



City Council Meeting Agenda

Tuesday, August 24, 2021

6:00 PM

- 1) **Call to Order**
- 2) **Roll Call of Members**
- 3) **Pledge of Allegiance**
- 4) **Special Guests**
 - A) Peter Bardwell to Receive Proclamation for Service on the Bexley Architectural Review Board
- 5) **Ordinances/Resolutions with Visiting Presenters**
 - A) Ordinance 24-21 (Tabled), to award the Bexley Electricity Aggregation Program contract to AEP Energy, based upon the terms and conditions provided for in their RFP, as modified by the Board of Control, introduced by Mr. Sharp. (Introduced on May 25, 2021)
 - B) Ordinance 12-21 (Tabled), to adopt and approve the City of Bexley Electric Aggregation Plan of Operation and Governance, and to declare an emergency, introduced by Mr. Sharp (introduced on March 9, 2021).
 - C) Special Presenter: Chris Bailey with AEP
- 6) **Presentations**
- 7) **Public Comments**
- 8) **President's Report**
- 9) **City Attorney Report**
- 10) **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
- 11) **Consent Agenda:**

- A) 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)
- B) Ordinance 30 – 21 to create the position of “Chief Executive Assistant” (introduced by Mr. Markham on June 22, 2021)
- C) 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)
- D) Minutes from the August 10, 2021 City Council Meeting

12) Third 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)

13) Second 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 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) First Readings:

- A) Ordinance #35-21 to enter agreement with ODOT for Urban Paving project along US 40 including resurfacing and partial pavement repair along with other associated work in accordance with Preliminary Participatory Legislation RC 5521.01 (Introduced by Mr. Markham on August 24, 2021)
- B) Ordinance #36-21 to establish the American Rescue Plan Act (ARPA) Fund and to appropriate \$1,442,422.10 from the ARPA Fund. (Introduced by Mr. Markham on August 24, 2021)
- C) Resolution #11-21 confirming the Mayor's appointment of Rachel Laing to the Civil Service Commission (Introduced by Ms. Lampke on August 24, 2021)

15) Tabled Ordinances:

- A) 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) (Tabled on August 10, 2021)

- 16) **Service and Environmental Committee - Richard Sharp, Chair**
- 17) **Finance Committee - Troy Markham, Chair**
 - A) Motion to approve payment of invoices payable associated with the Broad Street Median Grant
- 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) **Judiciary and Strategic Committee - Monique Lampke, Chair**
- 22) **Public Comments (No Speaker Slip Required)**
- 23) **Adjourn**

All agendas are subject to change.

City Council Policy for Correspondence:

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

City Council Policy for Public Comments:

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

For issues that are not on Council's agenda:

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

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

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

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

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

Time limits for public comments:

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

Additional guidelines for public comments:

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

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:

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

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

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

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

ARTICLE 1 - OBLIGATIONS OF THE PARTIES

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 - TERM AND TERMINATION

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

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

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

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

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

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

ARTICLE 3 - DELIVERY TERM

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

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

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

ARTICLE 4 - BILLING AND PAYMENTS

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

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

ARTICLE 5 - DEFAULT AND REMEDIES

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

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

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

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

ARTICLE 6 - FORCE MAJEURE

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

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

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

ARTICLE 7 - LIMITATION OF LIABILITY

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

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

ARTICLE 8 - REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 - CONFIDENTIAL INFORMATION

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

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

ARTICLE 10 - MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AEP ENERGY, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

ATTACHMENT A:

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

Attachment A to Government Aggregation Master Retail Electric Supply Agreement

Between

and AEP Energy, Inc.

Term:

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

Pricing:

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

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

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

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

Mercantile Accounts:

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
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 | | | 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 | \$ 1,919.8 | \$ 1,931.3 | \$ 1,928.9 |
| <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 | 57.7 | (33.0) | 86.5 |
| TOTAL OTHER COMPREHENSIVE INCOME (LOSS) | (27.3) | (23.7) | 88.5 |
| TOTAL COMPREHENSIVE INCOME | 1,892.5 | 1,907.6 | 2,017.4 |
| Total Comprehensive Income (Loss) Attributable To Noncontrolling Interests | (1.3) | 7.5 | 16.3 |
| TOTAL OTHER COMPREHENSIVE INCOME ATTRIBUTABLE TO AEP COMMON SHAREHOLDERS | \$ 1,893.8 | \$ 1,900.1 | \$ 2,001.1 |

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

| PARTY OF RECORD | APPLICANT | ATTORNEY |
|---|------------------|--|
| AEP ENERGY, INC F MITCHELL DUTTON ONE EASTON OVAL SUITE 200 COLUMBUS, OH 43219 Phone: 6146824350 Email: mdutton@AEPenergy.com | NONE | |
| AEP ENERGY, INC VICE PRESIDENT, OPERATIONS KEVIN WEBER 225 W WACKER DR SUITE 600 CHICAGO, IL 60606 Phone: 312-628-0816 Fax: 312-628-0817 Email: CARE@AEPENERGY.COM | | KUCHERA, MADELON GENERAL COUNSEL FOR BLUESTAR ENERGY SERVICES INC 363 WEST ERIE STREET SUITE 700 CHICAGO, IL 60654 Phone: 312-628-8613 Fax: 312-628-8612 Email: MKUCHERA@BLUESTARENERGY.COM |

| PARTY OF RECORD | ATTORNEY | ATTORNEY |
|------------------------|--|-----------------|
| none | *Fischer, Mary E Ms. Public Utilities Commission of Ohio 180 E. Broad St. 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

Phone:614-466-8526

Email:Nedra.Ramsey@puco.ohio.gov

none

*Kuchera, Madelon Ms.

BlueStar Energy Services, Inc.

363 West Erie Street

Suite 700

Chicago,IL 60654

Phone:312-628-8613

Fax:312-628-8612

Email:mkuchera@bluestarenergy.com

none

MAKEL, MARSHA REGULATORY ATTORNEY

AEP ENERGY, INC.

1 EASTON OVAL, SUITE 200

COLUMBUS ,OHIO 43219

Phone:614-682-4350

Email:MMAKEL@AEPENERGY.COM

none

GUY, JAMES E.

BLUESTAR ENERGY SERVICES INC DBA BLUESTAR
ENERGY S

701 BRAZOS STREET STE 970

AUSTIN,TX 78701-3232

Phone:512-721-2700

none

MUZZO, CHRISTOPHER L

GONZALEZ SAGGIO & HARLAN LLP

ONE FINANCIAL WAY, SUITE 312

CINCINNATI,OH 45242

Phone:513-672-6732

Fax:513-792-6724

Email:CHRISTOPHER_MUZZO@GSHLLP.COM

Ordinance 12 - 21

By: Richard Sharp

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

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

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

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

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

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

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

Section 1.

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

Section 2.

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

Passed: _____, 2021

Lori Ann Feibel, President of Council

Attest: _____
William Harvey, Clerk of Council

Approved: _____, 2021

Ben Kessler, Mayor

First Reading: March 9, 2021

Second Reading:

Third Reading:

City of Bexley, Ohio Municipal Electric Aggregation Program

Plan of Operation and Governance

Adopted April 23, 2002; Revised ____, 2021

Overview

At the November 6, 2001 general election, local residents authorized the City of Bexley ("the City") to create a municipal opt-out electric aggregation program ("the Aggregation Program") as provided under Section 4928.20 of the Ohio Revised Code. Under the opt-out electric aggregation program, all eligible electric consumers within the City's corporation limits will be automatically included in the Aggregation Program initially. However, all consumers will also be given the opportunity to opt out of or decline participation in the Aggregation Program as detailed herein.

