



## **City Council Meeting Agenda**

**Tuesday, October 12, 2021**

**6:00 PM**

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- 1) Call to Order**
- 2) Roll Call of Members**
- 3) Pledge of Allegiance**
- 4) Presentations/Special Guests**
- 5) Public Comments**
- 6) President's Report**
- 7) City Attorney Report**
- 8) Administrative Update:**
  - A) Service Department- Service Director, Andy Bashore
  - B) Police Department Update- Chief Rinehart
  - C) Recreation and Parks Update- Mike Price
  - D) Finance Department Update- Bill Harvey
  - E) Mayor's Update
- 9) Consent Agenda:**
  - A) September 28, 2021 City Council Meeting Minutes
  - B) September 28, 2021 City Council Budget Meeting Minutes
  - C) Ordinance #37-21 accepting the donation of a Recreation Easement consisting of two sites (0.981 acres and 1.471 acres respectively), adjacent to and west of Sheridan Avenue to the City of Bexley. (Introduced by Matt Klingler on September 14, 2021)
  - D) Resolution #12-21 Accept tax amounts and and rates as determined by the Budget Commission and authorizing the necessary tax levies and certifying them to the County Auditor. (Introduced by Troy Markham on September 14, 2021)
- 10) Ordinances/Resolutions with visiting presenters**
  - A) Ordinance 41-21 accepting the proposed donation of the Columbia Place private street in the Columbia Place subdivision by the City of Bexley for a public street. (Introduced by

Jessica Saad September 28, 2021)

**11) Third Readings:**

- A) Ordinance #39-21 to amend the Bed and Breakfast at 519 South Drexel Avenue in the City of Bexley, Ohio. (Introduced by Jessica Saad on September 14, 2021)
- B) Resolution #13-21 to adopt the 2021 recommendations of the Bexley Tax Incentive Review Council regarding tax-abated properties in the City of Bexley. (Introduced by Troy Markham on September 14, 2021)
- C) Ordinance #38-21 to amend Chapter 1230.42, Impervious Cover definition, and Chapter 1230.49, Lot Coverage, Overall definition, in order to specify the treatment of artificial turf as impervious cover for the purposes of lot coverage calculations. (Introduced by Jessica Saad on September 14, 2021)

**12) Second Readings:**

- A) Ordinance 40-21 to specify overtime pay provisions for City employees who worked community events on July 4, 2021 and September 5, 2021 (Introduced by Troy Markham 9/28/21)

**13) First Readings:**

- A) Ordinance #42-21 to authorize a transfer from the Road and Alley Fund of \$2,379 to the Bond Retirement Fund and to appropriate \$2,379 from the Bond Retirement Fund, to appropriate \$43,307 from the Water Fund and to appropriate \$1,904 from the Sewer Fund to pay debt service related to the South Roosevelt and Ashbourne Improvement Project. (Introduced by Troy Markham on October 12, 2021)
- B) Ordinance #43-21 to authorize the Mayor and Auditor to enter into a contract between the City of Bexley and Franklin County Public Health. (Introduced by Jen Robinson on October 12, 2021)
- C) Ordinance #44-21 to authorize a transfer from the General Fund to the City Hall TIF Fund (Fund 52) in the amount of \$20,250. (Introduced by Troy Markham on October 12, 2021)

**14) Tabled Ordinances:**

- A) Ordinance 24-21 (Tabled), to award the Bexley Electricity Aggregation Program contract to AEP Energy, based upon the terms and conditions provided for in their RFP, as modified by the Board of Control, introduced by Mr. Sharp. (Introduced on May 25, 2021)
- B) Ordinance 12-21 (Tabled), to adopt and approve the City of Bexley Electric Aggregation Plan of Operation and Governance, and to declare an emergency, introduced by Mr. Sharp (introduced on March 9, 2021).

**15) Service and Environmental Committee - Richard Sharp, Chair**

**16) Finance Committee - Troy Markham, Chair**

**17) Safety and Health Committee - Jen Robinson, Chair**

**18) Zoning and Development Committee - Jessica Saad, Chair**

**19) Recreation and Parks Committee - Matt Klingler, Chair**

**20) Judiciary and Strategic Committee - Monique Lampke, Chair**

**21) Public Comments (No Speaker Slip Required)**

**22) Adjourn**

*All agendas are subject to change.*

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**City Council Policy for Correspondence:**

All correspondence addressed to City Council or requested to be distributed to City Council by the sender is a matter of public record and will be placed on the City of Bexley Website ([www.bexley.org](http://www.bexley.org)) at Public Documents > City Council > Council Correspondence. If the subject of the correspondence is not on the Council Agenda, the sender may discuss the issue during Public Comments. If the subject of the correspondence is on the Council Agenda, the sender may discuss the issue at the time the issue is addressed during the Council meeting.

**City Council Policy for Public Comments:**

Members of the public are encouraged to provide comments to City Council at the following times:

**For issues that are not on Council's agenda:**

- At a designated public comment period near the beginning of the meeting

**For items on Council's agenda (when speaker slip has been filled out in advance):**

- During an ordinance or resolution that is being discussed
- Residents may submit up to two separate speaker slips per meeting
- Please note that the speaker slip must be filled out prior to entering Council chambers and must be promptly handed to the Council secretary

**For items on Council's agenda (when a speaker slip has not been filled out in advance):**

- During the public comment period after a motion has been made and seconded to adopt an ordinance or resolution (typically the third reading)
- During a designated public comment period at the end of the meeting

**Time limits for public comments:**

While City Council will not routinely impose time limits on either Agenda or Non-Agenda visitors who wish to address City Council, those commenting are asked to confine their remarks to approximately five (5) minutes and for Agenda items, to direct their comments to the subject matter being addressed in the legislation. This five minute limitation also applies to City Council members per 220.01 (rule 13).

**Additional guidelines for public comments:**

- Any speaker addressing Council shall provide his/her name and address.
- Undue interruption or other interference with the orderly conduct of remarks is not permitted.
- Defamatory or abusive remarks are always out of order.
- Violation of this policy may result in termination of the speaker's comments and/or removal from the meeting



## **Service Department Update**

### **Service Director**

### **Andy Bashore**

**October 12th, 2021**

#### **Street Department:**

The Street Dept. crews have been doing multiple concrete pours in various locations throughout the city. The crew is also working on asphalt patches.

#### **Water and Sewer Department:**

The Water/Sewer crew continues to clean and video the main lines. The crews have also been working on our valve exercising program and replacing valves when necessary. The crew has replaced five valves in the last two weeks.

#### **Urban Forestry/Grounds Maintenance:**

The tree crews continue to work on tree pruning and removals. The grounds crew are mowing, bed maintenance, and watering flower baskets. The flower pots have been installed along Livingston.

#### **2021 Street Projects**

Vernon-Main to Livingston- The project is complete other than sign replacement.

Drexel-Main to Broad-Preliminary work is complete. The water main, storm, and sanitary work is underway. The project will include water line replacement, storm line improvements, and asphalt resurfacing. This will be a joint project between the City and ODOT.

The 2021 annual street project is complete

Caroline-from Drexel to Cassady

Charles-from Sheridan to College

Pleasant Ridge-from Main to Mound

Mound-Pleasant Ridge to Euclaire

## **2021 Sidewalk Project**

The project is complete, the project area was in the central area of the City and is roughly between Cassady to Remington.

## **Service Dept. Highlights**

- The back-flow preventer program is under way. Inspections are taking place. So far, there have been 90 inspections that residents have scheduled with the contractors.
- The Drexel Ave. sewer relining is underway and should be complete in late November.
- The 2019-2020 sewer relining project that has been delayed due to covid-19 resumed on 9/23/2021 and should be complete in late October.
- The 2021 sewer relining project will start in mid-November.
- The service department took delivery of the new street sweeper on 9/15 and it has been in use.
- Our annual tree planting project started on 9/14. 300 trees will be planted throughout the city. The project will be complete in late November.
- The South Cassingham mid-block east-west alley safety project will be complete next week. Stop signs, pavement markings, and speed bumps are being installed in the alley.



## Council Update – Chief of Police

October 12, 2021

**Comments from Animal Control Officer Jennings:** Fall is here and that means Halloween is right around the corner. There are things we need to think of to keep our pets safe during Halloween.

Do not keep candy where pets can get it and eat it. Some candy is toxic to pets and candy packages can cause blockages if consumed.

If you put a costume on your pet make sure your pet is not stressed by this. Yes, they are cute in costumes but it can be very stressful for some pets. Also make sure the costume does not impair their sight, hearing, or have small items hanging from it that a pet may chew off and consume. If your pet doesn't like wearing a costume try a festive collar or bandana.

Keep pets away from lit pumpkins or candles. A pet could easily start a fire by knocking one of these items over.

If your pet gets stressed by a lot of activity, and people, then keep them locked up during peak trick or treating hours. Some pets don't like all the activity and scary costumes so it is very stressful for them. If you keep them out during this time, watch the open door. Many pets will slip out an open door and we may not see them while we are distracted by trick or treaters. Last but not least make sure your pet is wearing their collar with an ID tag. If they do slip out this will help get them home quicker.

Happy **HOWL**oween!!!

**Comments from Administrative Sergeant Overly:** The Citizens Police Academy Alumni toured the Columbus Police Department Training Academy earlier this month to see where our new candidate will be attending.

Citizen Police Academy students participated in CPR and AED training on October 6<sup>th</sup>.

The department will be giving 100 turkey dinners to those in need this holiday season. Registration will open on October 22<sup>nd</sup>.

**Comments from Detective Sergeant Brickey:** It seems like a lot has been going on since the last council meeting. CPD called for another meeting with surrounding agencies regarding the continued spike in serious juvenile crime. Officers on 3<sup>rd</sup> shift recently seized a bb gun that looks identical to a Glock pistol from a group of teens driving through the city. Their parents said they

had taken the car without their permission. This problem doesn't seem to be going away any time soon. We will continue to work to keep our residents as safe as possible.



Pictured: Standard Glock Pistol and one BB Gun that looks very much like the other. Our officers seized the fake pistol without incident. We are fortunate that this didn't have a tragic ending.

Det. Briley has received notification of a Combined DNA Index System (CODIS) hit on items submitted from the Bexley Optical Breaking and Entering earlier this year. It appears that at least 4 persons made off with a high valued heist of designer frames from the store after hours. Stores in Upper Arlington were hit during the same timeframe. We believe it is also linked with cases near Cleveland and Akron as well. There's still a lot of legwork to be done to wrap up this case, but we should be able to bring these suspects to justice. There wasn't initially a lot to go on with this case so this is really a testament to the tenacious work of our officers and detectives.

Officers have encountered 7 drug related offenses, 3 weapons law violations, 4 OVIs, 4 burglaries, and 19 theft offenses. 8 of those thefts were from vehicles. Detectives and officers have a good idea that a forty-seven year old suspect is the guy responsible for a lion's share of those thefts. This guy is a repeat offender that seems to really enjoy plying his craft in our good city. We hope to have enough evidence to bring charges very soon but I still can't emphasize just how important it is to keep your cars and homes locked. Keep valuables out of sight. Hardening the target is our current best option for limiting the impact from those who would seek to liberate our property from our possession.

And lastly, I would like to share that our very own Ofc. Glick will be honored during Franklin County's 2021 Law Enforcement Recognition Ceremony next week. Ofc. Glick is a frequently mentioned in the council update and I'm sure you are all just as proud of Ofc. Glick as we are...Bexley is truly fortunate to have officers of his caliber.

#### **Statistics:**

Dates	Calls for Service	Reports	Thefts	Burglaries	Robberies	Arrests
1/1 - 10/6/2021	9644	1373	218	47	11	339
1/1 - 10/6/2020	9580	1215	218	67	8	310
10/6/20 - 10/6/21	11972	1717	300	65	14	406
10/6/19 - 10/6/20	13106	1601	283	85	10	408

**Recreation Board Meeting:**

- The Recreation Board was scheduled to meet on Wednesday, October 6<sup>th</sup> at 5:30p at City Hall. Unfortunately, due to some illnesses, we did not have enough members for a quorum, so no official meeting was held.
- The next board meeting is scheduled for Wednesday, November 3<sup>rd</sup> at 5:30p at City Hall.

**Bexley Senior Center:**

- Huge thank you to the Bexley Community Foundation for awarding the City of Bexley a \$30,000 grant to be used to outfit the senior center with supplies and equipment.
- We are currently in the process of meeting with contractors to get pricing for improvements to the building, with a focus on painting, floors, and plumbing. Funds from the senior center feasibility line item will be used to make these improvements. Additionally, the Bexley Activities Club has also committed to providing financial support for the project.
- Thank you to the CIC for committing to the temporary use of this building for the senior center.
- We are very excited about this opportunity and look forward to the next chapter of improved senior services for our community.

**Community Ice Rink:**

- We are excited to announce that the Community Ice Rink, funded by the Bexley Community Foundation will be back again this winter.
- The location for the rink has changed and will move from the tennis courts to the Jeffrey Park lower meadow by the pool parking lot.
- The current plan is to have the ice rink set up in late December. With some help from Mother Nature, we hope to have a bit longer skating season this winter. More details to come.



**Pool Report:**

- The David H. Madison pool report was set to be formally presented to the Recreation Board on Wednesday, October 6<sup>th</sup>, but since there was not a quorum we held off on the report presentation.
- With that said, here are a few highlights from the report:
  - Operating Net: Initial estimates for the pool season showed the potential for a \$75,000 operating loss. The 2021 actual operating net was a loss of just over \$6,600.
  - 2021 memberships sold – 809 (2019 – 807) with 2,614 total individual members (2019 – 2584)
  - 2021 Average Daily Attendance – 600 (2019 – 417). Note, 2021 saw the installation of Sensource electronic people counter.





# BEXLEY TIMES

City of Bexley Quarterly Newsletter

Volume N° 53 - October to December, 2021

## ON THE FLIP SIDE:



Trick-or-Treat is October 28 at 5:30 pm



Mayor's Court Update



Leaf Management Tips



Calendar of Events

## From the Mayor's Desk

# LIVINGSTON // REIMAGINED



Mayor Ben Kessler

### How to participate and what to expect from the *Bexley/Columbus Joint Livingston Avenue Plan*

On a sunny fall day in 2019 my cell phone rang with an incoming call from the police dispatcher line. These calls don't typically deliver good news, and this incident was no exception. A car had hit a home on Livingston Avenue. Thankfully, no one was hurt, but the property damage was extensive, and as I visited with the resident, I heard stories that were becoming far too common. Speeding and reckless driving was on the rise, and this situation was neither the first nor the last frightening incident to occur. My takeaway was clear: the need to find a meaningful, actionable plan for the improvement of the Livingston Avenue corridor was a top priority.



Livingston Avenue was already on the City's radar. In 2014, we had begun asking Columbus to consider a joint plan

to improve the corridor. With the Bexley municipal line not beginning until north of the Livingston sidewalk, Bexley has not historically had a formal role in any infrastructure, policy, or policing in the corridor. Yet our residents and businesses located on or near Livingston are clearly and directly impacted by a corridor that seems utterly disconnected from the neighborhood fabric of Bexley, Eastmoor, and Berwick.

A bold and meaningful solution for Livingston Avenue requires partnership and investment between Columbus and Bexley. It took several years of concept discussion to reach a tacit commitment for a multi-jurisdictional planning process; however, when cars began running up yards and into homes, these conversations became more serious and urgent.

The Joint Livingston Avenue Plan process is designed to address more than just traffic and pedestrian safety.

***Continued on next page...***



## LIVINGSTON // REIMAGINED (continued)

***Letter to the community continued from front cover...***

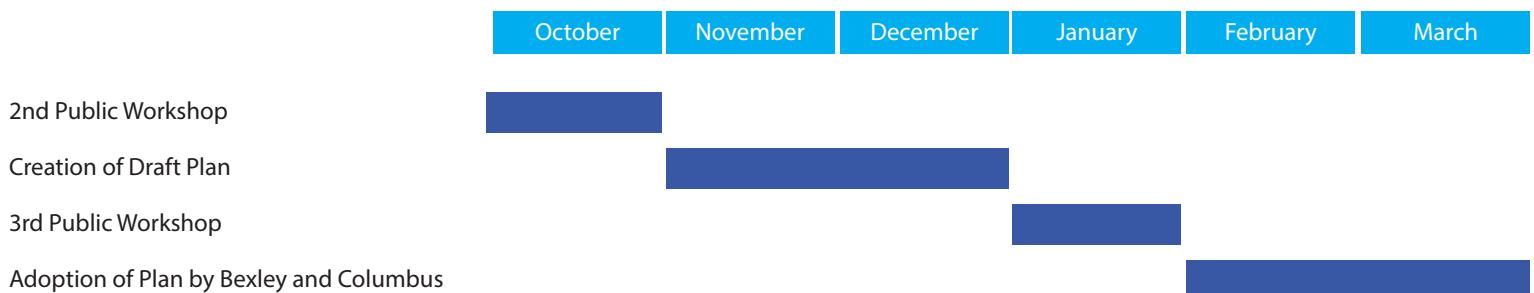
Streetscape, beautification, zoning standards, and other considerations are to be addressed, and recommendations will focus on supporting the partnership of our jurisdictions. Our goal is to ensure that the research, plans, and recommendations are channeled into true, realized solutions.

It's essential that the plans we develop are realistic and actionable, and they include robust community input and buy-in. With this partnership in place and inertia behind this important initiative, we have an opportunity to craft a plan that can be implemented; now we need to make sure that this plan is the best that it can be.

Public feedback opportunities to date have included workshops and surveys, but there is still plenty of time and opportunity to offer your input. Visit [bexley.org/livingston](http://bexley.org/livingston) for more information, and I hope to see you at upcoming Livingston planning events!

**Mayor Ben Kessler**

Joint Livingston Avenue Plan - Current Timeline:





## Trick-or-Treat is Thursday, October 28

Get your costumes and treats ready! Trick-or-Treat in Bexley is taking place on **Thursday, October 28 from 5:30 - 7:00 pm, rain or shine**. This is the recommended Trick-or-Treat date set by the Mid-Ohio Regional Planning Commission. Cases of COVID-19 still indicate high community spread, therefore, we recommend the following:

- Participate in Trick-or-Treat with those in your household
- Wear face masks and maintain social distance when necessary; remember, trick-or-treaters under 12 are unvaccinated.

One of the programs that makes Bexley's Trick-or-Treat event so special is our Halloween Patrol, which relies on up to 300 volunteers to help keep our celebrations safe! If you'd like to volunteer to help out this year, visit

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*Please note that there is often inclement weather at the end of October. Based on the logistics of our Halloween Patrol and our police and service department employee scheduling, Trick-or-Treat will not be canceled or rescheduled except in the event of extreme weather conditions.*

## Harvest Festival on Friday, October 22

Bexley Recreation and Parks is hosting the annual Harvest Festival on **Friday, October 22 from 6:00 - 8:00 pm** at Jeffrey Park. At this event, participants will enjoy an enchanted walk, corn maze, bonfire, games, a carved pumpkin competition, and so much more. This free community event is suitable for all ages! Visit [bexley.org/harvestfest](http://bexley.org/harvestfest) for details!

### **Menu (Purchase Required)**

- Mayor Kessler's Harvest Chili
- Papa John's Pizza by the Slice
- All-Beef Hot Dogs

### **COVID-19 Safety Measures**

Masks are required at this event except while eating or drinking. Participants are encouraged to social distance when necessary.





Officer Chapman and the Cross with a Cop program

## Update from the Police Department

Summer was busy for the Police Department, with a number of new programs and initiatives, on top of keeping shifts fully staffed to support major community events such as the 4th of July celebrations, Pelotonia, and the Labor Day Block Party.

### Community Programs

The **Citizens Police Academy** launched its seventh class this September; Bexley's bike patrol officers helped with the logistics and coordination of the **Re-Cycle Bikes program**, which repairs and rehomes donated bikes to individuals in need; the BPD and Citizens Police Academy Alumni held another successful **School Supply Drive**; **Cross with a Cop** events helped orient middle school students on safely crossing Broad and Main Streets; and the BPD and Citizens Police Academy Alumni are gearing up for another **turkey and thanksgiving dinner drop-off** for families in need in our community.

### Livingston Watch

Over the spring and summer, BPD staffed extra patrols on Livingston Avenue during a period of time when crime along the corridor was increasing. While Bexley Police can't enforce traffic laws along Livingston, the extra visibility and presence was designed to help calm activity within the Bexley mile along Livingston.

### Project Taillight

The Mayor's Office is working to coordinate a Project Taillight Program, in order to assist income eligible individuals with repairing equipment violations. With approximately 90% of EV stops resulting in warnings as opposed to citations, this program will provide additional resources at the time of stop for those who may need it. The goal is to fund and launch this program by early 2022.

### Project Bikelight

We've partnered with Developmental Assets Resource Network (DARN) to provide bike lights to cyclists riding after dark without lights. Bexley cruisers now carry bike lights for distribution to cyclists who are out after dark without lights.

### Youth Interaction Policy Working Group

A working group of experts in social and emotional health, education, the justice system, policing, and law are helping to craft an innovative Youth Interaction Policy for the department.

To fill out a community survey regarding youth interactions in Bexley, visit [bit.ly/bexyouth](http://bit.ly/bexyouth).

## Key Crime Statistics

While most types of crime in Bexley have remained fairly level, crimes of opportunity continue to lead in our statistics, with victims of theft often forgetting to lock vehicles or garages. To reduce your risk please make sure to: hide anything of value from view in a vehicle, especially in the front seat; avoid leaving phone cables or loose change in plain sight; and always lock your vehicle and your garage.

Time Period	Thefts	Burglaries	Robberies	Arrests
YTD through 9/23/2021	200	42	10	321
Year prior through 9/23/2020	206	66	8	297
12 month trailing from 9/23/2021	295	61	13	400
12 month trailing from 9/23/2020	279	87	10	412

## Mayor's Court Update

Last year, we welcomed Marquan Stewart on board as our Mayor's Court Clerk of Courts. Marquan has been active in streamlining court processes and helping roll out a variety of programs under the guidance of the Mayor's office.

### License Reinstatement Support

Driving Under Suspension (DUS) is a common offense that results in citations prosecuted through Mayor's Court. DUS charges can often snowball, making it increasingly difficult for drivers to become legal and to get charges cleared. Magistrate Kevin Shannon has been working with Mayor's Court Prosecutor Garrison Carr to assist drivers with obtaining a license and clearing DUS charges. This program has proven to be successful for a number of defendants, helping to end cycles of court costs leading to stacked up criminal charges, and freeing defendants to become licensed and legal.

### Community Service Program for Eligible Defendants

Earlier this year, we finalized a program that allows defendants who are eligible for our public defender program (based on household income relative to federal poverty level) to opt for community service in lieu of court fines and fees, with community service hours credited at a living wage. We've rolled out the program and are beginning to clear defendants out of the program.

### Online Ticket Payment

In the next month or two, our online ticket payment system will go live, offering the ability to look up and pay citations online instead of in person or through the mail.

In addition to these and other programs, Marquan has been active in helping to develop Bexley's **Project Taillight Program**; assist other cities with information relative to our innovative **Public Defender Program**; and clear obsolete warrants out of the court system. For more information on Mayor's Court, you may visit [bexley.org/court](http://bexley.org/court).



Mayor's Court Clerk, Marquan Stewart



## Leaf-Free Streets in Bexley

Fall is a great time of year to take simple actions to protect our water and keep our streets free of fallen leaves! If you live in an area with lots of mature trees, make a commitment to remove street leaves before the rain. It's an easy, yet effective action that those living in the urban environment can take to reduce the amount of nutrients that wash into our waters each fall.

### A few things to remember regarding leaf collection in Bexley:

- Rake leaves to the curb, *not in the street*
- City crews begin collecting leaves in late October
- Weather dependent, City crews will make three complete rounds of leaf collection
- Avoid placing leaf piles near mailboxes, trees, lights, or yard signs
- Keep leaves out of storm water sewers



**A NEW ERA FOR  
JEFFREY MANSION**

# THANK YOU TO OUR SPONSORS!

## TITLE SPONSORS



## EVENT SPONSORS



## RED LEVEL SPONSORS



## WHITE LEVEL SPONSORS

Bexley Area Chamber of Commerce  
Bexley Eastmoor Berwick Realty Association  
Moo Moo Car Wash | Express Wash  
Sam Shamansky  
Schiff & Associates

## BLUE LEVEL SPONSORS

Gledhill Robbins Tallis

## 2021 Bexley Celebrations & Events Sponsors

Thank you to our 2021 Bexley Celebrations and Events sponsors and donors! It was another fantastic summer of community events and programs – we could not have done it without their support.



Thanks in large part to generous community contributions through the Bexley Community Foundation, an expanded Jeffrey Mansion opened its doors to the community this fall. This renovation protects and preserves the beloved character and history of the Mansion, and offers beautiful new spaces to gather, learn, and celebrate together.

Photo provided by Bexley Community Foundation

BEXLEY  
Community in Indiana  
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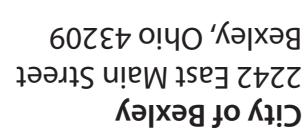
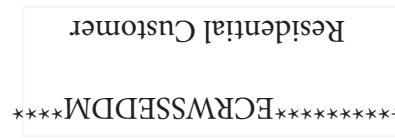
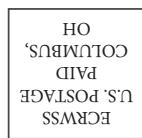
December 5, 4:00 pm: Holiday Tree Lighting at Drexel Circle  
November 28, 5:00 pm: Menorah Lighting at Drexel Circle  
November 2: Election Day  
October 21, 4:00 pm: Last Bexley Farmers' Market of the Year  
October 28, 5:30 pm: Trick-or-Treat in Bexley  
October 22, 6:00 pm: Harvest Festival at Jeffrey Park  
Visit [bexley.org/events](http://bexley.org/events) for a full listing of upcoming events  
Mark Your Calendars!

- Harvest Festival Details
- Information for Trick-or-Treat 2021
- Mayor's Court Reforms
- Update from Bexley Police Department
- Joint Livingstone Avenue Plan Update

Flip through the City of Bexley's newsletter to read updates on the following City events, programs, and initiatives:

What's Inside?

## The Bexley Times Newsletter: October - December 2021



# PROPOSED AMENDMENTS TO BEXLEY CHARTER

On the ballot this upcoming election, voters registered in Bexley will see proposed amendments to Bexley's Charter. The proposed changes have been grouped into five items on the ballot. The full language of the changes was mailed to registered voters in Bexley in late September, but is also available online. To learn more, or to view the proposed amendments, visit [bexley.org/crc](http://bexley.org/crc).

**Mark your calendars! Election Day is Tuesday, November 2, 2021.**

*City of Bexley Proposed Charter Amendments*

***Bold Font** indicates proposed changes/additions*

### Proposed Charter Amendment 1

#### SECTION 1. Recognition and Intent

The City of Bexley recognizes that institutional racism and discrimination exist and have a painful, historic legacy in our community and in this country, the effects of which continue to place the health and well-being of minority residents at risk. The City of Bexley rejects, discourages, and condemns all forms of racism, discrimination, anti-Semitism, and all hate based conduct. The City seeks to embrace diversity and to cultivate a welcoming and inclusive environment for all persons. It is the intent of the City of Bexley to work together with community groups, organizations, and individuals to confront racism and discrimination in order to promote diversity, equity, and inclusion.

#### SECTION 2. Non-Discrimination and Citizen Participation

In the exercise of its powers or in the performance of its duties, the City of Bexley and all of its departments, boards, commissions, committees, and employees shall strive to ensure that no person or group engaged in the conduct of official business or seeking to do business with the City is discriminated against based on race, sex, sexual orientation, gender identity or expression, color, religion or non-religion, ancestry, national origin, age, disability, and familial status or military status. The City's Strategic Plan shall incorporate and maintain strategies to eliminate institutional racism and discrimination, increase the diversity of the community, and to create a welcoming and inclusive environment within the City. Bexley Mayor's Court shall ensure defendants' appearances by the least restrictive means possible in accordance with the Ohio Rules of Criminal Procedure. Bexley encourages citizens to attend public meetings and when appropriate to offer insights, suggestions, comments, or questions to public officials to provide our City government with the richness that can come from the respectful exchange of ideas and urges citizens to be mindful of the needs of government officials to regulate discussion to sustain the orderly, productive work of governing the City.

#### SECTION 3. Diversity in Hiring and Contracting

The City of Bexley shall commit to actively recruit qualified individuals, including minority and women candidates, for employment in all levels of City government with the goal of reflecting a diverse workforce. When issuing all contracts, the City shall give due consideration to individuals and firms owned or controlled by women and minorities by establishing and maintaining programs and policies which promote fairness and equity.

#### SECTION 4. Interpretation of Ordinances

The ordinances of the City shall be interpreted consistent with the City's values as set forth in this Section. Specifically, the ordinances of the City shall be interpreted to avoid discriminatory impact on any person on the basis of that individual's race, sex, sexual orientation, gender identity or expression, color, religion or non-religion, ancestry, national origin, age, disability, familial status or military status and to ensure fair and equitable treatment of individuals in their interaction with the City.

#### Gender Neutral Pronouns and Terminology

The Charter of the City of Bexley shall be amended so that, where applicable, all male and/or female pronouns or terminology in the various sections of the Charter shall be replaced with a gender neutral pronoun or terminology.



# October 12, 2021

# **MAYOR'S UPDATE**

## Coming up in Bexley:

Thursdays, 4:00-7:00 pm:	Farmers' Market
October 13, 6:30 pm:	Livingston Avenue Workshop at Christ the King (2777 E. Livingston)
October 14, 6:00 pm:	Bexley Architectural Review Board
Ocotor 19, noon:	ESAC sponsored tour of Rumpke MRF - 2 seats still left!
October 19, 4:00 pm:	Bexley Citizen Review Board
October 19, 5:30 pm:	Bexley Board of Health
October 19, 6:00 pm:	Bexley Environmental Sustainability Advisory Committee
October 20, 4:00 pm:	Bexley Tree and Public Garden Commission
October 21, 4:00-7:00 pm:	Final Farmers' Market of the Season
October 22, 6:00 pm:	Harvest Festival
October 26, 6:00 pm:	Bexley City Council Meeting
October 28:	Last Farmer's Market of the Season
October 28:	Trick-or-Treat observed
October 28, 6:00 pm:	Bexley Board of Zoning Appeals and Planning
November 9:	Bexley City Council Meeting
November 28:	Community Menorah Lighting
December 5:	Community tree lighting

## Some of What I've Been Up To:

- Weekly departmental meetings
- Routine staff and cabinet touch-base meetings
- Prepared and edited quarterly newsletter
- Attended CMC Meetings on Building Inclusive Communities, and featuring Columbus Police Chief Elaine Bryant
- Attended EISD Board meeting
- Finalized AEP Aggregate Program Survey; sent to residents via water bill and Bexley Blast
- Participated in planning meetings for temporary Senior Center
- Met with multiple applicants for board vacancies
- Attended COMMA Meeting
- Staffed set up and facilitation of Bexley's Got Talent Main Event.
- Staffed Bexley Re-Cycle Bikes Open Workshop
- Participated in a CSG Panel Discussion on *Think Again* by Adam Grant
- Interviewed by BMS Students regarding squirrels in Bexley.
- Livingston Avenue meetings and workshop preparations.
- Worked with Bexley Bloomers to remove honeysuckle from Jeffrey Mansion Grounds.
- Attended Climate Mayors Summit
- Attended RAPID 5 Presentation
- Attended Citizen Review Board
- Met with member of Columbus CRB re: their spin-up process
- Met with ODOT re: freeway maintenance and partnership

Keep in touch! To sign up for weekly email updates from the City of Bexley, including information on community events and timely notifications and reminders, visit: [www.bexley.org/blast](http://www.bexley.org/blast)



## Update re: Sewer Remediation Program

Our initial pilot program is coming to an end. With over 130 households initially signed up for the program, 80 have been inspected and 5 more are scheduled for an inspection, with the window to schedule an inspection now closed. Approximately 20 households have completed remediation work and have been provided with reimbursement through the grant, with the service administration expecting around 40 more grants to be processed. So far, no residents have signed up for the loan program, which would kick in after \$5,000 of expenses to a project. Current estimates are that the pilot program will end up costing around \$150,000; approximately half of what was budgeted. A second phase of the program will be in the upcoming budget.

## Expanded Newsletter Going Out This Week

The Bexley Times quarterly newsletter will be sent to the printer this week. In response to our shift to encouraging paperless water billing, as well as feedback from residents that more communication is desired and that they often do not read content in the water bill, this newsletter will be mailed independently in a new format. This change will enable us to reach all households in Bexley, regardless of whether they receive a water bill. As before, the newsletters will provide helpful, timely information on programs, projects, and other Bexley happenings. A copy is attached to this report.

## Livingston Avenue Workshop - October 13

Our next Livingston Avenue workshop will include a presentation of insights from recent traffic studies; initial concepts for street enhancement strategies, safety, and potential lane reduction; and opportunities for public feedback. This workshop, which will be held in person at Christ the King church on 2777 East Livingston, has been promoted on Bexley Blast and the City's website and social media channels.



## Artist Bike Rack Installation Ribbon Cutting - October 18

On October 18 at 10:30am, we will celebrate the installation of the artist bike racks generously sponsored by the Bexley Community Foundation with signage donated by Eclipsecorp. These beautiful racks will be installed at various points around Bexley and will serve two important functions: encouraging bicycle use in our City, and sharing the talent and creativity of local artists.

