

1. Agenda

Documents:

[2023.08.16 COUNCIL AGENDA.PDF](#)

2. Minutes

Documents:

[2023.07.19 COUNCIL MINUTES.PDF](#)

[2023.08.02 COUNCIL MINUTES.PDF](#)

3. Administrator's Report

Documents:

[ADMINISTRATORS REPORT \(08162023\).PDF](#)

4. Engineer Report

Documents:

[ENGINEERS REPORT 08162023.PDF](#)

5. Resolution 2023.19 DIRECTOR OF FINANCE TO SUBMIT ASSESSMENT CERTIFICATES TO THE DELAWARE COUNTY AUDITOR

Documents:

[RESOLUTION NO 2023.19.PDF](#)

6. ORDINANCE 2023.16 Accepting Rogers Annexation

Documents:

[ORD NO 2023.16 ACCEPTING ROGERS ANNEXATION.PDF](#)

[ORD NO 2023.16 ROGERS ANNEXATION - EXHIBIT A.PDF](#)

7. S&P Global Rating

Documents:

[SP GLOBAL RATINGS ENGAGEMENT LETTER.PDF](#)

8. US36 Guardrail Repair/Replacement

Documents:

[CITY OF SUNBURY US 36 GUARDRAIL UPGRADE WO 006395 ODOT 220384 DELAWARE.PDF](#)

**AGENDA OF BUSINESS
REGULAR MEETING OF COUNCIL
SUNBURY, OHIO
August 16, 2023 at 7:30 P.M.**

SILENT PRAYER & PLEDGE OF ALLEGIANCE

ROLL CALL: Mr. Joseph St. John, Mr. Timothy Gose, Mr. Damin Cappel, Mrs. Cindi Cooper, Mr. John Grumney, Mr. David Martin, and Mr. Murray Neff.

MINUTES:

July 19, 2023

August 2, 2023

VISITORS

COMMITTEE REPORTS

POLICE REPORT

ADMINISTRATOR'S REPORT

ENGINEER'S REPORT

RESOLUTIONS

Third Readings

Second Readings

First Readings

RESOLUTION 2023.XX

A RESOLUTION APPROVING CHANGES TO OPENING FUND BALANCES PURSUANT TO THE CITY'S 2020-2021 AUDIT

RESOLUTION 2023.XX

A RESOLUTION CERTIFYING REAL ESTATE PARCELS SUBJECT TO THE LITTLE WALNUT CREEK INTERCEPTOR SPECIAL ASSESSMENT BEGINNING IN TAX YEAR 2023

ORDINANCES

Third Readings

ORDINANCE NO. 2023.16 (tabled)

A ORDINANCE ACCEPTING A PETITION FOR ANNEXATION OF TERRITORY CONSISTING OF 84.97 +/- ACRES OF LAND LOCATED IN BERKSHIRE TOWNSHIP,

**AGENDA OF BUSINESS
REGULAR MEETING OF COUNCIL
SUNBURY, OHIO
August 16, 2023 at 7:30 P.M.**

DELAWARE COUNTY AND OWNED BY WILLIAM R. ROGERS II, LORIE LYNN LOTZGESELLE, RICH ROGERS, TRUSTEE REPLACING WILLIAM ROGERS AND PATRICIA ROGERS, BOTH DECEASED AND FORMER TRUSTEES OF THE WILLIAM ROGERS AND PATRICIA ROGERS FAMILY TRUST AGREEMENT UTA 7-3-06, MARY ROGERS TRUSLER, TRUSTEE U/A DATED THE 14TH DAY OF AUGUST 2009, AND JOHN A. ROGERS AND DECLARING AN EMERGENCY

Second Readings

First Readings

NEW / UNFINISHED BUSINESS

S&P Global Rating

August 30, 2023 Meeting

ADJOURNMENT

City of Sunbury Regular Council
Minutes
July 19, 2023

Mayor Joseph St. John opened the Sunbury City Council meeting at 7:30 p.m., July 19, 2023, with a moment of silent prayer and the Pledge of Allegiance.

ROLL CALL

Those answering roll call: Cindi Cooper, Joseph St. John, Damin Cappel, Murray Neff, and John Grumney. Tim Gose and David Martin were absent. Other staff in attendance were City Administrator Daryl Hennessy, Director of Law David Brehm, and City Engineer Dan Whited.

MINUTES

Motion by **Cooper** and seconded by **Cappel** to approve the July 5, 2023, meeting minutes. Upon roll, 5 yeas. Minutes passed.

VISITORS

There were no visitors that wished to speak to Council.

COMMITTEE REPORTS

Mr. Grumney thanked Director of Finance Dana Steffan for her presentation at the finance committee meeting earlier in the evening. In particular, he appreciated her efforts to update projected revenues and expenditures for the balance of the fiscal year.

POLICE REPORT

In the police chief's absence, Mayor St. John provided brief updates on drone training and the status of outfitting new police trucks. Mr. Grumney asked Deputy Chief Wade if it was possible to add mental health awareness to the list of calls reported to Council, which Mr. Wade agreed to provide.

ADMINISTRATOR'S REPORT

Mr. Hennessy informed Council that an advertisement for bids for the facilities renovation project was released on July 15 and that a new bid opening has been scheduled for August 18. He also briefly reviewed two public meetings on the Sunbury Parkway District Level Plan where feedback was received on proposed uses and design standards. He concluded by announcing two upcoming public meetings to receive feedback from residents of Sunbury Estates Subdivision on options for replacing maple street trees to minimize future damage to public infrastructure. The meetings are scheduled for July 25 and August 3.

ENGINEER'S REPORT

Mr. Whited provided the engineer's report and briefly touched on a pre-construction conference with Strawser Paving and DLZ about the 2023 street improvements program. Mr. Whited also provided updates on various projects including the Fallen Heroes trail, Walnut Street stabilization, and Reservoir Park draw down. Mr. Whited concluded his comments with an update on the status of several private developments.

**City of Sunbury Regular Council
Minutes
July 19, 2023**

ORDINANCES

Third Readings

ORDINANCE NO. 2023.15

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$4,000,000 FOR THE PURPOSE OF PAYING THE COSTS OF IMPROVING VARIOUS CITY FACILITIES BY RENOVATING AND EQUIPPING THE SUNBURY MUNICIPAL BUILDING AND OTHER BUILDINGS, INCLUDING SITE IMPROVEMENTS, ANY NECESSARY UTILITY IMPROVEMENTS AND CONSTRUCTING RELATED PARKING FACILITIES, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO.

Motion was made by **Grumney** and seconded by **Cappel** on the Ordinance, passed 5-0.