The City's purpose in creating the Aggregation Program is to represent local consumer interests in emerging competitive electricity markets by aggregating electric loads within the City's corporation limits (including municipal facilities) and negotiating affordable, reliable electric supplies, encouraging renewable energy development and sustainability, and other related services on behalf of local consumers. The City may pursue this purpose individually or in cooperation with other entities.

Many small commercial and residential electric consumers lack the leverage to effectively negotiate power supply rates and services. A governmental aggregation program provides them with an option for professional representation and the bargaining power of a larger, more diverse consumer group that may be more attractive to suppliers, allowing them to effectively participate in the competitive process and achieve benefits.

The Aggregation Program is designed to stabilize the amount a consumer pays for electric energy, offer renewable and other innovated product offerings, and to gain other favorable economic and non-economic terms in service contracts. The City will not buy and resell power, but will represent collective consumer interests to set terms and conditions for service. Through a negotiation process, the City will develop a contract with a Competitive Retail Electric Services Provider (CRES Provider) or Providers for firm all-requirements electric service. The contract will run for a fixed term. Once the contract has been finalized, it will be submitted to the Bexley City Council for public hearing(s) before being awarded by the City.

Initially, each eligible consumer within the City's corporation limits will be automatically included in the Aggregation Program. However, prior to actual enrollment, each consumer will receive a notice from the City detailing the Aggregation Program's rates, terms and conditions.

Each consumer will then have a 21-day period to opt out of or decline to participate in the Aggregation Program without charge. Consumers opting out of the program will remain on AEP Ohio's (AEP's) Standard Offer Generation Service until such time as they select an approved CRES Provider. A similar opt-out period will be offered every three years during which time consumers can leave the Aggregation Program without paying an early termination fee or switching fee.

Participants who leave the Aggregation Program and wish to return, as well as consumers who move into the City after the initial opt-out period, will be afforded the opportunity to enroll in the Aggregation Program. However, the City cannot guarantee rates, terms and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period.

Participants who relocate within the City limits and retain the same AEP account number will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their former location, provided the AEP rate classification is the same at both locations, and subject to any switching fees imposed by AEP.

The City will contract with a CRES Provider to implement and operate the Aggregation Program. Contracts for power supply and other related services will be negotiated, recommended, and monitored for compliance by the City on behalf of local consumers.

The Aggregation Program covers the power supply or generation portion only of a participant's electric bill. AEP will continue to deliver electricity to Aggregation Program participants' homes and businesses through its electric transmission and distribution system as a monopoly function regulated by the Public Utilities Commission of Ohio (PUCO). AEP will also continue to install, operate and maintain its system of poles, wires, transformers and other electric distribution components. Aggregation Program participants should continue to call AEP if their power goes out or if they have billing questions. The PUCO will continue to oversee AEP's electric safety and reliability service standards.

The City developed this Plan of Operation and Governance in compliance with Ohio law regarding municipal opt-out aggregation of electric consumers, including two public hearings prior to its adoption.

Plan of Operation and Governance

The Bexley City Council shall approve through resolution or ordinance the Aggregation Program's Plan of Operation and Governance in accordance with Ohio Revised Code Section 4928.20. Amendments to the Plan of Operation and Governance will be subject to Bexley City Council approval and filing with the PUCO.

After adoption of the Plan of Operation and Governance, the City will file with the PUCO for governmental aggregator certification and also register as a governmental aggregator with AEP.

Aggregation Program Management

Oversight of the Aggregation Program will be the responsibility of the Service Director, who shall report to the Mayor. The Service Director, subject to City Council approval, will have the authority to develop specifications for the Aggregation Program, to appoint an Aggregation Program

Manager, and to select, hire and manage the CRES Provider. The CRES Provider and the Aggregation Program Manager will work under the direction of the Service Director with the advice and counsel of the City Attorney.

Due to the complexity of the electric utility industry and the uncertainties of its associated restructuring activities, the Service Director may contract with a consultant or consultants to provide the necessary expertise to represent the City's interest in legislative and regulatory matters and/or to serve as the Aggregation Program Manager. Such services may include, but are not limited to facilitating consumer enrollment and opt-out, assisting with consumer education, addressing consumer questions and concerns, providing reports on program operation, enrollment and savings, negotiating future CRES Provider contracts, and representing the City in dealings with CRES Providers, AEP, the Ohio Legislature, the PUCO and the OCC.

The CRES Provider's rates will include an administrative fee, which shall (if implemented) be collected on behalf of the City to fund the implementation and administration of the City's Aggregation Program. The administrative fee will be adjusted annually to cover the City's cost of administering the program. The fee will be reviewed annually to ensure that the amounts collected do not exceed the cost of administering the aggregation program.

Selection of a CRES Provider

The City will not buy and resell power to Aggregation Program participants. The City will negotiate with potential CRES Providers to provide affordable, reliable electric supplies and other electric related services on behalf of local consumers. The City will consider cooperating with other governmental aggregators or public aggregators, as permitted by law, if it appears beneficial to do so.

Through a request for proposal ("RFP") and negotiation process, the City will develop a contract with a CRES Provider or Providers for firm, all-requirements service. The City shall have the authority to contract with CRES Providers for the provision of 100% renewable energy, with a strong preference for Ohio-based renewable energy projects. The City will contract only with a CRES Provider or Providers that meet at a minimum the following criteria:

1. Certified CRES Provider by the PUCO
2. Registered with AEP
3. Have a service agreement under AEP's Open Access Transmission Tariff
4. Successfully completed Electronic Data Interchange (EDI) computer system testing with AEP and that CRES Provider's EDI computer system is capable of effectively processing Aggregation Program EDI transactions in a timely manner
5. Meet standards of creditworthiness established by the City
6. Have a customer call center capable of effectively handling participants' questions, concerns and disputes in a timely manner using a toll-free telephone number
7. Meet the minimum standards and obligations set forth in the RFP issued by the City.

8. Hold the City harmless from any financial obligations arising from offering electricity and/or energy-related services to Aggregation Program participants.

The CRES Provider's contract will run for a fixed term (i.e., one to five years) and contain all pricing, charges, switching fees, etc. in clear and easily understood terms.

The City will require any CRES Provider to disclose any subcontractors that it uses in fulfillment of the services described herein,

The Bexley City Council may approve, through resolution or ordinance, the contracts entered into by the City with the CRES Provider.

Electric Supply Charges

The City will aggregate electric loads within the City's corporation limits (including municipal facilities) and negotiate mutually agreeable price terms with CRES Providers for affordable, reliable electric supplies and other related services on behalf of local consumers. The City may pursue this purpose individually or in cooperation with other entities. CRES Providers will supply information on electric supply charges by AEP customer rate classification or other appropriate pricing category as approved by the City. All electric supply charges will be fully and prominently disclosed in consumer enrollment materials and will be subject to review by the Bexley City Council.

AEP's Regulated Customer Classifications and Rates

AEP assigns customer rate classifications, character of service and associated regulated rates subject to PUCO approved tariffs. In addition to the CRES Provider's generation charges, consumers will continue to be billed for AEP's service and delivery charges. Although the City may participate in regulatory proceedings and represent the interests of consumers regarding these regulated rates, it cannot assign or alter customer rate classifications.

