



City Council Meeting Agenda

Tuesday, August 10, 2021

6:00 PM

- 1) **Call to Order**
- 2) **Roll Call of Members**
- 3) **Pledge of Allegiance**
- 4) **Presentations/Special Guests**
 - A) Proclamations for Eagle Scout Rank Achievements: Harrison Dupler, Colten Phay, Tom Nakasako, Rob Donahey
 - B) Proclamation Honoring Madelyn Jeffries for her heroic actions at the David H. Madison Community Pool
 - C) Proclamations for BHS Track Athletes Mason Louis and Sydnie Smith
- 5) **Public Comments**
- 6) **President's Report**
- 7) **City Attorney Report**
- 8) **Administrative Update:**
 - A) Service Department- Service Director, Andy Bashore
 - B) Police Department Update- Chief Rinehart
 - C) Recreation and Parks Update- Mike Price
 - D) Finance Department Update- Bill Harvey
 - E) Mayor's Update
- 9) **Consent Agenda:**
 - A) Minutes from 6-22-2021 City Council Meeting.
 - B) Minutes from 7-7-21 Special City Council Meeting
- 10) **Ordinances/Resolutions with visiting presenters**
- 11) **Third 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)

12) Second Readings:

- A) Ordinance 28– 21 to amend section 262.02 (c)(3) to provide for Juneteenth as a holiday for employees (introduced by Ms. Robinson on June 22, 2021)
- B) Ordinance 29– 21 to amend 618.15 (Dogs on City Park and Recreational Property), to regulate the admittance of service animals in city parks (introduced by Mr. Markham on June 22, 2021)
- C) Ordinance 30 – 21 to create the position of “Chief Executive Assistant” (introduced by Mr. Markham on June 22, 2021)
- D) Ordinance 31 – 21 to create section 262.02 (c)(14)(A)(4), Vacation Accrual for New Employees, and to amend Section 262.02(c)(14)(D), Credit for Prior Service, to provide for credit for prior service to employees (introduced by Mr. Markham on June 22, 2021)

13) First Readings:

- A) Resolution 09-21 To authorize the Mayor to seek financial assistance from the Ohio Public Works Commission for funding of various capital infrastructure improvement projects associated with the proposed North Columbia Avenue and South Remington Road Comprehensive Improvements Project. (Introduced by Mr. Troy Markham on August 10, 2021)
- B) Resolution 10-21 granting area variances with conditions from the minimum lot requirements for the property located at 407 Northview Drive zoned R-3 residential, to allow two non-conforming contiguous lots in single ownership being used in combination and considered an undivided parcel under the Bexley City Code to be split to permit two independent lots and parcels that would not meet existing R-3 minimum lot requirements. (Introduced by Jessica Saad on August 10, 2021)
- C) Ordinance 33-21 to accept the material terms of the One Ohio settlement pursuant to the One Ohio memorandum of understanding and consistent with the terms of the July 21, 2021 national opioid settlement agreement and declaring an emergency. (Introduced by Mr. Troy Markham on August 10, 2021)
- D) Ordinance 34-21 to appropriate \$2,700 from the Friends of Jeffrey Preschool Fund to pay preschool related expenses in 2021. (Introduced by Mr. Troy Markham on August 10, 2021)

14) Tabled Ordinances:

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

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

August 10th, 2021

Street Department:

The Street Dept. crews are finishing up some cleanup work at Schenider park, the trail has been paved. The crew has been doing multiple concrete pours in various locations throughout the city. The crew is also working on asphalt spot patches.

Water and Sewer Department:

The Water/Sewer crew assisted a local engineering firm with a GIS project. The project is finished and useable for the department. The crew performed our annual hydrant flushing project in late June, two hydrants were found that needed repairs. Which have already been repaired. The crew continues to clean and video the main lines for inspection and making any repairs that can be repaired by city staff.

Urban Forestry/Grounds Maintenance:

The tree crew continues to work on tree pruning and removals. The grounds crew are mowing and working on bed maintenance and watering flower baskets throughout the city.

2021 Street Projects

Vernon-Main to Livingston- The project is in the final phase and should be complete in early October.

Drexel-Main to Broad-Preliminary work is complete. The water main, storm and sanitary work will begin in early October. 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:

The following streets are 90% complete and will be finished in early September.
Caroline-from Drexel to Cassady-
Charles-from Sheridan to College
Pleasant Ridge-from Main to Mound
Mound-Pleasant Ridge to Euclaire .

2021 **Sidewalk Project**

The project is well underway and should be complete in mid-September. The project area is in the central area of the City and is roughly will be between Cassady to Remington.

Service Dept. Highlights

- A painting project has been started. The project will include the painting of hydrants and street light poles. This project will complete in late August.
- The back-flow preventer program is under way and inspections are taking place. So far there have been 75 inspections that residents have scheduled with the contractors.
- The CMAC project is 80% complete and should be finished mid-August.
- Working on the city's sign inventory to prepare for a large-scale sign replacement program.
- The trash, recycle and yard waste bids are back in and under review.



Council Update – Chief of Police

August 10, 2021

Comments from Administrative Sergeant Overly: Dispatcher V. Hopper's moved from full-time status to part-time on July 27th. We are in the process of performing a background investigation a candidate. This individual has prior experience in law enforcement dispatching.

The Alumni worked July 4th during the evening events selling watermelon. Proceeds will go to the scholarship fund. On Monday, August 16th, the Alumni will be collecting School Supplies between 10:00 a.m. - 1:00 p.m. in front of Montrose Elementary.

I am working with CPD in organizing the entry of the Pelotonia into Bexley on East Broad and then North on Cassady out of the city.

Comments from Detective Sergeant Brickey: Detectives are currently busy with applicant background investigations. Five are mostly complete, two candidates have removed themselves from consideration, one has been disqualified, and three late entries still need to be completed. It is currently a very competitive market and some of our candidates still remain in consideration for positions at other agencies. Our detectives are working diligently to ensure we secure the most qualified candidate. Detectives also maintain their active caseload and continue to conclude more than their fair share of cases.

There was a recent joint agency press conference addressing the issues with unlicensed motorcycles and ATV's that continue to distress residents in the metro area. In the recent past, the concern was that pursuing these groups would cause more harm than allowing them to go unmolested. Columbus Police, Franklin County Sheriff's Office, Whitehall, and other suburban agencies teamed up using a number of new strategies last weekend in order to stop the lawless behavior. They made multiple arrests including multiple juveniles, one, a 12-year old, was armed with a loaded handgun. They recovered two stolen ATV's, multiple handguns and still hope to make more arrests. This is a good start to restoring law and order.

We have had a noticeable uptick in assaults, some of which involve juveniles as suspects and victims. One involved a 60-year old victim that said he was accosted by a group of 5 juveniles at Jeffrey Park. Their ages ranged from 11-13 years of age. The victim declined to press charges. Two of these juveniles were involved in kicking/breaking a door of another resident. She also declined to press charges after the parents offered to pay for half of the damages. The victim declined that as well, just asked the kids to stay away.

Statistics:

Dates	Calls for Service	Reports	Thefts	Burglaries	Robberies	Arrests
1/1 - 8/04/2021	7513	1072	158	30	10	259
1/1 - 8/4/2020	7646	913	159	52	6	242
8/4/20 - 8/4/21	11780	1720	298	63	15	393
8/4/19 - 8/4/20	13983	1590	269	81	9	413

Recreation Board Meeting:

- The Recreation Board met on Wednesday, Aug. 4th. The next Recreation Board meeting is Wednesday, September 1st at 5:30p at City Hall:

Pool Update:

- The switch to SwimSafe pool management has had a learning curve, which has been impacted by the Covid-19 pandemic resulting in:
 - Younger staff with less experience
 - Returning staff that had not guarded for two years
 - Condensed hiring and training schedule
 - Pool systems that had not run for two years
- We have and continue to work closely with SwimSafe to address any issues, and to SwimSafe's credit, they have been extremely responsive. Swimsafe increased their in-service and individual guard skills training. They added additional audits that focused on identifying a person in need of assistance and working through the Emergency Action Plan (EAP).
- Pool Finance Update:
 - Actual Revenue through 8/4 - \$251k (Projected Estimate for the Season \$207k)
 - Actual Expenses to date has not been totaled, however, with a fixed management contract I don't see large changes from the estimate of \$258k
 - At this point, we feel pretty good about the pool financials and expect to outperform initial loss estimates for the season.

Schneider Park Ribbon Cutting Ceremony – Friday, Aug 13th at 6p:

- We are so very excited to finally be able to hold the Schneider Park Ribbon Cutting Ceremony this Friday, Aug. 13th at 6p at Schneider Park.
- Council members should have all received an invite to the event.
- The Ribbon Cutting will be followed by the August Main Event Series with food, activities, music, and the movie Trolls World Tour.
- Special thank you to Richard Sharp and the BEAT for providing shuttling from the Trinity Lutheran Seminary parking lot to Schneider Park.
- Masks will be recommended for all in attendance except when seated with your household and eating food.

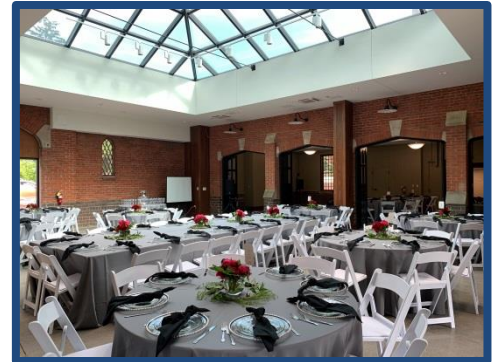
**Splish, Splash and Dash – Youth Triathlon – Saturday, Aug 21st:**

- The Splish, Splash and Dash – Youth Triathlon is back on Saturday, August 21st.
- Current registration numbers are at 234. We expect to have over 300 participants.

- We continue to need volunteers to help pull off this amazing event. Thank you to Lori Ann Feibel for her work coordinating the volunteer group. If you have an interest in volunteering, please reach out to Lori Ann, or visit www.bexley.org/ssd to register on the Sign-up Genius to volunteer.

Jeffrey Mansion Update:

- The project is nearly completed with a few items still yet to finalize. Some of the items that still need to be addressed before project completion are:
 - Some exterior brick work on the west portion of the building as well as down the new entry ramp.
 - AV installations as there have been some equipment delays.
 - There is a long delay on the exterior doors to the Carriage Court and the new access ramp. There are currently temporary doors in place.
 - Rod iron fencing on the back patio needs installed.
- We continue to book events, however, with the latest surge in the pandemic, we have also had a few events cancel/reschedule. With Alcohol Framework limiting alcohol events to two per month, finding a date to reschedule events had been a challenge.