### Bike Repair Station Locations

With 3 bike repair stations in hand thanks to a grant from the Community Foundation, and two more potentially being made available from DARN funds, the following locations are being looked at:

- Cassingham Elementary - playground area
- Montrose Elementary - playground area
- Maryland Elementary - playground area
- Schneider Park - ahtletic fields/garden area
- Jeffrey Park - pool parking lot (bike path signage)





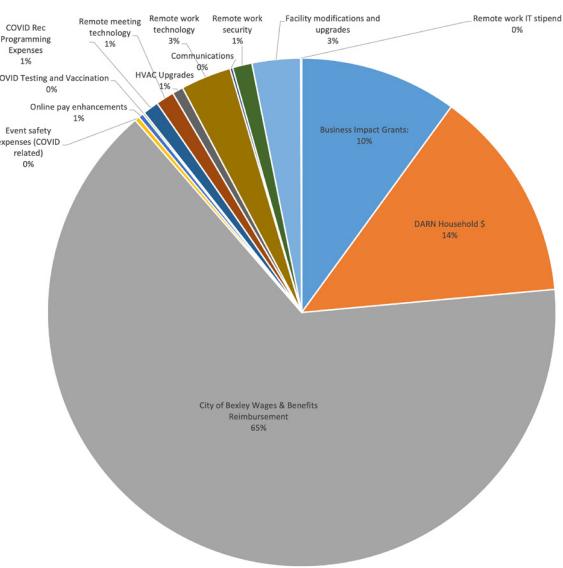


## CARES Act Update

CARES Act Receipts: \$1,563,847

### Through August 10, 2021, CARES Act related expenditures total:

CARES related wages & benefits reimbursements:	\$878,310.47
Household impact grants	\$182,705.19
Business impact grants	\$135,000.00
Remote Work Technology	\$43,273.64
Facility modifications and upgrades	\$41,467.33
Remote work network security	\$16,696.76
Remote meeting technology	\$15,718.03
COVID programming expenses	\$13,490.32
Online pay enhancements	\$4,244.00
Event safety expenses	\$3,982.80
COVID Communications	\$2,373.49
COVID testing and vaccination	\$1,670.60
Remote work IT stipend	\$883.57
<b>Totals through August 10, 2021:</b>	<b>\$1,349,216.20</b>



## ARP Update:

The American Rescue Plan was passed in the Spring of 2021 and the City's initial half of ARP funding was received in late August, 2021. ARP funds can be used to:

- Support public health expenditures, by, for example, funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff
- Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector
- Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic
- Provide premium pay for essential workers, offering additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors
- Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet

Within these overall categories, recipients have broad flexibility to decide how best to use this funding to meet the needs of their communities.

ARP Receipts:	\$721,211.05
ARP Expected Total Receipts:	\$1,442,422.10
ARP Expenses To Date:	\$0



## **City Council Meeting Minutes**

**Tuesday, September 28, 2021**

**6:00 PM**

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**1) Call to Order**

Ms. Feibel called the meeting to order at 6:01 pm.

**2) Roll Call of Members**

Council Members in Attendance: Matt Klingler, Monique Lampke, Lori Ann Feibel, Troy Markham, Jessica Saad, Jen Robinson

Council Members Excused: Richard Sharp

**3) Pledge of Allegiance**

**4) Presentations/Special Guests**

A) Darris Blackford - Nationwide Children's Hospital Marathon

Mr. Blackford spoke about the NCH Marathon and expressed his appreciation for the community's support.

**5) Public Comments**

No public comments at this time.

**6) President's Report**

Ms. Feibel spoke briefly about the Bexley's Got Talent Main Event and the upcoming candidate night forums around Bexley.

**7) City Attorney Report**

Mr. Fishel spoke about a recent email to council regarding First Amendment Rights and presenting at City Council meetings. Mr. Fishel summarized his recommendation to Council

regarding a recent request and briefly discussed his reasoning.

Mr. Kessler asked a question about speaking during Public Comment which Mr. Fishel answered.

Ms. Lampke asked if the charter language had been mailed to Bexley electors. Mr. Fishel and Ms. Vawter confirmed that the mailing is in the process of finalization and will be out in short order. Mr. Kessler added that the language is also on the website.

**8) Administrative Update:**

A) Service Department- Service Director, Andy Bashore

Mr. Bashore had no additions to his report. Ms. Saad complimented recent work and asked a question about the placement of new trees, which Mr. Bashore answered. Mr. Kessler also complimented the appearance of the entrance and exit ramps around the City.

B) Police Department Update- Chief Rinehart

Mr. Rinehart is not present but Mr. Kessler offered to answer any questions from Council. No questions were presented.

C) Recreation and Parks Update- Mike Price

Mr. Price had no additions to his written report. No questions were asked at this time.

D) Finance Department Update- Bill Harvey

Mr. Harvey briefly summarized the content of his report. No questions were asked at this time.

E) Mayor's Update

Mr. Kessler highlighted some of the items in his report, including the Livingston Avenue Workshop on October 13 at Christ the King church, and our Trick or Treat night on October 28. Mr. Kessler also provided some information regarding a recently approved Bexley Community Foundation approved grant to furnish the former Art with Anna building on North Cassady for use as a temporary senior/community center. Mr. Kessler also discussed the Aggregation program survey and provided a brief summary of Project Taillight.

**9) Consent Agenda:**

A) September 14, 2021 City Council Meeting Minutes

B) Ordinance #35-21 to enter agreement with ODOT for Urban Paving project along US 40 including resurfacing and partial pavement repair along with other associated work in accordance with Preliminary Participatory Legislation RC 5521.01 (Introduced by Mr.

Markham on August 24, 2021)

C) Resolution #11-21 confirming the Mayor's appointment of Rachel Laing to the Civil Service Commission (Introduced by Ms. Lampke on August 24, 2021)

Mr. Fishel read the items on the consent agenda. Ms. Feibel asked for questions. Hearing none, she asked for a motion.

Mr. Klingler moved to pass the items on the consent agenda.

Ms. Robinson seconded.

All in Favor: Monique Lampke, Matt Klingler, Jessica Saad, Jen Robinson, Lori Ann Feibel, Troy Markham

Opposed: None

**Motion passed 6-0.**

**10) Ordinances/Resolutions with visiting presenters**

A) Ordinance #39-21 to amend the Bed and Breakfast at 519 South Drexel Avenue in the City of Bexley, Ohio. (Introduced by Jessica Saad on September 14, 2021)

B) Capital University Representative to discuss

Ms. Saad summarized the ordinance and invited our guest speaker, Mr William Mea of Capital University to speak.

Mr. Mea spoke about the Bexley Bed & Breakfast and their plans for the business. Ms. Saad asked Mr. Mea if they have a hospitality management program, and Mr. Mea answered.

**11) Third Readings:**

A) Ordinance #36-21 to establish the American Rescue Plan Act (ARPA) Fund and to appropriate \$1,442,422.10 from the ARPA Fund. (Introduced by Mr. Markham on August 24, 2021)

Mr. Fishel read the summary of Ordinance #36-21 and Mr. Markham summarized the purpose of this ordinance. Ms. Lampke asked a question about the American Rescue Plan funding use, which Mr. Harvey and Mr. Kessler answered.

Mr Markham moved to adopt Ordinance #36-21.

Mr. Klingler seconded.

All in Favor: Monique Lampke, Matt Klingler, Jessica Saad, Jen Robinson, Lori Ann Feibel, Troy Markham

Opposed: None

**Motion passed 6-0.**

**12) Second Readings:**

A) Ordinance #37-21 accepting the donation of a Recreation Easement consisting of two sites

(0.981 acres and 1.471 acres respectively), adjacent to and west of Sheridan Avenue to the City of Bexley. (Introduced by Matt Klingler on September 14, 2021)

Mr. Fishel read the summary of Ordinance #37-21 and Mr. Klingler asked if anyone had questions. Mr. Klingler asked that this be moved to the Consent Agenda for the next meeting.

B) Resolution #12-21 Accept tax amounts and and rates as determined by the Budget Commission and authorizing the necessary tax levies and certifying them to the County Auditor. (Introduced by Troy Markham on September 14, 2021)

Mr. Fishel read the summary of Resolution #12-21. Mr. Markham requested that this be moved to the Consent Agenda for the next meeting.

C) Resolution #13-21 to adopt the 2021 recommendations of the Bexley Tax Incentive Review Council regarding tax-abated properties in the City of Bexley. (Introduced by Troy Markham on September 14, 2021)

Mr. Fishel read the summary of Resolution #13-21. Mr. Markham pointed out that the TIRC report has been added and urged Council Members to review before the next meeting.

D) Ordinance #38-21 to amend Chapter 1230.42, Impervious Cover definition, and Chapter 1230.49, Lot Coverage, Overall definition, in order to specify the treatment of artificial turf as impervious cover for the purposes of lot coverage calculations. (Introduced by Jessica Saad on September 14, 2021)

Mr. Fishel read the summary of Ordinance #38-21 and Ms. Saad provided some additional detail on this information. Mr. Klingler asked about the language in this ordinance that addresses instances when artificial turf is not considered impervious cover, which Mr. Kessler answered. Mr. Fishel and Mr. Markham asked additional questions, which Mr. Kessler answered.

**13) First Readings:**

A) Ordinance 40-21 to specify overtime pay provisions for City employees who worked community events on July 4, 2021 and September 5, 2021 (Introduced by Troy Markham 9/28/21)

Mr. Fishel read the summary of Ordinance #40-21. Mr. Markham asked Mr. Kessler to provide information on the Ordinance, which he did. Ms. Robinson asked about the cost of this ordinance, and Mr. Kessler will provide that. Ms. Lampke asked for the source of code referred to in the ordinance (262.02(c)(3)(b)) and Mr. Kessler and Mr. Fishel replied that this is Bexley code. Ms. Lampke asked a question regarding whether potential permanent staffing if these needs will continue, which Mr. Kessler answered.

B) Ordinance 41-21 accepting the proposed donation of the Columbia Place private street in the Columbia Place subdivision by the City of Bexley for a public street. (Introduced by Jessica Saad September 28, 2021)

Mr. Fishel read the summary of Ordinance 41-21. Ms. Saad introduced this ordinance and its purpose, to donate private streets. Ms. Feibel stated that the passage of this ordinance would create additional responsibility for the City to maintain this street. Mr. Kessler also provided some additional background information. Mayor Kessler also stated he will provide a cost estimate for maintenance and pavement replacement, etc. Mr. Harvey, Mr. Klingler, and Mr. Markham asked questions which Mr. Kessler answered. Someone will come to speak with us about this at a future reading.

**14) Tabled Ordinances:**

A) Resolution 10-21 granting area variances with conditions from the minimum lot requirements for the property located at 407 Northview Drive zoned R-3 residential, to allow two non-conforming contiguous lots in single ownership being used in combination and considered an undivided parcel under the Bexley City Code to be split to permit two independent lots and parcels that would not meet existing R-3 minimum lot requirements. (Introduced by Jessica Saad on August 10, 2021)

Ms. Saad moved to remove Resolution #10-21 from the table.

Mr. Klingler seconded.

All in Favor: Monique Lampke, Matt Klingler, Jessica Saad, Jen Robinson, Lori Ann Feibel, Troy Markham

Opposed: None

**Motion passed 6-0.**

Ms. Saad summarized the content of Resolution #10-21. Ms. Saad also introduced the Council's proposed decision and also read the conditions to the proposed approval. Mr. Liu, the property owner, and his attorney, requested clarification on some of the conditions, which various Council members answered.

Ms. Saad moves to approve the amendments to Resolution #10-21 to add conditions to the approval of the variance.

Ms. Robinson seconded.

All in Favor: Monique Lampke, Matt Klingler, Jessica Saad, Jen Robinson, Lori Ann Feibel, Troy Markham

Opposed: None

**Motion passed 6-0.**

Ms. Saad moves to approve the amended Resolution #10-21.

Ms. Lampke seconded.

All in Favor: Monique Lampke, Matt Klingler, Jessica Saad, Jen Robinson, Lori Ann Feibel, Troy Markham

Opposed: None

**Motion passed 6-0.**

B) Ordinance 24-21 (Tabled), to award the Bexley Electricity Aggregation Program contract to AEP Energy, based upon the terms and conditions provided for in their RFP, as modified by the Board of Control, introduced by Mr. Sharp. (Introduced on May 25, 2021)

C) Ordinance 12-21 (Tabled), to adopt and approve the City of Bexley Electric Aggregation Plan of Operation and Governance, and to declare an emergency, introduced by Mr. Sharp (introduced on March 9, 2021).

No action on other tabled ordinances at this time.

**15) Service and Environmental Committee - Richard Sharp, Chair**

No report at this time.

**16) Finance Committee - Troy Markham, Chair**

Mr. Markham had no updates to report.

**17) Safety and Health Committee - Jen Robinson, Chair**

Ms. Robinson reminded everyone to keep their eyes open for the Youth Interaction Group survey and urged community members to participate in this important opportunity for input.

**18) Zoning and Development Committee - Jessica Saad, Chair**

Ms. Saad reported that the next CIC meeting will be on Tuesday, November 2nd, Ms. Saad also reported some updated on the CIC.

Ms. Saad also expressed her excitement about the upcoming development at 420 North Cassady

Ms. Saad also provided updates on some upcoming initiatives for the Bexley Education Foundation, including the alumni newsletter, and plans in store for the BRAVO program.

**19) Recreation and Parks Committee - Matt Klingler, Chair**

Mr. Klingler has nothing to report.

**20) Judiciary and Strategic Committee - Monique Lampke, Chair**

Ms. Lampke complimented the Taste of Bexley event, which was a wonderful success. She thanked the volunteers and businesses for participating.

She also reminded everyone October 8th there is a Hispanic Heritage Event at Bexley Public Library and acknowledged the work and vision of those involved in work on the community space on North Cassady.

**21) Public Comments (No Speaker Slip Required)**

No public comment at this time.

**22) Adjourn**

Mr. Klingler moved.

Ms. Robinson seconded.

All in Favor: Monique Lampke, Matt Klingler, Jessica Saad, Jen Robinson, Lori Ann Feibel, Troy Markham

Opposed: None

**Motion passed 6-0.**

Council President Feibel adjourned the meeting at 7:33 pm.



## **City Council Meeting Minutes**

**Tuesday, September 28, 2021**

**5:00 PM**

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**1) Call to Order**

Mr. Markham called the meeting to order at 5:03 pm.

**2) Roll Call of Members**

Council Members in Attendance: Matt Klingler, Monique Lampke, Lori Ann Feibel, Troy Markham, Jen Robinson, and Jessica Saad

Council Members Excused: Richard Sharp

**3) Pledge of Allegiance**

**4) 2022 Budget Schedule**

Mr. Markham presented budget information for consideration, including a timeline for the budget process and a list of important dates.

The draft budget will be circulated to Council Members in mid October by Mr. Kessler. Mr. Kessler will ensure numbers are sent for Council Members to review.

Mr. Markham stated that the budget can be voted on as early as November 16, but the first City Council meeting in December is more likely. The budget must be passed by December 31, 2021.

**5) 2022 Budget Review Assignments**

The proposed budget assignments were provided to Council Members.

**6) 2022 Budget Discussion**

Ms. Feibel expressed her pleasure at the accomplishments with Jeffrey Mansion, but expressed her desire for more substantial progress and investment in improving the Ferndale Mayfield area.

Ms. Feibel also relayed that Mr. Sharp is interested in senior recreation options and asked if CARES Act or ARP funds could potentially support some expansion in senior services and opportunities.

Ms. Feibel would also like to see the Alum Creek Pathway completed, including dog park plans and trail improvements.

Ms. Saad asked about additional athletic field space, and echoed Ms. Feibel and Mr. Sharp's interest in recreational opportunities for seniors. Ms. Saad also asked about ways to support the mental health of our teens. Ms. Saad would also like to see some of the items in the strategic plan supported by the budget, like the bike lanes. She also mentioned the Livingston corridor and urged Council to consider projects in this area that are smaller but impactful as we work toward larger goals.

Ms. Robinson echoed Ms. Feibel's comments regarding Ferndale Mayfield improvements. Ms. Robinson asked about having someone from CIC come to present some information on that area's history and needs.

Ms. Robinson also mentioned her desire to see augmentation to the police officers training and support, and mentioned concerns about speeding and traffic.

Ms. Robinson also added her support of the senior space or a space for multi-generational programming.

Mr. Markham also added support of the idea of implicit bias training. He also recommended having some consideration in the budget to support the outcome of the police juvenile interaction policy committee's work and recommendations.

Ms. Lampke stated that she'd like to see budgetary support of infrastructure, especially catching up on any projects that were delayed due to COVID. She asked about room in the budget to add or reassess resources to support the increase in public records requests, specifically to address the volume of work hours spent on information redaction. Ms. Lampke also spoke about options to potentially support a senior center and added on to earlier comments about the Livingston corridor, specifically mentioning funds for short term solutions that might improve safety.

Mr. Klingler stated that he'd like to see budgetary support for completion and maintenance of Jeffrey Mansion. Mr. Klingler also expressed support of a senior or multigenerational center. He noted that revenue projection will be challenging for the Recreation Department due to COVID related impacts on childcare and programming. Mr. Klingler also discussed the potential of a more weather-resistant shelter to replace the existing tent, which is not ideal in inclement weather. Mr. Klingler also asked about the potential of fast tracking sewer line projects.

Mr. Harvey mentioned this is an ideal time to consider contributing some funds to the rainy day fund. He also mentioned this might be a good time to start a pool fund, as there will be a time in the not distant future when a new pool will be needed.

Mayor Kessler thanked Council Members for their ideas.

Ms. Constance Lewis of 663 Euclaire spoke briefly about the presented ideas and upcoming budget.

**7) Adjourn**

Mr. Klingler moved and Ms. Lampke seconded.

All in Favor:

Motion passed 6-0.

Mr. Markham adjourned the meeting at 5:43 pm.

**ORDINANCE NO. 37 - 21**

By: Matt Klingler

**An Ordinance accepting the donation of a Recreation Easement consisting of two sites (0.981 acres and 1.471 acres respectively), adjacent to and west of Sheridan Avenue to the City of Bexley.**

**WHEREAS**, Capital University is the owner of certain property in the City of Bexley that is adjacent to Schneider Park and upon which a portion of a proposed expansion of Schneider Park would be located; and

**WHEREAS**, Capital University has offered to grant to the City of Bexley a Recreation Easement for the Easement Area including the 0.981 acre parcel and 1.471 parcel heretofore described, for recreational purposes, conservation purposes, installation of utilities, and all other recreational, educational, scientific, or conservation resource management activities (the "Recreation Easement"), as shown on attached Exhibit A; and

**WHEREAS**, it is in the interest and benefit of the City of Bexley and public at large that the City accept the donation of such Recreation Easement;

**NOW THEREFORE, BE IT ORDAINED** by the Council of the City of Bexley, County of Franklin, State of Ohio, that:

**Section 1.** The City of Bexley accepts donation of the Recreation Easement attached hereto as Exhibit A.

**Section 2.** The Mayor is authorized to do all acts and to execute all agreements and instruments appropriate or necessary to facilitate and carry out the donation and acceptance of the property and property interests identified in this ordinance, and to make any minor modifications to the instruments attached to this ordinance that are necessary to carry out the intent of this ordinance and the recording of the deed and easements.

**Section 3.** This Ordinance shall become effective from and after the earliest period provided by law.

Passed \_\_\_\_\_, 2021

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Lori Ann Feibel, President of Council

Attest: \_\_\_\_\_  
William Harvey, Clerk of Council

Approved: \_\_\_\_\_, 2021

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Ben Kessler, Mayor

First Reading:  
Second Reading:  
Third Reading:  
Passed:

## **DEED OF EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS THAT **CAPITAL UNIVERSITY**, an Ohio corporation for non-profit (the “Grantor”), for good and valuable consideration, including the desire to provide recreational opportunities and preserve and enhance the function of riparian areas in the City of Bexley, does forever grant to the **CITY OF BEXLEY**, Ohio, an Ohio municipal corporation (the “Grantee”), its successors and assigns, an exclusive, perpetual easement in, over, under, across, through and burdening the easement area for: (1) any and all recreational purposes, uses and facilities as determined and permitted by the Grantee including but not limited to the construction, installation, reconstruction, replacement, removal, repair, maintenance, and operation of recreational trails, boardwalks, recreational equipment, skate parks, bike parks, dog parks, access to Alum Creek or other riparian areas and any other recreation related activities and improvements; (2) all conservation purposes including but not limited to storm water and erosion control, water management and creek bank stabilization, preservation of drainage, and protection and management of scenic and riparian areas; (3) installation of utilities and any other public improvements; and (4) all other recreational, educational, scientific, or conservation resource management activities and any other public purpose as determined and permitted by Grantee. This instrument and the rights granted herein shall be collectively referred to as the “Easement” and is granted for and applies to the following described property of Grantor (the “Easement Area”):

**“Parcel A”** that certain 0.981 acres more particularly described in and depicted on the map drawing both attached hereto as Exhibit A, made a part hereof, and fully incorporated into this Easement for reference.

Being part of Franklin County Tax Parcel Numbers: 020-000101-00, 020-004200-00, 020-003027-00, 020-004418-00, and 020-004424-00

**“Parcel B”** that certain 1.471 acres more particularly described in and depicted on the map drawing both attached hereto as Exhibit B, made a part hereof, and fully incorporated into this Easement for reference.

Being part of Franklin County Tax Parcel Numbers: 020-004172-00, 020-000025-00, 020-000026-00, and 020-000024-00

This Easement and all of the terms and conditions contained herein shall benefit, burden and run with the land of the Easement Area and inure and be binding to the benefit and detriment of Grantor and Grantee and their respective successors and assigns.

Grantor forever releases and discharges Grantee from all just compensation claims under the Ohio Constitution, Article I, Section 19, arising from granting this Easement to Grantee.

Grantee shall repair and maintain all improvements it makes over, under, in, along, across, and upon the Easement Area that are reasonably related to both the purpose of the Easement and Grantee's use and enjoyment of the Easement Area (the “Improvements”). Grantee shall maintain the Easement Area and shall repair any damage to the Easement Area at its cost and expense. Any rights, duties, obligations, and liabilities of Grantor relating to natural drainage courses shall not be affected by the Easement granted herein.

Grantor and Grantee recognize that this is an exclusive easement and that Grantor shall shall not be liable for any and all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorneys' fees and other costs of defenses) resulting from the actions of

Grantee, its employees, agents or officials or the use of the Easement Area by Grantee, or any of Grantee's invitees, agents, or contractors to the extent permitted under Ohio law.

Grantor hereby represents and warrants to Grantee that: (a) it has the full right, power, title and interest to make the within grant of Easement to Grantee; (b) such grant of Easement and any rights granted under this Agreement may be fully and thoroughly enjoyed and utilized by Grantee pursuant to the terms hereof; and (c) Grantee's easement rights hereunder shall not be defeased, impaired, or adversely affected by superior title.

The Grantor and Grantee hereby acknowledge and agree that the easements and other rights conferred by this Easement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors, and assigns.

In the event any provision of this Easement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**GRANTOR, CAPITAL UNIVERSITY**, an Ohio not-for-profit corporation, by its duly authorized representative, who represents and warrants possessing legal authority and capacity to acknowledge this Easement on behalf of Grantor, does voluntary convey and acknowledge this Easement on behalf of Grantor on the Effective Date below.

**GRANTOR:**

Capital University, an Ohio corporation for non-profit

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Effective Date: \_\_\_\_\_

STATE OF OHIO,

COUNTY OF FRANKLIN, SS.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_, the \_\_\_\_\_ of Capital University, an Ohio not-for-profit corporation, on behalf of Grantor, Capital University. No oath or affirmation was administered to the signer with regard to the notarial act.

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Notary Public

This Instrument was prepared by  
and its original should be returned to:  
Catherine A. Cunningham  
Kegler Brown Hill & Ritter, Co., L.P.A.  
65 E. State Street, Suite 1800  
Columbus, Ohio 43215  
(614) 462-5400

**LEGAL DESCRIPTION**  
**0.981 ACRE**  
**EASEMENT**

Situated in the State of Ohio, County of Franklin, in the City of Bexley, and being in Half-Section 20, Section 13, Township 5, Range 22 of the Refugee Lands, and being part of "Ambrose C. Kuhn's Parcels" a subdivision as recorded in Auditor's Plat Book 15, Page 36 and Lots 1 and 2 of John Hike's Amended Subdivision as recorded in Plat Book 3, Page 132, as conveyed to Capital University as Tracts Three, Five, and Six in Official Record Volume 29424 A20, and as conveyed to Capital University in Official Record Volume 22229 I16, also being part of Lot 5 and 6 of John Henry Hikes Subdivision, as recorded in Plat Book 17, Page 243, and as conveyed to Capital University in Instrument Number 201712290183027, all records being of the Recorder's Office, Franklin County, Ohio, and being more particularly bounded and described as follows:

**COMMENCING** at the southeasterly corner of said Lot 6, also being on the westerly right-of-way line of Sheridan Avenue (50') as dedicated in said Plat Book 17, Page 243;

Thence along the southerly line of said Lot 6, North 86°13'22" West, 301.15 feet to a point, said point being the **TRUE POINT OF BEGINNING** of the tract herein described:

Thence along the southerly line of said Lot 6, North 86°13'22" West, 68.94 feet to a point;

Thence across said Lot 5 and Lot 6, North 02°41'21" West, 117.12 feet to a point on the northerly line of said Lot 5;

Thence along the northerly line of said Lot 5, North 86°20'13" West, 112.98 feet to the southeasterly corner of a 0.414 acre tract as conveyed to The City of Bexley in Instrument Number 200801110005550;

Thence along the westerly lines of said Capital University tract of record in Official Record Volume 22229 I16, said Parcel 6, said Parcel 5, and said Parcel 3, and along the easterly line of said 0.414 acre tract, the following four (4) courses:

North 10°06'26" West, 31.44 feet to a point;

North 03°44'45" East, 41.31 feet to a point;

North 02°39'28" West, 144.01 feet to a point;

North 08°58'19" West, 27.82 feet to a point on the northerly line of said Parcel 3;

Thence along the northerly line of said Parcel 3, South 85°51'50" East, 132.55 feet to a point;

Thence across said Capital University tracts, South 10°43'16" East, 369.15 feet to a point, said point being the **POINT OF BEGINNING**, containing 0.981 acres (42,736 S.F.), more or less.

Subject however to all legal easements, restrictions and rights of way of record and of records in the respective utility offices.

The bearings referenced herein are based on a portion of the westerly right-of-way line of Sheridan Avenue as being South 11°33'36" East as determined by GPS observations utilizing the Ohio Department of Transportation Virtual Reference Station Network, based on Ohio State Plane South Zone (NAD 83, 2011 Adjustment)

This description was prepared by Matthew E. Ferris, Registered Surveyor No. 8230, of E.P. Ferris and Associates, Inc. on May 27, 2020.



 05.27.2020  
Matthew E. Ferris, P.E., P.S. Date  
Registered Surveyor No. 8230

**EXHIBIT A**



**LEGAL DESCRIPTION**  
**1.471 ACRE**  
**EASEMENT**

Situated in the State of Ohio, County of Franklin, in the City of Bexley, and being in Half-Section 20, Section 13, Township 5, Range 22 of the Refugee Lands, and being a part of Lots 22 and 23 of Bexley Drive Subdivision No. 2, as recorded in Plat Book 14, Page 1-A, as conveyed to Capital University in Instrument Number 201308010129207 and Instrument Number 201301030001269, also being part of Tract 2 as conveyed to Capital University in Instrument Number 201308010129207, all records being of the Recorder's Office, Franklin County, Ohio, and being more particularly bounded and described as follows:

**COMMENCING** at the southeasterly corner of Lot 6 of John Henry Hikes Subdivision as recorded in Plat Book 17, Page 243, being on the westerly right-of-way line of Sheridan Avenue (50') as dedicated in said Plat Book 17, Page 243;

Thence along the southerly line of said Lot 6 and in part along the northerly line of said Tract 2, North 86°13'22" West, 301.15 feet to a point, said point being the **TRUE POINT OF BEGINNING** of the tract herein described:

Thence across said Tract 2, and said Lots 22 and 23, South 04°26'34" West, 320.91 feet to a point, on the southerly line of said Lot 22 and the northerly line of Lot 10 of said Bexley Drive Subdivision No. 2, as conveyed to Capital University in Instrument Number 201308010129207;

Thence along the southerly line of said Lot 22 and the northerly line of said Lot 10, North 86°21'45" West, 299.39 feet to the southwesterly corner of said Lot 22 and the northwesterly corner of said Lot 10;

Thence along the westerly line of said Lot 22, North 15°29'38" East, 99.78 feet to the northwesterly corner of said Lot 22 and the southwesterly corner of said Lot 23;

Thence along the westerly line of said Lot 23, North 00°06'15" West, 52.25 feet to a point;

Thence across said Lot 23, along the northerly line of the southerly half of Lot 23, South 86°07'51" East, 113.69 feet to a point;

Thence across said Lot 23 and said Tract 2, the following four (4) courses:

North 07°32'41" East, 20.35 feet to a point;

North 02°33'52" East, 48.73 feet to a point;

North 00°57'36" East, 59.49 feet to a point;

North 03°46'12" East, 40.25 feet to a point, being on the northerly line of said Tract 2 and the southerly line of said Lot 6;

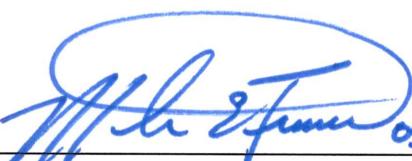
Thence along the northerly line of said Tract 2 and the southerly line of said Lot 6, South 86°13'22" East, 125.71 feet to a point, said point being the **POINT OF BEGINNING**, containing 1.471 acres (60,091 S.F.), more or less.

Subject however to all legal easements, restrictions and rights of way of record and of records in the respective utility offices.

The bearings referenced herein are based on a portion of the westerly right-of-way line of Sheridan Avenue as being South 11°33'36" East as determined by GPS observations utilizing the Ohio Department of Transportation Virtual Reference Station Network, based on Ohio State Plane South Zone (NAD 83, 2011 Adjustment)

This description was prepared by Matthew E. Ferris, Registered Surveyor No. 8230, of E.P. Ferris and Associates, Inc. on May 27, 2020.



 05.27.2020  
Matthew E. Ferris, P.E., P.S. Date  
Registered Surveyor No. 8230

**EXHIBIT B**



**Resolution 12-21**

Introduced by: Troy Markham

**RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE  
BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES  
AND CERTIFYING THEM TO THE COUNTY AUDITOR**

**WHEREAS**, This Council in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1, 2022; and

**WHEREAS**, The Budget Commission of Franklin County, Ohio, has certified its action thereon to this Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within, the ten mill tax limitation; therefore, be it

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:**

**Section 1**

By the Council of the City of Bexley Franklin County, Ohio, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

**Section 2**

That there be and is hereby levied on the tax duplicate of said City the rate of each tax necessary to be levied within and without the ten mill limitation for tax year 2021 (collection year 2022) as follows:

**Section 3**

That this resolution shall go into effect and be in force from and after the earliest period allowed by law.

Passed: \_\_\_\_\_, 2021

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Lori Ann Feibel , President of Council

Attest: \_\_\_\_\_

William Harvey, Clerk of Council

---

Ben Kessler, Mayor

**SCHEDULE A**

**SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY APPROVED BY THE  
BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED TAX RATES**

FUND	Amount to be Derived from Levies Outside 10 Mill Limitation	Amount Approved by Budget Commission Inside 10 Mill Limitation	County Auditor's Estimate of Full Tax Rate to Be Levied Inside 10 Mill Limit	County Auditor's Estimate of Full Tax Rate to Be Levied Outside 10 Mill Limit
General		\$661,368.64	1.00	
General Fund Charter				
Bond Retirement				
Bond Retirement Charter				
Police Pension		628,300.21	0.95	
Police Operating				
Fire Pension				
Fire Operating				
Police/Fire Pension				
Capital Improvement Charter				
Road & Sidewalk Fund	1,985,854.59			3.50
<b>TOTAL</b>	<b>\$1,985,854.59</b>	<b>\$1,289,668.85</b>	<b>1.95</b>	<b>3.50</b>

and be it further

*RESOLVED, That the Clerk of this Council be and is hereby directed to certify a copy of  
this Resolution to the County Auditor of said County.*

*seconded the Resolution and the roll being*

*called upon its adoption the vote resulted as follows:*

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*Adopted the \_\_\_\_\_ day of \_\_\_\_\_, 2021.*

*Attest:*

*President of Council*

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*Clerk of Council*

---

*BEXLEY  
Franklin County, Ohio.*

**ORDINANCE NO. 41-21**

By: \_\_\_\_\_

**An Ordinance accepting the proposed donation of the Columbia Place private street in the Columbia Place subdivision by the City of Bexley for a public street.**

**WHEREAS**, the Columbia Place Association, an Ohio nonprofit corporation in good standing in the State of Ohio, is the owner of a certain private street known as "Columbia Place" located in the Columbus Place Subdivision and Resubdivision, located entirely in the City of Bexley, being Franklin County Auditor's Parcel No. 020020-004617 and platted as a private street in Plat Book 58, Page 10 and Plat Book 61, Page 86; and

**WHEREAS**, the Columbia Place Association filed Case No. 21 CV 907 in Franklin County Common Pleas Court to resolve any discrepancy in its title and ownership of Columbia Place (Private Drive) and received judgment declaring the Association owns fee simple title to all of the Columbia Place private drive, being Franklin County Parcel No. 020-004617; and

**WHEREAS**, the Columbia Place Association has offered to donate and convey to the City of Bexley that private street known as "Columbia Place" to be owned by the City of Bexley and become a public street; and

**WHEREAS**, it is in the interest and benefit of the City of Bexley and public at large that the City accept the donation of such Columbia Place as and for a public street.