Second Readings

ORDINANCE NO. 2023.01.01 First Amended

AN ORDINANCE AMENDING THE 2023 ANNUAL APPROPRIATIONS (second reading only)

ORDINANCE NO. 2023.16

A ORDINANCE ACCEPTING A PETITION FOR ANNEXATION OF TERRITORY CONSISTING OF 84.97 +/- ACRES OF LAND LOCATED IN BERKSHIRE TOWNSHIP, DELAWARE COUNTY AND OWNED BY WILLIAM R. ROGERS II, LORIE LYNN LOTZGESELLE, RICH ROGERS, TRUSTEE REPLACING WILLIAM ROGERS AND PATRICIA ROGERS, BOTH DECEASED AND FORMER TRUSTEES OF THE WILLIAM ROGERS AND PATRICIA ROGERS FAMILY TRUST AGREEMENT UTA 7-3-06, MARY ROGERS TRUSLER, TRUSTEE U/A DATED THE 14TH DAY OF AUGUST 2009, AND JOHN A. ROGERS AND DECLARING AN EMERGENCY (second reading only)

ORDINANCE NO. 2023.17

AN ORDINANCE ACCEPTING A PETITION FOR ANNEXATION OF TERRITORY CONSISTING OF 84.932 +/- ACRES OF LAND LOCATED IN BERKSHIRE TOWNSHIP, DELAWARE COUNTY AND OWNED BY AEP OHIO TRANSMISSION COMPANY, INC. AND DECLARING AN EMERGENCY (second reading only)

NEW / UNFINISHED BUSINESS

Motion to approve the Wastewater Treatment Plant – Purchase Order for Electric made **by St. John** and seconded by **Cooper**. Passed 5-0

Mayor St. John asked Mr. Brehm for clarification on the Sunbury Ordinances – recodifications. Mayor St. John asked if zoning ordinances would be included, Mr. Brehm advised he has reached out for clarification and will let Council know his findings. No action was taken on this item pending additional information regarding the zoning ordinance.

City of Sunbury Regular Council
Minutes
July 19, 2023

Mayor St. John touched on the facts and fiction about property revaluation and taxes with the Council and advised that information from the County Auditor's office was included in their packets tonight.

Mrs. Cooper updated the Council about the new Ohio-to-Erie trail bridge located off Walnut Street that was built by Preservation Parks and designed by CT Consultants. She advised that it is worth viewing if others hadn't seen it yet. She also highlighted the upcoming fishing derby at Reservoir Park.

Mr. Grumney went over some concerns from the July 4th parade that he received from residents, including parking on the Square during the parade. Mr. Hennessy advised that the City and event organizers will be working together to help find a better solution.

Economic Development Executive Session pursuant to ORC 121.22(G)(8): To consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance. The executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project.

Motion was made by **St. John** to enter Executive Session pursuant to ORC 121.22(G)(8) and seconded by **Neff**. Passed 5-0.

Motion was made by **St. John** to exit Executive Session pursuant to ORC 121.22(G)(8) and seconded by **Cooper**. Passed 5-0.

ADJOURNMENT

Motion to adjourn by **St. John** and seconded by **Cooper**. Upon roll all yeas.

Joseph St. John, Mayor

ATTEST:

Amber Swain, Clerk of Council

City of Sunbury Regular Council
Minutes
August 2, 2023

Mayor Joseph St. John opened the Sunbury City Council meeting at 7:30 p.m., August 2, 2023, with a moment of silent prayer and the Pledge of Allegiance.

ROLL CALL

Those answering roll call: Cindi Cooper, Joseph St. John, Damin Cappel, Tim Gose and David Martin. Murray Neff and John Grumney were absent. Other staff in attendance were City Administrator Daryl Hennessy, Director of Law David Brehm, Clerk of Council Amber Swain and City Engineer Dan Whited.

MINUTES

Motion by **Cooper** and seconded by **Cappel** to Table the July 19, 2023, meeting minutes. Upon roll, 5 yeas. Minutes tabled.

VISITORS

There were no visitors that wished to speak to Council.

COMMITTEE REPORTS

Mr. Gose updated the Council on the conceptual plans for JR Smith park and reported the next steps are to investigate phasing the project, costs, and grant opportunities. He also briefly provided updates on Sunbury Sizzle and Sounds, the pocket park on Columbus St., Reservoir Park, and the status of bike racks purchased through the healthy living grant. He concluded his report with an update from the Fire Board meeting including the arrival of a new rescue truck later this year and possible the ongoing search for a new satellite facility.

Mr. Cappel updated the Council on topics discussed at the Services Committee meeting including the city's fiber feasibility study, ongoing erosion and sediment control issues, GIS mapping, and the replacement of a guard rail on route 36.

Mrs. Cooper updated the Council on the Events and Commemoration Committee. She touched on the Citizen Recognition Program, the application for Sunbury Sizzle and Sounds, power on the square and raising rental fees for nonresidents for the Town Hall. She also provided an update for the Planning and Zoning Commission, which included two minor lot splits, and a proposed zoning code amendment that will be presented to the Commission at the next meeting.

POLICE REPORT

Chief Robert Howard went over his report with the Council. He went over the drone training with the Council advising that all four officers are on target to complete training on schedule. He noted the Silverado upfitting is progressing. Chief Howard ended with an update on a recent OVI check point, resulting in four citations.

ADMINISTRATOR'S REPORT

Mr. Hennessy went over the administrator's report with the Council. He touched on the zoning report, which was included in the Council packet, the annual impact fee report, and Delaware County Transit's plans to hold an in person and virtual meeting regarding the future of transit in Delaware County. Mr. Hennessy concluded his report by thanking the Grace Church of Sunbury and City North Church for their

City of Sunbury Regular Council
Minutes
August 2, 2023

hard work cleaning up around the City. He also noted that this has been a busy time for the Cemetery, with an average of two burials a week for the last 6 weeks. To conclude his report, the Sunbury Brand video was previewed with Council.

ENGINEER'S REPORT

Mr. Whited went over the engineer's report touching on the completion of Phases 3 and 4 of the Fallen Heroes Trail, Reservoir Park planning, the status of the Walnut Street mitigation project, and the status of the WWTP design. Mr. Whited concluded with updates on several private developments.

ORDINANCES

Third Readings

ORDINANCE NO. 2023.01.01 First Amended

AN ORDINANCE AMENDING THE 2023 ANNUAL APPROPRIATIONS

Motion was made by **St. John** and seconded by **Cappel** on the Ordinance, passed 5-0.

ORDINANCE NO. 2023.16

A ORDINANCE ACCEPTING A PETITION FOR ANNEXATION OF TERRITORY CONSISTING OF 84.97 +/- ACRES OF LAND LOCATED IN BERKSHIRE TOWNSHIP, DELAWARE COUNTY AND OWNED BY WILLIAM R. ROGERS II, LORIE LYNN LOTZGESELLE, RICH ROGERS, TRUSTEE REPLACING WILLIAM ROGERS AND PATRICIA ROGERS, BOTH DECEASED AND FORMER TRUSTEES OF THE WILLIAM ROGERS AND PATRICIA ROGERS FAMILY TRUST AGREEMENT UTA 7-3-06, MARY ROGERS TRUSLER, TRUSTEE U/A DATED THE 14TH DAY OF AUGUST 2009, AND JOHN A. ROGERS AND DECLARING AN EMERGENCY

Third reading was completed. Motion was made by **Cooper** and seconded by **Cappel** to table the Ordinance, passed 5-0.

ORDINANCE NO. 2023.17

AN ORDINANCE ACCEPTING A PETITION FOR ANNEXATION OF TERRITORY CONSISTING OF 84.932 +/- ACRES OF LAND LOCATED IN BERKSHIRE TOWNSHIP, DELAWARE COUNTY AND OWNED BY AEP OHIO TRANSMISSION COMPANY, INC. AND DECLARING AN EMERGENCY

Motion was made by **Cappel** and seconded by **Cooper** on the Emergency, passed 5-0.

Motion was made by **Cappel** and seconded by **Cooper** on the Ordinance, passed 5-0.

Second Readings

First Readings

ORDINANCE NO. 2023.18

AN ORDINANCE AMENDING PRIOR ORDINANCE 2021.49 AND DECLARING AN EMERGENCY

Motion was made by **Martin** and seconded by **Gose** on the Suspension of the Rules, passed 5-0.

