



City Council Meeting Agenda

Tuesday, June 8, 2021

6:00 PM

- 1) **Call to Order**
- 2) **Roll Call of Members**
- 3) **Pledge of Allegiance**
- 4) **Presentations/Special Guests**
 - A) Dr. Fine
 - B) Keith Hall
- 5) **Public Comments**
- 6) **President's Report**
- 7) **City Attorney Report**
- 8) **Administrative Update:**
 - A) Service Department update
 - B) Police Department Update
 - C) Recreation and Parks Update
 - D) Finance Department Update
 - E) Mayor's Update
- 9) **Consent Agenda:**
 - A) Ordinance 19-21: An ordinance to amend 262.02 (c)(13), Tuition Reimbursement, in order to allow for tuition reimbursement for employees hired after January 1, 2012 (introduced by Mr. Markham on May 11, 2021)
 - B) Ordinance 20-21: An ordinance to appropriate \$175,000 from the General Fund into the Grants Account for the purpose of paying for reimbursable costs associated with the Livingston Avenue Plan and Jeffrey Mansion HVAC upgrades (introduced by Mr. Markham on May 11, 2021)
 - C) Ordinance 21-21: An ordinance authorizing participation in the ODOT road salt contracts

awarded in 2021 (introduced by Troy Markham on May 11, 2021)

- D) Resolution 06-21: A resolution to adopt the tax budget for calendar year 2022 attached hereto as "Exhibit A" (introduced by Mr. Markham on May 11, 2021)
- E) Minutes from the May 25, 2021 City Council Meeting

10) Ordinances/Resolutions with visiting presenters

11) Third Readings:

- A) Resolution 05-21: A Resolution approving the 2021 Bicycle Friendly Bexley Plan (introduced by Richard Sharp on May 11, 2021)
 - i) [Link to proposed Bike Boulevard map](#)
- B) Ordinance 22-21: An ordinance to place proposed amendments to the City of Bexley Charter for voter approval on the November 2021 ballot (introduced by Ms. Lampke on May 11, 2021)
- C) Ordinance 23-21: **An Ordinance accepting the donation of an Access Easement, Conservation Easement and 1.175 acres of real property adjacent to and east of Alum Creek to the City of Bexley (introduced by Mr. Klingler on 5/11/2021)**

12) Second Readings:

- A) Resolution 07-21, confirming the Mayor's appointments of members to the Architectural Review Board; the Board of Zoning Appeals and Planning; the Recreation and Parks Board; the Tree and Public Gardens Commission; the Board of Health; the Civil Service Commission; the Community Reinvestment Area Housing Council; the Tax Incentive Review Council, the Board of Tax Review; the Records Commission; and the Bexley Community Improvement Corporation, Introduced by Ms. Lampke (introduced May 25, 2021)
- B) Ordinance 24-21, 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 25-21, **to amend Sections 1220.03, 1220.05, 1223.06, and 1223.08 to specify the membership, quorum, and majority vote of the Board of Zoning Appeals and Planning and the Architectural Review Board**, Introduced by Ms. Saad (introduced on May 25, 2021)

13) First Readings:

- A) Ordinance 26-21 to amend section 262.02(e) to allow for the payout of sick leave to part-time employees upon termination from service with the City (introduced by Mr. Markham on June 8, 2021)
- B) Ordinance 27-21 to appropriate \$281,500 from the Capital Fund and \$240,000 from the Refuse Fund for the purpose of funding mid-2021 Capital Projects (introduced by Mr. Markham on June 8, 2021)

14) Tabled Ordinances:

- A) Ordinance 12-21, to adopt and approve the City of Bexley Electric Aggregation Plan of Operation and Governance, and to declare an emergency, introduced by Mr. Sharp

(introduced on March 9, 2021).

- 15) **Zoning and Development Committee - Jessica Saad, Chair**
- 16) **Recreation and Parks Committee - Matt Klingler, Chair**
- 17) **Judiciary and Strategic Committee - Monique Lampke, Chair**
- 18) **Service and Environmental Committee - Richard Sharp, Chair**
- 19) **Finance Committee - Troy Markham, Chair**
- 20) **Safety and Health Committee - Jen Robinson, Chair**
- 21) **Public Comments (No Speaker Slip Required)**
- 22) **Adjourn**

All agendas are subject to change.

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) 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

June 8th 2021

Street Department:

The Street Dept. crews are currently working at Schenider park on a cleanup project. Once the crews are finished the trail will be paved along with other improvements in the area. The crew is also working on asphalt spot patches.

Water and Sewer Department:

The Water/Sewer crew are assisting a local engineering firm with preliminary utility markings for a GIS project. The project will start in mid-June and should be finished by August. The crew will be doing the annual hydrant flushing the week of June 21st.

Urban Forestry/Grounds Maintenance:

The tree crew are starting to work on trimming trees along the parade route. The grounds crew are mowing and working on bed maintenance. The hanging flower baskets have been installed along Main Street. The city flowers have been installed.

2020 Sidewalk Project

The 2020 Sidewalk program has been completed. Invoices will be sent out this week.

2021 Street Projects

Vernon-Main to Livingston- The project will include water main line replacement and asphalt resurfacing. The project has started and should be finished in September 2021.

Drexel-Main to Broad-Preliminary work will begin the 1st week of June. The water main installation will begin late June. The project will include water line replacement, storm line improvements, and asphalt resurfacing. This will be a joint project between the city and ODOT.

The 2021 annual street project will include these streets:

Caroline-from Drexel to Cassady

Charles-from Sheridan to College

Pleasant Ridge-from Main to Mound

Mound-Pleasant Ridge to Euclaire .

2021 Sidewalk Project

The project will start in late in Mid June. The project area is in the central area of the city and roughly will be between Cassady to Remington. The notices were sent out this week, giving the residents an option to use the city contractor or hire their own contractor. This would be for sidewalk panels that weren't related to a city issue.

Service Dept. Highlights

- A painting project started this week. The project will include the painting of hydrants and street light poles.
- The back-flow preventer program is under way and inspections are taking place. So far there has been 71 inspections that residents have scheduled with the contractors.
- Two flow and level monitors have been installed in the storm and sanitary sewer system. We are currently monitoring the data as it comes back in.
- Working on the city's sign inventory to prepare for a large-scale sign replacement program.
- The 2021 Bexley High School senior class banners have been installed on Main Street.
- The DORA signs will be installed this week.



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Council Update – Chief of Police

June 8, 2021

Comments from Administrative Sergeant Overly: I completed redaction of all body camera and cruiser cam completed for a public records request.

The BCPA Alumni will tour the Horton Emergency Vehicle Plant as part of their continuing education.

Bike with Officer Chapman will be held on Saturday, June 12th.

Comments from Detective Sergeant Brickey: Detective Jon Byrd recently identified a man responsible for a robbery at our speedway on Livingston and College. The suspect and his accomplice assaulted the clerk as they were trying to flee with stolen merchandise. The suspects fled before the police arrived. The suspect was also later implicated in a shooting that occurred at Livingston and Alum Creek.

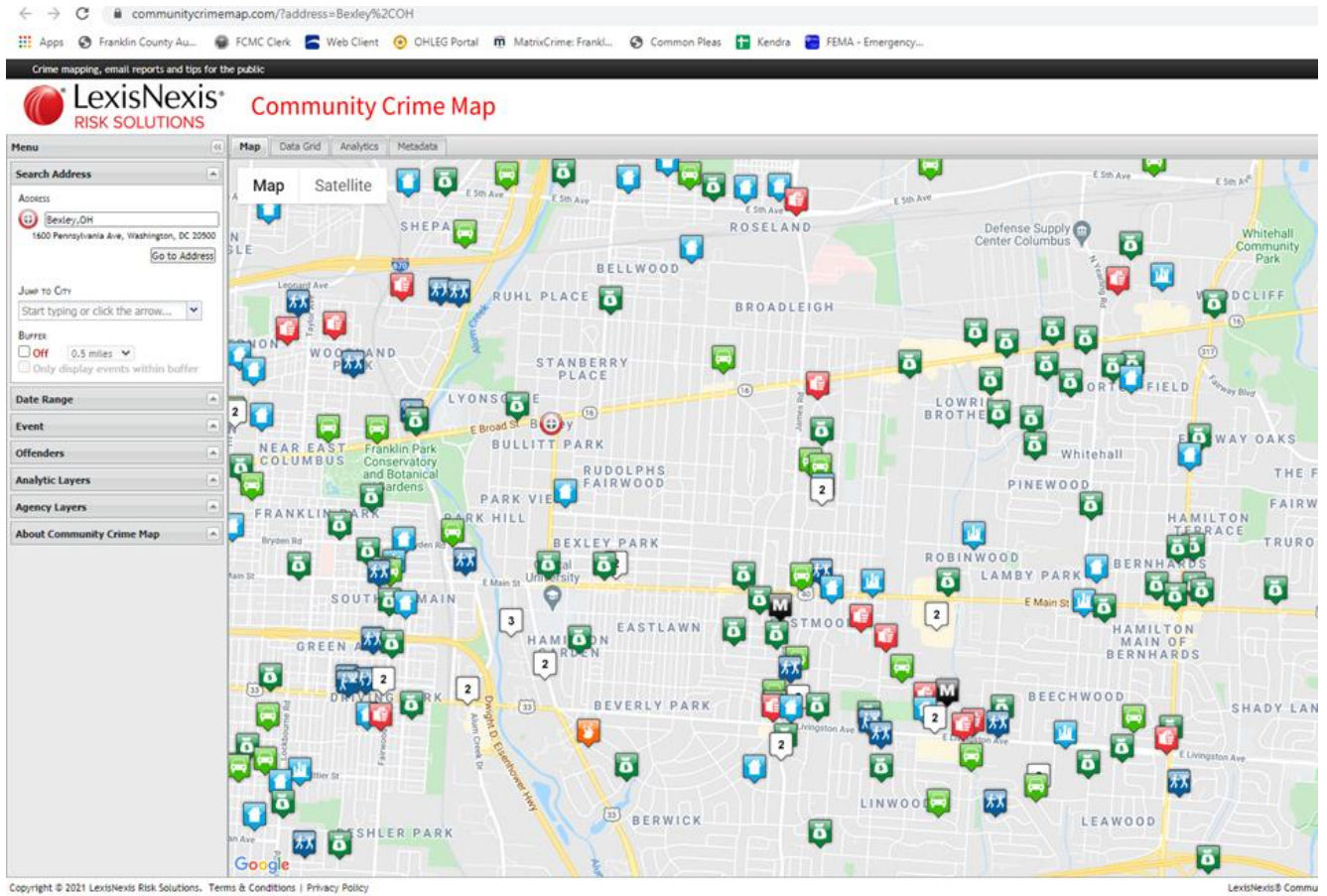
Looking at year over year stats, property crime remains relatively flat with an exception being motor vehicle thefts up 50% but even this is a little misleading. We've had 9 this year versus 6 in 2020 during the same period. The number that jumps out is the 45% increase in crimes against persons which includes assaults, kidnapping, sexual assaults and intimidation. With the most troubling stat being the 7 aggravated assaults in 2021 versus zero in 20 during the same period. Weapons law violations are also up 60% year over year, 16 in 2021 versus 10 in 2020. Another troubling trend are those who are resisting arrest, 3, and those that are fleeing, 5.

For those interested in seeing where these crimes are occurring, I would encourage you to use the link below to view the community crime map in Lexis Nexis. This module captures surrounding areas as well as our local crimes.

See the next page for the link and a screen shot of a crime map.

Lexis Nexis:

<https://www.communitycrimemap.com/?address=Bexley%2COH>



Statistics:

| Dates | Calls for Service | Reports | Thefts | Burglaries | Robberies | Arrests |
|-----------------|-------------------|---------|--------|------------|-----------|---------|
| 1/1 - 6/2/2021 | 4978 | 752 | 91 | 19 | 7 | 178 |
| 1/1 - 6/2/2020 | 5698 | 621 | 100 | 31 | 5 | 179 |
| 6/2/20 - 6/2/21 | 11192 | 1688 | 290 | 74 | 13 | 376 |
| 6/2/19 - 6/2/20 | 14775 | 1645 | 268 | 81 | 9 | 437 |

ORDINANCE NO. 19 - 21

By: Troy Markham

An ordinance to amend 262.02 (c)(13), Tuition Reimbursement, in order to allow for tuition reimbursement for employees hired after January 1, 2012

WHEREAS, The Tuition Reimbursement Program was modified in 2011 to apply only to employees hired prior to January 1, 2012, following the elimination of the estate tax and the reduction in the local government fund; and

WHEREAS, Financial conditions have since improved at the City of Bexley;

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

Section 1.

That Chapter 262 (c)(13) hereby amended as follows:

(13) Tuition reimbursement program.

A. Participation.

Employees ~~hired prior to January 1, 2012~~ are eligible to participate in a tuition reimbursement program. Participation shall be voluntary and available only for job-related, self-development courses taken during non-working hours. All course work must be taken in accordance with a planned program approved in advance by the employee's department head.

B. Reimbursement.

For approved courses, an employee shall be reimbursed one hundred percent (100%) of the tuition expense and expenses incurred for required textbooks, to a maximum of four thousand dollars (\$4,000) during each calendar year, provided that the employee satisfactorily completes the approved course by attaining a grade C or better, or an equivalent. No reimbursement is available for a any other expense related to course attendance. Reimbursements shall be made to an employee upon submission of official transcripts, tuition statements and receipts for textbooks.

C. Tuition Reimbursement Repayment.

If an employee, within two years of receipt of tuition reimbursement, leaves City employment for any reason other than to commence regular or disability retirement, the employee shall repay the City any and all tuition reimbursement received during the two-year period prior to leaving City employment.

D. Annual Tuition Reimbursement Cap.

The City shall cap **overall** tuition reimbursements **based on annual appropriations** ~~to a total of \$10,000 per year~~, with reimbursements provided on a "first come, first served" basis.

Section 2.

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

Passed _____, 2021

Lori Ann Feibel, President of Council

Attest: _____, 2021
William Harvey, Clerk of Council

Approved: _____, 2021

Benjamin Kessler, Mayor

First Reading:
Second Reading:
Third Reading:

ORDINANCE NO. 20 - 21

By: Troy Markham

An ordinance to appropriate \$175,000 from the General Fund into the Grants Account for the purpose of paying for reimbursable costs associated with the Livingston Avenue Plan and Jeffrey Mansion HVAC upgrades.

WHEREAS, The Joint Livingston Avenue Plan is a joint project between the City of Columbus and the City of Bexley; and

WHEREAS, The City of Bexley is administering the payment of the contractor for the plan, and will be reimbursed by the City of Columbus for half of the cost of the plan; and

WHEREAS, The Grants Account is used to pay reimbursable expenses for special projects;

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

Section 1.

That \$75,000 is hereby appropriated from the general fund into the Grants Account, in order to pay for costs associated with the City of Columbus' portion of the Joint Livingston Avenue Plan.

Section 2.

That \$100,000 is hereby appropriated from the General Fund into the Grants Account, in order to pay for reimbursable costs associated with relocating and upgrading HVAC equipment at Jeffrey Mansion.

Section 3.

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

Passed: _____, 2021

Lori Ann Fiebel, President of Council

Attest: _____
William Harvey, Clerk of Council

Approved: _____, 2021

Ben Kessler, Mayor

Ordinance 21 – 21

By: Troy Markham

Authorizing participation in the ODOT road salt contracts awarded in 2021

WHEREAS, the City of Bexley (hereinafter referred to as the “Political Subdivision”) hereby submits this written agreement to participate in the Ohio Department of Transportation’s (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT’s signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision’s participation in the road salt contract; and
- d. The Political Subdivision’s electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its electronically **submitted** salt quantities from its awarded salt supplier during the contract’s effective period; and
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and
- g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than June 11th. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision’s participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision’s participation agreement and/or a Political Subdivision’s request to rescind its participation agreement.

NOW, THEREFORE, be it Ordained by the Council of the City of Bexley, Ohio:

Section 1.

That this participation agreement for the ODOT road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT salt contract.

Section 2.

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

Passed: _____, 2021

Lori Ann Feibel President of Council

Attest: _____
William Harvey, Clerk of Council

Mayor Ben Kessler

RESOLUTION 06 - 21

By Troy Markham:

**A RESOLUTION TO ADOPT THE TAX BUDGET FOR CALENDAR YEAR 2022 ATTACHED
HERETO AS EXHIBIT A.**

Whereas, Section 5705.28(A)(2) of the Ohio Revised Code requires the City to adopt and file the 2022 Tax Budget with the Franklin County Auditor’s Office on or before July 20, 2021;

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

This budget for the year beginning January 1, 2022 has been adopted by Bexley City Council and is herewith submitted for consideration of the County Budget Commission.