**NOW THEREFORE, BE IT ORDAINED** by the Council of the City of Bexley, County of Franklin, State of Ohio, that:

**Section 1.** The City of Bexley accepts donation of the private street known as Columbia Place as platted in the Columbia Place subdivision recorded in Plat Book 58, Page 10 and platted in the Resubdivision of Reserve "A" of the Columbia Place subdivision recorded in Plat Book 61, Page 86 from the Columbia Place Association to the City of Bexley as and for public use and a public street, by General Warranty Deed in a form substantially similar as the General Warranty Deed attached hereto as Exhibit 1.

**Section 2.** The Mayor is authorized to do all acts and to execute all agreements and instruments appropriate or necessary to facilitate and carry out the donation and acceptance of the property and property interests identified in this ordinance, and to make any minor modifications to the instruments attached to this ordinance that are necessary to carry out the intent of this ordinance and the recording of the deed and any related easements.

**Section 3.** This Ordinance shall become effective from and after the earliest period provided by law.

Passed \_\_\_\_\_, 2021

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Lori Ann Feibel, President of Council

Attest: \_\_\_\_\_  
William Harvey, Clerk of Council

Approved: \_\_\_\_\_, 2021

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Ben Kessler, Mayor

First Reading:

Second Reading:

Third Reading:

Passed:

**ORDINANCE NO. \_\_\_\_\_**

**EXHIBIT A**

**GENERAL WARRANTY DEED**

COLUMBIA PLACE ASSOCIATION, an Ohio Nonprofit Corporation, for valuable consideration paid, grants, with general warranty covenants, to THE CITY OF BEXLEY, Ohio, whose tax-mailing address is 2242 East Main Street, Bexley, Ohio 43209, the following real property as situated in the County of Franklin, in the State of Ohio, and in the City of Bexley, and bounded and described as follows:

Being all of that private drive known as "Columbia Place" as shown on the Columbia Place plat recorded in Plat Book 58, Page 10 and that "Private Drive" as shown in the Resubdivision of Reserve A of Columbia Place plat of record in Plat Book 61 page 86, in the Recorder's office, Franklin County, Ohio.

Parcel ID: 020-004617-00

Prior Instrument Reference: Grantor claims title to the property by virtue of Instrument No. 198206300073134 as recorded with the Franklin County, Ohio Recorder, as clarified by the *Judgment Entry* filed on August 24, 2021, in Franklin County Common Pleas Case No. 21 CV 907.

**IN WITNESS WHEREOF**, the said Grantor hereunto has set its hand, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

COLUMBIA PLACE ASSOCIATION

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Karen McCoy, M.D., President

STATE OF OHIO

COUNTY OF FRANKLIN SS:

Executed before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Karen McCoy, M.D., president of the Columbia Place Association, who acknowledged the same to be her free and voluntary act on behalf of the Columbia Place Association.

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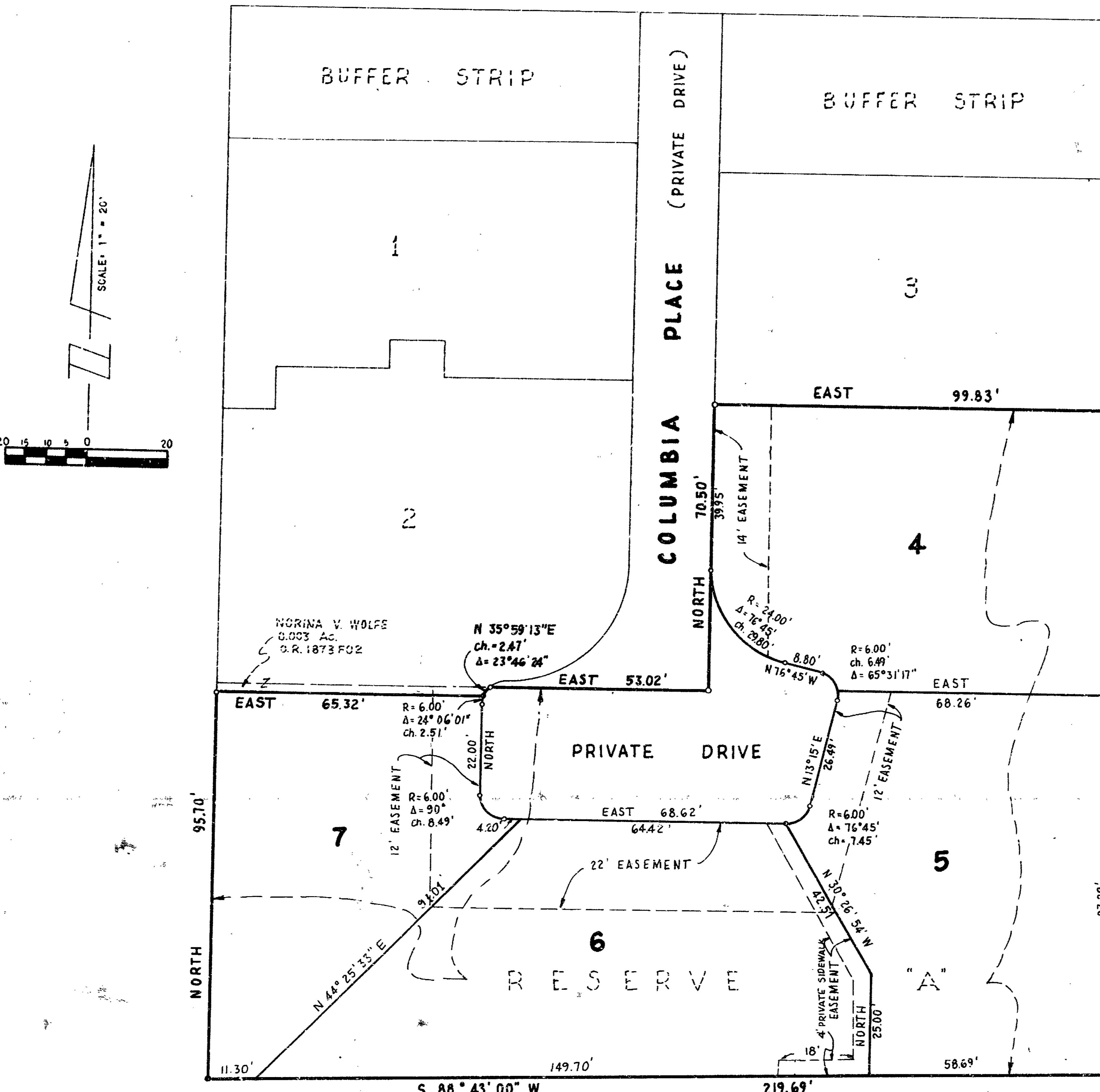
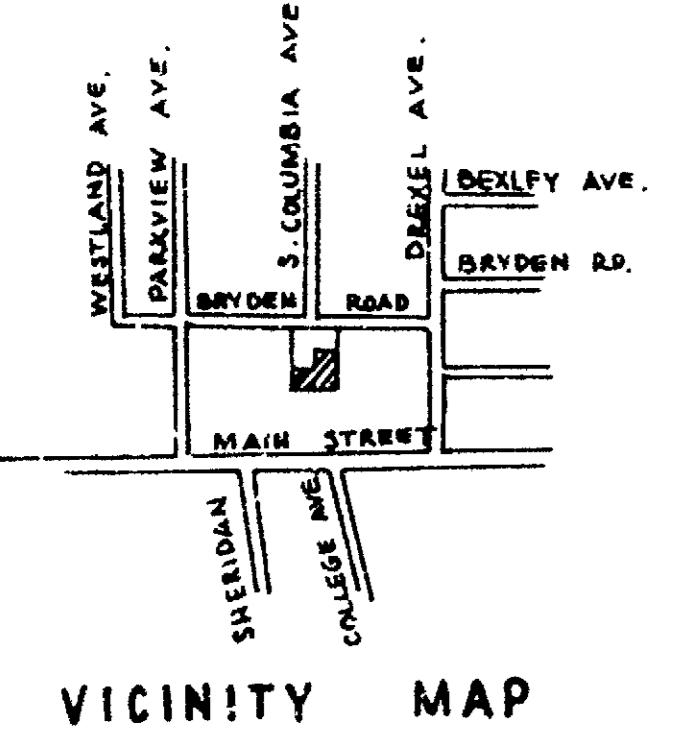
Notary Public

**Prepared by and return to:** THE BEHAL LAW GROUP LLC, 501 South High, Columbus, Ohio 43215



# RESUBDIVISION OF RESERVE "A" OF COLUMBIA PLACE

## BRYDEN ROAD



WE DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE ABOVE PREMISES, PREPARED THE ATTACHED PLAT AND THAT SAID PLAT IS CORRECT. ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF. DIMENSIONS SHOWN ALONG CURVES ARE CHORD MEASUREMENTS.

IRON PINS ARE INDICATED BY THE FOLLOWING SYMBOL: PERMANENT MARKERS ARE TO BE PLACED UPON COMPLETION OF CONSTRUCTION NECESSARY TO THE IMPROVEMENT OF THIS LAND ARE INDICATED BY THE FOLLOWING SYMBOL:

PREPARED BY: R.D. ZANDE & ASSOCIATES, LTD.  
1237 DUBLIN ROAD  
COLUMBUS, OHIO 43215

REGISTERED SURVEYOR NO. 6096



NOTE: THE BEARINGS SHOWN ON THE ATTACHED PLAT ARE BASED ON THE BEARINGS AS SHOWN ON COLUMBIA PLACE RECORD PLAT OF RECORD IN PLAT BOOK 58 PAGE 10

SITUATE IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF BEXLEY, IN HALF SECTION 20, SECTION 13, TOWNSHIP 5, RANGE 22, REFUGEE LANDS, AND BEING ALL RESERVE "A" OF COLUMBIA PLACE OF RECORD IN PLAT BOOK 58 PAGE 10, AND CONTAINING 0.639 ACRES, MORE OR LESS, AS CONVEYED TO BEXLEY PROPERTIES, BY DEED OF RECORD DEED BOOK 376, PAGES 419 AND 420, ALL REFERENCES BEING TO THOSE OF RECORD IN THE RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO.

THE UNDERSIGNED BEXLEY PROPERTIES, A SOLE PROPRIETORSHIP, BY SIDNEY I. BLATT, DULY AUTHORIZED, IN THE PREMISES, DOES HEREBY CERTIFY THAT THE ATTACHED PLAT CORRECTLY REPRESENTS HIS "RESUBDIVISION OF RESERVE "A" OF COLUMBIA PLACE", NE, SUBDIVISION OF LOTS 4 THRU 7, INCLUSIVE, AND A PRIVATE DRIVE AND DOES HEREBY ACCEPT THIS PLAT OF SAME.

EASEMENTS ARE RESERVED WHERE INDICATED ON THE PLAT, FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF ALL PUBLIC AND PRIVATE UTILITIES ABOVE AND BEHIND THE SURFACE OF THE GROUND AND WHERE NECESSARY ARE FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF SERVICE CONNECTIONS TO ALL ADJACENT LOTS AND LANDS AND FOR STORM WATER DRAINAGE.

IN WITNESS WHEREOF, SIDNEY I. BLATT  
OF BEXLEY PROPERTIES,  
SET HIS HAND THIS 6th DAY OF July, 1984.

WITNESSES

BEXLEY PROPERTIES

STATE OF OHIO SS.  
BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED SIDNEY I. BLATT, OF BEXLEY PROPERTIES, WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED AND THE VOLUNTARY ACT AND DEED OF SAID BEXLEY PROPERTIES, FOR THE USES AND PURPOSES EXPRESSED HEREIN.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS 6th DAY OF July, 1984.  
MY COMMISSION EXPIRES March 27, 1987   
NOTARY PUBLIC, STATE OF OHIO

APPROVED THIS 10th DAY OF July, 1984.   
CHAIRMAN, PLANNING COMMISSION  
BEXLEY, OHIO

APPROVED ACCEPTED THIS 10th DAY OF July, 1984, BY ORDINANCE  
NO. 10-84, BY THE COUNCIL, FOR THE CITY OF BEXLEY, OHIO  
  
MAYOR, BEXLEY, OHIO  
  
CLERK, BEXLEY, OHIO

APPROVED AND ACCEPTED THIS 26th DAY OF July, 1984   
AUDITOR, FRANKLIN COUNTY, OHIO  
  
S. J. LEWIS, C. L. LEWIS

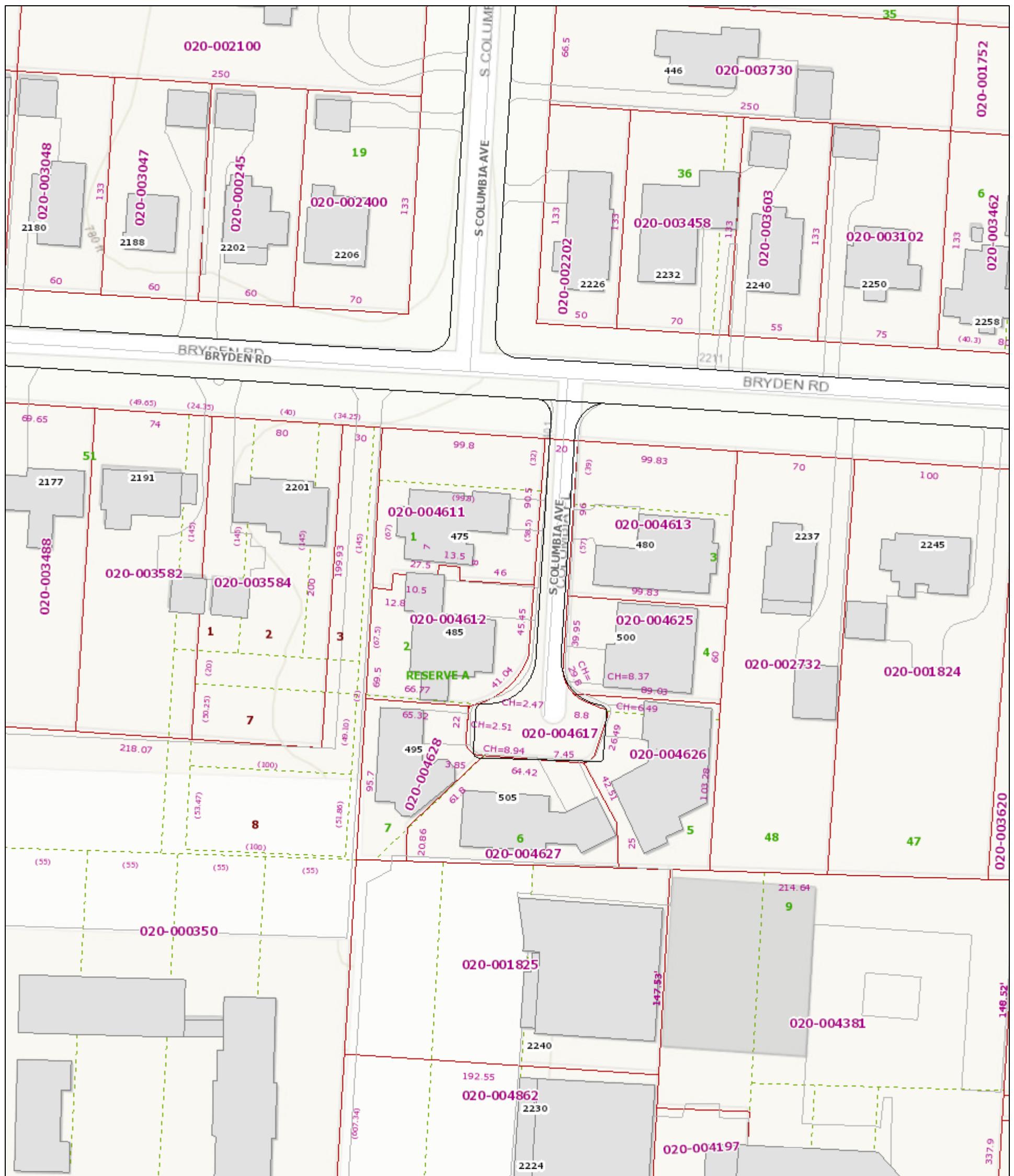
FILED FOR RECORD THIS 10th DAY OF July, 1984, AT 10:00 M.

FEES PAID FILE NO. 6096 RECORDER, FRANKLIN COUNTY, OHIO

RECORDED THIS 10th DAY OF July, 1984, PLAT BOOK 61, PAGE 86

DEPUTY RECORDER, FRANKLIN COUNTY, OHIO

# Columbia Place



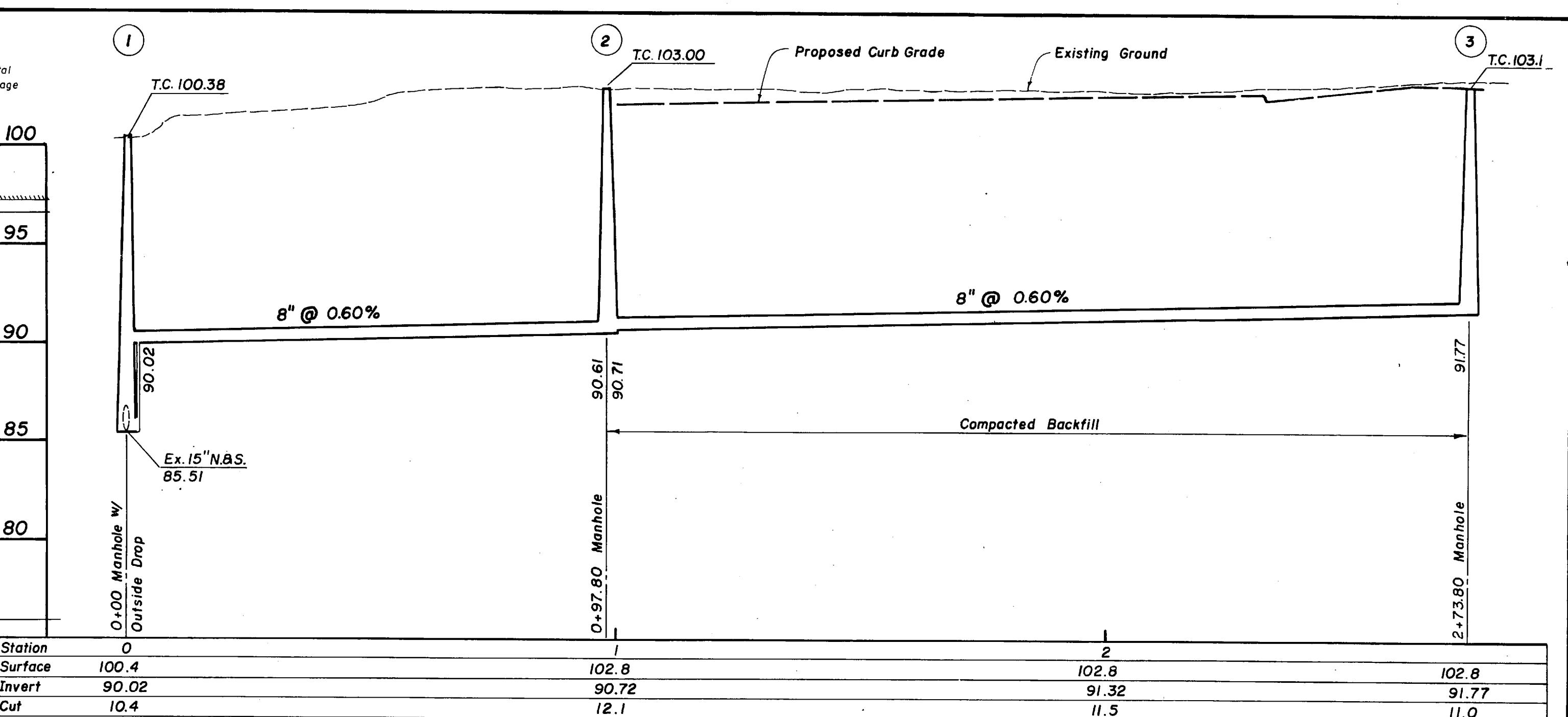
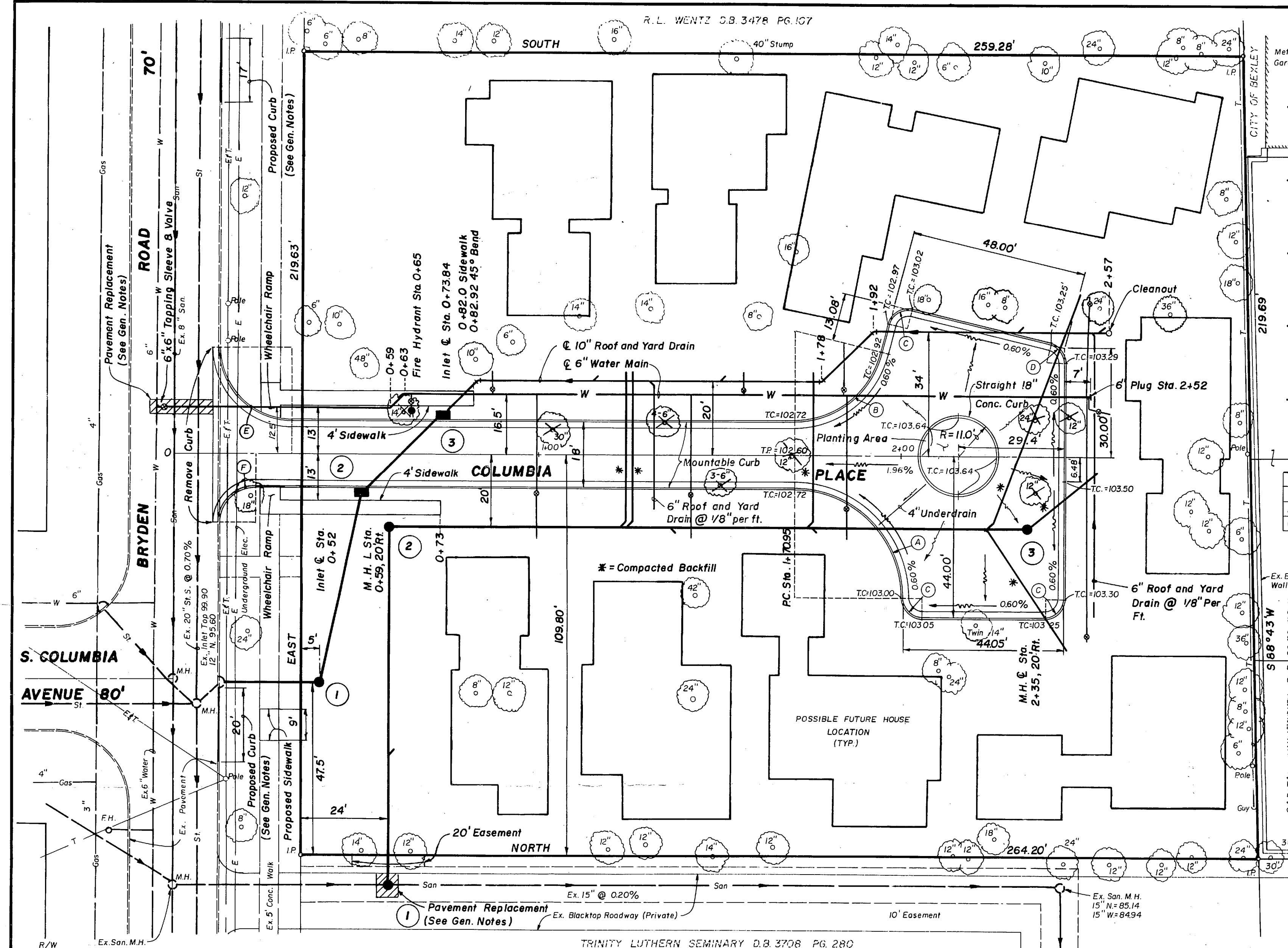
October 13, 2020

1:974

0 0.01 0.02 0.035 0.07 km  
0 0.0175 0.035

Franklin County Auditor  
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

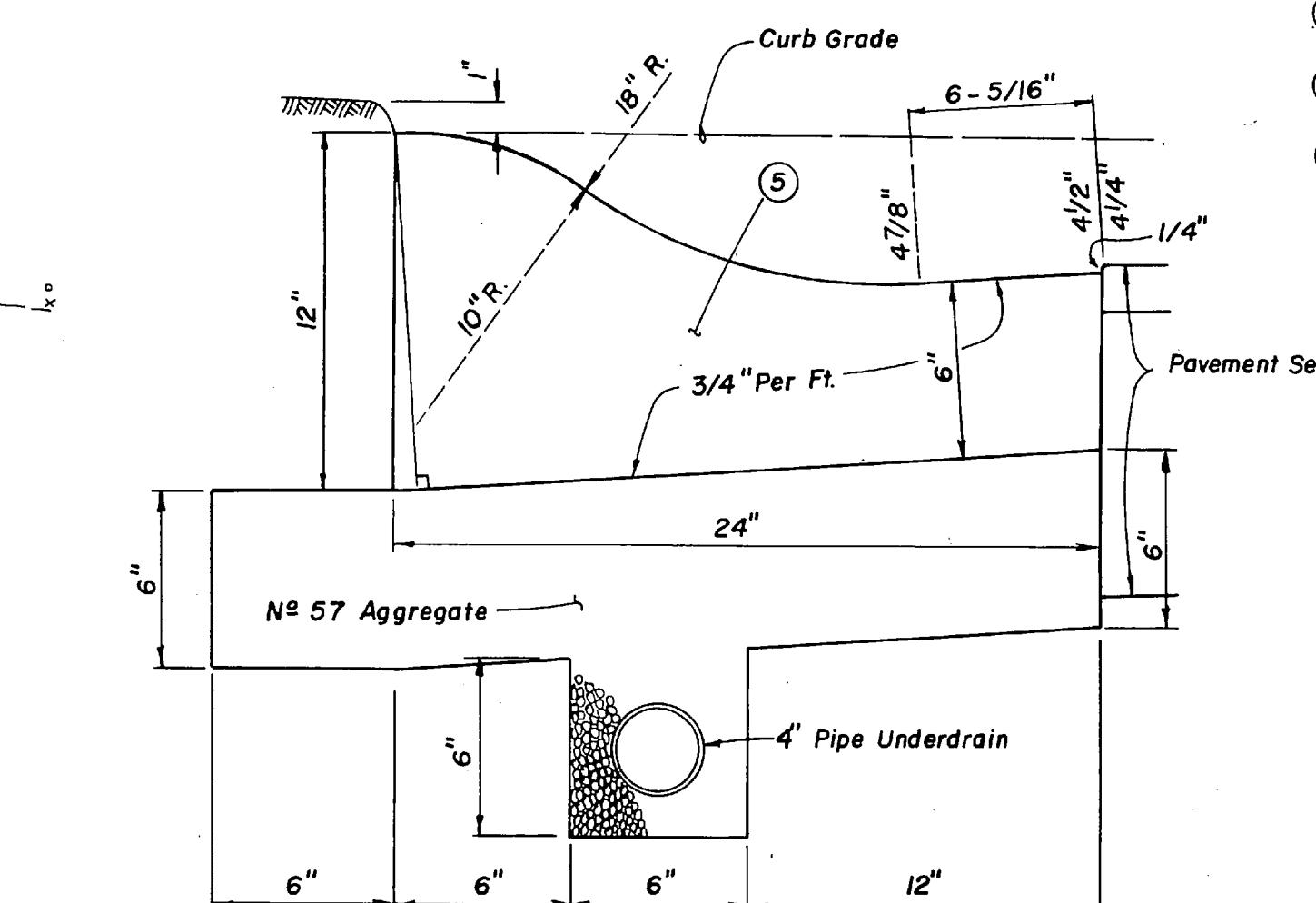
<b>Parcel</b>	<b>Address</b>	<b>Auditor Valuation</b>	<b>Property Taxes to City</b>	<b>Street Levy Portion</b>
020-004611	475 Columbia Place	\$411,800	\$677.55	\$391.61
020-004612	485 Columbia Place	\$656,700	\$1,080.49	\$624.51
020-004628	495 Columbia Place	\$477,200	\$785.16	\$453.81
020-004627	505 Columbia Place	\$535,000	\$880.26	\$508.77
020-004626	510 Columbia Place	\$891,700	\$1,467.15	\$847.98
020-004625	500 Columbia Place	\$649,500	\$1,068.65	\$617.66
020-004613	480 Columbia Place	\$581,700	\$957.09	\$553.18
				\$3,997.52



### TYPICAL 18' SECTION

- ① Mountable Curb, See Detail this sheet
- ② 2" Hot-Mixed, Hot Laid Asphalt Concrete, Item 404
- ③ Prime Coat, Item 408 applied at 0.1 Gal. per sq.yd.
- ④ 9"Aggregate Base Item 304
- ⑤ Class "C" Concrete, 6 1/2 Bag Mix, 7% to 9% Air Entrainment

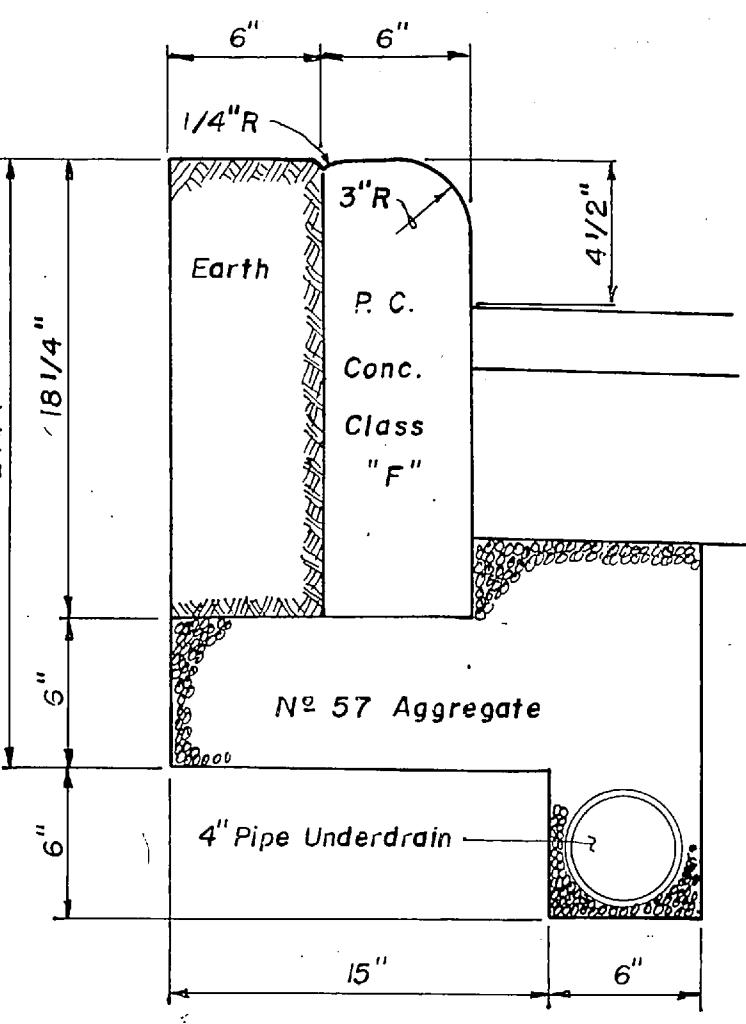
24 1/4"



#### **MOUNTABLE CURB RETA**

**CITY OF BEXLEY, OHIO**  
**PRIVATE**  
**STREET, WATER & SANITARY SEWER IMPROVEMENT**  
**COLUMBIA PLACE**

SCALE: Horiz. 1" = 20'  
Vert. 1" = 5' AUG. , 1980  
EVANS, MECHWART, HAMBLETON & TILTON, INC.  
CONSULTING ENGINEERS, SURGEONS



### GENERAL NOTES

The City of Bexley Requirements together with the City of Columbus Construction and Materials Specifications dated 1978, including all supplements thereto, shall govern this work except as such specifications are modified by indicated notes or details set forth herein.

Any modifications or changes to the sanitary sewer work as shown on the drawings, must have prior written approvals by the Superintendent Division of Sewerage and Drainage, City of Columbus.

Roof drains, foundation drains and other clean water connections to the sanitary sewer system are prohibited on this project.

If ABS Composite pipe is used, all wye or tee branches shall be fitted with a 2 foot (min.) length of ABS Solid Wall Sewer Pipe with a solvent weld cap or plug on the end. The cost of this shall be included in the price per lineal foot for sewer items.

Location, support, protection and restoration of all existing utilities and appurtenances shall be the responsibility of the Contractor. The cost of this work shall be included in the unit price bid for the various items. It shall be the responsibility of the Contractor, prior to construction to determine in the field the actual locations and elevations of all existing utilities whether shown on the plan or not. The Contractor shall call 1-800-362-2764 (toll free) 72 hours prior to any excavation.

The Contractor and Sub-Contractor shall be solely responsible for complying with the Occupational Safety and Health Act of 1970 during the conduct and performance on and in connection with this project.

The Contractor shall obtain all necessary permits for construction of this project prior to construction.

Water service boxes shall be located 24" from the back of curb unless otherwise shown on the plan.

In case of conflict in grade between water lines and storm sewers the water lines shall be lowered during construction.

On the dead end 6" water main, two 3/4" taps shall be installed within two feet of the end of the main.

All traffic lanes shall be fully open to traffic on Bryden Road and the private drive along the east property line from 7:00 to 9:00 A.M. and 4:00 to 6:00 P.M. One lane may be closed to traffic during working hours. All trenches shall be backfilled or securely plated during non-working hours.

