXIMUM BUILDING HEIGHTS (PRINCIPLE USE)
SINGLE-FAMILY = 35' & 2.5 STORIES
PERMITTED USES = 30' & 2.5 STORIES
MAXIMUM BUILDING HEIGHTS (ACCESSORY USE)
SINGLE-FAMILY = 20' & 2.5 STORIES
PERMITTED USES = 16' & 1.5 STORIES
MAXIMUM FLOOR AREA FOR DWELLING UNIT/PRINCIPLE USE
SINGLE-FAMILY = 1300 SQ. FT. (SINGLE-STORY) 1500 SQ. FT. (MULTIPLE-STORY) 480 SQ. FT. (GARAGE)
PERMITTED USES = 1200 SQ. FT. (SINGLE-STORY) 1200 SQ. FT. (MULTIPLE-STORY) GARAGE NOT PERMITTED
EXISTING ZONE = MULTI-TYPE RESIDENTIAL DISTRICT (R-3)
MINIMUM LOT AREA:
TWO-FAMILY = 11250 SQ. FT.
SINGLE-FAMILY = 7500 SQ. FT.
OTHER PERMITTED USES = 5000 SQ. FT.
MAXIMUM LOT COVERAGE:
TWO-FAMILY & SINGLE-FAMILY = 32%
OTHER PERMITTED USES = 28%
BUILDING SETBACKS (PRINCIPLE USE):
FRONT = 25' (TWO FAMILY & SINGLE-FAMILY) 30' (PERMITTED USES)
ONE SIDE = 6' (TWO-FAMILY & SINGLE-FAMILY) 8' (PERMITTED USES)
BOTH SIDES = 14' (TWO-FAMILY & SINGLE-FAMILY) 18' (OTHER PERMITTED USES)
REAR = 25' (TWO-FAMILY & SINGLE-FAMILY) 30' (PERMITTED USES)
ACCESSORY USE (TWO-FAMILY, SINGLE-FAMILY & PERMITTED USES)
SIDE = 5'
REAR = 5'
MAXIMUM BUILDING HEIGHTS (PRINCIPLE USE)
TWO-FAMILY & SINGLE-FAMILY = 35' & 2.5 STORIES
PERMITTED USES = 30' & 2.5 STORIES
MAXIMUM BUILDING HEIGHTS (ACCESSORY USE)
TWO-FAMILY = 35' & 2.5 STORIES
SINGLE-FAMILY = 20' & 2 STORIES
PERMITTED USES = 15' & 1.5 STORIES
MAXIMUM FLOOR AREA FOR DWELLING UNIT/PRINCIPLE USE
TWO-FAMILY = 1050 SQ. FT. (SINGLE-STORY) 1200 SQ. FT. (MULTIPLE-STORY) 480 SQ. FT. (GARAGE)
SINGLE-FAMILY = 1200 SQ. FT. (SINGLE-STORY) 1500 SQ. FT. (MULTIPLE-STORY) 336 SQ. FT. (GARAGE)
PERMITTED USES = 800 SQ. FT. (SINGLE-STORY) 800 SQ. FT. (MULTIPLE-STORY) GARAGE NOT PERMITTED
EXISTING ZONE = HEAVY INDUSTRIAL DISTRICT (M-2)
MINIMUM LOT AREA:
MANUFACTURING = 10000 SQ. FT.
PERMITTED USES = 5000 SQ. FT.
MAXIMUM LOT COVERAGE:
MANUFACTURING = N/A
PERMITTED USES = 32%
BUILDING SETBACKS (PRINCIPLE USE):
FRONT = 25' (MANUFACT 20' (PERMITTED
ONE SIDE = 20M (MANUFAC = 10' (PERMITTED
BOTH SIDES = 40' (MANUFACT 20 (PERMITTED
REAR = 10M (MANUFAC 30; (PERMITTED
ACCESSORY USE (MANUFACTURING N/A, PERMITTED USES
SIDE = 10'
REAR = 10'
MAXIMUM BUILDING HEIGHTS (PRINCIPLE USE)
MANUFACTURING = 45' & 3 STORIE
PERMITTED USES = 40' & 2 STORIE
MAXIMUM BUILDING HEIGHTS (ACCESSORY USE)
MANUFACTURING = N/A
PERMITTED USES = 20' & 1.5 STOR
MAXIMUM FLOOR AREA FOR DWELLING UNIT/PRINCIPLE USE
MANUFACTURING & PERMITTED USES = 800 SQ. F 800 SQ. F GARAGE N
SITE
LONDON
UNION
38
56
42
142
665
38
30
VICINITY MAP
1" = 5000'
STATE ROUTE 142 ~ EAST HIGH STREET (VARIES)
MAD-142-0.49
ZONE R-3
ZONE B-1
ZONE B-2
ZONE M-1
ZONE R-1
ZONE R-2
ZONE R-3
ZONE M-2
WASHINGTON AVENUE (50')
BIRCHWOOD DRIVE (50')
SHARP AVENUE (50')
E. FIRST STREET (50')
EASTGATE SUBDIVISION PLAT BOOK 2, PAGES 177 & 178
BACK OF CURB
SIDEWALK
STORM MH RIM = 1039.56 INV = 1034.83 18" CPP SW
CURB INLET 18" x 60" GRATE = 1036.43
CURB INLET 18" x 30" GRATE = 1038.46
N 70°42'12" E 309.51'
N 62°25'46" E 165.73'
119.78'
45.95'
ALUMINUM CAP
LOCAL CONTROL MONUMENT "4061"
SEE DETAIL A (SHEET 2)
S 21°76'38" E 147.39'
N 68°43'22" E 558.29'
207.33' N 21°33'59" W 162.78'
@ 288.00'
N 68°21'42" E 862.55'
SEE DETAIL B (SHEET 2)
V.M.S. No. 5801
V.M.S. No. 5802
S 21°37'52" E 162.42'
@ 59.97'
@ 119.77'
@ 180.01'
@ 299.98'
380.04'
S 21°42'58" E
S 21°35'08" E 218.13'
SEE DETAIL C (SHEET 2)
PHASE I
PHASE II
SAN MH RIM = 1039.69 INV = 1032.65 8" E
SAN MH RIM = 1038.70 INV = 1030.40 8" NE INV = 1030.40 8" SW
SAN MH RIM = 1035.72 INV = 1018.51 15" SE INV = 1018.64 8" W INV = 1018.82 8" INV = 1019.46 15" NW
SAN MH RIM = 1034.82 INV = 1028.87 8" E INV = 1028.87 8" W
SAN MH RIM = 1035.42 INV = 1017.94 15" NW INV = 1017.94 15" SW
SAN MH RIM = 1029.58 INV = 1018.08 15" E INV = 1018.08 15" W
SAN MH RIM = 1032.00 INV = 1017.50 15" SW INV = 1017.54 15" NE INV = 1017.68 8" E
SAN MH RIM = 1030.38 INV = 1016.73 15" NE INV = 1016.73 15" S
SAN MH RIM = 1041.19
SAN MH RIM = 1041.51 INV = 1038.47 8" W INV = 1038.91 2" BOTTOM = 1036.93
SAN MH RIM = 1038.95 INV = 1027.48 15" NE
SAN MH RIM = 1033.78 INV = 1024.73 15" NE 1024.73 15" SW
SAN MH RIM = 1036.36 INV = 1021.69 8" N INV = 1021.69 15" SW INV = 1021.69 15" NE
SAN MH RIM = 1034.55 INV = 1019.13 15" NE
SAN MH RIM = 1037.83 INV = 1017.78 15" NE INV = 1017.78 15" SW
CB 24" x 24" GRATE = 1035.80 INV = 1027.74 18" CPP S INV = 1027.88 18" CPP N INV = 1028.33 12" CPP W
CB 24" x 24" GRATE = 1040.09 INV = 1037.77 18" CPP INV = 1036.83 18" CPP
CB 24" x 24" GRATE = 1034.41 INV = 1025.82 18" CPP N INV = 1026.01 18" CPP NE
CB 24" x 24" GRATE = 1031.12 INV = 1024.48 18" CPP SW INV = 1024.57 24" CPP NE INV = 1025.09 15" CPP S
℄ OF MARTIN MOON (PART OF MAINTAINED DITCH)
55.027 Ac.
(0.314 Ac. IN V.M.S. No. 5801)
(54.713 Ac. IN V.M.S. No. 5802)
O.R. 426, PAGE 494 (15% INTEREST)
O.R. 429, PAGE 304 (85% INTEREST)
ORIG. 89.601 Ac.
P.N. 31-03129.000
N 21°20'21" W 1296.52'

UTILITY OWNERS

GAS

COLUMBIA GAS OF OHIO
290 W. NATIONWIDE BOULEVARD
COLUMBUS, OHIO 43215
(800) 344-4077

ELECTRIC

DAYTON POWER AND LIGHT
1201 W. 5TH STREET
MARYSVILLE, OHIO 43040
(800) 433-8500

OHIO EDISON
420 YORK STREET
SPRINGFIELD, OHIO 45505
(800) 633-4766

COUNTY ENGINEER

MADISON COUNTY ENGINEER
825 U.S. ROUTE 42
LONDON, OHIO 43140
(740) 852-9404

TELEPHONE/CABLE/INTERNET

AT&T
150 W. COURT STREET
WASHINGTON COURT HOUSE, OHIO 43160
(740) 333-8800

WINDSTREAM ENTERPRISES
225 W. 34TH STREET
NEW YORK, NEW YORK 10122
(800) 600-5050

FIBERLIGHT
7500 DALLAS PARKWAY, SUITE 450
PLANO, TEXAS 75024
(844) 509-0775

MIDDLE MILE INFRASTRUCTURE LLC
(INSTITUTE FOR TELECOMMUNICATION SCIENCES)
325 BROADWAY
MAIL STOP 1
BOULDER, COLORADO 80305-3337
WWW.NTIA.GOV