Staffing:

- The Recreation Department is experiencing the same difficulty with staff shortages that has been a national trend. Summer staffing was difficult, but we were able to make it work. As we move back into the school year, Before/After Care staffing has been a significant challenge.
 - Management staff has worked extremely hard to get the job postings out to the area universities as well as utilizing online jobs posting sites, but applications have been limited.
 - We are going to continue to evaluate pay as a tool to encourage more applications to open positions. While I don't anticipate that having an impact on this year's budget, I do see it impacting the 2022 budget process.

4th of July – Review

- This was a very big undertaking. Besides our normal involvement in the 4th of July festivities (John Barr 5k Run and support efforts for the evening activities), we took the lead on the ticket/admission safety measures for this year's event.
 - Can't thank the staff enough for all of their time and energy. They went above and beyond to make sure this event could happen.



August 10, 2021

MAYOR'S UPDATE

Coming up in Bexley:

Thursdays, 4:00-7:00 pm:	Farmers' Market
July 21, 4:00 pm:	Tree Commission Meeting
July 22, 6:00 pm:	Board of Zoning Appeals and Planning
July 25:	Jazz in the Park
August 10:	Bexley Day!
August 12, 6:00 pm:	Architectural Review Board Meeting
August 13:	Main Event at Schneider Park
August 17, 4:00 pm:	Bexley CRB Monthly Meeting
August 17, 6:00 pm:	CIC Meeting
August 17, 6:00 pm:	ESAC Meeting
August 24, 5:00 pm:	OPWC Round 36 Funding Application E Public Hearing
August 24:	City Council Meeting
August 29:	Jazz in the Park with ES Collective
September 5:	Labor Day Block Party / Brewfest / Main Event

Some of What I've Been Up To:

- Weekly departmental meetings
- Routine staff and cabinet touch-base meetings
- Main Event committee meetings
- Worked on Bike repair initiative
- Pride crosswalk painting event
- Internal meetings re: 4th of July logistics and 4th of July events
- Joint Livingston Avenue Plan working group and follow up meetings
- Held Youth Interaction Policy Working Group Meeting #3
- Attended Parks Signage Meeting
- Pelotonia bike route logistics and communications meetings
- Labor Day Block Party planning meetings
- COVID-19 Task Force Meetings

COVID-19 Update

Due to the new challenges posed by the Delta variant of COVID-19, Franklin County Public Health and the City of Bexley, in keeping with CDC guidelines, are strongly encouraging the wearing of masks in indoor public spaces and outdoor spaces where distancing is not possible.

For community events taking place in August, the following public health guideline will apply:
We encourage all guests to wear a face covering unless seated with members of your household and able to socially distance from others.

4th of July Thanks

4th of July had several additional logistical hurdles this year in order to host a safe community celebration. Many many thanks to all of the staff and volunteers who helped pull it off!

Labor Day Block Party

On September 5th the the Labor Day Block Party, Main Event, and Brewfest come together on a closed-off Main Street for our biggest Labor Day Block Party yet!

Youth Interaction Policy Update

The third Youth Interaction Working Group took place in July, and working group members discussed data and the creation of survey to help identify issues and perceptions. The next meeting is later this week.

Livingston Avenue Plan Update

The Joint Livingston Avenue Plan continues to progress, with a steering committee in late July featuring some baseline concepts based primarily on traffic information gathered to date. Due to technical difficulties that impacted the meeting, a follow up steering committee is being planned later this month to help members better understand some of the proposals. Concepts being presented at this point

Interchange Contract

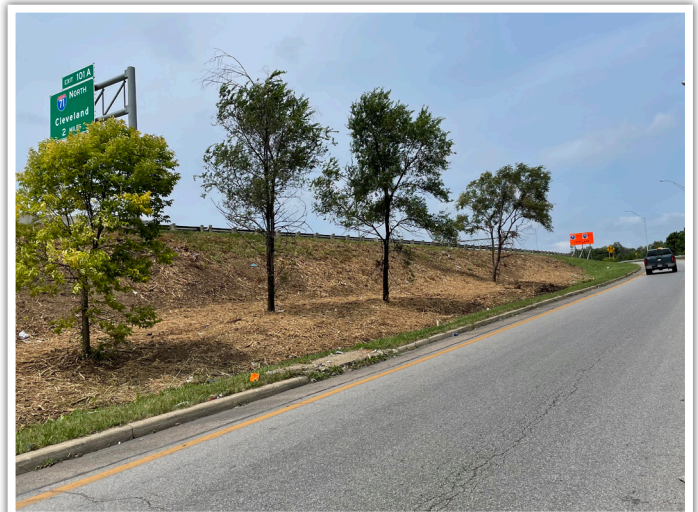
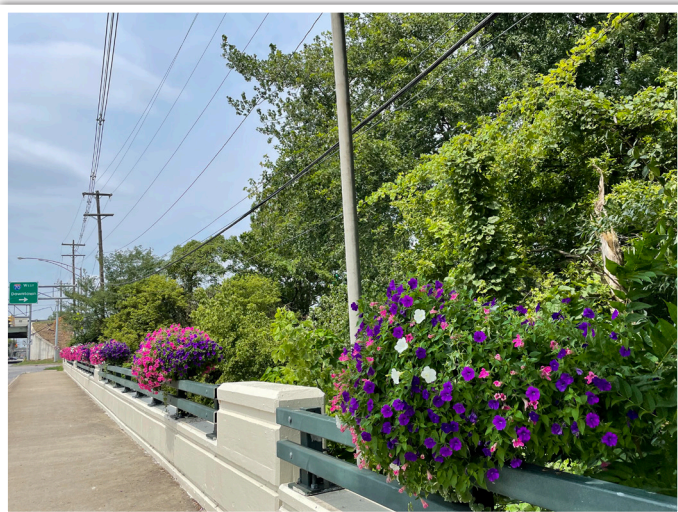
This summer we entered into a contract to help clean and maintain the major interstate on and off ramps leading into and out of Bexley. The initial clearing is under way, and you'll begin to notice dramatic differences on our exit ramps.



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



BEXLEYBLAST
CITY OF BEXLEY EMAIL COMMUNICATION SYSTEM







City Council Meeting Minutes

Tuesday, June 22, 2021

6:00 PM

1) Call to Order

The meeting was called to order by Ms. Feibel at 6:01 pm.

2) Roll Call of Members

City Council Members Present:

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

City Council Members Excused:

Jen Robinson

3) Pledge of Allegiance

4) Presentations/Special Guests

A) Nick Denby and Lauren Graham, Pelotonia

Mr. Denby, Pelotonia CFO, introduced himself and Lauren Applebaum, and gave an overview of Pelotonia stated that the course will ride through Bexley for the first time this year.

B) Caitlin Miller, Nationwide Children's Hospital Rubber Duck Race

Caitlin Miller introduced herself and Casteel Borsay; Ms. Borsay gave an overview of the Nationwide Children's Hospital 10th annual Duck Race.

5) Public Comments

There were no public comments.

6) President's Report

President Feibel shared a quote and an overview of the work Council has accomplished in the past year, and spoke briefly about the Fourth of July and CSG's Head of School.

7) City Attorney Report

Mr. Fishel announced an appeal has been officially filed regarding the 2300 Livingston property and that he has been in touch with the Franklin County Board of Elections regarding the

proposed Charter amendments.

8) Consent Agenda:

A) Minutes from the 6-8-21 City Council Meeting

The Consent Agenda was voted on after Administrative Updates. **Motion for approval by Mr. Markham, seconded by Mr. Klingler, Vote 6-0 APPROVED.**

Council members, Mayor Kessler, and Mr. Fishel discussed the recent change in format of the minutes.

9) Administrative Update:

A) Service Department Update- Andy Bashore

Mr. Bashore did not have anything to add to his written report.

B) Police Department Update- Chief Rinehart

Chief Rinehart did not have anything to add to his written report.

C) Recreation and Parks Update- Mike Price

Mr. Price encouraged community members to volunteer for the Fourth of July events and gave information about the John Barr 5k Race.

D) Finance Department Update- Bill Harvey

Mr. Harvey provided highlights from his written report, answered questions from Council members, and shared information about the newly hired payroll administrator.

E) Mayor's Update

Mayor Kessler provided highlights from his report, introduced Natalie Vawter, the City's new Chief Executive Assistance, shared the most recent COVID statistics, introduced Plastic-Free July, and answered questions from Council members and Mr. Harvey.

10) Ordinances/Resolutions with visiting presenters

There were no ordinances or resolutions with visiting presenters.

11) Third Readings:

A) 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 Council will hear from AEP Energy in August.

Motion for tabling by Mr. Sharp seconded by Ms. Lampke, Vote 6-0 TABLED.

B) 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)

Ms. Saad reminded Council that this ordinance is to provide continuity and efficiency in the BZAP and ARB meetings.

Council members, Mayor Kessler, Mr. Fishel, and Mr. Harvey discussed the language, the amendment, and its implication.

Motion to take action on the amendment by Ms. Saad, seconded by Mr. Markham, Vote 6-0 APPROVED. 7:11

Motion for approval by Ms. Saad, seconded by Mr. Sharp, Vote 6-0 APPROVED. 7:11

- C) 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 proposed amendment pertaining to the Community Reinvestment Area Committee, to change the years in the Civil Service appointment term expiration, and a potential vacancy.

Motion for amendment by Ms. Lampke, seconded by Mr. Sharp, Vote 6-0 AMENDED.

Motion for approval by Ms. Lampke, seconded by Mr. Klingler, Vote 6-0 APPROVED.

12) Second 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)

Mr. Markham gave a brief synopsis of this ordinance. Mr. Harvey and Mr. Fishel discussed that this pertains to only part-time employees.

- 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)

Mayor Kessler explained details of the costs associated with this ordinance; Mayor Kessler and Mr. Fishel answered Council members' questions.

13) First Readings:

- A) Ordinance 28- 21 to amend section 262.02 (c)(3) to provide for Juneteenth as a holiday for employees (introduced by Jen Robinson on June 22, 2021)

This will constitute a first reading, and Ms. Robinson will introduce it at the next meeting. Mayor Kessler and Mr. Fishel answered Mr. Sharp's questions regarding days off.