Passed _____

Lori Ann Feibel, President of Council

Ben Kessler, Mayor

Attest _____
William Harvey, Clerk of Council

Reading 1: May 11, 2021

Reading 2:

Reading 3:

**City of Bexley
General Fund 2022 Tax Budget**

| | 2019 Actual | 2020 Actual | 2021 Forecast | 2022 budget |
|--|------------------------|------------------------|--------------------------|------------------------|
| <u>Operating Revenue</u> | | | | |
| City Income Tax | \$ 12,702,274 | \$ 13,009,446 | \$ 12,358,973 | 13,347,691 |
| Local Government | 467,311 | 442,657 | 420,000 | 420,000 |
| Real Estate Tax | 491,717 | 487,853 | 410,000 | 410,000 |
| Interest | 317,635 | 252,346 | 320,000 | 320,000 |
| Building Permits | 301,177 | 326,860 | 416,000 | 416,000 |
| Franchise Fees | 177,333 | 182,124 | 295,000 | 295,000 |
| Grants | 233,104 | 356,244 | 465,000 | 100,000 |
| CIC Revenue | 160,000 | 171,667 | 170,000 | 170,000 |
| All Other | 185,129 | 711,539 | 389,000 | 389,000 |
| Total Operating Revenue | \$ 15,035,680 | \$ 15,940,736 | \$ 15,243,973 | 15,867,691 |
| <u>Operating Expenses</u> | | | | |
| General Government | | | | |
| Personal Services | \$ 1,146,644 | \$ 1,329,847 | \$ 1,440,257 | 1,467,746 |
| Grant Reimbursed Expenditures | 111,535 | 389,320 | 565,000 | 100,000 |
| Other | 1,113,877 | 1,061,522 | 1,434,362 | 1,461,886 |
| Total General Government | \$ 2,372,056 | \$ 2,780,689 | \$ 3,439,619 | 3,029,632 |
| Public Health and Safety | | | | |
| Personal Services | \$ 4,671,236 | \$ 5,129,366 | \$ 5,287,287 | 5,468,214 |
| Other | 3,212,438 | 3,377,712 | 3,541,360 | 3,662,543 |
| Total Public Health and Safety | \$ 7,883,674 | \$ 8,507,078 | \$ 8,828,647 | 9,130,757 |
| Public Service | | | | |
| Personal Services | \$ 969,992 | \$ 858,944 | \$ 1,125,454 | 1,156,400 |
| Other | 529,094 | 420,797 | 544,125 | 809,086 |
| Total Public Service | \$ 1,499,086 | \$ 1,279,741 | \$ 1,669,579 | 1,965,486 |
| Recreation | | | | |
| Personal Services | \$ 336,099 | \$ 308,288 | \$ 373,519 | 378,270 |
| Other | 201,035 | 333,177 | 264,340 | 267,702 |
| Total Recreation | \$ 537,134 | \$ 641,465 | \$ 637,859 | 645,972 |
| Debt service | \$ 1,140,703 | \$ 1,088,014 | \$ 629,236 | 942,661 |
| Estimated Additional Appropriations | | | 50,000 | 50,000 |
| Estimated Unspent Appropriation | | | (267,000) | (267,000) |
| Total Operating Expenditures | \$ 13,432,652 | \$ 14,296,987 | \$ 14,987,940 | 15,497,508 |
| Revenue Over (Under) Expenditures | \$ 1,603,028 | \$ 1,643,749 | \$ 256,033 | 370,183 |
| Other Financing Sources | | | | |
| OPWC Rebate | | | 397,071 | |
| Debt Service repayment | | 307,476 | | |
| Total Other Financing Sources | \$ | \$ 307,476 | \$ 397,071 | 0 |
| Other Financing Uses - Capital Expenditures | | | | |
| Transfer to Capital Improvements Fund | \$ 200,000 | \$ 1,250,000 | \$ 300,000 | 400,000 |
| Transfer to Road and Alley | | | | |
| Operating Transfers | | 100,000 | 30,000 | 30,000 |
| Transfer to Budget Stability | 100,000 | 100,000 | | 100,000 |
| Total Other Financing Uses | \$ 300,000 | \$ 1,450,000 | \$ 330,000 | 530,000 |
| <u>Beginning Cash Fund Balance</u> | | | | |
| Net Current Year Increase (Decrease) | \$ 1,303,028 | \$ 501,225 | \$ 323,104 | (159,817) |
| Prior year Encumbrance Expenditures | \$ (200,678) | (302,461) | (522,319) | |
| Ending Cash Fund Balance | 3,079,601 | 3,278,365 | 3,079,150 | 2,919,334 |
| Year End Outstanding Encumbrances | (465,833) | | | |
| Ending Unencumbered Balance | \$ 2,613,768 | \$ 3,278,365 | \$ 3,079,150 | 2,919,334 |

Police Pension Fund 2022 Tax Budget

| | 2019 Actual | 2020 Actual | 2021 Forecast | 2022 Budget |
|---------------------------------------|------------------------|------------------------|--------------------------|------------------------|
| <u>Revenue</u> | | | | |
| Property Tax Revenue | \$ 533,750 | \$ 530,555 | \$ 530,000 | \$ 530,500 |
| Total Revenue | \$ 533,750 | \$ 530,555 | \$ 530,000 | \$ 530,500 |
| <u>Expenditures</u> | | | | |
| Personal Services | \$ 637,943 | \$ 694,404 | \$ 734,492 | \$ 752,854 |
| Other | 7,064 | 6,803 | 6,500 | 6,500 |
| | \$ 645,007 | \$ 701,207 | \$ 740,992 | \$ 759,354 |
| Revenues Over(Under) Expenditures | \$ (111,257) | \$ (170,652) | \$ (204,492) | \$ (222,354) |
| <u>Other Financing Sources</u> | | | | |
| Transfers from General Fund | \$ 161,221 | \$ 188,271 | \$ 204,492 | \$ 222,354 |
| Total Other Sources | \$ 161,221 | \$ 188,271 | \$ 204,492 | \$ 222,354 |
| <u>Other Financing Uses</u> | | | | |
| Prior Year Encumbrances | _____ | _____ | _____ | _____ |
| Total Other Uses | _____ | _____ | _____ | _____ |
| <u>Beginning Fund Balance</u> | \$ 196,187 | \$ 246,151 | \$ 263,770 | \$ 263,770 |
| Net Increase (Decrease) | 49,964 | 17,619 | 0 | 0 |
| Ending Fund Balance | \$ 246,151 | \$ 263,770 | \$ 263,770 | \$ 263,770 |

Road and Alley Fund 2022 Tax Budget

| | <u>2019 Actual</u> | <u>2020 Actual</u> | <u>2021 Forecast</u> | <u>2022 Budget</u> |
|---|------------------------|------------------------|--------------------------|------------------------|
| <u>Revenue</u> | | | | |
| Property Tax Revenue | \$ 1,998,506 | \$ 2,021,443 | \$ 1,957,000 | \$ 2,021,443 |
| Other Revenue | 36,180 | 95,200 | 189,400 | 95,200 |
| Total Revenue | \$ 2,034,686 | \$ 2,116,643 | \$ 2,146,400 | \$ 2,116,643 |
| <u>Expenditures</u> | | | | |
| Operating Expenditures | \$ 997,434 | \$ 886,309 | \$ 1,038,469 | \$ 1,000,000 |
| Revenues Over(Under) Expenditures | \$ 1,037,252 | \$ 1,230,334 | \$ 1,107,931 | \$ 1,116,643 |
| <u>Other Financing Uses</u> | | | | |
| Debt Service/Transfer to Bond Retirement Fund | \$ 565,925 | \$ 565,925 | \$ 931,384 | \$ 676,988 |
| Prior Year Encumbrances | \$ 244,565 | \$ 212,213 | \$ 495,828 | |
| Total Other Uses | \$ 810,490 | \$ 778,138 | \$ 1,427,212 | \$ 676,988 |
| <u>Beginning Cash Balance</u> | | | | |
| Net Increase (Decrease) | 226,762 | 452,196 | (319,281) | 439,655 |
| Ending Cash Balance | 539,893 | 992,089 | 672,808 | 1,112,463 |
| Encumbrances Carried Forward | (231,799) | 495,828 | | |
| Ending Unencumbered Balance | \$ 308,094 | \$ 496,261 | \$ 672,808 | \$ 1,112,463 |
| Reserved Fund Balance (1) | 290,000 | 525,000 | 702,000 | 818,000 |
| Ending Unreserved Balance | \$ 18,094 | \$ (28,739) | \$ (29,192) | \$ 294,463 |

(1) Resolution 21-18

Main St. Public Imp. Tax Inc. Eq. Fund 2022 Tax Budget

| | <u>2019</u> <u>Actual</u> | <u>2020</u> <u>Actual</u> | <u>2021</u> <u>Forecast</u> | <u>2022</u> <u>Budget</u> |
|---|------------------------------|------------------------------|--------------------------------|------------------------------|
| <u>Revenue</u> | | | | |
| Property Tax Revenue | \$329,952 | \$304,685 | \$304,000 | \$ 304,000 |
| Other Revenue | | | | |
| Total Revenue | <u>\$329,952</u> | <u>\$304,685</u> | <u>\$304,000</u> | <u>\$ 304,000</u> |
| <u>Expenditures</u> | | | | |
| Operating Expenditures | \$ 83,369 | \$ 66,985 | \$126,500 | \$ 126,500 |
| Revenues Over(Under) Expenditures | \$246,583 | \$237,700 | \$177,500 | \$ 177,500 |
| <u>Other Financing Uses</u> | | | | |
| Debt Service/Transfer to Bond Retirement Fund | \$160,665 | \$161,750 | \$163,485 | \$ 163,485 |
| Prior Year Encumbrances | 14,120 | 113,017 | 43,672 | |
| Total Other Uses | <u>\$174,785</u> | <u>\$274,767</u> | <u>\$207,157</u> | <u>\$ 163,485</u> |
| <u>Beginning Fund Balance</u> | | | | |
| Net Increase (Decrease) | 71,798 | (37,067) | (29,657) | 14,015 |
| Ending Fund Balance | <u><u>\$259,354</u></u> | <u><u>\$222,287</u></u> | <u><u>\$192,630</u></u> | <u><u>\$ 206,645</u></u> |

City Hall TIF Fund 2022 Tax Budget

| | <u>2019 Actual</u> | <u>2020 Actual</u> | <u>2021 Forecast</u> | <u>2022 Budget</u> |
|---|-------------------------|--------------------------|--------------------------|------------------------|
| Revenue | | | | |
| TIF Revenue | \$ 196,390 | \$ 108,000 | \$ 108,400 | \$ 108,400 |
| Other Revenue | | | | |
| Total Revenue | <u>\$ 196,390</u> | <u>\$ 108,000</u> | <u>\$ 108,400</u> | <u>\$ 108,400</u> |
| Expenditures | | | | |
| Operating Expenditures | \$ 31,346 | \$ 99,973 | \$ 13,779 | \$ 19,000 |
| Revenues Over(Under) Expenditures | \$ 165,044 | \$ 8,027 | \$ 94,621 | \$ 89,400 |
| Other Financing Uses | | | | |
| Debt Service/Transfer to Bond Retirement Fund | \$ 87,975 | \$ 90,950 | \$ 88,700 | \$ 88,700 |
| Prior Year Encumbrances | | | | |
| Total Other Uses | <u>\$ 87,975</u> | <u>\$ 90,950</u> | <u>\$ 88,700</u> | <u>\$ 88,700</u> |
| Beginning Fund Balance | | | | |
| | \$ - | \$ 77,069 | \$ (5,854) | \$ 67 |
| Net Increase (Decrease) | <u>77,069</u> | <u>(82,923)</u> | <u>5,921</u> | <u>700</u> |
| Ending Fund Balance | <u><u>\$ 77,069</u></u> | <u><u>\$ (5,854)</u></u> | <u><u>\$ 67</u></u> | <u><u>\$ 767</u></u> |

Funds Not Receiving Property Tax 2022 Tax Budget

| Fund | Estimated Unencumbered balance 1/1/2022 | Budget Year Estimated Revenue | Total Available for Expenditures | Estimated Expenditures for Personal Services | Estimated Other Expenditures | Estimated Unnumbered Fund Balance 12/31/2022 |
|--|---|-------------------------------------|--|--|---------------------------------|--|
| Special Revenue Funds | | | | | | |
| STATE HIGHWAY | \$ 121,151 | \$ 90,500 | \$ 211,651 | \$ 12,763 | \$ 55,000 | \$ 143,888 |
| STREET MAINTENANCE AND REPAIR | 23,039 | 972,000 | 995,039 | 642,242 | 303,920 | 48,877 |
| RECREATION | 335,162 | 1,490,000 | 1,825,162 | 1,230,661 | 512,974 | 81,527 |
| SWIMMING POOL | 279,199 | 320,000 | 599,199 | 15,000 | 300,000 | 284,199 |
| LAW ENFORCE. TRUST FUND | 9,909 | 1,000 | 10,909 | | | 10,909 |
| BEXLEY BEAUTIFICATION FUND | 3,808 | | 3,808 | | | 3,808 |
| FRIENDS OF JEFFREY PARK FUND | 1,312 | 1,200 | 2,512 | | 1,200 | 1,312 |
| ENFORCEMENT & EDUCATION FUND | 20,764 | 600 | 21,364 | | | 21,364 |
| BEXLEY YOUTH ATHLETIC FUND | 8,462 | 10,800 | 19,262 | | 12,000 | 7,262 |
| TOURISM PROMOTION AND COMMUNITY EVENTS | 6 | 3,000 | 3,006 | | 3,000 | 6 |
| EVENTS AND EQUIPMENT FUND | 3,289 | | 3,289 | | | 3,289 |
| MARYANNA HOLBROOK SCHOLARSHIP | 57,842 | 30,000 | 87,842 | | 30,000 | 57,842 |
| MAYOR'S COURT COMPUTER FUND | 687 | 1,500 | 2,187 | | 1,500 | 687 |
| TAX INCENTIVE FUND | 3,537 | | 3,537 | | | 3,537 |
| BEXLEY LAND BANK FUND | 67,332 | | 67,332 | | | 67,332 |
| JEFFREY MANSION FUND | 460,500 | | 460,500 | | | 460,500 |
| Friends of Jeffrey Mansion Preschool | 1,798 | 500 | 2,298 | | 500 | 1,798 |
| Neighbors Helping Neighbors Fund | 2,897 | | 2,897 | | | 2,897 |
| BEXLEY CELEBRATIONS AND EVENT FUND | - | 65,000 | 65,000 | | 65,000 | - |
| Total Special Revenue Funds | \$ 1,400,695 | \$ 2,986,100 | \$ 4,386,795 | \$ 1,900,667 | \$ 1,285,094 | \$ 1,201,034 |
| Debt Service Funds | | | | | | |
| BOND RETIREMENT | \$ 465,846 | \$ 1,783,784 | 2,249,630 | | \$ 1,783,784 | 465,846 |
| ECONOMIC DEVELOPMENT BOND SERV | 16,897 | 91,450 | 108,347 | | 91,450 | 16,897 |
| Total Debt Service Funds | \$ 482,743 | \$ 1,875,234 | \$ 2,357,977 | \$ - | \$ 1,875,234 | \$ 482,743 |
| Capital Projects Funds | | | | | | |
| SPECIAL ASSESSMENTS | \$ 67,701 | \$ 55,000 | \$ 122,701 | | \$ 55,000 | \$ 67,701 |
| CAPITAL IMPROVEMENTS | 417,443 | 400,000 | 817,443 | | 800,000 | 17,443 |
| Total Capital Projects Funds | \$ 485,145 | \$ 455,000 | \$ 940,145 | \$ - | \$ 855,000 | \$ 85,145 |
| Enterprise Funds | | | | | | |
| WATER | \$ 1,537,889 | \$ 2,837,871 | \$ 4,375,760 | \$ 404,875 | \$ 2,267,300 | \$ 1,703,585 |
| SEWER | 2,805,515 | 2,900,880 | 5,706,395 | 251,125 | 3,030,000 | 2,425,270 |
| REFUSE | 1,609,919 | 1,295,000 | 2,904,919 | 88,297 | 1,150,000 | 1,666,622 |
| Total Enterprise Funds | \$ 5,953,324 | \$ 7,033,751 | \$ 12,987,074 | \$ 744,297 | \$ 6,447,300 | \$ 5,795,477 |
| Fiduciary Funds | | | | | | |
| POLICE PENSION | \$ 263,771 | \$ 740,000 | \$ 1,003,771 | \$ 752,854 | \$ 6,500 | \$ 244,416 |
| BLDG. STANDARDS FEE ASSESSMENT | 10,359 | 1,800 | 12,159 | | 1,800 | 10,359 |
| UNCLAIMED FUNDS | 11,491 | | 11,491 | | | 11,491 |
| SEWER CAPACITY FUND | 14,873 | | 14,873 | | | 14,873 |
| POLICE OFFICER OPTIONAL EQUIPMENT FUND | 14,482 | | 14,482 | | | 14,482 |
| HEALTH INSURANCE FUND | 473,873 | 1,207,500 | 1,681,373 | 1,207,500 | | 473,873 |
| Employee Separation Fund | 28,734 | 30,000 | 58,734 | 30,000 | | 28,734 |
| Total Fiduciary Funds | \$ 817,584 | \$ 1,979,300 | \$ 2,796,884 | \$ 1,990,354 | \$ 8,300 | \$ 798,229 |



Bexley City Council Minutes

May 25, 2021

6:00 p.m.

City Council Members:

President Lori Ann Feibel, Matt Klingler, Monique Lampke, Troy Markham, Jen Robinson, Jessica Saad, and Richard Sharp

Elected Officials:

Mayor Ben Kessler, Auditor Bill Harvey

Summary minutes are supplemented by a full audio record of meetings. To review meeting audio, please visit www.bexley.org/meetings.

1) Call to Order

Meeting was called to order by President Feibel at 6:02 p.m.

2) Rollcall

a) Members Present:

President Lori Ann Feibel, Matt Klingler, Monique Lampke, Troy Markham, Jen Robinson, Jessica Saad, and Richard Sharp

b) Members Absent:

None

3) Pledge of Allegiance - 6:03 p.m.

4) Presentations/ Special Guests

- a) **Zac Sutherland, COTA** presented on the East-West Corridor High Capacity Transit Plan. This plan looks at transportation to the 20 mile East-West corridor running from Prairie Township eastward, including Bexley's East Main Street. More information is available at www.linkuscolumbus.com. Mr. Sutherland answered a Council Member's question and Mayor Kessler explained the City's current position on this plan.

5) Public Comments

- a) **Laurie Katz, 299 S. Roosevelt** – Commented about the server and asked about the status of the housing developments; Mr. Kessler and Ms. Feibel responded.

Mayor Kessler explained pre-registration is required for the Zoom webinar and is intended only be used for those who have been unable to be vaccinated against COVID-19 or have underlying health conditions.

President Feibel shared there will be another opportunity for public comment on any topic at the end of the meeting.

- 6) **President's Report** – Thanked Council members for their work, shared the Bexley Celebrations and Events Committee is beginning the summer season on May 31st with Jazz in the Park and the Chamber's Food Truck Festival, and that she and Mayor Kessler met with community leaders at their quarterly roundtable.

- 7) **City Attorney Report** – Mr. Fishel shared the plans for the housing developments are paused and there is a pending appeal.

8) Administrative Updates

- a) **Service Department Update** - Mr. Bashore had nothing to add to written report. President Feibel, Ms. Lampke, and Mr. Sharpe praised the Department.
- b) **Police Department Update** – Chief Rinehart had nothing to add to his written report. Ms. Robinson, Ms. Saad, and Ms. Lampke thanked members of the Department.
- c) **Recreation and Parks Update** – Mr. Price discussed the opening of the David H. Madison Pool. Ms. Saad shared her research on other communities' pool openings. Mr. Price answered Council Members' questions.
- d) **Finance Department Update** – Mr. Harvey indicated there is no report.
- e) **Mayor's Update** - Mayor Kessler provided highlights from his written report. Additionally, Mr. Sharp shared the winners and honorable mentions of the Love Your Alley program and Mayor Kessler lead a moment of silence in memory of George Floyd and made a statement regarding the steps Bexley has taken to fight systemic racism.

9) Ordinances/ Resolutions with Visiting Presenters

- a) Resolution 05-21: A Resolution approving the 2021 Bicycle Friendly Bexley Plan (introduced by Richard Sharp on May 11, 2021) – Catherine Girves of Toole Design indicated Bexley is poised to become one of the most bike-friendly cities in the area and shared her presentation.

Mr. Sharp and Mayor Kessler discussed this.