Motion was made by **Martin** and seconded by **Gose** on the Emergency, passed 5-0.

City of Sunbury Regular Council
Minutes
August 2, 2023

Motion was made by **Martin** and seconded by **Gose** on the Ordinance, passed 5-0.

NEW / UNFINISHED BUSINESS

Motion was made by **St. John** and seconded by **Cooper** to approve the expenditure of funds for the recodification of the Sunbury ordinances, passed 5-0.

Mr. Hennessy went over the application for the Sunbury Sizzle and Sounds event taking place August 19, 2023 from 11am-11pm. Mrs. Cooper added that the Big Walnut Civic Association is still looking for volunteers for the event.

Motion was made by **Cooper** and seconded by **Cappel** on the closure of Vernon Street, Granville Street, and Columbus Street near the Square for Sunbury Sound and Sizzles, passed 5-0.

Mayor St. John talked about forming a Sunbury Square Streetscape Working Group. At a minimum, the group should include city staff, Council, business owner, and resident representation. Council expressed support for the forming of the working group.

ADJOURNMENT

Motion to adjourn by **St. John** and seconded by **Cooper**. Upon roll all yeas.

MEMORANDUM TO THE MAYOR AND MEMBERS OF CITY COUNCIL

FROM: Daryl Hennessy
SUBJECT: City Administrator's Report
DATE: August 16, 2023

ADMINISTRATION

59 S. Columbus Demolition. The demolition of 59 S. Columbus Street started earlier this week and will be completed before this weekend's Sunbury Sizzle and Sounds festival. The demolition of this building will complete the removal of three buildings at the corner of Granville and Columbus Streets and making way for additional, permanent parking near the Square. A more thorough plan for renovating the space will be developed for future Council consideration.

PLANNING AND DEVELOPMENT

Board of Zoning Appeals. A request to split an existing lot and construct a new home on Otis Street has been postponed and rescheduled for the Board of Zoning Appeals meeting in September. The request proposes the creation of a lot that will be smaller than generally permitted in the neighborhood and will require variances to allow for any new construction.

COMMUNITY DEVELOPMENT

Sunbury Sizzle and Sounds. The 2023 Sunbury Sizzle and Sounds festival will be held this weekend and planning is well underway. Parking around the Square will be restricted beginning at noon on Friday and staggered street closures will begin around mid-afternoon on Friday with the arrival of rides for the kids' zone (Columbus), food vendors (Granville), and the installation of fencing and the performance stage (Vernon). Parking for the event downtown is limited, and shuttles will be provided by the event organizers to assist attendees. Additional details about parking, road closures, and pick-up and drop-off locations for the shuttles are being shared by the city and event organizers via social media.

Engineering Status Report

Prepared By: Dan Whited, P.E., Wes Hall, P.E.

Date: August 16, 2023

Project Description	Current Phase / Updates
CITY PROJECTS	
<p><u>Reservoirs Park Fishing Piers and Parking Lot Improvements</u> The project includes the design of a small gravel parking lot off Sedgwick Avenue, with hard-surface pavement for ADA parking spaces, 620 feet of concrete sidewalk (5-foot wide) from the parking area to top of reservoir levees, to meet with the existing asphalt walking trail, a fishing pier, and ancillary items such as, but not limited to, fence gates, trail signage, trailside benches, lifebuoy rings, dog waste stations, and drainage infrastructure. Sunbury was offered, and accepted, a grant in the amount of approximately \$41,000 from ODNR's NatureWorks Grant Program. This project will need to include reservoir drawdown plans as well.</p>	<p><u>Design Phase</u> Construction documents are being prepared. Will be combined with ODNR Dam project (reservoir drawdown, infrastructure removal). Plans approx. 75% complete.</p>
<p><u>JR Smith Park Improvements</u> The project plan includes a splash pad, pavilion, trail (with future connection to OTET), half-court basketball / pickleball court, improved parking lot and numerous other features.</p>	<p><u>Preliminary Design Phase</u> CT is currently creating a potential phasing plan and associated cost estimates. Funding alternatives are being investigated.</p>
<p><u>Dept. of Public Safety (DPS) Hazardous Mitigation Grant Program (HMGP) – Round 2 – Pre-Application</u> CT is preparing a pre-application for Round 2 of the DPS HMGP. The pre-application is due on 3/24/2022 Sunbury will submit a request for a grant to assist in the engineering study of Prairie Run to identify possible solutions to mitigate flooding along the creek within the City. The results of this study will inform future decisions and actions of the City in completing projects designed to mitigate the observed flooding.</p>	<p><u>Planning Phase</u> Grant has been awarded. Implementation manual has been received. Kickoff meeting held 7/12. Surveying has been completed.</p>
<p><u>Wastewater Treatment Plant Expansion</u> The Wastewater Treatment Plant (WWTP) is being expanded from 1.125 MGD to 2.0 MGD. The improvements are replacing aged components / equipment with new equipment that has more capacity and providing additional facilities to accommodate more flow and solids processing.</p>	<p><u>Design Phase</u> Design is progressing. The Ohio EPA permit application has been submitted. Facilities Plan comments were received and we responded to the comments. Five-acre lot split is ready for final plat and conveyance.</p>
<p><u>Little Walnut Creek Interceptor Sewer – Phase 2</u> 36" interceptor sewer from the intersection of Golf Course Road and Cheshire Road to Domigan Road.</p>	<p><u>Preliminary Phase</u> Planning and preliminary design is progressing.</p>
<p><u>Traffic Calming (TC) – Sunbury Meadows Dr</u> Traffic Calming treatments are being considered. A working group is being set up.</p>	<p>A working group has been set up. Contemplating trial TC features (painted) to gauge effectiveness. Options have been developed. Instead of a public meeting, input will be gathered by way of a community survey.</p>

Project Description	Current Phase / Updates
<p><u>Traffic Signal Upgrades/ODOT Funding</u> This project will upgrade all the signals in the City to a traffic adaptive central system with additional sensors, communications, controllers, software and other equipment upgrades. These upgrades will optimize the existing infrastructure to accommodate growth within the city and growth due to other development in the region.</p>	<p><u>Planning Phase</u> Planning-level work items and costs have been submitted to ODOT District 6.</p>
<p><u>Citywide Transportation Plan Update</u> This effort will develop a plan for future updates to the transportation network to accommodate growth within Sunbury and other growth in the region. This plan will be a basis for programming future capital improvements and will provide a framework for future decision-making regarding infrastructure development. The plan will also provide a basis for longer-range funding strategies.</p>	<p>CT is working with ODOT and MORPC to determine a source of future traffic modeling for this plan. CT is developing a scope of work to either incorporate modeling by others or develop modeling as part of the plan.</p>
<p><u>Traffic Operations</u> This item represents ongoing traffic operations issues that arise from time to time.</p>	<p>CT is tracking several operations issues and will need to work with Council to implement solutions.</p>
<p><u>Safe Streets for All – Citywide Safety Plan</u> This is a federal funding opportunity to develop a Safety Action Plan and then seek an implementation grant for specific safety improvements. Planning grant requires 20% local match.</p>	<p>Grant application is being compiled. To be submitted 7/10/23.</p>
<p><u>Stormwater Utility Study / MS4 Program</u> A study is being completed to determine the feasibility of implementing a Stormwater Utility.</p>	<p>MS4 program annual report complete. SWCD meeting held. SWU proceeding.</p>
<p><u>GIS Mapping</u> Continued development & refinement of a Citywide Geographical Information System (GIS). GIS will help with decision making, long term planning, Capital Improvement Program development, and other critical needs of this growing community.</p>	<p>Handheld unit for data collection is utilized by City Staff. CT is developing & customizing the GIS system.</p>
<p><u>2023 Street Improvements</u> This project will involve improvements to the following streets, which will receive OPWC funding: S Miller Dr. (US 36 to SR 3), Fox Trail Dr. (entire length), Raccoon Ln. (entire length), Chipmunk Ln. (entire length), Cottontail Dr. (entire length), Woodchuck Dr. (From Raccoon Ln to the existing phase line 250' to the south), Evening St. (entire length), Walnut St. (entire length), W Granville St. (SR 3 to Evening St).</p>	<p><u>Design Phase</u> Bid opening was 5/18/23. Pre-Con on 7/25. Have not seen the schedule.</p>
<p><u>Zoning Code [– Limited Industrial District (LI)]</u> - development of zoning code changes to encourage diversification of the City's tax base and encourage economic development.</p>	<p>Near final draft developed. To be presented at Aug 28 P&Z meeting.</p>
PRIVATE DEVELOPMENT PROJECTS	
<p><u>Ravines at Meadow Ridge (DRK Apartments)</u> Metro Development (DRK) submitted an application to rezone 67.1 acres of land between Africa Road and 3 B's & K Road, on the south side of 36/37, to Planned Residence District (PRD) and to rezone 2.0 acres of land on the east side of 3 B's & K Road, on the south side</p>	<p><u>Design Phase</u> Final engineering is approved.</p>