- B) Ordinance 29– 21 to amend 618.15 (Dogs on City Park and Recreational Property), to regulate the admittance of service animals in city parks (introduced by Mr. Markham on June 22, 2021)

Mr. Markham discussed the cleaned-up version of this ordinance and answered Mr. Sharp's question regarding the inclusion of definitions.

- C) Ordinance 30 – 21 to create the position of “Chief Executive Assistant” (introduced by Troy Markham on June 22, 2021)

Mr. Markham explained this ordinance will create a new position and an executive session will be held later in the meeting. Mayor Kessler indicated this is an expanded job description due to a more robust roll and a pay scale that tracks with the Water Department.

- D) Ordinance 31 – 21 to create section 262.02 (c)(14)(A)(4), Vacation Accrual for New Employees, and to amend Section 262.02(c)(14)(D), Credit for Prior Service, to provide for credit for prior service to employees (introduced by Troy Markham on June 22, 2021)

Mr. Markham and Mayor Kessler explained this ordinance. Mr. Fishel answered Council member's questions.

14) Tabled Ordinances:

- A) Resolution 05-21: A Resolution approving the 2021 Bicycle Friendly Bexley Plan (introduced by Richard Sharp on May 11, 2021)

Ms. Girvis may give edits regarding Drexel Ave. This is kept tabled.

- i) [Link to proposed Bike Boulevard map](#)

- B) 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).

This ordinance is kept tabled.

- 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)**

Motion for removal from table by Mr. Klingler, seconded by Mr. Markham, Vote 6-0 REMOVED FROM TABLE.

Mr. Klingler indicated the easement is no longer being donated.

Motion for withdrawal by Mr. Klingler, seconded by Ms. Saad, Vote 6-0 WITHDRAWN.

15) Service and Environmental Committee - Richard Sharp, Chair

Mr. Sharp made a statement that he will not run for re-election in the next City Council election.

16) Finance Committee - Troy Markham, Chair

Mr. Markham shared the mural committee met and expect the mural to be completed in early-mid August.

17) Safety and Health Committee - Jen Robinson, Chair

There was no report.

18) Zoning and Development Committee - Jessica Saad, Chair

Ms. Saad shared the dates and times for the next BZAP and CIC meetings.

19) Recreation and Parks Committee - Matt Klingler, Chair

Mr. Klingler gave an overview on the DORA, food trucks, and pool memberships.

20) Judiciary and Strategic Committee - Monique Lampke, Chair

Ms. Lampke shared information about the PRIDE crosswalk event and donation to the Animal Control office from the Bexley Citizens Police Academy Alumni Association.

21) Public Comments (No Speaker Slip Required)

There were no public comments.

22) Executive Session

A) Executive Session pursuant to 223.03: to consider the appointment, employment, dismissal, discipline, promotion, demotion or compensation of a public employee or official

Motion to adjourn to Executive Session by President Feibel, seconded by Ms. Saad, Vote 6-0 APPROVED.

Motion to adjourn out of Executive Session by President Feibel, seconded by Mr. Klingler, Vote 6-0 APPROVED.

23) Adjourn

Motion to adjourn by President Feibel, seconded by Mr. Klingler, Vote 6-0 APPROVED.



City Council Meeting Minutes

Thursday, July 8, 2021

5:15 PM

1) Call to Order

2) Roll Call of Members

3) Pledge of Allegiance

4) First Readings:

A) Ordinance 32-21, to place proposed amendments to the City of Bexley Charter for voter approval on the November 2021 ballot, introduced by Ms. Lampke (Introduced on July 8, 2021)

Mr. Fishel explained the reason for this special meeting, to ensure the ordinance for the proposed Charter revisions is passed at least sixty days before the general election, but not more than 120 days.

Mr. Harvey, Mr. Fishel, and Ms. Lampke discussed the procedural nature of these changes.

Mr. Offenbergh thanked Council.

Motion to rescind Ordinance 32-21 by Ms. Lampke, seconded by Mr. Sharp. Vote 7-0 RESCINDED.

Motion to suspend the three reading requirements for Ordinance 32-21 by Ms. Lampke, seconded by Mr. Klingler. Vote 7-0 SUSPENDED.

Motion to adopt Ordinance 32-21 by Ms. Lampke, seconded by Mr. Markham. Vote 7-0 ADOPTED.

5) Adjourn

Motion to adjourn by Mr. Klingler, seconded by Mr. Markham. Vote 7-0 ADJOURNED.

ORDINANCE NO. 26 - 21

By: Troy Markham

An ordinance to amend section 262.02(e) to allow for the payout of sick leave to full-time and part-time employees upon termination from service with the City.

WHEREAS, the City of Bexley currently permits full-time employees to cash out a portion of their accrued but unused sick leave upon termination of service with the City; and

WHEREAS, employees are permitted to carryover sick leave they earned while employed with certain other public employers; and

WHEREAS, the City desires to minimize its financial liability to pay out sick leave earned by employees while working for other public employers; and

WHEREAS, part-time employees of the City of Bexley currently accrue sick leave on the same basis as full-time employees but are not permitted to cash in sick leave upon termination of employment with the City; and

WHEREAS, the City of Bexley has valuable dedicated part-time employees who should receive the benefit of sick leave payout on the same basis as the full-time employees;

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

Section 1.

That section 262.02(c)(12)(E) pertaining to the payout of sick leave upon termination from employment with the City shall be amended as follows:

E. Termination of service. When a full-time employee terminates service, they also will receive one hour of pay for each eight hours of unused sick leave to their credit for total unused sick leave up to and including 320 hours and one hour of pay for each four hours of unused sick leave in excess of 320 hours up to and including 2,100 hours. The payment shall be calculated in accordance with subsection A. hereof and shall constitute payment in full of all sick leave credit accrued but unused by the employee. No payment will be made to any employee, for any unused sick leave, unless it is in excess of 232 hours. When termination of service results from the death of the employee, all unused sick leave to their credit shall be paid at the rate set forth above, in a lump sum to their surviving spouse or, if there is no spouse, to their estate. If the Police Chief or the Police Captain is killed in the line of duty, all unused sick leave to their credit shall be paid on the basis of one hour of pay for each hour of unused sick leave at the rate in effect at the time of their death in a lump sum to their surviving spouse or, if there is no spouse, to their estate.

Payout of sick leave upon termination under this section, other than due to retirement, shall only include sick leave earned while employed with the City of Bexley.

~~Part time employees shall be entitled to a payout of a portion of accrued but unused sick leave in accordance with R.C. § 124.39(B).~~

Section 2.

That section 262.02(e) be amended as follows:

(3) Part-time employees shall receive sick leave as set forth in Section 262.02(c)(12), **including the right to cash in accrued but unused sick leave.**

Section 3.

That this Ordinance shall impact all separations from January 1, 2021, and 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: June 8, 2021

Second Reading:

Third Reading:

ORDINANCE NO. 27 - 21

By: Troy Markham

An ordinance to appropriate \$297,500 from the Capital Fund and \$240,000 from the Refuse Fund for the purpose of funding mid-2021 Capital Projects.

Whereas, The 2021 Capital budget was abbreviated, pending income tax returns for 2021; and

Whereas, Income tax returns have exceeded projections, and the Capital Fund has a balance in place for capital projects; and

Whereas, There are important projects waiting on the allocation of capital funds, including Commonwealth West athletic fields; athletic field maintenance equipment; police speed mitigation equipment; and street sweeping equipment;

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

Section 1. That \$297,500 is hereby appropriated from the Capital Fund for mid-2021 capital projects.

Section 2. That \$240,000 is hereby appropriated from the Refuse Fund for the purpose of purchasing a street sweeper.

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, President of Council

Attest: _____
William Harvey, Clerk of Council

Approved: _____, 2021

Mayor Ben Kessler

First Reading: June 8, 2021
Second Reading:
Third Reading:

2021 Mid-Year Capital Budget Detail

	Capital Fund	Sewer Fund	Refuse Fund
Service Department			
Street Sweeper			\$240,000
Electrical install - Stanwood/Delmar	\$16,000		
2021 Sewer Relining Phase II		\$100,000	
Retention pond landscape	\$20,000		
Police Department			
PD building signage	\$10,000		
Permanent speed signs - pleasant ridge / cassingham / bellwood (thank you feature)	\$20,000		
Portable speed vehicle	\$25,000		
Parks Capital:			
Commonwealth West Fields	\$143,000		
Field Maintenance Equipment	\$53,500		
Totals:	\$287,500	\$100,000	\$240,000

PROPOSED AMEMDED ORDINANCE NO. 27 - 21

By: Troy Markham

**An ordinance to appropriate \$287,500 from the Capital Fund,
\$100,000 from the Sewer Fund, and \$240,000 from the Refuse Fund
for the purpose of funding mid-2021 Capital Projects.**

Whereas, The 2021 Capital budget was abbreviated, pending income tax returns for 2021; and

Whereas, Income tax returns have exceeded projections, and the Capital Fund has a balance in place for capital projects; and

Whereas, There are important projects waiting on the allocation of capital funds, including Commonwealth West athletic fields; athletic field maintenance equipment; police speed mitigation equipment; and street sweeping equipment;

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

Section 1. That \$297,500 is hereby appropriated from the Capital Fund for mid-2021 capital projects.

Section 2. **That \$100,000 is hereby appropriated from the Sewer Fund for the purpose of providing for additional sewer lining funds for the 2021 sewer lining project.**

Section 3. That \$240,000 is hereby appropriated from the Refuse Fund for the purpose of purchasing a street sweeper.

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, President of Council

Attest: _____, 2021

William Harvey, Clerk of Council

Approved: _____, 2021

Mayor Ben Kessler

First Reading: June 8, 2021
Second Reading: June 22, 2021
Third Reading: August 10, 2021

ORDINANCE NO. 28 - 21

By: Jen Robinson

An ordinance to amend section 262.02 (c)(3) to provide for Juneteenth as a holiday for employees

WHEREAS, the City of Bexley places significant importance on encouraging diversity, equity, inclusion, and the increasing realization of Bexley as a welcoming community for residents and visitors from all backgrounds; and

WHEREAS, the City of Bexley is committed to recognizing the enduring struggle of our minority residents to overcome the deep history of systemic and institutional racism in our country; and

WHEREAS, Juneteenth observances have been held across the country to recognize the emancipation of slaves while encouraging self-development and respect for all cultures; and

WHEREAS, news of the end of slavery did not reach the frontier areas of the United States until months after the conclusion of the Civil War, more than 2 ½ years after Abraham Lincoln issued the Emancipation Proclamation on January 1, 1863; and

WHEREAS, the faith and strength of character demonstrated by former slaves and descendants of slaves remain an example for all people, regardless of background, religion or race; and

WHEREAS, the City of Bexley has made a commitment to healing the wounds of our own City's history and to providing opportunities to engage our residents in education and conversation on issues surrounding bias, racism, and privilege; and

WHEREAS, Bexley strives to be a welcoming and diverse community where all are included, feel safe and connected and are fully valued;

WHEREAS, the City periodically reviews the benefits provided to its employees; and

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

Section 1.