10) Consent Agenda

- a) Ordinance 18-21, to appropriate \$50,000 from the General Fund for the purpose of paying legal fees in 2021, introduced by Mr. Markham (introduced on April 27, 2021)
- b) Minutes from the May 11, 2021 City Council Meeting

**Motion for adoption of the Consent Agenda by Mr. Sharp, seconded by Ms. Robinson
Vote 7-0 PASSED;** Mr. Sharp indicated a typo which will be addressed.

11) Third Readings

12) Second Readings

- a) Ordinance 19-21: An ordinance to amend 262.02 (c)(13), Tuition Reimbursement, in order to allow for tuition reimbursement for employees hired after January 1, 2012 (introduced by Mr. Markham on May 11, 2021)

Mr. Markham said the maximum reimbursement allowed is \$4,000 per calendar year. Mr. Sharp discussed these funds as part of the budget. This item was added to the consent agenda.

- b) Ordinance 20-21: An ordinance to appropriate \$175,000 from the General Fund into the Grants Account for the purpose of paying for reimbursable costs associated with the Livingston Avenue Plan and Jeffrey Mansion HVAC upgrades (introduced by Mr. Markham on May 11, 2021)

Mr. Markham explained this ordinance and Mayor Kessler shared that it looks like the \$100,000 will be granted. This item was added to the consent agenda.

- c) Ordinance 21-21: An ordinance authorizing participation in the ODOT road salt contracts awarded in 2021 (introduced by Troy Markham on May 11, 2021)

This item was added to the consent agenda.

- d) Ordinance 22-21: An ordinance to place proposed amendments to the City of Bexley Charter for voter approval on the November 2021 ballot (introduced by Ms. Lampke on May 11, 2021)

Ms. Lampke led Council, Mr. Fishel, Mayor Kessler, and Auditor Harvey through a discussion of the five proposed bundles. Mr. Sharp commented on a suggestion he proposed at the last meeting.

John H. Offenberg, 33 N. Remington – spoke on his own behalf regarding language on the proposed Section 1.

Jim Wilson, 2404 Bexley Park Road – spoke regarding language on the proposed Section 1 and the requirements for membership of the Tree and Public Garden Commission.

Ms. Robinson and Mr. Sharp expressed their thoughts on the proposed Section 1 language.

- e) Ordinance 23-21: An Ordinance accepting the donation of an Access Easement, Conservation Easement and 1.175 acres of real property adjacent to and east of Alum Creek to the City of Bexley (introduced by Mr. Klingler on May 11, 2021)

Mr. Klingler and Mayor Kessler shared that there will be amendments to this ordinance.

- f) Resolution 06-21: A resolution to adopt the tax budget for calendar year 2022 attached hereto as “Exhibit A” (introduced by Mr. Markham on May 11, 2021)

This item is moved to the consent agenda.

13) First Readings

- a) Resolution 07-21, confirming the Mayor’s appointments of members to the Architectural Review Board; the Board of Zoning Appeals and Planning; the Recreation and Parks Board; the Tree and Public Gardens Commission; the Board of Health; the Civil Service Commission; the Community Reinvestment Area Housing Council; the Tax Incentive Review Council, the Board of Tax Review; the Records Commission; and the Bexley Community Improvement Corporation, Introduced by Ms. Lampke (introduced May 25, 2021)

Mayor Kessler discussed the specifics of this resolution.

- b) Ordinance 24-21, 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)

Mayor Kessler explained the RFP and the ordinance. Auditor Harvey discussed the finances associated with this. Council members asked questions about this ordinance.

- c) Ordinance 25-21, to amend Sections 1220.03, 1220.05, 1223.06, and 1223.08 to specify the membership, quorum, and majority vote of the Board of Zoning Appeals and Planning and the Architectural Review Board, introduced by Ms. Saad (on May 25, 2021)

Mayor Kessler, Mr. Fishel, Auditor Harvey, and Council members discussed this ordinance.

14) Tabled Ordinances

- a) Ordinance 12-21, 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 was taken on this ordinance.

15) Recreation and Parks Committee - Matt Klingler, Chair

Mr. Klingler had no report.

16) Judiciary and Strategic Committee - Monique Lampke, Chair

Ms. Lampke reported Dr. Jason Fine, Bexley City Schools' new superintendent will be attending the meeting. Additionally, the Bexley Pride Group's community crosswalk painting will take place on June 3rd at 7:00 PM.

17) Service and Environmental Committee - Richard Sharp, Chair

Mr. Sharp, Mr. Fishel, Mr. Kessler, and Ms. Feibel discussed Council's ability to plan for contingencies for the proposed housing developments.

18) Finance Committee - Troy Markham, Chair

Mr. Markham had no report.

19) Safety and Health Committee - Jen Robinson, Chair

Ms. Robinson shared information about upcoming Juneteenth events.

20) Zoning and Development - Jessica Saad, Chair

Ms. Saad shared that the next BZAP meeting is this Thursday at 6:00 PM and the next CIC meeting is next Tuesday at 6:00 PM.

President Feibel shared the Drexel is reopening and Auditor Harvey said the Memorial Day program is Monday at 11:00 AM.

21) Public Comments (No Speaker Slip Required) No one.

There is no one in attendance to make public comment.

22) Adjourn – Motion made by Ms. Saad, seconded by Mr. Klingler. Vote 7 – 0 ADJOURNED

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Minutes Approved: _____, 2021

Attest: _____
William Harvey, Clerk of Council

Lori Ann Feibel, President of Council

RESOLUTION NO. 05 - 21

By: Richard Sharp

A Resolution approving the 2021 Bicycle Friendly Bexley Plan

Whereas, Bexley is a compact community with a comparatively flat topography, and a grid street system that makes biking convenient and easy, and

Whereas, Bexley has a large population of children who need outlets to safe outdoor activities in order to provide a health balance to the time children spend indoors at school, and on electronic devices; and

Whereas, Bexley residents value a healthy lifestyle that biking can contribute to; and

Whereas, Bexley residents are conscientious of environmental concerns that are exasperated by short automobile trips that could be mitigated by biking; and

Whereas, Bexley’s network of secondary streets, sidewalks, and speed control policies present a baseline pedestrian and cyclist environment that will benefit from further bicycle infrastructure and policy improvements;

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

Section 1. That the 2021 Bicycle Friendly Bexley Plan, attached hereto as Exhibit A, is hereby approved as an aspirational guide for the City Administration to implement as street construction projects and funding sources warrant.

Section 2. That this Resolution shall go into full force and effect at the earliest period allowed by law.

Passed _____, 2021

Lori Ann Feibel, President of Council

Attest: _____, 2021
William Harvey, Clerk of Council

Approved: _____, 2021

Benjamin Kessler, Mayor

First Reading: 05-11-2021

Second Reading:

Third Reading:

SCOPE OF WORK

May 25, 2021

To: Mayor Kessler

Organization: City of Bexley

From: Catherine Girves

Project: Bicycle Friendly Bexley

Re: Recommendations

Bexley is well positioned to become one of the most bicycle friendly communities with the highest ridership in the region.

Bexley is a manageable 2.5 square miles with relatively flat topography. The approximately 48 miles of public roadway is primarily made up of low speed neighborhood streets. It is possible for residents to get daily needs met within the city. There are preschools, public and private schools to serve students from kindergarten through high school, and Capital University. Bexley has well supported parks, recreational facilities, and a library. The business community includes numerous restaurants, grocers, and a variety of other retail establishments including a bike shop. There are many places of worship representing a variety of faith traditions. A variety of housing types are available at many different price points, including market rate home ownership and rental, subsidized rental, and group living facilities.

Employment is available within the city boundaries and one of the largest employment centers in the region, Downtown Columbus, is within an easy bike or bus ride. That area is connected to another significant employment center, the University District by way of the Olentangy Trail and high frequency transit. Healthcare, including three world class hospitals are a short bike or bus ride outside the city limits.

There are also external supports for residents of Bexley choosing to travel by bike. High frequency transit travels through the community and each vehicle has racks for 2 bicycles. The Mid-Ohio Regional Planning Commission provides a free insurance program that will pay for a cab ride, including tip, home from work up to four times/year for people commuting by bike or other sustainable means of transportation who have an unexpected emergency. AAA provides a bicycle break down service as part of its regular membership. CoGo bike share has three bike share docking stations in Bexley that connect to a larger regional network and include standard bikes and pedal assist e-bikes. CoGo bike share offers membership at a variety of levels including one that is accessible to people with low income.

Elected leadership is supportive of bicycle friendly initiatives. Volunteer community leaders advocate for the creation of a bicycle friendly community. Children lobby for more bike parking. Many regular residents, of all ages and abilities, already regularly travel by bike.

This does not mean change will be easy. Creating a bicycle friendly community in a national and regional environment built for car travel and in a culture that regularly shames people who don't drive will not be easy. But the City of Bexley has a history of bold leadership, persistently working to address impediments, and succeeding at hard tasks.

Between the fall of 2019 and the spring of 2021, amidst many distractions, leaders and residents of Bexley dedicated time and creativity to imagine and plan for a more bicycle friendly community. Clearly creating a more bicycle friendly is a priority. Bexley is well positioned to succeed at becoming one of the most bicycle friendly communities in Central Ohio with the highest ridership in the region.

Infrastructure Recommendations

Investments in infrastructure have been shown to influence the behavior of people driving, the comfort of people biking, and the real and perceived safety of all road, sidewalk, and trail users. The goal of these infrastructure recommendations is to increase safety and comfort of all who currently bike and those who are interested in biking who don't currently feel comfortable doing so.

Create Four Bicycle Boulevard Routes

Bicycle Boulevards are streets with low motorized traffic volumes and speeds, designated and designed to give people traveling by bicycle priority. Bicycle Boulevards use signs, pavement markings, and speed and volume management measures to discourage through trips by motor vehicles and create safe, convenient bicycle crossings of busy arterial streets. More information on bicycle boulevards is available here <https://nacto.org/publication/urban-bikeway-design-guide/bicycle-boulevards/>

The following routes cover approximately 8 miles (16% of Bexley streets) on low stress streets connecting residents to common destinations in Bexley including all public schools, the library, parks, affordable housing, and to travel directly to or within a short block of primary business districts.

Cassingham/Roosevelt route

- Cassingham Road from Delmar Drive to Fair Avenue
- Fair Avenue (both sides) from Cassingham Road to Roosevelt Avenue
- Roosevelt Avenue from Fair Avenue to Livingston Avenue
- Incorporates a loop around the school complex along Elm Avenue from Cassingham Road to Stanwood Road; and Stanwood Road from Elm Avenue to Fair Avenue

The Cassingham/Roosevelt route is 2.6 miles and runs the entire north/south length of Bexley. The route includes Cassingham Elementary, the Middle and High Schools, and is within a .4 mile of Broad Street destinations including Columbus School for Girls, several places of worship and an apartment complex. The Cassingham/Roosevelt route crosses Broad Street, Main Street, and Livingston Avenue at existing traffic lights. This route intersects with the Maryland route, the Sherwood route, and the Sheridan/Mound route.

Sherwood route

- Sherwood Road (entire length) from Gould Road to Drexel Avenue
- Drexel Avenue from Sherwood Road to Bryden Road
- Bryden Road from Drexel Avenue to Westland Avenue
- Westland Avenue from Bryden Road to Park Hill Drive
- Park Hill Drive to the Alum Creek Trail on ramp
- with a spur at Remington Road from Sherwood Road to Mound Street

The Sherwood route is 1.4 miles and runs the entire east/west length of Bexley. This route travels directly to Montrose Elementary, the Alum Creek Trail, and parallel to the Main Street business corridor. The addition of wayfinding signs at Parkview, Drexel, Dawson, Cassady, Cassingham, Remington, Roosevelt, and Gould would facilitate easy travel from this route to Main Street businesses. This route intersects with the Maryland route, Sheridan/Mound route and the Cassingham/Roosevelt route. This route also connects Bexley to downtown Columbus (via the Oak Street Bike Blvd); the Jewish Community Center (via the Alum Creek Trail); and regional recreational riders (via the Alum Creek Trail) to the Main Street business corridor. The Sherwood route includes crossing at the existing Main Street traffic light.

The addition of a drinking fountain/bottle fill station, bike fix-it station, and a larger wayfinding sign including a map of the Main Street business corridor placed at Park Hill would encourage Alum Creek Trail travelers to patronize Bexley businesses and accommodate residents.

The comfort of traveling this route would be improved by adding a bike lane on Drexel Avenue.

Sheridan/Mound route

- Sheridan Avenue (entire length) to Main Street
- Mound Street (entire length) from Sheridan Avenue to Chelsea Avenue
- with a connection to the Sherwood route via Main Street from Sheridan Avenue to Drexel Avenue, and Drexel Avenue from Main Street to Bryden Road

The Sheridan/Mound route is 1.8 miles and runs north/south in South Bexley and east/west parallel to the Main Street business corridor. This route travels directly to destinations at Schneider Park (shelter house, playground, community gardens and athletic fields), Capital University, Trinity Lutheran Seminary, Montrose Elementary, and five apartment complexes as well as affordable housing on Ferndale Place and Mayfield Place. The Sheridan/Mound route includes existing traffic lights at College Avenue, Drexel Avenue and Livingston Avenue.

The addition of wayfinding signs at College, Pleasant Ridge, Euclaire, Cassingham, Montrose, Remington, Vernon, Roosevelt, Grandon, and Chelsea would facilitate easy travel from this route to Main Street businesses. This route includes two CoGo bike share stations and intersects with the Sherwood route and the Cassingham/Roosevelt route.

The comfort of traveling this route would be improved by adding a bike lane on Drexel Avenue and a bike lane or sharrows on Main Street.

Maryland route

- Cassady Avenue from the Railroad tracks to Maryland Avenue
- Maryland Avenue (entire length) from Gould Road to Parkview Avenue
- Parkview Avenue from Maryland Avenue to Main Street
- Main Street from Parkview Avenue to Sheridan Avenue
- Clifton Avenue from Parkview Avenue to the Alum Creek Trail

The Maryland route is 2.5 miles and runs the entire east/west length of Bexley. This route includes the Cassady business corridor, Maryland Elementary, Commonwealth Park destinations at Jeffrey Park (Jeffery Mansion, Historical Society, swimming pool), the Alum Creek Trail, and Cassady North Apartments. This route includes the existing traffic light at Cassady and Maryland, as well as traffic lights to cross Broad Street, Main Street, and Nelson Avenue. This route includes a CoGo bike share station and intersects with the Cassingham/Roosevelt route and the Sherwood route.

It also connects to common destinations west, south, and north of the City of Bexley. Downtown Columbus is accessible via the Greenway Avenue bike lane/Mt. Vernon traffic calming/Spring Street bike lane. The Jewish

Community Center is accessible via the Alum Creek Trail. This route connects to the Nelson Road bike lanes. Connections north are coming via the City of Columbus multi use path planned for Cassady Avenue.

The comfort of traveling this route would be improved by adding a multi-use path on Cassady Avenue and a bike lane on Main Street.

Alum Creek Trail

There is a need for surface maintenance on the section of the Alum Creek Trail that runs through the City of Bexley between Broad Street and Clifton Avenue. Tree roots have destabilized the asphalt, creating trip hazards and an uneven surface. Other jurisdictions with longer components of trail in the Central Ohio Greenway system have experience with this type of maintenance and could be a resource for solutions.

Three additional BIG IDEAS also emerged related to the Alum Creek Trail.

Bicycle Pedestrian Bridge

There is interest in creating improved access from south Bexley and a better connection between the Main Street business corridor and the Alum Creek Trail. This could be achieved by investing in a bicycle/pedestrian only bridge across Alum Creek south of Main Street. The bridge would connect Bexley on the east side of the bridge to a portion of the Alum Creek Trail in Columbus on the west side of the bridge. This would require a partnership with the City of Columbus.

Underpasses at Main Street and Livingston Avenue

The Alum Creek trail has an underpass at Broad Street but crosses at the street level at both Main Street and Livingston Avenue. Both these crossings are signalized but people on bikes compete with frequent motor vehicle turning activity on each end of these wide and loud intersections. Ideal improvements would include an underpass option of these streets, though the Main Street crossing could also be improved in the short term with a better alignment. Both projects fall outside of Bexley's city limits. There is interest in supporting the City of Columbus in considering these efforts.

Main Street

Main Street is approximately 50' wide destination-rich business corridor with buildings fronting the sidewalk and street. It is also a high frequency transit route, and a U.S. Route connecting the cities of Bexley, Whitehall, Reynoldsburg, and Columbus. Main Street has one regular travel lane each direction, one parking/travel in lane each direction and medians in the center lane. The parking lane typically has at least some car parking though is rarely full. Low car travel speeds make Main Street somewhat comfortable for experienced bike riders to travel alone as well as some small groups.

Bike lanes in this corridor could dramatically improve the comfort level for people riding bikes, but the appetite to remove on street parking does not currently exist. The business community has concerns that the loss of on street car parking would reduce the number of customers. Research from other communities has found that corridors where bike lanes are added experience increases in sales, (as measured by sales tax revenue).

A few conservative first steps to improving the bike friendliness of Main Street include:

Bike Parking

Increasing bike parking in the public right of way to accommodate people already willing to travel Main Street by bike. If demand increases beyond the capacity of the sidewalk, on street bike parking is an option which allows a single on street car parking space to accommodate 10 bike parking spaces.

Sharrows and “Bike May Use Full Lane” Signs

Adding sharrows and “Bike May Use Full Lane” signs to the regular travel lane. The coupling of these tools reinforces the legitimacy of bicycle traffic on the street to motorists and recommends proper lane position for riders. Research shows sharrows also reduce sidewalk riding, encourage riders to travel in a visible and predictable lane position, reduce crashes caused by people opening car doors into the path of people on bikes, and encourage safe passing behavior. This solution sends a cue to drivers, riders, and law enforcement, that bikes belong on Main Street.

Open Streets

In intermediate step would be to test the idea that accommodating people who ride bikes increases customers to businesses. This could be done through a monthly Open Streets program for one or two seasons. Open Streets look like special events but are often led by local governments and partners to accomplish policy goals like creating a culture that supports active transportation and bringing new customers to local businesses. Partnerships with the Bexley Area Chamber and other community organizations as well as a strong evaluation tool would be important components of an Open Street program designed to test the viability of bike infrastructure. If accommodating people who bike can be shown to be beneficial for businesses in the Main Street corridor, concerns about removing on street parking to accommodate bike lanes on Main Street could greatly diminish.