It is the intention of the city to offer its aggregation program to eligible customers in any and all customer classifications, and in all eligible rate categories, for which the CRES Provider can offer a stable rate.

Developing the Pool of Eligible Accounts

The City shall request AEP to provide current customer information for all customers within the municipal boundaries. The provided information shall include:

- Customer name;
- Customer service address;
- Customer billing address;
- AEP customer account number;
- AEP rate code;

- AEP PIPP code;
- Customer load data;
- Whether or not a customer has a present contract with a CRES Provider; and
- Whether or not a customer has a special service contract with AEP.

From this information, the City and the CRES Provider will develop the pool of customers eligible to participate in the aggregation program, for which the CRES Provider can offer savings.

Initial Consumer Notification and Enrollment

After public hearing(s) by the Bexley City Council, and award of the contract by the City, the CRES Provider will work with the City and AEP to identify all eligible consumers within the City's corporation limits.

All eligible consumers will be notified in writing of the rates, charges and other terms and conditions of participation in the Aggregation Program and that they will be automatically enrolled in the Aggregation Program unless they opt out of or decline participation in the program. Consumers will be given a 21-day period in which to notify the City that they wish to opt out of or decline participation in the Aggregation Program. Eligible consumers shall be provided with a post card or similar notice regarding how consumers can opt-out of the Aggregation Program. This notice shall instruct customers how to opt out and indicate the 21-day period within which consumers have the ability to opt out. The City and the CRES Provider may also use additional methods of opting-out, such as telephonic or internet notice, provided that these alternative methods allow for verification of a consumer's election to opt out of the aggregation. Consumers opting out of the program will remain on AEP's Standard Offer Generation Service, until such time as they select an approved CRES Provider.

After the initial 21-day opt out period has elapsed, all eligible consumers who have not notified the City of their desire to opt out of the Aggregation Program will be enrolled by the CRES Provider at the earliest date practicable. The CRES Provider will provide AEP with the required 90 days enrollment notice for consumers with demand meters.

Consumers ineligible to participate in the Aggregation Program include those customer accounts that are located outside the City's municipal boundaries, customers who are in contract with a CRES provider, customers in a "special rate" contract with AEP, Percentage of Income Payment Plan (PIPP) consumers and consumers whose accounts are not current with AEP. (The aggregation of PIPP customers is under the direction of the State of Ohio.)

Consumers enrolled in the Aggregation Program by the CRES Provider will receive a letter from AEP notifying them of their enrollment. Consumers will have seven calendar days to notify AEP of any objection to their enrollment in the Aggregation Program. AEP will notify the CRES Provider of consumer objections or any reason that a consumer was not enrolled in the Aggregation Program and CRES Provider will maintain a list of customers who have opted out under the program rules. The CRES Provider will report to the City the status of Aggregation Program enrollment on at least a monthly basis.

Leaving the Aggregation Program

Participants who wish to leave the Aggregation Program may do so:

- During the initial 21-day opt-out period
- During subsequent opt-out period offered by the City at least every three years
- At any other time, with appropriate notice to the CRES Provider, without an early termination fee.

In addition to the initial 21-day opt-out period described above, each participant will be given an opportunity to opt out of the Aggregation Program every three years without paying an early termination fee. Consumers who choose to opt out of the Aggregation Program at any time other than during the initial 21-day opt-out period or during subsequent opt-out periods offered by the City may be subject to an early termination fee, if applicable. The City will offer an opt-out aggregation program with no early termination fees.

Any consumer who opts out of the Aggregation Program will be returned to AEP's Standard Offer Generation Service until such time as the consumer selects another approved CRES Provider.

CRES Provider Responsibilities

The CRES Provider will build and maintain a database of all Aggregation Program participants. The database will include the name, address, AEP service delivery identification (SDI) number and may include other pertinent information as agreed upon by the City and the CRES Provider. Such information may include the CRES Provider's account number (if different from AEP's SDI number), rate code, rider code (if applicable), most recent 12 months of kWh consumption and kW demand, and meter reading cycle. The Aggregation Program database will be updated at least quarterly. The City will have the right to access information in the database for purposes of auditing.

The City deems any and all information related to an eligible customer to be confidential and proprietary trade secret information. The CRES Provider shall keep all eligible customer information provided to it by the City or AEP in supplying eligible customers within the City's corporation limit confidential and shall not disclose such information to any third party, unless such disclosure is required to serve any eligible customer, the third party agrees to keep such eligible customer information confidential, and the City consents to the disclosure of such information to the third party.

The CRES Provider will provide and maintain the required Electronic Data Interchange (EDI) computer system to effectively process Aggregation Program enrollments, opt outs, billing, etc, with AEP.

The CRES Provider will provide a local or toll free telephone number for participant questions and concerns about enrollment, opt-out provisions, billing and other Aggregation Program issues.

The CRES Provider will develop internal controls and processes to help ensure that the City remains in good standing as a governmental aggregator that complies with all laws, rules and regulations regarding the same as they may be periodically amended.

New and Returning Participants

Participants who leave the Aggregation Program and wish to return, participants who initially opt out of the program and later wish to join, as well as consumers who move into the City after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program. However, the City cannot guarantee rates, terms and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period. Consumers may contact the Aggregation Program Manager to obtain current enrollment information.

Participants who relocate within the City limits and retain the same AEP account number will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their former location, provided the AEP rate classification is the same at both locations, and subject to any switching fees imposed by AEP.

The CRES Provider will comply with all local, state and federal rules and regulations regarding discontinuing service to Aggregation Program participants.

Opt-In Aggregation

In addition to the automatic opt-out process, the City may provide customers the ability to affirmatively opt-in to the Aggregation Program. For opt-in aggregation, the CRES Provider shall obtain the customer's affirmative consent directly (in person, by mail or facsimile), telephonically or electronically in accordance with the PUCO's rules. After completion of the enrollment transaction with the customer, the CRES Provider shall send an electronic enrollment request to the utility, and the customer will be enrolled in accordance with the PUCO's rules and procedures in the utility's tariff.

Modification of Bexley's Plan

The Service Director shall have the authority to make modifications to this Plan. Any material modification to this Plan shall require City Council approval. The City will comply with O.A.C. 4901:1-21-16(D) with respect to any modifications to the Plan that materially affect the customers of the aggregation.

Billing

The City plans to utilize AEP's consolidated billing service in which each consumer account receives one bill itemizing the CRES Provider's electric supply charges and AEP's delivery, transition and other PUCO-approved charges. The billing statement will be consistent with applicable PUCO rules and regulations. The City will consider other billing options, including CRES Provider consolidated billing, if and when they become available and if it appears advantageous to do so.

Questions and Concerns

The Aggregation Program only impacts the source of generation or power supply. AEP will continue to deliver the electricity purchased through the Aggregation Program to participants' homes and businesses through its electric transmission and distribution system. Participants with question or concerns regarding service delivery or safety, such as a power outage, a downed power line, sparking power lines or equipment, low voltage, etc. should continue to contact AEP at 800-277-2177. Meter reading or other billing questions should also be directed to AEP at 888237-5566.