That section 262.02 (c)(3) shall be amended as follows:

(3) Holidays.

A. Police Chief and Captain. Holidays for the Police Chief and Police Captain will be as follows:

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Juneteenth

Labor Day
Bexley Day (**Marking the day of Bexley's founding** - observed second Monday in August)
Veterans Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Day

Exempt employees shall not be entitled to holiday pay above and beyond normal salary.

B. All other Schedule I employees. Holidays for all other Schedule I employees will be as follows:

New Year's Day
Martin Luther King Jr. Day
Presidents Day
Memorial Day
Juneteenth
Independence Day
Bexley Day (**Marking the day of Bexley's founding** - observed second Monday in August)
Labor Day
Thanksgiving Day

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: June 8, 2021

Second Reading:

Third Reading:

ORDINANCE NO. 29 - 21

By: Troy Markham

An Ordinance to amend 618.15 (Dogs on City Park and Recreational Property), to regulate the admittance of service animals in city parks.

Whereas, The current law of Bexley requires that service animals brought into city parks must be specifically licensed as such; and

Whereas, According to Ohio Revised Code, service dogs are not required to have a specialized license registration tag beyond the same licensing rules that apply for all dogs, and the current Americans with Disabilities Act (ADA) also states entities may not require such documentation as a condition of entry; and

Whereas, A “service animal” is defined by the ADA as: any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

Whereas, This proposed ordinance has been created to update the policy concerning service animals on city parks to align with current ADA policies and requirements;

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

Section 1: That Section 618.15 (a) be amended to read as follows:

618.15 DOGS ON CITY PARK AND RECREATIONAL PROPERTY.

(a) No person shall permit ~~a dog to go or be~~ **any domestic or companion animal** upon any part of Jeffrey Park or Commonwealth Park, except a ~~dog accompanying a blind, deaf or mobility impaired person and displaying a registration tag issued~~ **service animal accompanying a person with a disability. For the purpose of this section, “service animal” is defined as any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.**

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

Benjamin J. Kessler, Mayor

First Reading:

ORDINANCE NO. 30 - 21

By: Troy Markham

An ordinance to create the position of "Chief Executive Assistant"

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

Section 1.

That the position of "Chief Executive Assistant" is hereby created, with the following corresponding pay scale:

- Step 1 \$52,431
- Step 2 \$57,030
- Step 3 \$61,630
- Step 4 \$66,229
- Step 5 \$70,828
- Step 6 \$75,427
- Step 7 \$80,026

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: June 22, 2021

Second Reading:

Third Reading:



Chief Executive Assistant

Position Description

Revised May 20, 2021

Position Title:	Chief Executive Assistant
FLSA Status:	Non-Exempt
Reports to:	Mayor
Department:	Mayor's Office
Civil Service Status:	Unclassified (per City Charter)
Overtime Eligibility:	Eligible (subject to annual pay ordinance)

Position Summary

Under general direction, assists with a variety of departmental administrative functions for the Mayor and City Council; assists with communications from the Mayor's office, including email management, scheduling, and correspondence; works, in alignment with adopted city strategies and administrative priorities, to assist the Mayor with project prioritization, oversight, and tracking; performs a variety of clerical duties; performs other related duties as required.

Essential Duties and Responsibilities

1. Serves to assist in the coordination and execution of Mayoral priorities.
2. Assists the Mayor with project prioritization, oversight, and tracking.
3. Helps to identify and administer initiatives and programs related to general employee training, morale, and team building.
4. Assists with a variety of departmental administrative functions for the Mayor and/or City Council; may make administrative decisions in the absence of Mayor or City Council.
5. Coordinates the Mayor's schedule.
6. Manages Mayor's correspondence, including overseeing email account and responding to emails under defined conditions.
7. Prepares correspondence, records, reports and forms; helps to craft ordinances, resolutions, proclamations, agendas and other related materials.
8. Ensures the orderly organization and of ordinances and resolutions and, when appropriate, the codification of ordinances.
9. Keeps track of community events and news in order to proactively prepare correspondence and proclamations for resident accomplishments and events of note.

10. Has the ability to act as a notary public and/or to otherwise certify governmental documents
11. Attends and/or assists with minutes, agendas, and meeting setup for City Council, Community Improvement Corporation, and other meetings as assigned; has the ability to take complete and accurate notes during meetings, and to transcribe the notes into minutes, correspondence, memoranda, etc.
12. Receives, screens and routes telephone calls and visitors, takes messages; schedules appointments; prepares Council chambers prior to assigned meetings.
13. Prepares and maintains records and reports (e.g insurance reports, petty cash fund reports, purchase orders, etc.); handles materials of sensitive and confidential nature.
14. Manages purchase orders that are administered directly by the Mayor's office.
15. Serves as liaison for Health insurance and possesses the ability to be discrete in compliance with HIPAA and other laws.
16. Performs various routine clerical responsibilities (e.g. opening and sorting mail, operating copier, filing and retrieving documents, etc.). Greets scheduled visitors and escorts them to the appropriate area or person.
17. Arranges and coordinates travel schedules and reservations for the Mayor.
18. Possesses the ability to develop and maintain effective working relationships with supervisor, associates and general public; communicates effectively; types quickly and accurately; accurately follows oral and written instructions; maintains accurate documentation; takes and transcribes notes and creates typed or electronic documents based on the notes; sorts and files information according to established methods.
19. Skilled in typing and transcription.
20. Performs other related duties as assigned.

Supervisory Responsibilities

This job has no supervisory responsibilities.

Education and/or Experience

Minimum requirement of a High school diploma or General Education Degree (GED), relevant professional experience.

Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.



Language Skills

Superb ability to craft routine communications and correspondence. Ability to speak effectively before groups of customers or employees of organization. Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals.

Mathematical Skills

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

Reasoning Ability

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving a limited number of distinct tasks and functions in standardized situations. Superb ability to exercise independent problem-solving and process innovation.

Computer Skills

To perform this job successfully, an individual should have a strong working knowledge and/or demonstrated ability to quickly adapt to software and cloud platforms such as Microsoft Office; Google Drive/Docs; web CMS platforms. Experience with Adobe Creative Suite core products (InDesign, Illustrator, Photoshop) is preferred. Adaptability to new technical platforms is required.

Certificates, Licenses, Registrations

1. Must have, or be willing to acquire, notary commission.

Other Skills and Abilities

1. Must have excellent written and verbal language skills.
2. Must be able to prepare and maintain accurate documentation.
3. Must be able to develop and maintain positive and pleasant working relationships with co-workers, members of other City departments and the general public.
4. Must be able to work occasional evening and weekend hours.
5. Must be able to take accurate minutes of meetings; must be able to transcribe audio with efficiency, accuracy and speed.
6. Must be able to able to organize and perform multiple responsibilities, sometimes simultaneously, in an accurate, efficient, and responsive manner.
7. Must be able to adapt to unexpected changes in assignments or deadlines.



Physical Demands

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

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

Working Conditions

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually quiet, but can at times be hectic and loud.



ORDINANCE NO. 31 - 21

By: Troy Markham

An ordinance to create section 262.02 (c)(14)(A)(4), Vacation Accrual for New Employees, and to amend Section 262.02(c)(14)(D), Credit for Prior Service, to provide for credit for prior service to employees.

WHEREAS, The administration desires to provide credit for prior service to new employees for the purpose of vacation time and accrual;

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

Section 1.

That section 262.02 (c)(14)(A)(4) shall be created as follows:

(4) Vacation Accrual for New Employees. With approval of the Mayor and the Auditor, new employees with substantial workplace experience may be provided with up to 80 hours of paid vacation accrual.

Section 2.

That section 262.02(c)(14)(D) shall be amended as follows:

D. Newly hired employees will be granted service credit for vacation accrual pursuant to their prior public employment with another municipality within the State of Ohio.

In cases of newly hired employees who have prior full time employment experience other than with a municipality within the State of Ohio, the Mayor may, with the concurrence of the Auditor, provide credit for prior service.

~~Newly hired employees are not eligible for vacation during their first year of City employment, provided that the Mayor may grant vacation during the first year of City employment for management positions on a case by case basis.~~

Section 3.

That this Ordinance shall go into full force and effect at the earliest period allowed by law, and shall be effective for all employees hired on or after June 1, 2021.

Passed _____, 2021

Lori Ann Feibel, President of Council

Attest: _____, 2021

William Harvey, Clerk of Council

Approved: _____, 2021

Benjamin Kessler, Mayor

First Reading: June 8, 2021

Second Reading:

Third Reading:

RESOLUTION 09 – 21

Introduced by: Troy Markham

This Resolution is to authorize the Mayor to seek financial assistance from the Ohio Public Works Commission for funding of various capital infrastructure improvement projects **associated with the proposed North Columbia Avenue and South Remington Road Comprehensive Improvements Project.**

WHEREAS, pursuant to Article VIII, Section 2K of the Ohio Constitution, the state of Ohio is authorized to issue bonds and other obligations of the state for the purpose of financing public infrastructure capital improvements of political subdivisions as designated by law; and

WHEREAS, pursuant to Section 164.06 of the Ohio Revised Code, the District Three Public Works Integrating Committee has been created to accept, evaluate and recommend applications for state financing of capital infrastructure improvement projects of political subdivisions in Franklin County; and

WHEREAS, pursuant to Section 164.05 of the Ohio Revised Code, the Ohio Public Works Commission has been created to accept and approve applications for state financing of capital infrastructure improvement projects of political subdivisions in Franklin County; and

WHEREAS, the City of Bexley has conducted a capital inventory and needs assessment and has determined that it is necessary to submit applications for financial assistance for capital infrastructure improvement projects.