Broad Street

Broad Street is approximately 50’ wide primarily residential corridor with large lots. It is also home two private school campuses, and three large places of worship. Most building setbacks fall between 50’-100’ with several buildings set back 200’ from the street. It is a high frequency transit route, and a U.S. Route connecting the cities of Bexley, Whitehall, Reynoldsburg, and Columbus. Broad Street has one regular travel lane each direction, one parking/travel lane each direction, and medians in the center lane. Sharrows are placed in the parking/travel lanes closest to the sidewalks. Broad street is lined with mature trees on both sides and young trees in the relatively newly installed medians.

The parking lane is often underutilized, and Broad Street has more capacity than it needs. These conditions induce higher travel speeds and encourage the corridor to function as a cut through particularly when traffic is reported to be congested on the freeways. Broad Street is loud and stressful for even the most experienced bike riders who typically ride in the underutilized parking lanes.

Community interest was mixed in making significant investment in the bike friendliness of Broad Street during the community engagement process. It should be noted that the street design of Broad Street is almost the same as Main Street, though land use is dramatically different. A combination of the lack of destinations and some hopelessness that anything could improve conditions for people biking may explain those with low interest. Some residents were passionate about making improvements to improve bike friendliness. Those residents indicated a preference for a multi-use path on one side of the street. If this treatment were considered, thought about how to address the many driveways in the corridor would need to be considered to address those intersections. The current sharrows are faded. If they remain, they need to be repainted and consideration should be given to moving placement those outside the parking lane to the regular travel lane and adding “Bikes May Use Full Lane” signs to the corridor. Broad Street begs for traffic calming.

Broad Street is a regional corridor and ideally would be considered in a regional context. When thought about in a regional context, Broad Street might be an ideal priority corridor for dedicated transit or bike lanes through multiple jurisdictions. This would address missing east/west connectivity for those modes for the region and assist with needed traffic calming in the City of Bexley.

Drexel Avenue

Drexel Avenue between Broad Street and Main Street is a wide corridor with traffic calming initiatives planned in the next few years. Protected bike lanes would not only accommodate people biking, they would also assist with traffic calming measures.

The case for protected bike lanes includes a dramatic improvement in how comfortable people would feel riding bikes on Drexel Avenue. There is plenty of right of way to add bike lanes without having to consider widening the street or reducing travel lanes. Bike lanes on Drexel could eventually be extended to connect to Cassady Avenue which has a multi-use path planned for construction in the Columbus portion just north of Bexley. This would connect the Main Street business corridor to a wider audience of potential customers and employees traveling by bike.

The primary case against bike lanes is the loss of on street automobile parking. It would no longer be possible to park cars on both sides of the streets. On street parking appears to be highly underutilized by residents, though the Columbus School for Girls drivers regularly use of on street parking with significant activity happening during school drop off and pick up times. Other on street parking options are available in the blocks surrounding the school. Additionally, over 200 underutilized parking spaces exist in three surface parking lots within .5 mile of Columbus School for Girls during school hours. Half a mile is a 10-minute easy walk, or a 2 to 5-minute easy bike ride. Over 150 spaces can be found at two public parks: Bexley's Jeffery Park and Columbus' Wolfe Park. A bike share station is co-located at the lot at Jeffrey Park. If the primary impediment car parking for Columbus School for Girls, one potential solution is to create shared use agreements that allow the use of idle spaces.

A temporary demonstration project may be an ideal way to evaluate the impact of protected bike lanes on Drexel Avenue. Temporary demonstration projects are an intermediate step allowing community members and leaders to understand how a new street design might work before committing permanently to the change. Temporary protected bike lanes could be installed using planters reducing the width of regular travel lanes creating a protected riding experience for people on bikes and adding beauty to the street. Those lanes could be placed one in each direction on each side of the street, or as a wider bi-directional bike lane down the center of the street. The advantages and disadvantages to each configuration need to be more closely examined

Cassady Avenue

Cassady Avenue could be considered for a multi-use path to connect bike accommodations from the City of Columbus to the City of Bexley, particularly if bike lanes on Drexel Avenue and or Main Street are considered. Beyond increasing the comfort for people traveling by bike within Bexley, this would connect the Main Street business corridor to a wider audience of potential customers and employees traveling by bike.

Corridor Planning

Transit corridor planning examining regional east/west connections is currently underway. As Bexley leadership is engaged in this process, the impact of the comfort level of people biking on or across potential corridors should be prioritized. The interaction of transit with biking as a first or last mile solution will be an important factor in determining whether Bexley residents' access to these sustainable forms of transportation or whether transit functionally passes through the community.

Bicycle Scale Wayfinding Signs

Bicycle scale way finding signs would assist residents and visitors traveling on low stress streets and trails to destinations on the Main Street business corridor. Recommended locations include a connection from the Alum Creek Trail, and connections from two of the bicycle boulevards, specifically:

- Park Hill at the Alum Creek Trail – A tailhead style map with Main Street destinations highlighting bicycle friendly businesses, public restrooms, and public locations to refill water bottles.
- Sherwood Road cross streets with Main Street destinations on either side of that cross street
 - Parkview Avenue
 - Drexel Avenue
 - Dawson Avenue
 - Cassady Avenue
 - Cassingham Road
 - Remington Road
 - Roosevelt Avenue
 - Gould Road
- Mound Street cross streets with Main Street destinations on either side of that cross street
 - College Avenue
 - Pleasant Ridge Avenue
 - Euclaire Avenue
 - Cassingham Avenue
 - Montrose Avenue
 - Remington Road
 - Vernon Road
 - Roosevelt Avenue
 - Grandon Avenue
 - Chelsea Avenue

Fix-it Stations

Fix-It Stations assist residents and visitors with minor fixes by providing tools and pressurized air. Recommended locations include:

- Schneider Park
- Bexley high school middle school complex
- Bexley library
- Bexley swimming pool
- Park Hill at the Alum Creek Trail – In addition to accommodating local residents, a fix it station at this location would give regional trail users encouragement to stop. This connected to wayfinding signage to the Main Street business district would increase patronage at local Bexley Main Street businesses.

STOP Signs and Speeding

Concerns about STOP sign and speeding behavior was frequently in the community engagement process.

There is a perception that both people driving and people biking do not comply with STOP signs. The observed behaviors might be an indication of unwarranted or too many STOP signs which have been shown to discourage good driving habits. Studies have shown that when STOP signs are overused or are located where they don't seem to be necessary, some drivers become careless about stopping at them. Further, research has shown that

STOP signs are not effective at controlling speeds between intersections. Some drivers increase speed between STOP signs making neighborhoods more dangerous. This can be especially dangerous for pedestrians and bicyclists who may have a false sense of safety from the existence of a stop sign. More information on problems related to unwarranted STOP signs can be found here:

https://safety.fhwa.dot.gov/intersection/other_topics/fhwasa09027/resources/lowa%20Traffic%20and%20Safety%20FS-%20Unsignalized%20Intersections.pdf

An overall examination of the use of STOP signs may be needed to evaluate existing STOP signs with consideration of other traffic control measures to address speeding like road diets, bump outs, or traffic circles.

Bike Parking

Increased bicycle parking was frequently requested in meetings and observed as a community need. Specifically, the need for increased availability, improved rack design, and better placement. An excellent, free, and short guide to bicycle parking can be found here <https://www.apbp.org/Publications> This link also has more detailed resources about bike parking available to purchase.

Availability

Adequate bike parking is necessary to encourage travel by bike, reduce theft, and prevent bikes from being locked to trees or other infrastructure that may be damaged. Locations reported to have inadequate bike parking include the: middle school and high school, Main Street business district, library, pool, City Hall, Jeffrey Mansion, recreation areas, and Cassady business district. As the need for bike parking increases beyond the capacity of the sidewalk, on street bike parking corrals replace a single car parking space with 10 bike parking spaces.

Design

Install bike racks that allow the frame of the bike to touch at two points. This creates a more stable position and reduces the possibility that a bike will fall into the right of way causing trip hazards, damaging bikes, and creating a messy appearance. This is particularly important for cargo bikes or other bikes that carry heavy loads like groceries or children. Racks that allow a lock to be attached to the frame (vs a tire) also improve security of a locked bike and reduce theft.

Placement

Placement – Place racks in visible, convenient locations, assure proper clearance of frame and tires, and place on stable surfaces. Travelers need to be able to predict where bike parking is to use it. Ideal locations are near entrances to buildings in locations that don't impede right of way of pedestrians, particularly people using walkers, wheelchairs, or strollers. Placing racks in a visible location can also reduce chance of theft. When placing bike racks assure appropriate clearance. Racks placed too close to walls or other street furniture inhibit the full use of the rack on one side or prevent the bike from being locked to the frame. Finally, make sure racks are placed on a stable surface. Racks placed in mulch or grass, lead to erosion creating unsafe and unpleasant muddy spots to park bikes.

Bike Parking Installation Program

Some communities have bike parking installation programs to meet public demand and assure appropriate design and placement. Business owners or residents make requests for bike rack locations. The city purchases the racks then places them on a quarterly to annual basis.

Special Event

Finally, special event bike parking should be considered to encourage people to ride to large community events like the annual Fourth of July celebration, Main Event, Harvest Festival, and Bexley High School sporting events.

Special event bike parking is temporary parking that is typically fenced and staffed to provide security. A local non-profit, Urban Scouts, can be hired to handle this, or the City of Bexley could invest in equipment and supplies and coordination of staffing.

Encouragement and Education Recommendations

Creating safe streets is important component of a bicycle friendly community but educational and encouragement campaigns also have a role to play. Educational and encouragement campaigns are effective tools for influencing community norms around what type of people ride a bicycle, what purposes they ride them for, and what locations and weather conditions are considered appropriate. To be effective, these campaigns need dedicated leaders. Programs can be operated by paid staff, interns, volunteers, or a combination, but consistency is necessary for success. Investment in equipment and supplies as well as insurance and training are other keys to program success. Education and Encouragement campaigns can also typically be instituted much more quickly than street infrastructure changes.

Children

Significant interest was shown in campaigns designed to serve children and families. The public elementary schools, the middle and high school, as well as the two private schools are within easy biking distance of every household in Bexley.

Encouragement

Encouragement ideas included campaigns to incentivize walking, skating, scooting, or riding a bike to school at least one day week. Campaigns that address parental concerns around time spent with children particularly as it relates to busy schedules will be important to the success of these programs. Parental concern about safety was also identified as a barrier to children biking. Encouragement campaigns like “biking school busses” led by parents or other adult volunteers help to assure safe passage for younger riders.

Education

Educational campaigns around safe riding practices, particularly experiential education, can be effective at increasing parents’ comfort with allowing children to ride to school and other places. Other types of educational content include dressing appropriately for various types of weather and solutions for carrying books, paper, and electronics in wet weather. This type of information assists with adoption of biking as a year-round activity. Incorporating bike rides into the school curriculum or as part of field trips is another way to model and encourage safe riding practices in all types of weather.

Policy

Setting a policy to create car free school zones for 45 minutes before and after school or no stopping zones where that is not possible, were also discussed as a way of discouraging parents from driving children to and from school. Significant culture change or charismatic leadership would be necessary for successful adoption of this type of policy to be successful at this time.

Adults

Encouragement

Encouragement campaigns give people a reason to ride and are important to creating a culture that normalizes biking to move from one place to another. Campaigns can focus on creating group experiences or incentivizing people to act on their own. Activities that community members showed interest in included:

- Fun weekly or monthly recreational bike rides that travel at an easy conversational pace accessible to people of a variety of abilities, with all types of bikes, and wearing their typical wardrobe. Ride themes, days of the week, time of day, and the demographics of leadership all influence the likely populations attracted to rides. Identify priority populations and engage people with those demographics to assist in planning and implementation to reach prioritized audiences. These types of rides provide outstanding opportunities for informal education among participating riders. They also help change cultural norms among both participating riders and those who observe them.
- Social media games like “photo tag” or “bicycle ride and seek” encourage people to ride on their own for fun. Increased solo riding helps to influence cultural norms among riders and those observing them.
- Social media campaigns like “show us your grocery trip” encourage people to try new activities by bike and learn from the experience of others.
- Movie nights with fun inspirational films curated by organizations like “Filmed by Bike” or book discussion groups can be helpful in connecting the bike-curious to others currently riding.
- A Mayor’s challenge ride could create friendly competition between communities to encourage cultural norms around biking. Who doesn’t want to see Mayor Kessler vs Mayor Maggard vs Mayor Ike vs Mayor Ginther?
- Bexley Bike Festival to celebrate all things biking and to invite bike people from outside of Bexley to see all that is great about living, working, and playing in Bexley.

Education

Educational bike rides teach safe riding practices and are effective at helping people interested in riding but concerned about safety increase confidence and competence biking under current conditions. Leaders and images that break stereotypes of who belongs on a bike are particularly effective at inviting new riders onto bicycles.

Transportation Demand Management

Transportation demand management campaigns have been led by workplaces, health departments, communities, and metropolitan planning organizations to increase biking or other forms of active transportation to regular destinations. Both the Columbus Health Department and the Mid-Ohio Regional Planning Commission are piloting transportation demand management campaigns and may offer support or resources to consider a similar campaign in Bexley.

Bicycle Friendly Business Programs

Bicycle Friendly Business programs are run by some communities to encourage bike travel by residents and to invite visitors as an economic development tool. Even low-cost simple programs can be effective at inviting new customers to businesses. Basic components include marketing through city and chamber websites, trail head signage, static clings on participating business windows, and earned media. At a minimum, participating businesses offer bike parking, water bottle refills, and access to toilet facilities. Some businesses also have tire pumps and patch kits available for people experiencing flat tires or provide discounts to people who bike.

Given the Alum Creek Trail’s proximity to the Main Street business corridor, a bicycle friendly business program has the potential to increase traffic to local businesses from regional trail users and bicycle tourists looking for places to rest and refuel. The Alum Creek Trail is an increasingly active regional attraction, part of a north/south connection from the Ohio River to Lake Erie, and part of a regional corridor being built across the United States. Installing a drinking fountain and fix it station visible from the trail along with signage that promotes local businesses could attract people using the trail into Bexley to spend money. Additional promotional opportunities are available through multiple bicycle tourism sources.

Drivers

There was little interest in campaigns targeted at driver behavior during this process. Driver behavior may be most effectively managed by addressing the street infrastructure.

Policy Recommendations

A variety of recommendations in this document could be augmented through changes in policy or code including fixed bicycle parking, special event bicycle parking, and car free school zones.

Other policies to increase bike friendliness and safety might include: 20 is Plenty, examination of snow removal policies, Idaho stop/Delaware yield, bicycle subsidies and abandoned bicycle removal policies.

Further examination beyond this document should be given to the maintenance and infrastructure in the blocks in the southwest and northeast corners of Bexley. Maintenance in the form of street sweeping and street signs are not consistent with the rest of the community. Infrastructure design separates the southwest corner from the larger community grid and sidewalks are missing in the northeast corner. Households in those blocks have bikes parked outside and may be more likely to need bikes as a mode of transportation for economic or developmental reasons. Equitable infrastructure and maintenance in these areas is necessary for these Bexley residents.

Evaluation Recommendations

Evaluation tools are important in understanding the actual impact of most interventions. Good evaluation tools are also useful in helping the general public to understand reasons for or against investment in making temporary infrastructure projects permanent. Evaluation tools can influence private investment in educational and encouragement programming and determine whether these programs are a good use of public dollars. A component of each intervention will be well served by an evaluation tool that guides decision making and investment.

Background on the Process to Develop Recommendations

In 2017 the Mayor of Bexley and the leader of the local bike advocacy group began talking about planning for a more bicycle friendly Bexley. By the fall of 2019, the process for understanding existing conditions, researching best practices, and gathering community expertise was designed. Public involvement was prioritized as a mechanism to drive this process. The recommendations in this document are the product of those efforts.

Public involvement began at the October 30, 2019 Green Bexley's sustainable transportation event at City Hall. By January of 2020 a steering committee was convened and met four times between January and November of 2020 to guide the process. Three publicized public meetings were hosted by Mayor Kessler, one at the Bexley Public Library in February of 2020, and two virtual meetings (November of 2020 and March of 2021). Additionally, stakeholders representing a diverse set of constituencies were invited to participate in five small group bike rides. An additional community bike ride open to the public was hosted in the fall of 2020. These planned interactions were supplemented by dozens of informal conversations with people who provided valuable input into this process. All those interactions combined represent 152 unique participants

The youngest active participant was in Kindergarten, the oldest are folks in their 70's and 80's. Quite a few middle schoolers participated, but most of the feedback came from adults - parents, working people, people looking for work, and retirees. Some participants have lived in Bexley their whole lives. Others have lived in a variety of places including some of the most bicycle friendly cities in the world.

Many participants already ride bikes and represent the spectrum of riders from recreational slow rollers, fast riders who love the long hilly Pelotonia route, and everyday people who are just trying to get to the places required in daily life. Many participants want to ride bikes in Bexley but are prevented by a real or perceived barrier. Drivers

also provided input – both those who ride bikes and those who don't. A small group of participants included people not at all interested in riding.

Participants were evenly split between men and women. Most participants represent white residents of Bexley, though several Black men and women who regularly ride in or through Bexley participated and offered feedback about their experiences riding bikes in Bexley. This document includes the best thinking of all who generously engaged in this process.

These recommendations are designed to serve all who live, work and play in Bexley, though the children of Bexley and the residents of south Bexley were identified as priority populations.

Sincerely,

A handwritten signature in black ink, appearing to read 'Catherine Girves', written in a cursive style.

Catherine Girves | Senior Planner

TOOLE DESIGN

149 N. High Street | Columbus, OH 43215

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ORDINANCE NO. 22 - 21

By: Monique Lampke

An ordinance to place proposed amendments to the City of Bexley Charter for voter approval on the November 2021 ballot

WHEREAS, the City of Bexley created a Charter Review Commission (CRC) in October 2019; and

WHEREAS, the CRC met regularly from November 2019 through January 2021 to review and consider potential changes to the City Charter; and

WHEREAS, the CRC presented its recommendations to Bexley City Council in February 2021; and

WHEREAS, the Bexley City Council appointed a committee of three council members to review the CRC's recommendations and to make recommendations to City Council on changes to the City Charter based on those recommendations; and

WHEREAS, the City Council committee has made recommendations to City Council concerning the proposed changes to the City Charter that should be placed before the voters;

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

Section 1.

That the attached proposed changes to the Bexley City Charter attached hereto be placed on the ballot for the general election scheduled for November 2, 2021 for consideration of the voters of the City of Bexley.

Section 2.

That the Mayor, City Attorney and City Auditor/Council Clerk take the necessary steps to seek approval from the Franklin County Board of Elections to place these proposed changes to the Charter on the November 2, 2021 ballot.

Section 3.

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

Passed _____, 2021

Lori Ann Feibel, President of Council

Attest: _____, 2021
William Harvey, Clerk of Council

Approved: _____, 2021

Benjamin Kessler, Mayor

First Reading:

Second Reading:

Third Reading:

The following proposed changes are set forth in the packages that will be voted on separately based on the approval of the Franklin County Board of Elections.

