



## **City Council Meeting Agenda**

**Tuesday, March 8, 2022**

**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 (Speaker Slip Required)**
- 6) President's Report**
- 7) City Attorney Report**
- 8) Auditor's Report**
- 9) Administrative Update:**
  - A) Service Department Update - Andy Bashore**
  - B) Police Department Update - Interim Chief Gough**
  - C) Recreation and Parks Update - Mike Price**
  - D) Finance Department Update - Beecher Hale**
  - E) Mayor's Update**
    - i) Feet on the Street Presentaiton**
- 10) Consent Agenda: (No Speaker Slip Required)**
  - A) Meeting Minutes - 02/22/22 City Council Meeting**
  - B) Ordinance 3-22 to appropriate \$2700 from the Friends of Jeffrey Preschool Fund to pay preschool related expenses in 2022. (Introduced by Monique Lampke on February 8, 2022)**
- 11) Third Readings: (No Speaker Slip Required)**
- 12) Second Readings: (Speaker Slip Required)**
  - A) Ordinance 6-22 to re appropriate \$236,298.33 from the South Drexel Avenue and Grandon Avenue Project Fund to pay the City's matching share on this project introduced by Monique Lampke on February 22, 2022.**

- B) Ordinance 5-22 to protect the rights of individuals to wear Face Coverings in Places of Public Accommodation introduced by Sam Marcellino on February 22, 2022.
- C) Ordinance 4-22 to certify special assessments for the repair of sidewalks where the work was not done by the owner after being ordered by the City in accordance with Bexley Code Section 1490.15(b)(4)A or Bexley Code Section 1492.04(b)(1) and it was necessary to do the work and assess the owner; to assess the owner of properties with unpaid alarm fees in accordance with Bexley Code Section 643.03; to certify a special assessment in accordance with Bexley Code Section 1490.18 (Environmental Contamination); and to certify special assessments for code violation abatements where work was not done by the owner after being ordered by the City in accordance with Bexley Code Section 1490 and it was necessary to do the work and assess the owner introduced by Monique Lampke on February 22, 2022.

**13) First Readings: (Speaker Slip Required)**

- A) Ordinance 7-21 to amend 618.22 (Disposal of Animal Fecal Matter Required), to eliminate the requirement to carry equipment. Introduced by Troy Markham.
- B) Resolution 1-22, confirming the Mayor's appointments of members to the Architectural Review Board; the Citizens Review Board; the Recreation Board; and the Board of Zoning Appeals and Planning, introduced by Jen Robinson on March 8, 2022

**14) Tabled Ordinances:**

- 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)
- 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).
- C) 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)

**15) Zoning and Development Committee - Matt Klingler, Chair**

**16) Recreation and Parks Committee - Jessica Saad, Chair**

**17) Strategic Committee - Jen Robinson, Chair**

**18) Service and Environmental Committee - Lori Ann Feibel, Chair**

**19) Finance Committee - Monique Lampke, Chair**

**20) Safety and Health Committee - Sam Marcellino, 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**

**March 8th, 2022**

#### **Street Department:**

The crews are working on asphalt patches and pothole repairs. Also, the crews are working on an overall cleanup of the city.

#### **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 crews are currently working on cleaning catch basins throughout the city.

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

The tree crews are working on tree pruning throughout the city. The ground crews are working on stump removals. The crews have started to work on the community gardens. The work will include repairing beds, cleaning up, and preparing for the upcoming season.

#### **Drexel Project**

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 is a joint project between the City and ODOT.

#### **2022 Street Project-**

The streets have been evaluated for the annual street project. The project is getting ready to go to bid, I should have the bids back in March.

### **2021-2022 Sewer Lining Project**

The 2021 lining project has started and should be complete in late March.

The 2022 lining project will go out for bid in late March.

### **2022 Sidewalk Project**

The 2022 sidewalk project area will be:

Stanwood to Gould in the north and central sections and Vernon to Chelsea in the south.

The sidewalk panels will be marked in the next couple of weeks and the project will be put out to bid in early April.

The 2021 project is complete. The project area was in the central area of the City and is roughly between Cassady to Remington. The invoices for 2021 project went out in early January.

### **Service Dept. Highlights**

- 12 bike racks were installed last week on Main St., Parkview and Cassady.
- Finished up the working agreement with Franklin Soil and Water.
- Two street lights were installed in the Broad Street median close to Wolfe park.
- Our traffic engineer is working on an enhanced safety plan for College Ave. crosswalks.
- The Drexel Ave. sewer relining will be complete in mid-March.



# Council Update – Interim Chief of Police

March 8, 2022

**Comments from Administrative Sergeant Overly:** The PD hosted six Bexley High school students for a career shadowing day. The students participated in a ride-along, the training simulator, understanding of traffic stops, structure of agency and a tour. This was a positive interaction and several commented that they would like to participate in a youth academy.

The Alumni were able to supply four non-profit organizations with pet supplies from the Fill-the-Cruiser event.

**Comments from Detective Sergeant Brickey:** Property crimes continue to trend upward. However, the biggest increase in crime is in drugs and guns. Drugs and drug equipment violations are up 21% year over year. (40/33) Weapons crimes are up 75% (7/4). It may not seem like a lot but my fear is this trend will continue upward especially as surrounding law enforcement agencies scramble to fill open positions. We've taken great strides as a city and a department to address these issues, and council's support of our efforts is essential to our success.

We've had a change in prosecutor position that takes care of all our state misdemeanor cases at Franklin County Municipal Court. This change has brought a new enthusiastic style to bear which is having an immediate impact in successful prosecutions and protection of victim's rights. I expect we will reap the rewards of this change for quite some time.

## Statistics:

Start Date	End Date	Number of Days	Calls for Service	Incident & Offense Reports	Arrest Reports	Crash Reports	Total Reports	Theft	Motor Vehicle Theft	Burglary/ B&E	Robbery
1/1/2022	3/3/2022	62	2082	149	64	26	239	37	3	13	0
1/1/2021	3/3/2021	62	1950	206	66	38	310	32	5	7	5
3/4/2021	3/3/2022	365	12594	1,102	469	216	1,787	315	27	76	7
3/4/2020	3/3/2021	365	10866	1,048	356	187	1,591	308	24	84	13

**Recreation Board Meeting:**

- The next Recreation Board meeting is on Wed., April 6th at 5:30p at the Senior Center.
  - The board met on March 2<sup>nd</sup> and discussed the following:
    - COVID-19 Mask Policy Update
    - Senior Center Ribbon Cutting
    - Staffing Update

**COVID-19 Mask Policy - Update:**

- Based on the CDC guidelines from February 25<sup>th</sup> followed by the Franklin County Public Health (FCPH) guidelines from Monday, February 28<sup>th</sup>, Bexley Recreation Programming went Mask optional on Monday, March 7<sup>th</sup>.
- Jeffrey Mansion Preschool will go mask optional when they return from spring break on Monday, March 21<sup>st</sup>.
- As we have done throughout this pandemic, we have consulted regularly with FCPH officials and followed their guidance. We will continue to monitor the impact of this policy change and adapt as new information and guidance becomes available.

**Barb Greiner Retirement:**

- Barb Greiner, a 33 year employee of the city of Bexley Recreation and Parks Department, will be retiring on March 31<sup>st</sup>.
- Words can't express what Barb has meant to this community, the department, her staff, and her colleagues. The number of lives that she has impacted over 33 years is immense. Barb's influence on the department and how we serve the community has been profound. Barb will leave behind a legacy of passion, compassion, dedication, and excellence which she exhibited in all that she did for the City of Bexley.
- Jeffrey Mansion will host an Open House for Barb on Wednesday, March 30<sup>th</sup> from 3:30p-5:30p. We invite the community to come grab some refreshments and thank Barb for she has done for our community.



**Recreation Staffing - Update:**

- We are excited to announce the hiring of two new recreation coordinators to the recreation and parks staff.
- Marshall Drewry and Reece Kotaka will replace former employee Jeff Storer and Barb Greiner, overseeing youth and adult sports and enrichment classes.
- Marshall is set to start on Monday, March 14<sup>th</sup>, with Reece starting on Monday, April 4<sup>th</sup>.

### **Jeffrey Woods Festival:**

- The Jeffrey Woods Festival was held this past Saturday, March 5<sup>th</sup> at Jeffrey Park.
- The event was a wonderful success with visitors throughout the day coming by to learn about the maple syrup production process, making beautiful craft out of wood discs, and harvesting as much firewood as one car could hold.
- Thank you to Scout Troops 166 and 6413 for all their help with the event.
- Thank you to Ron Gould, Grant Archer and their staff for all their work setting up, executing, and tearing down for the event! Thank you to Lauren Miller and Mayor Kessler for all their work throughout the event!





# March 8, 2022

# **MAYOR'S UPDATE**

## Coming up in Bexley:

March 8, 6:00 pm:	City Council Meeting
March 9, 5:30 pm:	Chamber of Commerce Meeting
March 10, 6:00 pm:	Architectural Review Board Meeting
March 13:	Daylight Savings Time - Spring Forward
March 14:	First Day of Spring Break
March 14, 5:30 pm:	Historical Society Meeting
March 14, 6:30 pm:	Bexley Minority Parent Alliance
March 15, 4:00 pm:	Citizen Review Board Meeting
March 15, 6:00 pm:	Environmental Sustainability Action Committee Meeting
March 17:	St. Patrick's Day
March 21:	Last Day of Spring Break
March 22, 6:00 pm:	City Council Meeting
March 31, 6:30 pm:	State of the Community Address
April 24:	Green: Bexley Fair
April 30:	Arbor Day Festival

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

- Weekly departmental meetings
- Routine staff and cabinet touch-base meetings
- Follow up calls and visits to residents after rain related water intrusion issues
- Meeting with Mayors Maggard and Begeny re: LinkUS
- Tech set up and participation in second Chief Search Community Forum
- Extensive meetings and email work on police chief search including multiple meetings with community groups and stakeholders
- Meeting with DARN to discuss ARP Funds
- Work on Newsletter
- Bike Boulevard Working Group Meeting
- Proclamation presented at Bickford for a resident's 100th birthday
- Attended BCE Meeting
- Met with residents and groups regarding proposed events in Bexley
- Interviews with NBC4 and 10TV regarding mask mandate change
- Meeting with City of Hilliard re: Sewer Program
- Work and meetings regarding Earth Day and Arbor Day plans
- Attended BZAP Meeting
- Presented at Vorys Conference on Economic Development Panel
- OEC Communications and Policy Meeting
- Planning and staffing Jeffrey Woods sugar maple tapping event and Jeffrey Woods Festival
- Meetings and review work on open Committee and Board positions
- Met with Senator Craig
- COMMA Meeting
- Planning meetings with City Engineer
- Follow up work and resident letter review for Drexel Avenue project
- Work on Tax Abatement CRA compliance
- Officer ride alongs in preparation for chief search

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)



## Chief of Police Search Update

The Saunders PR Group hosted the second community forum on February 23 and has hosted multiple smaller meetings with community groups and stakeholders. The community survey closed out last week, and a report is expected to be issued next week or the week after. Meanwhile, Ralph Andersen and Associates is receiving and compiling results from the internal Police Department Survey and will, in conjunction with the community engagement report, work with us to complete the candidate profile and post the position later this month.