NOW, THEREFORE, BE IT RESOLVED by the council of the City of Bexley, the State of Ohio and Franklin County that:

Section 1. The Mayor is hereby authorized to apply to the District Three Public Works Integrating Committee and the Ohio Public Works Commission for financial assistance for the following capital infrastructure improvement project:

North Columbia Avenue and South Remington Road Comprehensive Improvements Project

Section 2. The Mayor is further authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance in conjunction with the recommendations of the city engineer, and approved as to form by the city law director, in accordance with all authority granted to and limitations upon by the city director of finance.

Section 3. This resolution is for the preservation of public health, safety and welfare and shall be in full force and effect immediately upon passage by a majority of the council and upon approval by the mayor, or otherwise at the earliest time allowed by law.

PASSED: _____

Benjamin Kessler, Mayor

ATTEST:

Clerk of Council

President of Council

RESOLUTION NO. 10-21

Introduced by: Jessica Saad

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

WHEREAS, the codified ordinances of the City of Bexley reserve to and grant Bexley City Council the authority to grant variances from the minimum lot requirements of any zoning district in the Planning and Zoning Code and to attach conditions to any variances granted; and

WHEREAS, the property whose street address is 407 Northview Drive in the city of Bexley is owned by a single owner, comprised of two platted lots and a portion of a vacated street, has two Franklin County Auditor's parcel numbers (parcel number 020-004324 and parcel number 020-004325) and the entire property is being used in combination as an undivided parcel with a single family residential use and accessory garage (the "Property"); and

WHEREAS, the Property is located in an R-3 Medium Density Single-Family Residential District and is considered to be an "undivided parcel" under Bexley City Code Section 1226.02 that has a non-conforming lot depth; and

WHEREAS, the owner of the Property would like to demolish the existing residence and accessory garage on the Property and redevelop the Property and has filed an application with this Council requesting that variances be granted to permit the existing undivided parcel to be subdivided to revert back to the originally platted lots as modified by the vacation of the street so that the owner can build a new residential structure on one of the originally platted lots that was enlarged with a portion of the vacated street and the other originally platted lot can be separately developed with a new residence as permitted in the R-3 zoning district; and

WHEREAS, neither of those two lots would meet the minimum dimensional requirements of the existing R-3 zoning district; and

WHEREAS, this Council held a duly noticed hearing upon the owner's application for variances from the requirements in an R-3 zoning district to permit the subdivision of an existing lot that meets the minimum lot and yard standards into two lots that do not meet the minimum lot requirements and one that also does not meet the minimum yard requirements

of the R-3 zoning district and the owner's request that this Council grant the variances necessary to permit such lot split.

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

Section 1. The Property before Council has a current street address 407 Northview Drive and includes all of Lot 19 of Second Ruhl Place recorded in Plat Book 17, page 104 in 1926 along with the northern 30 feet of vacated Ruhl Avenue as recorded in Plat Book 62, page 65 of the records of the Recorder's Office of Franklin County, Ohio (collectively "Lot 19" being Franklin County Auditor's parcel number 020-004324) and all of Lot 20 of Second Ruhl Place recorded in Plat Book 17, page 104 ("Lot 20" being Auditor's parcel number 020-004325). The Property (combined parcel) is 173.77 feet wide by 149.5 feet deep with a lot area of 25,978.615 s.f. The Property is located in the R-3 Medium Density Residential District that has the following minimum lot requirements: 90 feet lot width; 160 feet lot depth and 14,400 s.f. lot area. The existing Property does not meet the minimum lot depth requirements.

Section 2. Council finds, following a duly noticed hearing, that the applicant has proven, by a preponderance of evidence presented at the hearing, that the applicant has met the factors set forth in Bexley City Code Section 1226.11(c)(1) - (7) necessary for an area variance that would permit a single "undivided parcel" under the Bexley Zoning Code in the R-3 Medium Density Residential District to be divided into two parcels that do not meet the minimum lot requirements of the District and with each parcel being developed with a new single family residence.

Section 3. Council hereby grants the following area variances from the R-3 District Regulations in Section 1252.09 of the Codified Ordinances of the City of Bexley for the Property subject to the conditions provided herein:

- A. Lot 19. Lot 19 (including the vacated street) is granted a 10.5 ft. variance from the required R-3 minimum lot depth of 160 feet and the dimensions of the Lot 19 shall be a minimum of 103 feet wide, a minimum of 149.5 feet deep and have a minimum lot area of 15,398.5 as generally shown on Exhibit A attached to this Resolution. Lot 19 will conform to the R-3 minimum yard requirements.
- B. Lot 20. Lot 20 is granted a 10.5 ft. variance from the required R-3 minimum lot depth of 160 feet, a 20 ft. variance from the required R-3 minimum lot width of 90 ft. and a variance of a 3,865 s.f. from the R-3 minimum lot area of 14,400 s.f. as generally shown on Exhibit A attached to this Resolution. The minimum dimensions of the Lot 20 shall be 70 feet wide and 149.50 feet deep with a minimum lot area of 10,465 s.f.
- C. Variance Conditions. The variances granted in this Resolution to allow for division of the Property and separate residential development of Lot 19 and Lot 20 are all subject to the following conditions:

1. The owner shall promptly prepare and file an application for a certificate of appropriateness with the Architectural Review Board for demolition of the existing structure and development and construction of a new residence on Lot 19 in substantial conformance with the plans attached as Exhibit B for consideration and determination by the ARB. Any substantial modifications to such attached plans that are approved by ARB shall be subject to review and approval by Council to satisfy this condition.
2. Following final approval of a certificate of appropriateness by Architectural Review Board beyond any necessary final Council approval and any right of appeal, the owner shall prepare and file with the Board of Zoning and Planning an application for a subdivision without a plat as provided and required by Bexley ordinances, including Bexley City Code Section 1236.11.
3. If construction of a new residence on Lot 19 has not begun within one year of the final approval of the variances by Council, all variances approved in this Resolution shall expire as provided in Bexley City Code Section 1226.11(e) and any lots or parcels, subdivisions or splits approved or created as a result of the variances granted in this Resolution shall terminate and the Property, lots and parcels shall be considered and treated as they were at the time of the variance application, being an undivided parcel for the purposes of any future development irrespective of any lot or parcel transfer, split, combination or replat. The owner is not prohibited from timely applying to Council for an extension of the variances as permitted in Bexley City Code Section 1226.11(e) for consideration by Council. be combined and/or replatted to recreate shall

Section 4. That this Resolution shall be in full force and effect from and after the earliest date permitted by law.

Benjamin J. Kessler, Mayor

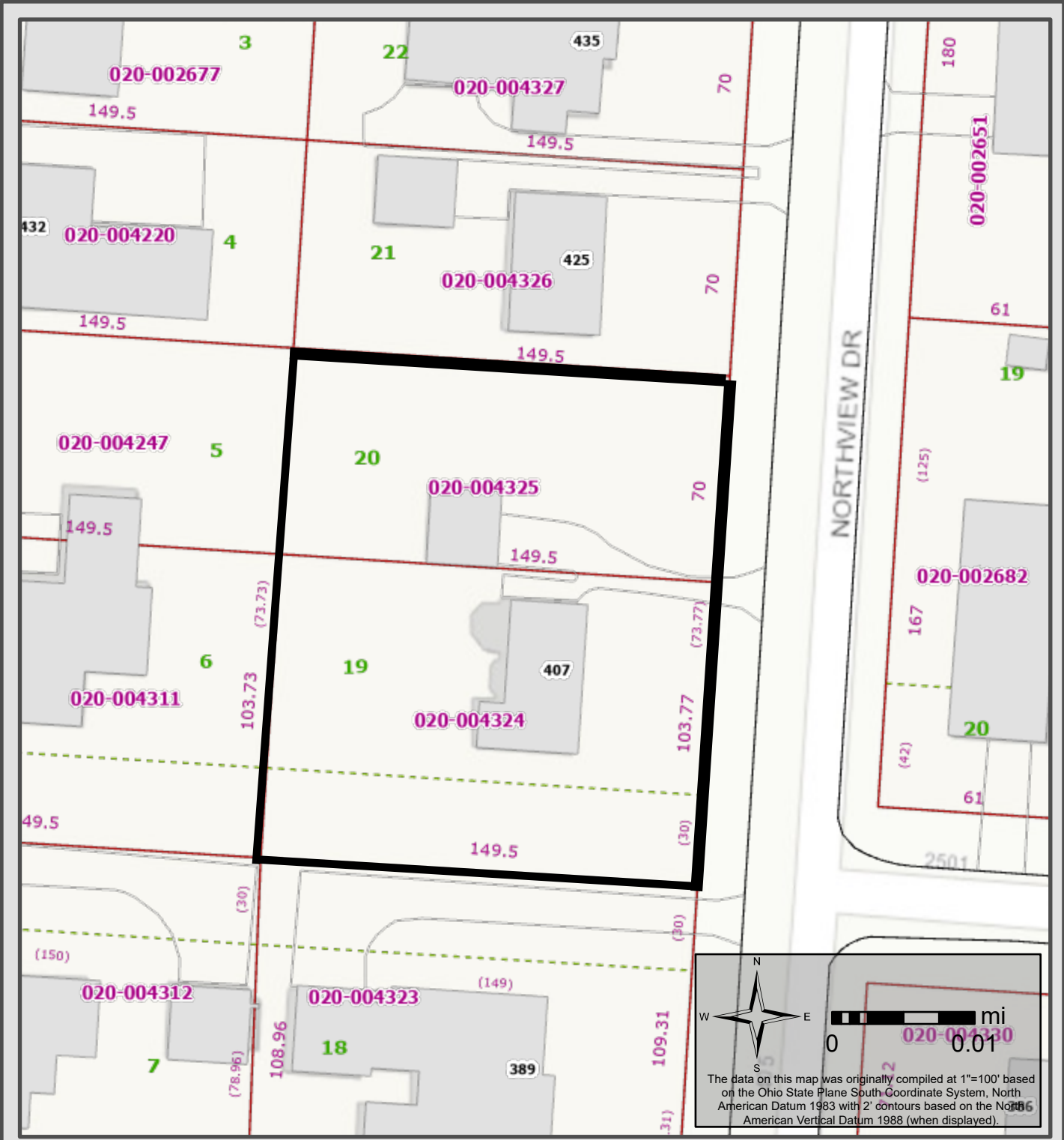
Dated: _____

Clerk of Council

Dated: _____, 2021

President of Council

Dated: _____



The data on this map was originally compiled at 1"=100' based on the Ohio State Plane South Coordinate System, North American Datum 1983 with 2' contours based on the North American Vertical Datum 1988 (when displayed).