1st BUNDLE:

SECTION 1. Recognition and Intent

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

SECTION 2. Non-Discrimination and Citizen Participation

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

SECTION 3. Diversity in Hiring and Contracting

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

SECTION 4. Interpretation of Ordinances

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

Gender Neutral Pronouns and Terminology

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

2nd BUNDLE:

SECTION 5. Citizen Review Board

The City Council shall provide by ordinance for a Citizen Review Board for the purpose of examining complaints regarding the conduct or policies of the City of Bexley or its employees and shall grant the Citizen Review Board subpoena powers necessary to conduct its work. The Citizen Review Board shall report to City Council at least annually regarding its work and may make recommendations for action by the City.

3rd BUNDLE:

SECTION 13. Appointment of Other Officers.

The Mayor shall have the power to appoint, subject to confirmation by Council, the following officers, to-wit:

- (a) City Attorney.
- (b) Chief of Police.
- (c) Members of the Civil Service Commission.
- (d) Members of the Board of Health.
- (e) Members of city planning and zoning boards, committees, or commissions as established by Council.
- (f) Members of other boards, committees, and commissions, if any, established by Council.
- (g) All other officers, superintendents and heads of administrative departments, whose positions may be created by Council, and for whose appointment no other provision is made.

Unless otherwise provided by this Charter or by ordinance, all appointments made under this subdivision shall be at the pleasure of the Mayor.

No person shall be appointed as a member of any board or commission created by this Charter or by ordinance unless notice of the vacancy to be filled was published at least thirty days prior to the submission of such appointment by the Mayor to Council. Except as otherwise provided by the laws of the State of Ohio or as necessary to establish staggered terms, the term of office for members of all boards and commissions created by this Charter or by ordinance shall be three years, each commencing July 1, provided that a vacancy during the term of any member shall be filled for the unexpired term of such office. In the case of newly appointed boards or commissions or cases in which the staggering of appointments needs to be restored the Mayor, with the concurrence of Council, may appoint terms shorter than three years.

SECTION 51. Composition; Terms, Vacancies; Powers and Duties.

The Board of Health shall be composed of five members who shall serve without compensation. Their term shall be for three years. To create staggered terms, the Mayor, with the consent of Council, can appoint members for less than three years. The members of the existing Board of Health shall continue in office for the terms for which they were appointed. The Board shall elect one of its members as President.

The Board of Health shall have such powers and perform such duties as may be prescribed by ordinance of Council and by statutes governing boards of health in cities not in conflict with such ordinances.

SECTION 52. Composition; Terms; Compensation; Officers.

The Civil Service Commission shall consist of three electors of the City. The term of each member shall not exceed three years. To create staggered terms, the Mayor, with the consent of Council, can appoint members for less than three years. They shall receive no compensation for their services. One of the members shall be chosen by the Civil Service Commission as chairperson, and a secretary shall be appointed by the Civil Service Commission members.

SECTION 58. Creation; Composition; Terms.

Council by ordinance shall create one or more boards, committees, or commissions to administer the City zoning code and perform other planning and zoning duties as determined by ordinance of Council. Each such board, committee, or commission shall consist of electors of the City who shall serve without compensation and who, with the concurrence of Council, shall be appointed by the Mayor for terms of three years. To create staggered terms, the Mayor, with the consent of Council, can appoint members for less than three years.

4th BUNDLE:

SECTION 14: Removal Power of Mayor

The Mayor, with the concurrence of Council, may at any time remove the City Attorney. The Mayor, with the concurrence of council, may at any time remove any officer, member of any board or commission so appointed under authority of paragraphs (c), (d), (e), or (f) of Section 13 hereof, for inefficiency, neglect of duty, or malfeasance in office, having first given such official a copy of the charges and an opportunity to be heard in person or by counsel in the official's own defense, before Council, and such removal shall be final.

5th BUNDLE:

SECTION 24: Meetings, President of Council

The four -year term of office for City Council Members will begin on January 1, following their election and shall go until December 31 in the fourth year of their term of service. At 7:00 pm on the first Monday in January following a regular Municipal election, or on the succeeding day if the first Monday is a legal holiday, Council shall meet at the usual place of holding its meetings, and Council shall elect one of its members President, who shall preside at meetings of the Council and perform such duties as presiding officer as may be imposed by Council. In the absence of the President at any meeting, Council shall elect a President Pro Tempore. Thereafter, Council shall meet at such times as may be prescribed by ordinance or resolution, but shall meet at least twice a month, except that Council may designate one month in the summer season for vacation. The Mayor, President of Council, or any four members thereof, may call special meetings of Council upon written notice provided at least six hours in advance of the special meeting. Written notice may be provided electronically via email or similar electronic means commonly used for Council notifications provided the member acknowledges receipt or delivered personally to the member, or left at the member's place of residence. Any request for a special meeting and the notice calling the same shall state the subjects to be considered , and such meeting shall be limited to a consideration of such subjects.

SECTION 66: Time for Holding Elections

Regular Municipal elections shall be held on the first Tuesday after the first Monday in November in the odd numbered years and shall be conducted and the results canvassed and announced by the regular election authorities. Any matter which by the terms of this Charter or ordinance of Council may be submitted to the electors of the City shall be submitted to the electors at the next regular Municipal election if one shall occur not less than sixty nor more than 120 days after its passage or the submission of the required petition or at the next regular State election if one shall occur not less than ninety nor more than 120 days after its passage or the submission of the required petition: otherwise it shall submit the amendment, initiative, or referendum at a special election to be called and held not less than sixty nor more than 120 days after its passage or the submission of the required petition.

SECTION 77: Amendments

Amendments to this Charter may be submitted to the electors of the City by a two-thirds vote of the Council, and shall be submitted by Council upon a petition signed by ten percent of the electors of the City, setting forth any such proposed amendment. The ordinance providing for the submission of any such amendment shall require that it be submitted to the electors in accordance with Section 66 of this Charter.

Notice of any proposed amendments shall be given in one of the following ways:

- a) Not less than thirty days prior to the election at which the amendments are to be submitted to the electors, the City Clerk shall mail a copy of the proposed amendments to each elector whose name appears upon the poll of the last regular Municipal or general election.
- b) The full text of the proposed amendments shall be published electronically by the City on whatever available platform or platforms the administration determines reasonably appropriate to reach the greatest number of residents within the City, once a week for not less than two consecutive weeks, in an electronic mailing published by the City, on the City web page if available, and on a platform or platforms the City considers appropriate to distribute the information broadly to the electors, with the first publication being at least fifteen days prior to the election at which the amendments are to be submitted to the electors.
- c) Any other procedure authorized by the general laws of the State applicable to cities.

If such proposed amendments are approved by a majority of the electors voting thereon, they shall become part of the Charter.

ORDINANCE NO. 23-21

By: Klingler

An Ordinance accepting the donation of an Access Easement, Conservation Easement and 3.167± acres of real property adjacent to and east of Alum Creek to the City of Bexley.

WHEREAS, Howard Belford, Trustee of The 361 North Parkview Trust dated January 31, 2006 (“Trustee”) is the owner of two adjacent parcels of real property located in the City of Bexley being Franklin County Auditor’s Parcel No. 020-000115 adjacent to Alum Creek with a street address of the rear of 361 N. Parkview Avenue (Exhibit 1 Parcel Two) and approximately 1.39± acres of real property being Franklin County Auditor’s Parcel No. 020-001971 adjacent to Parkview Avenue with a street address of 361 N. Parkview Avenue (Exhibit 1 Parcel One), all as shown on Exhibit 1; and

WHEREAS, Trustee has offered to donate and convey to the City of Bexley a Conservation Easement on approximately 3.167± acres of the western portion of its land adjacent to Alum Creek to be used for the protection and preservation of the natural habitat and protection and maintenance of riparian rights associated with Alum Creek (the “Conservation Easement”), as shown in the Conservation Easement attached as Exhibit 2; and

WHEREAS, Trustee has also offered to donate and convey to the City of Bexley title to the 3.167 acre vacant western portion of its land adjacent to Alum Creek by deed to the City as shown in the deed attached as Exhibit 3 (the “Property”); and

WHEREAS, Trustee has also offered to donate and convey to the City of Bexley an Access Easement for access from North Parkview Avenue over Trustee’s remaining adjacent property to the Conservation Easement area and real property being donated at the rear of 361 N. Parkview as shown on Exhibit 1 and shown and described in the Access Easement attached as Exhibit 4 (the “Access Easement”); and

WHEREAS, Trustee’s remaining 1.175 acre eastern portion of Trustee’s Parcel Two described in Exhibit 5 shall be combined with Trustee’s adjacent Parcel One being Franklin County Auditor’s Parcel No. 020-001971 comprised of 1.39± acres including Lots 1 and 2 and a strip of thirty feet (30’) on the north side of Lot 1 of Block 1 of the Bullitt Park plat recorded in Plat Book 4, Page 416 (Instrument No. 19000101000762), to create a combined tract of land comprised of 2.565± acres located at 361 N. Parkview Avenue in the City of Bexley that is adjacent to Parkview Avenue and improved with a single family residence; and

WHEREAS, Trustee is required to receive the approval of Bexley Board of Zoning and Planning prior to the conveyance of a portion of an existing tract of real property (the western portion of Parcel Two) and the combination of remaining parcels of Trustee’s real property (the

eastern portion of Parcel Two and all of Parcel One) into a single tract of land as provided in the Bexley codified ordinances; 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 Conservation Easement, Real Property and Access Easement to each.

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 a 3.167± acre easement from Howard Belford, Trustee of The 361 North Parkview Trust dated January 31, 2006 to the City of Bexley at the rear of 361 North Parkview and adjacent to Alum Creek for conservation purposes as and for public use, by a Conservation Easement in a form substantially similar to the Conservation Easement attached hereto as Exhibit 2.

Section 2. The City of Bexley accepts donation of 3.167± acres of real property from Howard Belford, Trustee of The 361 North Parkview Trust dated January 31, 2006 to the City of Bexley, by Deed in a form substantially similar to the Fiduciary Deed attached hereto as Exhibit 3. The Trustee shall pay, and be responsible for the payment of, any and all real property taxes and assessments that are, or that may become due, if any, on the land being deeded to the City herein, up to the time the deed is recorded with the Office of the Franklin County Recorder.

Section 3. The City of Bexley accepts donation of an easement for access to the Conservation Easement and real property being donated from Howard Belford, Trustee of The 361 North Parkview Trust dated January 31, 2006 to the City of Bexley in a form substantially similar to the Access Easement attached hereto as Exhibit 4.

Section 4. The proposed subdivision and combination of parcels proposed by Howard Belford, Trustee must be reviewed and approved by the Bexley Board of Zoning and Planning as provided in the codified ordinances of the City of Bexley before any donation of real property to the City is recorded.

Section 5. The Mayor is authorized to do all acts and to execute all agreements and instruments appropriate or necessary to facilitate and carry out the donation and acceptance of the property and property interests identified in this ordinance, and to make any minor modifications to the instruments attached to this ordinance that are necessary to carry out the intent of this ordinance and the recording of the deed and easements.

Section 6. This Ordinance shall become effective from and after the earliest period provided by law.

Passed _____, 2021

Lori Ann Feibel, President of Council

Attest: _____
William Harvey, Clerk of Council

Approved: _____, 2021

Ben Kessler, Mayor

First Reading:
Second Reading:
Third Reading:
Passed:

108433\000002\4835-2929-8151v5

CONSERVATION EASEMENT

For no consideration and solely as a charitable donation of a partial interest in real estate constituting a "qualified conservation contribution" as defined under §170(f)(3)(B)(iii) of the Internal Revenue Code of 1986 (the "Code") to an organization constituting a "qualified organization" as defined under §170(h) of the Code, HOWARD BELFORD TRUST ("Grantor"), as owner of the real property described on Exhibit A (the "Property"), does hereby grant and convey to the CITY OF BEXLEY, a municipal corporation ("Grantee"), a perpetual, exclusive easement upon the Property for the exclusive purpose of advancing the Conservation Purpose described below (that easement, the "Conservation Easement"). The Conservation Easement empowers Grantee to block activities, uses, and improvements inconsistent with the Conservation Purpose.

1. Conservation Purpose. The objectives of the Conservation Easement are to protect and preserve natural habitat for wildlife and plants native to the area and to maintain and protect riparian rights associated with Alum Creek by allowing the Property to grow fallow (the "Conservation Purpose"). In connection with achieving the Conservation Purpose, (i) Grantee may introduce native plant species on the Property, (ii) construction of any new improvements on the Property and the surface exploration, development, mining, or extraction of soil, sand, gravel, mineral, oil, gas, or other substance from the surface of the Property is prohibited, (iii) no fencing or similar barriers may be erected on the Property except that fencing on the date this Conservation Easement is recorded may be repaired or replaced with similar fencing, and (iv) no signage may be installed on the Property except for "no trespassing" signs, signs identifying the Property as a conservation easement, and other signs that may be required by law, and any such permitted sign shall be no larger than that required to serve its intended purpose and consistent with the Conservation Purpose.

2. Maintenance. Grantee may trim or remove trees and other vegetation on the Property the condition of which poses a safety hazard to residences abutting the Property or to mitigate disease or invasive species. Grantee may also mow or cause to be mowed grass within the Property as Grantee deems necessary so long as the Conservation Purpose is in all other respects maintained. Grantee shall prohibit access to the Property except in connection with the exercise of such maintenance rights.

3. Federal Tax Items. This Conservation Easement has been donated by Grantor and the donation of the Conservation Easement by this grant is intended to qualify as a "qualified conservation contribution" for purposes of §170(f)(3)(B)(iii) of the Code and applicable Treasury Regulations related thereto (the "Regulations"), and this Conservation Easement shall be construed and applied accordingly.

a. Grantor represents that no person has retained a qualified mineral interest in the Property of a nature that would disqualify the Conservation Easement for purposes of §1.170A-14(g)(4) of the Regulations. From and after the date hereof the grant of such an interest is prohibited and Grantee has the right to prohibit the exercise of such a right or interest if granted in violation of this provision.

b. To the extent required for compliance with §1.170A-14(g)(5)(ii) of the Regulations Grantor agrees to notify Grantee before exercising any reserved rights that may have an adverse impact on the conservation interests associated with the Conservation Easement.

c. In accordance with §1.170A-14(g)(6) of the Regulations, Grantor agrees that (i) the grant of the Conservation Easement gives rise to a real estate right immediately vested in Grantee that entitles Grantee to compensation upon extinguishment of the easement; (ii) the fair market value of the easement shall be determined in accordance with the Regulations; and (iii) extinguishment for unexpected changes that make impossible or impractical the continued use of the Conservation Easement for conservation purposes (as defined in the Regulations) can only be accomplished by judicial proceedings and Grantee's proceeds (as determined under the Regulations) from any sale or exchange of the Conservation Easement must be used by Grantee in a manner consistent with the Conservation Purpose.

d. If the Conservation Easement is transferred, the transferee must commit to hold the Conservation Easement exclusively for the Conservation Purpose.

e. No goods or services were delivered to Grantor in consideration of this grant and this grant is not conditioned upon the availability or amount of a deduction, credit or other benefit under applicable law.

4. Transferees; No Merger. In support of the Conservation Purpose, Grantee will not transfer this Conservation Easement or otherwise assign its rights or responsibilities under this grant to any person or entity other than a "qualified organization" under §170(h)(3) of the Code committed to upholding the Conservation Purpose. Subject to the foregoing, this Conservation Easement shall run with the land. In the event Grantee or any future holder of this Conservation Easement shall obtain the remaining fee interest in the Property, this Conservation Easement shall not merge with such fee interest.

IN WITNESS WHEREOF, this Conservation Easement shall become effective on the date this instrument is recorded in the real property records of Franklin County, Ohio.

GRANTOR:

HOWARD BELFORD TRUST

By: _____

Name: _____

Title: _____

GRANTEE:

CITY OF BEXLEY

By: _____

Name: _____

Title: _____

STATE OF OHIO
COUNTY OF FRANKLIN

This instrument was acknowledged before me on _____, 2021, by
_____, Trustee of the Howard Belford Trust.

Notary Public in and for the State of Ohio

STATE OF OHIO
COUNTY OF FRANKLIN

This instrument was acknowledged before me on _____, 2021, by
_____, _____ of City of Bexley, a municipal
corporation, on behalf of said corporation.