LUMEN
222 W. ADAMS STREET
CHICAGO, ILLINOIS 60606
(800) 871-9244

MCI TELECOMMUNICATIONS/VERIZON
3463 E. NATIONAL ROAD
SPRINGFIELD, OHIO 45505
(937) 717-1043

OMNI FIBER
4680 PARKWAY DRIVE, SUITE 450
MASON, OHIO 45040
(844) 844-6664

COGENT COMMUNICATIONS
1621 EUCLID AVE
CLEVELAND, OHIO 44115
(216) 583-0799

CHARTER COMMUNICATIONS/SPECTRUM
4450 EASTGATE S. DRIVE
CINCINNATI, OHIO 45245
(888) 406-7063

WATER AND SEWER

MID-OHIO WATER AND SEWER DISTRICT
501 S. MAIN STREET
LONDON, OHIO 43140
(740) 852-1867

TRAFFIC

CITY OF LONDON STREET DEPARTMENT
1460 STATE ROUTE 42
LONDON, OHIO 43140
(740) 852-1404

LEGAL DESCRIPTION FROM TITLE COMMITMENT (LAND REFERRED TO PER TITLE COMMITMENT)

SITUATED IN THE STATE OF OHIO, COUNTY OF MADISON AND IN THE CITY OF LONDON, AND BEING _____ ACRE, PER NEW SURVEY, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

LEGAL DESCRIPTION FROM FIELD SURVEY

SITUATED IN THE CITY OF LONDON, COUNTY OF MADISON, STATE OF OHIO, BEING A PART OF V.M.S. NOS. 5801 AND 5802, AND BEING ALL THAT REMAINS (55.027 ACRES) OF THE ORIGINAL 69.601 ACRES TRACT (PARCEL NO. 31-03129.000) AS CONVEYED HEATH FAMILY LIMITED PARTNERSHIP AND RECORDED IN OFFICIAL RECORD 426, PAGE 494 (15% INTEREST) AND OFFICIAL RECORD 429, PAGE 304 (85% INTEREST) OF THE MADISON COUNTY RECORDER'S OFFICE, AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT 5/8" IRON PIN (FOUND) MARKING A SOUTHERLY CORNER OF LOT NO. 33 AND A WESTERLY TERMINUS OF ANDREW COURT WEST OF BUCKINGHAM PLACE SUBDIVISION NO.1, PHASE 3 LONDON, OHIO (P.B. 2, SLIDE 580);

THENCE WITH WESTERLY LINE OF THE TERMINUS OF ANDREW COURT WEST S 21°35'08" E PASSING A 5/8" IRON PIN (FOUND) AT 59.81 FEET MARKING THE NORTHWESTERLY CORNER TO AND CONTINUING WITH THE WESTERLY LINE OF LOT NO. 34 OF BUCKINGHAM PLACE SUBDIVISION NO.1, PHASE 3 LONDON, OHIO, A TOTAL DISTANCE OF 216.13 FEET TO A 5/8" IRON PIN (SET) MARKING THE SOUTHWESTERLY CORNER OF LOT NO. 34;

THENCE WITH THE SOUTHERLY LINE OF BUCKINGHAM PLACE SUBDIVISION NO.1, PHASE 3 LONDON, OHIO N 68°19'28" E, A DISTANCE OF 301.54 FEET TO A 5/8" IRON PIN (FOUND) MARKING THE SOUTHWESTERLY CORNER OF LOT NO. 24 OF BUCKINGHAM PLACE SUBDIVISION NO.1, PHASE II LONDON, OHIO (P.B. 2, SLIDE 251);

THENCE WITH THE SOUTHERLY LINE OF BUCKINGHAM PLACE SUBDIVISION NO.1, PHASE II LONDON, OHIO N 68°21'08" E, A DISTANCE OF 309.34 FEET TO A 1" IRON PIPE (FOUND) MARKING A WESTERLY CORNER OF A 22.055 ACRES TRACT AS CONVEYED TO NISSAN CHEMITEC AMERICA, INC. (O.R. 305, PAGE 395);

THENCE WITH A SOUTHWESTERLY LINE OF THE AFORESAID 22.055 ACRES TRACT S 25°02'54" W, A DISTANCE OF 559.95 FEET TO A 1" PIPE (FOUND) IN THE NORTHERLY LINE OF A 5.758 ACRES TRACT AS CONVEYED TO PENNSYLVANIA LINES LLC (O.R. 107, PAGE 1784);

THENCE WITH THE NORTHERLY LINE OF THE AFORESAID 5.758 ACRES TRACT S 86°25'27" W, A DISTANCE OF 2100.18 FEET TO A 1" PIPE (FOUND) MARKING THE SOUTHEASTERLY TERMINUS OF SHARP AVENUE;

THENCE WITH THE EASTERLY LINE OF SHARP AVENUE N 21°20'21" W, A DISTANCE OF 1296.52 FEET TO A 5/8" IRON PIN (SET) IN THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROUTE 142-EAST HIGH STREET (MAD-142-0.49) AND MARKING THE SOUTHWESTERLY CORNER OF A 0.699 ACRES "PARCEL NO. 49WV" AS CONVEYED TO THE CITY OF LONDON (O.R. 105, PAGE 77);

THENCE WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROUTE 142-EAST HIGH STREET AND SOUTHERLY LINES OF THE AFORESAID 0.699 ACRES "PARCEL NO. 49WV" FOR THE NEXT 3 CALLS:

1)N 70°42'12" E, A DISTANCE OF 309.51 FEET TO A 5/8" IRON PIN (SET);
2)N 76°15'41" E, A DISTANCE OF 60.53 FEET TO A 5/8" IRON PIN (FOUND);
3)N 82°25'46" E, A DISTANCE OF 119.78 FEET TO A 3/4" IRON PIN (FOUND) MARKING THE SOUTHWESTERLY CORNER OF A 0.362 ACRE "PARCEL 55WV" AS CONVEYED TO THE CITY OF LONDON (O.R. 94, PAGE 537) AND THE NORTHWESTERLY CORNER OF WHAT REMAINS OF AN ORIGINAL 1 ACRE "PARCEL II, TRACT ONE" AS CONVEYED TO DAVID L. FENDER (O.R. 265, PAGE 858);

THENCE WITH THE WESTERLY LINE OF WHAT REMAINS OF THE AFORESAID ORIGINAL 1 ACRE "PARCEL II, TRACT ONE" S 21°16'38" E, A DISTANCE OF 147.15 FEET TO A 5/8" IRON PIN (SET);

THENCE WITH THE SOUTHERLY LINE OF WHAT REMAINS OF THE AFORESAID ORIGINAL 1 ACRE "PARCEL II, TRACT ONE" N 68°43'22" E PASSING THE SOUTHWESTERLY CORNER TO AND CONTINUING WITH THE SOUTHERLY LINE OF WHAT REMAINS OF AN ORIGINAL 38-50/100 ACRES