The selected CRES Provider shall ensure that each participating customer receives a printed copy of a toll-free number to call the CRES Provider regarding service problems or billing questions. The CRES Provider shall refer reliability, line repair, or service interruption, and billing issues to the local distribution company. The CRES Provider shall handle all complaints in accordance with applicable laws and regulations. Problems regarding the selected CRES Provider Service Director and Aggregation Program Manager. Below is a chart with relevant contact information:

| Question or Concern | Contact | Phone Number/e-mail |
|--|---|---|
| Power outage or interruption | AEP | 800-277-2177 |
| Turn power on or off | AEP | 800-277-2177 |
| Meter reading/billing | AEP | 888-237-5566 |
| To enroll in or opt out of the Aggregation Program | CRES Provider Hours: | 800-##### |
| Aggregation Program | Service Director or Aggregation Program Manager | |
| Unresolved disputes (all customers) | Public Utilities Commission of Ohio | 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 |

Commented [A1]: Need phone number

Reliability and Indemnification of Consumers

Electric service reliability is an essential to Aggregation Program participants. The City will strive to provide high-quality service and reliability through provisions of the CRES Provider contract, through traditional proceedings related to AEP's regulated transmission and distribution services; and through direct discussions with AEP concerning specific or general problems related to quality and reliability of its transmission and distribution system.

If for any reason a CRES Provider fails to provide uninterrupted service, the City will attempt to acquire an alternative power supply. If this attempt fails, participants will default to AEP's Standard Offer Generation Service. In no case will participants be without power as the result of the CRES Provider's failure to provide uninterrupted service. The City will seek to minimize this risk by contracting only with reputable CRES Providers that demonstrate reliable service. The City also intends to include conditions in its CRES Provider contract that will indemnify

participants against risks or problems caused by the CRES Provider with power supply service and price.

Participant Rights

All Aggregation Program participants shall enjoy the protections of law afforded to consumers as they currently exist or as they may be amended from time to time. These include rights to question billings or service quality or service practices. All program participants shall also enjoy the individual right to decline participation in the Aggregation Program subject to the terms and conditions contained herein.

All Aggregation Program participants will be treated equitably. They will be guaranteed the right to raise and resolve disputes with the CRES Provider, be provided all required notices and information; and always retain the right to opt out of the Aggregation Program or switch suppliers subject to the terms and conditions contained herein.

All consumers within the City's corporation limits shall be eligible to participate in the Aggregation Program subject to the terms and conditions described herein, Ohio law, PUCO rules and regulation governing electric service, and AEP's approved tariffs.

Service under the Aggregation Program shall include all eligible customer classes in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local government. CRES Provider contracts shall contain provisions to maintain these principles and equitable treatment of all customer classes.

Low-income consumers shall remain subject to all provisions of Ohio law and PUCO rules and regulations as they may be amended from time to time regarding their rights to return to AEP's Standard Offer Generation Service and participation in the Aggregation Program.

Participant Responsibilities

Aggregation Program participants are subject to the same standards and responsibilities as other electric consumers, including payment of billings and access to metering and other equipment necessary to carry out utility operations.

Election of Standby Service

If standby service is approved by the PUCO, Ohio law allows the City to decide whether receiving and paying for standby service is in the best interest of the participating Aggregation Program customers. If the City elects not to receive and pay for standby service from the distribution utility, the City will inform Opt-Out Aggregation Program customers of its decision through an opt-out notice, and will inform Opt-In Aggregation Program customers by regular U.S. Mail or electronic mail, depending upon their preference. The notices will provide customers the opportunity to terminate participation in the Aggregation Program without penalty, and will inform customers that when they return to the distribution utility, they will be charged the market price of power plus any amount attributable to the distribution utility's compliance with the State of Ohio's alternative energy portfolio standards. The market price

and alternative energy amount will continue to be charged until the end of the approved electric security plan, or as otherwise approved by the PUCO.

Termination of the Aggregation Program

The Aggregation Program may be discontinued upon the termination or expiration of the CRES Provider contract without any extension, renewal or subsequent contract being executed. In the event of Aggregation Program termination, each participant will receive notification at least 60 days prior to such program termination and could return to AEP's Standard Generation Offer Service or select another approved CRES Provider.

Definitions

Aggregation

Combining the electric loads of multiple customers for the purposes of supplying or arranging for the supply of competitive retail electric service to those customers.

Aggregation Program Manager

The person or entity designated by the Service Director to oversee the operation and management of the City of Bexley's Municipal Electric Aggregation Program.

Competitive Retail Electric Service (CRES)

A component of retail electric service that is deemed competitive under the Ohio Revised Code or pursuant to an order of the PUCO. This includes but is not limited to the services provided by competitive retail electric service providers, power marketers, aggregators and governmental aggregators.

Competitive Retail Electric Service Provider (CRES Provider)

A person or entity certified by the PUCO and registered with AEP who supplies or offers to supply a competitive retail electric service over AEP's electric transmission and/or distribution system. This term does not apply to AEP in its provision of standard offer generation service.

Consumer

Any person or entity that is an end user of electricity and is connected to any part of AEP's electric transmission or distribution system within the City of Bexley's corporation limits.

Delivery Charge

Charge imposed by AEP for delivering electricity to a consumer's home or business. The charge includes meter reading, billing, transition costs, maintaining electric system reliability and responding during emergencies and outages (also called the distribution charge).

Distribution

The delivery of electricity to a consumer's home or business over AEP's local poles, wires, transformers, substations, and other equipment. AEP's distribution system operations will remain regulated by the PUCO.

Electric Related Service

A service that is directly related to the consumption of electricity at a consumer's home or business. This may include, but is not limited to, the installation of demand side management measures at a consumer's premises, the maintenance, repair or replacement of appliances, lighting, motors or other energy-consuming devices at a consumer's premises, and the provision of energy consumption measurement and billing services.

Electric Supply Charge

All charges related to the generation of electricity by the CRES Provider.

Governmental Aggregator

An incorporated village or city, township or county acting as an aggregator for the provision of a CRES under authority conferred under Section 4928.20 of the Ohio Revised Code.

Kilowatt (kW)

A kilowatt is 1,000 watts

Kilowatt-hour (kWh)

A kilowatt-hour is 1,000 watts of electricity used for one hour. For example, a 1,000-watt appliance operating for one hour or a 100-watt light bulb operating for ten hours will consume one kilowatt-hour of electricity. Consumers are charged for electricity in cents per kilowatt-hour.

Ohio Consumers' Counsel (OCC)

The Ohio Consumers' Counsel (OCC) was established by the Ohio Legislature in 1976 to represent the interests of Ohio's four million residential utility customers served by investor-owned utilities in proceedings before the PUCO, other regulatory agencies and in the courts. The OCC also educates consumers about utility issues and resolves complaints individuals have with investor-owned utility companies.

Participant

A consumer enrolled in the City of Bexley's Municipal Electric Aggregation Program.

Public Utilities Commission of Ohio (PUCO)

The state agency charged with assuring all consumers (residential commercial and industrial) served by investor-owned utilities have access to adequate, safe, and reliable utility services at fair prices. The PUCO regulates a wide variety of investor-owned utilities, including electric, natural gas, pipeline, heating/cooling, local telephone, long distance telephone, waterworks, wastewater, railroad, household goods carriers, water transportation, hazardous materials carriers, and commercial transportation carriers.

Standard Offer Generation Service

The electric generation service a consumer will receive from AEP (the default electric service provider) if the customer does not choose a CRES Provider.