## COGO Update

The City of Columbus has recently begun to subsidize CoGo operations after an extended period of time being unable to locate a private/corporate sponsor. As part of this arrangement, 5,000 annual memberships are being donated to the region for distribution. Columbus is asking Bexley to contribute our pro-rata share for the network subsidy through the contract period (mid-2024); Bexley's pro-rata share of annual memberships would be 225 annual memberships.

## South Drexel Water and Sewer Work

The project to perform substantial renovation of the water and storm sewer systems on South Drexel is slated to begin the week of March 14th and will last approximately six months. This project, which will start at Broad Street and move south a few blocks at a time, includes the replacement of water mains and the installation of additional sewer drainage between Fair and Bryden to reduce street flooding during heavy rains.

During this work, residents will have the option, at their cost, to have the City replace their private water service lines during this project. Letters are being delivered to all residents with information on this. In addition to these letters, notices will also be routinely delivered to residents for notification of disruptions to parking, water service, etc.

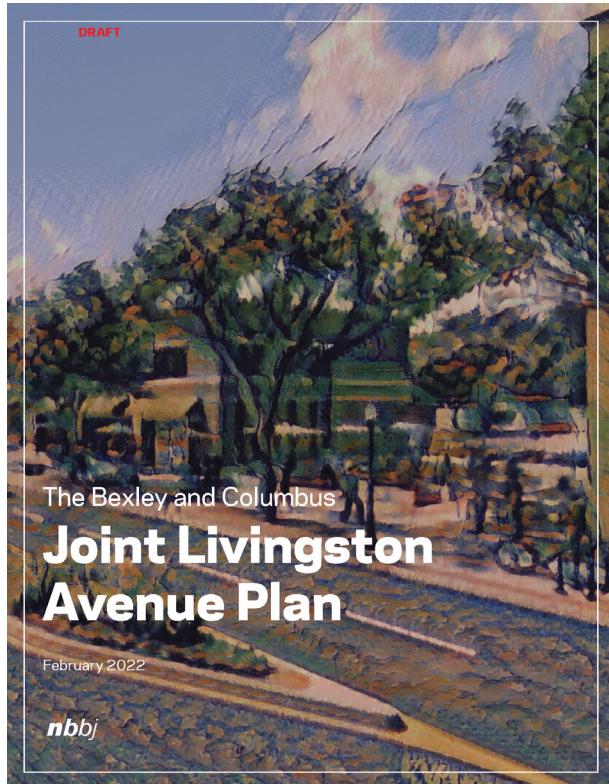
## State of the Community

March 31st at Jeffrey Mansion - mark your calendars!



## Livingston Avenue Plan

After extensive community feedback and internal technical review from Columbus and Bexley, the Livingston Avenue Plan is in the process of being finalized. I anticipate presenting this plan to Council sometime in the next month or two, after review and hopeful approval by the steering committee.



## Part-time Finance and HR proposal

Beecher Hale will present a proposal to consider a part-time finance and personnel coordinator. The concept is projected to be cost-neutral, and an ordinance to create the position will likely be introduced on March 22nd.

## Mayor's Update to City Council



## Mayor's Update to City Council







## Finance and Personnel Coordinator Position Description

<b>Position Title:</b>	Finance and Personnel Coordinator
<b>Hours per Week:</b>	20 hrs average
<b>Reports to:</b>	Mayor
<b>Department:</b>	Mayor's Office
<b>Pay Range:</b>	\$24.84 to \$35.87 per hour
<b>Revision Date:</b>	March 8, 2022

### Purpose of Work

Supports the financial and personnel functions of the City through execution of various functions and processes including purchase order managements, preparation of check runs and bank deposits, reconciliation of payroll and Mayor's court accounts; coordination of employee benefits including enrollments, changes, and/or terminations.

### Essential Position Functions

1. Manages all purchase orders including review and approval of requisitions, and adjustments and closures throughout the year
2. Updates and maintains vendor records
3. Reconcile the payroll and Mayor's court bank accounts
4. Serves as backup for payroll processing
5. Serves as fixed asset coordinator
6. Coordinates annual open enrollment benefits process
7. Coordinates benefit enrollments, changes, and/or terminations throughout the year and responds to employee inquiries regarding the same
8. Assists with posting of job descriptions and open positions
9. Maintains and prepares new hire packets for new associates
10. Create new employee files to ensure required documentation for payroll and benefits enrollment is properly filed.
11. Assists with various internal and external inquiries to the Finance Department
12. Assists with other projects as needed, including audit of reports and records and other projects.
13. Demonstrates a positive attitude and supports City goals and objectives;
14. Other duties as assigned

### Supervisory Responsibilities

None.

## Minimum Qualifications

1. Bachelor's degree or equivalent professional experience and knowledge, skills, and/or experience in accounting, human resources, or a related field
2. Demonstrated ability to independently and accurately process detail-oriented, time sensitive work within allotted deadlines
3. Consistently utilizes sound judgement and discretion in handling information and records
4. Demonstrated ability to develop and maintain effective working relationships with internal and external stakeholders
5. Proficiency in word processing and spreadsheet software
6. Ability to work additional hours periodically during high volume periods.

## Preferred Qualifications

1. Finance experience including purchase orders, payroll, and other basic accounting functions
2. Benefits coordination experience including communication, organization, and processing

## Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit, use hands to finger, handle or feel, and talk and hear. The employee is frequently required to stand and reach with hands and arms. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, color vision and the ability to adjust focus.

## Working Conditions

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.



# Feet on the Street Informing Leadership

# What is Feet on the Street?

A systematic approach to fighting contamination developed by The Recycling Partnership that provides curbside feedback in an effort to improve recycling quality and encourage behaviour change.



# Why should we clean up recycling?



A large, dense pile of crushed plastic bottles, primarily clear, with some colored ones mixed in. The pile is contained within a blue metal frame structure, likely a compactor or holding bin. The background shows the interior of a recycling facility with a metal ceiling, overhead lights, and industrial equipment. The text "We Want This" is overlaid in the center of the image.

We Want This

.....Not This



# contamination

[kuh n-tam-uh-ney-shuh]

1. The wrong materials in the system.
2. The right materials prepared the wrong way.

single stream →      dual stream      source separated



**RESIDENTIAL**



bin



carts



drop-off

S



+20%

**contamination rates  
cost the system **money & time**,  
and **safety hazards**  
for workers.**

*Recycling Partnership*



# How does the Feet on the Street program work?

# Info Card

 **RECYCLE** THANK YOU FOR RECYCLING THESE:

 **Paper**  
 **Cartons**  
 **Cans**  
 **Plastic**  
 **Glass**

  
**Cereal Boxes, Mixed Paper, Newspapers, and Magazines**  
(all colors and types)

  
**Cartons**  
(empty and dry)

  
**Aluminum and Steel Cans**  
(empty and dry)

  
**Plastic Bottles, Jars and Tubs**  
(clean, empty and dry)

  
**Glass Bottles and Jars**  
(empty and dry)

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**NO!**

  
**Plastic Bags and Film**

  
**Food and Liquids**  
(recyclables must be clean and dry)

  
**Batteries or Small Electronics**

  
**Garden Hoses, Cords, or Chains**

  
**Clothing or Linens**

(####) ####-#####    [sampleurl.org](http://sampleurl.org)    



- **Inspectors check carts in the field**
- **If contamination is found, a warning tag is left on the cart**
- **Households receive specific communication on the cart**
- **Tagging occurrences are all tracked**

# Cart Tags

**OOPS!**



**PLEASE LEAVE THESE ITEMS OUT!**  
*¡No incluya estos artículos!*

NEXT TIME WE WILL NOT COLLECT THIS IF WRONG ITEMS ARE FOUND.  
*La próxima vez no se recogerá su tambo azul si estos artículos son encontrados.*

 Do not Bag Recyclables (no garbage)  
 No Plastic Bags or Plastic Wrap

 No Food or Liquid (empty all containers)  
 No Clothing or Linens (drop-off only)

 No Tangled, Cords, Hoses or Chains  
 No Tanks, Wood, Plastic Furniture or Metal

**CORRECT THIS AND WE WILL COLLECT NEXT TIME.**



**SampleUrl.org**  
Questions about your curbside recycling service?  
(123) 456-7890

**OOPS!**



**PLEASE LEAVE THESE ITEMS OUT!**

 Do not Bag Recyclables (no garbage)  
 No Plastic Bags or Plastic Wrap

 No Food or Liquid (empty all containers)  
 No Clothing or Linens (drop-off only)

 No Tangled, Cords, Hoses or Chains  
 No Tanks, Wood, Plastic Furniture or Metal

**CORRECT THIS AND WE WILL COLLECT NEXT TIME.**



**SampleUrl.org**  
Questions about your curbside recycling service?  
(123) 456-7890

**NO PLASTIC BAGS!**

**DO NOT BAG**  
**Recyclables**



Collecting recyclables in a bag?  
Empty the contents into the cart.

 Return plastic bags to retailers.