Project Description	Current Phase / Updates
of 36/37, to Planned Commercial District (PCD). Metro Development proposes to construct 744 apartments, with ancillary supporting facilities, within the PRD	Addresses assigned. Expect Phase 3 & 4 submitted and in review. Minor site plan revisions contemplated to accommodate Parkway alignment.
<p><u>Granville Street Multi-Family Development / Sunbury Commerce Park</u> Mixed-use development; 120-unit apartment complex and 40,000 sq. feet of commercial/retail space.</p>	<p><u>Design Phase</u> First engineering submittal received 6/7/23. Second submittal was made last week. Plan review underway.</p>
<p><u>Magnolia Park</u> New single-family subdivision located east of the Middle School.</p>	<p><u>Construction Phase</u> Weatherby Ln and Fairland Dr complete. Currently paving the remaining roads.</p>
<p><u>Rolling Hills Subdivision</u> New single family, planned residential subdivision located on Golf Course Road. The Final Plat for Section 1 and Section 3A were approved by Council.</p>	<p><u>Construction Phase</u> Construction is progressing. Several resident concerns on drainage – resolved. Paving second section.</p>
<p><u>Price Ponds Subdivision</u> New single family planned residential subdivision located on Golf Course Road. Final Plat for Section 1 was approved with contingencies by Council on 7/6/22.</p> <p>Golf Course Rd Improvement Plans are complete.</p>	<p><u>Construction Phase</u> Working on Mass Grading for Mass grading for Section 2 (aka 2/3) approved. Island removed. Also working to correct several concerns with stormwater, E&SC and other issues.</p>
<p><u>Eagle Creek Subdivision</u> New single family, planned residential subdivision located on 3B's&K Road. The preliminary plat / plan was conditionally approved at the 8/22/2022 Planning Commission Meeting.</p>	<p><u>Design Phase</u> Final Engineering plans have been approved.</p>
<p><u>Kintner Crossing</u> New small lot single family and town home development north of Cheshire Road and west of West Cherry Street. The development consists of 81 small lot single family and 107 town homes on a 39.9 acre site.</p>	<p><u>Planning Phase</u> Rezoning was approved by Council. Working on Easements and other issues, No final engineering has been submitted to date. Minor modifications to plan are being proposed.</p>
<p><u>Eagle Storage – 601 West Cherry Street</u> Addition of four new storage buildings on the property. Council approved the building and site improvements with contingencies. We have reviewed the construction drawings (1st submittal) and provided comments.</p>	<p><u>Construction Phase</u> In construction</p>
<p><u>BSTP Sunbury, LLC (Azco Development LLC)</u></p>	<p><u>Planning Phase</u></p>

Project Description	Current Phase / Updates
Mixed retail development in the Sunbury Meadows development. Initial application for day care facility; commitments on other three lots still undetermined.	Preliminary plan was conditionally approved at the March Planning Commission meeting. Project is on hold.
<u>Huntington Bank – Kroger Center</u>	<u>Planning Phase</u> Preliminary discussions & RFIs. Expect plan set soon.

RIGHT-OF-WAY PERMITS under review

- 1 Columbia Gas 1339 Clover St 8/8/2023
- 2 Columbia Gas 1712 Clover St 8/11/2023
- 3 Columbia Gas 1172 Clover St 8/14/2023

RESOLUTION NO. 2023.19

A RESOLUTION AUTHORIZING THE DIRECTOR OF FINANCE TO SUBMIT ASSESSMENT CERTIFICATES TO THE DELAWARE COUNTY AUDITOR

WHEREAS, pursuant to two Petitions for Special Assessments and Affidavits filed by the owners of 100% of the lots and lands to be assessed for an improvement to the City's sanitary sewer system, this Council passed Ordinance No. 2022.34 on August 3, 2022 levying special assessments for the purpose of paying the costs of that improvement; and

WHEREAS, those Petitions provided a schedule of assessments based on the anticipated build-out of the lot and lands described in the Petitions; and

WHEREAS, pursuant to those Petitions, the Director of Finance has identified certain parcels (which were originally described in the Petitions) in respect of which the related assessments should be certified to the Delaware County Auditor for collection commencing in calendar year 2024;

NOW, THEREFORE, BE IT RESOLVED by the Council for the City of Sunbury, Delaware County, State of Ohio, that:

SECTION I: The Certificate of Assessments as submitted by the Director of Finance is hereby approved and the Director of Finance is authorized to submit that Certificate to the Delaware County Auditor no later than the second Monday in September (September 11, 2023) with direction that the assessments described in that Certificate be levied against the described parcels and be collected commencing in calendar year 2024 for the period set forth in that Certificate.

SECTION II: It is found and determined that all formal actions of this Council concerning and related to the adoption of this Resolution were adopted in open meetings of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were meetings open to the public, and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

WHEREFORE, pursuant to Section 4.07 (A) of the Sunbury Charter this Resolution shall take effect and be in force immediately from and after its passage.

VOTE ON SUSPENSION OF THE RULES

YEAS

NAYS

VOTE ON RESOLUTION 2023.19

YEAS

NAYS

PASSED _____

Joseph St. John, Mayor

ATTEST:

Amber Swain, Clerk of Council

CERTIFICATION

I hereby certify on this _____ day of August, 2023, that the foregoing is a true and accurate copy of the Resolution passed at the meeting held on August, _____ 2023 of the Council of the City of Sunbury of the County of Delaware, State of Ohio.