Steady Burning Type C lights shall be required on all barricades, drums, and similar traffic control devices in use at night. Permanent Pavement replacement on Bryden Road and the private drive along the east property line shall be constructed in accordance with Item 628 of the Specifications and Standard Drawing 1244 Dr.A. Type I-C.

The Contractor shall contact the property owner at least 72 hours prior to curb construction in order to locate possible curb openings for roof drains.

The Contractor shall not remove any trees without prior written approval by the owner.

The Contractor shall perform leakage test and furnish all necessary equipment and materials in order to test sanitary sewer and water main in accordance with the City of Columbus Specifications.

The minimum requirement for the 10" and 6" storm sewer pipe shall be P.V.C. sewer ASTM D-3034, SDR 35 or approved equal.

All 6" service extensions for future roof and yard drains shall be laid on a grade of 1/8" per foot.

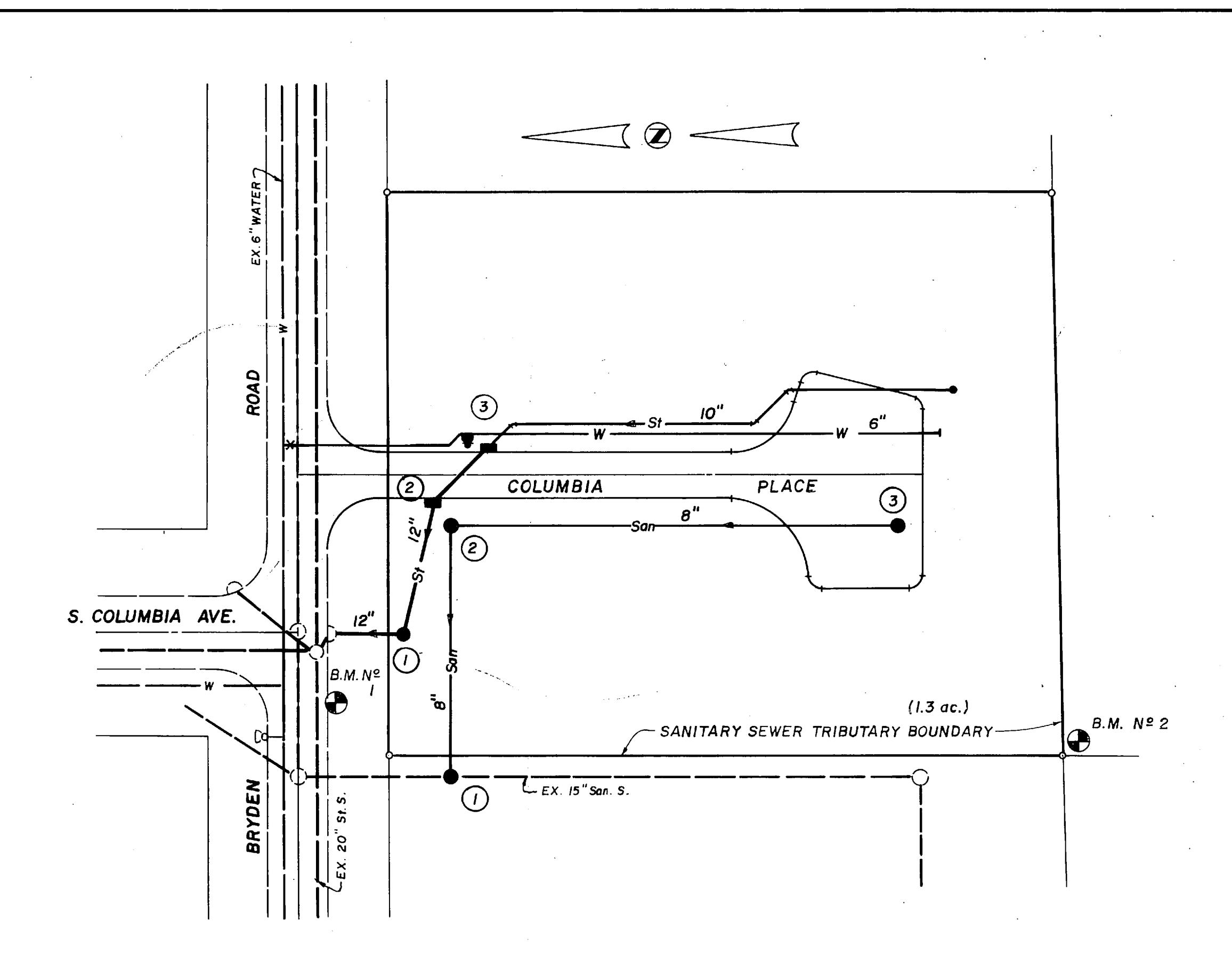
All wye braces and 6" service extensions for future roof and yard drains shall be plugged.

All curb designated for replacement on Bryden Road shall be constructed in accordance with C'ty of Columbus Standard Drawing 1117 Dr.A. Item 609.

All wheelchair ramps shall be constructed in accordance with City of Columbus Standard Drawing 1227 Dr.A. Item 608. Cost of wheelchair ramps to be included in price bid for sidewalk Item 608.

## CITY OF BEXLEY, OHIO PRIVATE STREET, WATER AND SANITARY SEWER IMPROVEMENT FOR

# COLUMBIA PLACE

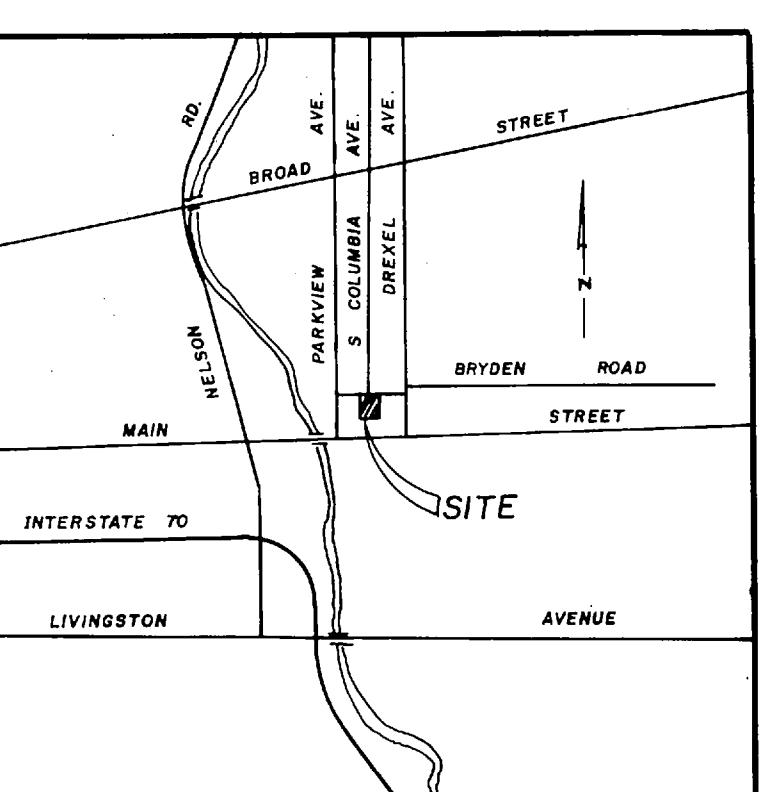


INDEX MAP  
SCALE: 1/8" = 40'

### CITY OF COLUMBUS STANDARD CONSTRUCTION DRAWINGS

The Standard Construction Drawings listed on these plans shall be considered a part thereof.

1117 Dr.A. 1153 Dr.A. 1227 Dr.A.	AA-S-100 AA-S-102 AA-S-106 AA-S-110 AA-S-111 AA-S-112 AA-S-119 AA-S-123 AA-S-151 AA-S-160	L-6306 L-6309 L-6310 L-6311 L-6637 L-7001
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SITE MAP

### BENCH MARKS

B.M. No. 1	P.K. Nail in East side of Electric pole located 30' ± South of the $\frac{1}{2}$ intersection of Bryden Road and South Columbia Avenue. Elev. 100.86
B.M. No. 2	Top of Iron Pin locating the Southwest corner of subject property. Elev. 101.82

ESTIMATE OF QUANTITIES			
ITEM	QUAN.	UNIT	DESCRIPTION
<b>STREET</b>			
202	50	L.F.	Curb Removed (Bryden Road)
203	420	C.Y.	Excavation including embankment construction
304	171	C.Y.	Aggregate Base (9" thick)
404	38	C.Y.	Asphalt Concrete (2" thick)
408	680	S.Y.	Prime Coat
604	660	L.F.	4" Underdrains
608	510	S.F.	Sidewalk
609	590	L.F.	Mountable Curb and Gutter
609	37	L.F.	Curb Replaced (Bryden Road) including Excavation
628	14	S.Y.	Pavement Replacement (Sanitary and Water)
609	70	L.F.	Straight 18" Cane Curb
<b>STORM</b>			
604	1	Ea.	Type "A" Manhole
604	2	Ea.	42" Curb Inlet
901	110	L.F.	12" Concrete Pipe 706.0J, Class II w/Type I Bedding
Spec.	195	L.F.	10" P.V.C. Storm sewer ASTM D-3034, SDR-35 Including Cleanout
Spec.	115	L.F.	6" P.V.C. Storm sewer ASTM D-3034; SDR-35
Spec.	6	Ea.	6" x 10" Wye Branch
<b>WATER</b>			
801	260	L.F.	6" Ductile Iron Water Pipe; Class 53
802	1	Ea.	6 Valve w/Box
805	1	Ea.	6" x 6" Tapping Sleeve and Valve w/Heavy Duty Valve Box
805	5	Ea.	3/4" Water Taps (long)
805	4	Ea.	3/4" Water Taps (short)
805	1	Ea.	Fire Hydrant
<b>SANITARY</b>			
604	2	Ea.	Manholes, Type C
604	1	Ea.	Manholes, w/Outside drop (AA-S-110)
901	275	L.F.	8" Sanitary Sewer w/Type I Bedding
915	9	Ea.	6" x 8" Wye Branch
918	177	L.F.	6" Sanitary Sewer w/Type I Bedding (Under pavement one per trench)
* 918	86	L.F.	6" Sanitary Sewer w/Type I Bedding (Under pavement two per trench)

\* The footage indicated represents the length of service pipe rather than the length of trench required.

Prepared By  
EVANS, MECHWART, HAMILTON & TILTON, INC.

By  
Registered Engineer No. 33179 Date

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 1980.  
Mayor, City of Bexley

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 1980.  
Assistant Service Director, City of Bexley

Approved Sanitary Sewer Only

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 1980.  
Supt. Division of Sewerage and Drainage  
City of Columbus

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 1980.  
Director of Public Service  
City of Columbus

Approved on the part of the City of Columbus is given pursuant to the provisions of the sewer service agreement  
with the City of Bexley.

1117 Dr.A. 1153 Dr.A. 1227 Dr.A.	AA-S-100 AA-S-102 AA-S-106 AA-S-110 AA-S-111 AA-S-112 AA-S-119 AA-S-123 AA-S-151 AA-S-160	L-6306 L-6309 L-6310 L-6311 L-6637 L-7001
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Page 50 of 136

Annual Depreciation / Replacement Cost Calculation

Columbia Place, City of Bexley Ohio

Prepared By David B Koch, PE 10/11/2021

Ref: Street, Water, Sanitary, Storm Plans from 1980

Item	Quantity	Units	Unit Cost (2021 \$)	Total Cost	Est. Life (years)	Annual Cost
Pavement Base	680	SY	70	\$47,600	80	\$595
Asphalt Surface	680	SY	20	\$13,600	15	\$907
Concrete Curb	590	LF	40	\$23,600	50	\$472
Storm Sewer (lining cost only)	305	LF	65	\$19,825	80	\$248
Sanitary Sewer (lining cost only)	275	LF	45	\$12,375	80	\$155
Water Main	260	LF	200	\$52,000	80	\$650
Water Services (main to curb)	9	Ea	3000	\$27,000	80	\$338
<b>Totals</b>				<b>\$196,000</b>		<b>\$3,364</b>

Above Costs do not include:

Cost to repair current deficiencies

Sanitary Sewer Services (Private)

Water Services behind curb (Private)

Storm Sewer Service Lines for Roof Drains and Sump Pumps (Private)

Sidewalks or Driveways (Private)

Misc. Costs to replace improvements built on top of utility easements (trees, sidewalks, driveways, landscape)

Irrigation System Repair when other work in Right of Way is replaced (Private)

Notes:

The existing pavement is only 2" thick asphalt on top of 9" of gravel.

This is less than a typical City Street. Typical would be 3"(+) of asphalt on top of a 6" thick concrete base.

Pavement width is only 15' between curbs and may be difficult to plow snow if vehicles are allowed to park on street.

Some sidewalk panels were installed with excessive cross-slope and are not ADA Accessible.

The existing water main is a dead end and cannot be flushed as there is not a fire hydrant located at the end.

This may result in poor water quality and potential issues with sediment and buildup of deposits.

ORDINANCE NO. 39 - 21

By: Jessica Saad

**An Ordinance to amend the Bed and Breakfast at  
519 South Drexel Avenue in the City of Bexley, Ohio.**

**WHEREAS,** In 2013, City Council granted a variance to the owners of 519 South Drexel Avenue to modify the former multi-family residential structure and to convert it into a single-family residential structure configured for use as a Bed and Breakfast establishment; and

**WHEREAS,** Capital University has entered into a contract to purchase the Bed and Breakfast, with the intent to continue to operate it as a Bed and Breakfast with use available to the public in much the same manner as it is currently operated;

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:**

**Section 1.**

That a variance is hereby provided, to permit a Bed and Breakfast use at 519 South Drexel Avenue in the City of Bexley, Ohio, with the ~~condition that the proposed improvements undergo the standard architectural review process through the Bexley Environmental Review Board, and that the use is subject to the following conditions:~~

- (1) Owner. The owner of the Bed and Breakfast shall occupy and live full-time on the premises, **except as otherwise provided in (9).**
- (2) Employees. No more than one employee shall be permitted to work on the premises at any time, and none shall be present between the hours of 11:00 p.m. and 6:00 a.m., **except as otherwise provided in (9).** Members of the owner's immediate family who are residents on the premises shall not be considered employees, whether or not paid.
- (3) Guest rooms. The Bed and Breakfast shall have a maximum of five guest rooms. Guest rooms must have their own attached bathrooms. There shall be no more than ten (10) adult guests at one time. For the purpose of this section, "adult" means any person over the age of eighteen (18). Smoke detectors shall be provided in each guest room. No cooking facilities nor portable heating devices shall be permitted in guest rooms.
- (4) Consecutive nights. The maximum length of stay for any guest is fourteen (14) consecutive days **nights.**
- (5) Parking. A minimum of one off-street (1) space for each guest room shall be provided with two additional spaces provided for the owner in addition to those for the guest rooms. All on-site parking shall install and maintain fencing or a hedge to adequately screen neighbors from its view.
- (6) Exterior appearance/signage. There shall be no change in the outside appearance of the building or premises that detracts from the residential character of the residence or from the residential character of the neighborhood, or other visible evidence of the conduct of such Bed and Breakfast residence other than one sign identifying the property as a bed-and-breakfast inn. The sign shall not exceed three square feet in area and shall be mounted on the front of the residence.
- (7) Food. Any food service shall be limited to breakfast for those purchasing lodging and shall not be advertised to the general public as a restaurant.

- (8) **Licenses.** All state and local fire, sanitation and food service provisions must be met and appropriate licenses obtained.
- (9) **Capital University Ownership.** In the event that the property is owned by Capital University, either directly or through a wholly-owned subsidiary, items (1) and (2) do not apply, but the following conditions do apply:
  - (a) An employee of Capital University shall occupy and live full-time on the premises. Members of this employee's immediate family who are residents on the premises shall not be considered employees, whether or not paid. No other employees working at the Bed and Breakfast shall be on the premises between the hours of 11:00 p.m. and 6:00 a.m., unless required to respond to an emergency.
  - (b) The Bed and Breakfast shall remain available to the public, and shall be consistently and publicly marketed as a Bed and Breakfast.
  - (c) The Bed and Breakfast shall not be occupied by students enrolled in Capital University, unless said student has paid for and booked accommodation via publicly available booking systems at a market rate, or is staying with another guest who has.

**Section 2.**

That this Ordinance shall not go into effect until Capital University executes a binding agreement, in a form acceptable to the City Attorney, guaranteeing that the property shall remain taxable on the same basis as if owned by an individual and that Capital University will not apply for or otherwise accept a tax exemption on the property.

**Section 3.**

That this Ordinance shall otherwise go into effect and be in force from and after the earliest period allowed by law.

Passed: \_\_\_\_\_, 2021

\_\_\_\_\_  
Lori Ann Feibel, President of Council

Attest: \_\_\_\_\_  
Clerk of Council

Approved: \_\_\_\_\_, 2021

\_\_\_\_\_  
Ben Kessler, Mayor

**RESOLUTION NO. 13 - 21**

**By: Troy Markham**

**A Resolution adopting the 2021 recommendations of the Bexley Tax Incentive Review Council regarding tax-abated properties in the City of Bexley.**

**WHEREAS**, UNDER O.R.C. Section 3735.67, the owners within three developments on East Main Street have submitted applications for, and been granted, tax exemptions on real property improvements; and

**WHEREAS**, the owner of Bexley Gateway Plaza (Parcel N. 020-004740 aka 2152-2158 East Main Street) is Bexley Gateway Plaza Ltd and the property was granted a 15-year 50% tax exemption under Ordinance 74-04; and

**WHEREAS**, the owners of the condominiums and garages at Bexley Gateway Plaza (parcels 020-000380, 020-004741, 020-004742, 020-004756 through 020-004783, 020-004785 through 020-004815, 020-004818 through 020-004838, and 020-004843 through 020-004845) have applied for and received tax abatements under the Bexley Main Street Residential CRA, consisting of a 15-year abatement averaging 70%; and

**WHEREAS**, the owners of Parcel 020-004737 and 020-004738 were granted a 15-year declining tax exemption (100% years 1-5; 75% years 6-9; 50% years 10-13; 25% years 14-15) under Ordinance 14-10; and

**WHEREAS**, the owners of the condominiums at the Gramercy (parcels 020-004866, 020-004867, 020-004868, 020-004869) have applied for and received tax abatements under the Bexley Main Street Residential CRA, consisting of a 70%, 15-year abatement commencing in tax year 2018; and

**WHEREAS**, at a meeting on June 25, 2021, the Bexley Tax Incentive Review Council (“TIRC”) reviewed the tax exemption agreements and investment, payroll, and job commitments contained in those agreements versus progress made toward achieving those commitments; and

**WHEREAS**, the Bexley Tax Incentive Review Council has recommended the continuance of the abatements that have been provided by the City of Bexley, and has reviewed the City’s Tax Increment Financing district and fund status, and the corresponding TIRC report is attached to this Resolution as “Exhibit A”;

**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:**

**Section 1.** That the existing real property tax exemption for parcel 020-004740 (Bexley Gateway Plaza) shall be continued.

**Section 2.** That the existing residential abatements for the condominiums and garages commonly known as "The Alexander", parcels 020-000380, 020-004741, 020-004742, 020-004756 through 020-004783, 020-004785 through 020-004815, 020-004818 through 020-004838, and 020-004843 through 020-004845, shall be continued.

**Section 3.** That the abatements for parcel 020-004737 and 020-004738 (One Dawson) be continued for the terms and percentages specified in Ordinance No. 14-10, dated April 13, 2010, beginning at 100% for the first effective year of the abatement and declining to 25% by the expiration of the term, for an average of 70%, shall be continued.

**Section 4.** That the residential abatements for the condominiums located at the Gramercy, for parcels 020-004866, 020-004867, 020-004868, 020-004869, commencing in 2018 and continuing for 15 years at a 70% abatement, shall be continued.

**Section 5.** This Resolution shall go into full force and effect at the earliest date allowed by law.

Passed: \_\_\_\_\_, 2021

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Lori Ann Feibel, President of Council

Attest: \_\_\_\_\_  
Clerk of Council

Approved: \_\_\_\_\_, 2021

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Ben Kessler, Mayor

First Reading:  
Second Reading:  
Third Reading:



Bexley Tax Incentive Review Council  
3:00 p.m., August 27, 2020

**MINUTES**

- 1. Call to Order – 3:00 p.m.**
- 2. Roll Call-** Michael Stinziano Franklin County Auditor, Michael Kinninger Franklin County Board of Commissions, Kelan Craig Franklin County Board of Commissions, Mark Weiker, Ben Kessler Mayor City of Bexley, Beecher Hale, City of Bexley, Gina Shelton, Attorney Franklin County Board of Commissions.
- 3. Non-Members Present:** Debbie Maynard Assistant to the Mayor of the City of Bexley.
- 4. Excuse Absent Members:** Deborah Kutasy, Kyle Smith Bexley City Schools, Kim Miller Bexley City Schools.
- 5. Approval of Minutes:**
  - A. Minutes of the August 20, 2019 Meeting – Amended change by Ms. Shelton as to which individual made a motion.  
**Motion to approve as corrected by Mr. Weiker and seconded by Mr. Craig. Vote taken – all in favor.**  
**PASSED**
- 6. Administration Reports, Correspondence & Claims - None**
- 7. Action on Current Tax Exemption Cases**
  - A. Bexley Gateway Plaza Commercial Exemption (Parcels Nos. 020-004740 and 020-004756)
    - i. Mayor Kessler explained that this facility is a “mixed-use” property with 50% commercial. He said they have an increase in payroll from last year. The currently have 111 employees with a 79 personnel commitment. Mayor Kessler said they are in compliance.  
**Motion to approve made by Mr. Weiker and seconded by Mr. Craig. All in favor**  
**APPROVED**
  - B. One Dawson Building – Residential Exemptions

Mayor Kessler confirmed with Ms. Shelton that since this is strictly a residential agreement, no Ordinance is required and the TIRC can vote on the agreement to continue the residential abatement. Ms. Shelton agreed.

**Motion made to approve compliance by Mr. Craig. Motion was seconded by Mr. Kinninger.**

**APPROVED**

C.

1. Gramercy Building – Residential Exemptions

2424 East Main Street (Parcels No. 020-004866 through 020-004869)

Mayor Kessler said there are four (4) residential units in this building. Mayor Mayor said they are in compliance.

**Motion to approve made by Mr. Kinninger and seconded by Mr. Weiker.**

**APPROVED**

2. Bexley Gateway Plaza Condominiums' Residential Exemptions

(Parcel Nos. 020-004741, 020-004742, 020-004756 through 020-004815, 020-004818 through 020-004856)

Mayor Kessler said there are a total of 33 condominiums that all residential. They have all sold and he would recommend that they are in compliance.

Ms. Shelter said Ordinance 15-11 does not define jobs as “full-time” and will need amended. Mayor Kessler said that actually refers to the previous property but he would certainly make a note.

**Motion to approve made by Mr. Craig. Motion seconded by Mr. Kinninger.**

**PASSED**

## **7. Report on Main Street Tax Increment Financing (TIF) District**

Mayor Kessler provided the report with the balance and receipts with improvements to Main Street and the adjacent park. We have tracked 44 million dollars in improvements since the TIF was initiated. Mayor Kessler said there was one individual who is delinquent on their parcel.

**Motion made Mr. Weiker and seconded by Mr. Craig.**  
**PASSED**

## **8. Bexley City Hall Redevelopment TIF -** Mayor Kessler said in 2019 we received revenue paid to the City. He said the balance is \$77,069.00

**Motion made to approve and exempt by Mr. Weiker. Motion seconded by Mr. Craig.  
PASSED**

- 11. Adjournment – Motion to Adjourn made by Mr. Kinniger. Motion was seconded by Mr. Weiker.  
ADJOURNED AT 3:30 P.M.**



## Bexley Tax Incentive Review Council

2:00 p.m., June 25, 2021

### **AGENDA**

**1. Call to Order**

**2. Roll Call**

**3. Approval of Minutes:**

- A. Minutes of the August 27, 2020 Meeting

**4. Action on Current Tax Exemption Cases**

- A. Bexley Gateway Plaza Commercial Exemption (Parcels Nos. 020-004740 and 020-004756)
- B. Bexley Gateway Plaza Condominiums' Residential Exemptions (Parcel Nos. 020-004741, 020-004742, 020-004756 through 020-004815, 020-004818 through 020-004856)
- C. One Dawson Building – Residential Exemptions  
2372 East Main Street (Parcels No. 020-004737 and 020-004738)
- D. Gramercy Building – Residential Exemptions  
2424 East Main Street (Parcels No. 020-004866 through 020-004869)

**7. Report on Main Street Tax Increment Financing (TIF) District**

**8. Other Business**

**11. Adjournment**



Bexley Tax Incentive Review Council  
3:00 p.m., August 27, 2020

**MINUTES**

- 1. Call to Order – 3:00 p.m.**
- 2. Roll Call-** Michael Stinziano Franklin County Auditor, Michael Kinninger Franklin County Board of Commissions, Kelan Craig Franklin County Board of Commissions, Mark Weiker, Ben Kessler Mayor City of Bexley, Beecher Hale, City of Bexley, Gina Shelton, Attorney Franklin County Board of Commissions.
- 3. Non-Members Present:** Debbie Maynard Assistant to the Mayor of the City of Bexley.
- 4. Excuse Absent Members:** Deborah Kutasy, Kyle Smith Bexley City Schools, Kim Miller Bexley City Schools.
- 5. Approval of Minutes:**
  - A. Minutes of the August 20, 2019 Meeting – Amended change by Ms. Shelton as to which individual made a motion.  
**Motion to approve as corrected by Mr. Weiker and seconded by Mr. Craig. Vote taken – all in favor.**  
**PASSED**
- 6. Administration Reports, Correspondence & Claims - None**
- 7. Action on Current Tax Exemption Cases**
  - A. Bexley Gateway Plaza Commercial Exemption (Parcels Nos. 020-004740 and 020-004756)
    - i. Mayor Kessler explained that this facility is a “mixed-use” property with 50% commercial. He said they have an increase in payroll from last year. The currently have 111 employees with a 79 personnel commitment. Mayor Kessler said they are in compliance.  
**Motion to approve made by Mr. Weiker and seconded by Mr. Craig. All in favor**  
**APPROVED**
  - B. One Dawson Building – Residential Exemptions

Mayor Kessler confirmed with Ms. Shelton that since this is strictly a residential agreement, no Ordinance is required and the TIRC can vote on the agreement to continue the residential abatement. Ms. Shelton agreed.

**Motion made to approve compliance by Mr. Craig. Motion was seconded by Mr. Kinninger.**

**APPROVED**

C.

1. Gramercy Building – Residential Exemptions

2424 East Main Street (Parcels No. 020-004866 through 020-004869)

Mayor Kessler said there are four (4) residential units in this building. Mayor Mayor said they are in compliance.

**Motion to approve made by Mr. Kinninger and seconded by Mr. Weiker.**

**APPROVED**

2. Bexley Gateway Plaza Condominiums' Residential Exemptions

(Parcel Nos. 020-004741, 020-004742, 020-004756 through 020-004815, 020-004818 through 020-004856)

Mayor Kessler said there are a total of 33 condominiums that all residential. They have all sold and he would recommend that they are in compliance.

Ms. Shelter said Ordinance 15-11 does not define jobs as “full-time” and will need amended. Mayor Kessler said that actually refers to the previous property but he would certainly make a note.

**Motion to approve made by Mr. Craig. Motion seconded by Mr. Kinninger.**

**PASSED**

## **7. Report on Main Street Tax Increment Financing (TIF) District**

Mayor Kessler provided the report with the balance and receipts with improvements to Main Street and the adjacent park. We have tracked 44 million dollars in improvements since the TIF was initiated. Mayor Kessler said there was one individual who is delinquent on their parcel.

**Motion made Mr. Weiker and seconded by Mr. Craig.**  
**PASSED**

## **8. Bexley City Hall Redevelopment TIF -** Mayor Kessler said in 2019 we received revenue paid to the City. He said the balance is \$77,069.00

**Motion made to approve and exempt by Mr. Weiker. Motion seconded by Mr. Craig.  
PASSED**

- 11. Adjournment – Motion to Adjourn made by Mr. Kinniger. Motion was seconded by Mr. Weiker.  
ADJOURNED AT 3:30 P.M.**

**RESOLUTION NO. 08 - 20**

**By: Troy Markham**

**A Resolution adopting the 2020 recommendations of the Bexley Tax Incentive Review Council regarding tax-abated properties in the City of Bexley.**

**WHEREAS**, UNDER O.R.C. Section 3735.67, the owners within three developments on East Main Street have submitted applications for, and been granted, tax exemptions on real property improvements; and

**WHEREAS**, the owner of Bexley Gateway Plaza (Parcel N. 020-004740 aka 2152-2158 East Main Street) is Bexley Gateway Plaza Ltd and the property was granted a 15-year 50% tax exemption under Ordinance 74-04; and

**WHEREAS**, the owners of the condominiums and garages at Bexley Gateway Plaza (parcels 020-000380, 020-004741, 020-004742, 020-004756 through 020-004783, 020-004785 through 020-004815, 020-004818 through 020-004838, and 020-004843 through 020-004845) have applied for and received tax abatements under the Bexley Main Street Residential CRA, consisting of a 15-year abatement averaging 70%; and

**WHEREAS**, the owners of Parcel 020-004737 and 020-004738 were granted a 15-year declining tax exemption (100% years 1-5; 75% years 6-9; 50% years 10-13; 25% years years 14-15) under Ordinance 14-10; and

**WHEREAS**, the owners of the condominiums at the Gramercy (parcels 020-004866, 020-004867, 020-004868, 020-004869) have applied for and received tax abatements under the Bexley Main Street Residential CRA, consisting of a 70%, 15-year abatement commencing in tax year 2018; and

**WHEREAS**, at a meeting on August 27, 2020, the Bexley Tax Incentive Review Council ("TIRC") reviewed the tax exemption agreements and investment, payroll, and job commitments contained in those agreements versus progress made toward achieving those commitments; and

**WHEREAS**, the Bexley Tax Incentive Review Council has recommended the continuance of the abatements that have been provided by the City of Bexley, and has reviewed the City's Tax Increment Financing district and fund status, and the corresponding TIRC report is attached to this Resolution as "Exhibit A";

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

**Section 1.** That the existing real property tax exemption for parcel 020-004740 (Bexley Gateway Plaza) shall be continued.

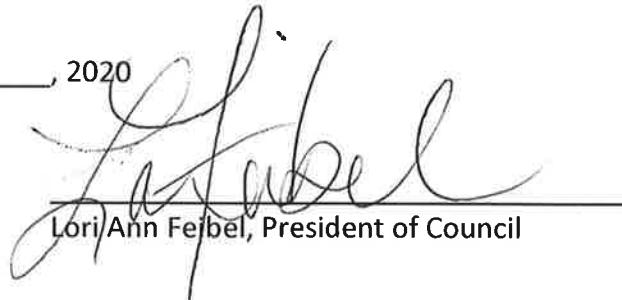
**Section 2.** That the existing residential abatements for the condominiums and garages commonly known as "The Alexander", parcels 020-000380, 020-004741, 020-004742, 020-004756 through 020-004783, 020-004785 through 020-004815, 020-004818 through 020-004838, and 020-004843 through 020-004845, shall be continued.

**Section 3.** That the abatements for parcel 020-004737 and 020-004738 (One Dawson) be continued for the terms and percentages specified in Ordinance No. 14-10, dated April 13, 2010, beginning at 100% for the first effective year of the abatement and declining to 25% by the expiration of the term, for an average of 70%, shall be continued.

**Section 4.** That the residential abatements for the condominiums located at the Gramercy, for parcels 020-004866, 020-004867, 020-004868, 020-004869, commencing in 2018 and continuing for 15 years at a 70% abatement, shall be continued.

**Section 5.** This Resolution shall go into full force and effect at the earliest date allowed by law.

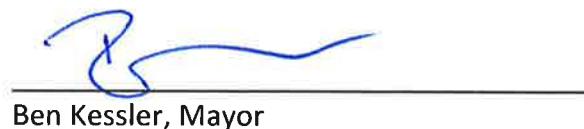
Passed: October 13, 2020



Lori/Ann Feibel, President of Council

Attest: Will H. Kessler  
Clerk of Council

Approved: October 13, 2020



Ben Kessler, Mayor

First Reading: 9-8-20  
Second Reading: 9/22/20  
Third Reading: 10/13/20  
Passed 10/13/20

## Abatement Form

**Name of TIRC** Bexley  
**Company Name** Gateway (2152-2158 E Main st)

**CRA Name** Bexley E. Main Street CRA  
**First Year** 2008   **Last Year** 2022  
**Total Appraised Value** \$4,510,000  
**Annual Tax Paid** \$78,217.30  
**Delinquent Tax** \$0  
**Building Description/Use** Mixed use  
**Tenants** Clean Title Moshi Sushi Jeni's Rusty Bucket  
USRC Raymond James Bespoke Salon

**Date of TIRC** June 25, 2021  
**Community Reinvestment Area Type** New Construction  
**Percent Abated** 50%  
**Number of Years** 15  
**Total Value Abated** 12/31/2009  
**Foregone Tax** \$59,762.83  
**Do you believe this abatement is in compliance?** Yes  
**Parcel Numbers** 020-004740  
**Vacancies** None as of 1/1/2020

### Project Details/History

Bexley Gateway Plaza is a mixed-use property with commercial suites and residential condominiums. Constructed in 2007, the commercial portion consist of restaurant and office users, with seven commercial tenants located on the property.