DRAFT



Service Department Update

Service Director

Andy Bashore

August 24th, 2021

Street Department:

The Street Dept. crews have finished the final touch up work at Schenider park. We are working with a landscape architect for the final landscape plan. 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 continues to clean and video the main lines. The crews have also been working on our valve exercising program and replacing valves when necessary.

Urban Forestry/Grounds Maintenance:

The tree crews continue to work on tree pruning and removals. The grounds crew are mowing and working on bed maintenance and watering flower baskets. The plant material has been ordered for the flower pots along Livingston Ave. The goal is to install the pots in early September.

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.
- The alley light program has been completed 25 LED lights were installed in central Bexley.



Council Update – Chief of Police

August 24, 2021

Comments from Administrative Sergeant Overly: Alumni members had an opportunity to use the MILO Range simulator on Thursday, August 19th.

School Supply Drive: Despite the bad weather we had last week, the alumni members still came through with supplies. Officer Chapman delivered several bags of various supplies to each elementary school.

We have started interviews for a new full-time dispatcher to fill the third shift vacancy.

Comments from Detective Sergeant Brickey: Detectives have been active presenting cases before the grand jury. They have been very successful in receiving true bills for those cases.

Shortly after a news story featuring the auto theft from Orange Theory Fitness, Det. Briley received a call from the guardian of one of the girls in the video. During the interview with the juvenile suspect (guardian present), Det. Briley developed enough information that he should be able to charge all three suspects involved. He also has significant leads on a separate car theft that involves some of the same suspects.

This is the same group that was captured after crashing a stolen car while running from the police in another Ohio county.

We have eliminated four applicants either by removal standards or the applicant withdrawing from the process. Background investigations should be finished by the end of the month. While it seems increasingly difficult to find good applicants, we have some extremely strong candidates in this process. Unfortunately, several other departments are also hiring and most of our remaining candidates are in several departments' application process. This current process may be the most competitive we have experienced.

There doesn't seem to be any significant change in crime for the same reporting period (last 4 weeks) from this year to last. Some percentages may seem high, for example assaults are listed as being up 100% but when you look at the numbers, 4 this year versus 2 last year in the same period, it doesn't seem so skewed. The one exception is shoplifting which seems to be up significantly (11 vs 3). This is usually due to changes in reporting by CVS and/or Market District where the bulk of our shoplifting cases originate.

Looking at the central Ohio area as a whole, there is still a significant amount of violent crime that is notable. The Franklin County Sheriff's Office, CPD, and other local agencies have partnered to combat the groups of ATV's and motorcycles that have periodically driven through the area, shutting down intersections, taking over streets, disrupting traffic, and sometimes assaulting motorists. On at least one occasion, this lawless behavior has resulted in the death of a non-participating motorcyclist after one of the participants lost control and crashed into the victim. I only bring this up to encourage everyone to remain aware of your surroundings, and keep your doors locked while driving. It's not always possible to avoid such unsuspected troubles but if you remain aware, you can often find a way out.

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 next Recreation Board meeting is on Wednesday, September 1st at 5:30p at City Hall.

Schneider Park Ribbon Cutting Ceremony:

- We held the Schneider Park Ribbon Cutting Ceremony as part of the Main Event Series on Friday, August 13th.
- Thank you to all involved in the event. It was a wonderful opportunity to recognize all of those individuals and organizations involved in making this amazing park a reality for our community.

**Splish, Splash & Dash – Bexley Youth Triathlon:**

- The 9th Annual Splish, Splash & Dash – Bexley Youth Triathlon was held this past Saturday, August 21st.
- It was so wonderful to be able to hold this event in person again. We had exactly 300 registered 4-14 year olds.
- Thank you to all of the amazing volunteers, including many council members. Special thank you to Council President Feibel for coordinating our volunteer crew. We couldn't do this event without her work and the support of so many wonderful volunteers.
- Watching these kids complete the triathlon is truly an inspirational experience. Thank you to the Recreation and Parks Staff for all of their work to pull off this event.

**Labor Day Block Party – Sunday, September 5th:**

- This year's Labor Day Block Party will be bigger and better than ever. The event will include the Main Event movie series with the showing of Cars 3, the Bexley Brewfest and concert, as well as the traditional Labor Day Block Party activities such as the egg drop, inflatable games, cornhole tournament, touch-a-truck, and Mayor's Cookout.
- We will also be adding a car show with some cool and interesting cars on display. The cars will be set up on Main Street between Drexel and College Avenue as Main Street will be closed for the event.
- More information can be found at www.bexley.org/laborday





CITY OF BEXLEY
General Fund

July 2021 Budget vs Actual

| | July | | | Year-to-Date | | | | Year over Year Increase (Decrease) |
|---------------------------------|------------|--------------|-------------------|--------------|---------------|-------------------|--------------|--|
| | Budget | Actual | Better (Worse) | Budget | Actual | Better (Worse) | Jun-20 | |
| Revenue | | | | | | | | |
| City Income Tax | \$ 803,333 | \$ 1,781,838 | \$ 978,505 | \$ 7,711,999 | \$ 9,627,385 | \$ 1,915,386 | \$ 6,435,180 | \$ 3,192,205 |
| Local Government | 35,000 | 57,257 | 22,257 | 245,000 | 328,032 | 83,032 | 263,635 | 64,397 |
| Real Estate Tax | - | - | - | 205,000 | 313,745 | 108,745 | 262,601 | 51,144 |
| Interest | 26,667 | 7,750 | (18,917) | 186,667 | 118,872 | (67,795) | 156,511 | (37,639) |
| Building Permits | 34,667 | - | (34,667) | 242,667 | 213,803 | (28,864) | 166,122 | 47,681 |
| Franchiseand ROW Fees | 7,917 | 8,305 | 388 | 155,418 | 88,136 | (67,282) | 95,272 | (7,136) |
| Grants | 38,750 | 588 | (38,162) | 271,250 | 76,474 | (194,776) | 49,010 | 27,463 |
| CIC Revenue | 14,167 | 4,167 | (10,000) | 99,167 | 90,924 | (8,242) | 75,000 | 15,924 |
| All Other | 15,452 | 14,545 | (906) | 210,324 | 210,539 | 215 | 177,744 | 32,794 |
| Totals | \$ 975,952 | \$ 1,874,451 | \$ 898,499 | \$ 9,327,491 | \$ 11,067,910 | \$ 1,740,419 | \$ 7,681,077 | \$ 3,386,833 |
| Operating Expenditures | | | | | | | | |
| General Government | | | | | | | | |
| Mayor's Office | \$ 33,534 | \$ 64,584 | \$ (31,050) | \$ 272,182 | \$ 256,901 | \$ 15,281 | \$ 219,836 | \$ 37,065 |
| Grants | 38,750 | 37,994 | 756 | 271,250 | 455,953 | (184,703) | 214,342 | 241,611 |
| Auditor's Office | 62,426 | 87,705 | (25,279) | 557,333 | 425,074 | 132,260 | 296,947 | 128,127 |
| Attorney's Office | 10,917 | 11,492 | (575) | 76,417 | 113,610 | (37,194) | 55,016 | 58,594 |
| Civil Service | 1,333 | - | 1,333 | 9,333 | 613 | 8,720 | 3,107 | (2,494) |
| City Council | 5,106 | 6,384 | (1,278) | 35,741 | 35,113 | 629 | 33,295 | 1,818 |
| Courts | 12,644 | 12,968 | (324) | 91,136 | 67,453 | 23,683 | 85,873 | (18,420) |
| Development Office | 19,303 | 9,541 | 9,762 | 137,654 | 54,105 | 83,549 | 54,313 | (208) |
| Technology | 28,956 | 44,458 | (15,501) | 210,569 | 201,438 | 9,131 | 229,867 | (28,428) |
| Building Department | 40,415 | 52,275 | (11,860) | 334,398 | 312,804 | 21,594 | 259,480 | 53,324 |
| Senior Programs | 9,129 | 8,926 | 204 | 74,674 | 53,070 | 21,605 | 51,737 | 1,333 |
| Boards and Commissions | 2,624 | 2,283 | 341 | 18,367 | 6,847 | 11,520 | 12,986 | (6,140) |
| Total General Government | \$ 265,137 | \$ 338,609 | \$ (73,472) | \$ 2,089,055 | \$ 1,982,980 | \$ 106,075 | \$ 1,516,798 | \$ 466,182 |
| Public Health and Safety | | | | | | | | |
| Police Department | \$ 415,304 | \$ 554,299 | \$ (138,995) | \$ 3,677,966 | \$ 3,578,650 | \$ 99,316 | \$ 3,462,204 | \$ 116,446 |
| Fire Contract | - | - | - | 1,299,887 | 1,237,987 | 61,900 | 1,237,987 | - |
| Emergency Warning | - | - | - | 19,500 | 28,875 | (9,375) | 30,533 | (1,658) |
| Street Lighting | 25,633 | 27,664 | (2,031) | 197,113 | 156,165 | 40,948 | 189,560 | (33,395) |
| Health Department | - | - | - | 64,805 | 62,561 | 2,244 | 60,853 | 1,708 |
| Total Public Health and Safety | \$ 440,937 | \$ 581,963 | \$ (141,026) | \$ 5,259,271 | \$ 5,064,239 | \$ 195,032 | \$ 4,981,138 | \$ 83,101 |
| Public Service | | | | | | | | |
| Service Administration | \$ 15,263 | \$ 18,482 | \$ (3,219) | \$ 124,905 | \$ 93,246 | \$ 31,659 | \$ 66,348 | \$ 26,899 |
| Building and Parks Maintenance | 108,271 | 132,723 | (24,453) | 861,009 | 780,313 | 80,696 | 727,433 | 52,880 |
| Street Fund Transfer | - | - | - | 66,000 | 66,000 | - | 66,000 | - |