Amber Swain, Clerk of Council

ORDINANCE NO. 2023.16

A ORDINANCE ACCEPTING A PETITION FOR ANNEXATION OF TERRITORY CONSISTING OF 84.97 +/- ACRES OF LAND LOCATED IN BERKSHIRE TOWNSHIP, DELAWARE COUNTY AND OWNED BY WILLIAM R. ROGERS II, LORIE LYNN LOTZGESELLE, RICH ROGERS, TRUSTEE REPLACING WILLIAM ROGERS AND PATRICIA ROGERS, BOTH DECEASED AND FORMER TRUSTEES OF THE WILLIAM ROGERS AND PATRICIA ROGERS FAMILY TRUST AGREEMENT UTA 7-3-06, MARY ROGERS TRUSLER, TRUSTEE U/A DATED THE 14TH DAY OF AUGUST 2009, AND JOHN A. ROGERS AND DECLARING AN EMERGENCY

WHEREAS, David W. Fisher, as agent for William R. Rogers II, Lorie Lynn Lotzgeselle, Rich Rogers, Trustee Replacing William Rogers and Patricia Rogers, both deceased and former Trustees of the William Rogers and Patricia Rogers Family Trust Agreement UTA 7-3-06, Mary Rogers Trusler, Trustee U/A dated the 14th Day of August 2009, and John A. Rogers, the owners of certain real property, more specifically described in Exhibit "A", attached hereto, filed a Petition for Annexation of 84.97 ± acres, more or less, to the City of Sunbury; and

WHEREAS, pursuant to Ohio Revised Code 709.04, the City of Sunbury now wishes to formally accept said petition for annexation.

NOW, THEREFORE, BE IT ORDAINED by the Council for the City of Sunbury, Delaware County, State of Ohio, that:

SECTION I: Pursuant to Ohio Revised Code 709.04 the City of Sunbury hereby accepts the petition for annexation of 84.97 ± acres, from Berkshire Township to the City of Sunbury pursuant to the petition filed by David W. Fisher, as agent for William R. Rogers II, Lorie Lynn Lotzgeselle, Rich Rogers, Trustee Replacing William Rogers and Patricia Rogers, both deceased and former Trustees of the William Rogers and Patricia Rogers Family Trust Agreement UTA 7-3-06, Mary Rogers Trusler, Trustee U/A dated the 14th Day of August 2009, and John A. Rogers.

SECTION II: It is found and determined that all formal actions of this Council concerning and related to the adoption of this Ordinance were adopted in open meetings of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were meetings open to the public, and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION III: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the citizens of the City of Sunbury, Ohio, to finalize the annexation of the subject property and thus facilitate participation with the City of Sunbury in thoroughfare and public infrastructure planning at the earliest possible date; to facilitate implementation and funding of adequate infrastructure financing mechanisms at the earliest possible date; to allow construction of the infrastructure improvements, including the first stage of the future interchange, at the earliest possible date, thus improving roadway infrastructure for City residents to begin at the earliest possible date; to facilitate housing opportunities for City residents in the interchange area at the

earliest possible date and to commence collection of associated income tax revenues at the earliest possible date.

WHEREFORE, this Ordinance shall take effect and be in force immediately from and after its passage.

VOTE ON SUSPENSION OF THE RULES	YEAS	NAYS
	_____	_____
VOTE ON EMERGENCY	YEAS	NAYS
	_____	_____
VOTE ON ORDINANCE 2023.16	YEAS	NAYS
	_____	_____

PASSED: _____, 2023

Joseph St. John, Mayor

ATTEST:

Amber Swain, Clerk of Council

CERTIFICATION

I hereby certify on this _____ day of _____, 2023, that the foregoing is a true and accurate copy of the Ordinance passed at the meeting held on _____, 2023 of the City of Sunbury, County of Delaware, State of Ohio.

Amber Swain, Clerk of Council

PROPOSED ANNEXATION
Containing 84.97 +/- Acres
From Berkshire Township to The City of Sunbury

This petition is filed as an expedited II annexation proceeding under sections 709.021
and 709.023 of the Ohio Revised Code

Situated in the State of Ohio, County of Delaware, Township of Berkshire, Farm Lots 8 and 23, Township 4, Range 17, United States Military Lands and being out of that 25.000 acre tract of land as conveyed to John A. Rodgers, of record in Official Record 962, Page 729, PID 41732001002002, out of that 28.000 acre tract of land as conveyed to Mary Rodgers Truster, Trustee, of record in Official Record 1661, Page 2477, PID 41732001002000, out of that 27.996 acre tract of land as conveyed to William R. Rodgers II and Lorie Lynn Lotzgeselle, of record in Official Record 1199, Page 1556, PID 41723001037001 and out of that 5.004 acre tract of land as conveyed to William and Patricia Rodgers Trustees, of record in Official Record 854, Page 70, all references being of record in the Recorder's office, Delaware County, Ohio, and being more particular described as follows:

Beginning at a point in the easterly right of way line of South Three B's and K Road, being a point on the southerly line of said 25.000 acre tract and being a point in the northerly line of a 8.605 acre tract of land as conveyed to Franklin Communications Inc., of record in Official Record 426, Page 930;

Thence North 3°49'17" East, with said easterly right of way line and through said 25.000 acre tract, said 28.000 acre tract and said 27.996 acre tract, a distance of 1009.08 feet, to a point in a southerly line of a 1.286 acre tract of land as conveyed to Deatra Jo Lee Trustee, of record in Official Record 1514, Page 1355;

Thence with the perimeter of said 1.286 acre tract the following courses:

South 86°27'11" East, a distance of 343.50 feet to a corner thereof;

North 3°49'16" East, a distance of 150.00 feet to a corner thereof;

North 86°27'11" West, a distance of 343.50 feet to a point in said easterly right of way line;

Thence North 3°40'01" East, with said easterly right of way line and through said 27.996 acre tract and through said 5.004 acre tract, a distance of 494.29 feet to a southeasterly corner of a 0.063 acre tract of land as conveyed to Dove Field Partners, LLC, of record in Official Record 1894, Page 571 and being a point in the existing City of Sunbury Corporation Line, of record in Deed Book 1362, Page 993, Resolution Number 2014-17, Ordinance Numbers 2015-11 and 2015-12;

Thence with the perimeter of said City of Sunbury Corporation Line and the perimeter of a 44.563 acre tract of land as conveyed to Dove Field Partners, LLC, of record in Official Record 1894, Page 571 the following courses:

South 85°27'46" East, a distance of 2136.63 feet, to a corner thereof;

South 3°40'00" West, a distance of 672.94 feet, to a corner thereof;

South 86°19'55" East, a distance of 449.08 feet, to a corner thereof and being a point in the westerly limited access right of way of Interstate 71;

Thence South 1°25'47" East, with said westerly limited access right of way, a distance of 512.02 feet, to the northeasterly corner of said 8.605 acre tract;

Thence with the perimeter of said 8.605 acre tract the following courses:

North 86°19'55" West, a distance of 437.58 feet to a corner thereof;

South 1°25'47" East, a distance of 319.76 feet to a corner thereof;

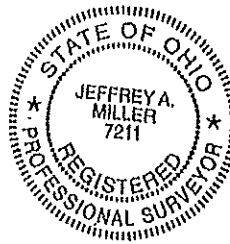
South 74°15'54" West a distance of 359.79 feet to a corner thereof;

North 86°19'55" West, a distance of 1885.54 feet to the POINT OF BEGINNING and containing 84.97 acres of land, more or less.

This annexation description is a general description of the location of the property to be annexed and is not a boundary survey as defined in the O.A.C. Chapter 4733-37. The above description is for annexation purposes only and not intended to be used for the transfer of real property.