### Additional Information



### Agreement Benchmarks

**Real Estate Only Investment** \$17,700,000  
**Investment Completion Date** 12/31/2009  
**Number of Retained Jobs** 0  
**Payroll Retained** \$572,604  
**Number of New Jobs Created** 79  
**New Yearly Payroll Created** \$1,200,000  
**Jobs/Payroll Created By** 12/31/2009

### Other Agreement Benchmarks

### Notes

### As Verified

**Real Estate Only Invested** \$30,272,576  
**Date Investment Completed** January 1, 2008  
**Actual Retained Jobs** 6  
**Payroll Dollars Retained** \$572,604  
**New Jobs Created** 114  
**New Payroll Dollars Created** \$6,810,616  
**Community Involvement**

### Additional Information

## TIF Form

<b>Municipality</b> Bexley	<b>TIRC Date</b> June 25, 2021
<b>TIF Name</b> BEXLEY CITY HALL URBAN REDEVELOPMENT	<b>Percent of TIF</b> 100
TIF	
<b>TIF Ordinance</b> 01-2014	<b>TIF Ordinance Date</b>
<b>TIF Type</b>	<b>TIF ORC Code</b> 5709.41
<b>First Year</b> 2017 <b>Last Year</b> 2044	<b>Number of years total</b> 28
<b>Levy Sharing</b> N	<b>Revenue Sharing</b> N
<b>School or Non-School TIF</b> S	<b>School District</b> BEXLEY CSD
<b>JVSD</b>	<b>Project History</b>

The Bexley City Hall Urban Redevelopment TIF District was created via ordinance in 2014. The TIF fund was not active until tax year 2018, following the completion of new construction (The Bexley Market District Express) on the TIF site. Proceeds from this TIF are used to reimburse the City's costs in relocating off of the former City Hall / Service Garage site.

<b>Fund Balance</b> \$44,278	<b>Balance Owed</b> \$
<b>Funds Received this Year</b> \$108,132	<b>Funds Received Total</b> \$304,522
<b>Encumbered Amount</b> \$140,923	<b>Total Cost of Finished Infrastructure</b> \$3,000,000
<b>Expenditures</b> \$140,923	<b>Expenditure Details</b>

Property tax collection fees: \$1,223 / School District PILOT: \$48,750 / Debt Service: \$90,950

## TIF Form

**Municipality** Bexley  
**TIF Name** MAIN STREET TIF  
**TIF Ordinance** 91-2004  
**TIF Type**  
**First Year** 2005 **Last Year** 2034  
**Levy Sharing** N  
**School or Non-School TIF** NS  
**JVSD**

**TIRC Date** June 25, 2021  
**Percent of TIF** 75  
**TIF Ordinance Date**  
**TIF ORC Code** 5709.40 (C)  
**Number of years total** 30  
**Revenue Sharing** Y & N  
**School District** BEXLEY CSD  
**Project History**

The Main Street Streetscape TIF was created to facilitate beautification and streetscape efforts within Bexley's Main Street District and adjoining public spaces.

**Fund Balance** \$222,287  
**Funds Received this Year** \$304,685  
**Encumbered Amount** \$341,752  
**Expenditures** \$341,752

**Balance Owed** \$  
**Funds Received Total** \$  
**Total Cost of Finished Infrastructure** \$6,450,000  
**Expenditure Details**

TIF Operating Expenses \$62,915 (community gardens expenses) / Prop. tax collection \$4,070 / Prior Year Encumbrances \$113,017 / 2020 TIF Debt Service \$161,750

**ORDINANCE NO. 38 - 21**

**By: Jessica Saad**

**An Ordinance to amend Chapter 1230.42, Impervious Cover definition; Chapter 1230.49, Lot Coverage, Overall definition; and 1252.10 Additional Yard Requirements; in order to regulate the installation of artificial turf at residential properties.**

**WHEREAS,** The Bexley zoning code does not provide for clear regulation of artificial turf installations on private residential property; and

**WHEREAS,** Natural grass and live ground cover promotes stormwater retention by naturally helping to absorb and retain stormwater runoff; and

**WHEREAS,** Stormwater retention is of increasing concern as the City endeavors to improve sewer design and capacity;

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:**

**Section 1.**

That Chapter 1230.42 is hereby amended as follows:

**1230.42 IMPERVIOUS COVER.**

"Impervious Cover" means that portion of a lot or parcel of land which is covered by any material with a runoff coefficient greater than that assigned to the land in its natural state in Exhibit 5-2 of the Mid-Ohio Regional Planning Commission's Stormwater Design Manual, dated June, 1977. (Larger coefficients produce increased rates of runoff within a given time period. This increased volume increases the possibility that the design capacity of a given storm sewer will be overextended). **Artificial Turf is presumed to be Impervious Cover, unless otherwise proven by engineering specifications to satisfy the runoff coefficient requirement above.**

**Section 2.**

That Chapter 1230.49 is hereby amended as follows:

**1230.49 LOT COVERAGE, OVERALL.**

"Lot coverage, overall" means the ratio of "Lot coverage, building area" plus the ground area of all swimming pools, patios, driveways, all impervious surfaces **including artificial turf**, required off-street parking and loading spaces to the horizontally projected area of the lot, expressed as a percentage.

**Section 3.**

That Chapter 1252.10 is hereby amended as follows:

**1252.10 ADDITIONAL YARD REQUIREMENTS.**

(a) Yard requirements along the side street of a corner lot shall be as follows:

- (1) In residential districts, the side yard requirement from the street side property line shall be:
  - lots of 40 feet or less it shall be 10 feet
  - lots over 40 to 50 feet it shall be 15 feet
  - lots over 50 to 100 feet it shall be 20 feet
  - lots over 100 to 150 feet it shall be 25 feet
  - lots over 150 feet it shall be 30 feet
- (2) In residential districts, accessory uses and detached structures shall be located a minimum of five feet farther back from the side street property line than the principal structure is allowed.

(b) On through lots, no structure or accessory use shall be permitted within twenty feet of the rear lot line.

(c) On a corner lot in any residential district, nothing shall be erected, placed, planted or allowed to grow in such a manner as to materially impede vision between a height of two and one-half and ten feet above the centerline grades of the intersecting streets in the area bounded by the curb lines of such corner lot and a line joining points along such curb lines thirty feet from the corner curb point of where the streets intersect.

(d) **The installation of artificial turf shall be limited to the rear yard of a residential property.**

**Section 3.**

That this Ordinance shall go into full force and effect at the earliest period allowed by law.

Passed \_\_\_\_\_, 2021

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Lori Ann Feibel, President of Council

Attest: \_\_\_\_\_, 2021

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William Harvey, Clerk of Council

Approved: \_\_\_\_\_, 2021

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Benjamin Kessler, Mayor

First Reading: September 14, 2021

Second Reading:

Third Reading:



**ORDINANCE NO. 40 - 21**

**By: Troy Markham**

**An ordinance to specify overtime pay provisions for City employees who worked community events  
on July 4, 2021 and September 5, 2021**

**WHEREAS,** Due to additional demands imposed on community events in order to respond to pandemic related health and safety considerations, additional staffing resources have been required at community events; and

**WHEREAS,** Staff resources have, in general, been stretched with additional workload attributable to pandemic-related logistical and health and safety considerations; and

**WHEREAS,** The City wishes to acknowledge the hard work of City staff during unusual and at times under trying circumstances;

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:**

**Section 1.**

That all salaried and otherwise overtime exempt employees who worked the annual 4<sup>th</sup> of July activities on July 4, 2021, shall be entitled to overtime pay at the applicable rates specified in 262.02(c)(3)(b). This Section does not apply to the Mayor.

**Section 2.**

That all employees, regardless of overtime exempt status, who worked the 2021 Labor Day Block Party on September 5, 2021, shall receive double-time for hours worked. This Section does not apply to the Mayor.

**Section 3.**

That this Ordinance shall go into full force and effect at the earliest period allowed by law.

Passed \_\_\_\_\_, 2021

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Lori Ann Feibel, President of Council

Attest: \_\_\_\_\_, 2021

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William Harvey, Clerk of Council

Approved: \_\_\_\_\_, 2021

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Benjamin Kessler, Mayor

First Reading:

Second Reading:

Third Reading:

**ORDINANCE NO. 42 - 21**

By: Troy Markham

**An ordinance to authorize a transfer from the Road and Alley Fund of \$2,379 to the Bond Retirement Fund and to appropriate \$2,379 from the Bond Retirement Fund, to appropriate \$43,307 from the Water Fund and to appropriate \$1,904 from the Sewer Fund to pay debt service related to the South Roosevelt and Ashbourne Improvement Project.**

**Whereas**, The Roosevelt and Stanwood Improvements Project was completed in 2021, and

**Whereas**, The City must begin paying debt service on the \$2,855,438 interest free loan in \$95,181 annual installments in beginning in 2021 (1/2 of an annual installment), and

**Whereas**, The project cost was allocated ninety one percent (91%) for water infrastructure repairs, four percent (4%) for sewer infrastructure repairs and five percent (5%) for road and alley reconstruction.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY**

**Section 1.**

That a transfer from the Road and Alley Fund of \$2,379 to the Bond retirement fund is hereby authorized

**Section 2.**

That \$2,379 is hereby appropriated from the Bond Retirement Fund, \$43,307 is hereby appropriated from the Water fund and \$1,904 is hereby appropriated from the Sewer Fund to pay debt service related to the Roosevelt and Stanwood Improvement Project for 2021.

**Section 3.**

That this ordinance shall go into effect and be in force from and after the earliest period allowed by Law.

Passed: \_\_\_\_\_, 2021

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Lori Ann Feibel, President of Council

Attest: \_\_\_\_\_  
William Harvey, Clerk of Council

Approved: \_\_\_\_\_, 2021

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Mayor Ben Kessler

**ORDINANCE NO. 43 - 21**

**By: Jen Robinson**

**AN ORDINANCE TO AUTHORIZE THE MAYOR AND AUDITOR  
TO ENTER INTO A CONTRACT BETWEEN THE CITY OF BEXLEY  
AND FRANKLIN COUNTY PUBLIC HEALTH.**

**Whereas**, the City of Bexley contracts with Franklin County Public Health for public health department services; and

**Whereas**, Franklin County Public Health has proposed the attached contract for services provided in 2022;

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY:**

**Section 1.**

That City Council authorizes the Mayor and the Auditor to enter into the contract which is attached as "Exhibit A".

**Section 2.**

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

Passed: \_\_\_\_\_, 2021

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Lori Ann Feibel, President of Council

Attest: \_\_\_\_\_  
William Harvey, Clerk of Council

---

Ben Kessler, Mayor

First Reading: 10-12-21

Second Reading:

Third Reading:

**CONTRACT**  
Between  
FRANKLIN COUNTY BOARD OF HEALTH  
And  
CITY OF BEXLEY

This contract entered into by and between the City of Bexley (hereafter referred to as "City"), with its principal address being 2242 East Main Street, Bexley, Ohio 43209, and the Board of Health of the Franklin County General Health District (hereafter referred to as "Board" or "Franklin County Public Health") for 2022 Public Health Services under the approval of Resolution No. 21-138, dated September 22, 2021.

The Board is a general health district as defined under Ohio Revised Code (ORC) Section 3709.01.

ORC Section 3709.08 authorizes cities in Franklin County to contract with the Board to provide public health services to and within the City.

The District Advisory Council (hereafter referred to as "Council") of the Franklin County General Health District, created by ORC 3709.03, after giving due notice by publication as required by law, held a public meeting on March 25, 2021, at which by a majority vote of members representing the Council voted affirmatively to provide public health services to the cities in Franklin County, and did authorize the Chairman of the Council to enter into a contract with the Mayor of each city to provide public health services therein.

The Board is engaged in the governance of providing public health services as described in this contract and the Scope of Work, attached hereto and incorporated herein as Exhibit A, and has the knowledge, skills and resources to provide such services in accordance with the terms and conditions of Ohio law and this contract.

Pursuant to Revised Code 3709.08(C), the contract was submitted to the State of Ohio's director of health. The Board is organized and equipped to provide the services and shall have the powers and shall perform all the duties required of the board of health or the authority having the duties of a board of health within the City.

The City is willing to contract with the Board for such services in accordance with the terms and condition of Ohio law and this Contract.

**SECTION 1 – SERVICES**

The Board shall, for the consideration hereinafter stated, furnish to the City, and inhabitants thereof, all such public health services as are furnished to all villages and townships and the inhabitants thereof, of Franklin County, Ohio. Said services shall include all services as allowed by law according to the most current version of the Ohio Revised Code and as listed in Exhibit A. Said services shall include the minimum standards and optimal achievable standards for boards of health and local health departments pursuant to Ohio Revised Code Section 3701.342. Said services shall include enforcement

of all rules and regulations as allowed by law according to the most current version of the Ohio Administrative Code and the enforcement of the following Franklin County Public Health Regulations:

- (100) Definitions
- (103) Plumbing and Medical Gas for Commercial, Public and Residential Buildings and Places
- (104) Rabies Control
- (105) Approval of Building Plans
- (106) Sewage Treatment Systems
- (199) Administration and Enforcement

And, the current version of the above-described regulations of Franklin County Public Health shall apply to and be enforceable within the jurisdiction of the Franklin County General Health District and the City.

The City Attorney shall be responsible for any litigation involving enforcement of Health Regulations within the corporate limits of said political subdivision.

This contract and any claims arising in any way out of this contract shall be governed by the laws of the State of Ohio. Any litigation arising out of or relating in any way to this contract or the performance hereunder shall be brought only in an Ohio court of competent jurisdiction in Franklin County, Ohio, and the City hereby irrevocably consents to such jurisdiction.

## **SECTION 2 – TERM**

Said public health services shall be furnished beginning January 1, 2022 and ending December 31, 2022 provided, however, that either party to this agreement shall have the right to cancel the same upon four (4) months written notice and the parties hereto may, by mutual written agreement, modify the terms of this agreement.

## **SECTION 3 – COMMUNICATION**

The Board will provide ongoing communication with the Mayor/City Manager and his or her designees through notification at least quarterly. This communication will provide information on timely public health topics, upcoming events and featured services. Reports and other information about direct services that are being provided to the City will be provided upon request.

## **SECTION 4 – PUBLIC HEALTH PAYMENT, FEES & CHARGES**

The City, Ohio shall pay the Board for said public health services furnished to the City and the inhabitants thereof, such sum or sums of money based on a per capita rate as would be charged against municipal corporations composing the Franklin County General Health District at a per capita rate of \$9.32.

Said sums of money shall be paid to the Board in installments of 50% of the total contract amount in January 2022 and 50% of the total contract amount in June 2022 through the process of withholding the installment amounts from the semi-annual real estate tax settlement distribution to be received by the City and transferred to the Board by the

Settlement Officer of the Franklin County Auditor. The sum for 2022 shall not exceed \$124,608.40, notwithstanding any fee established pursuant to the sections set forth below.

In any instance where the Board expends funds to abate a nuisance pursuant to Section 1, above, within the City, the Board may invoice the City for the costs of such nuisance abatement. Further, the City shall pay, in addition to those sums set forth in Section 5, above, to the Board the cost to abate the nuisance.

The Board agrees to certify such nuisance abatement costs to the Franklin County Auditor to be recorded as a lien upon the property and shall reimburse all funds recovered under such a lien to the City.

#### **SECTION 5 - PLUMBING INSPECTION SERVICES AND FEES**

The Board shall, for the consideration hereinafter stated, furnish to the City, all plumbing and medical gas inspections as are furnished to all inhabitants within the general health district of Franklin County. Inspectors are to be state certified Plumbing Inspectors and Plumbing Plans Examiners by the Ohio Board of Building Standards and certified by the American Society of Safety Engineers (ASSE) as Medical Gas Inspectors.

The City, through its Building Department, shall issue permits and collect fees for such plumbing and medical gas permits. The fee to be charged shall be the most current fee charged by the Board. The City shall forward sixty (60) percent of all plumbing and medical gas permit fees collected by them to the Board upon receiving monthly statements of the amount due from the Board. The City shall pay said amount, within thirty (30) days after receipt of said statement.

#### **SECTION 6 – APPROVAL**

This contract is approved by a majority of the members of the legislative authority of the City, pursuant to the provisions of Ordinance \_\_\_\_\_ dated \_\_\_\_\_.

The City has determined that Franklin County Public Health is organized and equipped to adequately provide the service that is the subject of this contract.

**IN WITNESS WHEREOF**, the parties to this agreement have hereunto set their hands and seals and have executed this agreement the day and year written below.

DISTRICT ADVISORY COUNCIL OF THE  
FRANKLIN COUNTY GENERAL HEALTH DISTRICT

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Chairperson

Date

FRANKLIN COUNTY PUBLIC HEALTH

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Joe Mazzola, MPA  
Health Commissioner

Date

THE CITY OF BEXLEY, OHIO

---

Ben Kessler, Mayor

Date

APPROVED AS TO FORM:

G. Gary Tyack  
Prosecuting Attorney  
Franklin County, Ohio

---

Assistant Prosecuting Attorney  
Attorney for the District Advisory  
Council of the Franklin County General Health District

Date

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City Attorney  
City of Bexley, Ohio

Date

**FINANCIAL CERTIFICATE**

It is hereby certified that the amount required to meet the contract agreement, obligation, payment of expenditure for the above has been lawfully appropriated, authorized or directed for such purpose and is in the treasury or in the process of collection to the credit of the proper fund and is free from any obligation or certificated now outstanding.

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Fiscal Officer  
City of Bexley, Ohio

---

Date

## **EXHIBIT A** **SCOPE OF WORK**

Franklin County Public Health ("Board"), hereby agrees to provide health services for the City for the calendar year 2022 as set forth below ("Services").

- The Board shall have full authority to be and act as the public health authority for the City
- The Services described in the schedule listed below in this Exhibit will be provided by the Board to the City.
- The Services will include all necessary medical, nursing, sanitary, laboratory and such other health services as are required by the Statutes of the State of Ohio.

The followings specific services shall be a part of the Services provided under this Contract:

<b>List of Functions, Programs and Services</b>	
<b>Administrative Services:</b>	
Administration	
Budget, Accounts Payable, Accounts Receivable	
Communication & Marketing	
Grant Writing & Management	
Records Management	
Reports - Financial & Statistical	
<b>Data Services:</b>	
Community Health Assessment	
Health Data	
<b>Environmental Health:</b>	
Body Art Business Approval, Inspection and Education	
Food Service Operation Licensing, Inspection & Education	
Healthy Homes (Lead, Radon) Inspection & Education	
Vector Control Education	
Public Health Nuisance Enforcement & Education	
Plumbing & Medical Gas Inspections	
Public Swimming Pool & Spa Licensing, Inspection & Education	
Rabies Surveillance - Animal bite investigation and follow up	
Retail Food Establishment Licensing, Inspection & Education	
School Facilities Inspection & Education	
Sewage Treatment System Permitting, Inspection & Education	
Smoke Free Workplace Enforcement & Education	
Solid Waste, Construction and Demolition Facility, Transfer Station Inspection & Enforcement	
Sustainability Education and Efforts	
Temporary Park Camp Licensing, Enforcement & Inspection	
Water Quality Permitting, Testing & Education	
<b>Emergency Preparedness:</b>	
Community Outreach and Education	

Injury Prevention/Opiate Crisis Programs & Education
Public Health Emergency Preparedness
Planning and Cities' Readiness Initiative activities
<b>Epidemiology, Surveillance, Investigation Services:</b>
Reportable Infectious Disease investigation and follow-up(excluding HIV/AIDS; STD; TB)
Disease Outbreak Management
<b>Health Promotion:</b>
Community Health Action Teams
Farm to School Program
Nutrition & Physical Activity Education Programs
Safe Routes to Schools
Tobacco Use Prevention, Education & Cessation Program
<b>Health Systems &amp; Planning:</b>
Community Health Improvement Plan
Data & Information Technology
Public Health Accreditation
<b>Immunization Services:</b>
Childhood and Adult Vaccine Administration Services
<b>Occupational Health:</b>
Immunizations and screenings - Fee for Service
<b>Maternal &amp; Child Health:</b>
Bureau for Children with Medical Handicaps (BCMH) Public Health Nursing Services
Safe Sleep & Infant Mortality Prevention Initiatives & Education

**The Board maintains a range of grant funded programs for citizens throughout the County who are income qualified.**

**THE BOARD RESERVES THE RIGHT TO AMEND THIS EXHIBIT AT ANYTIME PRIOR TO AUTHORIZATION OF THE CITY COUNCIL AND THE BOARD OF HEALTH ANNUALLY.**

**ORDINANCE NO. \_\_\_-21**

By: Troy Markham

**AN ORDINANCE TO AUTHORIZE A TRANSFER FROM THE GENERAL FUND TO THE CITY HALL TIF FUND (FUND 52) IN THE AMOUNT OF \$20,250.**

**Whereas**, Due to a prior period adjustment resulting from the 2020 audit this fund now has a projected negative balance at 12/31/2021 of \$20,250.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY**

**Section 1.**

That a transfer from the General Fund to City Hall TIF Fund (Fund 52) in the amount of \$20,250 is hereby authorized.

**Section 2.**

That this ordinance shall go into effect and be in force from and after the earliest period allowed by Law.

Passed: \_\_\_\_\_, 2021

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Lori Ann Feibel, President of Council

Attest: \_\_\_\_\_  
William Harvey, Clerk of Council

Approved: \_\_\_\_\_, 2021

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Mayor Ben Kessler

**Ordinance 24 - 21**

**By: Richard Sharp**

**An Ordinance to award the Bexley Electricity Aggregation Program contract to  
AEP Energy, based upon the terms and conditions provided for in its RFP,  
as modified by the Board of Control.**

**WHEREAS**, the City of Bexley ("City") has determined that it is in the best interest of its residents to take action to address the electricity supply requirements of its residents and, to that end, to proceed with creating an electricity aggregation program for the City and its residents (the "Program"); and

**WHEREAS**, on November 6, 2001, the electors of the City of Bexley approved of the City's plan to create an electric aggregation program for customers located within the boundaries of the City; and

**WHEREAS**, the City wishes to encourage and facilitate the development of Ohio renewable energy projects and, to that end, shall include a 100% renewable content in its City aggregation RFP with an emphasis on renewable energy produced or to be produced in Ohio; and

**WHEREAS**, the City developed and issued a request for proposals (RFP) to qualified electricity suppliers to provide electricity and related services to the City's Program; and

**WHEREAS**, the City wishes to explore, after a public hearing and additional education, the awarding of the contract to AEP Energy;

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:**

**Section 1.**

That, based upon its being the most qualified and responsive electricity supplier to respond to the City's Request for Proposals, that AEP Energy be selected as the electric supplier for the City's Electricity Aggregation Program, based upon the terms and conditions provided for in the Request for Proposal attached hereto as "Exhibit A", with the following modifications:

1. Use of the Midwest Renewable Energy Credit program as discussed with AEP Energy, at an agreed upon rate of \$5.499 per kilowatt hour;
2. Specification that residents may opt out of the aggregation program at any time

And that the Mayor shall be authorized to execute such agreement in form approved by the City's legal counsel and consistent with this Ordinance.

**Section 2.**

That this Ordinance shall go into effect and be in force from and after the earliest period allowed by law.

Passed: \_\_\_\_\_, 2021

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Lori Ann Feibel, President of Council

Attest:

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William Harvey, Clerk of Council

Approved: \_\_\_\_\_, 2021

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Ben Kessler, Mayor

First Reading: May 25, 2021

Second Reading:

Third Reading:

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100% Renewable Full Requirements Retail Electric Generation Supply for the City of Bexley Opt-Out  
Governmental Aggregation Program

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MARCH 5, 2021  
AEP ENERGY, INC.  
1 EASTON OVAL, SUITE 200, COLUMBUS, OH 43219



**Subject: Request for Competitive Sealed Proposal – City of Bexley, Ohio Full Requirements Retail Electric Generation Supply for Governmental Aggregation**

**Cover Letter:**

AEP Energy thanks Mayor Kessler and the City of Bexley for committing to 100% renewable energy for your community's opt-out governmental aggregation program. We are pleased to submit our proposal and confirm that our organization will comply with all the provisions of this RFP. To the best of our knowledge, AEP Energy does not have any conflict of interest with the City of Bexley.

AEP Energy, along with AEP Ohio, are wholly owned subsidiaries of American Electric Power (NASDAQ: AEP). AEP Ohio and its predecessor company, Columbus Southern Power Company, have served the citizens of Bexley for over 100 years as their primary regulated electric utility. AEP Energy is a certified competitive retail electricity and natural gas supplier based in Columbus, operating in 27 service territories in six states and Washington, D.C. since 2010. AEP Energy supplies electricity and natural gas solutions to over half a million customers and takes pride in making it easy for customers to buy, manage and use energy. AEP Energy is fully committed to product innovation, price competitiveness and customer service.

The financial statements for American Electric Power are located at: <https://aep.com/investors/>. The Federal Tax ID number is 030459115. All financial, banking and investment inquiries should be made to American Electric Power Investor Relations, 1 Riverside Plaza, 28th Floor, Columbus, Ohio 43215-2373. For additional questions, call AEP Investor Relations at 1-800-237-2667 or call or email Rhonda Owens-Paul at 614-716-2819. Enclosed with our bid response is AEP Energy's most recent Energy Credit Worthiness Report.

The proposal representative for AEP Energy is Chris Bailey, Director of Community of Partnerships, 614-315-1158, [cbailey@aepenergy.com](mailto:cbailey@aepenergy.com).

Thank you for this unique opportunity to help the City of Bexley transition to 100% renewable energy.

Sincerely,

Frank Willson



**FRANK WILLSON | VICE PRESIDENT OF RESIDENTIAL & SMALL BUSINESS SOLUTION SALES**  
[fwillson@aepenergy.com](mailto:fwillson@aepenergy.com) | D: 614-682-4452  
1 EASTON OVAL, SUITE 200, COLUMBUS, OH 43219



## **LIST OF EXCEPTIONS AND DEVIATIONS BY OFFEROR**

AEP Energy, Inc. ("AEP Energy", the "Offeror", "we", or "our") respectfully submits the following clarifications as constituting exceptions and/or deviations in connection with the Offeror's response to this Request for 100% Renewable Full Requirements Retail Electric Generation Supply for the City of Bexley Opt-Out Governmental Aggregation Program (this "Request"):

- With respect to the entirety of the Offeror's response to this Request, please note that the Offeror provides its response to this Request as a preliminary indication of pricing and terms and conditions and, until such time as the City and AEP Energy have mutually agreed in writing and both duly authorized and executed a final written contract, AEP Energy is not legally obligated to, or bound by, any pricing, product, or other terms or conditions specified in the Offeror's response or this Request or otherwise, and any and all such terms and conditions will apply to AEP Energy only as and to the extent contained in such contract, irrespective of any statements or conditions contained in, or implied by, the Offeror's response or this Request or otherwise.
- We took the approach of submitting a sample form of "Governmental Aggregation Master Retail Electric Supply Agreement" based on a contract form negotiated from previous engagements. We therefore propose that revisions and/or further modifications as may be part of ensuing negotiations between the parties. To the extent that any terms and conditions submitted in our sample contract form or in connection with the Offeror's response to this Request are considered to be contrary to the City Code or Charter, we respectfully request that those terms and conditions be identified and further negotiated to be deleted or changed as the parties mutually agree in writing.



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An **AEP** Company

## Executive Summary

### **Overview of AEP Energy's approach to achieving 100% renewable energy:**

AEP Energy strongly believes our Integrated Renewable Energy ("IRE") approach is the most innovative and cost-effective way for the City of Bexley to achieve its goals. AEP Energy is confident IRE can deliver 100% renewable energy from projects built in Ohio at a competitive rate to the PTC.

### **IRE summary (distinguishing characteristics):**

IRE is a groundbreaking product that provides 100% renewable energy and project-specific RECs from a portfolio of newly built Ohio-based wind and solar projects at a competitive rate to the PTC. It is the first locally sourced renewable aggregation product in our state. IRE provides a clear path solution for Bexley to quickly transition away from fossil fuel power as soon as June 2023. Here is high level summary of AEP Energy's commitment to the City of Bexley regarding IRE:

- AEP Energy will develop new wind and solar projects in Ohio that will supply 100% of Bexley's forecasted aggregation load as soon as June 2023.
- AEP Energy will retire (e.g. remove from circulation) project-specific RECs from these new wind and solar projects to cover 100% of Bexley's aggregation load.
- AEP Energy will create a virtual online generation site for Bexley's aggregation, showing residents where their local renewable energy is coming from in Ohio.

### **Supply terms:**

AEP Energy is proposing the following pricing combinations for the City of Bexley (assuming June 2021 start):

- **Term A: "3 x 9"**
  - Years 1-3: Fixed full-requirements product with 100% RECs (National or Tri-State).
  - Years 3-9: IRE energy-only is fixed, other cost components (capacity, ancillaries, line losses, RPS, taxes) are reset annually (June-May) and passed through at cost without markup.
- **Term B: "2 x 11"**
  - Years 1-2: Fixed full-requirements product with 100% RECs (National or Tri-State).
  - Years 2-11: IRE energy-only price is fixed, other cost components (capacity, ancillaries, line losses, RPS, taxes) are reset annually (June-May) and passed through at cost without markup.

### **Opt-out period:**

Opt-out periods can range from 1-3 years.

### **REC options:**

AEP Energy will use their PJM Generation Attribute Tracking System (GATS), operated by PJM Environmental Information Services (EIS), that tracks the environmental and fuel attributes of generation facilities registered in the GATS and located within the PJM footprint in the United States. On an annual basis, AEP Energy will retire and report IRE project-specific RECs equivalent to 100% of the aggregation's load. Prior to the IRE period, AEP Energy has provided two REC pricing options for the City's consideration, both of which are 100% Green-e certified. The first option is a "National Voluntary" wind REC and the second is a "Tri-State" PJM region REC.



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**Program performance and meetings:**

AEP Energy proposes to hold at least two meetings per year to discuss pricing and program performance. AEP Energy can add an adjustment mechanism, which is mutually agreed to credit or debit charge, with the goal of keeping the aggregation program rate competitive with the applicable PTC.

**Initial supply term pricing timeline:**

In order to meet the City's requested start date of June 2021, for reference below is a timeline summary of key milestone dates that are required to start the program on time.

BEXLEY IMPLEMENTATION ANTICIPATED TIMELINE		
Task	# of Days	Date
Order List from utility		Friday, March 12, 2021
Docket opt-out/PUCO 10-day review starts	10	Monday, April 5, 2021
Mail drop, 21 day opt-out window begins	21	Thursday, April 15, 2021
Opt-out ends	4	Thursday, May 6, 2021
Enrollment file preparation	4	Monday, May 10, 2021
Start enrolling all cycles	14	Friday, May 14, 2021
AEP OH June cycle 1 meter read		Friday, May 28, 2021

**Importance of this contract to AEP Energy's overall operation:**

The City of Bexley is one of the most prominent, forward thinking, communities in Ohio. The Bexley School District is widely known as one of the best. It is home to Capital University, Columbus School for Girls, and Saint Charles, all topflight private education centers. When you drive around Bexley you see EV charges, solar installations on buildings, and recycling centers. Partnering with a leading community like Bexley aligns with AEP Energy's mission to redefine the future of energy and develop innovative solutions that power communities and improve lives. Moving to 100% renewable energy for the City's aggregation will assist us in powering a brighter future in Central Ohio.

## **Supplier Qualifications**

AEP Energy has a successful 10-year track record of providing similar quantities of electricity to over 135,000 residential non-mercantile customers in AEP Ohio. Our aggregation team and their operational support staff are committed to providing best-in-class service to the City of Bexley and its residents. We have grown our aggregations to over 70 communities, serving over 150,000 residents across Ohio and Illinois. Our aggregation team and operation support staff are extremely knowledgeable about entire life cycle of the aggregation process, including PUCO and state regulations and docketing procedures, mail-house fulfillment, first-rate customer care experience, successful enrollment and accurate billing (UCB). Partnering with the AEP Energy is a smart choice. We will ensure the residents of Bexley participating in receive a seamless experience and we will commit to resolve issues in an expedient manner.

**What makes AEP Energy's aggregation program special versus our competition?**

- First aggregation program in Ohio entirely supplied by wind and solar built in Ohio.
- Residents with net metering receive credits at the program rate.
- Program includes an interactive renewable generation website.
- Residents are free to leave the program anytime without penalty (no ETF).
- Eligible residents can join the program anytime (e.g. new movers).
- Program provides budget billing.
- Care team is experienced and local.



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**Renewable Qualifications:**

AEP Energy closely coordinates with our two sister affiliate companies that specialize in utility-scale and behind-the-meter renewable services and solutions. AEP Energy Partners is one of the largest wholesale suppliers in the country and they negotiate, develop and manage all our utility-scale wind and solar projects.

AEP Onsite Partners works directly with clients, many of them municipalities, located across the country. They provide custom engineering solutions such as distributed solar, combined heat and waste heat recovery, electrical substations, peaking generation and other forms of cost-reducing technologies.

AEP currently has 240 megawatts of wind under contract in Huron County (Emerson Creek) and another 200 megawatts of solar in a county adjacent to Franklin (Atlanta Solar Farms in Pickaway County) and a healthy pipeline of over 500 megawatts from renewable projects located around Ohio, pending contract negotiations, that will be operational by June 2023.

Building in-state renewable generation costs about \$1M-\$1.5M per megawatt. To build sufficient IRE to supply 100% of the City's aggregation load, will require financing from AEP Energy Partners of approximately \$4-\$7 million, plus the related infrastructure and expertise associated with developing these projects, including negotiating renewable power purchase agreements, overseeing build-out, managing developer obligations, regulatory OPSB permitting, related wholesale functions and many more capabilities. AEP Energy and its affiliate AEP Energy Partners have necessary expertise, experience, credit and balance sheet necessary to fulfill its IRE obligations. AEP has an investment credit rating of Baa1 from Moody's and BBB from S&P and a market cap of \$37.90 billion.