**SampleUrl.org**

# Cost

Program costs can range from \$2 to \$5 per HH

Costs	Amount
Labor (Internal staff)	\$69,311
Education (2 direct mails, oops tags, signage, social media)	\$12,917
App and phones	\$10,519
Total	\$92,747
<b>Cost per Household</b>	<b>\$2.81</b>

Costs	Amount
Labor (6 consultants)	\$11,389.00
Education (2 direct mails, oops tag, survey letter)	\$20,324.03
Tagging app	\$1,300.00
Total	\$33,013.03
<b>Cost per Household</b>	<b>\$3.23</b>

## What affects costs?

### Staffing Approaches

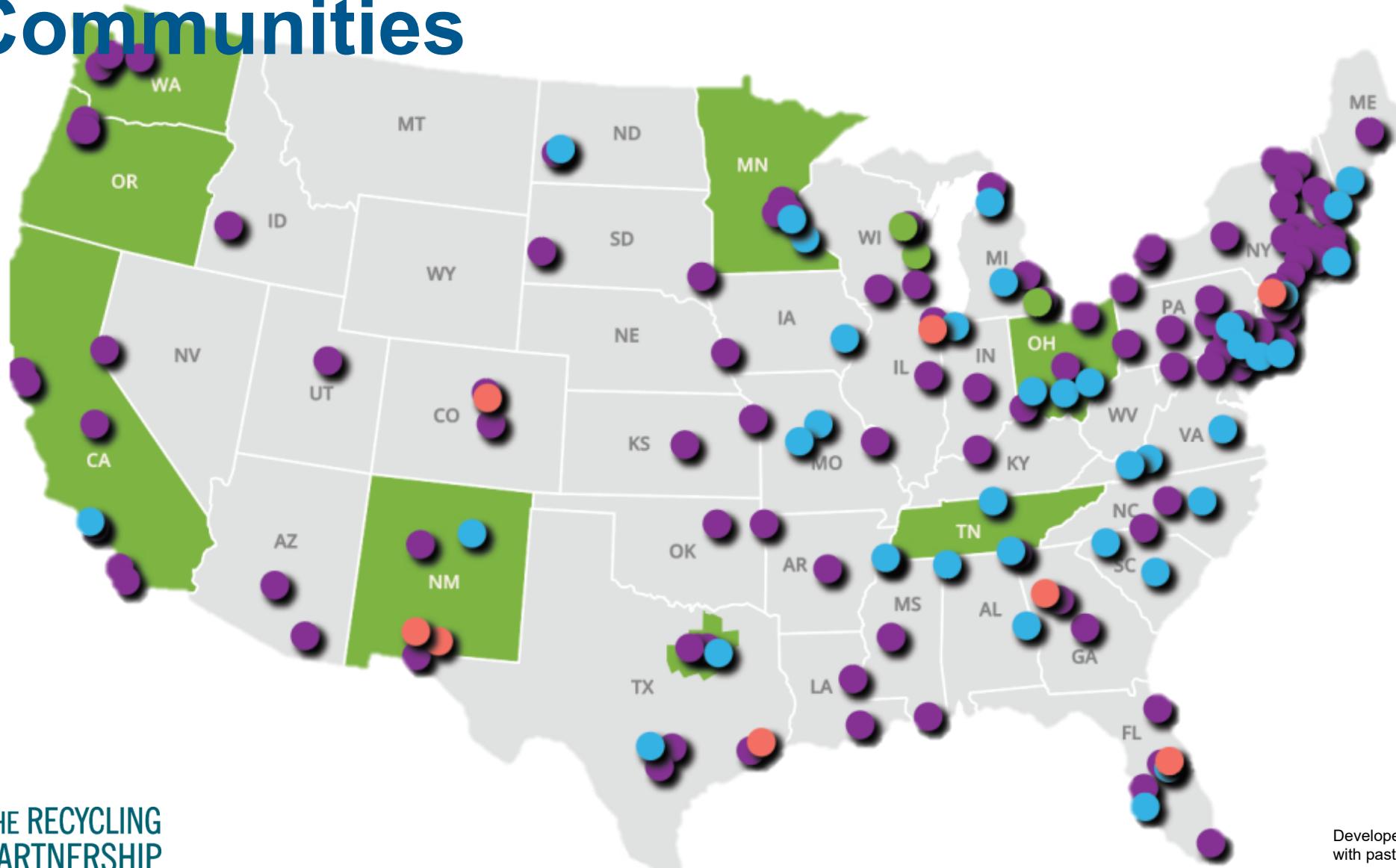
- Internal, Seasonal Staff
- Internal Staff
- Temporary Service
- Consultants

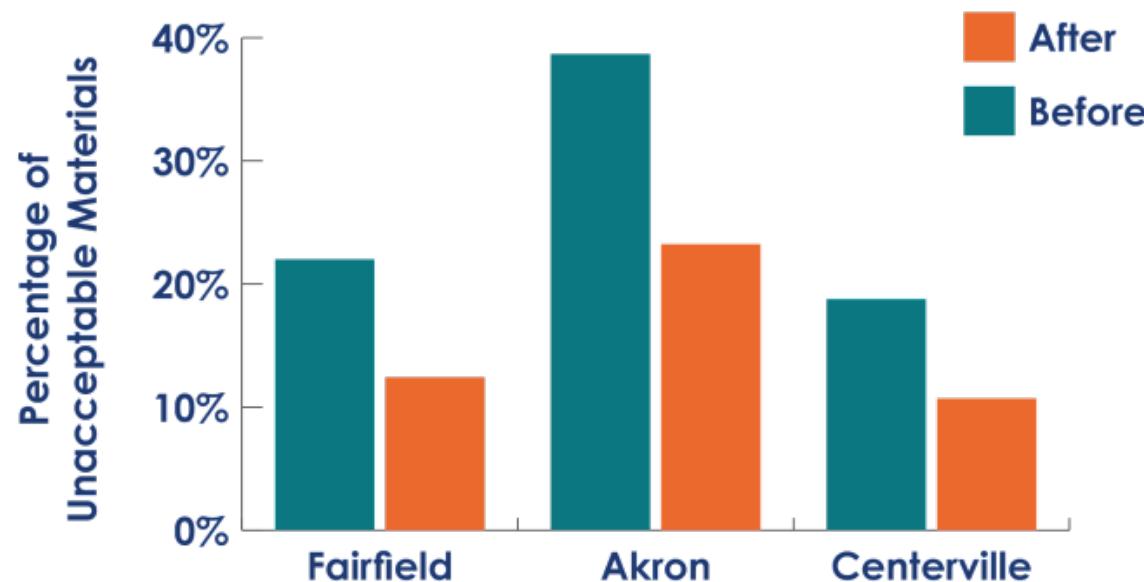
### Education

- Printing costs
- Frequency of tagging and mailers

### Data Collection Methods

# Lessons From Other Communities





### Fairfield

11,594 Households

**44% reduction**

### Akron

33,000 Households

**40% reduction**

### Centerville

1,492 households

**43% reduction**

# Recommendations

1

Start a Feet on the Street program in our community!

2

Reject carts at the curb to improve the reduction in contamination.

3

Start our planning internally by consulting with operations/hauler.

# Conceptual Program ROI

## Midwestern city -~8.500 Tons/Year Inbound

	Before	After	Change
Contamination Rate	38.68%	23.23%	-40%
Blended Value/ton*	\$99.05	\$128.86	+\$29.81
Annual Blended Value	\$841,925	\$1,095,310	+\$253,385
Cost of Tagging program			-\$86,000
Net Increase			\$167,385

- ❖ Does not reflect cost of processing or collection
- ❖ Does not reflect savings for labor, reduced downtime or maintenance due to contamination

\*Based on September 2021 RecyclingMarkets.net index pricing.



## **City Council Meeting Minutes**

**Tuesday, February 22, 2022**

**6:00 PM**

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**1) Call to Order**

President Markham called the meeting to order at 6:03 pm.

**2) Roll Call of Members**

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

Council Members Absent: None

Council President Markham made a note that Item 5 on the Agenda lists Adjourn, and this is in error. The actual adjournment should be number 24 on the agenda.

**3) Pledge of Allegiance**

**4) Presentations/Special Guests**

**A) Proclamation for Margaret and Jeff Harriman**

Mayor Kessler presented a proclamation to Maggie and Jeff Harriman for their service to the Bexley Community Gardens. Maggie spoke about the donation of food from the gardens and how this is something she's very proud of. Maggie also thanked Mayor Kessler, Mr. Price, and the gardeners and volunteers of the Bexley Community Gardens.

**B) Introduction of Tracie Baum of the Bexley Chamber of Commerce**

Ms. Baum introduced herself and spoke briefly of her background and her history both in Bexley and as a Capital University Alum. She also spoke about the Chamber and its purpose in the community. Ms. Baum then presented some upcoming programs with the Chamber.

**5) Adjourn**

This adjourn item is in error as noted by President Markham.

**6) Public Comments (Speaker Slip Required)**

No public comment at this time.

**7) President's Report**

Mr. Markham spoke about how great it was to see such a strong attendance at the Senior Center grand opening, which he thinks is a reflection of the community's excitement about this facility. Mr. Markham also spoke regarding his recent meeting with newly elected school board member, Victoria Powers. Ms. Powers reported a potential upcoming expansion of athletic facilities through a partnership with JCC. Ms. Powers also expressed her gratitude for use of City Council Chambers. Ms. Powers also reported her thoughts on the benefits and wisdom of having a City Attorney.

**8) City Attorney Report**

Mr. Fishel reported that a tentative agreement has been reached with the dispatcher's and animal control officer's union and he will report back when this is approved.

Mr. Fishel also reported that House Bill 51 has been signed allowing for Zoom meeting attendance at public meetings through June 30, 2022.

**9) Auditor's Report**

Mr. McPeek reported he is working on items to discuss at next week's strategy meeting. He invited any Council member who has items they'd like to see the Auditor's Officer's office work on to reach out to him.

Mr. McPeek is also working on a one-page, snapshot document to help quickly and clearly relay a summary of the City's finances.

**10) Administrative Update:**

**A) Service Department Update - Andy Bashore**

Mr. Bashore has no additions to his written report.

Ms. Feibel thanked Mr. Bashore and the Service Department for all they do and stated that the scope of the Service Department's work on winter storm clean up doesn't end with the removal of snow and that she's aware of follow up work to repair potholes and road damage that resulted from the storm. Ms. Saad asked about the extra artist bike rack, which did arrive yesterday. Ms. Saad also expressed her gratitude for the work the Service Department does, especially during snowstorms. Mr. Kessler asked about the notice received from Columbia Gas on a project on Astor and College and asked about when this would be occurring and Mr. Bashore answered this.