Notary Public in and for the State of Ohio

This instrument was prepared by:
Glen A. Dugger
Smith & Hale LLC
37 West Broad Street, Suite 460
Columbus, OH 43215
614-221-4255

belford-conservation.eas (nct)
4/26/21 S:Docs

EXHIBIT A

PROPERTY

Description of 3.167 acres

Situated in the State of Ohio, County of Franklin, City of Bexley and being a part of Half Section 16, Section 16, Township 5, Range 22, Refugee Lands, and being 3.167 acres out of an original 3.82 acre tract as described in a deed to Howard Belford, Trustee of the 361 North Parkview Trust Dated January 31, 2006, as recorded in Instrument No. 200604260078145, Franklin County Recorder's Office, said 3.167 acre tract being more particularly described as follows:

Beginning for reference at a found $\frac{3}{4}$ " iron pipe located at the southeast corner of Lot 2 in Block No. 1 of Bullitt Park as recorded in P.B. 4, Pg. 416, said iron pipe being in the west line of North Parkview Ave. (80' wide), said iron pipe being the northeast corner of Lot 3 of said Bullitt Park as described in a deed to Melanie Schottenstein as recorded in Instrument No. 201307120117099 (1.640 acres by deed), said iron pipe being located S $03^{\circ}42'56''$ W 230.34' from a found $\frac{3}{4}$ " iron pipe in the centerline of former Maryland Ave. (60' wide, Atchison St. per said plat of Bullitt Park) as vacated by Ordinance No. 997, Village of Bexley dated 12/11/1926;

Thence N $85^{\circ}55'30''$ W, 487.95' (passing a found 2" iron pipe at the southwest corner of said Lot 2 at 264.83'), along the south line of said Lot 2, the north line of said Lot 3, the south line of said 3.82 acre tract, and being the north line of said Schottenstein 1.640 tract, to a found $\frac{3}{4}$ " iron pipe, said iron pipe being the northwest corner of said 1.640 acre tract and being the northeast corner of a 0.460 acre tract as described in a deed to Jane P. Doerr-Robinson & Timothy C. Robinson as recorded in Instrument No. 20190960115280, said iron pipe being the True Place of Beginning for the herein described 3.167 acre tract;

Thence N $86^{\circ}04'43''$ W, 711.89' (passing a found $\frac{3}{4}$ " iron pipe at 622.06'), along the south line of said 3.82 acre tract, being the north line of said 0.460 acre tract and being the north line of a 2.047 acre tract as described in a deed to City of Bexley as recorded in Instrument No. 201908290111439, to a point in the centerline of Alum Creek, said point being in the east line of Nelson Park being a part of Lot 1 of the Nelson Heirs' Partition, Franklin County Court of Common Pleas Complete Record 28, page 454 conveyed as an 11.71 acre tract to the City of Columbus in D.B. 525, pg. 454;

Thence N $34^{\circ}59'24''$ E, 3.50', along the centerline of said Alum Creek, being the west line of said 3.82 acre tract, the east line of said Nelson Park, and said 11.714 acre tract, to a point;

Thence N $48^{\circ}31'15''$ E, 319.22', continuing along the centerline of said Alum Creek, the west line of said 3.82 acre tract, the east line of said Nelson Park and said 11.71 acre tract and the east line of the balance of a 1 acre tract described in a deed to the City of Columbus in O.R. 27883 D02, and the west line of a 35' wide strip as described in a deed to City of Columbus as recorded in Deed Book 573, Pg. 200, to a point, said point being the northwest corner of said 3.82 acre tract, being the southwest corner of a 30' wide strip of land as described in a deed to Frank K. Brown

& Blythe M. Brown as recorded in Instrument No. 200907080099780, said point being the northeast corner of said City of Columbus 35' wide strip and being the southeast corner of a 6.56 acre tract as described in a deed to City of Columbus as recorded in Deed Book 924, Pg. 203, said point being in the centerline of said former Maryland Ave.;

Description of 3.167 acres continued

Thence S 86°00'14"E, 486.44', (passing at set iron pin at 75.00'), along the north line of said 3.82 acre tract, being the south line of said Brown tract, being the centerline of said former Maryland Ave., to a ¾" iron pipe found with cap stamped "MYERS 6579";

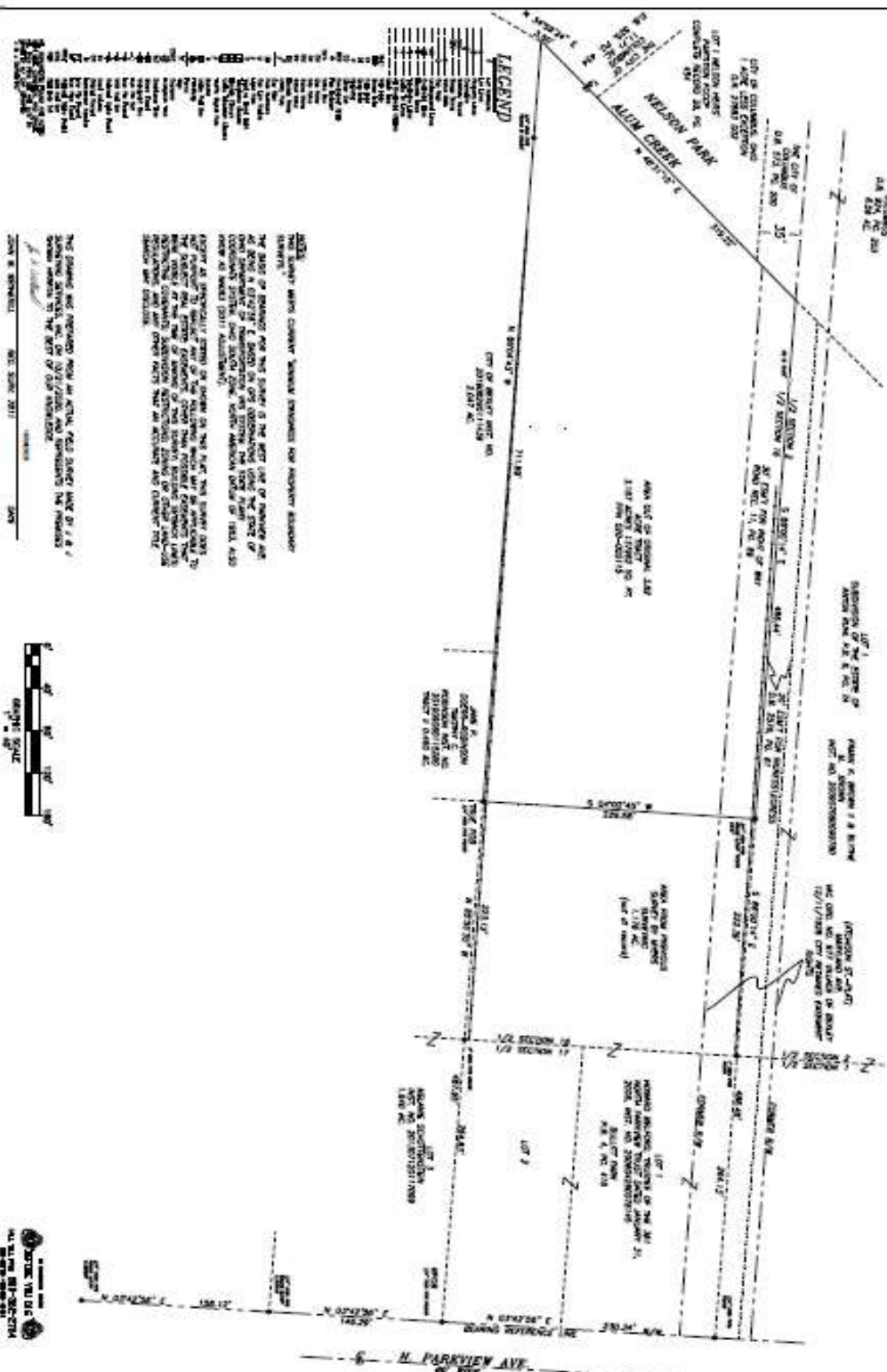
Thence S 04°02'45"W, 229.66', crossing said 3.82 acre tract, along a new division line, to the True Place of Beginning, having an area of 137962 Square Feet, 3.167 Acres, being all out of Auditor's Parcel No. 020-000115.

Bearings are based on the west of said North Parkview Ave, as being N 03°42'56" W based on GPS observations using the State of Ohio Department of Transportation VRS System, the State Plane Coordinate System, Ohio South Zone, North American Datum, of 1983, also known as NAD83 (2011 Adjustment). All iron pins set are 5/8" rebar, 30" long with yellow plastic cap stamped "J & J Surveying". All references to documents are recorded in the Franklin County Recorder's Office. This description is based on an actual field survey performed by J & J Surveying under the direction of John W. Wetherill, P.S. 7811, in October 2020.

**SURVEY & SPLIT OF 3.167
ACRES ALONG N. PARKVIEW**

LOCATED IN THE STATE OF OHIO COUNTY OF
FRANKLIN, CITY OF BEXLEY AND BEING A PART OF
MAP SECTION 16, SECTION 11, TOWNSHIP 5, RANGE
22, RESUBDIVIDE LANDS

THE CITY OF
BEXLEY, OHIO



NOTES

THE SURVEY MARKS SHOWN THEREON WERE PLACED BY THE SURVEYOR IN ACCORDANCE WITH THE SURVEYING ACT, R.S. 111-1-1, AND THE SURVEYING ACT, R.S. 111-1-2, AND THE SURVEYING ACT, R.S. 111-1-3, AND THE SURVEYING ACT, R.S. 111-1-4, AND THE SURVEYING ACT, R.S. 111-1-5, AND THE SURVEYING ACT, R.S. 111-1-6, AND THE SURVEYING ACT, R.S. 111-1-7, AND THE SURVEYING ACT, R.S. 111-1-8, AND THE SURVEYING ACT, R.S. 111-1-9, AND THE SURVEYING ACT, R.S. 111-1-10, AND THE SURVEYING ACT, R.S. 111-1-11, AND THE SURVEYING ACT, R.S. 111-1-12, AND THE SURVEYING ACT, R.S. 111-1-13, AND THE SURVEYING ACT, R.S. 111-1-14, AND THE SURVEYING ACT, R.S. 111-1-15, AND THE SURVEYING ACT, R.S. 111-1-16, AND THE SURVEYING ACT, R.S. 111-1-17, AND THE SURVEYING ACT, R.S. 111-1-18, AND THE SURVEYING ACT, R.S. 111-1-19, AND THE SURVEYING ACT, R.S. 111-1-20, AND THE SURVEYING ACT, R.S. 111-1-21, AND THE SURVEYING ACT, R.S. 111-1-22, AND THE SURVEYING ACT, R.S. 111-1-23, AND THE SURVEYING ACT, R.S. 111-1-24, AND THE SURVEYING ACT, R.S. 111-1-25, AND THE SURVEYING ACT, R.S. 111-1-26, AND THE SURVEYING ACT, R.S. 111-1-27, AND THE SURVEYING ACT, R.S. 111-1-28, AND THE SURVEYING ACT, R.S. 111-1-29, AND THE SURVEYING ACT, R.S. 111-1-30, AND THE SURVEYING ACT, R.S. 111-1-31, AND THE SURVEYING ACT, R.S. 111-1-32, AND THE SURVEYING ACT, R.S. 111-1-33, AND THE SURVEYING ACT, R.S. 111-1-34, AND THE SURVEYING ACT, R.S. 111-1-35, AND THE SURVEYING ACT, R.S. 111-1-36, AND THE SURVEYING ACT, R.S. 111-1-37, AND THE SURVEYING ACT, R.S. 111-1-38, AND THE SURVEYING ACT, R.S. 111-1-39, AND THE SURVEYING ACT, R.S. 111-1-40, AND THE SURVEYING ACT, R.S. 111-1-41, AND THE SURVEYING ACT, R.S. 111-1-42, AND THE SURVEYING ACT, R.S. 111-1-43, AND THE SURVEYING ACT, R.S. 111-1-44, AND THE SURVEYING ACT, R.S. 111-1-45, AND THE SURVEYING ACT, R.S. 111-1-46, AND THE SURVEYING ACT, R.S. 111-1-47, AND THE SURVEYING ACT, R.S. 111-1-48, AND THE SURVEYING ACT, R.S. 111-1-49, AND THE SURVEYING ACT, R.S. 111-1-50, AND THE SURVEYING ACT, R.S. 111-1-51, AND THE SURVEYING ACT, R.S. 111-1-52, AND THE SURVEYING ACT, R.S. 111-1-53, AND THE SURVEYING ACT, R.S. 111-1-54, AND THE SURVEYING ACT, R.S. 111-1-55, AND THE SURVEYING ACT, R.S. 111-1-56, AND THE SURVEYING ACT, R.S. 111-1-57, AND THE SURVEYING ACT, R.S. 111-1-58, AND THE SURVEYING ACT, R.S. 111-1-59, AND THE SURVEYING ACT, R.S. 111-1-60, AND THE SURVEYING ACT, R.S. 111-1-61, AND THE SURVEYING ACT, R.S. 111-1-62, AND THE SURVEYING ACT, R.S. 111-1-63, AND THE SURVEYING ACT, R.S. 111-1-64, AND THE SURVEYING ACT, R.S. 111-1-65, AND THE SURVEYING ACT, R.S. 111-1-66, AND THE SURVEYING ACT, R.S. 111-1-67, AND THE SURVEYING ACT, R.S. 111-1-68, AND THE SURVEYING ACT, R.S. 111-1-69, AND THE SURVEYING ACT, R.S. 111-1-70, AND THE SURVEYING ACT, R.S. 111-1-71, AND THE SURVEYING ACT, R.S. 111-1-72, AND THE SURVEYING ACT, R.S. 111-1-73, AND THE SURVEYING ACT, R.S. 111-1-74, AND THE SURVEYING ACT, R.S. 111-1-75, AND THE SURVEYING ACT, R.S. 111-1-76, AND THE SURVEYING ACT, R.S. 111-1-77, AND THE SURVEYING ACT, R.S. 111-1-78, AND THE SURVEYING ACT, R.S. 111-1-79, AND THE SURVEYING ACT, R.S. 111-1-80, AND THE SURVEYING ACT, R.S. 111-1-81, AND THE SURVEYING ACT, R.S. 111-1-82, AND THE SURVEYING ACT, R.S. 111-1-83, AND THE SURVEYING ACT, R.S. 111-1-84, AND THE SURVEYING ACT, R.S. 111-1-85, AND THE SURVEYING ACT, R.S. 111-1-86, AND THE SURVEYING ACT, R.S. 111-1-87, AND THE SURVEYING ACT, R.S. 111-1-88, AND THE SURVEYING ACT, R.S. 111-1-89, AND THE SURVEYING ACT, R.S. 111-1-90, AND THE SURVEYING ACT, R.S. 111-1-91, AND THE SURVEYING ACT, R.S. 111-1-92, AND THE SURVEYING ACT, R.S. 111-1-93, AND THE SURVEYING ACT, R.S. 111-1-94, AND THE SURVEYING ACT, R.S. 111-1-95, AND THE SURVEYING ACT, R.S. 111-1-96, AND THE SURVEYING ACT, R.S. 111-1-97, AND THE SURVEYING ACT, R.S. 111-1-98, AND THE SURVEYING ACT, R.S. 111-1-99, AND THE SURVEYING ACT, R.S. 111-1-100.

J. & J. SURVEYING SERVICES, INC.
7500 EAST MAIN ST. SUITE 104
DEVELOPMENT, OHIO 43084
PH (614) 899-9198
JJS@JANDJSSURVEYS.COM
WWW.JANDJSSURVEYS.COM

**SURVEY & SPLIT OF 3.167
ACRES ALONG N. PARKVIEW
AVE IN BEXLEY, OHIO**

DATE: 11/11/2011
BY: J. J. SURVEYOR

20-082

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, HOWARD BELFORD TRUST, (hereinafter "Grantor"), hereby grants, with limited warranty covenants, all its right, title, and interest in and to the CITY OF BEXLEY, OHIO, an Ohio municipal corporation, whose tax mailing address is : 2242 East Main Street, Bexley, Ohio, 43209, the following real property:

Being the premises more particularly described in "Exhibit A" attached hereto and by reference made a part hereof.

This conveyance is made subject to all previous easements, conditions, and restrictions of record, if any, and is further subject to taxes and assessments, if any, now a lien, and further subject to the following restriction: as a condition of this conveyance, this property shall subject to and perpetually be used consistent with the provisions of that Conservation Easement conveyed from Grantor to Grantee in Official Instrument # _____, dated _____, 2021 of record in the office of the Recorder for Franklin County, Ohio

Prior Instrument Reference: _____
Parcel Number: split out of 020-000115

IN WITNESS WHEREOF, the said HOWARD BELFORD TRUST, Grantor, by _____ its Trustee, has caused his name to be subscribed on this _____ day of _____, 2021.

Signed and acknowledged
In the presence of:

HOWARD BELFORD TRUST

by: _____
Its: Trustee of the Howard Belford Trust

STATE OF OHIO
COUNTY OF FRANKLIN, SS

BE IT REMEMBERED, that on this _____ day of _____, 2021, before me, the subscriber, a Notary Public in and for said county, personally came _____ the Grantor in the foregoing Limited Warranty Deed, by _____ its Trustee, who acknowledged the signing thereof to be his voluntary act and deed on behalf of the Grantor.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

This instrument was prepared by:
Glen A. Dugger
Smith and Hale, LLC
37 West Broad Street
Columbus, Ohio 43215
(614) 221-4255

Notary Public

EXHIBIT A

Description of 3.167 acres

Situated in the State of Ohio, County of Franklin, City of Bexley and being a part of Half Section 16, Section 16, Township 5, Range 22, Refugee Lands, and being 3.167 acres out of an original 3.82 acre tract as described in a deed to Howard Belford, Trustee of the 361 North Parkview Trust Dated January 31, 2006, as recorded in Instrument No. 200604260078145, Franklin County Recorder's Office, said 3.167 acre tract being more particularly described as follows:

Beginning for reference at a found $\frac{3}{4}$ " iron pipe located at the southeast corner of Lot 2 in Block No. 1 of Bullitt Park as recorded in P.B. 4, Pg. 416, said iron pipe being in the west line of North Parkview Ave. (80' wide), said iron pipe being the northeast corner of Lot 3 of said Bullitt Park as described in a deed to Melanie Schottenstein as recorded in Instrument No.

201307120117099 (1.640 acres by deed), said iron pipe being located S $03^{\circ}42'56''$ W 230.34' from a found $\frac{3}{4}$ " iron pipe in the centerline of former Maryland Ave. (60' wide, Atchison St. per said plat of Bullitt Park) as vacated by Ordinance No. 997, Village of Bexley dated 12/11/1926;

Thence N $85^{\circ}55'30''$ W, 487.95' (passing a found 2" iron pipe at the southwest corner of said Lot 2 at 264.83'), along the south line of said Lot 2, the north line of said Lot 3, the south line of said 3.82 acre tract, and being the north line of said Schottenstein 1.640 tract, to a found $\frac{3}{4}$ " iron pipe, said iron pipe being the northwest corner of said 1.640 acre tract and being the northeast corner of a 0.460 acre tract as described in a deed to Jane P. Doerr-Robinson & Timothy C. Robinson as recorded in Instrument No. 20190960115280, said iron pipe being the True Place of Beginning for the herein described 3.167 acre tract;

Thence N $86^{\circ}04'43''$ W, 711.89' (passing a found $\frac{3}{4}$ " iron pipe at 622.06'), along the south line of said 3.82 acre tract, being the north line of said 0.460 acre tract and being the north line of a 2.047 acre tract as described in a deed to City of Bexley as recorded in Instrument No. 201908290111439, to a point in the centerline of Alum Creek, said point being in the east line of Nelson Park being a part of Lot 1 of the Nelson Heirs' Partition, Franklin County Court of Common Pleas Complete Record 28, page 454 conveyed as an 11.71 acre tract to the City of Columbus in D.B. 525, pg. 454;

Thence N $34^{\circ}59'24''$ E, 3.50', along the centerline of said Alum Creek, being the west line of said 3.82 acre tract, the east line of said Nelson Park, and said 11.714 acre tract, to a point;

Thence N $48^{\circ}31'15''$ E, 319.22', continuing along the centerline of said Alum Creek, the west line of said 3.82 acre tract, the east line of said Nelson Park and said 11.71 acre tract and the east line of the balance of a 1 acre tract described in a deed to the City of Columbus in O.R. 27883 D02, and the west line of a 35' wide strip as described in a deed to City of Columbus as recorded in Deed Book 573, Pg. 200, to a point, said point being the northwest corner of said 3.82 acre tract, being the southwest corner of a 30' wide strip of land as described in a deed to Frank K. Brown & Blythe M. Brown as recorded in Instrument No. 200907080099780, said point being the northeast corner of said City of Columbus 35' wide strip and being the southeast corner of a 6.56 acre tract as described in a deed to City of Columbus as recorded in Deed Book 924, Pg. 203, said point being in the centerline of said former Maryland Ave.;

Description of 3.167 acres continued

Thence S 86°00'14"E, 486.44', (passing at set iron pin at 75.00'), along the north line of said 3.82 acre tract, being the south line of said Brown tract, being the centerline of said former Maryland Ave., to a ¾" iron pipe found with cap stamped "MYERS 6579";

Thence S 04°02'45"W, 229.66', crossing said 3.82 acre tract, along a new division line, to the True Place of Beginning, having an area of 137962 Square Feet, 3.167 Acres, being all out of Auditor's Parcel No. 020-000115.