| | July | | | Year-to-Date | | | | Year over Year Increase (Decrease) |
|--|--------------|--------------|-------------------|--------------|--------------|-------------------|--------------|--|
| | Budget | Actual | Better (Worse) | Budget | Actual | Better (Worse) | Jun-20 | |
| Total Public Service | \$ 123,533 | \$ 151,205 | \$ (27,672) | \$ 1,051,914 | \$ 939,559 | \$ 112,355 | \$ 859,780 | \$ 79,779 |
| Recreation | | | | | | | | |
| Jeffrey Mansion | \$ 17,031 | \$ 21,066 | \$ (4,035) | \$ 149,417 | \$ 114,221 | \$ 35,196 | \$ 86,467 | \$ 27,754 |
| Jeffrey Park | 24,327 | 44,363 | (20,036) | 185,665 | 196,821 | (11,156) | 161,940 | 34,881 |
| Recreation Transfer | - | - | - | 90,000 | 90,000 | - | 90,000 | - |
| Total Recreation | \$ 41,358 | \$ 65,429 | \$ (24,071) | \$ 425,082 | \$ 401,042 | \$ 24,040 | \$ 338,407 | \$ 62,635 |
| Operating Expenditures Before Debt Service | 870,965 | 1,137,206 | (266,241) | 8,825,321 | 8,387,819 | 437,502 | 7,696,124 | 691,696 |
| Debt Service - Transfer to Bond Retirement Funds | | | - | 314,618 | 314,618 | - | 544,007 | (229,389) |
| Estimated Additional Appropriations | | | | | | | | |
| Estimated Unspent Appropriations | | | | | | | | |
| Total Operating Expenditures | \$ 870,965 | \$ 1,137,206 | \$ (266,241) | \$ 9,139,939 | \$ 8,702,437 | \$ 437,502 | \$ 8,240,131 | \$ 462,307 |
| Revenue Over (Under) Expenditures | \$ 104,987 | \$ 737,245 | \$ 632,258 | \$ 187,552 | \$ 2,365,473 | \$ 2,177,921 | \$ (559,054) | \$ 2,924,527 |
| <u>Other Financing Sources</u> | | | | | | | | |
| Debt Service repayments Repayments | | | | | | | 307,746 | (307,746) |
| BWC Rebate | | | - | 397,071 | 397,071 | - | | 397,071 |
| Total Other Financing Sources | - | - | - | 397,071 | 397,071 | - | 307,746 | 397,071 |
| <u>Other Financing Uses</u> | | | | | | | | |
| Transfer to Budget Stability | \$ | \$ | | \$ | \$ | - | \$ | - |
| Transfer to Capital Improvements Fund | | | - | 150,000 | 150,000 | - | 525,000 | (375,000) |
| Prior year Encumbrances | | 23,059 | (23,059) | 528,586 | 247,083 | 281,503 | 208,227 | 38,856 |
| Employee Payout Fund | | | | 30,000 | 30,000 | - | 100,000 | (70,000) |
| City Hall/Service Garage | | | | | | - | | - |
| Police Pension | | | | | | | | |
| Misc. Adjustment | | | | | | | | |
| Street Reconstruction | | | | | | - | | - |
| Total Other Uses | \$ - | \$ 23,059 | (23,059) | 708,586 | 427,083 | 281,503 | 833,227 | (406,144) |
| Beginning Fund Balance | \$ 3,049,416 | \$ 4,899,641 | 1,850,225 | 3,278,366 | 3,278,366 | - | 3,079,629 | 198,737 |
| Net Increase (Decrease) | 104,987 | 714,186 | | (123,963) | 2,335,461 | | (1,084,535) | 3,419,996 |
| Ending Cash Fund Balance | \$ 3,154,403 | \$ 5,613,827 | 2,459,424 | 3,154,403 | 5,613,827 | 2,459,424 | 1,995,094 | 3,618,733 |