**B) Police Department Update - Interim Chief Gough**

Chief Gough has nothing additional to add to his written report, but did highlight challenges with catalytic converter theft, which is a nationwide issue that is impacting Bexley as well. Mayor Kessler asked if there was any advice that could be provided about this, and Chief Gough recommended parking near as much lighting as possible. Ms. Feibel also offered her thanks to the officers who recently removed weapons and illegal substances from the streets through a routine traffic stop.

**C) Recreation and Parks Update - Mike Price**

Mr. Price had no updates on his written report but would like to provide an update on the Commonwealth Park project. Hearing no questions on his report, Mr. Price provided an update on the Commonwealth West athletic field project. Mr. Kessler and Mr. Klingler asked questions regarding timing and funds, which Mr. Price answered, including Ryan DeMay, a consultant from FieldSource in the response. Mr. Marcellino then asked questions regarding different components of the project, including restrooms, which Mr. DeMay and Mr. Kessler answered. Ms. Lampke asked questions about the pricing of the bids and whether this could be a cost savings to do them at the same time. Mr. DeMay reported his opinion that this would provide a savings of probably low five figures, around \$10,000. Ms. Saad asked a follow-up question based on Ms. Lampke's question, and Mr. DeMay further clarified that there's a good potential construction pricing could go down in the future which is another potential benefit of splitting the projects up. Ms. Feibel asked a follow up question regarding the cost of missed programming and whether that played a factor in the project decisions, which Mr. Price answered. Mr. Fishel then asked Mr. Price to follow up with him on this contract for review.

D) Finance Department Update - Beecher Hale

Mr. Hale provided highlights of his written report.

E) Mayor's Update

Mr. Kessler provided some updates on a couple of items that are not listed on his report, including information on some recent developments regarding electrical aggregation. He also reported that the Drexel Avenue plan has been revised and will be provided to residents for input soon.

Mr. Kessler then highlighted the section regarding the evolving situation with COVID and the mask mandate. Mr. Kessler spoke to the importance of being able to act quickly through the masking executive order, but stated that the current downward trend in cases, hospitalizations and deaths underscores the reality that this measure is no longer necessary now in the way it was in September. Mr. Kessler then provided an overview of an updated Executive Order and a proposed ordinance to address this evolving situation. Mr. Kessler asked for any feedback on the mask mandate and ordinance.

Ms. Robinson thanked Mayor Kessler for his report, and spoke about the challenges of finding the right path and expressed her gratitude for the language specific to areas where people are gathering for long periods of time.

Ms. Saad asked for clarification about Section 2, which Mr. Kessler provided. Ms. Saad asked Mr. Fishel about the legal need for this language, and Mr. Fishel reported that while it isn't legally required, he does feel it is legally wise to include.

Ms. Feibel expressed her support for the removal of the mask mandate and stated that she feels it's time, but did ask about whether nearby cities would be following suit soon, which Mr. Kessler answered.

Ms. Saad asked about the timing and expressed her appreciation for the Mayor's transparency with this situation.

Ms. Lampke expressed her support for this action for two reasons: based on her takeaway from

the Covid Task Force meeting that we are moving in the right direction and that we're also entering a warmer season. Ms. Lampke also urged Council members to be willing to put a mask mandate in place if necessary in the future.

Mr. Marcellino expressed his gratitude for the Council members for being leaders in this situation and for taking action that helped his family feel safe. He also acknowledged that this is a fluid situation and urged Council members to keep an eye on the situation, and also stated he agrees it's time to move forward.

Mr. Markham spoke about the balance of power and responsibility that comes with an Executive Order and briefly discussed some of the conversation in City leadership that surrounded that action and stated that he feels this robust debate was important. Mr. Markham also expressed his appreciation for Mr. Kessler's prudence and accountability for these decisions and also stated that he feels good about where we're going and feels good about the success of the end of this executive order.

Mr. Kessler stated that he would be making these changes and that we'll be looking at the related ordinances later tonight in the first readings.

Mr. Kessler also highlighted other items in his report including a sustainability update and an update on the police chief search, and the storm sewer update related to recent heavy rain. A few Council members asked questions and provided comments.

Mr. Kessler concluded with brief coverage of his photos and related events.

**11) Consent Agenda: (No Speaker Slip Required)**

A) Meeting Minutes - 02/08/22 City Council Meeting

Mr. Fishel read the item on the Consent Agenda and Mr. Fishel asked for questions. Hearing none, Mr. Markham asked for action on the Consent Agenda.

Ms. Feibel moved to adopt the items on the Consent Agenda.

Ms. Lampke seconded.

All in Favor: Sam Marcellino, Jennifer Robinson, Lori Ann Feibel, Troy Markham, Matt Klingler, Monique Lampke, and Jessica Saad

**Motion passed 7-0.**

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

**13) Third Readings: (No Speaker Slip Required)**

**14) Second Readings: (Speaker Slip Required)**

A) Ordinance 3-22 to appropriate \$2700 from the Friends of Jeffrey Preschool Fund to pay preschool related expenses in 2022. (Introduced by Monique Lampke on February 8, 2022)

Mr. Fishel read this ordinance and Ms. Lampke provided some additional information. Mr.

Markham asked if Ms. Lampke would like to move that item to the Consent Agenda, which, hearing no comments, she agreed to.

**15) First Readings: (Speaker Slip Required)**

- A) Ordinance 6-22 to re appropriate \$236,298.33 from the South Drexel Avenue and Grandon Avenue Project Fund to pay the City's matching share on this project introduced by Monique Lampke.

Mr. Fishel read Ordinance 6-22 and Ms. Lample provided additional information.

- B) Ordinance 5-22 to protect the rights of individuals to wear Face Coverings in Places of Public Accommodation introduced by Sam Marcellino.

Mr. Fishel read the ordinance and Mr. Marcellino reminded Council Members that this ordinances is the same as mentioned during Mr. Kessler's report.

- C) Ordinance 4-22 to certify special assessments for the repair of sidewalks where the work was not done by the owner after being ordered by the City in accordance with Bexley Code Section 1490.15(b)(4)A or Bexley Code Section 1492.04(b)(1) and it was necessary to do the work and assess the owner; to assess the owner of properties with unpaid alarm fees in accordance with Bexley Code Section 643.03; to certify a special assessment in accordance with Bexley Code Section 1490.18 (Environmental Contamination); and to certify special assessments for code violation abatements where work was not done by the owner after being ordered by the City in accordance with Bexley Code Section 1490 and it was necessary to do the work and assess the owner introduced by Monique Lampke.

Mr. Fishel read the ordinance and Ms. Lampke invited Mr. Kessler to provide some additional input and background, which he did. Hearing no questions, Mr. Markham continued.

**16) Tabled Ordinances:**

- 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)

- 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 tabled ordinances this evening.

**17) Recreation and Parks Committee - Jessica Saad, Chair**

Ms. Saad provided an update that Bexley Education Foundation's BRAVO Event will be March 26 at 5pm at St. Charles.

**18) Strategic Committee - Jen Robinson, Chair**

Ms. Robinson reminded Council Members of the presentation for the Saunders Group and Ralph Andersen groups and the upcoming Council Retreat she's been working on.

**19) Service and Environmental Committee - Lori Ann Feibel, Chair**

Ms. Feibel reported on the recent Tree and Gardens Commission meeting and some work they're doing and also reported that Elizabeth Ellman is doing some great work getting ready for Earth Month.

**20) Finance Committee - Monique Lampke, Chair**

Ms. Lampke invited Council Members to attend an upcoming City Council event. Ms. Lampke also reported about the successful pet food drive for the Bexley Police Academy Alumni.

**21) Safety and Health Committee - Sam Marcellino, Chair**

Mr. Marcellino reminded Council that the Bexley Citizen's Police Academy is accepting applicants and you can email Sergeant Overly at doverly@bexley.org for more information. Mr. Marcellino also reminded everyone of tomorrow's Police Chief search workshop.

**22) Zoning and Development Committee - Matt Klingler, Chair**

Mr. Klingler had nothing to report.

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

No public comments at this time.

**24) Adjourn**

Matt Klingler moved to adjourn.

Jennifer Robinson seconded.

All in Favor: Sam Marcellino, Jennifer Robinson, Lori Ann Feibel, Troy Markham, Matt Klingler, Monique Lampke, and Jessica Saad

Motion passed 7-0.

Council President Troy Markham adjourned the meeting at 7:36 pm.

**ORDINANCE NO. 03-22**

By: Monique Lampke:

**AN ORDINANCE TO APPROPRIATE \$2,700 FROM THE FRIENDS OF JEFFREY  
PRESCHOOL FUND TO PAY PRESCHOOL RELATED EXPENSES IN 2022.**

**Whereas**, In 2014 The City of Bexley established the Friends of Jeffrey Preschool Fund to receive gifts and donations for the purpose of paying expenses related the Jeffrey Preschool; and

**Whereas**, the Jeffrey Mansion Preschool received a check for \$6,900 from the Ohio Department of Job and Family Services (ODJFS) to assist the program for having stayed open during the pandemic in 2021; and

**Whereas**, The Recreation Department intends to use \$2,700 of that payment in 2022.

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

**Section 1.** That \$2,700 is hereby appropriated from the Friends of Jeffrey Preschool Fund to pay preschool related expenses in 2022.

**Section 2.** That this ordinance shall go into effect and be in force from and after the earliest period allowed by law.

Passed: \_\_\_\_\_, 2022

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Troy Markham, President of Council

Attest: \_\_\_\_\_  
Matthew McPeek, Clerk of Council

Approved: \_\_\_\_\_, 2022

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Ben Kessler, Mayor

**ORDINANCE NO. 6 - 22**

By: Monique Lampke

**An ordinance to re appropriate \$236,298.33 from the South Drexel Avenue and Grandon Avenue Project Fund to pay the City's matching share on this project.**

**Whereas**, the City's matching portion for this project was \$263,100.00; and

**Whereas**, the unexpended amount of this matching portion at the end of 2021 was \$236,298.33.

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

**Section 1.**

That \$236,298.33 is hereby re appropriated from the Drexel Avenue and Grandon Avenue Project Fund.