EASEMENTS AND OTHER ITEMS LISTED IN TITLE COMMITMENT

ISSUED BY OLD REPUBLIC TITLE INS CO
FILE No. 23283, DATED MAY 22, 2025, AT 8:00 A.M., EXCEPTIONS

(17)	SANITARY SEWER EASEMENT	D.B. 287, PAGE 832 AUGUST 9, 1991	DOES NOT AFFECT SUBJECT PROPERTY
(18)	CITY OF LONDON 20' WIDE SANITARY SEWER EASEMENT	D.B. 228, PAGE 58 DECEMBER 30, 1975	AFFECTS THE SUBJECT PROPERTY SHOWN ON PLAT
(19)	THE OHIO FUEL GAS COMPANY RIGHT-OF-WAY FOR PIPELINE	D.B. 149, PAGE 245 AUGUST 3, 1961	CAN NOT BE PLOTTED
(20)	THE OHIO FUEL GAS COMPANY MODIFIED AND AMENDED BY COLUMBIA GAS OF OHIO 25' WIDE RIGHT-OF-WAY FOR PIPELINE	D.B. 149, PAGE 170 SEPTEMBER 14, 1953 AS MODIFIED AND AMENDED IN D.B. 280, PAGE 844 AUGUST 1, 1983	AFFECTS THE SUBJECT PROPERTY SHOWN ON PLAT
(21)	CITY OF LONDON 20' WIDE WATER LINE EASEMENT	D.B. 251, PAGE 374 NOVEMBER 6, 1979	AFFECTS THE SUBJECT PROPERTY SHOWN ON PLAT
(22)	CITY OF LONDON 20' WIDE WATER LINE EASEMENT	D.B. 251, PAGE 376 NOVEMBER 6, 1979	AFFECTS THE SUBJECT PROPERTY SHOWN ON PLAT
(23)	CITY OF LONDON ASSIGNS, TRANSFERS AND CONVEYS TO MID-OHIO WATER AND SEWER DISTRICT 10' WIDE SANITARY SEWER EASEMENT	D.B. 295, PAGE 795 SEPTEMBER 3, 1993 ASSIGNS, TRANSFERS AND CONVEYS IN O.R. 426, PAGE 2503 JUNE 18, 2024	AFFECTS THE SUBJECT PROPERTY SHOWN ON PLAT
(24)	CITY OF LONDON ASSIGNMENT OF EASEMENT TO MID-OHIO WATER AND SEWER DISTRICT EASEMENT FOR SANITARY PUMP STATION	O.R. 270, PAGE 542 SEPTEMBER 27, 2011 ASSIGNMENT OF EASEMENT IN O.R. 426, PAGE 2553 AND O.R. 426, PAGE 2449 JUNE 18, 2024	AFFECTS THE SUBJECT PROPERTY SHOWN ON PLAT
(25)	SPRINT COMMUNICATIONS COMPANY L.P., et al 20' WIDE EASEMENT	O.R. 292, PAGE 1231 JUNE 13, 2013	AFFECTS THE SUBJECT PROPERTY SHOWN ON PLAT
(26)	FOUR IN ONE PARTNERSHIP 15' WIDE UTILITY INSTALLATION EASEMENT	O.R. 259, PAGE 382 MARCH 14, 1983	DOES NOT AFFECT THE SUBJECT PROPERTY
(27)	FOUR IN ONE PARTNERSHIP 25' WIDE BUILDING SETBACK	O.R. 259, PAGE 382 MARCH 14, 1983	DOES NOT AFFECT THE SUBJECT PROPERTY
(28)	FOUR IN ONE PARTNERSHIP 0.7452 Ac. RIGHT OF WAY	O.R. 260, PAGE 602 JULY 25, 1983	DOES NOT AFFECT THE SUBJECT PROPERTY
(29)	FOUR IN ONE PARTNERSHIP COVENANTS	O.R. 260, PAGE 602 JULY 25, 1983	DOES NOT AFFECT THE SUBJECT PROPERTY
(30)	OHIO EDISON COMPANY RIGHT OF WAY EASEMENT FOR INSTALLATION AND MAINTENANCE OF ELECTRIC LINES	D.B. 120, PAGE 295 MAY 25, 1937	AFFECTS THE SUBJECT PROPERTY SHOWN ON PLAT (NO WIDTH STATED)
(31)	OHIO EDISON COMPANY EASEMENT AND RIGHT-OF-WAY FOR DISTRIBUTION OF ELECTRIC CURRENT	D.B. 146, PAGE 447 JUNE 26, 1951	AFFECTS THE SUBJECT PROPERTY SHOWN ON PLAT (NO WIDTH STATED) 10' BUILDING SETBACK
(32)	OHIO EDISON COMPANY EASEMENT AND RIGHT-OF-WAY FOR DISTRIBUTION OF ELECTRIC CURRENT	D.B. 154, PAGE 640 FEBRUARY 18, 1958	AFFECTS THE SUBJECT PROPERTY SHOWN ON PLAT (NO WIDTH STATED)
(33)	THE OHIO BELL TELEPHONE COMPANY EASEMENT FOR UNDERGROUND AND ABOVE GROUND FOR COMMUNICATIONS SYSTEMS	D.B. 264, PAGE 692 NOVEMBER 26, 1984	DOES NOT AFFECT THE SUBJECT PROPERTY
(34)	CITY OF LONDON SANITARY SEWER EASEMENT	D.B. 238, PAGE 241 AUGUST 31, 1977	DOES NOT AFFECT THE SUBJECT PROPERTY
(35)	CITY OF LONDON 20' WIDE SANITARY SEWER EASEMENT	D.B. 222, PAGE 458 JANUARY 3, 1975	AFFECTS THE SUBJECT PROPERTY SHOWN ON PLAT
(36)	EASEMENTS, RIGHTS OF WAY, SETBACKS AND OTHER ITEMS SHOWN AND DEPICTED ON THE PLAT OF BUCKINGHAM PLACE SUBDIVISION No. 1	P.B. 2, PAGE 251 AKA PLAT SLIDE No. 581 AUGUST 13, 1984	DOES NOT AFFECT THE SUBJECT PROPERTY
			DOES NOT AFFECT THE


CHANNING DR.
EXISTING
HEADWALL
EXISTING
SIDEWALK
R/W
N 70°42'12" E
309.51'
N76°15'41"E
60.53'
ZONE R-3

DEVELOPER/ OWNER

GROSS POINTE LAND HOLDINGS
AND
LOCAS INVESTMENTS, LLC
1150 U.S. 42 SOUTHEAST
LONDON, OHIO 43140

ENGINEER/PLANNER

EMH&T
5500 NEW ALBANY ROAD
COLUMBUS, OHIO 43054

LEGAL DESCRIPTION

MADISON COUNTY
PARCEL 31-03129.000

PRESENT USE

PRIMARILY AGRICULTURAL

PROPOSED USE

RESIDENTIAL

FIRE DISTRICT

LONDON FIRE DISTRICT

WATER PROVIDER

MID OHIO WATER AND SEWER DISTRICT

SEWER PROVIDER

MID OHIO WATER AND SEWER DISTRICT

STORM WATER RETENTION

ALL STORM WATER TO BE RETAINED
IN SURFACE RETENTION BASINS

ROADWAY JURISDICTION

CITY OF LONDON

BASIS OF BEARING

OHIO STATE PLANE COORDINATE SYSTEM,
SOUTH ZONE, NAD 83, 2011 ADJUSTMENT

MADISON COUNTY
MONUMENT NO. 02-016: N 87° 24'.08"W - 1967.45'

TRUE POINT OF BEGINNING: N 690,682.394', E 1,708,927.983'

NOTES:

NOTE "A": ALL OF THE PRC
SHOWN ON TH
FLOOD INSURA
39097C0150D I

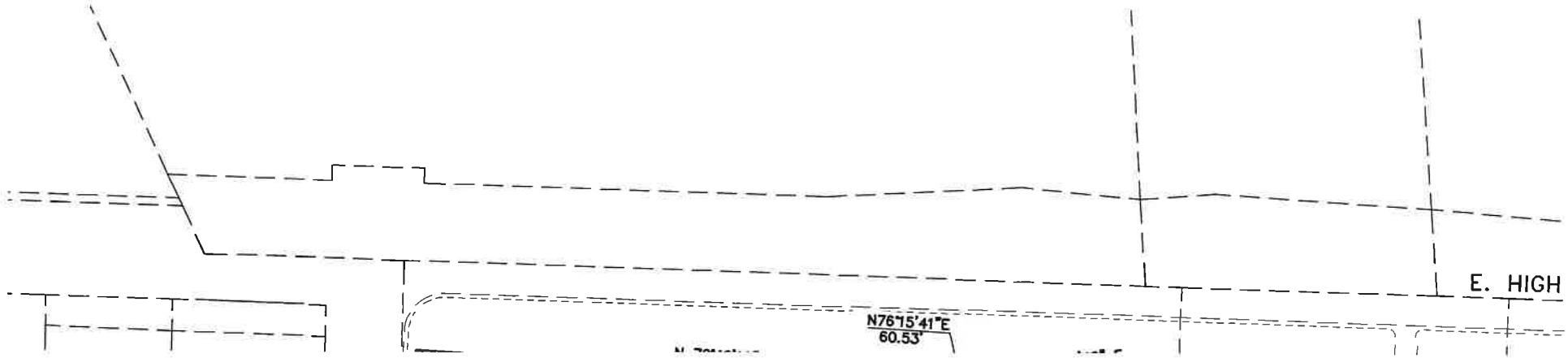
NOTE "B": SIDEWALKS SHA

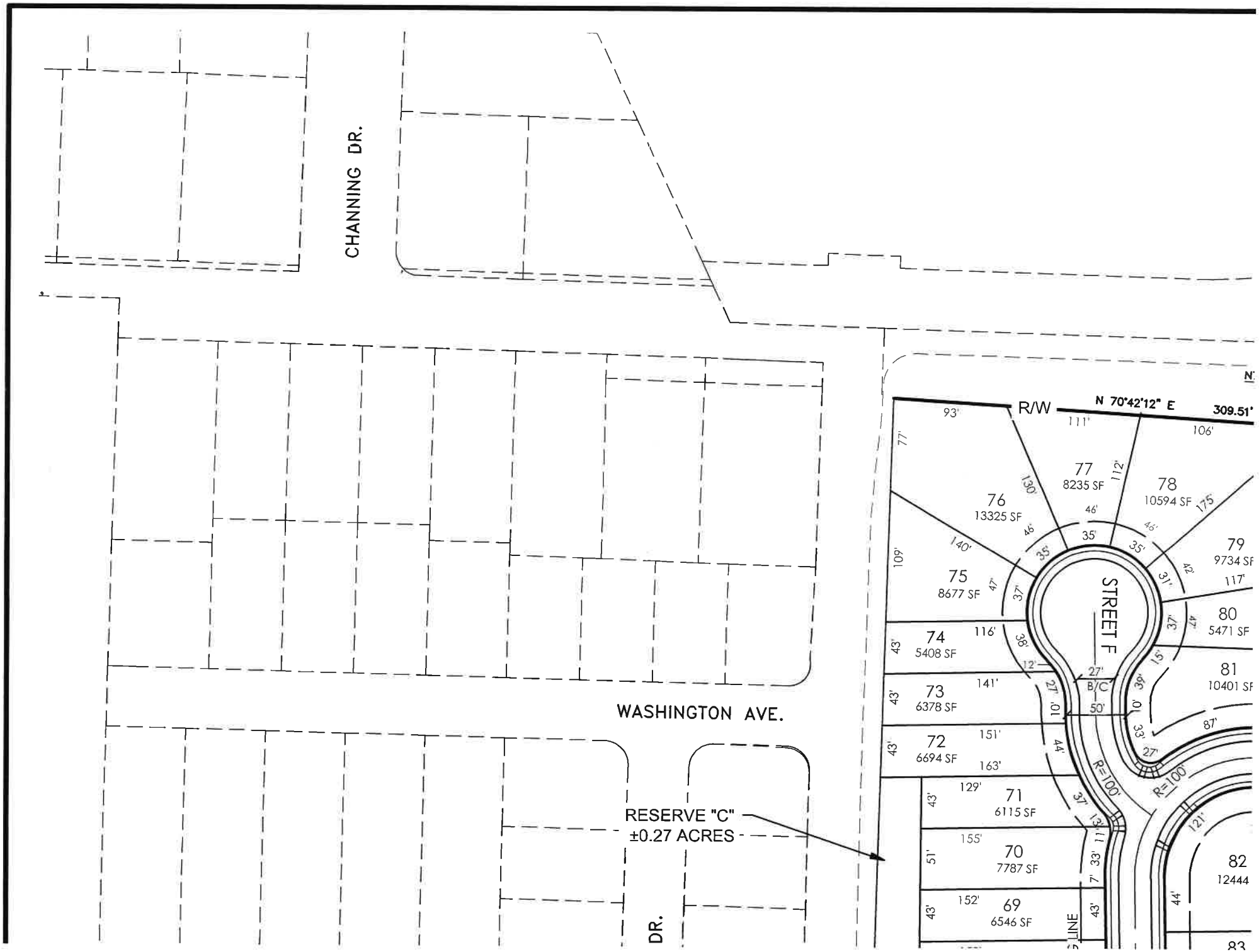
NOTE "C": RESERVE "A" TH
FACILITIES SHAL
ASSOCIATIONS
THE HOMEOWI

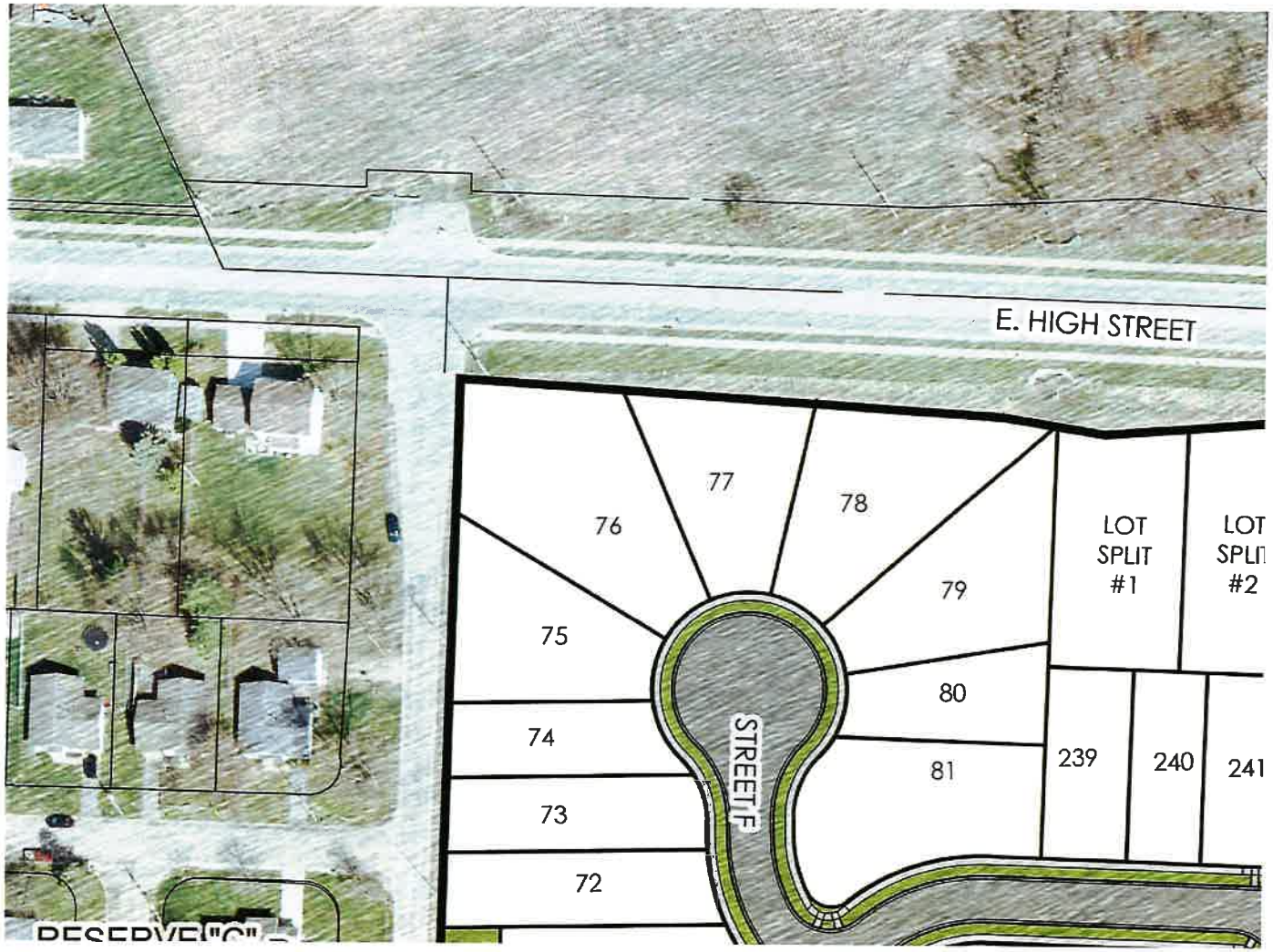
NOTE "D": ALL BUILDING S
STANDARDS IN
THE APPLICABL

NOTE "E": BASED UPON A
ANTICIPATED TI
FIRST HALF OF 2
CONSTRUCTIO
BASED UPON M

NOTE "F": ALL STREETS SH
LONDON.




CHANNING DR.
WASHINGTON AVE.
DR.
RESERVE "C"
±0.27 ACRES
R/W
N 70°42'12" E
309.51'
STREET F
R=100'
R=100'
76
13325 SF
77
8235 SF
78
10594 SF
79
9734 SF
80
5471 SF
81
10401 SF
82
12444
75
8677 SF
74
5408 SF
73
6378 SF
72
6694 SF
71
6115 SF
70
7787 SF
69
6546 SF
B/C
93'
111'
106'
77'
130'
112'
175'
140'
109'
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35'
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116'
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155'
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43'
51'
15'
39'
87'
121'
31'
117'


E. HIGH STREET
76
77
78
79
75
80
74
81
73
72
STREET F
LOT SPLIT #1
LOT SPLIT #2
239
240
241

RESOLUTION 181-25
Sponsored by: Shannon Treynor

A RESOLUTION ADOPTING THE RECOMMENDATIONS OF THE PLANNING COMMISSION

WHEREAS, the Planning Commission has met and approved the attached plans; and

WHEREAS, Council must set this for a public hearing before approval.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LONDON, STATE OF OHIO

SECTION I:

That following a public hearing on the application and in accordance with the Planning Commission's recommendation, this Council hereby approves the application.

SECTION II:

That this ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED:

ATTEST:

_____
Matt Edgington
Clerk of Council

_____
Joshua Peters
President of Council

Submitted to Mayor:_____

APPROVED:

Date of Approval:_____

_____
Patrick Closser, Mayor

_____
Rickelle Davis, Law Director
Approved as to Form

I, Matt Edgington, Clerk of Council for the City of London, Ohio, do hereby certify that the foregoing Ordinance/Resolution No.181-25 was posted on the City of London's website, www.londonohio.gov on the _____day of_____, 2025 and on the_____day of_____, 2025

_____
Clerk

#_____

Vote	Abstain	Suspend	Adopt
Andrew Hitt			
Rich Hays			
John Stahl			
Greg Eades			
Shannon Treynor			
Brent McDaniels			
Lisa Jackman			

City of London
Building and Zoning Department
20 South Walnut Street
London, Ohio 43140
#740-852-7045

PLANNING COMMISSION

Council Recommendation Form

- **Commission Approval / Disapproval Date:** August 14, 2025
- **Project / Development:** Cypress Church
- **Representative:** Dustin Todd
- **Case Number:** PC-25-17
- **Address:** Parcel #31-01578.000
- **Summary of Action / Recommendation:**
  For Preliminary Development Plan Approval.

  Board vote: 4 in favor - 0 against
- **Chairperson Signature / Date:** _____

EXHIBIT
A
181-25

Department of Development

August 19, 2025

PC-25-17

Planning and Zoning Commission Application

Status: Active

Submitted On: 7/24/2025

Primary Location

0 KENY BL Unit 0
LONDON, OH 43140

Owner

PETERS LARRY & KAREN
PO BOX 587 LONDON, OH 43140

Applicant

Dustin Todd
614-469-7500
@ dtodd@archall.com
49 East Third Ave
Columbus, OH 43201

Application Information

Jurisdiction

City of London

Occupancy

Commercial/Industrial

Application Type*

Modification of PCD/PMU/PRD Zoning/Final Development Plan

Applicant/Business is known as*

Cypress Church

Parcel Size (Acres)*

3.64

Number of Lots Proposed

1

Parcel Number*

31-01578.000

Describe Requested Review - PLEASE GIVE BRIEF DESCRIPTION*

A new church located on the existing property included parking and required storm detention.

Statements

Existing Land Use/Development

Vacant / Planned Unit Development

Proposed Land Use/Development:

Church

STATEMENT: State briefly how the proposed development relates to the existing and potential land use character of the vicinity. (Attach letter of intent if additional space is needed.)