Bearings are based on the west of said North Parkview Ave, as being N 03°42'56" W based on GPS observations using the State of Ohio Department of Transportation VRS System, the State Plane Coordinate System, Ohio South Zone, North American Datum, of 1983, also known as NAD83 (2011 Adjustment). All iron pins set are 5/8" rebar, 30" long with yellow plastic cap stamped "J & J Surveying". All references to documents are recorded in the Franklin County Recorder's Office. This description is based on an actual field survey performed by J & J Surveying under the direction of John W. Wetherill, P.S. 7811, in October 2020.

EASEMENT

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Howard Belford Trust, (“Grantor”), as owner of the real property described in Exhibit A, does hereby grant and convey to The City of Bexley, an Ohio municipal corporation, (“Grantee”), as owner of a Conservation Easement donated from Grantor to Grantee over the Grantor’s property more particularly described in Exhibit B (the “Conservation Easement Area”), a perpetual non-exclusive easement over the portion of Grantor’s property more particularly described on Exhibit C (the “Easement Area”) for ingress and egress of pedestrian and vehicular traffic to and from the public right of way by Grantee over and to the Conservation Easement Area (the “Easement Purpose”). The Easement Purpose shall further include trimming and removing trees and other vegetation the condition of which poses a safety hazard to Grantee’s use of the Easement Area and for mitigating disease or invasive species thereon and repairing, replacing or removing any permitted fencing on Grantor’s property (other than any fencing as permitted below), all subject to the following conditions and restrictions: (i) no motorized vehicles shall be permitted in the Easement Area except for maintenance utility vehicles used solely for the maintenance of the Easement Area; (ii) Grantee shall provide Grantor with at least 48 hours notice prior to entering the Easement Area; (iii) Grantee shall promptly restore any damage to Grantor’s property resulting from Grantees use of the Easement Area; (iv) Grantee shall use all reasonable effort to minimize noise and disruption caused by its use of the Easement Area; (v) except in the case of emergency, Grantee shall limit its use of the Easement Area to weekdays between the hours of 9:00 a.m. and 4:00 pm; and (vi) Grantee is prohibited from using the Easement Area to transport equipment or materials that are not necessary to accomplish the Easement Purpose, being the Grantee’s use and maintenance of the Conservation Easement Area.

Grantor reserves the right to construct fencing across any portion of the Easement Area and along the boundary line along the boundary of the Easement Area provided Grantor incorporates gating sufficient to allow Grantee’s reasonable use of the Easement Area to access the Conservation Easement Area as provided herein. Grantor shall provide Grantee with keys to any locks on such gates. To the extent any obstruction exists within the Easement Area, Grantee may deviate from the Easement Area into Grantor’s property during ingress and egress only to

the extent necessary to move around such obstruction and shall immediately return to the Easement Area.

The covenants contained herein shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successor and assigns. The easement granted herein is solely for the benefit of the Grantee as owner of the Conservation Easement, and as such is an appurtenant easement. This Easement may not be modified or amended without the prior written approval of the Grantor and Grantee. The provisions of this Easement are not intended to create, nor shall they be construed as creating, any rights in and for the benefit of the general public.

IN WITNESS WHEREOF, the parties have executed this agreement as of this ____ day of _____, 2021.

GRANTOR:

Howard Belford Trust,

BY: _____

David Belford, Trustee

STATE OF OHIO::

COUNTY OF FRANKLIN::

This instrument was acknowledged before me on _____, 2021 by David Belford, Trustee of the Howard Belford Trust.

Notary Public in and for the state of Ohio.

This instrument prepared by Glen A. Dugger, 37 West Broad Street, Columbus, Ohio. 43215

EXHIBIT B

(THE CONSERVATION EASEMENT AREA)

Description of 3.167 acres

Situated in the State of Ohio, County of Franklin, City of Bexley and being a part of Half Section 16, Section 16, Township 5, Range 22, Refugee Lands, and being 3.167 acres out of an original

3.82 acre tract as described in a deed to Howard Belford, Trustee of the 361 North Parkview Trust Dated January 31, 2006, as recorded in Instrument No. 200604260078145, Franklin County Recorder's Office, said 3.167 acre tract being more particularly described as follows:

Beginning for reference at a found $\frac{3}{4}$ " iron pipe located at the southeast corner of Lot 2 in Block No. 1 of Bullitt Park as recorded in P.B. 4, Pg. 416, said iron pipe being in the west line of North Parkview Ave. (80' wide), said iron pipe being the northeast corner of Lot 3 of said Bullitt Park as described in a deed to Melanie Schottenstein as recorded in Instrument No. 201307120117099 (1.640 acres by deed), said iron pipe being located S $03^{\circ}42'56''$ W 230.34' from a found $\frac{3}{4}$ " iron pipe in the centerline of former Maryland Ave. (60' wide, Atchison St. per said plat of Bullitt Park) as vacated by Ordinance No. 997, Village of Bexley dated 12/11/1926;

Thence N $85^{\circ}55'30''$ W, 487.95' (passing a found 2" iron pipe at the southwest corner of said Lot 2 at 264.83'), along the south line of said Lot 2, the north line of said Lot 3, the south line of said

3.82 acre tract, and being the north line of said Schottenstein 1.640 tract, to a found $\frac{3}{4}$ " iron pipe, said iron pipe being the northwest corner of said 1.640 acre tract and being the northeast corner of a 0.460 acre tract as described in a deed to Jane P. Doerr-Robinson & Timothy C. Robinson as recorded in Instrument No. 20190960115280, said iron pipe being the True Place of Beginning for the herein described 3.167 acre tract;

Thence N $86^{\circ}04'43''$ W, 711.89' (passing a found $\frac{3}{4}$ " iron pipe at 622.06'), along the south line of said 3.82 acre tract, being the north line of said 0.460 acre tract and being the north line of a 2.047 acre tract as described in a deed to City of Bexley as recorded in Instrument No. 201908290111439, to a point in the centerline of Alum Creek, said point being in the east line of Nelson Park being a part of Lot 1 of the Nelson Heirs' Partition, Franklin County Court of Common Pleas Complete Record 28, page 454 conveyed as an 11.71 acre tract to the City of Columbus in D.B. 525, pg. 454;

Thence N $34^{\circ}59'24''$ E, 3.50', along the centerline of said Alum Creek, being the west line of said

3.82 acre tract, the east line of said Nelson Park, and said 11.714 acre tract, to a point;

Thence N 48°31'15"E, 319.22', continuing along the centerline of said Alum Creek, the west line of said 3.82 acre tract, the east line of said Nelson Park and said 11.71 acre tract and the east line of the balance of a 1 acre tract described in a deed to the City of Columbus in O.R. 27883 D02, and the west line of a 35' wide strip as described in a deed to City of Columbus as recorded in Deed Book 573, Pg. 200, to a point, said point being the northwest corner of said 3.82 acre tract, being the southwest corner of a 30' wide strip of land as described in a deed to Frank K. Brown & Blythe M. Brown as recorded in Instrument No. 200907080099780, said point being the northeast corner of said City of Columbus 35' wide strip and being the southeast corner of a 6.56 acre tract as described in a deed to City of Columbus as recorded in Deed Book 924, Pg. 203, said point being in the centerline of said former Maryland Ave.;

Description of 3.167 acres continued

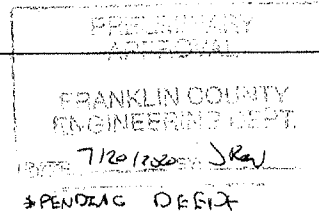
Thence S 86°00'14"E, 486.44', (passing at set iron pin at 75.00'), along the north line of said 3.82 acre tract, being the south line of said Brown tract, being the centerline of said former Maryland Ave., to a ¾" iron pipe found with cap stamped "MYERS 6579";

Thence S 04°02'45"W, 229.66', crossing said 3.82 acre tract, along a new division line, to the True Place of Beginning, having an area of 137962 Square Feet, 3.167 Acres, being all out of Auditor's Parcel No. 020-000115.

Bearings are based on the west of said North Parkview Ave, as being N 03°42'56" W based on GPS observations using the State of Ohio Department of Transportation VRS System, the State Plane Coordinate System, Ohio South Zone, North American Datum, of 1983, also known as NAD83 (2011 Adjustment). All iron pins set are 5/8" rebar, 30" long with yellow plastic cap stamped "J & J Surveying". All references to documents are recorded in the Franklin County Recorder's Office. This description is based on an actual field survey performed by J & J Surveying under the direction of John W. Wetherill, P.S. 7811, in October 2020.

2740 East Main Street
Bexley, Ohio 43209-2577
(614) 235-8677
Telefax 235-4559
Email: info@myerssurveying.com

1.175 Acres



Situated in the State of Ohio, County of Franklin, City of Bexley, located in Half Section No. 16, Section No. 11, Township 4, Range 22, Refugee Lands and being part of Lot Number One (1) which was set off and assigned to Anne Eliza Nelson by the Court at Common Pleas of Franklin County, Ohio in the case of John J. Nelson, et al, against Charles Eldridge and Catherine Eldridge and as designated on the plat of partition case as recorded in Complete Record 20, Page 458 and being part of the 3.82 acre, part of Parcel Two conveyed Howard Belford, Trustee of The 361 North Parkview Trust dated January 31, 2006 shown in record in Inst. No. 200604260078145, Franklin County Recorder's Office, and being more particular described as follows:

Commencing at a found 1" dia. pipe with a cap inscribed "RD Zande & Assoc. on the west right at way line of N. Parkview Ave. (80 feet wide), being the northeast corner of Lot 8 of the Resubdivision of Lot Numbers 1, 2, 5 and 6 of Walter Jeffery Addition, as shown and delineated upon the recorded plat thereof, of record in Plat Book 84, Page 67, also being the southeast corner of a 1.640 acre tract conveyed to Melanie Schottenstein (Inst. No. 201307120117099);

Thence, along the west right of way line of N. Parkview Ave., the east line of said 1.640 acre tract, North 04° 47' 00" West, 146.20 feet to a found a 1 1/2" dia. iron pipe at the northeast corner at said 1.640 acre tract, the southeast corner of Lot 2, Block 1 of Bullitt Park (P.B. 4, P. 416)

Thence, along part of the north line of said 1.640 acre tract, along the south line of said Lot 2, North 84° 52' 24" West, 264.78 feet to a found 2" dia. iron pipe at the southwest corner of said Lot 2, an angle point in the north line of said 1.640 acre tract, the southeast corner of said 3.82 acre tract, and being the **TRUE POINT OF BEGINNING**:

Thence, along part of the south line of said 3.82 acre tract, along part of the north line of said 1.640 acre tract, North 84° 59' 25" West, 223.28 feet to a found 1" dia. iron pipe at the northwest corner of said 1.640 acre tract, the northeast corner of a 0.460 acre tract (Tract II) conveyed to Jane P Doerr-Robinson and Timothy E Robinson (Inst. No 201909060115280)

Thence, across said 3.82 acre tract, along the east line of said 0.460 acre tract extended northerly across said 3.82 acre tract, North 05° 04' 05" East, 229.65 feet to a set iron pipe on the north line of said 3.82 acre tract, being the north line at said Half Section, and being on the south line of a twenty (20) foot in width strip of land conveyed to Frank K. Brown, II and Blythe M. Brown (Inst No 200907080099780);

Thence, along the north line of said Half Section, along part of the north line of said 3.83 acre tract, along part of the south line of said twenty (20) foot in width strip of land, South 84° 58' 04" East. 222.37 feet to a found 1" dia. solid iron pin at the northeast corner of said Half Section, the northwest corner of a strip of land thirty (30) foot in width adjoining Lot 1, Block 1, of said Bullitt Park on the north, said strip being formerly known as Maryland Ave., vacated by Ord. No. 977 in December 11 1928 (repealed) and vacated by Ord. No. 2-50 (City retained easement rights) on February 14 1950, being referenced by an 1" dia. iron pipe found South 84°58' 04" East, 264.11 feet therefrom;

Thence along part of the east line of said Half Section, along the west line of said thirty (30) foot strip, along the west line of said Lots 1 and 2 of Block 1, South 04° 50' 27" West, 229.56 feet to the place of beginning **CONTAINING 1.175 acres (51,162 sf)** subject, however, to all legal highways, easements, leases, restrictions of record and of records in the respective utility offices. Iron pipes set are 1" (O.D) by 30" long with an orange plastic cap inscribed MYERS PS 6579. Basis of bearing is a north line of the 1.640 acre tract held as North 84°52'24" West. The foregoing description was prepared from a boundary survey by Myers Surveying in July 2020

 7/17/2020

Joseph P. Myers, P.S 7361
Myers Surveying Co., Inc.

JPM/qp
8061820 legal



Myers Surveying Company, Inc.

2740 East Main Street, Columbus 43209 (Bexley), Ohio

614-235-8677

FAX:614-235-4559

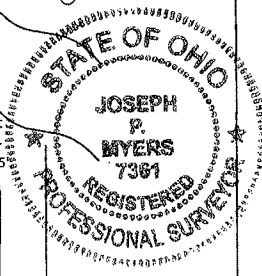
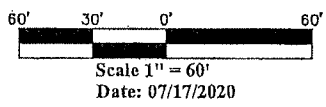
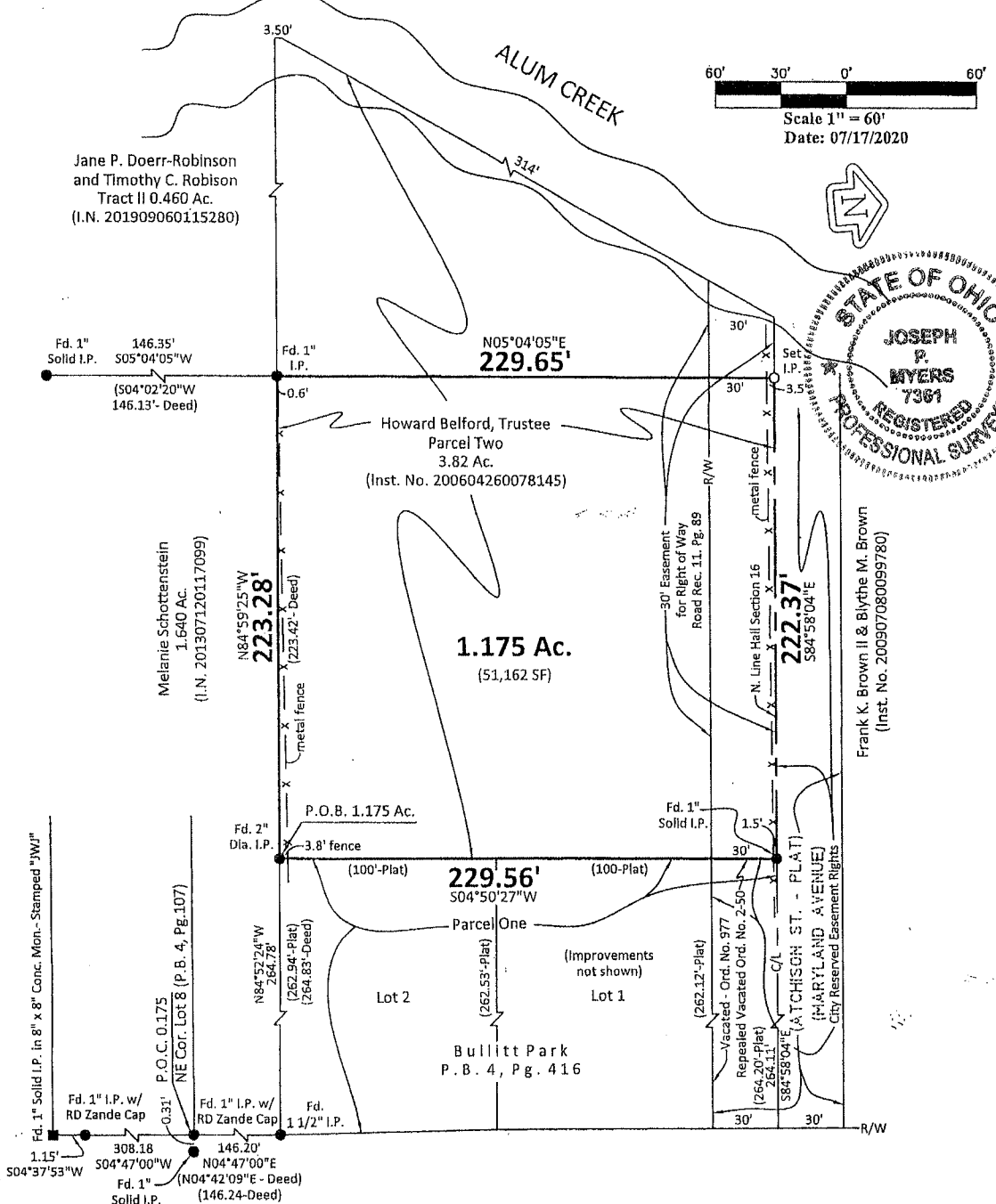
A Boundary Survey prepared for and certified to:

David A Belford

Legal Description: Situated in The State of Ohio, County of Franklin, City of Bexley, Being 1.175 Acres, Part of a 3.82 Ac. Tract, Plat Book 4, Page 416

Applicant:

Posted Address: 361 N. Parkview Avenue, Bexley, Ohio



N. PARKVIEW AVENUE 80'

We hereby certify that the foregoing Boundary Survey was prepared from actual field measurements in accordance with Chapter 4733-37 Ohio Administrative Code. Iron pipes set are 30"x1" O.D. with an orange plastic plug inscribed "MYERS P.S. 6579", unless otherwise noted. Basis of bearings is the north line of 1.640 acre tract (I.N. 201307120117099) held as N84°52'24"W.