**Section 2.**

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

Passed: \_\_\_\_\_, 2022

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Troy Markham, President of Council

Attest: \_\_\_\_\_  
Matt McPeek, Clerk of Council

Approved: \_\_\_\_\_, 2022

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Mayor Ben Kessler

First Reading:

Second Reading:

Third Reading:

**Ordinance No. 05 - 22**

**By: Sam Marcellino**

**An ordinance to protect the rights of individuals to wear Face Coverings in  
Places of Public Accommodation.**

**WHEREAS,** The COVID-19 pandemic has resulted in the wearing of face coverings, by individuals, for public health purposes; and

**WHEREAS,** It is the position of the City that individuals shall have a right to wear Face Coverings for public health purposes when visiting Places of Public Accommodation;

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

**Section 1**

That Chapter 838 shall be created as follows:

**CHAPTER 838 FACE COVERINGS FOR PUBLIC HEALTH PURPOSES**

**838.01 PURPOSE**

- (a) This chapter is created in order to protect the rights of individuals to wear face coverings in public spaces in order to protect their own health and/or the health of those around them.

**838.02 DEFINITIONS**

- (a) "Face Covering" shall mean a covering designed to cover the nose and mouth of the individual wearing it, for the purpose of reducing the spread and intake of respiratory droplets and/or for public health purposes. Face Coverings can include, but are not limited to, surgical or procedural masks, cloth masks, and other devices intended to protect against respiratory spread.
- (b) "Place of Public Accommodation" means any inn, restaurant, eating house, barbershop, public conveyance by air, land or water, theater, store, or other place for the sale of merchandise, or any other place of public accommodation or amusement where the accommodation advantages, facilities, or privileges thereof are available to the public.

**838.03 PROHIBITION AGAINST REFUSING SERVICE BASED UPON OR PROHIBITING THE  
WEARING OF FACE COVERINGS IN PUBLIC SPACES AND PLACES OF PUBLIC  
ACCOMODATION**

- (a) Owners and operators of places of public accommodation may not require the removal of Face Coverings in public spaces, or refuse service based upon an individual's refusal to remove Face Coverings in a Place of Public Accommodation, subject to the exceptions contained herein.
- (b) Owners and operators may request the temporary removal of a mask for identification or security purposes.

**838.99**

**PENALTIES**

(a) Whoever violates any provision of this Chapter for which no other specific penalty has been provided other than the denial, suspension or revocation of a license, shall be fined not more than \$100. Each day's continuance shall constitute a separate offense.

**Section 2**

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

Passed: \_\_\_\_\_, 2022

\_\_\_\_\_  
Troy Markham, President of Council

Attest: \_\_\_\_\_  
Matt McPeak, Clerk of Council

Approved: \_\_\_\_\_, 2022

\_\_\_\_\_  
Benjamin J. Kessler, Mayor

First Reading: February 22, 2022

Second Reading:

Third Reading:

**ORDINANCE NO. 04 - 22**

**By: Monique Lampke**

**An Ordinance to certify special assessments for the repair of sidewalks where the work was not done by the owner after being ordered by the City in accordance with Bexley Code Section 1490.15(b)(4)A or Bexley Code Section 1492.04(b)(1) and it was necessary to do the work and assess the owner; to assess the owner of properties with unpaid alarm fees in accordance with Bexley Code Section 643.03; to certify a special assessment in accordance with Bexley Code Section 1490.18 (Environmental Contamination); and to certify special assessments for code violation abatements where work was not done by the owner after being ordered by the City in accordance with Bexley Code Section 1490 and it was necessary to do the work and assess the owner**

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

**Section 1.**

That the assessment of the cost of repairing the sidewalks, where the work was not done by the owner is assessed to the owner; notice of filing the assessment has been given as required by law to be and the same is hereby adopted and confirmed to wit:

Capital University	675 Sheridan Ave	Bexley, Ohio, 43209	\$200.00	020-004415-00
Capital University	691 Sheridan Ave	Bexley, Ohio, 43209	\$200.00	020-001311-00
Capital University	707 Sheridan Ave	Bexley, Ohio, 43209	\$200.00	020-001736-00
Capital University	713 Sheridan Ave	Bexley, Ohio, 43209	\$200.00	020-000027-00
Capital University	766/768 Sheridan Ave	Bexley, Ohio, 43209	\$200.00	020-000005-00
Capital University	Parking off Pleasant Ridge	Bexley, Ohio, 43209	\$200.00	020001986-00
Joseph & Quinn Armstrong	829 Francis Ave	Bexley, Ohio, 43209	\$200.00	020-004254-00
Michael Watson	137 S. Columbia Ave	Bexley, Ohio, 43209	\$200.00	020-002984-00
Jay Sokol	2379 Sherwood	Bexley, Ohio, 43209	\$200.00	020-001494-00
Lee Tenenbaum	325 S Dawson Ave	Bexley, Ohio, 43209	\$200.00	020-001663-00
Shelly Bloom	474 S. Parkview Ave	Bexley, Ohio, 43209	\$200.00	020-002061-00
Edward Hines	420 S. Parkview Ave	Bexley, Ohio, 43209	\$200.00	020-002427-00
Meredith Weprin	2241 Dale Ave	Bexley, Ohio, 43209	\$200.00	020-002892-00
Michael Flinner	2409 Plymouth Ave	Bexley, Ohio, 43209	\$200.00	020-000309-00
Kimberly Wilson	2404 Bexley Park Rd	Bexley, Ohio, 43209	\$200.00	020-001940-00
Ashwin Suresh and Mat	361 N. Parkview Ave	Bexley, Ohio, 43209	\$200.00	020-001971-00
Joseph & Paola Basar	112 Ashbourne Rd	Bexley, Ohio, 43209	\$200.00	020-001588-00
Capital University	North parking lot- Pleasant Ridge	Bexley, Ohio, 43209	\$400.00	020001986-00
Carol & Carl Skrade	845 Pleasant Ridge	Bexley, Ohio, 43209	\$400.00	020-002243-00
Jessica George & James	2188 Bryden Rd	Bexley, Ohio, 43209	\$400.00	020-003047-00
Michael Kirkman	2324 Bexley Park Rd	Bexley, Ohio, 43209	\$400.00	020-001282-00
Patricia Witman	260 S. Parkview Ave	Bexley, Ohio, 43209	\$400.00	020-002995-00
Asal Farhadi	150 S. Parkview Ave	Bexley, Ohio, 43209	\$400.00	020-000848-00
Erin & Scott Crilly	43 Bullit Park Place	Bexley, Ohio, 43209	\$400.00	020-000055-00
William Rhoads	44 Bullit Park Place	Bexley, Ohio, 43209	\$400.00	020-000042-00
Philip & Lisa Kessler	254 Stanbery Ave	Bexley, Ohio, 43209	\$400.00	020-001613-00

## Section 2.

That the assessment of the cost of repairing the sidewalks, where the work was not done by the owner is assessed to the owner; notice of filing the assessment has been given as required by law to be and the same is hereby adopted and confirmed to wit; **and the assessment for amounts of \$600 or more shall be divided up evenly over a three year period:**

Ellensara Evans	965 Francis Ave	Bexley, Ohio, 43209	\$600.00	020-004430-00
Shelby Furman	410 S. Columbia Ave	Bexley, Ohio, 43209	\$600.00	020-002840-00
John Groeber	276 Ashbourne Place	Bexley, Ohio, 43209	\$600.00	020-001571-00
Capital University	Lohman Hall-Pleasant Ridge	Bexley, Ohio, 43209	\$800.00	020-002002-00
Sondra Ruanpae	167 S. Columbia Ave	Bexley, Ohio, 43209	\$800.00	020-001999-00
Dale Clark	2448 Seneca Park Place	Bexley, Ohio, 43209	\$800.00	020-003637-00
Cynthia Carver & Cari E	818 Sheridan Ave	Bexley, Ohio, 43209	\$1,000.00	020-003535-00
Tensing Maa & James Je	207 Ashbourne Rd	Bexley, Ohio, 43209	\$1,000.00	020-001622-00
Benjamin & Lisa Horn	230 Ashbourne Rd	Bexley, Ohio, 43209	\$1,400.00	020-001578-00
Capital University	Capital center- Pleasant Ridge	Bexley, Ohio, 43209	\$1,600.00	020-004154-00

## Section 3.

That the assessment of the cost of unpaid alarm fees; notice of filing the assessment has been given as required by law to be and the same is hereby adopted and confirmed to wit:

Bexley Gateway Plaza	2158 East Main St.	Bexley, Ohio, 43209	\$ 100.00	020-004740-00
Glory Land Evangelistic Ministries	269 N. Gould Rd.	Bexley, Ohio, 43209	\$ 25.00	020-004489-00
Tim Donut US Limited Inc.	2062 E. Livingston Ave.	Bexley, Ohio, 43209	\$ 150.00	020-004851-00
Richard Haynes	2130 E. Livingston Ave.	Bexley, Ohio, 43209	\$ 150.00	020-003804-00
Liu Ji Lifengwu	2210 E. Livingston Ave.	Bexley, Ohio, 43210	\$ 25.00	020-004497-00

**Section 4.**

That in accordance with 1490.18(c), the property owner has failed to comply with the City's environmental contamination ordinance, and has been assessed for failure to comply and has been notified of said assessment, and the same hereby is adopted and confirmed, to wit:

<b>Owner</b>	<b>Parcel Number</b>	<b>Amount</b>
2761 Main Investment LLC 2761 E. Main St. Bexley, OH 43209	020-001855	\$20,000

**Section 6.**

**[abatement services]**

**Section 6.**

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

Passed: \_\_\_\_\_, 2022

\_\_\_\_\_  
Troy Markham, President of Council

Attest: \_\_\_\_\_  
Matthew McPeak, Clerk of Council

Approved: \_\_\_\_\_, 2022

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



**ORDINANCE NO. 7 - 22**

By: Troy Markham

**An Ordinance to amend 618.22 (Disposal of Animal Fecal Matter Required), to  
eliminate the requirement to carry equipment.**

**Whereas,** the current law of Bexley requires that fecal matter of animals be picked up and disposed of properly;

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

**Section 1:** That Section 618.22 be amended to read as follows:

**618.22 DISPOSAL OF ANIMAL FECAL MATTER REQUIRED.**

(a) No person being the owner or having charge of any animal shall fail to pick up and properly dispose of, in a sanitary manner, any fecal matter left by his animal on any public or private property other than the property of the owner or person having charge of such animal.