The above annexation contains 3,258.65 lineal feet that is contiguous with the Existing Corporation Line of the City of Sunbury, with a total perimeter of 9,113.71 lineal feet to be annexed, that being 35.8% of the perimeter length that is contiguous to the Existing Corporation Line of the City of Sunbury. 1503.37 lineal feet of Township Road and 512.02 lineal feet of U.S. or State Route are affected by this annexation.

CESO, Inc.



Jeffrey A. Miller 2-17-23
Date
Jeffrey A. Miller, P.S. 7211
Ohio Registered Professional

Delaware County Engineer:
Map Department

I hereby certify the within to be a true copy of the original on file in the Map Department.

Chris E. Bauserman, P.E., P.S.,
County Engineer

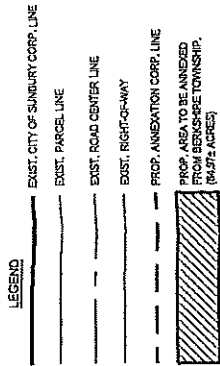
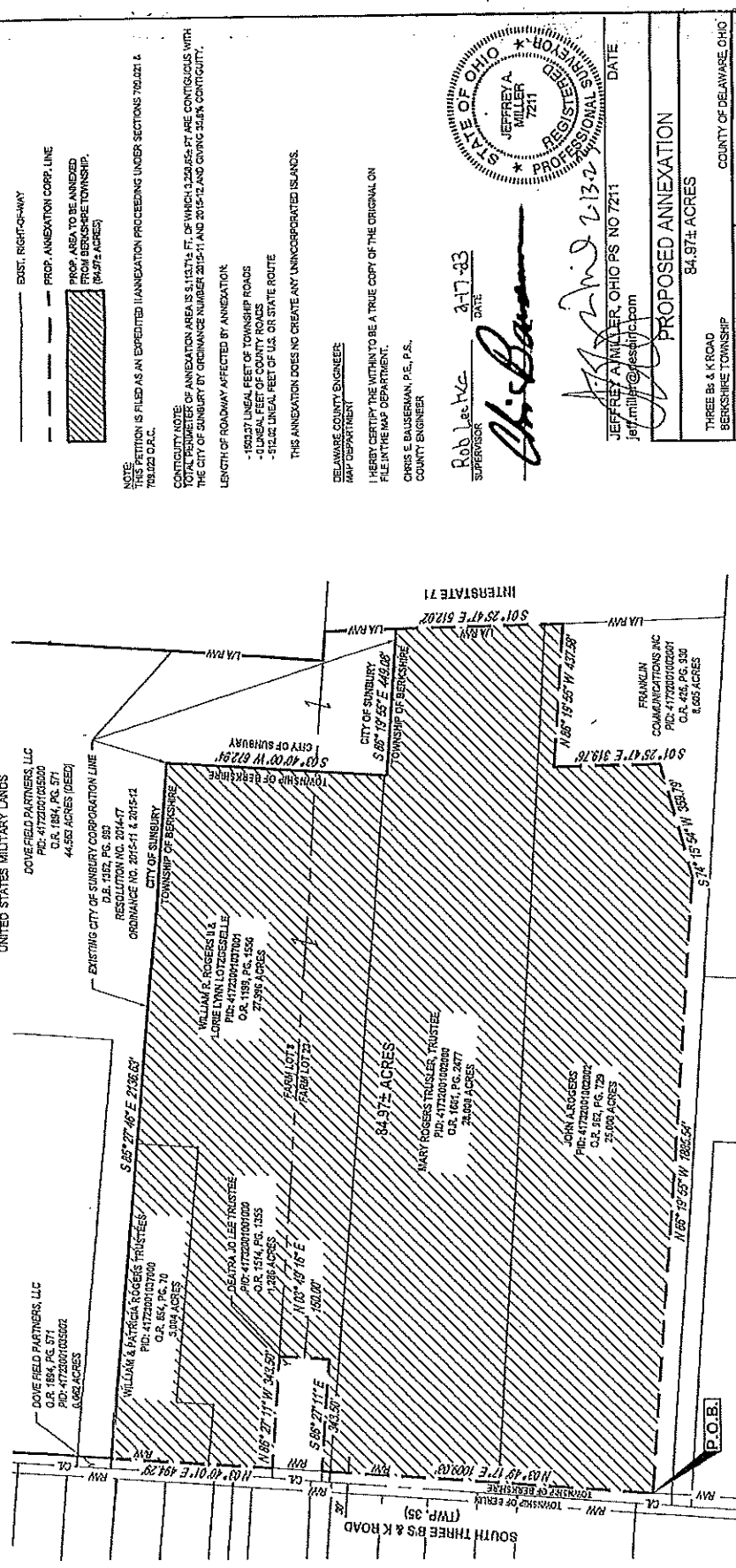
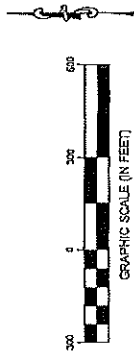
Rob Lectka 2-17-23
Supervisor Date

Chris Bauserman

MAP OF TERRITORY TO BE ANNEXED
FROM: TOWNSHIP OF BERKSHIRE
TO: CITY OF SUNBURY

SITUATED IN THE STATE OF OHIO, COUNTY OF DELAWARE, TOWNSHIP OF BERKSHIRE, FARM LOTS 8 & 23, TOWNSHIP 4, RANGE 17

UNITED STATES MILITARY LANDS



NOTE: THIS PETITION IS FILED AS AN EXPEDITED MAP PROCEEDING UNDER SECTIONS 760.021 & 760.022 O.A.C.

CONTOURY NOTE: TOTAL PERIMETER OF ANNEXATION AREA IS 5,113.71± FT. OF WHICH 3,226.55± FT ARE CONTIGUOUS WITH THE CITY OF SUNBURY BY ORDINANCE NUMBER 2015-11 AND 2015-12 AND CURING 55.81% CONTIGUITY.

LENGTH OF ROADWAY AFFECTED BY ANNEXATION

- 1503.37 LINEAL FEET OF TOWNSHIP ROADS
- 11.00 LINEAL FEET OF COUNTY ROADS
- 512.02 LINEAL FEET OF U.S. OR STATE ROUTE

THIS ANNEXATION DOES NOT CREATE ANY UNINCORPORATED ISLANDS.

DELAWARE COUNTY ENGINEER
MAP DEPARTMENT

I HEREBY CERTIFY THE WITHIN TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THE MAP DEPARTMENT.

CHRIS E BAUSERMAN, P.E., P.S.
COUNTY ENGINEER



Rob Lettke
SUPERVISOR

Jeffrey A. Miller
DATE: 2/13/22

DATE: 2/13/22

JEFFREY A MILLER, OHIO PS NO 7211
jeff.miller@cesoinc.com

PROPOSED ANNEXATION
84.97± ACRES

THREE BS & K ROAD
BERKSHIRE TOWNSHIP
COUNTY OF DELAWARE, OHIO

SCALE: 1" = 300'

DESIGN: NA
DRAWING: ABP
CHECKED: ALB

JOB NO.: 72637E
SHEET NO.: 1 OF 1

SURVEYOR:
CESO, INC.
280 CORPORATE EXCHANGE DR, STE 400
COLUMBUS, OH 43231
PHONE: 614.764.7880
CONTACT: JEFFREY A. MILLER, P.S.

THIS EXHIBIT WAS PREPARED FROM RECORD INFORMATION FROM THE DELAWARE COUNTY ENGINEER, RECORDER, AND AUDITOR'S OFFICE, AND IS NOT INTENDED FOR THE TRANSFER OF REAL PROPERTY.