**Locality:**

Central Ohio is our home. AEP and the City of Bexley have a long-standing relationship that dates back over 100 years. As one of the largest employers in Central Ohio, we hire local employees which probably includes residents of the City of Bexley. AEP Energy has two offices located in Columbus. If an unforeseen issue ever arises during the long-term agreement, based on this proximity to Bexley, we can quickly respond in-person to the City's Administration Staff to find an appropriate solution.

**Insurance:**

AEP maintains levels of insurance much in excess of the City's requirement. Our industry mutual insurance carrier, AEGIS, provides \$35 million of insurance excess of AEP's self-insured retention and maintains an "A" rating from A. M. Attached you will find a sample insurance certificate as well as a certificate for the AEGIS layer.

**Prior Experience**

As required by the RFP, AEP Energy has included our most current audited financial statements, we have been a supplier for longer than five years and are certified by PUCO as a CRES provider.

**Adequacy of staff:**

AEP Energy and its sister affiliated companies have the necessary professional staff and technical expertise to exceed all obligations of this RFP, which include functional specialists in the fields of aggregation operations, enrollments, billing, marketing, trading and deal structuring, data sciences, on-site and utility-scale renewable development.

**Adequacy of equipment, research tools and administrative resources:**

AEP Energy has the necessary equipment, research tools, and administrative resources to fulfill all the obligations of this RFP. This includes specifically; Microsoft Dynamics 365, Microsoft Power BI, geographic information systems software, and a toll-free number specific to the City's aggregation program. Our in-house Contact Center uses skill-based routing technology to respond to questions



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regarding the program, customers, and opt-out/opt-in requests. Customers may either speak to a bilingual advocate or use our Telelanguage program to select from over 300 preferred language choices for in-language support. AEP Energy's customer service resources go beyond our in-house Contact Center operations. In addition to online live chat options, we also have an opt-in website portal where eligible customers can join the program online.

**Quality and appropriateness of technical and support staff:**

AEP Energy has over 200 employees in their Arena and Easton offices. Our in-house facility leverages modern call center technology including Automatic Call Distribution (ACD), Call Center Monitoring and Analytics, Call Recording, Call Transfer and 3-Way Calling, Computer Telephony Integration (CTI), Interactive Voice Response (IVR), Live Call Coaching, Performance Evaluation and Speech Analytics. Existing staffing levels are over 70%, and we are scaling up. By the time that Bexley's program will start, anticipated June 2021, we will have over 40 advocates fully trained in our aggregation programs.

- Past six-month average performance results are:
  - 85% Call Answer Rate (<30 sec).
  - 90% Call Answer Rate (<1 min) for opt-outs.
  - 90% First Call Resolution Percent (industry standard 70-75%).
  - 6.36% Call Abandonment Rate (industry standard 5-7%).
  - 70% Speech Analytics Accuracy Rate (1.2K words and phrases).

Training, monitoring and coaching are an integral part of our Call Center culture. All phone calls are fully recorded and 80% of calls integrate Supervisor screen monitoring. Quality Control grades three calls per agent each week. The City of Bexley can have access to Call Center reports, call recordings and remote monitoring access. Escalation Protocol is as follows: Supervisor - Call Center Director - Municipal Aggregation Team. Call Center Advocates available via phone, e-mail, live chat, or social media, Monday - Friday from 8:00 am to 7:00 pm EST and Saturday's from 9:00 am through 1:00 pm EST.

**Past performance of organization:**

AEP Energy has experience with similar contracts through deals with the Google Data Center, City of Columbus Community Choice Aggregation, Huntington Bank, and the Columbus Regional Airport Authority.

**Experience of individuals assigned:**

Listed below, the personnel assigned to this project have an average of over 10 years related industry specific retail energy experience. Applicable education experience ranges from engineering degrees with CE accreditation, LEED accreditation, charter financial analyst, C.E.M. accreditation and JD degrees.

## **Personnel**

Scott Slisher: President OnSite Partners & Chief Solutions Officer. Scott's leadership of AEP Energy's efforts on this key initiative for the City will provide to the Project one of the most respected authorities in the field of renewable energy today and an innovative leader supported across all of AEP.

Frank Willson: VP Residential and Small Business Solutions. Frank oversees the management and strategy of attracting and retaining customers in the residential and small commercial spaces. Municipal Aggregation is one of a variety of channels under Frank's purview and he leads an innovative team that excels in the competitive energy markets. Frank will ensure that the program is complimented by AEP Energy's other offerings and achieves operational excellence.

Anne Schenk: Deal Desk Director. Anne will lead the development and implementation for the program design, pricing, risk management, reporting and renewable generation integration.



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**Chris Bailey:** Director of Community Partnerships. Chris will be AEP Energy's primary point of contact with the City and will lead our day-to-day program services, education, contract administration, and ongoing improvements and enhancements.

**Ben Duckworth:** Origination Manager. Ben will lead AEP's sourcing of new Ohio renewable generation assets in support of the program.

**Rich Secor:** Director of Structuring. Rich will oversee the valuation and price formation of our 100% renewables portfolio solution for the program.

**Susan Lu-Yoakum:** Marketing and Communications Consultant Sr. Susan will work with the City on the opt-out letter copy, design and other requirements. She will also coordinate and oversee the production process, ensuring printed material adheres to PUCO guidelines and meets printer and all mail delivery criteria.

**Corey Copper:** Customer Operations Manager. Corey's team provides a white gloves support approach for all municipal aggregation customers and understands that accurate information, proper education and being an advocate for the customer is very important for the communities we serve.

**Peter Kolch:** Senior Counsel. Peter will serve as lead counsel for AEP Energy.

**Marsha Makel:** Senior Counsel. Marsha is AEP Energy's primary liaison with the PUCO. Marsha is heavily involved in the PUCO docketing process and oversees AEP Energy's annual PUCO reporting. She has specialized in regulatory compliance during her entire legal career. Marsha will serve as lead regulatory attorney for the Program.

**Courtney Griffin:** Customer Contract Supervisor. Courtney is the Supervisor of Contract Management within the AEP Energy Operations Department. This includes large commercial and industrial (C&I) customers, smaller residential customers, as well as our municipal aggregation customers. Her industry experience is crucial to the ongoing success of our team and the program enrollment process.

## **Customer References**

**Clinton County, Greene County, Defiance County, Richland County, Fulton County, Board of Erie County Commissioners, Clark County**

Contact: Melissa Webne, Sr. Energy Analyst, Palmer Energy Company (County consultant)

Address: 5577 Airport Highway, Suite 101, Toledo, OH 43615

Phone Number: (419) 491-1022

**SOPEC**

Contact: Chris Chmiel, Chairman of SOPEC Board of Directors, Athens County Commissioner

Address: 340 W. State St., Suite 134, Athens, OH 45701

Phone Number: (740) 597-7955

**City of Worthington**

Contact: Rich Surace, Chief Operating Officer, Energy Alliances, Inc. (Worthington's consultant)

Address: 8469 Blue Ash Road, Cincinnati, OH 45236

Phone Number: (513) 745-1424



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## Contract Performance

AEP Energy has fulfilled all its contractual obligations and has not had any contracts terminated due to non-performance or poor performance during the past five years.

## Cost Proposal (Cents per kWh)

Component	Term A (City Requested)		Term B (Optional Product)	
Delivery Term Period	Initial Supply Term	Renewable Generation Supply Term "IRE"	Initial Supply Term	Renewable Generation Supply Term "IRE"
Start	June 2021	June 2024	June 2021	May 2023
End	June 2024	June 2033	June 2023	May 2034
Months (Years)	36 (3 years)	108 (9 years)	24 (2 year)	132 (11 years)
Product	Full requirements	Energy Only	Full requirements	Energy Only
REC Percent	100% National Voluntary	100% IRE Project-Specific	100% National Voluntary	100% IRE Project-Specific
Product	Full-Requirements, All-Inclusive	Energy Only <sup>1</sup>	Full-Requirements, All-Inclusive	Energy Only <sup>1</sup>
Price	5.314 <sup>2</sup>	4.386	5.377 <sup>3</sup>	4.239

<sup>1</sup>Capacity, ancillaries, line losses, RPS and taxes are passed through at cost without mark-up.

<sup>2</sup>Price with "Tri-State" RECs is 6.007 cents per kWh. Tri-State RECs are produced in the PJM region.

<sup>3</sup>Price with "Tri-State" RECs is 6.070 cents per kWh. Tri-State RECs are produced in the PJM region.

IRE pricing includes the necessary renewable projects to supply 100% of the aggregation load. Additional projects in the future will have no impact on pricing.

If selected, AEP Energy agrees to reimburse the City for all incurred costs for the development and implementation of its electric aggregation program. We will adjust the supply price to recoup the amount paid by the City as requested in the RFP.

The estimated savings compared to the SSO/PTC for the first three years could potentially be between 1-3%. We are estimating AEP Ohio's PTC from June 2021 to May 2022 to be between 5.2-5.6 cents per kWh.

With this response, AEP Energy has submitted our standard Master Supply Agreement contract as requested. Please note, that the IRE product as proposed requires a much higher level of specialization to cover the components associated. Additionally, the terms for IRE agreements fall between 12 and 15 years rather than the 3 years exhibited in the sample contract provided.

## Attachment A

### Non-Collusion Affidavit

STATE OF \_\_\_\_\_,  
COUNTY OF \_\_\_\_\_, ss:

The undersigned Supplier ("Affiant"), being first duly sworn and cautioned, states the following in connection with the proposal for the City of Bexley's Request for Proposals – Full Requirements Retail Electric Generation Supply for the City of Bexley Opt-Out Governmental Aggregation Program.:.

1. I understand and acknowledge that it is against the law to engage in collusion when preparing a bid for a public contract and hereby certify that the bid amount contained in this bid is an independent, balanced and honest bid amount, made without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to the prices contained herein, with any other contractor or competitor or any elected or appointed official or employee of the City of Bexley.
2. I further certify that the subcontractors and/or Suppliers with whom I expect to deal, if awarded this contract, have certified that their bids are made without collusion or communication as provided herein.
3. I further understand that my bid will be rejected if there is evidence of collusion, including disclosure of the prices in this bid, either directly or indirectly, to any other Supplier prior to opening.

Further Affiant sayeth naught.

SUPPLIER: AEP Energy  
By: 

Printed Name & Title: Frank Willson,  
Vice President of  
Residential and Small  
Business Solution  
Sales

Subscribed and sworn to before me this 5 day of March, 2024 by  
Frank Willom, the VP Res. & Bus. [TITLE] of  
AEP Energy [SUPPLIER].



JESSICA DARLING  
NOTARY PUBLIC  
FOR THE  
STATE OF OHIO  
My Commission Expires  
July 17, 2024

*Jessica Darling*



## AEP Energy Credit Worthiness Statement as of May 6, 2020

AEP Energy is a subsidiary of American Electric Power Company, Inc. American Electric Power Company, Inc.'s 2019 10-K Filing and 2019 Annual Report, containing its annual audited financial statements, including notes thereto, may be obtained via URL <http://aep.com/investors/>

Operating Company	S&P (SU/IR)	Moody's (SU/IR)
American Electric Power Company, Inc.	BBB+ / A-	Baa1 / Baa1

Facts at a Glance (12/31/2019)		Statistics
2019 Revenues	\$15.6 billion	
2019 Net Income (ongoing) <sup>1</sup>	\$1.920 billion	
2019 Earnings per share (ongoing) <sup>1</sup>	\$3.89	
2019 Assets	\$75.9 billion	
U.S. employees	17,408	
States served by regulated utilities	Arkansas, Indiana, Kentucky, Louisiana, Michigan, Ohio, Oklahoma, Tennessee, Texas, Virginia, West Virginia	
Miles of transmission and distribution lines	261,000 approximately	
Owned Generation	27 gigawatts (GW)	
U.S. customers	5.5 million	

<sup>1</sup>The 2019 financial results include pretax asset impairments of \$156 million.

Statement provided by:  
American Electric Power (AEP)  
Credit Risk Management

## CORPORATE GUARANTY

TO: \_\_\_\_\_, its successors and assigns, and any of its subsidiaries ("Beneficiary").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, and to induce Beneficiary to do business with AEP Energy, Inc., an Illinois corporation ("AEP Energy"), the undersigned American Electric Power Company, Inc. ("AEP" or "Guarantor"), hereby guarantees the full and prompt payment of all present and future obligations of AEP Energy to Beneficiary, up to an aggregate amount of \_\_\_\_\_ U.S. Dollars (\$\_\_\_\_\_) (the "Guaranty Cap"), arising under that certain Government Aggregation Master Retail Electric Supply Agreement (the "Agreement") by and between AEP Energy and Beneficiary dated \_\_\_\_\_, 2021 (the "Obligations"). AEP acknowledges the benefit to it of said Agreement between Beneficiary and AEP Energy, as well as the benefit of extending the Guaranty. AEP's obligations and liability under this Guaranty shall be limited to the payment of obligations arising from the Agreement only, and AEP shall have no obligation to sell, deliver, supply or deliver electric energy or perform any related services.

AEP hereby waives notice of acceptance of this Corporate Guaranty ("Guaranty"), notice of the transactions between Beneficiary and AEP Energy, notice of the execution and delivery, amendment, extension or renewal of any present or future instrument pertaining to Obligations, and notice of default by AEP Energy. AEP further consents, without further notice, to any extension or extensions of the time or times of payment of said Obligations, or any portion thereof, and to any change in form or amount, or renewal at any time, of such Obligations, or any portion thereof, in each case up to the Guaranty Cap.

This Guaranty shall become effective from the date of guaranty execution at 12:01 a.m. Eastern Standard Time and terminate on the earlier of \_\_\_\_\_, 20\_\_\_\_ at midnight Eastern Standard Time, or five (5) days after the date of written notice of termination from AEP. No termination of this Guaranty shall affect any Obligations outstanding or contracted or committed for at the time of termination, and this Guaranty shall remain in full force and effect with respect to such Obligations until finally and irrevocably paid in full. Any extension, or the acceptance of any sum or sums on account, or of any note or draft of AEP Energy and/or any third party, or security, from AEP Energy, shall not affect this Guaranty.

AEP's obligations hereunder with respect to the Obligations shall not be affected by the existence, validity, enforceability, perfection or extent of any collateral for such Obligations covered hereunder. Beneficiary shall not be obligated to file any claim relating to the Obligations owing to it in the event that AEP Energy becomes subject to bankruptcy, reorganization or similar proceedings (whether voluntary or involuntary), and the failure of Beneficiary to so file shall not affect AEP's obligations hereunder. In the event that any payment to Beneficiary in respect of the Obligations is rescinded or must otherwise be returned for any reason whatsoever, AEP shall remain liable hereunder in respect of such Obligations as if such payment had not been made. AEP

reserves the right to assert defenses which AEP Energy may have to payment of any Obligation other than defenses arising from the bankruptcy or insolvency of AEP Energy and other defenses expressly waived hereby.

This Guaranty shall inure to and be binding upon the parties, their representatives, successors and assigns. This Guaranty shall not be affected by any change in the entity status or business structure of AEP Energy.

Any demand, notice, request, instruction, correspondence, or other document to be given hereunder by any party to another (herein collectively called "Notice") shall be in writing and delivered personally or mailed by certified mail, postage prepaid and return receipt requested, or by telecopier, as follows:

To Guarantor:	To Beneficiary:
American Electric Power Company, Inc.	
303 Marconi Blvd., 4 <sup>th</sup> Floor	
Columbus, Ohio 43215	
Attn: Credit Risk Management	
Email: aep_energy_credit@aep.com	Fax No.

Notice given by personal delivery or mail shall be effective upon actual receipt. Notice given by telecopier shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours. All Notices by telecopier shall be confirmed promptly after transmission in writing by certified mail or personal delivery. Any party may change any address to which Notice is to be given to it by giving notice as provided above of such change of address.

In the event Beneficiary engages in litigation to enforce this Guaranty, AEP agrees to pay, in addition to any amounts of AEP Energy which AEP has guaranteed to pay, any and all costs and expenses incurred by Beneficiary (including reasonable attorneys' fees) as a result of enforcing this Guaranty, provided such fees, costs and expenses are reasonable, and only if, and to the extent, Beneficiary is successful in such litigation. AEP SHALL NOT HAVE ANY LIABILITY WITH RESPECT TO, AND BENEFICIARY HEREBY WAIVES, RELEASES AND AGREES NOT TO SUE FOR, ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES, EXCEPT TO THE EXTENT THAT THE PAYMENTS REQUIRED TO BE MADE PURSUANT TO THE OBLIGATIONS UNDER THE AGREEMENT ARE DEEMED TO BE SUCH DAMAGES.

AEP represents and warrants that, at the time of execution and delivery of the Guaranty, nothing (whether financial condition or any other condition or situation) exists to impair in any way the obligations and liabilities of AEP to Beneficiary under this Guaranty. AEP further represents and warrants that the person signing this Guaranty on its behalf has been properly authorized by corporate action to do so.

The rights and duties of the AEP, AEP Energy and Beneficiary under this Guaranty shall be

construed and enforced in accordance with, and governed by the laws of, the State of New York.

IN WITNESS WHEREOF, AEP has duly executed this Guaranty on this    day of   , 20  .

AMERICAN ELECTRIC POWER COMPANY, INC.

By: \_\_\_\_\_  
Julie A. Sherwood, Treasurer

## **GOVERNMENT AGGREGATION MASTER RETAIL ELECTRIC SUPPLY AGREEMENT**

This Government Aggregation Master Retail Electric Supply Agreement ("Agreement") is entered into as of the following date: \_\_\_\_\_ ("Effective Date"). The parties are the following:

<b>AEP Energy, Inc. ("AEP Energy")</b>	("Government Aggregator")
	<b>Federal Tax ID:</b> _____
<b>Address for Notices:</b> 1 Easton Oval, Suite 200 Columbus, OH 43219 Attn: Legal Department  Toll Free number: 1-877-726-0214 <a href="http://AEPenergy.com/help">AEPenergy.com/help</a>	<b>Address for Notices:</b> _____ Attn: _____ Phone: _____

## **GENERAL TERMS AND CONDITIONS FOR GOVERNMENT AGGREGATION MASTER RETAIL ELECTRIC SUPPLY AGREEMENT**

All capitalized terms used but not otherwise defined in the sections in which they initially appear shall have the meanings as defined by the Public Utilities Commission of Ohio ("PUCO") or by PJM Interconnection, L.L.C. ("PJM" or Regional Transmission Organization ("RTO")) at the time of the Effective Date. AEP Energy is certified by the PUCO as a Competitive Retail Electric Service ("CRES") Provider to sell competitive retail electric service to customers in the State of Ohio. AEP Energy is an affiliate of AEP Ohio, but is not soliciting on behalf of and is not an agent of AEP Ohio. This Agreement as well as each Attachment A and all other attachments, tables, schedules, exhibits, other supplements and related credit support arrangements (each, an "Attachment") shall form a single agreement between the parties (collectively referred to as this "Agreement").

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **ARTICLE 1 - OBLIGATIONS OF THE PARTIES**

**1.1 Government Aggregator Obligations.** The Government Aggregator is certified and shall maintain its certification by the PUCO as a government aggregator in connection with retail electric sales for the duration of this Agreement pursuant to Section 4928.20 of the Ohio Revised Code and rule 4901: 1-24-01, et. seq., Ohio Administrative Code. The Government Aggregator shall establish and sustain an opt-out aggregation program within its municipal or political subdivision boundaries of the Government Aggregator for its residents and small commercial businesses (the "Opt-out Aggregation Program" or "Program"). The Government Aggregator shall designate AEP Energy as the CRES Provider of record for purpose of supplying competitive retail electric service to its residents and small commercial businesses (as defined in the relevant Attachment A). The Government Aggregator shall adopt, or has adopted, an operation and governance plan (the "Plan") in accordance with the Ohio Revised Code and the Plan has been filed with the PUCO. In coordination with the Government Aggregator, AEP Energy may send out enrollment forms to the prospective Customers (as

hereinafter defined) or any notices on behalf of the Government Aggregator. During the Term (as hereinafter defined), the right to supply competitive retail electric service for the Program shall be exclusive to AEP Energy. Government Aggregator agrees and acknowledges that no services shall be provided by AEP Energy to Customers until Government Aggregator has met all certification requirements to provide such Program in its jurisdictional territory. Government Aggregator shall not enter into any type of competitive retail electric service supply arrangement with a CRES Provider other than AEP Energy on behalf of its residents and small commercial businesses for the provision of the services described hereunder during the Term. During the Term, Government Aggregator shall not directly or indirectly encourage or in any way attempt to persuade either prospective Customers to opt out of the Program or Customers to discontinue their service with AEP Energy, other than notifying prospective Customers of their right to "opt-out" and by responding to related inquiries with factual information about the services.

1.2 **Opt-out and Required Customer Notifications.** The Government Aggregator shall provide, or shall cause to be provided, to AEP Energy a list of all the eligible residents and small commercial businesses for participation in the Opt-out Aggregation Program. AEP Energy reserves the right to remove from such list any ineligible participants, including those not current in their EDU (as hereinafter defined) charges. Either AEP Energy or the Government Aggregator, in compliance with Ohio law, shall then notify such remaining prospective Customers of the Program and shall inform them of their right to opt-out, as well as their right to rescind the switch request from AEP Energy within the designated time period. Residents and small commercial businesses that do not opt out and participate in the Program ("Customers") shall be informed of the terms and conditions for service including pricing and term duration.

Following the initial opt-out process conducted by AEP Energy, AEP Energy may, in its sole discretion, conduct subsequent opt-outs at various times throughout the remaining Term ("Refresh Opt Outs"), and, if conducted, such Refresh Opt Out(s) shall provide to newly eligible customers the opportunity to participate in the Program. All Refresh Opt Outs shall be conducted in the same manner as the initial opt out.

Any eligible residential or non-mercantile commercial customer that is located within the service territory of the incumbent local electric utility or any successor distribution company or entity responsible for distribution, transmission, and delivery of electricity to customers ("EDU") and the Government Aggregator's jurisdictional territory at the time of any Refresh Opt Out (including any eligible customer who opens a new account or who was formerly a member of the Program that moves to a new location, each within the EDU's service territory and Government Aggregator's jurisdictional territory, a "Newly Eligible Customer") will be included in such Refresh Opt Out; provided, however, that no Refresh Opt Out notifications shall be sent to current Customers already participating in the Program or eligible residential or non-mercantile commercial customers that have previously (at such customer's same service address or account) opted out of, or rescinded under, the Program. As related to any Newly Eligible Customer, the price and term end date shall be subject to any amendments or revisions otherwise permitted under this Agreement and shall continue for the remainder of the Term.

Should this Agreement be renewed for subsequent periods, to the extent required by applicable law, government rule, or regulation, any person enrolled in the Program shall have the opportunity to opt out of the Program, without paying a switching fee. The notice/disclosure required above shall also include a stated procedure for such opportunity to opt out of the Program.

1.3 **Customer Historical Load Forecast Information.** The parties shall obtain the consent of all prospective Customers to obtain and verify the usage data and historical load and load forecast information, related to the Customer's usage, from the EDU or other supplier. Government Aggregator shall promptly provide to AEP Energy any notices from the EDU in connection with prospective Customer accounts, including any verbal or written notices regarding transition costs, changes in terms of service, tariff changes, any rate changes, or reliability concerns on the EDU system.

1.4 **AEP Energy Obligations.** Pursuant to the terms herein and for the duration of this Agreement, AEP Energy agrees to supply to each Customer the commodity portion of its electric supply service (the "Retail

Electric Supply"). The Retail Electric Supply is delivered to the EDU's distribution system's interconnection point (each, a "Delivery Point"), and the relevant EDU is responsible for delivery of the Retail Electric Supply to each Customer's meter at and from that point, as well as for responding to emergencies. The Government Aggregator agrees and acknowledges that the EDU will provide distribution and transmission services to such delivery point. To the extent that any services or requirements are provided by the EDU, AEP Energy shall not be responsible for the provision of such services. AEP Energy shall not be responsible for services provided by the EDU, or the consequences of such performance or failure to perform. AEP Energy is under no obligation to provide Retail Electric Supply and related services hereunder until Government Aggregator has been certified by the PUCO. AEP Energy is and shall maintain its status as a certified CRES by the PUCO and shall comply with the rules of the PUCO. Customers enrolled in the Program shall receive services at the rate(s) set forth in the relevant Attachment A.

1.5 **Customer Service Requests.** Customers may contact AEP Energy directly regarding the terms of this Agreement and the services provided hereunder at the address listed above, which address and phone number shall be provided to Customers regarding the Program. Requests and inquiries regarding distribution services, including emergencies, power outages, wire or service maintenance, metering, service billing or other similar EDU related concerns should be addressed directly with the EDU.

1.6 **Customer Affirmative Consent Enrollment.** The parties agree that AEP Energy may, in its sole discretion, enroll in the Program such prospective Customers (as AEP Energy may determine) that are within the Government Aggregator's jurisdictional territory by affirmative consent in accordance with rule 4901:1-21-06 of the Ohio Administrative Code, as amended or revised, which prospective Customers will be offered such rates, charges, and other service terms and conditions for the remainder of the relevant Term (including conditions for enrollment and eligibility for supply) as are agreed to by the applicable prospective Customers and AEP Energy.

## ARTICLE 2 - TERM AND TERMINATION

2.1 **Term of Agreement and Termination.** The term of this Agreement (the "Term") shall commence on the Effective Date and shall remain in effect until the later of: (i) the end of the next calendar month immediately following the end date of supply for the Customer with the latest Billing Cycle (as hereinafter defined) under the relevant Attachment A; or (ii) as set forth elsewhere in this Agreement, unless otherwise terminated or extended as set forth herein; provided, however, that no Customer shall be served by AEP Energy for more than the number of months set forth in the relevant Attachment A without the Customer having an opportunity to opt out of the aggregation without paying a switching fee. "Billing Cycle" means, with respect to each Customer account, the monthly period between meter read dates during the term of the relevant Customer agreement. AEP Energy shall use commercially reasonable efforts to commence service with respect to each Customer no later than on the first available meter read date, as determined by the EDU, expected to be on or after the date set forth in the relevant Attachment A, and after AEP Energy receives confirmation that the EDU has completed its processing and has accepted the delivery service request. The Government Aggregator and AEP Energy may extend the Term for additional periods of time by written agreement approved and executed by each party. AEP Energy shall continue to serve Customers enrolled in

the Program until the Customer exercises its rights to opt-out or terminate, or the Program is terminated by the parties hereto in which case Customers may choose another CRES or will be switched to EDU service in accordance with the standard switching rules and applicable notices. A Customer may be removed on an individual basis based on a failure to adhere to the terms and conditions of service. Termination of this Agreement shall not relieve Customers or either party of the obligation(s) to pay amounts owed for actual performance of obligations rendered prior to the termination of this Agreement.

**2.2 Change in Law or Regulation.** In the event of any new, or any change in any existing, law, statute, rule, regulation, order, decision (including any judgment or judicial decision), decree, tariff, charge, or rate class, or process, practice, procedure, protocol, design, or structure, or other event, including any change in any formula rate calculation or charge (e.g., any increase in the rate for network integration transmission service or capacity by the EDU, RTO, or Independent System Operator (“ISO”), as applicable), or any change in any interpretation or application of any of the foregoing, by any governmental authority, court, EDU, ISO, RTO, such as PJM, or other regulated service provider (a “Change in Law”), where such Change in Law results in AEP Energy incurring additional or increased costs or expenses or other adverse economic effects relating to providing the services contemplated herein (collectively, “Additional Costs”), AEP Energy may pass through to Customers any such Additional Costs. Furthermore, Additional Costs may be assessed to Customers as prescribed by the PUCO.

**2.3 Termination Events.** In the event any of the following conditions occur during the Term, AEP Energy shall have the right to terminate this Agreement without liability and close out its obligations hereunder:

- (i) The EDU will not provide consolidated billing consistent with previous practice;
- (ii) The Government Aggregator does not receive the required certification, authorization and/or approval to move forward with the Program; or
- (iii) Due to the interpretation of any applicable law by any judicial or governmental authority with competent jurisdiction, it becomes unlawful for AEP Energy to perform any obligation under this Agreement.

**2.4 Termination Notices.** In the event of termination hereunder, the terminating party shall exercise its best efforts to communicate to the non-terminating party the upcoming possibility of termination. In the event that this Agreement is terminated prior to the end of the Term, each Customer will be provided written notification from the terminating party of the termination of this Agreement at least thirty (30) calendar days prior to termination, and in compliance with other regulatory or legal requirements and Customers will also be notified of their right to return to the EDU or to select an alternate CRES Provider. All other notification(s) shall be in accordance with PUCO requirements.

### ARTICLE 3 - DELIVERY TERM

**3.1 Delivery Term.** During the Term and on and after the actual switch date(s), AEP Energy shall provide competitive retail electric service and related services to the Customers, and shall arrange for distribution service to the Customers by the EDU.

**3.2 Customer Pricing.** During the Term, AEP Energy shall provide competitive retail electric service and related services to all Customers at

the price set forth on the relevant Attachment A (the “Price”). Any non-bypassable charges and fees approved by the PUCO and not included in the Price to Compare (“PTC”) as of the Effective Date will be billed at their full rate. From the Effective Date of this Agreement up to the date on which AEP Energy or Government Aggregator mails out notice of this Opt-out Aggregation Program to prospective Customers, AEP Energy reserves the right to adjust the pricing in Attachment A to reflect current market conditions or any updated usage data, historical load information or load forecast information and maintain the original expected economic position (“Change in Price Event”). Should a Change in Price Event occur, AEP Energy will provide notice of the revised price to the Government Aggregator. Parties must mutually agree to the revised price for the Program to move forward. If the parties are unable to agree upon modification(s) to this Agreement within thirty (30) calendar days of such notice, this Agreement shall terminate.

### ARTICLE 4 - BILLING AND PAYMENTS

**4.1 Pass-through Costs.** Each Customer shall be responsible for payments to the EDU and shall be solely responsible for late charges, interests, or penalties imposed by the EDU as a result of such Customer’s failure to timely pay the EDU charges. If such late charges, interests, or penalties are directed to AEP Energy as the CRES, then such Customer shall reimburse AEP Energy for any amounts paid. Any charges, fees, penalties, damages, credits, rebates or refunds arising from service to such Customer by the EDU and/or other provider(s) prior to switch date shall be the responsibility of such Customer or accrue to the benefit of such Customer as appropriate. Each Customer shall use commercially reasonable efforts to respond to these obligations directly with the EDU and/or other provider(s). If such late charges, interest, or penalties are directed to AEP Energy as the CRES, then such Customer shall reimburse AEP Energy for any amounts paid. Each Customer shall hold AEP Energy harmless for such Customer’s failure to pay these obligations in a timely fashion.

**4.2 Billing.** Consolidated billing shall be provided to Customers directly by the EDU based upon the EDU’s meter read and Billing Cycle for Customers. Such bills will contain both EDU and AEP Energy charges. If a Customer fails to pay amounts due within the specified time period for said payments in accord with the EDU’s tariff and PUCO regulations, AEP Energy retains the right to assess late payment fees on amount(s) owed to AEP Energy, or deem such non-payment a Customer default. AEP Energy reserves the right to convert Customer from consolidated billing to dual billing, or from dual billing to consolidated billing if such a conversion will facilitate more timely billing, collections, and/or payment.

### ARTICLE 5 - DEFAULT AND REMEDIES

**5.1 Events of Default.** The occurrence of any of the following shall be an “Event of Default” hereunder: (a) the failure to make, when due, any undisputed payment required pursuant to this Agreement if such failure is not remedied within five (5) business days after written notice; (b) any representation or warranty made by Government Aggregator or AEP Energy herein is false or misleading in any material respect when made or when deemed made or repeated; (c) failure of Government Aggregator or AEP Energy to perform a material obligation set forth in this Agreement for which an exclusive remedy is not otherwise provided herein, if such failure is not remedied within thirty (30) calendar days after receipt of written notice (including failure of a party to maintain PUCO certification); (d) Government Aggregator or AEP Energy (i) files a

petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization, or similar law, or has any such petition filed or proceeding commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator, or similar official appointed with respect to it or any portion of its property or assets, regardless of whether such appointment is made in connection with a bankruptcy proceeding or reorganization for the benefit of creditors, or (v) is generally unable to pay its debts as they fall due; or (e) fraud by AEP Energy or Government Aggregator.

**5.2 Rights and Remedies.** If an Event of Default shall have occurred and be continuing, the non-defaulting party shall, at its sole discretion, have the right to do any one or more of the following: (i) to immediately exercise any rights and remedies under this Agreement or law including equitable rights to specific performance in the case of AEP Energy to continue to serve Customers under the Program; (ii) to immediately withhold any payment or performance due to the other party under this Agreement; (iii) to terminate this Agreement by declaring a date for its early termination (an "Early Termination Date") which shall be no later than thirty (30) calendar days after notice is given; or (iv) exercise such other remedies it may have in contract, in equity, or at law.

The parties recognize that damages or other amounts to be received by AEP Energy hereunder may be difficult to measure or inadequate because this Agreement is unique and the actual damages of AEP Energy may exceed any amounts to be received by AEP Energy hereunder. Therefore, the Government Aggregator waives all of its rights to assert as a defense to an action for specific performance and injunctive relief that the amounts payable to AEP Energy hereunder are adequate to cover the actual damages of AEP Energy.