(b) ~~No person being the owner or having charge of any animal on any public or private property other than the property of the owner or person having charge of such animal, shall fail to have in his possession a wood, plastic or metal device or other container for the purpose of picking up and properly disposing of, in a sanitary manner, any fecal matter left by his animal.~~

(eb) Any person who violates or fails to comply with this section is guilty of a minor misdemeanor.

**Section 2.** That this Ordinance shall go into effect, and be in force from and after the earliest period allowed by law.

Passed: \_\_\_\_\_, 2022

\_\_\_\_\_  
Troy D. Markham, President of Council

Attest:

\_\_\_\_\_  
Matthew McPeek, Clerk of Council

**RESOLUTION NO. 1 - 22**

By: Jen Robinson

**A Resolution confirming the Mayor's appointments of members to the Architectural Review Board; the Citizens Review Board; the Recreation Board; and the Board of Zoning Appeals and Planning**

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

**Section 1.** That City Council hereby confirms the following appointments to the Architectural Review Board:

<b>Nominee</b>	<b>Position</b>	<b>Term Expiring</b>
Michael Steele	Alternate	June 30, 2024

**Section 2.** That City Council hereby confirms the following appointments to the Citizens Review Board:

<b>Nominee</b>	<b>Position</b>	<b>Term Expiring</b>
Dave Coleman	Member	June 30, 2022

**Section 3.** That City Council hereby confirms the following appointments to the Board of Health:

<b>Nominee</b>	<b>Position</b>	<b>Term Expiring</b>
Katherine Gravelle	Member	June 30, 2023

**Section 4.** That City Council hereby confirms the following appointments to the Recreation Board:

<b>Nominee</b>	<b>Position</b>	<b>Term Expiring</b>
Aly DeAngelo	Member	June 30, 2022
Tim Bezbatchenko	Member	June 30, 2023

**Section 5.** That City Council hereby confirms the following appointments to the Board of Zoning Appeals and Planning:

<b>Nominee</b>	<b>Position</b>	<b>Term Expiring</b>
Keith Hall	Member	June 30, 2022

**Section 6.** That this Resolution is an emergency measure necessary for the immediate preservation of the public peace, health, safety or welfare, and shall take effect upon its passage and approval by the Mayor.

Passed \_\_\_\_\_, 2022

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Troy Markham, President of Council

Attest: \_\_\_\_\_, 2022  
Matt McPeak, Clerk of Council

Approved: \_\_\_\_\_, 2022

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Benjamin Kessler, Mayor

First Reading: March 8, 2022

Second Reading:

Third Reading:

**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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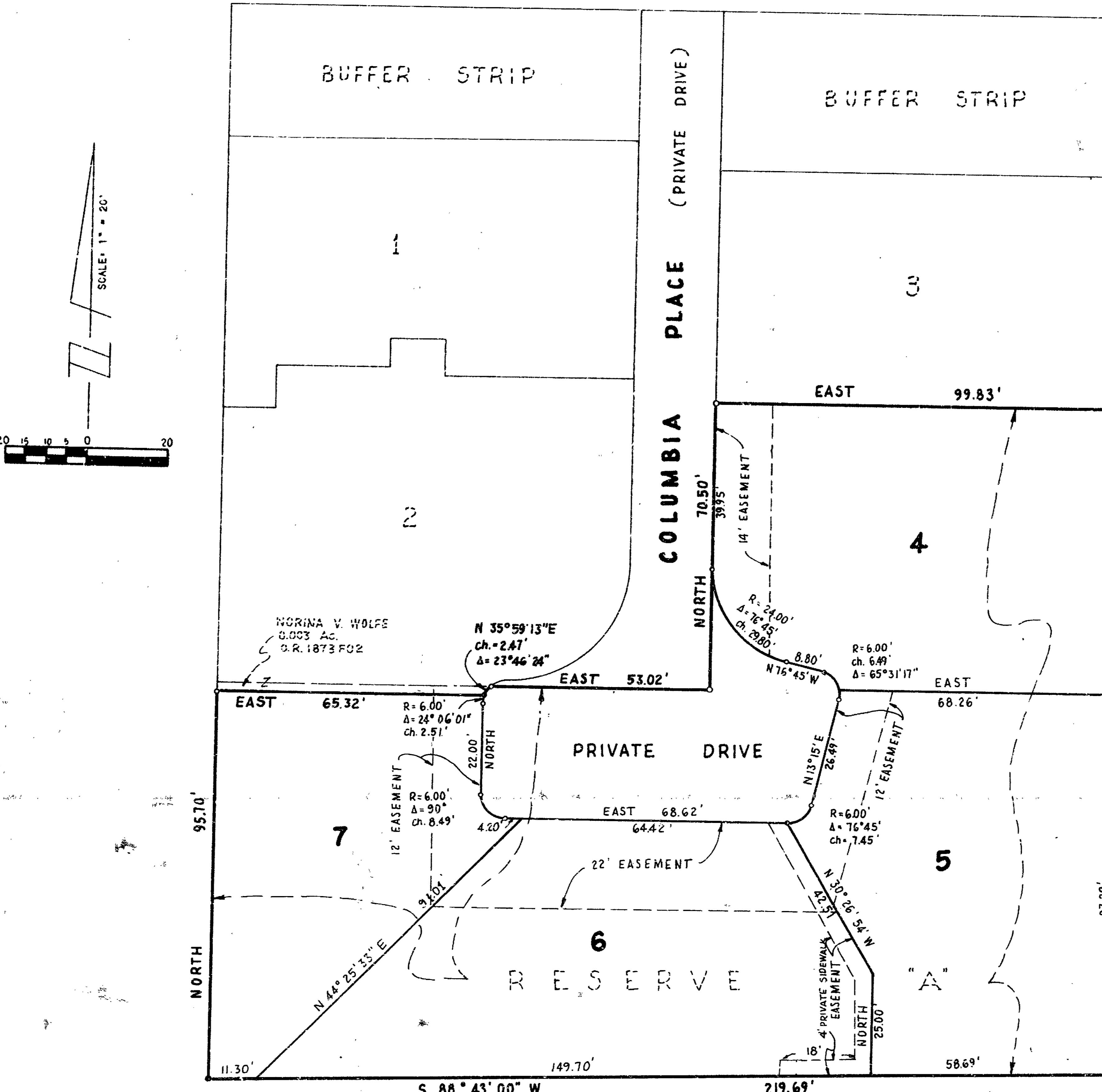
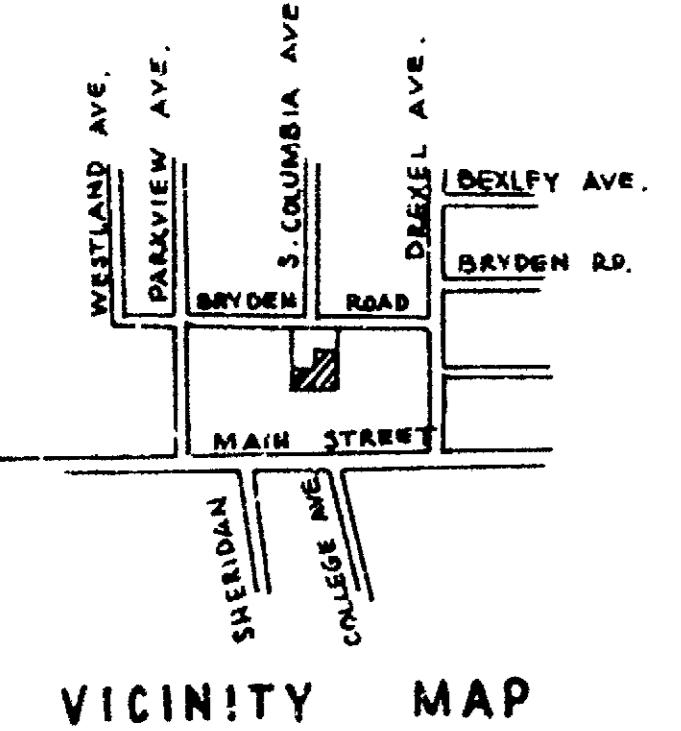
Notary Public

**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

Larry W. Pennington  
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.

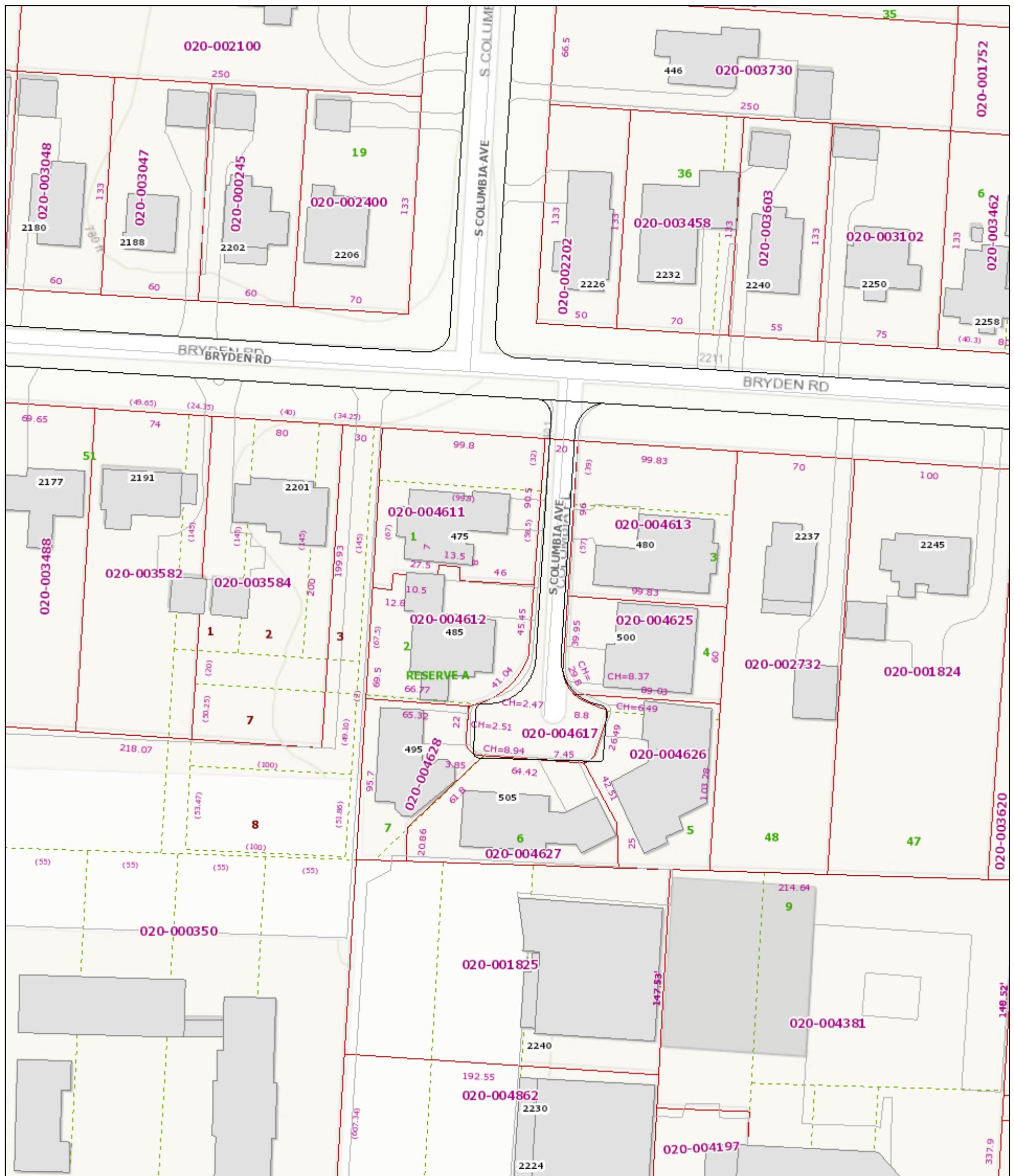
FILED FOR RECORD THIS 10th DAY OF July, 1984, AT 10:00 M.