By *Joseph P. Myers*
7/17/2020
Professional Surveyor

| | | | | | |
|------------------------------|------|-------|------|------|-----|
| Myers Order No.-8-06/18/2020 | Rec. | Field | DWG. | Ltr. | Ck. |
|------------------------------|------|-------|------|------|-----|

RESOLUTION NO. 07- 21

By: Monique Lampke

A Resolution confirming the Mayor’s appointments of members to the Architectural Review Board; the Board of Zoning Appeals and Planning; the Recreation and Parks Board; the Tree and Public Gardens Commission; the Board of Health; the Civil Service Commission; the Community Reinvestment Area Housing Council; the Tax Incentive Review Council, the Board of Tax Review; the Records Commission; and the Bexley Community Improvement Corporation

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:

| Nominee | Position | Term Expiring |
|-----------------|------------------|----------------------|
| Larry Helman | Member | June 30, 2024 |
| Jo Ann Strasser | Member | June 30, 2024 |
| Keith Hall | Alternate Member | June 30, 2024 |

Section 2. That City Council hereby confirms the following appointments to the Board of Zoning Appeals and Planning:

| Nominee | Position | Term Expiring |
|------------------|------------------|----------------------|
| Alissha Mitchell | Member | June 30, 2024 |
| Sean Turner | Member | June 30, 2024 |
| Rick Levine | Alternate Member | June 30, 2024 |

Section 3. That City Council hereby confirms the following appointments to the Recreation and Parks Board:

| Nominee | Position | Term Expiring |
|----------------|-----------------|----------------------|
| Clare Cebalos | Member | June 30, 2024 |
| Jessica Sparks | Member | June 30, 2024 |

Section 4. That City Council hereby confirms the following appointments to the Tree and Public Gardens Commission:

| Nominee | Position | Term Expiring |
|------------------|------------------|----------------------|
| Dave Wakeman | Member | June 30, 2024 |
| Jim Wilson | Member | June 30, 2024 |
| Ellen Bowden | Alternate Member | June 30, 2023 |
| Mollie O'Donnell | Alternate Member | June 30, 2024 |

Section 5. That City Council hereby confirms the following appointments to the Bexley Board of Health:

| Nominee | Position | Term Expiring |
|------------------|-----------------|----------------------|
| Dr. Harlan Meyer | Member | June 30, 2024 |

Section 6. That City Council hereby confirms the following appointments to the Board of Tax Review:

| Nominee | Position | Term Expiring |
|----------------|-----------------|----------------------|
| Leslie Albeit | Member | June 30, 2024 |
| Robert Schmitz | Member | June 30, 2024 |

Section 7. That City Council hereby confirms the following appointments to the Civil Service Commission:

| Nominee | Position | Term Expiring |
|----------------|-----------------|----------------------|
| John Offenber | Member | June 30, 2027 |

Section 8. That City Council hereby appoints the following members to the Community Reinvestment Area Housing Council:

| Nominee | Position | Term Expiring |
|----------------|-----------------|----------------------|
|----------------|-----------------|----------------------|

Section 9. That City Council hereby confirms the following appointments to the Tax Incentive Review Council:

| Nominee | Position | Term Expiring |
|----------------|-----------------|----------------------|
| Deborah Kutasy | Member | June 30, 2024 |
| Mark Weiker | Member | June 30, 2024 |

Section 10. That City Council hereby confirms the following appointment to the Records Commission:

| Nominee | Position | Term Expiring |
|----------------|-----------------|----------------------|
| Kate Mosca | Member | June 30, 2024 |

Section 11. That City Council hereby confirms the following appointments to the Community Improvement Corporation:

| Nominee | Position | Term Expiring |
|------------------|-----------------|----------------------|
| Itzhak Ben-David | Member | December 31, 2024 |
| Sarah Gold | Member | December 31, 2024 |
| Andrew Madison | Member | December 31, 2024 |
| Jeff Walker | Member | December 31, 2024 |

Section 12.

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

Passed _____, 2021

Lori Ann Feibel, President of Council

Attest: _____, 2021
William Harvey, Clerk of Council

Approved: _____, 2021

Benjamin Kessler, Mayor

First Reading:

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:

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

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.

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 | 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.



An **AEP** Company

Table of Contents

| | |
|--------------------------------------|---|
| Executive Summary | 4 |
| Supplier Qualifications | 5 |
| Prior Experience | 6 |
| Personnel | 7 |
| Customer References | 8 |
| Contract Performance | 9 |
| Cost Proposal | 9 |



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.



An **AEP** Company

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) | |
|----------------|----------------------------------|--|----------------------------------|--|
| | 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 ¹ | Full-Requirements, All-Inclusive | Energy Only ¹ |
| Price | 5.314 ² | 4.386 | 5.377 ³ | 4.239 |

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

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

³Price 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, 2021 by ^{ed.}
Frank Wilton, the VP Resi & Small 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) ¹ | \$1.920 billion |
| 2019 Earnings per share (ongoing) ¹ | \$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 |

¹The 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 th 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:

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

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

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

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

ARTICLE 1 - OBLIGATIONS OF THE PARTIES

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 - TERM AND TERMINATION

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

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

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

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

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

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

ARTICLE 3 - DELIVERY TERM

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

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

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

ARTICLE 4 - BILLING AND PAYMENTS

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

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

ARTICLE 5 - DEFAULT AND REMEDIES

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

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

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

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

ARTICLE 6 - FORCE MAJEURE

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

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

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

ARTICLE 7 - LIMITATION OF LIABILITY

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

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

ARTICLE 8 - REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 - CONFIDENTIAL INFORMATION

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

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

ARTICLE 10 - MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AEP ENERGY, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

ATTACHMENT A:

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

Attachment A to Government Aggregation Master Retail Electric Supply Agreement

Between

and AEP Energy, Inc.

Term:

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

Pricing:

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

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

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

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

Mercantile Accounts:

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

COVERAGES

CERTIFICATE NUMBER: 6LVUT57T

REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER

For Informational Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

| | Years Ended December 31, | | |
|---|--------------------------|--------------------|--------------------|
| | 2019 | 2018 | 2017 |
| REVENUES | | | |
| 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 |
| TOTAL REVENUES | <u>15,561.4</u> | <u>16,195.7</u> | <u>15,424.9</u> |
| EXPENSES | | | |
| 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 |
| TOTAL EXPENSES | <u>12,969.1</u> | <u>13,513.0</u> | <u>11,899.9</u> |
| OPERATING INCOME | 2,592.3 | 2,682.7 | 3,525.0 |
| Other Income (Expense): | | | |
| 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 | <u>(1,072.5)</u> | <u>(984.4)</u> | <u>(895.0)</u> |
| INCOME BEFORE INCOME TAX EXPENSE (BENEFIT) AND EQUITY EARNINGS | 1,834.8 | 1,973.5 | 2,816.2 |
| Income Tax Expense (Benefit) | (12.9) | 115.3 | 969.7 |
| Equity Earnings of Unconsolidated Subsidiaries | 72.1 | 73.1 | 82.4 |
| NET INCOME | 1,919.8 | 1,931.3 | 1,928.9 |
| Net Income (Loss) Attributable to Noncontrolling Interests | <u>(1.3)</u> | <u>7.5</u> | <u>16.3</u> |
| EARNINGS ATTRIBUTABLE TO AEP COMMON SHAREHOLDERS | <u>\$ 1,921.1</u> | <u>\$ 1,923.8</u> | <u>\$ 1,912.6</u> |
| WEIGHTED AVERAGE NUMBER OF BASIC AEP COMMON SHARES OUTSTANDING | <u>493,694,345</u> | <u>492,774,600</u> | <u>491,814,651</u> |
| TOTAL BASIC EARNINGS PER SHARE ATTRIBUTABLE TO AEP COMMON SHAREHOLDERS | <u>\$ 3.89</u> | <u>\$ 3.90</u> | <u>\$ 3.89</u> |
| WEIGHTED AVERAGE NUMBER OF DILUTED AEP COMMON SHARES OUTSTANDING | <u>495,306,238</u> | <u>493,758,277</u> | <u>492,611,067</u> |
| TOTAL DILUTED EARNINGS PER SHARE ATTRIBUTABLE TO AEP COMMON SHAREHOLDERS | <u>\$ 3.88</u> | <u>\$ 3.90</u> | <u>\$ 3.88</u> |

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)

| | Years Ended December 31, | | |
|--|---------------------------------|--------------------------|--------------------------|
| | 2019 | 2018 | 2017 |
| Net Income | <u>\$ 1,919.8</u> | <u>\$ 1,931.3</u> | <u>\$ 1,928.9</u> |
| <u>OTHER COMPREHENSIVE INCOME (LOSS), NET OF TAXES</u> | | | |
| 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 | <u>57.7</u> | <u>(33.0)</u> | <u>86.5</u> |
| TOTAL OTHER COMPREHENSIVE INCOME (LOSS) | <u>(27.3)</u> | <u>(23.7)</u> | <u>88.5</u> |
| TOTAL COMPREHENSIVE INCOME | 1,892.5 | 1,907.6 | 2,017.4 |
| Total Comprehensive Income (Loss) Attributable To Noncontrolling Interests | <u>(1.3)</u> | <u>7.5</u> | <u>16.3</u> |
| TOTAL OTHER COMPREHENSIVE INCOME ATTRIBUTABLE TO AEP COMMON SHAREHOLDERS | <u><u>\$ 1,893.8</u></u> | <u><u>\$ 1,900.1</u></u> | <u><u>\$ 2,001.1</u></u> |

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 | | | | | | Total |
|---|-------------------------|-------------------|--------------------|----------------------|--|-----------------------------|--------------------|
| | Common Stock | | Paid-in Capital | Retained Earnings | Accumulated Other Comprehensive Income (Loss) | Noncontrolling Interests | |
| | Shares | Amount | | | | | |
| TOTAL EQUITY – DECEMBER 31, 2016 | 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 |
| TOTAL EQUITY – DECEMBER 31, 2017 | 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) |
| TOTAL EQUITY – DECEMBER 31, 2018 | 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 Semptra 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) |
| TOTAL EQUITY – DECEMBER 31, 2019 | <u>514.4</u> | <u>\$ 3,343.4</u> | <u>\$ 6,535.6</u> | <u>\$ 9,900.9</u> | <u>\$ (147.7)</u> | <u>\$ 281.0</u> | <u>\$ 19,913.2</u> |

(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)

| | December 31, | |
|---|--------------------|--------------------|
| | 2019 | 2018 |
| CURRENT ASSETS | | |
| 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 |
| TOTAL CURRENT ASSETS | <u>4,077.8</u> | <u>4,113.9</u> |
| PROPERTY, PLANT AND EQUIPMENT | | |
| 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 |
| Total Property, Plant and Equipment | <u>79,145.7</u> | <u>73,085.2</u> |
| Accumulated Depreciation and Amortization | 19,007.6 | 17,986.1 |
| TOTAL PROPERTY, PLANT AND EQUIPMENT – NET | <u>60,138.1</u> | <u>55,099.1</u> |
| OTHER NONCURRENT ASSETS | | |
| 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 |
| TOTAL OTHER NONCURRENT ASSETS | <u>11,676.4</u> | <u>9,589.8</u> |
| TOTAL ASSETS | <u>\$ 75,892.3</u> | <u>\$ 68,802.8</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 |
| CURRENT LIABILITIES | | |
| 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 |
| TOTAL CURRENT LIABILITIES | <u>10,299.1</u> | <u>8,648.8</u> |
| NONCURRENT LIABILITIES | | |
| 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 |
| TOTAL NONCURRENT LIABILITIES | <u>45,571.4</u> | <u>40,985.8</u> |
| TOTAL LIABILITIES | <u>55,870.5</u> | <u>49,634.6</u> |
| Rate Matters (Note 4) | | |
| Commitments and Contingencies (Note 6) | | |
| MEZZANINE EQUITY | | |
| Redeemable Noncontrolling Interest | 65.7 | 69.4 |
| Contingently Redeemable Performance Share Awards | 42.9 | 39.4 |
| TOTAL MEZZANINE EQUITY | <u>108.6</u> | <u>108.8</u> |
| EQUITY | | |
| Common Stock – Par Value – \$6.50 Per Share: | | |
| | <u>2019</u> | <u>2018</u> |
| 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) |
| TOTAL AEP COMMON SHAREHOLDERS' EQUITY | <u>19,632.2</u> | <u>19,028.4</u> |
| Noncontrolling Interests | 281.0 | 31.0 |
| TOTAL EQUITY | <u>19,913.2</u> | <u>19,059.4</u> |
| TOTAL LIABILITIES, MEZZANINE EQUITY AND EQUITY | <u>\$ 75,892.3</u> | <u>\$ 68,802.8</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)

| | Years Ended December 31, | | |
|--|--------------------------|------------------|------------------|
| | 2019 | 2018 | 2017 |
| OPERATING ACTIVITIES | | | |
| Net Income | \$ 1,919.8 | \$ 1,931.3 | \$ 1,928.9 |
| Adjustments to Reconcile Net Income to Net Cash Flows from Operating Activities: | | | |
| 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 |
| Changes in Certain Components of Working Capital: | | | |
| 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) |
| Net Cash Flows from Operating Activities | <u>4,270.1</u> | <u>5,223.2</u> | <u>4,270.4</u> |
| INVESTING ACTIVITIES | | | |
| 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 |
| Net Cash Flows Used for Investing Activities | <u>(7,144.5)</u> | <u>(6,353.6)</u> | <u>(3,656.4)</u> |
| FINANCING ACTIVITIES | | | |
| 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) |
| Net Cash Flows from (Used for) Financing Activities | <u>2,862.9</u> | <u>1,161.9</u> | <u>(604.9)</u> |
| Net Increase (Decrease) in Cash, Cash Equivalents and Restricted Cash | (11.5) | 31.5 | 9.1 |
| Cash, Cash Equivalents and Restricted Cash at Beginning of Period | 444.1 | 412.6 | 403.5 |
| Cash, Cash Equivalents and Restricted Cash at End of Period | <u>\$ 432.6</u> | <u>\$ 444.1</u> | <u>\$ 412.6</u> |

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



**Public Utilities
Commission**

Sam Randazzo, Chairman

Commissioners

M. Beth Trombold
Lawrence K. Friedeman
Dennis P. Deters
Daniel R. Conway

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.
Technician A Date Processed 5/27/20

180 East Broad Street
Columbus, Ohio 43215-3793

(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: De

APPLICANT

PARTY OF RECORD

ATTORNEY

AEP ENERGY, INC
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 COLUMBUS, OH 43219
 Phone: 6146824350
 Email: mdutton@AEPenergy.com

NONE

AEP ENERGY, INC VICE PRESIDENT, OPERATIONS
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ATTORNEY

PARTY OF RECORD

ATTORNEY

none

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none

*Ramsey, Nedra
 PUCO
 180 E Broad St
 7th Floor

5/27/2020

Service Notice For Case: 10-0384-EL-CRS

Columbus,OH 43081

Phone:614-466-8526

Email:Nedra.Ramsey@puco.ohio.gov

none

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none

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none

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CINCINNATI,OH 45242

Phone:513-672-6732

Fax:513-792-6724

Email:CHRISTOPHER_MUZZO@GSHLLP.COM

ORDINANCE NO. 25 - 21

BY: Jessica Saad

An ordinance to amend Sections 1220.03, 1220.05, 1223.06, and 1223.08 to specify the membership, quorum, and majority vote of the Board of Zoning Appeals and Planning and the Architectural Review Board

WHEREAS, The Architectural Review Board (ARB) and the Board of Zoning Appeals and Planning (BZAP) provide a critical service to the City in analyzing and approving proposed zoning and construction work in the City; and

WHEREAS, Continuity of board attendance between concurrent meetings can be critical to a well-considered outcome; and

WHEREAS, When one or two board members are missing from a meeting, the current rule requiring a majority of the full board for approval as opposed to a majority of those in attendance can disadvantage applicants in that it can necessitate super majority votes, and can lead to alternates being pressed to vote on an application they may not be fully familiar with if information was conveyed at prior meetings that they did not attend; and

WHEREAS, This ordinance is intended to encourage greater continuity between commission and board meetings and to provide better service to applicants throughout the approval process;

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

Section 1.

That Chapter 1220.03 is hereby amended as follows:

1220.03 MEMBERSHIP, TERM AND ORGANIZATION.

(a) The Board of Zoning and Planning shall consist of seven (7) regular members and up to **two (2)** alternate members consisting of electors of the City not holding other municipal office.

(b) The members are to be appointed by the Mayor and approved by the majority of Council for terms of three (3) years each. Any vacancy during the term of a member shall be filled by an alternate member appointed by the mayor. Alternate members shall serve only during the absence of a regular Board member.

(c) The Board shall designate a Secretary. The duties of the Secretary shall be as designated in the Rules and Regulations as adopted by the Board from time to time.

Section 2.

That Chapter 1220.05 is hereby amended as follows:

1220.05 QUORUM AND MAJORITY VOTE REQUIRED.

- (a) Four (4) members shall constitute a quorum to conduct business, provided, however, that two (2) members, including the Chairperson, shall constitute a quorum for the purpose of adjourning a meeting.
- (b) **A majority** ~~Four (4) votes~~ of the Board membership **in attendance** shall be required for rendering a final decision on any matter or proposal, including, for the Board, the forwarding to the City Council of a recommendation. (Ord. 29-16. Passed 11-15-16.)

Section 3.

That Chapter 1223.06 is hereby amended as follows:

1223.06 MEMBERSHIP, TERM AND ORGANIZATION.

- (a) The Architectural Review Board shall consist of five (5) regular members and up to **two (2)** alternate members consisting of electors of the City not holding other municipal office.
- (b) The members are to be appointed by the Mayor and approved by the majority of Council for terms of three (3) years each. Any vacancy during the term of a member shall be filled by an alternate member appointed by the mayor. Alternate members shall serve only during the absence of a regular Board member.
- (c) The Board shall designate a Secretary. The duties of the Secretary shall be as designated in the Rules and Regulations as adopted by the Board from time to time.

Section 4.

That Chapter 1223.08 is hereby amended as follows:

1223.08 QUORUM AND MAJORITY VOTE REQUIRED.

- (a) Three (3) members shall constitute a quorum to conduct business, provided, however, that two (2) members, including the Chairperson, shall constitute a quorum for the purpose of adjourning a meeting.
- (b) ~~Three affirmative votes of members of the Board are~~ **A majority of the Board membership in attendance** is required to approve a final decision on any matter or proposal, including the forwarding to the Board of Zoning and Planning of a recommendation. Fewer than three affirmative votes shall constitute a denial.
- (c) Any member who has a conflict on any matter before the Board shall not participate in the matter in any way, including its presentation, discussions, or vote. However, a member may participate as an owner-applicant before the Board for property the member owns or has a legal right or interest in.

Section 5.

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

Passed _____, 2021

Lori Ann Feibel, President of Council

Attest: _____, 2021

William Harvey, Clerk of Council

Approved: _____, 2021

Benjamin Kessler, Mayor

First Reading: May 25, 2021

Second Reading:

Third Reading:

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

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.

DRAFT