The proposed development will have a similar site layout and use to adjacent properties on Keny Blvd.

STATEMENT: State briefly how the proposed development relates to the Comprehensive Plan.

The development helps to support local business and fits within the Residential neighborhood and civic / institutional typologies of the surrounding context. It is also a location identified as a site improvement / cooridor infill opportunity.

STATEMENT: State briefly how the proposed development addresses pedestrian mobility and access within the site and to/from the site.

The proposed development will have 2 access points from Keny Blvd to help with traffic flow on the site and minimize it's impact within the public ROW.

Applicant's Affidavit

I, the applicant or the authorized representative, have read and understand the contents of this application. The information contained in this application, attached exhibits and other information submitted is complete and in all respects true and correct, to the best of my knowledge and belief.

Dustin Todd
Jul 24, 2025

Cypress Church
London Concept

JULY 24 , 2025

CYPRESS CHURCH

Dublin Building Systems
Design • Build • Service

archall

Renderings



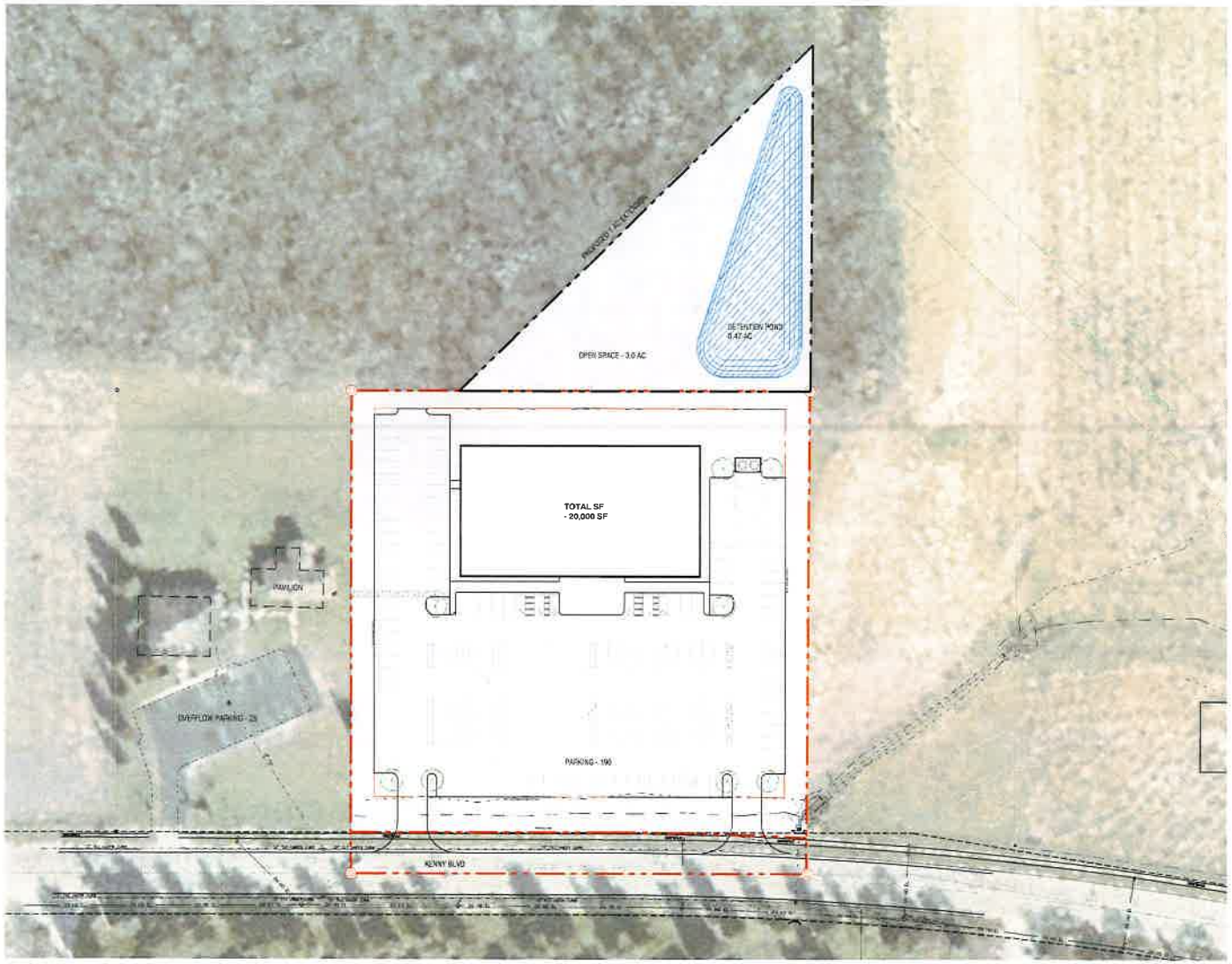
©2025 ARCHALL ARCHITECTS


CYPRESSCHURCH



© 2025 ARCHALL ARCHITECTS

Site Plan



1262 PLANNED UNIT DEVELOPMENT
1262.06 - 20% OPEN SPACE SHALL BE RESERVED FOR COMMON OPEN SPACE AND/OR OUTDOOR RECREATIONAL AREAS FOR THE RESIDENTS AND/OR USERS OF THE AREA BEING DEVELOPED.

APPROVAL PROCESS:
PRE APPLICATION MEETING //
PLANNING COMMISSION //
ODOT NOTICE BY PLANNING COMMISSION //
CITY COUNCIL //

1254.06 SPECIFIC CRITERIA FOR CONDITIONAL USES - SETBACKS:
(1) BUILDING TO BE SETBACK FROM RESIDENTIAL PROPERTY LINE MIN 50FT - N/A
(2) PARKING NOT PERMITTED TO BE WITHIN 20FT OF ADJACENT PROPERTY LINE

1266 OFF STREET PARKING:
PARKING SPACES TO BE 10FT x 20FT WITH 24FT DRIVE AISLE
CONFIRM IF INTERIOR LANDSCAPING IS REQUIRED - APPEARS TO BE ONLY FOR BUSINESS AND MANUFACTURING USES.

REQUIRED PARKING IS 1 FOR EVERY 4 SEATS IN MAIN AUDITORIUM

151-200 PARKS = 6 ADDITIONAL ADA PARKS
201-275 PARKS = 7 ADDITIONAL ADA PARKS

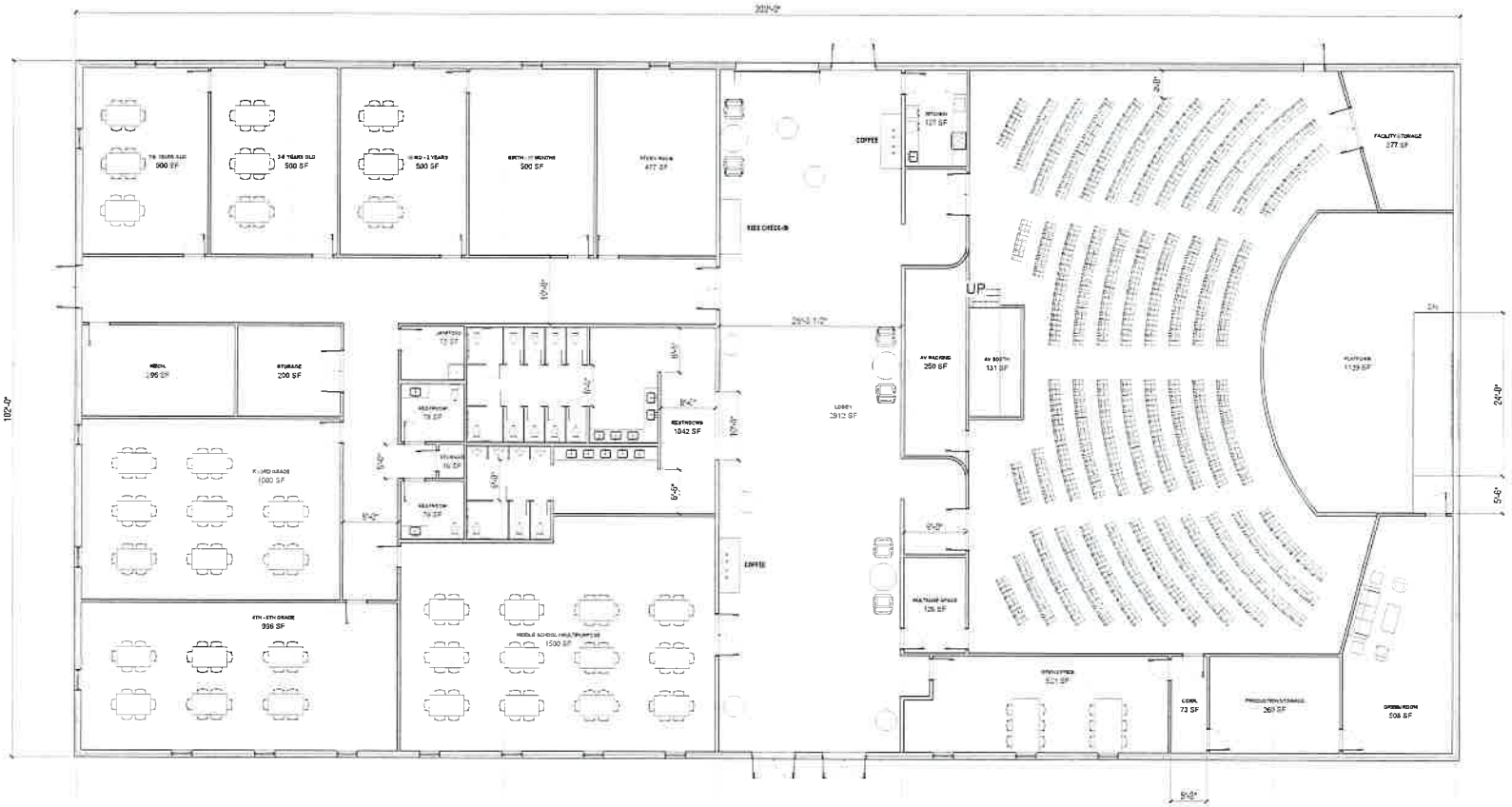
SITE INFO // PROPOSED

ACRES	// 04.64 AC
BLDG SF	// 20,000 SF
PARKING	// 190 SPACES
OPEN SPACE	// 00.93 AC REQUIRED
DETENTION POND AREA	// .47 AC (>10% OF 04.64 AC)