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



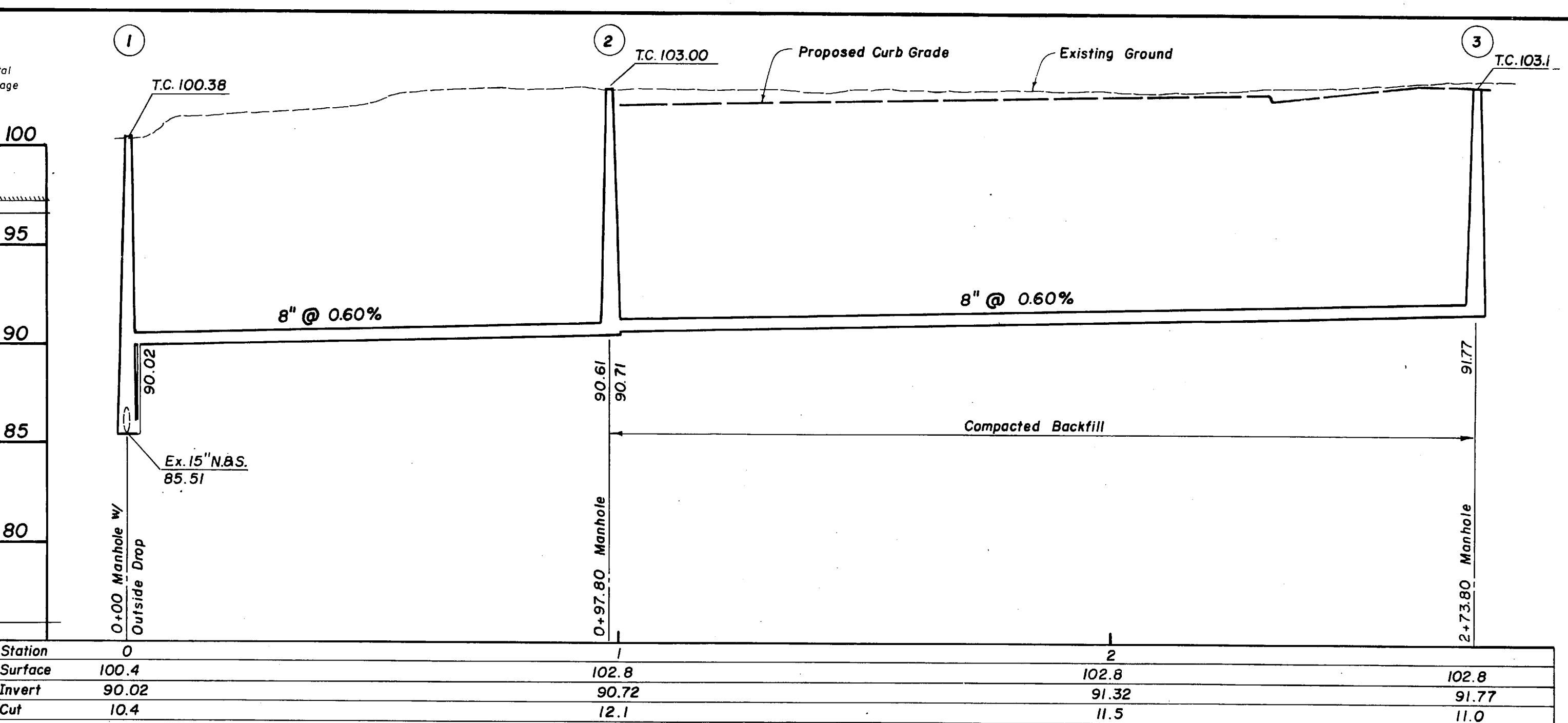
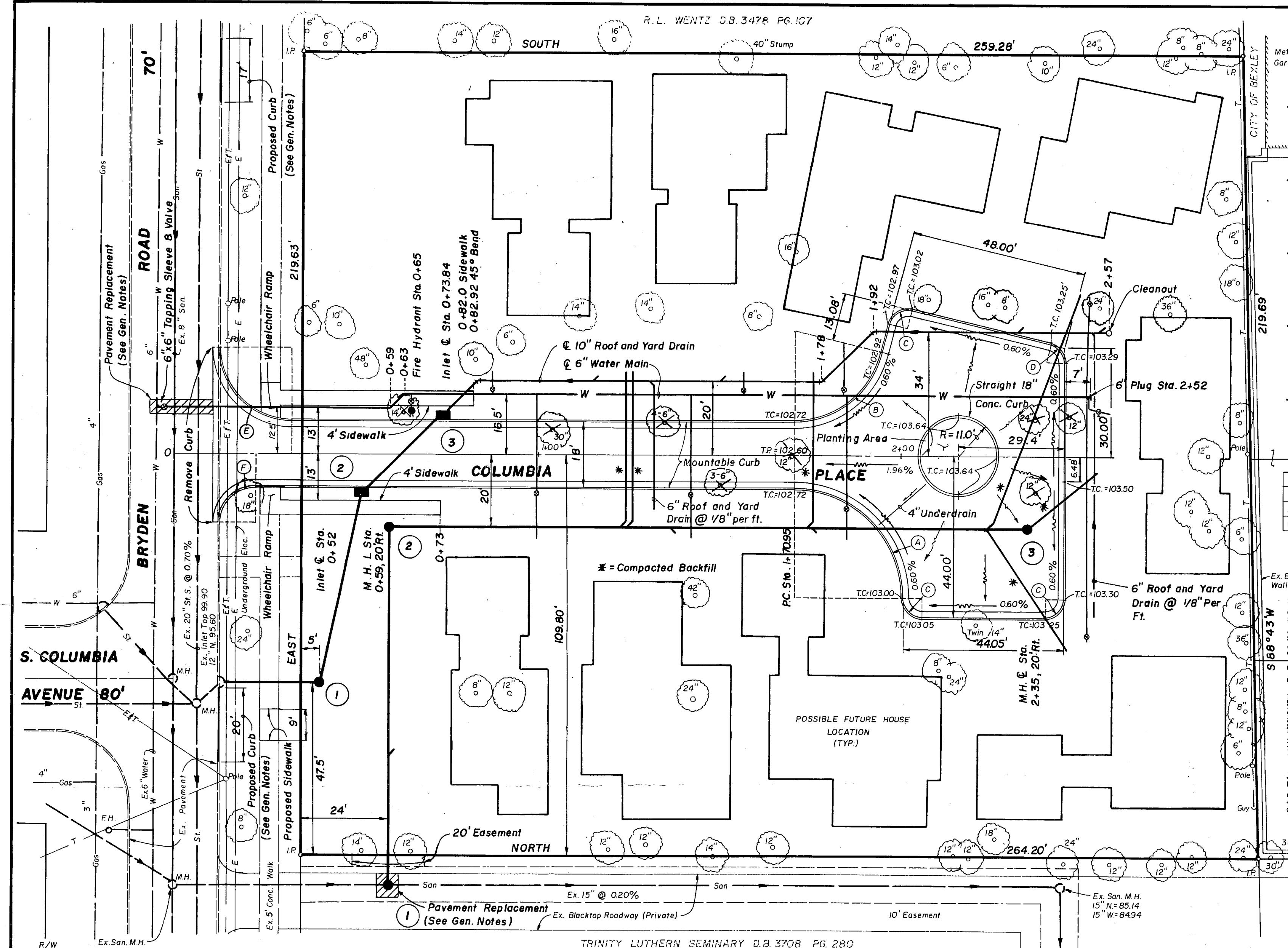
October 13, 2020