**City of Bexley
Projected Resources and Appropriations
July 31, 2021**

| Fund | December 31, 2020 Cash Balance | December 31, 2020 Encumbrance | December 31, 2020 Unencumbered Balance | Projected 2021 Other Sources | Reduction to Prior Year Encumbrances | Total Available Resources | 2021 Appropriations | Available Resources Year End 2021 | Notes |
|--|--------------------------------------|----------------------------------|--|------------------------------------|--|---------------------------------|------------------------|--|-------|
| GENERAL FUND | 3,278,365 | 528,586 | 2,749,779 | 15,641,044 | 6,267 | 18,397,090 | 16,018,722 | 2,378,368 | |
| Special Revenue Funds | | | | | | | | | |
| STATE HIGHWAY | 97,458 | - | 97,458 | 91,145 | | 188,603 | 67,452 | 121,151 | |
| STREET MAINTENANCE AND REPAIR | 229,874 | 12,340 | 217,534 | 736,004 | | 953,538 | 930,499 | 23,039 | |
| RECREATION | 414,594 | 41,779 | 372,815 | 1,734,375 | | 2,107,190 | 2,013,025 | 94,165 | |
| SWIMMING POOL | 341,189 | 14,265 | 326,924 | 334,367 | | 661,291 | 382,092 | 279,199 | |
| LAW ENFORCE. TRUST FUND | 7,609 | - | 7,609 | 2,300 | | 9,909 | | 9,909 | |
| BEXLEY BEAUTIFICATION FUND | 3,808 | - | 3,808 | | | 3,808 | | 3,808 | |
| FRIENDS OF JEFFREY PARK FUND | 2,712 | 1,200 | 1,512 | 1,000 | | 2,512 | 1,200 | 1,312 | |
| ENFORCEMENT & EDUCATION FUND | 20,164 | - | 20,164 | 600 | | 20,764 | | 20,764 | |
| BEXLEY YOUTH ATHLETIC FUND | 18,212 | - | 18,212 | 2,250 | | 20,462 | 12,000 | 8,462 | |
| TOURISM PROMOTION AND COMMUNITY EVENTS | 3,456 | - | 3,456 | 1,550 | | 5,006 | 5,000 | 6 | |
| EVENTS AND EQUIPMENT FUND | 3,289 | - | 3,289 | | | 3,289 | | 3,289 | |
| MARYANNA HOLBROOK SCHOLARSHIP | 55,542 | - | 55,542 | 2,300 | | 57,842 | | 57,842 | |
| MAYOR'S COURT COMPUTER FUND | 3,687 | 1,000 | 2,687 | 1,500 | | 4,187 | 3,500 | 687 | |
| TAX INCENTIVE FUND | 3,537 | - | 3,537 | | | 3,537 | | 3,537 | |
| BEXLEY LAND BANK FUND | 67,332 | - | 67,332 | | | 67,332 | | 67,332 | |
| MAIN ST PUBLIC IMP. TAX INC. E | 222,288 | 43,672 | 178,616 | 304,000 | | 482,616 | 289,985 | 192,631 | |
| JEFFREY MANSION FUND | - | - | - | 500,000 | | 500,000 | 39,500 | 460,500 | |
| URBAN REDEVELOPMENT TAX INCREMENT EQUIVALENT FUN | (5,721) | - | (5,721) | 108,200 | | 102,479 | 102,479 | (0) | |
| Friends of Jeffrey Mansion Preschool | 2,598 | - | 2,598 | | | 2,598 | 800 | 1,798 | |
| Neighbors Helping Neighbors Fund | 2,597 | - | 2,597 | 300 | | 2,897 | | 2,897 | |
| FARMERS MARKET | 125 | - | 125 | | | 125 | | 125 | |
| BEXLEY CELEBRATIONS AND EVENT FUND | - | - | - | 65,000 | | 65,000 | 65,000 | - | |
| LOCAL CORONAVIRUS RELIEF FUND | 778,261 | 778,261 | - | 2,700,000 | | 2,700,000 | | 2,700,000 | |
| Total Special Revenue Funds | 2,272,611 | 892,517 | 1,380,094 | 6,584,891 | - | 7,964,985 | 3,912,532 | 4,052,453 | |
| Debt Service Funds | | | | | | | | | |
| BOND RETIREMENT | 460,591 | - | 460,591 | 1,841,689 | | 2,302,280 | 1,841,690 | 460,590 | |
| ECONOMIC DEVELOPMENT BOND SERV | 16,897 | - | 16,897 | | | 16,897 | | 16,897 | |
| Total Debt Service Funds | 477,488 | - | 477,488 | 1,841,689 | - | 2,319,177 | 1,841,690 | 477,487 | |
| Capital Projects Funds | | | | | | | | | |
| SPECIAL ASSESSMENTS | 67,701 | - | 67,701 | | | 67,701 | | 67,701 | |
| CAPITAL IMPROVEMENTS | 1,889,758 | 973,685 | 916,072 | 302,021 | | 1,218,093 | 800,650 | 417,443 | |
| ROAD AND ALLEYS | 992,088 | 495,828 | 496,260 | 2,146,400 | | 2,642,660 | 2,072,456 | 570,204 | |
| East Broad Street Improvements | 8,580 | - | 8,580 | | | 8,580 | | 8,580 | |
| ASHBOURNE AND ROOSEVELT PROJECT FUND | 164,884 | 137,679 | 27,205 | 2,008,677 | | 2,035,882 | 2,008,677 | 27,205 | |
| ROOSEVELT AND SOUTH STANWOOD | | | | 1,119,554 | | 1,119,554 | 1,119,554 | - | |
| CASSINGHAM AND VERNON | | | | 4,944,224 | | 4,944,224 | 4,944,224 | - | |
| SOUTH DREXEL AND GRANDON AVENUE | | | | 5,158,807 | | 5,158,807 | 5,158,807 | - | |
| Total Capital Projects Funds | 3,123,011 | 1,607,193 | 1,515,818 | 15,679,683 | - | 17,195,501 | 16,104,368 | 1,091,133 | |
| WATER | 1,702,973 | 186,392 | 1,516,582 | 2,802,180 | | 4,318,761 | 2,849,131 | 1,469,630 | |
| SEWER | 3,865,031 | 607,973 | 3,257,058 | 2,854,639 | | 6,111,697 | 3,314,066 | 2,797,631 | |
| REFUSE | 1,643,639 | 50,542 | 1,593,096 | 1,294,070 | | 2,887,166 | 1,277,247 | 1,609,919 | |
| Total Enterprise Funds | 7,211,643 | 844,907 | 6,366,736 | 6,950,889 | - | 13,317,625 | 7,440,444 | 5,877,181 | |
| Fiduciary Funds | | | | | | | | | |
| POLICE PENSION | 263,771 | - | 263,771 | 740,992 | | 1,004,763 | 740,992 | 263,771 | |
| BLDG. STANDARDS FEE ASSESSMENT | 12,459 | 1,800 | 10,659 | 1,500 | | 12,159 | 1,800 | 10,359 | |
| UNCLAIMED FUNDS | 11,491 | - | 11,491 | | | 11,491 | | 11,491 | |
| SEWER CAPACITY FUND | 14,873 | - | 14,873 | | | 14,873 | | 14,873 | |
| POLICE OFFICER OPTIONAL EQUIPMENT FUND | 14,482 | - | 14,482 | | | 14,482 | | 14,482 | |
| HEALTH INSURANCE FUND | 344,294 | - | 344,294 | 1,750,579 | | 2,094,873 | 1,621,000 | 473,873 | |
| Employee Separation Fund | 58,734 | - | 58,734 | | | 58,734 | 30,000 | 28,734 | |
| Total Fiduciary Funds | 720,104 | 1,800 | 718,304 | 2,493,071 | - | 3,211,376 | 2,393,792 | 817,584 | |