1 Proposed Site Plan
SCALE 1" = 40'-0"
50 25 0

©2025 ARCHALL ARCHITECTS

Floor Plan



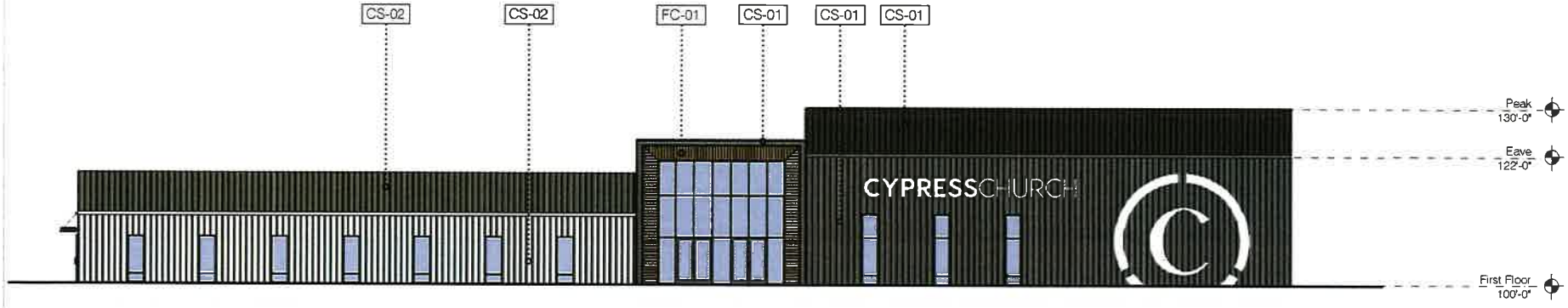
1 01 LEVEL - OVERALL FLOOR PLAN
FLOOR PLAN
SCALE: 1/8" = 1'-0"

KIDS ZONE: APPROX. 7,900 SF
LOBBY: APPROX. 2,800 SF
RESTROOMS / JANITOR: APPROX. 1,400 SF
SANCTUARY: APPROX. 5,900 SF
BOH SPACES: APPROX. 2,000 SF

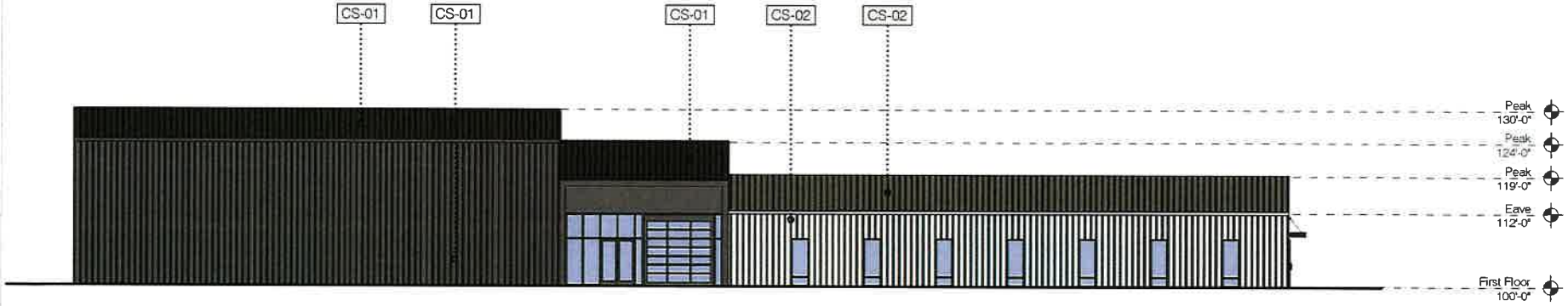
OVERALL: 20,000 SF

© 2025 ARCHALL ARCHITECTS

Elevations

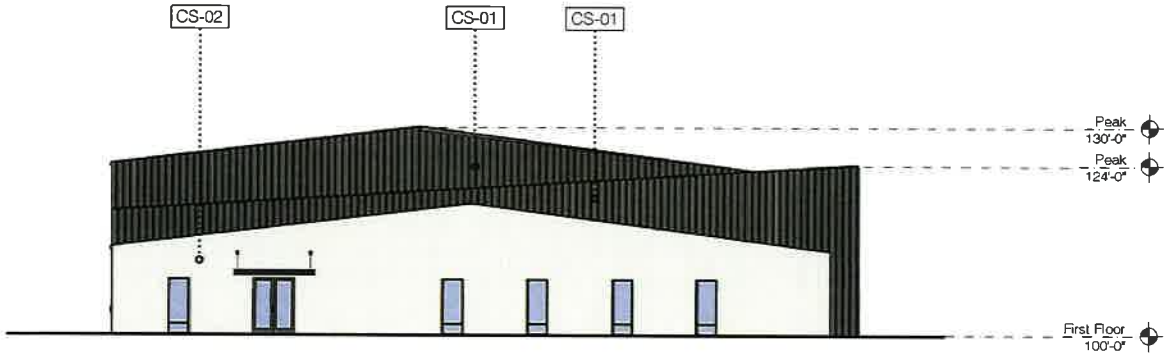


North Elevation // Scale: 1/16" = 1'-0"

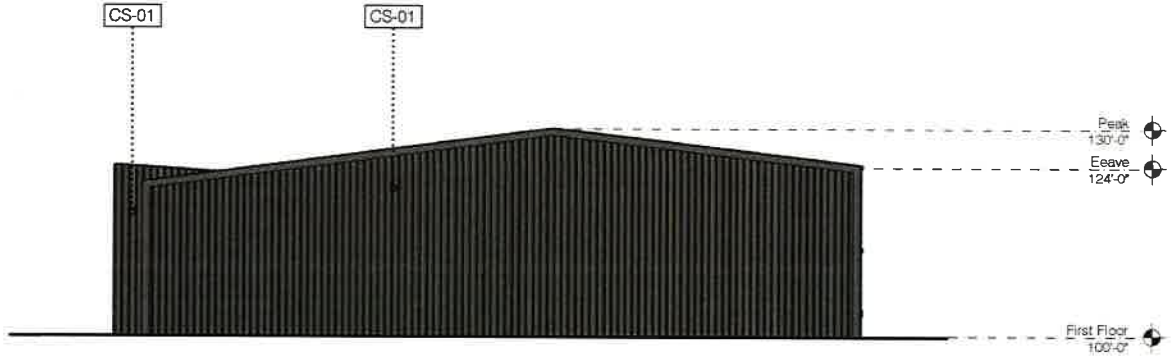


North Elevation // Scale: 1/16" = 1'-0"

© 2025 ARCHALL ARCHITECTS



North Elevation // Scale: 1/16" = 1'-0"



North Elevation // Scale: 1/16" = 1'-0"

©2025 ARCHALL ARCHITECTS



CS-01
material: Metal Panel
manufacturer: Chief Buildings
style: CS-FEVE
color: Carbon (CB)

CS-02
material: Metal Panel
manufacturer: Chief Buildings
style: CS-PVDF
color: Polar White (PW)



FC-01
material: Fiber Cement Panel
manufacturer: Nichiha
style: Vintage Wood
color: Poplar

© 2025 ARCHALL ARCHITECTS

Thank You!

RESOLUTION 182-25
Sponsored by: John Stahl

A RESOLUTION TRANSFERRING APPROPRIATIONS

WHEREAS, the City needs to pay the County for contract services for dispatching; and

WHEREAS, the first payment will be due in October for these services; and

WHEREAS, the available funds must be appropriated prior to expenditure.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LONDON, STATE OF OHIO

SECTION I:

City Council hereby authorizes the City Auditor to make the following appropriation transfer:

From:	101.100.51003-Salaries	$62,000.00
To:	101.100.52505-Misc Police	$62,000.00

SECTION II:

That this Resolution is hereby declared an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City to take effect and be in full force immediately upon its passage.