Franklin County Auditor's Office
Auditor
Michael Stinziano
 Map Produced July 16, 2021



Planimetric Legend
 Source: 2018 Aerial Photography

- Edge of Pavement
- Roadway Centerlines
- Railroad Centerlines
- Building Footprints
- Building Under Construction
- Creeks, Streams, Ditches
- Rivers & Ponds

Appraisal Legend
 Source: Franklin County Auditor & Engineer

- Parcel IDs
- Parcel Dimensions
- Lot Numbers
- Site Address
- Parcel Boundary
- Subdivision Boundary

Topographic Legend
 Source: OSIP - 2011 LIDAR Collection

- Spot Elevation
- Index Contour
- Intermediate Contour

- Condominium Boundary
- County Boundary
- City or Village Boundary
- Tax District Boundary
- School District Boundary
- Zip Code Boundary

This map is prepared for the real property inventory within the county. It is compiled from record deeds, survey plats, and other public records and data. Users of this map are notified that the public primary information sources should be considered for verification of the information contained on this map. The county and the mapping companies assume no legal responsibility for the information contained on this map. Please notify the Franklin County Auditor's GIS Department of any discrepancies.

PRINT DATES	DATE	TYPE

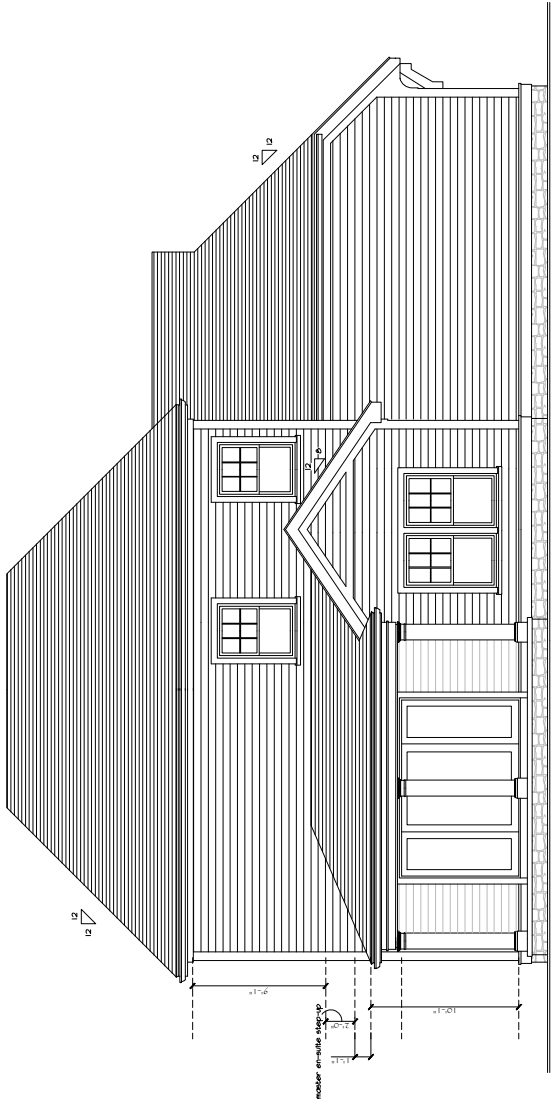
STATE OF OHIO
 David Johnson License # 9318
 Expires on Date 12-31-21



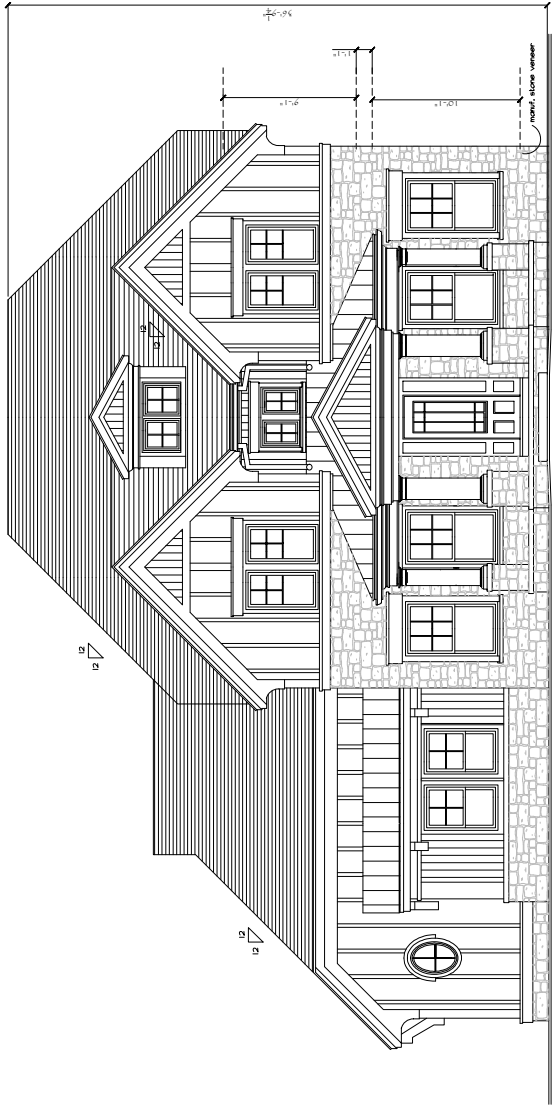
Li/Liu Residence
 407 North View Dr.
 Bevely Ohio

C. David Johnson
 A. R. C. E. C. T.
 10000 W. Main St.
 Columbus, OH 43224
 614.233.2266
 www.pillarhomes.com

3.0
 A3.0
 1-7-21



B
 REAR ELEVATION
 Scale: 1/4" = 1'-0"



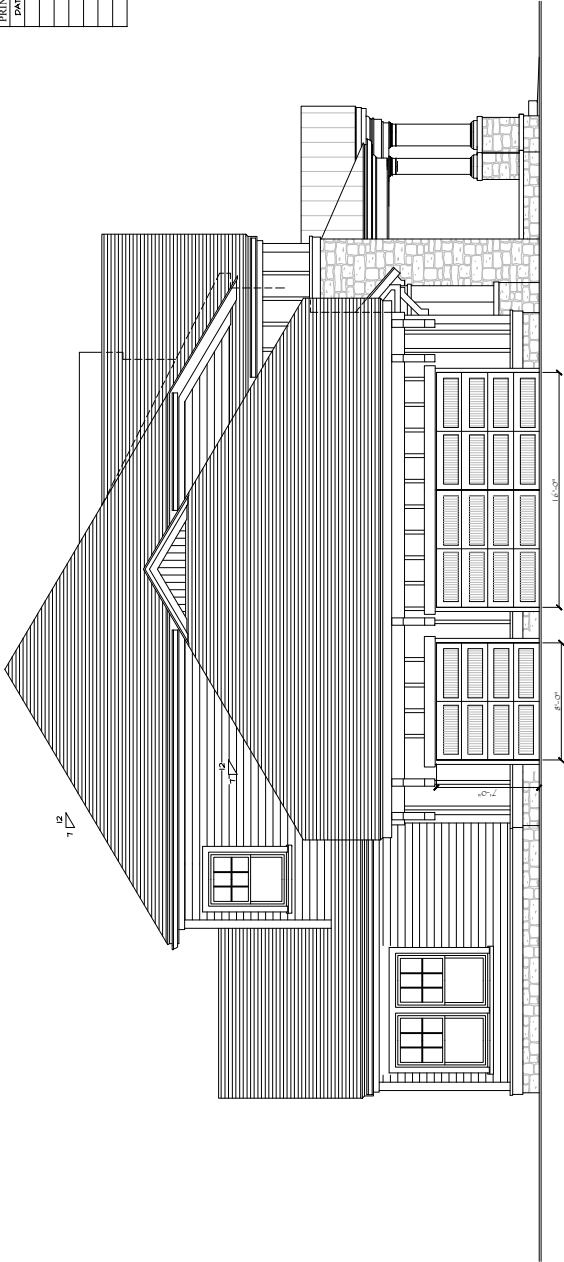
A
 FRONT ELEVATION
 American Farmhouse Style
 Scale: 1/4" = 1'-0"

Resolution No. ____ Exhibit B

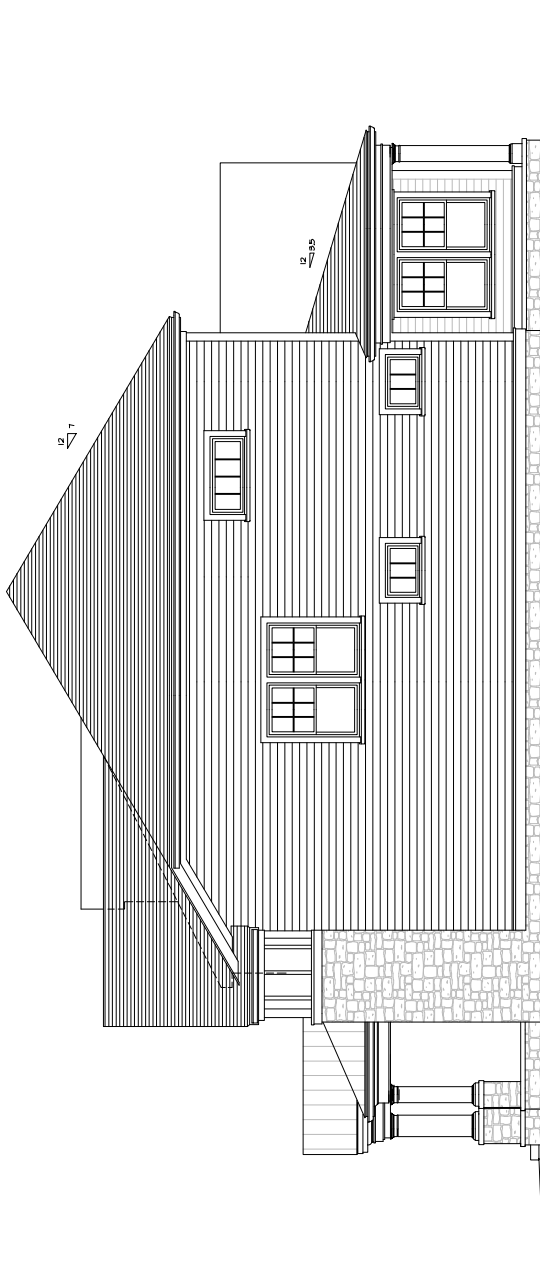


C. David Johnson License # 9288
 Expires on Dec 12 2021

PRINT DATES	
DATE	TYPE



C LEFT ELEVATION
 Scale: 1/4" = 1'-0"