1:974

0 0.01 0.02 0.035 0.07 km

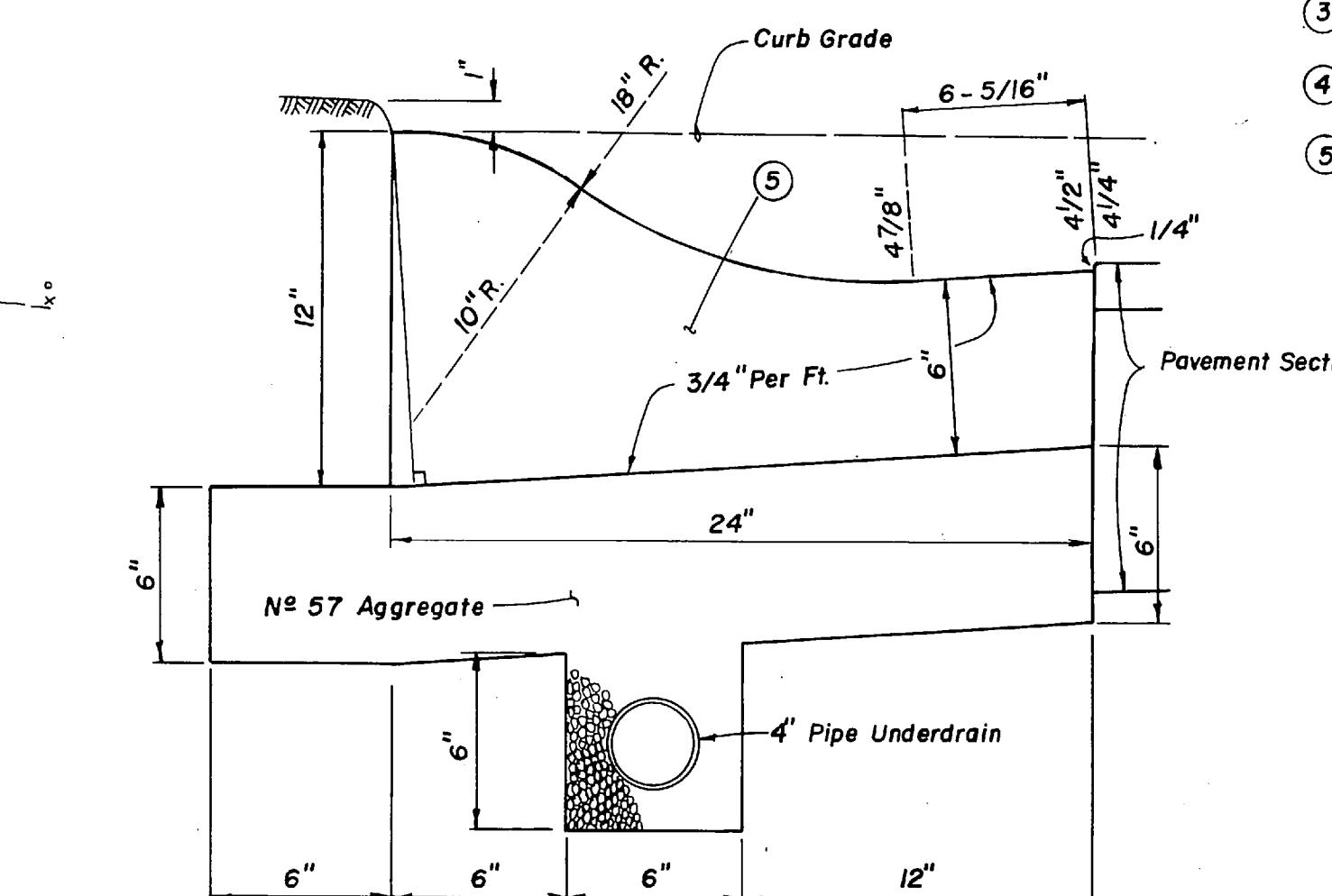
Franklin County Auditor  
 Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

<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



#### **MOUNTABLE CURB DETAIL**

**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.  
COMMERCIAL ENGINEERS, SURVEYORS

### 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.

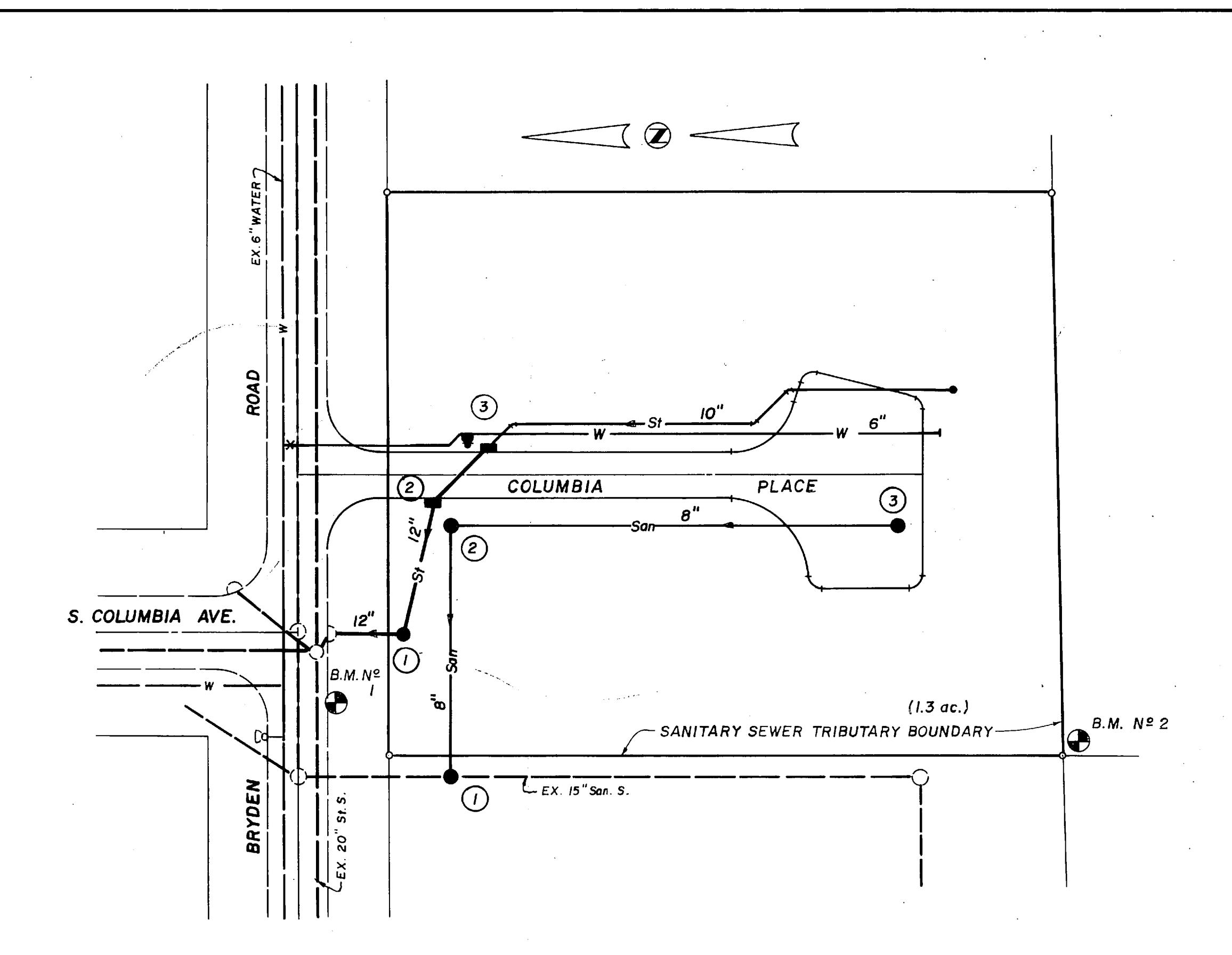
All wye braces and 6" service extensions for future roof and yard drains shall be plugged.

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.	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
------------	--	--

### 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

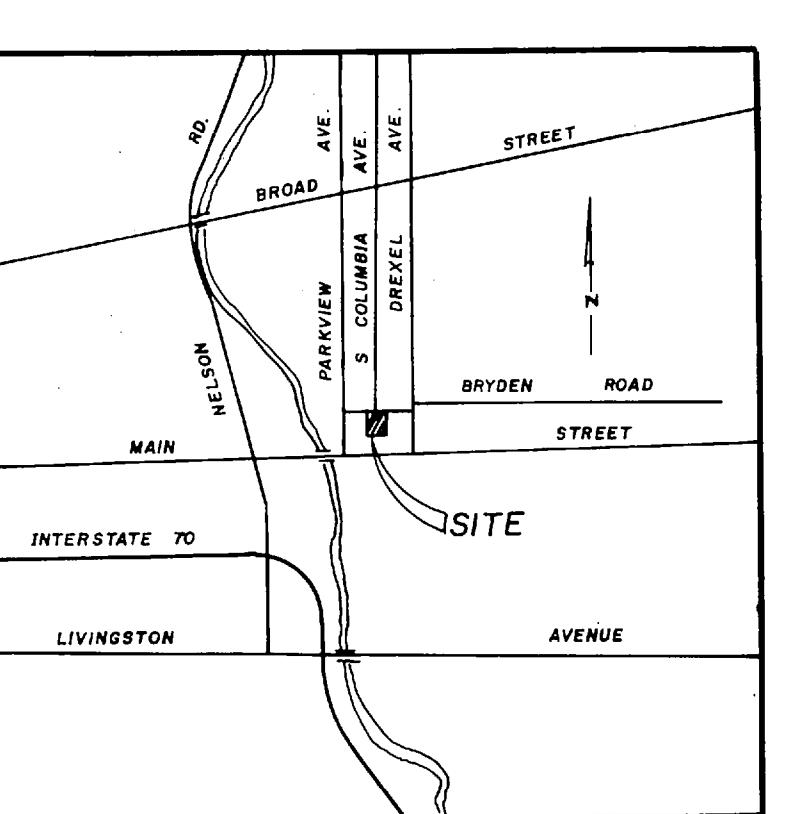
Approved this \_\_\_\_\_ day of \_\_\_\_\_, 1980.  
Assistant Service Director, City of Bexley

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.



SITE MAP

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
 Totals				\$196,000		\$3,364

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 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

---

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.

**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

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

Attest:

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

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

\_\_\_\_\_  
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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## 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  $\$0.00$  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  $\text{¢ per kWh}$  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).

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

## 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.

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

CERTIFICATE HOLDER	CANCELLATION
For Informational Purposes Only	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>

**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>	<u>4,270.1</u>	<u>5,223.2</u>	<u>4,270.4</u>
<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>	<u>(7,144.5)</u>	<u>(6,353.6)</u>	<u>(3,656.4)</u>
<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>	<u>2,862.9</u>	<u>1,161.9</u>	<u>(604.9)</u>
<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><u>\$ 432.6</u></b>	<b><u>\$ 444.1</u></b>	<b><u>\$ 412.6</u></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.

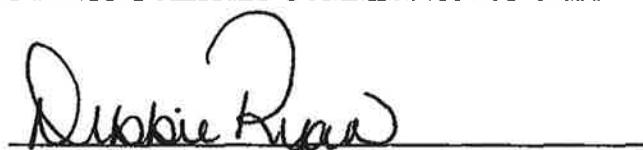
Subject to all rules and regulations of the Commission, now existing or hereafter promulgated.

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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<b>PARTY OF RECORD</b>	<b>ATTORNEY</b>	<b>ATTORNEY</b>
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