PASSED:

ATTEST:

_____
Matt Edgington
Clerk of Council

_____
Joshua Peters
President of Council

Submitted to Mayor:_____

APPROVED:

Date of Approval:_____

_____
Patrick Closser, Mayor

_____
Rickelle Davis, Law Director
Approved as to Form

I, Matt Edgington, Clerk of Council for the City of London, Ohio, do hereby certify that the foregoing Ordinance/Resolution No.182-25 was posted on the City of London's website, www.londonohio.gov or at the Madison Messenger a newspaper of general circulation on the _____day of_____, 2025 and on the_____day of_____, 2025

_____
Clerk

#_____

Vote	Abstain	Suspend	Adopt
Andrew Hitt			
Rich Hays			
John Stahl			
Greg Eades			
Shannon Treynor			
Brent McDaniels			
Lisa Jackman			

RESOLUTION 183-25
Sponsored by: Shannon Treynor

A RESOLUTION AUTHORIZING THE AUDITOR TO INCREASE APPROPRIATIONS AND TRANSFER FUNDS

WHEREAS, These funds are necessary for the construction of the new police department; and

WHEREAS, the funds cannot be transferred without sufficient authorization and appropriation from Council.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LONDON, STATE OF OHIO

SECTION I:

City Council hereby authorizes the City Auditor to make the following appropriation increase:

101.990.57012-transfer- All Dept misc	$600,000.00

SECTION II:

City Council hereby authorizes the City Auditor to make the following fund transfers:

From:	101.990.57012- transfer- All Dept Misc	$600,000.00
To:	312.000.41030-Captial Project Transfer In	$600,000.00

SECTION III:

City Council hereby authorizes the City Auditor to make the following appropriation increase:

312.100.54000- Police Building Gen.	$600,000.00

SECTION IV:

That this Resolution is hereby declared an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City to take effect and be in full force immediately upon its passage.

PASSED:

ATTEST:

_____	_____
Matt Edgington	Joshua Peters
Clerk of Council	President of Council

Submitted to Mayor:_____

APPROVED:

Date of Approval:_____

_____
Patrick Closser, Mayor

_____
Rickelle Davis, Law Director
Approved as to Form

I, Matt Edgington, Clerk of Council for the City of London, Ohio, do hereby certify that the foregoing Ordinance/Resolution No.183-25 was posted on the City of London's website, www.londonohio.gov or at the Madison Messenger a newspaper of general circulation on the _____day of_____, 2025 and on the_____day of_____, 2025

_____
Clerk

#_____

Vote	Abstain	Suspend	Adopt
Andrew Hitt			
Rich Hays			
John Stahl			
Greg Eades			
Shannon Treynor			
Brent McDaniels			
Lisa Jackman			

RESOLUTION 184-25
Sponsored by: Andrew Hitt

A RESOLUTION AUTHORIZING THE FIRE CHIEF TO APPLY FOR AND ACCEPT A GRANT FROM THE OHIO DEPARTMENT OF PUBLIC SAFETY

WHEREAS, The Fire Department is requesting to apply and accept a grant through the Ohio Department of Public Safety; and

WHEREAS, the Ohio Department of Commerce has a grant available that would assist in the cost of maintenance of their equipment.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LONDON, STATE OF OHIO

SECTION I:

The Fire Chief is hereby authorized to apply for and accept a grant through the Ohio Department of Public Safety.

SECTION II:

That this Resolution is hereby declared an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City to take effect and be in full force immediately upon its passage.

PASSED:

ATTEST:

_____
Matt Edgington
Clerk of Council

_____
Joshua Peters
President of Council

Submitted to Mayor:_____

APPROVED:

Date of Approval:_____

_____
Patrick Closser, Mayor

_____
Rickelle Davis, Law Director
Approved as to Form

I, Matt Edgington, Clerk of Council for the City of London, Ohio, do hereby certify that the foregoing Ordinance/Resolution No.184-25 was posted on the City of London's website, www.londonohio.gov or at the Madison Messenger a newspaper of general circulation on the _____day of_____, 2025 and on the_____day of_____, 2025

_____
Clerk

#_____

Vote	Abstain	Suspend	Adopt
Andrew Hitt			
Rich Hays			
John Stahl			
Greg Eades			
Shannon Treynor			
Brent McDaniels			
Lisa Jackman			

RESOLUTION 185-25
Sponsored by: Andrew Hitt

A RESOLUTION INCREASING APPROPRIATIONS

WHEREAS, the Fire Department has been awarded a grant from the Ohio Department of Public Safety; and

WHEREAS, the available funds must be appropriated prior to expenditure.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LONDON, STATE OF OHIO

SECTION I:

City Council hereby authorizes the City Auditor to make the following appropriation increase:

228.150.54002-Maintenance of Equip	$2,707.74

SECTION II:

That this Resolution is hereby declared an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City to take effect and be in full force immediately upon its passage.

PASSED:

ATTEST:

_____
Matt Edgington
Clerk of Council

_____
Joshua Peters
President of Council

Submitted to Mayor:_____

APPROVED:

Date of Approval:_____

_____
Patrick Closser, Mayor

_____
Rickelle Davis, Law Director
Approved as to Form

I, Matt Edgington, Clerk of Council for the City of London, Ohio, do hereby certify that the foregoing Ordinance/Resolution No.185-25 was posted on the City of London's website, www.londonohio.gov or at the Madison Messenger a newspaper of general circulation on the _____day of_____, 2025 and on the_____day of_____, 2025

_____
Clerk

#_____

Vote	Abstain	Suspend	Adopt
Andrew Hitt			
Rich Hays			
John Stahl			
Greg Eades			
Shannon Treynor			
Brent McDaniels			
Lisa Jackman			

RESOLUTION 186-25
Sponsored by: Greg Eades

A RESOLUTION INCREASING APPROPRIATIONS

WHEREAS, the Sanitation department will need to pay Rumpke for trash hauling for the rest of the year; and

WHEREAS, the available funds must be appropriated prior to expenditure.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LONDON, STATE OF OHIO

SECTION I:

City Council hereby authorizes the City Auditor to make the following appropriation increase:

668.520.52540-Transfer operations-Sanitation $80,000.00

SECTION II:

That this ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED:

ATTEST:

_____
Matt Edgington
Clerk of Council

_____
Joshua Peters
President of Council

Submitted to Mayor:_____

APPROVED:

Date of Approval:_____

_____
Patrick Closser, Mayor

_____
Rickelle Davis, Law Director
Approved as to Form

I, Matt Edgington, Clerk of Council for the City of London, Ohio, do hereby certify that the foregoing Ordinance/Resolution No.186-25 was posted on the City of London's website, www.londonohio.gov or at the Madison Messenger a newspaper of general circulation on the _____day of_____, 2025 and on the_____day of_____, 2025

_____
Clerk

#_____

Vote	Abstain	Suspend	Adopt
Andrew Hitt			
Rich Hays			
John Stahl			
Greg Eades			
Shannon Treynor			
Brent McDaniels			
Lisa Jackman			

RESOLUTION 187-25
Sponsored by: Shannon Treynor

RESOLUTION DIRECTING THE CITY OF LONDON TO ENTER INTO AGREEMENT WITH AN ELECTRICITY SUPPLIER THROUGH ASPEN ENERGY CORP. TO SUPPLY THE CITY OF LONDON'S ELECTRICITY AGGREGATION PROGRAM.

WHEREAS, Aspen Energy Corp. is certified with the Public Utilities Commission of Ohio as a broker and aggregator; and,

WHEREAS, Aspen Energy Corp. has the necessary expertise to investigate, evaluate and, if warranted, accomplish the required tasks to implement any alternative Electricity supply for the benefit of the City of London, Madison County, Ohio; and

WHEREAS, the Council of the City of London believes it is in the best interests of the City to authorize Aspen Energy Corp. to act as its Electricity broker for the purpose of providing price stability and price protection and potential savings by the City by utilizing an Electricity supplier on its Electricity aggregation program other than Ohio Edison.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LONDON, STATE OF OHIO

SECTION 1.

That the Council of the City of London hereby authorizes and appoints Aspen Energy Corp. to act as its agent and Electricity broker for the purpose of providing price stability and price protection and potential savings of the City by utilizing an Electricity source other than Ohio Edison.

SECTION 2.

City Council hereby authorizes the execution of an Electricity aggregation supply agreement through Aspen Energy Corp., after the City of London is satisfied with the terms and conditions of the Agreement.

SECTION 3.

That this Resolution is hereby declared an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City to take effect and be in full force immediately upon its passage.

SECTION 4.

It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements, including Section 121.22 O.R.C.

ADOPTED AT THE REGULAR MEETING of the City Council of the City of London, Madison County, Ohio this 2nd day of October, 2025.

CERTIFICATE OF FISCAL OFFICER

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcription of a resolution adopted by the Council of the City of London, Madison County, Ohio in session this 2nd day of October, 2025.

_____
Kenna Combs, Auditor

I, Matt Edgington, Clerk of Council for the City of London, Ohio, do hereby certify that the foregoing Ordinance/Resolution No.187-25 was posted on the City of London's website, www.londonohio.gov or at the Madison Messenger a newspaper of general circulation on the _____day of_____, 2025 and on the_____day of_____, 2025

_____

Clerk

#_____

Vote	Abstain	Suspend	Adopt
Andrew Hitt			
Rich Hays			
John Stahl			
Greg Eades			
Shannon Treynor			
Brent McDaniels			
Lisa Jackman			

Energy Consulting and Management Agreement

THIS AGREEMENT (the "Agreement") is made and entered into this the 22nd day of September, 2025 (the "Effective Date") by and between Aspen Energy Corporation an Ohio corporation duly organized under Ohio law, 4789 Rings Road, Suite 100, Dublin, Ohio 43017 (hereinafter referred to as the "Aspen") and City of Loveland, with an address of 20 S. Walnut St Suite 100 (hereinafter referred to as the " Organization").