## ARTICLE 6 - FORCE MAJEURE

**6.1 Force Majeure.** If either party is unable to perform its obligations in whole or in part due to an event of Force Majeure as defined herein, then the obligations of the affected party shall be suspended to the extent made necessary by such event. The term "Force Majeure" means any cause not within the control of the party claiming relief, including flood, earthquake, storm, drought, fire, pestilence, lightning, hurricanes, washouts, landslides and other natural catastrophes acts of God; acts of the public enemies, epidemics, riots, civil disturbance or disobedience, sabotage, terrorist acts, wars or blockades; governmental actions such as necessity to comply with any court order, law, statute, ordinance or regulation promulgated by a governmental authority; the failure of the EDU or RTO to receive, transport, or deliver, or otherwise perform, unless due to the failure of the party claiming Force Majeure to perform such party's obligations hereunder; or any other unplanned or non-scheduled occurrence, condition, situation or threat not covered above which by the exercise of reasonable diligence such party could not have prevented or is unable to overcome. Any such event of Force Majeure shall, so far as possible, be remedied with all reasonable dispatch. None of the following shall be deemed a Force Majeure event: (a) financial distress of either party; (b) the inability of either party to make a profit or avoid a financial loss; (c) changes in the market prices of fuel, energy, or power, or (d) a party's financial inability to perform its obligations under this Agreement. If either party is unable to perform any of its obligations under this Agreement due to a Force Majeure event, then said party shall notify the other party in writing as soon as possible after the start of the

Force Majeure event. The written notice shall include a specific description of the cause and expected duration of the Force Majeure Event.

**6.2 Curtailments and Outages.** AEP Energy shall not be responsible to a Customer in the event the EDU or RTO disconnects, suspends, curtails or reduces service to such Customer in order to facilitate construction, installation, maintenance, repair, replacement or inspection of any of the EDU's facilities, or to maintain the safety and reliability of the EDU's system, or due to emergencies, forced outages, potential overloading of the EDU's transmission and/or distribution circuits, or Force Majeure or for any other reason permitted by the EDU's tariff or any other acts or omissions of the EDU.

## ARTICLE 7 - LIMITATION OF LIABILITY

**7.1 DISCLAIMER AND WARRANTIES.** EXCEPT AS PROVIDED FOR HEREIN, AEP ENERGY EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR VERBAL, FOR OR WITH RESPECT TO ITS SUPPLY OF COMPETITIVE RETAIL ELECTRIC SERVICE OR OTHER OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AEP ENERGY DOES NOT WARRANT OR GUARANTEE THE UNINTERRUPTED DELIVERY OF COMPETITIVE RETAIL ELECTRIC SERVICE TO CUSTOMERS DURING FORCE MAJEURE EVENTS. AEP ENERGY WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR THE OPERATIONS OF THE EDU, INCLUDING THE INTERRUPTION, TERMINATION, FAILURE TO DELIVER, OR DETERIORATION OF EDU'S TRANSMISSION OR DISTRIBUTION SERVICE.

**7.2 LIMITATION OF LIABILITY.** UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED BETWEEN THE PARTIES TO DIRECT, ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, TREBLE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE AND SHALL SURVIVE TERMINATION, CANCELLATION, SUSPENSION, COMPLETION OR EXPIRATION OF THIS AGREEMENT. ANY DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

## ARTICLE 8 - REPRESENTATIONS AND WARRANTIES

**8.1 Representations and Warranties by AEP Energy.** AEP Energy hereby represents and warrants to Government Aggregator as of the Effective Date as follows:

(i) AEP Energy is a corporation, duly formed, validly existing and in good standing under the laws of the State of Illinois;

(ii) AEP Energy has all authorizations from any government authority necessary for it to legally perform its obligations under this Agreement or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;

(iii) The execution and delivery of, and performance under, this Agreement are within AEP Energy's powers, have been duly authorized by all necessary action and do not violate, conflict with or breach any of the terms or conditions in its governing documents or any contract to which it is a party or any government rule applicable to it;

(iv) This Agreement has been duly executed and delivered by AEP Energy, and this Agreement (assuming due authorization, execution and delivery of all parties) constitutes legal, valid and binding obligations of AEP Energy enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, fraudulent conveyance, reorganization and other laws affecting creditor's rights generally and general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law; and

(v) No bankruptcy is pending against it or to its knowledge threatened against it.

#### 8.2 Representations and Warranties by Government Aggregator.

Government Aggregator hereby represents and warrants to AEP Energy as of the Effective Date as follows:

(i) The Government Aggregator is duly authorized as the agent for the Customers, as a duly authorized government aggregator;

(ii) The Government Aggregator has all authorizations from any government authority necessary for it to legally perform its obligations under this Agreement;

(iii) The execution and delivery of, and performance under, this Agreement are within the Government Aggregator's powers, have been duly authorized by all necessary action and do not violate, conflict with or breach any of the terms or conditions in its governing documents or any contract to which it is a party or any government rule applicable to it. Neither the execution nor delivery by Government Aggregator of this Agreement nor the consummation by the Government Aggregator of the transactions contemplated hereby or thereby does or will result in a breach or violation of this Agreement establishing the Government Aggregator's authority, or its bylaws, or any material provision of the governance document related thereto. Notwithstanding the foregoing in this paragraph, it is understood with respect to the terms or conditions of any governance document (including the Plan), any contract, or any other document the terms of Section 10.2 shall apply and prevail;

(iv) Government Aggregator has the authority to designate, and has designated AEP Energy as its CRES provider for the Customers for the Term. If Government Aggregator is a governmental authority, no action taken by it will be an action by a governmental authority unless it is taken by Government Aggregator in the general exercise of its governmental police powers without a disproportionate impact on AEP Energy or this Agreement, and not in its capacity as a

party to this Agreement, and no action taken by Government Aggregator's consultant(s), if any, will be an action by a governmental authority;

(v) This Agreement has been duly executed and delivered by the Government Aggregator, and this Agreement (assuming due authorization, execution and delivery of all parties) constitutes legal, valid and binding obligations of the Government Aggregator, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization and other laws affecting creditors' rights and remedies generally, to general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law;

(vi) The Government Aggregator is entering into this Agreement with a full understanding of all of the risks hereof (economic and otherwise), it is capable of assuming and willing to assume those risks and AEP Energy is not acting as a fiduciary or in an advisory capacity to it;

(vii) None of the documents or other written information furnished by or on behalf of the Government Aggregator or Customers to AEP Energy pursuant to this Agreement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading; and

(viii) The Government Aggregator has the contractual right to enter into this Agreement and to contract with AEP Energy to supply competitive retail electric service and related services to meet the obligations of Customers and there is no other aggregation program available to these Customers within the jurisdictional territory of the Government Aggregator.

## ARTICLE 9 - CONFIDENTIAL INFORMATION

9.1 Confidentiality. Each of AEP Energy and Government Aggregator agrees, for itself and its authorized representatives, to keep all proprietary, confidential, and/or trade secret information of the disclosing party (the "Discloser") provided under or in connection with this Agreement, including the terms and provisions of this Agreement ("Confidential Information"), confidential and to use such Confidential Information solely for purposes in connection with this Agreement, except to the extent that the receiving party (the "Recipient") determines that release of such Confidential Information is required by applicable law or regulation, including the Ohio Public Records Act, O.R.C. Section 149.43 et seq. (the "Public Records Act"), subject to the terms and conditions set forth in this paragraph. For purposes of this Article 9, Confidential Information includes this Agreement (or any portion of the contents hereof) and any oral, written, electronic, graphic, or machine-readable information provided before, on, or after the date hereof relating to a party's business information or corporate structure and/or that of any of its affiliates, marketing and product development plans, information related to the calculation or pricing methodology of the Price, cost information, algorithms, or rates under this Agreement, technical data, product specifications, illustrations or other visuals, financial data and plans, correspondence, and any other information regarding the Program provided by or on behalf of the Discloser to the Recipient or developed or learned by the Recipient during the negotiations of or performance under this Agreement or the course of the Program, third-party confidential information, market share data, licenses, contract information, processes

and procedures, trade secrets, proprietary "know-how", research, product or service ideas or plans, inventions, and like information concerning, or provided by or on behalf of, the Discloser, its affiliates, or their third-party consultants, contractors, or suppliers and/or that a party considers to be competitively sensitive. Government Aggregator represents that it is subject to the Public Records Act. If the Recipient, or any of its representatives to which Confidential Information has been disclosed, is requested (pursuant to the Public Records Act or otherwise) or becomes legally compelled (pursuant to applicable federal, state, or local law or regulation or a valid order issued by a court or governmental agency of competent jurisdiction) to disclose any of the Confidential Information, then the Recipient shall, to the extent legally permissible, promptly notify the Discloser in writing if it intends to release any Confidential Information to afford the Discloser an opportunity to either seek a protective order or other appropriate remedy prior to disclosure or waive compliance with the provisions of this Article 9; provided, however, that each party shall have the right to make such disclosures, if any, to government agencies and to its own agents, vendors, advisors, contractors, attorneys, auditors, accountants, and affiliates as may be reasonably necessary, so long as each party makes reasonable efforts to maintain the confidentiality of such information being so disclosed, whether by use of protective orders or otherwise, as is afforded by the process in which the disclosures are made. If the relevant protective order or other remedy is not obtained or the Discloser expressly waives in writing compliance with the provisions hereof, the Recipient, and/or each of its representatives, will disclose no more than that portion of the Confidential Information which, on the advice of the Recipient's legal counsel, is legally required to be disclosed and will reasonably cooperate with the Discloser's efforts, at the Discloser's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information required to be disclosed.

## ARTICLE 10 - MISCELLANEOUS

10.1 **Notices.** Notices shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States mail, overnight courier, or email to the persons and addresses listed in the introduction to this Agreement, provided however that notice by email shall only be effective if followed by written notice as aforesaid. Notice by hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a business day, and otherwise shall be effective at the close of business on the next business day. Notice by overnight United States mail or other overnight courier shall be effective on the day it is received. Notice by United States mail other than overnight United States mail shall be deemed effective when so received. A party may change its addresses by providing notice of said change in accordance herewith.

10.2 **Entire Agreement.** No other document (including the Plan), governmental ordinance, or law applicable with respect to the jurisdictional territory or Government Aggregator shall create any obligation, duty, or qualification with respect to the Program or the relationship of the parties under this Agreement. The parties acknowledge and agree that (a) each of Government Aggregator (with respect to itself or any Customer) and AEP Energy solely and exclusively shall rely upon and be bound by the specific representations, warranties, rights, and obligations set forth in this Agreement, (b) no other representations, warranties, restrictions, covenants, undertakings, or other statements whatsoever, whether written or oral (including in the Plan or in any governmental ordinance or law applicable with respect to the jurisdictional territory or Government Aggregator), to the contrary of this

Agreement or otherwise, shall be deemed to constitute a part of this Agreement, unless expressly set forth herein, and (c) this Agreement, including all Attachments hereto, contains all of the terms and conditions of this Agreement reached by the parties, and supersedes all prior oral or written agreements with respect to the subject matter of this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by all parties hereto. This Agreement constitutes a master agreement under which one or more Attachment(s) may be executed for the purpose of designating Retail Electric Supply, respectively, as listed on the relevant Attachment. Any Attachments executed pursuant to this Agreement by the parties after the date hereof shall become a part of this Agreement, or replace in its entirety any previously-executed similar version. Notwithstanding anything to the contrary herein, this Agreement is effective only upon Government Aggregator's execution and AEP Energy's subsequent execution of this Agreement.

10.3 **Waivers.** No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver. Any request for a waiver of the requirements and provisions of this Agreement shall be in writing and must be approved in writing by the non-waiving party. The failure of either party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

10.4 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio without regard to any principles of conflicts of laws that would apply the law of another jurisdiction.

10.5 **Controlling Provisions.** In the event of any inconsistency between the terms herein and the terms of the Attachments hereto, the provisions of this Agreement shall control. The words "include" and "including" shall be deemed to be followed by the phrase "without limitation."

10.6 **Severability.** Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction.

10.7 **Assignment.** This Agreement shall not be transferred or assigned by either party without the express written authorization of the other party, which authorization shall not be unreasonably withheld. Notwithstanding the foregoing, AEP Energy may, without the consent of Government Aggregator or Customers, (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangement; (b) transfer or assign this Agreement to an affiliate of AEP Energy; or (c) transfer or assign this Agreement to any person or entity succeeding to all or a substantial portion of the assets of AEP Energy. Upon an assignment pursuant to (b) or (c), Government Aggregator and Customers agree that AEP Energy shall have no further obligations regarding future

performance hereunder. Either party's assignee shall agree in writing to be bound by the terms and conditions of this Agreement, including the Attachments. Subject to the foregoing, this Agreement and its Attachments shall be binding upon and inure to the benefit of any permitted successors and assigns, to the extent permitted by law.

10.8 **Forward Contract.** The parties acknowledge and agree that (a) this Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code, and (b) AEP Energy is a forward contract merchant. Further, AEP Energy is not providing advice regarding "commodity interests," including commodity futures contracts and commodity options contracts or any other matter, which would cause it to be a "commodity trading advisor" under the U.S. Commodity Exchange Act, as amended.

10.9 **Press Releases.** Government Aggregator agrees and acknowledges that AEP Energy shall have the right to review and approve

any press releases in connection with this Agreement prior to publication or release.

10.10 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one instrument. Any counterpart may be executed and evidenced by signature transmitted by email or other electronic means as though it were an original.

10.11 **No Third-Party Beneficiaries.** This Agreement confers no rights or remedies whatsoever upon any person or entity other than the parties and shall not create, or be interpreted as creating, any standard of care, duty or liability to any person or entity not a party hereto. Neither party shall be liable to a third party not a party to this Agreement for any unauthorized act or omission on the part of the other party or for any unauthorized obligation or debt incurred by the other party.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by a duly authorized representative, who, by applying his or her signature, represents and warrants full right, power, and authority to sign on behalf of the relevant party named below, effective as of the Effective Date set forth above.

**AEP ENERGY, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTACHMENT A:**

**GOVERNMENT AGGREGATION MASTER RETAIL ELECTRIC SUPPLY AGREEMENT  
CUSTOMER PRICING AND ADDITIONAL TERMS**

# Attachment A to Government Aggregation Master Retail Electric Supply Agreement

## Between

### and AEP Energy, Inc.

#### **Term:**

[\_\_\_\_] (\_\_\_\_) months, expected to begin on or around the relevant [\_\_\_\_] meter read date(s) (or, for Refresh Opt Out(s) or Customer(s) that enroll in the Program by affirmative consent, for a period up to the remainder of such [\_\_\_\_] ([\_\_\_\_]) month-term), subject to the timing of (i) the available meter read date(s), as determined by the EDU, following the applicable opt-out period or enrollment date, and (ii) AEP Energy's receipt of confirmation that the EDU has completed its processing and has accepted the relevant delivery service request(s)

#### **Pricing:**

##### **Residential (RS): Commodity portion of electric service equal to        cents per kWh**

The Customer shall pay AEP Energy a charge for the commodity portion of its electric service that is equal to        ¢ per kWh multiplied by the metered electric usage for the monthly Billing Cycle. Price is exclusive of distribution service charges and other non-bypassable EDU charges and fees.

##### **Commercial (consumption less than 700,000 kWh annually): Commodity portion of electric service equal to        cents per kWh**

The Customer shall pay AEP Energy a charge for the commodity portion of its electric service that is equal to        ¢ per kWh multiplied by the metered electric usage for the monthly Billing Cycle. Price is exclusive of distribution service charges and other non-bypassable EDU charges and fees.

#### **Mercantile Accounts:**

National accounts as well as any eligible commercial accounts with annual usage greater than 700,000 kWh must "opt-in," at AEP Energy's sole discretion to accept, in order to participate in the Program.

#### **Administrative Services to be provided to Government Aggregator by AEP Energy during the Term:**

- Design, print and mail the Opt-out letter to eligible participants, including a sheet of Frequently Asked Questions to provide assistance.
- Administer the opt-out process including database preparation, handling of opt-out form information, and final enrollment list compilation.
- Provide call center support to handle informational calls regarding the Program.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/25/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202	CONTACT NAME: PHONE (A/C, No. Ext): 800-476-2211 E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A :ACE American Insurance Company	NAIC # 22667
INSURED American Electric Power Company, Inc, and all Subsidiaries 1 Riverside Plaza Columbus, OH 43215	INSURER B :Energy Insurance Services, Inc.	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

## COVERS

CERTIFICATE NUMBER:4R7ECQZ6

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR			HDO G71097055	07/01/2018	07/01/2021	EACH OCCURRENCE	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25159792	07/01/2018	07/01/2021	MED EXP (Any one person)	\$ 1,000,000
	PROPERTY & ADV INJURY						PERSONAL & ADV INJURY	\$ 1,000,000
B	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE			P003-200378	07/01/2020	07/01/2021	GENERAL AGGREGATE	\$ 2,000,000
	DED <input type="checkbox"/> RETENTION \$						PRODUCTS - COMP/OP AGG	\$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	P003-200362	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						PER STATUTE	OTHER
B	Professional Liability			P003-200362	04/01/2020	04/01/2021	E.L. EACH ACCIDENT	\$ 4,000,000
	AGGREGATE						E.L. DISEASE - EA EMPLOYEE	\$ 4,000,000
							E.L. DISEASE - POLICY LIMIT	\$
							Each Occurrence	\$ 1,000,000
							Aggregate	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDITIONAL INSURED: Additional Insured is any person or organization for whom the Named Insured has specifically agreed by written contract to provide Additional Insured status, subject to policy terms, conditions and exclusions, provided that: A) This insurance applies only to each coverage which the Named Insured has agreed to provide by contract, but in no event shall the coverage exceed the coverage otherwise afforded by the policy; B) The amount of insurance is limited to that required by such written contract, but in no event shall the limits of liability exceed the limits of liability provided by the policy; C) The insurance applies only with respect to liability arising out of the operations, activities or business conducted by or on behalf of the Named Insured.

WAIVER OF SUBROGATION: A Waiver of Subrogation is provided if required in a written contract with the Named Insured.

CONTRACTUAL LIABILITY: Contractual Liability is included under the commercial General Liability policy.

## CERTIFICATE HOLDER

## CANCELLATION

American Electric Power Company Evidence of Casualty Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: PHONE (A/C, No, Ext): 800-476-2211		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED American Electric Power Company, Inc. and all Subsidiaries 1 Riverside Plaza Columbus, OH 43215	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :ACE American Insurance Company		22667
	INSURER B :Associated Electric & Gas Ins. Svcs.		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

## COVERAGES

CERTIFICATE NUMBER:6LVUT57T

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			HDO G71097055	07/01/2018	07/01/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25159792	07/01/2018	07/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input checked="" type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>			XL5130309P Aggregate as Applicable	07/01/2020	07/01/2021	EACH OCCURRENCE	\$ 35,000,000
							AGGREGATE	\$ 70,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input type="checkbox"/> N	N / A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
								\$
								\$
								\$
								\$
								\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

For Informational Purposes Only	CANCELLATION	
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
AUTHORIZED REPRESENTATIVE		

**AMERICAN ELECTRIC POWER COMPANY, INC. AND SUBSIDIARY COMPANIES**  
**CONSOLIDATED STATEMENTS OF INCOME**  
**For the Years Ended December 31, 2019, 2018 and 2017**  
(in millions, except per-share and share amounts)

	Years Ended December 31,		
	2019	2018	2017
<b>REVENUES</b>			
Vertically Integrated Utilities	\$ 9,245.7	\$ 9,556.7	\$ 9,095.1
Transmission and Distribution Utilities	4,319.0	4,552.3	4,328.9
Generation & Marketing	1,721.8	1,818.1	1,771.4
Other Revenues	274.9	268.6	229.5
<b>TOTAL REVENUES</b>	<b>15,561.4</b>	<b>16,195.7</b>	<b>15,424.9</b>
<b>EXPENSES</b>			
Fuel and Other Consumables Used for Electric Generation	1,940.9	2,359.4	2,346.5
Purchased Electricity for Resale	3,165.2	3,427.1	2,965.3
Other Operation	2,743.7	2,979.2	2,525.2
Maintenance	1,213.9	1,247.4	1,145.6
Asset Impairments and Other Related Charges	156.4	70.6	87.1
Gain on Sale of Merchant Generation Assets	—	—	(226.4)
Depreciation and Amortization	2,514.5	2,286.6	1,997.2
Taxes Other Than Income Taxes	1,234.5	1,142.7	1,059.4
<b>TOTAL EXPENSES</b>	<b>12,969.1</b>	<b>13,513.0</b>	<b>11,899.9</b>
<b>OPERATING INCOME</b>	<b>2,592.3</b>	<b>2,682.7</b>	<b>3,525.0</b>
<b>Other Income (Expense):</b>			
Other Income	26.6	18.2	34.6
Allowance for Equity Funds Used During Construction	168.4	132.5	93.7
Non-Service Cost Components of Net Periodic Benefit Cost	120.0	124.5	45.5
Gain on Sale of Equity Investment	—	—	12.4
Interest Expense	<b>(1,072.5)</b>	<b>(984.4)</b>	<b>(895.0)</b>
<b>INCOME BEFORE INCOME TAX EXPENSE (BENEFIT) AND EQUITY EARNINGS</b>	<b>1,834.8</b>	<b>1,973.5</b>	<b>2,816.2</b>
Income Tax Expense (Benefit)	(12.9)	115.3	969.7
Equity Earnings of Unconsolidated Subsidiaries	<b>72.1</b>	<b>73.1</b>	<b>82.4</b>
<b>NET INCOME</b>	<b>1,919.8</b>	<b>1,931.3</b>	<b>1,928.9</b>
Net Income (Loss) Attributable to Noncontrolling Interests	(1.3)	7.5	16.3
<b>EARNINGS ATTRIBUTABLE TO AEP COMMON SHAREHOLDERS</b>	<b>\$ 1,921.1</b>	<b>\$ 1,923.8</b>	<b>\$ 1,912.6</b>
<b>WEIGHTED AVERAGE NUMBER OF BASIC AEP COMMON SHARES OUTSTANDING</b>	<b>493,694,345</b>	<b>492,774,600</b>	<b>491,814,651</b>
<b>TOTAL BASIC EARNINGS PER SHARE ATTRIBUTABLE TO AEP COMMON SHAREHOLDERS</b>	<b>\$ 3.89</b>	<b>\$ 3.90</b>	<b>\$ 3.89</b>
<b>WEIGHTED AVERAGE NUMBER OF DILUTED AEP COMMON SHARES OUTSTANDING</b>	<b>495,306,238</b>	<b>493,758,277</b>	<b>492,611,067</b>
<b>TOTAL DILUTED EARNINGS PER SHARE ATTRIBUTABLE TO AEP COMMON SHAREHOLDERS</b>	<b>\$ 3.88</b>	<b>\$ 3.90</b>	<b>\$ 3.88</b>

*See Notes to Financial Statements of Registrants beginning on page 68.*

**AMERICAN ELECTRIC POWER COMPANY, INC. AND SUBSIDIARY COMPANIES**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)**  
**For the Years Ended December 31, 2019, 2018 and 2017**  
(in millions)

	<b>Years Ended December 31,</b>		
	<b>2019</b>	<b>2018</b>	<b>2017</b>
Net Income	\$ 1,919.8	\$ 1,931.3	\$ 1,928.9
<b><u>OTHER COMPREHENSIVE INCOME (LOSS), NET OF TAXES</u></b>			
Cash Flow Hedges, Net of Tax of \$(21.1), \$3.9 and \$(1.4) in 2019, 2018 and 2017, Respectively	(79.4)	14.6	(2.6)
Securities Available for Sale, Net of Tax of \$0, \$0 and \$1.9 in 2019, 2018 and 2017, Respectively	—	—	3.5
Amortization of Pension and OPEB Deferred Costs, Net of Tax of \$(1.5), \$(1.4) and \$0.6 in 2019, 2018 and 2017, Respectively	(5.6)	(5.3)	1.1
Pension and OPEB Funded Status, Net of Tax of \$15.3, \$(8.8) and \$46.7 in 2019, 2018 and 2017, Respectively	57.7	(33.0)	86.5
<b>TOTAL OTHER COMPREHENSIVE INCOME (LOSS)</b>	<b>(27.3)</b>	<b>(23.7)</b>	<b>88.5</b>
<b>TOTAL COMPREHENSIVE INCOME</b>	<b>1,892.5</b>	<b>1,907.6</b>	<b>2,017.4</b>
Total Comprehensive Income (Loss) Attributable To Noncontrolling Interests	(1.3)	7.5	16.3
<b>TOTAL OTHER COMPREHENSIVE INCOME ATTIBUTABLE TO AEP COMMON SHAREHOLDERS</b>	<b>\$ 1,893.8</b>	<b>\$ 1,900.1</b>	<b>\$ 2,001.1</b>

*See Notes to Financial Statements of Registrants beginning on page 68.*

**AMERICAN ELECTRIC POWER COMPANY, INC. AND SUBSIDIARY COMPANIES**  
**CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY**  
**For the Years Ended December 31, 2019, 2018 and 2017**  
(in millions)

	AEP Common Shareholders						
	Common Stock		Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Noncontrolling Interests	Total
	Shares	Amount					
<b>TOTAL EQUITY – DECEMBER 31, 2016</b>	512.0	\$ 3,328.3	\$ 6,332.6	\$ 7,892.4	\$ (156.3)	\$ 23.1	\$ 17,420.1
Issuance of Common Stock	0.2	1.1	11.1				12.2
Common Stock Dividends				(1,178.3) (a)		(13.6)	(1,191.9)
Other Changes in Equity			55.0			0.8	55.8
Net Income				1,912.6		16.3	1,928.9
Other Comprehensive Income					88.5		88.5
<b>TOTAL EQUITY – DECEMBER 31, 2017</b>	512.2	3,329.4	6,398.7	8,626.7	(67.8)	26.6	18,313.6
Issuance of Common Stock	1.3	8.0	65.6				73.6
Common Stock Dividends				(1,251.1) (a)		(4.4)	(1,255.5)
Other Changes in Equity			21.8			1.3	23.1
ASU 2018-02 Adoption				14.0	(17.0)		(3.0)
ASU 2016-01 Adoption				11.9	(11.9)		—
Net Income				1,923.8		7.5	1,931.3
Other Comprehensive Loss					(23.7)		(23.7)
<b>TOTAL EQUITY – DECEMBER 31, 2018</b>	513.5	3,337.4	6,486.1	9,325.3	(120.4)	31.0	19,059.4
Issuance of Common Stock	0.9	6.0	59.3				65.3
Common Stock Dividends				(1,345.5) (a)		(4.5)	(1,350.0)
Other Changes in Equity			(9.8) (b)			2.2	(7.6)
Acquisition of Sempra Renewables LLC						134.8	134.8
Acquisition of Santa Rita East						118.8	118.8
Net Income (Loss)				1,921.1		(1.3)	1,919.8
Other Comprehensive Loss					(27.3)		(27.3)
<b>TOTAL EQUITY – DECEMBER 31, 2019</b>	514.4	\$ 3,343.4	\$ 6,535.6	\$ 9,900.9	\$ (147.7)	\$ 281.0	\$ 19,913.2

(a) Cash dividends declared per AEP common share were \$2.71, \$2.53 and \$2.39 for the years ended December 31, 2019, 2018 and 2017, respectively.

(b) Includes \$(62) million related to a forward equity purchase contract associated with the issuance of Equity Units. See “Equity Units” section of Note 14 for additional information.

*See Notes to Financial Statements of Registrants beginning on page 68.*

**AMERICAN ELECTRIC POWER COMPANY, INC. AND SUBSIDIARY COMPANIES**  
**CONSOLIDATED BALANCE SHEETS**  
**ASSETS**  
**December 31, 2019 and 2018**  
**(in millions)**

	<b>December 31,</b>	
	<b>2019</b>	<b>2018</b>
<b>CURRENT ASSETS</b>		
Cash and Cash Equivalents	\$ 246.8	\$ 234.1
Restricted Cash (December 31, 2019 and 2018 Amounts Include \$185.8 and \$210, Respectively, Related to Transition Funding, Restoration Funding, Ohio Phase-in-Recovery Funding, Appalachian Consumer Rate Relief Funding and Santa Rita East)	185.8	210.0
Other Temporary Investments (December 31, 2019 and 2018 Amounts Include \$187.8 and \$152.7, Respectively, Related to EIS and Transource Energy)	202.7	159.1
Accounts Receivable:		
Customers	625.3	699.0
Accrued Unbilled Revenues	222.4	209.3
Pledged Accounts Receivable – AEP Credit	873.9	999.8
Miscellaneous	27.2	55.2
Allowance for Uncollectible Accounts	(43.7)	(36.8)
Total Accounts Receivable	<u>1,705.1</u>	<u>1,926.5</u>
Fuel	528.5	319.0
Materials and Supplies	640.7	602.1
Risk Management Assets	172.8	162.8
Regulatory Asset for Under-Recovered Fuel Costs	92.9	150.1
Margin Deposits	60.4	141.4
Prepayments and Other Current Assets	242.1	208.8
<b>TOTAL CURRENT ASSETS</b>	<u>4,077.8</u>	<u>4,113.9</u>
<b>PROPERTY, PLANT AND EQUIPMENT</b>		
Electric:		
Generation	22,762.4	21,699.9
Transmission	24,808.6	21,531.0
Distribution	22,443.4	21,195.4
Other Property, Plant and Equipment (Including Coal Mining and Nuclear Fuel)	4,811.5	4,265.0
Construction Work in Progress	4,319.8	4,393.9
<b>Total Property, Plant and Equipment</b>	<u>79,145.7</u>	<u>73,085.2</u>
Accumulated Depreciation and Amortization	19,007.6	17,986.1
<b>TOTAL PROPERTY, PLANT AND EQUIPMENT – NET</b>	<u>60,138.1</u>	<u>55,099.1</u>
<b>OTHER NONCURRENT ASSETS</b>		
Regulatory Assets	3,158.8	3,310.4
Securitized Assets	858.1	920.6
Spent Nuclear Fuel and Decommissioning Trusts	2,975.7	2,474.9
Goodwill	52.5	52.5
Long-term Risk Management Assets	266.6	254.0
Operating Lease Assets	957.4	—
Deferred Charges and Other Noncurrent Assets	3,407.3	2,577.4
<b>TOTAL OTHER NONCURRENT ASSETS</b>	<u>11,676.4</u>	<u>9,589.8</u>
<b>TOTAL ASSETS</b>	<u><u>\$ 75,892.3</u></u>	<u><u>\$ 68,802.8</u></u>

*See Notes to Financial Statements of Registrants beginning on page 68.*

**AMERICAN ELECTRIC POWER COMPANY, INC. AND SUBSIDIARY COMPANIES**  
**CONSOLIDATED BALANCE SHEETS**  
**LIABILITIES AND EQUITY**  
**December 31, 2019 and 2018**  
**(dollars in millions)**

	December 31,	
	2019	2018
<b>CURRENT LIABILITIES</b>		
Accounts Payable	\$ 2,085.8	\$ 1,874.3
Short-term Debt:		
Securitized Debt for Receivables – AEP Credit	710.0	750.0
Other Short-term Debt	2,128.3	1,160.0
Total Short-term Debt	<u>2,838.3</u>	<u>1,910.0</u>
Long-term Debt Due Within One Year (December 31, 2019 and 2018 Amounts Include \$565.1 and \$406.5, Respectively, Related to Transition Funding, DCC Fuel, Ohio Phase-in-Recovery Funding, Appalachian Consumer Rate Relief Funding, Transource Energy, Sabine and Restoration Funding)	1,598.7	1,698.5
Risk Management Liabilities	114.3	55.0
Customer Deposits	366.1	412.2
Accrued Taxes	1,357.8	1,218.0
Accrued Interest	243.6	231.7
Obligations Under Operating Leases	234.1	—
Regulatory Liability for Over-Recovered Fuel Costs	86.6	58.6
Other Current Liabilities	1,373.8	1,190.5
<b>TOTAL CURRENT LIABILITIES</b>	<u>10,299.1</u>	<u>8,648.8</u>
<b>NONCURRENT LIABILITIES</b>		
Long-term Debt (December 31, 2019 and 2018 Amounts Include \$907 and \$1,109.2, Respectively, Related to Transition Funding, DCC Fuel, Ohio Phase-in-Recovery Funding, Appalachian Consumer Rate Relief Funding, Transource Energy, Sabine and Restoration Funding)	25,126.8	21,648.2
Long-term Risk Management Liabilities	261.8	263.4
Deferred Income Taxes	7,588.2	7,086.5
Regulatory Liabilities and Deferred Investment Tax Credits	8,457.6	8,540.3
Asset Retirement Obligations	2,216.6	2,287.7
Employee Benefits and Pension Obligations	466.0	377.1
Obligations Under Operating Leases	734.6	—
Deferred Credits and Other Noncurrent Liabilities	719.8	782.6
<b>TOTAL NONCURRENT LIABILITIES</b>	<u>45,571.4</u>	<u>40,985.8</u>
<b>TOTAL LIABILITIES</b>	<u>55,870.5</u>	<u>49,634.6</u>
Rate Matters (Note 4)		
Commitments and Contingencies (Note 6)		
<b>MEZZANINE EQUITY</b>		
Redeemable Noncontrolling Interest	65.7	69.4
Contingently Redeemable Performance Share Awards	42.9	39.4
<b>TOTAL MEZZANINE EQUITY</b>	<u>108.6</u>	<u>108.8</u>
<b>EQUITY</b>		
Common Stock – Par Value – \$6.50 Per Share:		
	2019	2018
Shares Authorized	600,000,000	600,000,000
Shares Issued	514,373,631	513,450,036
(20,204,160 Shares were Held in Treasury as of December 31, 2019 and 2018, Respectively)	3,343.4	3,337.4
Paid-in Capital	6,535.6	6,486.1
Retained Earnings	9,900.9	9,325.3
Accumulated Other Comprehensive Income (Loss)	(147.7)	(120.4)
<b>TOTAL AEP COMMON SHAREHOLDERS' EQUITY</b>	<u>19,632.2</u>	<u>19,028.4</u>
Noncontrolling Interests	281.0	31.0
<b>TOTAL EQUITY</b>	<u>19,913.2</u>	<u>19,059.4</u>
<b>TOTAL LIABILITIES, MEZZANINE EQUITY AND EQUITY</b>	<u><u>\$ 75,892.3</u></u>	<u><u>\$ 68,802.8</u></u>