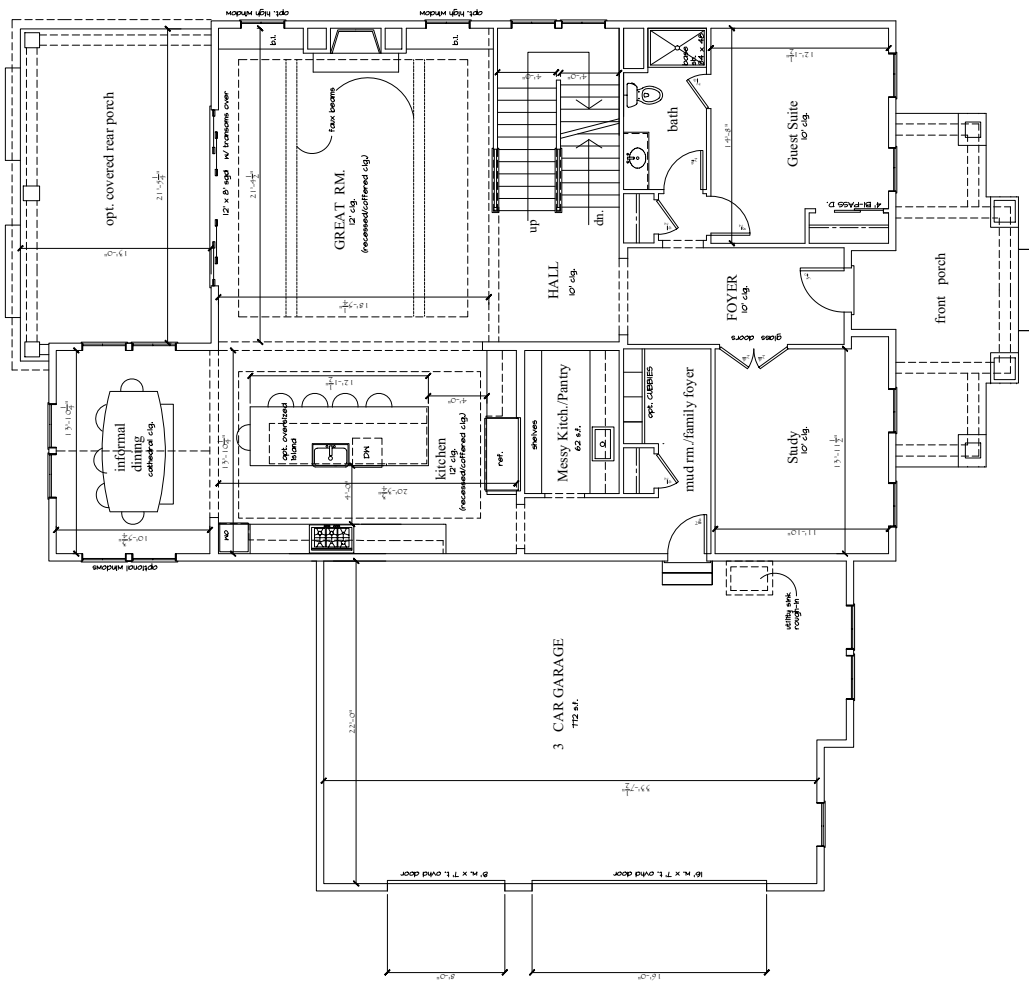
D RIGHT ELEVATION
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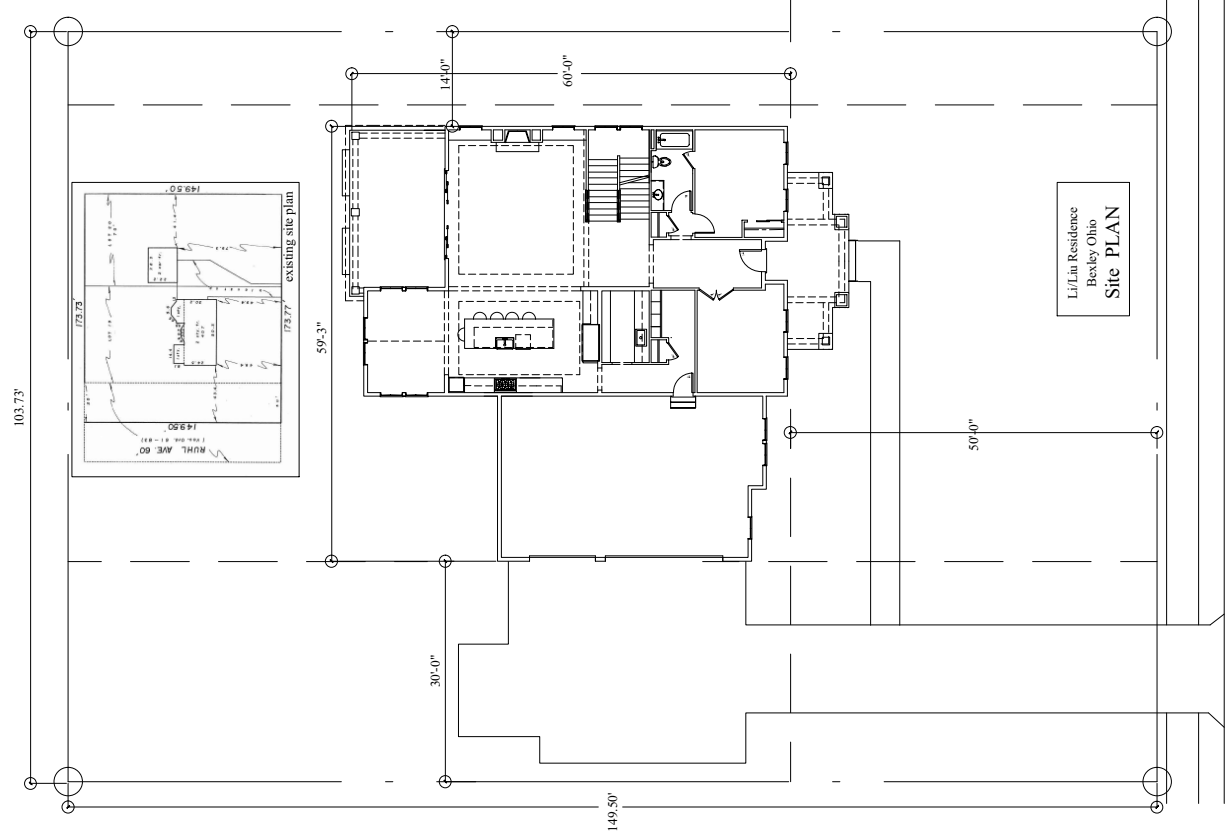
Li/Liu Residence
 407 North View Dr.
 Beekley Ohio

C. David Johnson
 A R C H I T E C T
 11141 W. Brown Road
 Columbus, Ohio 43240
 614-491-7777
 www.davidjohnsonarchitect.com

DATE: 11-1-21
 REVIEW: [initials]
 SCALE: 1/4" = 1'-0"



A FIRST FLOOR PLAN
 1867 s.f.
 (3565 s.f. total 1st/2nd floors)



B 407 North View Dr.
 Site PLAN
 1/16" scale


Liu/Liu Residence
 407 North View Dr.
 Bexley Ohio

C. David Johnson
 ARCHITECT
 10000 W. 12th St.
 Columbus, Ohio 43240
 614.291.2200
 614.291.2201
 614.291.2202
 614.291.2203
 614.291.2204
 614.291.2205
 614.291.2206
 614.291.2207
 614.291.2208
 614.291.2209
 614.291.2210
 614.291.2211
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 614.291.2220

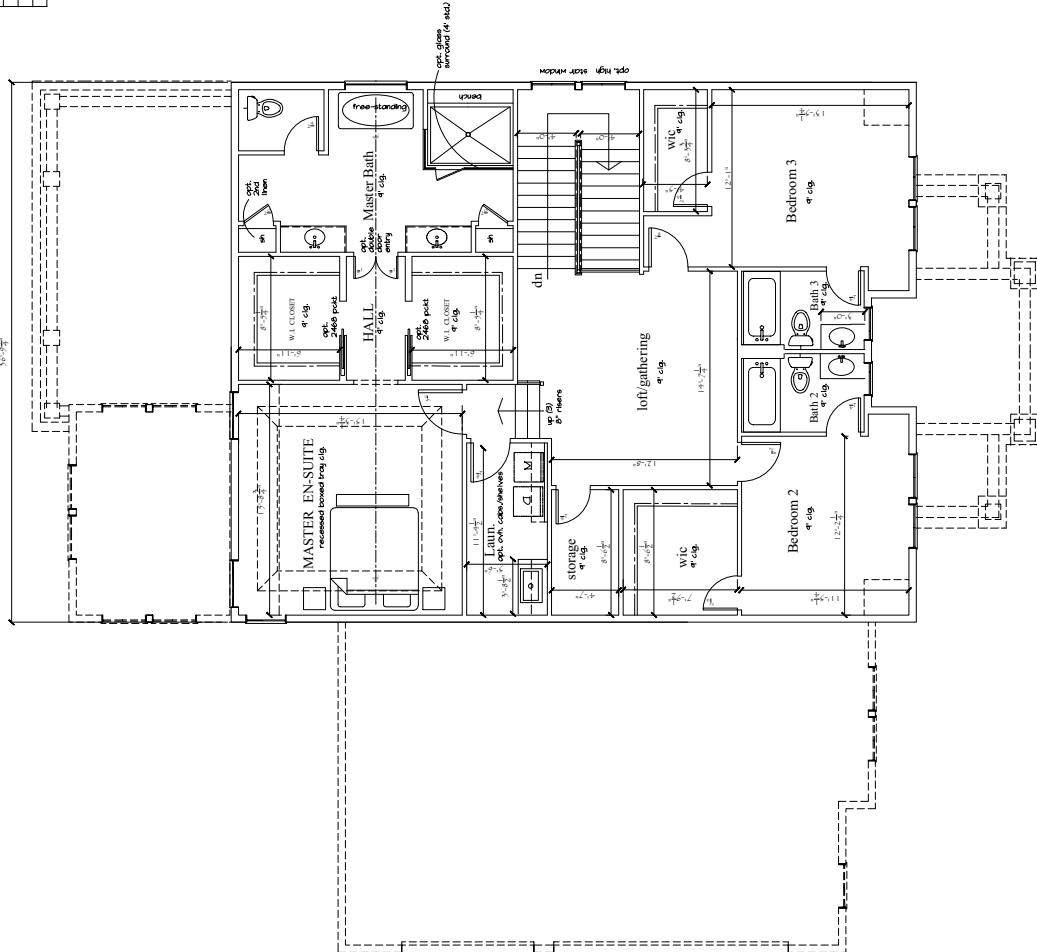


PRINT DATES

DATE	TYPE



 C. David Johnson's License # 97538
 Expiration Date: 12/31/21



A2.2
SECOND FLOOR PLAN
 1698 s.f.
 Scale: 1/4" = 1'-0"