WHEREAS, the Organization wishes to engage Aspen to provide the services described herein and Aspen agrees to provide the services for the compensation and otherwise in accordance with the terms and conditions contained in this Agreement;

WHEREAS, the Organization desires to engage with Aspen as its exclusive energy consultant and agent, and grants Aspen exclusive rights to perform such energy-related services as described herein and subject to the terms and conditions of this Agreement; and,

WHEREAS, the Organization desires Aspen to perform an independent analysis and review of the Client's electric aggregation usage and costs for the purpose of aggregating the electric requirements of the Organization;

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, accepted and agreed to, the Company and the Contractor, intending to be legally bound, agree to the terms set forth below.

1. **SCOPE OF WORK.** The Organization does hereby employ Aspen to commence work as described on **Exhibit A.** Exhibit A is attached hereto and by this reference is incorporated as part of this Agreement.

2. **TERM.** This Agreement shall be effective beginning on the date of this Agreement and shall continue for three (3) years or until the end of the procurement program with the selected supplier, whichever comes later, or until the Agreement is terminated as provided herein. Unless written notice is given to either party at least six months prior to the expiration of this Agreement, the Agreement shall renew for subsequent three-year terms.

3. **COMPENSATION.** For aggregation programs, Aspen's administrative fees will be payable to Aspen by the selected supplier for the term of the aggregation program at the

rate of $.00045 per kWh on electricity aggregation programs and $.005 per ccf on natural gas aggregation programs. Aspen and the Organization understand that Aspen is not entitled to any monetary compensation directly from the Organization for the Services provided pursuant to this Agreement if the Organization chooses for compensation to be paid by the selected supplier based on actual volumes.

4. **TAXES.** The Organization is tax exempt.

5. **CONFIDENTIAL INFORMATION.** For the purposes of this Agreement, Confidential Information shall mean and collectively include: all information relating to the business, plans and/or technology of the Organization including, but not limited to technical information including methods, plans, processes, specifications, characteristics, raw data, scientific preclinical or clinical data, records, databases, formulations, know-how, experience, and trade secrets; developmental, marketing, sales, customer, supplier, consulting relationship information, operating, performance, and cost information; and all record bearing media containing or disclosing the foregoing information and techniques including, written business plans, patents and patent applications, grant applications, notes, and memoranda, whether in writing or presented, stored or maintained in or by electronic, magnetic, or other means.

   Notwithstanding the foregoing, the term "Confidential Information" shall not include any information which: (a) can be demonstrated to have been in the public domain or was publicly known or available prior to the date of the disclosure to Aspen; (b) can be demonstrated in writing to have been rightfully in the possession of Aspen prior to the disclosure of such information to Aspen by the Organization; (c) becomes part of the public domain or publicly known or available by publication or otherwise, not due to any unauthorized act or omission on the part of Aspen; or (d) is supplied to Aspen by a third party without binder of secrecy, so long as that such third party has no obligation to the Contractor or any of its affiliated companies to maintain such information in confidence.

   Except as required by Aspen's duties, Aspen shall not, at any time now or in the future, directly or indirectly, use, publish, disseminate or otherwise disclose any Confidential Information, Concepts, or Ideas to any third party without the prior written consent of the Organization which consent may be denied in each instance and all of the same, together with publication rights, shall belong exclusively to the Organization.

6. **RELATIONSHIP OF THE PARTIES.** Aspen is an independent contractor. Aspen will not have the authority to contractually bind Organization in any manner, or to enter into any other binding obligations on behalf of Organization and/or its Affiliates. Aspen will be solely responsible for any workers' compensation, unemployment or disability insurance payments, and any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any sums paid by Aspen hereunder. None of Aspen's employees will be entitled to any Organization benefits of any kind.

7. **NO CONTRIBUTION TO OPERS.** The Organization is a public employer defined in ORC 145.01 (D). The Organization has classified Aspen as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of Aspen for services and/or deliverables endered and/or received under or pursuant to this Agreement. Aspen acknowledges and agrees that the Organization, in accordance with ORC 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Aspen is an individual, or has less than five (5) employees, Aspen, in support of being so informed and pursuant to ORC 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor Acknowledgement Form ("Form"). The Form is attached hereto as Exhibit B and by this reference is incorporated as part of this Agreement. The Organization shall retain the completed Form and immediately transmit a copy of it to OPERS. If Aspen has five (5) or more employees, Aspen, by his/her signature below, hereby certifies such fact in lieu of completing the Form:

_____

By:_____

Aspen Energy Corporation

8. **TERMINATION.** Upon breach or default of any of the provisions, obligations or duties embodied in this Agreement, the aggrieved party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within fifteen (15) days of the receipt of written notice. The notice shall describe in reasonable detail the breach or default. If the breach or default is not satisfactorily remedied within the specified time period, this Agreement may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies.

9. **CAMPAIGN FINANCE- COMPLIANCE WITH ORC 3517.13.** ORC 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation,

business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Ohio Revised Code, estate or trust unless the po9lictionat subdivision has received for that calendar year, or the contract includes a certification that the individuals named in said sections of the Ohio Revised Code are in compliance with the applicable provisions of section 3517.13 of the Ohio Revised Code. Aspen, therefore, is required to completed the attached certificate/affidavit entitled "Certification/Affidavit" in Compliance with ORC 3517.13. Failure to complete and submit the required aforementioned certificate/affidavit with the Agreement will prohibit the Organization from entering, proceeding with and/or performing the Agreement. Such certification is attached to this Agreement as Exhibit C and by this reference made a part of this Agreement.

10. **WAIVER**. Any waiver by the Organization of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof. All waivers by the Organization shall be in writing.

11. **SEVERABILITY; REFORMATION.** In case any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement; and this Agreement shall, to the fullest extent lawful, be reformed and construed as if such invalid or illegal or unenforceable provision, or part of a provision, had never been contained herein, and such provision or part reformed so that it would be valid, legal and enforceable to the maximum extent possible. Without limiting the foregoing, if any provision (or part of provision) contained in this Agreement shall for any reason be held to be excessively broad as to duration, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the fullest extent compatible with then existing applicable law.

12. **GOVERNING LAW**. This Agreement shall be governed by Ohio law, excluding choice of law provisions.

13. **AGREED LEGAL FORUM.** Any claim or controversy relating to this Agreement, shall be resolved only before the Franklin County, Ohio Common Pleas Court in Columbus, Ohio and nowhere else. Organization expressly agrees that such court shall have personal jurisdiction over Organization and Organization expressly consents to such court's exercise of that jurisdiction.

14. **FORCE MAJEURE.** Neither Aspen nor Organization will be responsible for failure or delay of performance caused by a Force Majeure Event. Both Parties will use reasonable

efforts to mitigate the effect of a Force Majeure Event. If such event continues for more than thirty (30) days, either Party may, upon consultation with the other party, cancel unperformed services under this Agreement. This Section does not excuse either party's obligation to take reasonable steps to follow its business continuity and disaster recovery plan.

15. **HEADINGS.** Headings and subheadings are for convenience only and shall not be deemed to be a part of this Agreement.

16. **AMENDMENTS.** This Agreement may be amended or modified, in whole or in part, only by an instrument in writing signed by all parties hereto.

17. **NOTICES.** Any notices or other communications required hereunder shall be in writing and shall be deemed given when delivered in person or when mailed, by certified or registered first class mail, postage prepaid, return receipt requested, addressed to the parties at their addresses specified in the preamble to this Agreement.

Aspen Energy Corporation

4789 Rings Road, Suite 100
Dublin, Ohio 43017

Email:

Facsimile:

Organization of City of London

Stephen Saltsman

Safety Services Director

Email: ssaltsman@London.ohio.gov

Facsimilie:_____

18. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.

19. **SIGNATURES.** Any person executing this Agreement in a representative capacity hereby warrants that he/she has the authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf. There is no requirement for original signatures in this Agreement or the Additional Documents; electronic signatures executed in separate counterparts and/or electronic copies of such, including those sent by fax or electronic mail or stored in electronic format, are all deemed to be a duplicate original, but all of which taken together are deemed to constitute a single instrument.

20. **EFFECT OF SIGNATURE.** The signatures of the parties below indicate that the signers and the entities that they represent expressly agree to be bound by all the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

By: Robin Townsend

[Name] Robin Townsend [Title] Director of Sales

Aspen Energy Corporation

Hereunto Duly Authorized

Approved as to Form:

_____

_____

[Name] [Title]

Safety Services Director
Loyday, OH

EXHIBIT A

Aspen will be available upon the signing of this Agreement to commence work on providing energy procurement recommendations and supporting material for City of London, Ohio (hereinafter referred to as Client). Aspen shall communicate with Client clearly and effectively to assess the best options for implementing electricity and natural gas supply agreements.

Aspen Energy will assist Client in evaluating the retail energy market while providing competitive energy aggregation program pricing. Aspen will maximize their strong supplier relationships to secure the best options available on the market for the Client.

Aspen will assist Client in developing the Request for Proposals (RFP) for implementing energy aggregation supply agreements. Aspen will provide proof of requesting at least three bids on each RFP. Aspen will provide written analysis of the bid results within five days of receiving the final bid on each RFP.

Aspen will provide continued consulting support to Client throughout the term pertaining to: spot and forward energy market information; applicable regulatory changes; renewal options and agreements; billing concerns. Aspen will provide pertinent Market Reports including Forward NYMEX Price Trends. Aspen Energy will collaborate with the selected supplier(s) to ensure that customer service issues are resolved quickly and completely.

Aspen will continue to educate Client and manage all eligible Client electricity and natural gas loads. Aspen will give analysis data after bidding in writing to prove which supplier or hedge should be chosen.

Aspen will make itself reasonably available to communicate with Client on a regular basis to ensure that Client energy procurement is handled professionally and aggressively to bring energy market value to the Client.