*See Notes to Financial Statements of Registrants beginning on page 68.*

**AMERICAN ELECTRIC POWER COMPANY, INC. AND SUBSIDIARY COMPANIES**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**For the Years Ended December 31, 2019, 2018 and 2017**  
(in millions)

	<b>Years Ended December 31,</b>		
	<b>2019</b>	<b>2018</b>	<b>2017</b>
<b>OPERATING ACTIVITIES</b>			
<b>Net Income</b>	\$ 1,919.8	\$ 1,931.3	\$ 1,928.9
<b>Adjustments to Reconcile Net Income to Net Cash Flows from Operating Activities:</b>			
Depreciation and Amortization	2,514.5	2,286.6	1,997.2
Rockport Plant, Unit 2 Operating Lease Amortization	136.5	—	—
Deferred Income Taxes	(17.8)	104.3	901.5
Asset Impairments and Other Related Charges	156.4	70.6	87.1
Allowance for Equity Funds Used During Construction	(168.4)	(132.5)	(93.7)
Mark-to-Market of Risk Management Contracts	(29.2)	(66.4)	(23.3)
Amortization of Nuclear Fuel	89.1	113.8	129.1
Pension and Postemployment Benefit Reserves	(24.6)	(42.8)	27.8
Pension Contributions to Qualified Plan Trust	—	—	(93.3)
Property Taxes	(73.8)	(59.1)	(29.5)
Deferred Fuel Over/Under-Recovery, Net	85.2	189.7	84.4
Gain on Sale of Merchant Generation Assets	—	—	(226.4)
Recovery of Ohio Capacity Costs, Net	34.1	67.7	83.2
Refund of Global Settlement	(16.5)	(5.5)	(98.2)
Change in Other Noncurrent Assets	(97.4)	119.8	(423.9)
Change in Other Noncurrent Liabilities	(116.1)	129.0	181.7
<b>Changes in Certain Components of Working Capital:</b>			
Accounts Receivable, Net	247.8	145.9	28.5
Fuel, Materials and Supplies	(248.2)	20.7	17.9
Accounts Payable	5.8	36.6	(58.0)
Accrued Taxes, Net	138.9	153.2	91.9
Rockport Plant, Unit 2 Operating Lease Payments	(147.7)	—	—
Other Current Assets	70.7	10.5	(60.7)
Other Current Liabilities	(189.0)	149.8	(181.8)
<b>Net Cash Flows from Operating Activities</b>	<b>4,270.1</b>	<b>5,223.2</b>	<b>4,270.4</b>
<b>INVESTING ACTIVITIES</b>			
Construction Expenditures	(6,051.4)	(6,310.9)	(5,691.3)
Purchases of Investment Securities	(1,576.0)	(2,067.8)	(2,314.7)
Sales of Investment Securities	1,494.2	2,010.0	2,256.3
Acquisitions of Nuclear Fuel	(92.3)	(46.1)	(108.0)
Acquisition of Sempra Renewables LLC and Santa Rita East, net of cash and restricted cash acquired	(918.4)	—	—
Proceeds from Sale of Merchant Generation Assets	—	—	2,159.6
Other Investing Activities	(0.6)	61.2	41.7
<b>Net Cash Flows Used for Investing Activities</b>	<b>(7,144.5)</b>	<b>(6,353.6)</b>	<b>(3,656.4)</b>
<b>FINANCING ACTIVITIES</b>			
Issuance of Common Stock	65.3	73.6	12.2
Issuance of Long-term Debt	4,536.6	4,945.7	3,854.1
Commercial Paper and Credit Facility Borrowings	—	205.6	—
Change in Short-term Debt, Net	928.3	271.4	(74.4)
Retirement of Long-term Debt	(1,220.8)	(2,782.0)	(3,087.9)
Commercial Paper and Credit Facility Repayments	—	(205.6)	—
Make Whole Premium on Extinguishment of Long-term Debt	(5.0)	(13.5)	(46.1)
Principal Payments for Finance Lease Obligations	(70.7)	(65.1)	(67.3)
Dividends Paid on Common Stock	(1,350.0)	(1,255.5)	(1,191.9)
Other Financing Activities	(20.8)	(12.7)	(3.6)
<b>Net Cash Flows from (Used for) Financing Activities</b>	<b>2,862.9</b>	<b>1,161.9</b>	<b>(604.9)</b>
<b>Net Increase (Decrease) in Cash, Cash Equivalents and Restricted Cash</b>	<b>(11.5)</b>	<b>31.5</b>	<b>9.1</b>
<b>Cash, Cash Equivalents and Restricted Cash at Beginning of Period</b>	<b>444.1</b>	<b>412.6</b>	<b>403.5</b>
<b>Cash, Cash Equivalents and Restricted Cash at End of Period</b>	<b>\$ 432.6</b>	<b>\$ 444.1</b>	<b>\$ 412.6</b>

See Notes to Financial Statements of Registrants beginning on page 68.

## **PUBLIC UTILITIES COMMISSION OF OHIO**

*Certified as a Competitive Retail Electric Service Provider*

### **RENEWAL**

Certificate Number:

**10-206E (6)**

Issued Pursuant to Case Number(s):

**10-0384-EL-CRS**

A certificate as a Competitive Retail Electric Service Provider is hereby granted to **AEP Energy, Inc.** whose office or principal place of business is located at **225 W. Wacker Drive, Suite 600, Chicago, IL 60606** to provide **power marketer and power broker** services within the State of Ohio effective **May 20, 2020**.

The certification of competitive retail electric suppliers is governed by Section 4901:1-24-(01-13) of the Ohio Administrative Code, Section 4901:1-21-(01-15) of the Ohio Administrative Code, and Section 4928.08 of the Ohio Revised Code.

This Certificate is revocable if all of the conditions set forth in the aforementioned case(s) are not met.

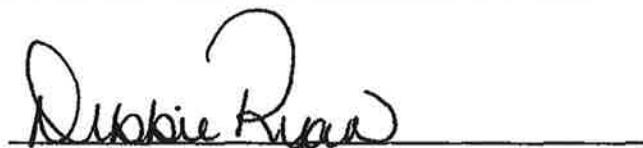
Subject to all rules and regulations of the Commission, now existing or hereafter promulgated.

Witness the seal of the Commission affixed at Columbus, Ohio.

**Dated: May 27, 2020**

By Order of

**PUBLIC UTILITIES COMMISSION OF OHIO**



Tanowa M. Troupe, Secretary  
Debbie Ryan, Acting Secretary  
Donielle M. Hunter, Acting Secretary  
Susan Patterson, Acting Secretary

**Certificate Expires: May 20, 2022**

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.

180 East Broad Street  
Columbus, Ohio 43215-3791

Technician \_\_\_\_\_

Date Processed

5/27/20

(614) 466-3016  
www.PUCO.ohio.gov

## CRES AUTOMATIC CASE ACTION FORM

Date: 5-26-20

Case Number: 10-0384-EL-CRS

Company Name and Company Name d/b/a: **AEP Energy, Inc.**

Company Address: **225 W Wacker Drive, Suite 600**

Company City/State/Zip: **Chicago IL 60606**

Regulatory Contact: **Marsha Makel**

Phone: **614-682-4350**

Email: **mmakel@aepenergy.com**

Address: **1 Easton Oval, Suite 200**

City/State/Zip: **Columbus OH 43219**

**Renewal**

### Action Needed:

**Issue Certificate Number to:**

Effective Date of Certificate:  Certificate Expires:

**Renew Certificate Number from: 10-206E (5) to: 10-206E (6)**

Effective Date of Certificate: **5-20-20** Certificate Expires: **5-20-22**

**Certified To Provide the Following Services:**

**Retail Generation**

**Aggregation**

**Power Marketer**

**Power Broker**

**Governmental Aggregation**

**Revise Certificate Number: to (check all applicable):**

**Reflect name change from: to**

**Reflect address change from: to**

**Correct Administrative Error:**

**Reflect Change of Ownership to:**

**Cancel Certificate Number:**

**Protect Un-redacted copies until:**

**Close Case File, Case Withdrawn at Applicant's Request**

**Close Case File**

**CASE NUMBER:** 10-0384-EL-CRS  
**CASE DESCRIPTION:** AEP ENERGY, INC  
**DATE OF SERVICE:** 5/27/2020  
**DOCUMENT SIGNED ON:** 5/27/20

Sign Here: DR

<b>PARTY OF RECORD</b>	<b>APPLICANT</b>	<b>ATTORNEY</b>
AEP ENERGY, INC F MITCHELL DUTTON ONE EASTON OVAL SUITE 200 COLUMBUS,OH 43219 Phone:6146824350 Email:mdutton@AEPenergy.com	NONE	
AEP ENERGY, INC VICE PRESIDENT, OPERATIONS KEVIN WEBER 225 W WACKER DR SUITE 600 CHICAGO,IL 60606 Phone:312-628-0816 Fax:312-628-0817 Email:CARE@AEPENERGY.COM	KUCHERA, MADELON GENERAL COUNSEL FOR BLUESTAR ENERGY SERVICES INC  363 WEST ERIE STREET SUITE 700 CHICAGO,IL 60654 Phone:312-628-8613 Fax:312-628-8612 Email:MKUCHERA@BLUESTARENERGY.COM	

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**Ordinance 12 - 21**

**By: Richard Sharp**

**An Ordinance to adopt and approve the City of Bexley Electric Aggregation Plan of Operation and Governance, and to declare an emergency.**

**WHEREAS**, the City of Bexley (“City”) has determined that it is in the best interest of its residents to take action to address the electricity supply requirements of its residents and, to that end, to proceed with creating an electricity aggregation program for the City and its residents (the “Program”); and

**WHEREAS**, on November 6, 2001, the electors of the City of Bexley approved of the City’s plan to create an electric aggregation program for customers located within the boundaries of the City; and

**WHEREAS**, the City wishes to encourage and facilitate the development of Ohio renewable energy projects and, to that end, shall include a 100% renewable content in its City aggregation RFP with an emphasis on renewable energy produced or to be produced in Ohio; and

**WHEREAS**, in order to proceed with an additive renewable electric aggregation program, the City must pass the attached Electric Aggregation Plan of Operation and Governance; and

**WHEREAS**, the City held two public hearings to discuss the Electric Aggregation Plan of Operation and Governance, on \_\_\_\_\_ and on \_\_\_\_\_ after two consecutive weeks of newspaper publication, in accordance with Ohio Revised Code 4909.28;

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:**

**Section 1.**

That the City of Bexley Electric Aggregation Plan of Operation and Governance, attached as Exhibit A, is hereby adopted and approved.

**Section 2.**

That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public health, peace, and safety and shall go into full force and effect upon the approval of the Mayor.

Passed: \_\_\_\_\_, 2021

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Lori Ann Feibel, President of Council

Attest:  
\_\_\_\_\_  
William Harvey, Clerk of Council

Approved: \_\_\_\_\_, 2021

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Ben Kessler, Mayor

First Reading: March 9, 2021

Second Reading:

Third Reading:

# **City of Bexley, Ohio Municipal Electric Aggregation Program**

## **Plan of Operation and Governance**

**Adopted April 23, 2002; Revised \_\_\_, 2021**

### Overview

At the November 6, 2001 general election, local residents authorized the City of Bexley ("the City") to create a municipal opt-out electric aggregation program ("the Aggregation Program") as provided under Section 4928.20 of the Ohio Revised Code. Under the opt-out electric aggregation program, all eligible electric consumers within the City's corporation limits will be automatically included in the Aggregation Program initially. However, all consumers will also be given the opportunity to opt out of or decline participation in the Aggregation Program as detailed herein.

The City's purpose in creating the Aggregation Program is to represent local consumer interests in emerging competitive electricity markets by aggregating electric loads within the City's corporation limits (including municipal facilities) and negotiating affordable, reliable electric supplies, encouraging renewable energy development and sustainability, and other related services on behalf of local consumers. The City may pursue this purpose individually or in cooperation with other entities.

Many small commercial and residential electric consumers lack the leverage to effectively negotiate power supply rates and services. A governmental aggregation program provides them with an option for professional representation and the bargaining power of a larger, more diverse consumer group that may be more attractive to suppliers, allowing them to effectively participate in the competitive process and achieve benefits.

The Aggregation Program is designed to stabilize the amount a consumer pays for electric energy, offer renewable and other innovated product offerings, and to gain other favorable economic and non-economic terms in service contracts. The City will not buy and resell power, but will represent collective consumer interests to set terms and conditions for service. Through a negotiation process, the City will develop a contract with a Competitive Retail Electric Services Provider (CRES Provider) or Providers for firm all-requirements electric service. The contract will run for a fixed term. Once the contract has been finalized, it will be submitted to the Bexley City Council for public hearing(s) before being awarded by the City.

Initially, each eligible consumer within the City's corporation limits will be automatically included in the Aggregation Program. However, prior to actual enrollment, each consumer will receive a notice from the City detailing the Aggregation Program's rates, terms and conditions.

Each consumer will then have a 21-day period to opt out of or decline to participate in the Aggregation Program without charge. Consumers opting out of the program will remain on AEP Ohio's (AEP's) Standard Offer Generation Service until such time as they select an approved CRES Provider. A similar opt-out period will be offered every three years during which time consumers can leave the Aggregation Program without paying an early termination fee or switching fee.

Participants who leave the Aggregation Program and wish to return, as well as consumers who move into the City after the initial opt-out period, will be afforded the opportunity to enroll in the Aggregation Program. However, the City cannot guarantee rates, terms and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period.

Participants who relocate within the City limits and retain the same AEP account number will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their former location, provided the AEP rate classification is the same at both locations, and subject to any switching fees imposed by AEP.

The City will contract with a CRES Provider to implement and operate the Aggregation Program. Contracts for power supply and other related services will be negotiated, recommended, and monitored for compliance by the City on behalf of local consumers.

The Aggregation Program covers the power supply or generation portion only of a participant's electric bill. AEP will continue to deliver electricity to Aggregation Program participants' homes and businesses through its electric transmission and distribution system as a monopoly function regulated by the Public Utilities Commission of Ohio (PUCO). AEP will also continue to install, operate and maintain its system of poles, wires, transformers and other electric distribution components. Aggregation Program participants should continue to call AEP if their power goes out or if they have billing questions. The PUCO will continue to oversee AEP's electric safety and reliability service standards.

The City developed this Plan of Operation and Governance in compliance with Ohio law regarding municipal opt-out aggregation of electric consumers, including two public hearings prior to its adoption.

#### **Plan of Operation and Governance**

The Bexley City Council shall approve through resolution or ordinance the Aggregation Program's Plan of Operation and Governance in accordance with Ohio Revised Code Section 4928.20. Amendments to the Plan of Operation and Governance will be subject to Bexley City Council approval and filing with the PUCO.

After adoption of the Plan of Operation and Governance, the City will file with the PUCO for governmental aggregator certification and also register as a governmental aggregator with AEP.

#### **Aggregation Program Management**

Oversight of the Aggregation Program will be the responsibility of the Service Director, who shall report to the Mayor. The Service Director, subject to City Council approval, will have the authority to develop specifications for the Aggregation Program, to appoint an Aggregation Program

Manager, and to select, hire and manage the CRES Provider. The CRES Provider and the Aggregation Program Manager will work under the direction of the Service Director with the advice and counsel of the City Attorney.

Due to the complexity of the electric utility industry and the uncertainties of its associated restructuring activities, the Service Director may contract with a consultant or consultants to provide the necessary expertise to represent the City's interest in legislative and regulatory matters and/or to serve as the Aggregation Program Manager. Such services may include, but are not limited to facilitating consumer enrollment and opt-out, assisting with consumer education, addressing consumer questions and concerns, providing reports on program operation, enrollment and savings, negotiating future CRES Provider contracts, and representing the City in dealings with CRES Providers, AEP, the Ohio Legislature, the PUCO and the OCC.

The CRES Provider's rates will include an administrative fee, which shall (if implemented) be collected on behalf of the City to fund the implementation and administration of the City's Aggregation Program. The administrative fee will be adjusted annually to cover the City's cost of administering the program. The fee will be reviewed annually to ensure that the amounts collected do not exceed the cost of administering the aggregation program.

#### **Selection of a CRES Provider**

The City will not buy and resell power to Aggregation Program participants. The City will negotiate with potential CRES Providers to provide affordable, reliable electric supplies and other electric related services on behalf of local consumers. The City will consider cooperating with other governmental aggregators or public aggregators, as permitted by law, if it appears beneficial to do so.

Through a request for proposal ("RFP") and negotiation process, the City will develop a contract with a CRES Provider or Providers for firm, all-requirements service. The City shall have the authority to contract with CRES Providers for the provision of 100% renewable energy, with a strong preference for Ohio-based renewable energy projects. The City will contract only with a CRES Provider or Providers that meet at a minimum the following criteria:

1. Certified CRES Provider by the PUCO
2. Registered with AEP
3. Have a service agreement under AEP's Open Access Transmission Tariff
4. Successfully completed Electronic Data Interchange (EDI) computer system testing with AEP and that CRES Provider's EDI computer system is capable of effectively processing Aggregation Program EDI transactions in a timely manner
5. Meet standards of creditworthiness established by the City
6. Have a customer call center capable of effectively handling participants' questions, concerns and disputes in a timely manner using a toll-free telephone number
7. Meet the minimum standards and obligations set forth in the RFP issued by the City.

8. Hold the City harmless from any financial obligations arising from offering electricity and/or energy-related services to Aggregation Program participants.

The CRES Provider's contract will run for a fixed term (i.e., one to five years) and contain all pricing, charges, switching fees, etc. in clear and easily understood terms.

The City will require any CRES Provider to disclose any subcontractors that it uses in fulfillment of the services described herein,

The Bexley City Council may approve, through resolution or ordinance, the contracts entered into by the City with the CRES Provider.

#### **Electric Supply Charges**

The City will aggregate electric loads within the City's corporation limits (including municipal facilities) and negotiate mutually agreeable price terms with CRES Providers for affordable, reliable electric supplies and other related services on behalf of local consumers. The City may pursue this purpose individually or in cooperation with other entities. CRES Providers will supply information on electric supply charges by AEP customer rate classification or other appropriate pricing category as approved by the City. All electric supply charges will be fully and prominently disclosed in consumer enrollment materials and will be subject to review by the Bexley City Council.

#### **AEP's Regulated Customer Classifications and Rates**

AEP assigns customer rate classifications, character of service and associated regulated rates subject to PUCO approved tariffs. In addition to the CRES Provider's generation charges, consumers will continue to be billed for AEP's service and delivery charges. Although the City may participate in regulatory proceedings and represent the interests of consumers regarding these regulated rates, it cannot assign or alter customer rate classifications.

It is the intention of the city to offer its aggregation program to eligible customers in any and all customer classifications, and in all eligible rate categories, for which the CRES Provider can offer a stable rate.

#### **Developing the Pool of Eligible Accounts**

The City shall request AEP to provide current customer information for all customers within the municipal boundaries. The provided information shall include:

- Customer name;
- Customer service address;
- Customer billing address;
- AEP customer account number;
- AEP rate code;

- AEP PIPP code;
- Customer load data;
- Whether or not a customer has a present contract with a CRES Provider; and
- Whether or not a customer has a special service contract with AEP.

From this information, the City and the CRES Provider will develop the pool of customers eligible to participate in the aggregation program, for which the CRES Provider can offer savings.

#### **Initial Consumer Notification and Enrollment**

After public hearing(s) by the Bexley City Council, and award of the contract by the City, the CRES Provider will work with the City and AEP to identify all eligible consumers within the City's corporation limits.

All eligible consumers will be notified in writing of the rates, charges and other terms and conditions of participation in the Aggregation Program and that they will be automatically enrolled in the Aggregation Program unless they opt out of or decline participation in the program. Consumers will be given a 21-day period in which to notify the City that they wish to opt out of or decline participation in the Aggregation Program. Eligible consumers shall be provided with a post card or similar notice regarding how consumers can opt-out of the Aggregation Program. This notice shall instruct customers how to opt out and indicate the 21-day period within which consumers have the ability to opt out. The City and the CRES Provider may also use additional methods of opting-out, such as telephonic or internet notice, provided that these alternative methods allow for verification of a consumer's election to opt out of the aggregation. Consumers opting out of the program will remain on AEP's Standard Offer Generation Service, until such time as they select an approved CRES Provider.

After the initial 21-day opt out period has elapsed, all eligible consumers who have not notified the City of their desire to opt out of the Aggregation Program will be enrolled by the CRES Provider at the earliest date practicable. The CRES Provider will provide AEP with the required 90 days enrollment notice for consumers with demand meters.

Consumers ineligible to participate in the Aggregation Program include those customer accounts that are located outside the City's municipal boundaries, customers who are in contract with a CRES provider, customers in a "special rate" contract with AEP, Percentage of Income Payment Plan (PIPP) consumers and consumers whose accounts are not current with AEP. (The aggregation of PIPP customers is under the direction of the State of Ohio.)

Consumers enrolled in the Aggregation Program by the CRES Provider will receive a letter from AEP notifying them of their enrollment. Consumers will have seven calendar days to notify AEP of any objection to their enrollment in the Aggregation Program. AEP will notify the CRES Provider of consumer objections or any reason that a consumer was not enrolled in the Aggregation Program and CRES Provider will maintain a list of customers who have opted out under the program rules. The CRES Provider will report to the City the status of Aggregation Program enrollment on at least a monthly basis.

### **Leaving the Aggregation Program**

Participants who wish to leave the Aggregation Program may do so:

- During the initial 21-day opt-out period
- During subsequent opt-out period offered by the City at least every three years
- At any other time, with appropriate notice to the CRES Provider, without an early termination fee.

In addition to the initial 21-day opt-out period described above, each participant will be given an opportunity to opt out of the Aggregation Program every three years without paying an early termination fee. Consumers who choose to opt out of the Aggregation Program at any time other than during the initial 21-day opt-out period or during subsequent opt-out periods offered by the City may be subject to an early termination fee, if applicable. The City will offer an opt-out aggregation program with no early termination fees.

Any consumer who opts out of the Aggregation Program will be returned to AEP's Standard Offer Generation Service until such time as the consumer selects another approved CRES Provider.

### **CRES Provider Responsibilities**

The CRES Provider will build and maintain a database of all Aggregation Program participants. The database will include the name, address, AEP service delivery identification (SDI) number and may include other pertinent information as agreed upon by the City and the CRES Provider. Such information may include the CRES Provider's account number (if different from AEP's SDI number), rate code, rider code (if applicable), most recent 12 months of kWh consumption and kW demand, and meter reading cycle. The Aggregation Program database will be updated at least quarterly. The City will have the right to access information in the database for purposes of auditing.

The City deems any and all information related to an eligible customer to be confidential and proprietary trade secret information. The CRES Provider shall keep all eligible customer information provided to it by the City or AEP in supplying eligible customers within the City's corporation limit confidential and shall not disclose such information to any third party, unless such disclosure is required to serve any eligible customer, the third party agrees to keep such eligible customer information confidential, and the City consents to the disclosure of such information to the third party.

The CRES Provider will provide and maintain the required Electronic Data Interchange (EDI) computer system to effectively process Aggregation Program enrollments, opt outs, billing, etc, with AEP.

The CRES Provider will provide a local or toll free telephone number for participant questions and concerns about enrollment, opt-out provisions, billing and other Aggregation Program issues.

The CRES Provider will develop internal controls and processes to help ensure that the City remains in good standing as a governmental aggregator that complies with all laws, rules and regulations regarding the same as they may be periodically amended.

#### **New and Returning Participants**

Participants who leave the Aggregation Program and wish to return, participants who initially opt out of the program and later wish to join, as well as consumers who move into the City after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program. However, the City cannot guarantee rates, terms and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period. Consumers may contact the Aggregation Program Manager to obtain current enrollment information.

Participants who relocate within the City limits and retain the same AEP account number will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their former location, provided the AEP rate classification is the same at both locations, and subject to any switching fees imposed by AEP.

The CRES Provider will comply with all local, state and federal rules and regulations regarding discontinuing service to Aggregation Program participants.

#### **Opt-In Aggregation**

In addition to the automatic opt-out process, the City may provide customers the ability to affirmatively opt-in to the Aggregation Program. For opt-in aggregation, the CRES Provider shall obtain the customer's affirmative consent directly (in person, by mail or facsimile), telephonically or electronically in accordance with the PUCO's rules. After completion of the enrollment transaction with the customer, the CRES Provider shall send an electronic enrollment request to the utility, and the customer will be enrolled in accordance with the PUCO's rules and procedures in the utility's tariff.

#### **Modification of Bexley's Plan**

The Service Director shall have the authority to make modifications to this Plan. Any material modification to this Plan shall require City Council approval. The City will comply with O.A.C. 4901:1-21-16(D) with respect to any modifications to the Plan that materially affect the customers of the aggregation.

#### **Billing**

The City plans to utilize AEP's consolidated billing service in which each consumer account receives one bill itemizing the CRES Provider's electric supply charges and AEP's delivery, transition and other PUCO-approved charges. The billing statement will be consistent with applicable PUCO rules and regulations. The City will consider other billing options, including CRES Provider consolidated billing, if and when they become available and if it appears advantageous to do so.

#### **Questions and Concerns**

The Aggregation Program only impacts the source of generation or power supply. AEP will continue to deliver the electricity purchased through the Aggregation Program to participants' homes and businesses through its electric transmission and distribution system. Participants with question or concerns regarding service delivery or safety, such as a power outage, a downed power line, sparking power lines or equipment, low voltage, etc. should continue to contact AEP at 800-277-2177. Meter reading or other billing questions should also be directed to AEP at 888237-5566.

The selected CRES Provider shall ensure that each participating customer receives a printed copy of a toll-free number to call the CRES Provider regarding service problems or billing questions. The CRES Provider shall refer reliability, line repair, or service interruption, and billing issues to the local distribution company. The CRES Provider shall handle all complaints in accordance with applicable laws and regulations. Problems regarding the selected CRES Provider Service Director and Aggregation Program Manager. Below is a chart with relevant contact information:

Question or Concern	Contact	Phone Number/e-mail
Power outage or interruption	AEP	800-277-2177
Turn power on or off	AEP	800-277-2177
Meter reading/billing	AEP	888-237-5566
To enroll in or opt out of the Aggregation Program	CRES Provider Hours:	800-#####
Aggregation Program	Service Director or Aggregation Program Manager	
Unresolved disputes (all customers)	Public Utilities Commission of Ohio	1-800-686-7826 (toll free) or for TTY at 1-800-686-1570

**Commented [A1]:** Need phone number

#### **Reliability and Indemnification of Consumers**

Electric service reliability is an essential to Aggregation Program participants. The City will strive to provide high-quality service and reliability through provisions of the CRES Provider contract, through traditional proceedings related to AEP's regulated transmission and distribution services; and through direct discussions with AEP concerning specific or general problems related to quality and reliability of its transmission and distribution system.

If for any reason a CRES Provider fails to provide uninterrupted service, the City will attempt to acquire an alternative power supply. If this attempt fails, participants will default to AEP's Standard Offer Generation Service. In no case will participants be without power as the result of the CRES Provider's failure to provide uninterrupted service. The City will seek to minimize this risk by contracting only with reputable CRES Providers that demonstrate reliable service. The City also intends to include conditions in its CRES Provider contract that will indemnify

participants against risks or problems caused by the CRES Provider with power supply service and price.

#### **Participant Rights**

All Aggregation Program participants shall enjoy the protections of law afforded to consumers as they currently exist or as they may be amended from time to time. These include rights to question billings or service quality or service practices. All program participants shall also enjoy the individual right to decline participation in the Aggregation Program subject to the terms and conditions contained herein.

All Aggregation Program participants will be treated equitably. They will be guaranteed the right to raise and resolve disputes with the CRES Provider, be provided all required notices and information; and always retain the right to opt out of the Aggregation Program or switch suppliers subject to the terms and conditions contained herein.

All consumers within the City's corporation limits shall be eligible to participate in the Aggregation Program subject to the terms and conditions described herein, Ohio law, PUCO rules and regulation governing electric service, and AEP's approved tariffs.

Service under the Aggregation Program shall include all eligible customer classes in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local government. CRES Provider contracts shall contain provisions to maintain these principles and equitable treatment of all customer classes.

Low-income consumers shall remain subject to all provisions of Ohio law and PUCO rules and regulations as they may be amended from time to time regarding their rights to return to AEP's Standard Offer Generation Service and participation in the Aggregation Program.

#### **Participant Responsibilities**

Aggregation Program participants are subject to the same standards and responsibilities as other electric consumers, including payment of billings and access to metering and other equipment necessary to carry out utility operations.

#### **Election of Standby Service**

If standby service is approved by the PUCO, Ohio law allows the City to decide whether receiving and paying for standby service is in the best interest of the participating Aggregation Program customers. If the City elects not to receive and pay for standby service from the distribution utility, the City will inform Opt-Out Aggregation Program customers of its decision through an opt-out notice, and will inform Opt-In Aggregation Program customers by regular U.S. Mail or electronic mail, depending upon their preference. The notices will provide customers the opportunity to terminate participation in the Aggregation Program without penalty, and will inform customers that when they return to the distribution utility, they will be charged the market price of power plus any amount attributable to the distribution utility's compliance with the State of Ohio's alternative energy portfolio standards. The market price

and alternative energy amount will continue to be charged until the end of the approved electric security plan, or as otherwise approved by the PUCO.

#### **Termination of the Aggregation Program**

The Aggregation Program may be discontinued upon the termination or expiration of the CRES Provider contract without any extension, renewal or subsequent contract being executed. In the event of Aggregation Program termination, each participant will receive notification at least 60 days prior to such program termination and could return to AEP's Standard Generation Offer Service or select another approved CRES Provider.

#### **Definitions**

##### *Aggregation*

Combining the electric loads of multiple customers for the purposes of supplying or arranging for the supply of competitive retail electric service to those customers.

##### *Aggregation Program Manager*

The person or entity designated by the Service Director to oversee the operation and management of the City of Bexley's Municipal Electric Aggregation Program.

##### *Competitive Retail Electric Service (CRES)*

A component of retail electric service that is deemed competitive under the Ohio Revised Code or pursuant to an order of the PUCO. This includes but is not limited to the services provided by competitive retail electric service providers, power marketers, aggregators and governmental aggregators.

##### *Competitive Retail Electric Service Provider (CRES Provider)*

A person or entity certified by the PUCO and registered with AEP who supplies or offers to supply a competitive retail electric service over AEP's electric transmission and/or distribution system. This term does not apply to AEP in its provision of standard offer generation service.

##### *Consumer*

Any person or entity that is an end user of electricity and is connected to any part of AEP's electric transmission or distribution system within the City of Bexley's corporation limits.

##### *Delivery Charge*

Charge imposed by AEP for delivering electricity to a consumer's home or business. The charge includes meter reading, billing, transition costs, maintaining electric system reliability and responding during emergencies and outages (also called the distribution charge).

### *Distribution*

The delivery of electricity to a consumer's home or business over AEP's local poles, wires, transformers, substations, and other equipment. AEP's distribution system operations will remain regulated by the PUCO.

### *Electric Related Service*

A service that is directly related to the consumption of electricity at a consumer's home or business. This may include, but is not limited to, the installation of demand side management measures at a consumer's premises, the maintenance, repair or replacement of appliances, lighting, motors or other energy-consuming devices at a consumer's premises, and the provision of energy consumption measurement and billing services.

### *Electric Supply Charge*

All charges related to the generation of electricity by the CRES Provider.

### *Governmental Aggregator*

An incorporated village or city, township or county acting as an aggregator for the provision of a CRES under authority conferred under Section 4928.20 of the Ohio Revised Code.

### *Kilowatt (kW)*

A kilowatt is 1,000 watts

### *Kilowatt-hour (kWh)*

A kilowatt-hour is 1,000 watts of electricity used for one hour. For example, a 1,000-watt appliance operating for one hour or a 100-watt light bulb operating for ten hours will consume one kilowatt-hour of electricity. Consumers are charged for electricity in cents per kilowatt-hour.

### *Ohio Consumers' Counsel (OCC)*

The Ohio Consumers' Counsel (OCC) was established by the Ohio Legislature in 1976 to represent the interests of Ohio's four million residential utility customers served by investor-owned utilities in proceedings before the PUCO, other regulatory agencies and in the courts. The OCC also educates consumers about utility issues and resolves complaints individuals have with investor-owned utility companies.

*Participant*

A consumer enrolled in the City of Bexley's Municipal Electric Aggregation Program.

*Public Utilities Commission of Ohio (PUCO)*

The state agency charged with assuring all consumers (residential commercial and industrial) served by investor-owned utilities have access to adequate, safe, and reliable utility services at fair prices. The PUCO regulates a wide variety of investor-owned utilities, including electric, natural gas, pipeline, heating/cooling, local telephone, long distance telephone, waterworks, wastewater, railroad, household goods carriers, water transportation, hazardous materials carriers, and commercial transportation carriers.

*Standard Offer Generation Service*

The electric generation service a consumer will receive from AEP (the default electric service provider) if the customer does not choose a CRES Provider.