August 8, 2023

City of Sunbury
9 East Granville Street
Sunbury, OH 43074
Attention: Daryl Hennessy, Administrator

Re: *US\$3,100,000 City of Sunbury, Ohio, General Obligation (Limited Tax) Capital Facilities Bonds, Series 2023, dated: Date of delivery, due: December 01, 2043, Public*

Dear Daryl Hennessy

Thank you for your request for a S&P Global Ratings credit rating as described above. We agree to provide the credit rating in accordance with this letter and the rating letter, and you agree to perform your obligations set out in sections 1, 2 and 3 of this letter. Unless otherwise indicated, the term "issuer" in this letter means both the issuer and the obligor if the obligor is not the issuer.

We will make every effort to provide you with the high level of analytical performance and knowledgeable service for which we have become known worldwide. You will be contacted directly by your assigned analytic team.

1. Fees and Termination.

In consideration of our analytic review and issuance of the credit rating, you agree to pay us the following fees:

Rating Fee. You agree to pay us a credit rating fee of **\$14,250** plus all applicable value-added, sale, use and similar taxes. S&P Global Ratings reserves the right to adjust the credit rating fee if the proposed par amount changes. Payment of the credit rating fee is not conditioned on S&P Global Ratings issuance of any particular credit rating.

Other Fees and Expenses. You will reimburse S&P Global Ratings for reasonable travel and legal expenses. Should the credit rating not be issued, you agree to compensate us based on our time, effort, and charges incurred through the date upon which it is determined that the credit rating will not be issued.

Termination of Engagement. This engagement may be terminated by either party at any time upon written notice to the other party.

2. Private and Confidential Credit Ratings.

Unless you request otherwise, the credit rating provided under this Agreement will be a public credit rating.

If you request a confidential credit rating under this Agreement, you agree that the credit rating will be exclusively for your internal use, and not to disclose it to any third party other than your professional advisors who are bound by appropriate confidentiality obligations or as otherwise required by law or regulation or for regulatory purposes.

If you request a private credit rating under this Agreement, S&P Global Ratings will make such credit rating and related report available by email or through a password-protected website or third-party private document exchange to a limited number of third parties you identify, and you agree not to disclose such credit rating to any third party other than (A) to your professional advisors who are bound by appropriate confidentiality obligations, (B) as required by law or regulation or for regulatory purposes, or (C) for the purpose of preparing required periodic reports relating to the assets owned by a special purpose vehicle that has purchased the rated

obligation, provided that the preparer(s) of the reports must agree to keep the information confidential and the private credit rating shall not be referred to or listed in the reports under the heading "credit rating," "rating" or "S&P rating", and shall be identified only as an "S&P Global Ratings implied rating" or similar term. If a third-party private document exchange is used, you agree to pay a one time administrative fee of \$10,000 in addition to the fees outlined in this Agreement. You also agree to maintain the list of third-parties authorized to access the private credit rating current and to notify S&P Global Ratings in writing of any changes to that list. S&P Global Ratings may make access to the private credit rating subject to certain terms and conditions, and disclose on its public website the fact that the rated entity or obligations (as applicable) has been assigned a private credit rating.

3. Information to be Provided by You.

To assign and maintain the credit rating pursuant to this letter, S&P Global Ratings must receive all relevant financial and other information, including notice of material changes to financial and other information provided to us and in relevant documents, as soon as such information is available. Relevant financial and other information includes, but is not limited to, information about direct bank loans and debt and debt-like instruments issued to, or entered into with, financial institutions, insurance companies and/or other entities, whether or not disclosure of such information would be required under S.E.C. Rule 15c2-12. You understand that S&P Global Ratings relies on you and your agents and advisors for the accuracy, timeliness and completeness of the information submitted in connection with the credit rating and the continued flow of material information as part of the surveillance process. You also understand that credit ratings, and the maintenance of credit ratings, may be affected by S&P Global Ratings opinion of the information received from issuers and their agents and advisors.

4. Other.

S&P Global Ratings has not consented to and will not consent to being named an "expert" or any similar designation under any applicable securities laws or other regulatory guidance, rules or recommendations, including without limitation, Section 7 of the U.S. Securities Act of 1933. S&P Global Ratings has not performed and will not perform the role or tasks associated with an "underwriter" or "seller" under the United States federal securities laws or other regulatory guidance, rules or recommendations in connection with a credit rating engagement.

S&P Global Ratings has established policies and procedures to maintain the confidentiality of certain non-public information received from issuers, their agents or advisors. For these purposes, "Confidential Information" shall mean verbal or written information that the issuer, its agents or advisors have provided to S&P Global Ratings and, in a specific and particularized manner, have marked or otherwise indicated in writing (either prior to or promptly following such disclosure) that such information is "Confidential."

S&P Global Ratings does not and cannot guarantee the accuracy, completeness, or timeliness of the information relied on in connection with a credit rating or the results obtained from the use of such information. S&P GLOBAL RATINGS GIVES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. S&P Global Ratings, its affiliates or third party providers, or any of their officers, directors, shareholders, employees or agents shall not be liable to any person for any inaccuracies, errors, or omissions, in each case regardless of cause, actions, damages (consequential, special, indirect, incidental, punitive, compensatory, exemplary or otherwise), claims, liabilities, costs, expenses, legal fees or losses (including, without limitation, lost income or lost profits and opportunity costs) in any way arising out of or relating to a credit rating or the related analytic services even if advised of the possibility of such damages or other amounts.

With respect to each rating that you have asked S&P Global Ratings (a "nationally recognized statistical rating organization") to rate under this Agreement, you understand that S&P Global Ratings is required under Rule 17g-7(a)(1)(ii)(J)(1) through (2) under the Securities Exchange Act of 1934 (hereafter "J1/J2"), to determine, ahead of publication of the rating, the entity paying for credit rating services, the role that entity undertakes, and whether the entity paying for credit rating services has also paid S&P Global Ratings for ancillary services during the most recently ended fiscal year. You acknowledge that the undersigned contracted party is the entity responsible for payment of credit rating services, and will, by default, be the legal entity S&P Global Ratings uses for its J1/J2 disclosures, unless otherwise indicated by you. To the extent that you do not expect to pay the fees due under this Agreement directly, you undertake to notify S&P Global Ratings, in writing and in advance of any credit rating publication, of a) the full legal name, address and role of the entity that will be the recipient ("bill-to") of S&P Global Ratings invoices due under this Agreement and b) where different to the bill-to entity, the full legal name, address and role of the entity that will be the payer of invoices; you understand that we cannot use a paying agent or similar intermediary for the purpose of the disclosure. You understand, as

contracting party, your role in enabling S&P Global Ratings to accurately present the disclosure of its credit ratings.

Please feel free to contact Steven Culley at steven.culley@spglobal.com if you have any questions or suggestions about our fee policies. In addition, please visit our web site at www.standardandpoors.com for our ratings definitions and criteria, research highlights, and related information. We appreciate your business and look forward to working with you.

Sincerely yours,
Blakely Fishlin

By :

A handwritten signature in blue ink that reads "Blakely Fishlin". The signature is written in a cursive style and is positioned to the right of the "By :" text.

Name: Blakely D. Fishlin

Title: Director, Sr. Lead, Product Management & Development
sc

cc:

Alyssa Thieman, Consultant
Baker Tilly Municipal Advisors LLP

S&P Global Ratings - Data Protection Appendix to Terms and Conditions

1. **This Appendix:** This Data Protection Appendix (“Appendix”) is incorporated into the Engagement Letter and S&P Global Ratings Terms and Conditions (together, the “Agreement”) between S&P Global Ratings and you. In the event of conflict, this Appendix takes priority over the provisions of the Agreement but solely to the extent of the conflict.