Li/Liu Residence
 407 North View Dr.
 Bexley, Ohio

C. David Johnson
 ARCHITECT
 2550 W. 10th St.
 Columbus, OH 43260
 Phone: 614.310.2306
 Fax: 614.310.2306
 Website: www.cdjohnson.com

DATE: 12/21/21
 SCALE: 1/4" = 1'-0"
 SHEET NO: 101

ORDINANCE NO. 33 - 21

By: Troy Markham

An Ordinance to accept the material terms of the One Ohio settlement pursuant to the One Ohio memorandum of understanding and consistent with the terms of the July 21, 2021 national opioid settlement agreement and declaring an emergency.

WHEREAS, the City of Bexley, Ohio (herein “Municipality”) is a municipal entity formed and organized pursuant to the Constitution and laws of the State of Ohio; and

WHEREAS, the people of the State of Ohio and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Opioid Pharmaceutical Supply Chain; and

WHEREAS, the State of Ohio, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Opioid Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and

WHEREAS, the State of Ohio, through its Governor and Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Ohio; and

WHEREAS, the State and its Local Governments, subject to completing formal documents effectuating the parties’ agreements, have drafted a OneOhio Memorandum of Understanding (“MOU”) relating to the allocation and the use of the proceeds of any potential settlements described; and

WHEREAS, the MOU has been collaboratively drafted to maintain all individual claims while allowing the State and Local Governments to cooperate in exploring all possible means of resolution; and

WHEREAS, the City of Bexley understands that an additional purpose of the MOU is to create an effective means of distributing any potential settlement funds obtained under the MOU between the State of Ohio and Local Governments in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Ohio, as well as to permit collaboration and explore potentially effectuation earlier resolution of the Opioid Litigation against Opioid Pharmaceutical Supply Chain Participants; and

WHEREAS a settlement proposal is being presented to the State of Ohio and Local Governments by distributors AmerisourceBergen, Cardinal, and McKesson (collectively the “Settling Distributors”) to resolve governmental entity claims in the State of Ohio using the

structure of the OneOhio MOU and consistent with the material terms of the July 21, 2021 proposed National Opioid Distributor Settlement Agreement; and

WHEREAS, the City of Bexley wishes to agree to the material terms of the proposed National Opioid Distributor Settlement Agreement with the Settling Distributors (the "Proposed Settlement"):

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

Section 1.

That the City hereby accepts the Proposed Settlement pursuant to the terms of the OneOhio MOU and authorizes the Mayor to sign documents necessary to effectuate this resolution.

Section 2.

This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants for the reason that this Ordinance is required to be immediately effective, wherefore this Ordinance shall be in force and effect immediately upon its passage by and approval by the Mayor.

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. 34 - 21

By: Troy Markham:

AN ORDINANCE TO APPROPRIATE \$2,700 FROM THE FRIENDS OF JEFFREY PRESCHOOL FUND TO PAY PRESCHOOL RELATED EXPENSES IN 2021.

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

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

Whereas, those funds were deposited into the Friends of Jeffrey Preschool Fund.

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

Section 1. That \$2,700 is hereby appropriated from the Friends of Jeffrey Preschool Fund to pay preschool related expenses in 2021.

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

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.



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Executive Summary

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

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

IRE summary (distinguishing characteristics):

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

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

Supply terms:

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

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

Opt-out period:

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

REC options:

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



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Program performance and meetings:

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

Initial supply term pricing timeline:

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

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

Importance of this contract to AEP Energy’s overall operation:

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

Supplier Qualifications

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

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

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



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Renewable Qualifications:

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

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

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

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

Locality:

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

Insurance:

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

Prior Experience

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

Adequacy of staff:

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

Adequacy of equipment, research tools and administrative resources:

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



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

Quality and appropriateness of technical and support staff:

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

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

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

Past performance of organization:

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

Experience of individuals assigned:

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

Personnel

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

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

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



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

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

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

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

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

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

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

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

Customer References

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

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

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

Phone Number: (419) 491-1022

SOPEC

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

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

Phone Number: (740) 597-7955

City of Worthington

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

Address: 8469 Blue Ash Road, Cincinnati, OH 45236

Phone Number: (513) 745-1424



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Contract Performance

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

Cost Proposal (Cents per kWh)

Component	Term A (City Requested)		Term B (Optional Product)	
	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:

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

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

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

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

ARTICLE 1 - OBLIGATIONS OF THE PARTIES

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 - TERM AND TERMINATION

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

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

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

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

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

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

ARTICLE 3 - DELIVERY TERM

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

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

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

ARTICLE 4 - BILLING AND PAYMENTS

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

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

ARTICLE 5 - DEFAULT AND REMEDIES

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

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

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

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

ARTICLE 6 - FORCE MAJEURE

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

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

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

ARTICLE 7 - LIMITATION OF LIABILITY

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

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

ARTICLE 8 - REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 - CONFIDENTIAL INFORMATION

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

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

ARTICLE 10 - MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AEP ENERGY, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

ATTACHMENT A:

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

Attachment A to Government Aggregation Master Retail Electric Supply Agreement

Between

and AEP Energy, Inc.

Term:

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

Pricing:

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

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

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

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

Mercantile Accounts:

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

COVERAGES CERTIFICATE NUMBER: 4R7ECQZ6 REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<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 NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>			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 DED RETENTION \$			P003-200378	07/01/2020	07/01/2021	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
	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				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	Professional Liability			P003-200362	04/01/2020	04/01/2021	Each Occurrence	\$ 1,000,000
							Aggregate	\$ 1,000,000
								\$
								\$

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

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

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

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

CERTIFICATE HOLDER American Electric Power Company Evidence of Casualty Insurance	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>\$ 1,893.8</u>	<u>\$ 1,900.1</u>	<u>\$ 2,001.1</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.

180 East Broad Street
Columbus, Ohio 43215-3793

Technician A

Date Processed 5/27/20

(614) 466-3016
www.PUCO.ohio.gov

CRES AUTOMATIC CASE ACTION FORM

Date: **5-26-20**

Case Number: **10-0384-EL-CRS**

Company Name and Company Name d/b/a: **AEP Energy, Inc.**

Company Address: **225 W Wacker Drive, Suite 600**

Company City/State/Zip: **Chicago IL 60606**

Regulatory Contact: **Marsha Makel**

Phone: **614-682-4350**

Email: **mmakel@aepenergy.com**

Address: **1 Easton Oval, Suite 200**

City/State/Zip: **Columbus OH 43219**

Renewal

Action Needed:

Issue Certificate Number to:

Effective Date of Certificate:

Certificate Expires:

Renew Certificate Number from: 10-206E (5) to: 10-206E (6)

Effective Date of Certificate: **5-20-20**

Certificate Expires: **5-20-22**

Certified To Provide the Following Services:

Retail Generation

Aggregation

Power Marketer

Power Broker

Governmental Aggregation

Revise Certificate Number: _____ to (check all applicable):

Reflect name change from: _____ to _____

Reflect address change from: _____ to _____

Correct Administrative Error:

Reflect Change of Ownership to:

Cancel Certificate Number:

Protect Un-redacted copies until:

Close Case File, Case Withdrawn at Applicant's Request

Close Case File

CASE NUMBER: 10-0384-EL-CRS
CASE DESCRIPTION: AEP ENERGY, INC
DATE OF SERVICE: 5/27/2020
DOCUMENT SIGNED ON: 5/27/20

Sign Here: De

APPLICANT

PARTY OF RECORD

ATTORNEY

AEP ENERGY, INC
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 COLUMBUS, OH 43219
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NONE

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 Fax: 312-628-8612
 Email: MKUCHERA@BLUESTARENERGY.COM

ATTORNEY

PARTY OF RECORD

ATTORNEY

none

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 Columbus, OH 43215
 Phone: (614)466-0469
 Email: mary.fischer@puco.ohio.gov

none

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

5/27/2020

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

Columbus,OH 43081

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MAKEL, MARSHA REGULATORY ATTORNEY

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none

GUY, JAMES E.

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ENERGY S

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none

MUZZO, CHRISTOPHER L

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ONE FINANCIAL WAY, SUITE 312

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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

August 10, 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. Reducing travel lanes and the width of travel lanes for motor vehicles has been shown to reduce travel speeds and increase comfort for people riding bikes. Bexley has installed medians with tall vertical elements on Main Street and Broad Street which are also being considered on this corridor. Protected bike lanes are another option that would not only calm traffic, but also directly accommodate people biking.

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 medians, protected bike lanes, or a combination of medians and typical 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. 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". The signature is fluid and cursive, with the first name "Catherine" written in a larger, more prominent script than the last name "Girves".

Catherine Girves | Senior Planner

TOOLE DESIGN

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Ordinance 12 - 21

By: Richard Sharp

An Ordinance to adopt and approve the City of Bexley Electric Aggregation Plan of Operation and Governance, and to declare an emergency.

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

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

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

WHEREAS, in order to proceed with an additive renewable electric aggregation program, the City must pass the attached Electric Aggregation Plan of Operation and Governance; and

WHEREAS, the City held two public hearings to discuss the Electric Aggregation Plan of Operation and Governance, on _____ and on _____ after two consecutive weeks of newspaper publication, in accordance with Ohio Revised Code 4909.28;

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

Section 1.

That the City of Bexley Electric Aggregation Plan of Operation and Governance, attached as Exhibit A, is hereby adopted and approved.

Section 2.

That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public health, peace, and safety and shall go into full force and effect upon the approval of the Mayor.

Passed: _____, 2021

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.

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