2. **Definitions:** All words, terms or phrases, the meaning of which are defined in the Agreement, shall have the same meaning where used in this Appendix. In this Appendix, the following terms shall have the following meanings:

"controller", "processor", "data subject", "personal data", "processing", "process", "special categories of personal data" and "joint controller" shall have the meanings given in Applicable Data Protection Law; where these terms are not defined in the Applicable Data Protection Law, they shall have the meaning given to them in the GDPR;

"Analytical Data" means underlying personal data contained within the information which is provided to S&P Global Ratings for the purposes of the provision of the Services, such as the personal data of individuals who have financial products in place which are relevant to the issuing of a rating;

"Applicable Data Protection Law" shall mean, as applicable, the **EU General Data Protection Regulation (Regulation 2016/679)** (as may be amended, superseded or replaced) ("**GDPR**") and all other supplemental or implementing laws relating to data privacy in the relevant European Union member state, including where applicable the guidance and codes of practice issued by the relevant supervisory authority, and/or all applicable data protection and privacy laws, regulations, binding guidance and mandatory codes of practice of other countries;

"Client Data" means personal data of data subjects, such as your employees, associates or partners, that is provided to S&P Global Ratings during the provision by S&P Global Ratings of the Services to you, such as name, job title, name of employer, office email address, office physical address, internet protocol address, office telephone number and language selection (and excludes special categories of personal data);

"Data" means Analytical Data and Client Data;

"Destination Jurisdiction" means a jurisdiction in respect of which additional safeguards are required under Applicable Data Protection Law of the Origin Jurisdiction in order lawfully to transfer personal data overseas to that jurisdiction;

"Origin Jurisdiction" means any of the following: a jurisdiction within the European Economic Area, the United Kingdom, Switzerland or Dubai International Financial Centre;

"Permitted Purpose" means processing in accordance with Applicable Data Protection Law:

(A) by employees, officers, consultants, agents and advisors of S&P Global Ratings or its affiliates of Data: (i) to provide ratings and other products and services (the "**Services**") to you, (ii) to communicate with you regarding the Services that may be of interest to you, (iii) as described in the S&P Global Ratings' Use of Information section of the Agreement and (iv) as otherwise permitted in the Agreement;

(B) of personal data by you to access and use the Services;

"Restricted Transfer" means a transfer of Data from within an Origin Jurisdiction, or that is otherwise subject to Applicable Data Protection Law of an Origin Jurisdiction, to a Destination Jurisdiction;

"Standard Contractual Clauses" means the standard contractual clauses (as adopted by European Commission Decision 2021/914 on 4 June 2021) for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (a copy of the current version of which is accessible at: https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj), as completed in the form available at: https://www.spglobal.com/assets/documents/ratings/ratings_scc_controller_to_controller_final.pdf, and which shall be deemed incorporated into this Appendix by reference solely for purposes of Clause 8 of this Appendix and within which you are the "**Data Exporter**" and S&P Global Ratings is the "**Data Importer**", and modified, if appropriate, by the UK Addendum; and

"UK Addendum" means the International Data Transfer Addendum to the EU Commission Standard

3. Disclosure of data: Each party will only disclose personal data to each other to process strictly for the Permitted Purpose. You confirm that you are entitled to provide Client Data to S&P Global Ratings for the Permitted Purpose, including obtaining data subject consent where required by Applicable Data Protection Law.

4. Relationship of the parties: Except as may be specifically otherwise agreed, the parties acknowledge that you are a **controller** of the Data you disclose to S&P Global Ratings and that S&P Global Ratings will process the Data you disclose to S&P Global Ratings as a separate and independent controller strictly for the Permitted Purpose. In no event will the parties process the Data as joint controllers. Each party shall be individually and separately responsible for complying with the obligations that apply to it as a controller under Applicable Data Protection Law. Please see our Customer Privacy Policy (available at <https://www.spglobal.com/corporate-privacy-policy>) and Cookie Notice (available at <https://www.spglobal.com/corporate-privacy-policy/corporate-privacy-and-cookie-notice>) for further information regarding how personal data that you provide to S&P Global Ratings in connection with the Services will be used and maintained.

5. Notifications: Where required by applicable law, each party ("**Notifier**") will inform the other promptly after any inquiry, communication, request or complaint relating to Notifier's processing of the personal data transferred by the other party to the Notifier under this Appendix which is received from: (i) any governmental, regulatory or supervisory authority, (ii) any data subject or (iii) any other person or entity alleging unlawful or unauthorized processing.

6. Use and Restrictions on Use: Notwithstanding the information that you are entitled to use from the Services and distribute to third parties to the extent permitted by the Agreement, you shall not distribute or use any personal data to which you have had access when receiving the Services other than for the Permitted Purpose.

7. Security: The parties shall implement appropriate technical and organisational measures to protect the Data from: (i) accidental, unauthorized or unlawful destruction and (ii) loss, alteration, unauthorised disclosure of or access to the Data.

8. International Transfer of Data:

8.1 This Clause 8 and the Standard Contractual Clauses, as modified by the UK Addendum where required by Applicable Data Protection Law, shall apply only with respect to Data transferred from or relating to residents of an Origin Jurisdiction to S&P Global Ratings and its affiliates in a Destination Jurisdiction.

8.2 S&P Global Ratings may process (or permit to be processed) any Data in any jurisdiction (including any Destination Jurisdiction) or receive and make Restricted Transfers in relation to any Data provided that it does so in accordance with Applicable Data Protection Law.

8.3 To the extent that you are subject to Applicable Data Protection Law, the Standard Contractual Clauses shall: (i) apply, to the extent required by Applicable Data Protection Law, to Restricted Transfers by you (as Data Exporter) to S&P Global Ratings (as Data Importer); (ii) be deemed to be populated with your details as set out in the Agreement; (iii) be incorporated into and made a part of this Appendix; and (iv) be deemed to be executed by you executing the Agreement.

8.4 To the extent that the Standard Contractual Clauses apply between S&P Global Ratings and you:

(a) Where the Origin Jurisdiction is not within the European Economic Area, the Standard Contractual Clauses shall be construed in light of the equivalent provisions of relevant Applicable Data Protection Law of the Origin Jurisdiction insofar as Applicable Data Protection Law permits, and in particular references within the Standard Contractual Clauses: (i) to provisions of the GDPR shall be read as being references to any equivalent provisions in the Applicable Data Protection Law of the Origin Jurisdiction; (ii) to Member States and the Union shall be read as being references to the relevant Origin Jurisdiction; and (iii) to third countries shall be read as being references to the relevant Destination Jurisdiction, in each case as the context requires and (iv) shall be interpreted as modified by the UK Addendum where required by Applicable Data Protection Law;

(b) Each party shall perform its obligations under the Standard Contractual Clauses at its own cost; and

(c) If the Standard Contractual Clauses are amended or replaced, the parties agree to take steps to put in place any amended or replacement version between them, as required by Applicable Data Protection Law.

9. Survival: This Appendix shall survive termination or expiry of the Agreement. Upon termination or expiry of the Agreement, S&P Global Ratings may continue to process the Data, provided that such processing complies with the requirements of this Appendix and Applicable Data Protection Law.