CITY OF BEXLEY
Non- General Funds

From: 1/1/2021 to 7/31/2021

| Fund | Budget | YTD | Remaining |
|---|-------------------|-------------------|-------------------|
| 02 - STATE HIGHWAY Total | 67,452 | 56,095 | 11,357 |
| 03 - STREET MAINTENANCE AND REPAIR Total | 942,839 | 552,008 | 390,832 |
| 05 - RECREATION Total | 2,054,804 | 1,015,283 | 1,039,521 |
| 06 - BOND RETIREMENT Total | 1,841,690 | 289,116 | 1,552,574 |
| 08 - SPECIAL ASSESSMENTS Total | - | - | - |
| 09 - WATER Total | 3,035,523 | 1,599,364 | 1,436,159 |
| 10 - SEWER Total | 3,922,324 | 1,305,222 | 2,617,101 |
| 11 - REFUSE Total | 1,327,790 | 836,103 | 491,687 |
| 12 - POLICE PENSION Total | 740,992 | 411,357 | 329,635 |
| 13 - CAPITAL IMPROVEMENTS Total | 1,773,135 | 970,950 | 802,186 |
| 14 - SWIMMING POOL Total | 396,357 | 219,753 | 176,603 |
| 23 - FRIENDS OF JEFFREY PARK FUND Total | 2,400 | 1,093 | 1,307 |
| 25 - BLDG. STANDARDS FEE ASSESSMENT Total | 3,600 | - | 3,600 |
| 27 - TOURISM PROMOTION AND COMMUNITY EVENTS Total | 5,000 | - | 5,000 |
| 31 - MAYOR'S COURT COMPUTER FUND Total | 4,500 | - | 4,500 |
| 34 - STREETS AND ALLEYS Total | 2,665,631 | 1,703,067 | 962,564 |
| 35 - TAX INCENTIVE FUND Total | - | - | - |
| 36 - MAIN ST PUBLIC IMP. TAX INC. E Total | 333,657 | 187,894 | 145,763 |
| 51 - ECONOMIC DEVELOPMENT BOND SERV Total | 88,700 | 49,056 | 39,644 |
| 52 - URBAN REDEVELOPMENT TAX INCREMENT EQUIVALENT FUND Tc | 191,179 | 44,968 | 146,211 |
| 53 - NORTHEAST QUADRANT PROJECT FUND Total | - | - | - |
| 54 - Broad and Main Street Projects Total | - | - | - |
| 55 - SOUTH DREXEL AND GRANDON AVE. FUND Total | 5,158,807 | 8,076 | 5,150,731 |
| 56 - Friends of Jeffrey Mansion Preschool Total | 800 | 456 | 344 |
| 60 - POLICE OFFICER OPTIONAL EQUIPMENT FUND Total | 4,000 | - | 4,000 |
| 62 - HEALTH INSURANCE FUND Total | 1,621,000 | 703,292 | 917,708 |
| 63 - Employee Separation Fund Total | 30,000 | 15,909 | 14,091 |
| 64 - ASHBOURNE AND ROOSEVELT PROJECT FUND Total | 2,146,356 | 152,950 | 1,993,406 |
| 67 - ROOSEVELT AVENUE SOUTH STANWOOD Total | 1,119,554 | 248,230 | 871,324 |
| 68 - JEFFREY MANSION FUND Total | 79,000 | 36,373 | 42,627 |
| 69 - CASSINGHAM AND VERNON Total | 4,944,224 | 1,457,399 | 3,486,825 |
| 70 - BEXLEY LAND BANK FUND Total | - | - | - |
| 71 - LOCAL CORONAVIRUS RELIEF FUND Total | 778,261 | 565,101 | 213,160 |
| 72 - SOUTH DREXEL AND GRANDON AVE. IMPROVEMENTS Total | 5,158,807 | 30,864 | 5,127,943 |
| Grand Total | 40,438,382 | 12,459,980 | 27,978,402 |



Statement of Cash Position
City of Bexley
Statement of Cash Position
From: 1/1/2021 to 6/30/2021

| Fund | Description | Beginning Balance | Net Revenue YTD | Net Expense YTD | Unexpended Balance |
|---------------------|---|----------------------|----------------------|----------------------|----------------------|
| 1 | GENERAL FUND | \$ 3,278,365 | \$ 11,464,981 | \$ 9,129,520 | \$ 5,613,826 |
| 2 | STATE HIGHWAY | 97,458 | 27,942 | 56,095 | 69,306 |
| 3 | STREET MAINTENANCE AND REPAIR | 229,874 | 504,507 | 552,008 | 182,374 |
| 5 | RECREATION | 414,594 | 998,914 | 1,015,283 | 398,224 |
| 6 | BOND RETIREMENT | 460,591 | 1,527,173 | 289,116 | 1,698,648 |
| 8 | SPECIAL ASSESSMENTS | 67,701 | 26,792 | - | 94,494 |
| 9 | WATER | 1,702,973 | 1,778,285 | 1,599,364 | 1,881,895 |
| 10 | SEWER | 3,865,031 | 1,844,640 | 1,305,222 | 4,404,449 |
| 11 | REFUSE | 1,643,639 | 922,930 | 836,103 | 1,730,466 |
| 12 | POLICE PENSION | 263,771 | 527,740 | 411,357 | 380,153 |
| 13 | CAPITAL IMPROVEMENTS | 1,889,758 | 150,000 | 970,950 | 1,068,808 |
| 14 | SWIMMING POOL | 341,189 | 228,917 | 219,753 | 350,353 |
| 18 | LAW ENFORCE. TRUST FUND | 7,609 | 1,342 | - | 8,951 |
| 20 | BEXLEY BEAUTIFICATION FUND | 3,808 | - | - | 3,808 |
| 23 | FRIENDS OF JEFFREY PARK FUND | 2,712 | 1,500 | 1,093 | 3,119 |
| 24 | ENFORCEMENT & EDUCATION FUND | 20,164 | 500 | - | 20,664 |
| 25 | BLDG. STANDARDS FEE ASSESSMENT | 12,459 | 755 | - | 13,214 |
| 26 | BEXLEY YOUTH ATHLETIC FUND | 18,212 | 2,225 | - | 20,437 |
| 27 | TOURISM PROMOTION AND COMMUNITY EVENTS | 3,456 | 1,146 | - | 4,602 |
| 28 | EVENTS AND EQUIPMENT FUND | 3,289 | - | - | 3,289 |
| 29 | MARYANNA HOLBROOK SCHOLARSHIP | 55,542 | 345 | - | 55,887 |
| 30 | BUDGET STABILITY FUND | 1,625,000 | - | - | 1,625,000 |
| 31 | MAYOR'S COURT COMPUTER FUND | 3,687 | 585 | - | 4,272 |
| 32 | UNCLAIMED FUNDS | 11,491 | - | - | 11,491 |
| 33 | WINTER MEDLEY FUND | - | - | - | - |
| 34 | STREETS AND ALLEYS | 992,088 | 1,163,875 | 1,703,067 | 452,895 |
| 35 | TAX INCENTIVE FUND | 3,537 | - | - | 3,537 |
| 36 | MAIN ST PUBLIC IMP. TAX INC. E | 222,288 | 197,413 | 187,894 | 231,806 |
| 39 | SEWER CAPACITY FUND | 14,873 | - | - | 14,873 |
| 51 | ECONOMIC DEVELOPMENT BOND SERV | 16,897 | 44,350 | 49,056 | 12,191 |
| 52 | URBAN REDEVELOPMENT TAX INCREMENT EQUIVALENT FUND | (5,721) | 54,765 | 44,968 | 4,076 |
| 55 | SOUTH DREXEL AND GRANDON AVE. FUND | 8,580 | 263,385 | 8,076 | 263,889 |
| 56 | Friends of Jeffrey Mansion Preschool | 2,598 | 6,900 | 456 | 9,041 |
| 57 | Neighbors Helping Neighbors Fund | 2,597 | 386 | - | 2,984 |
| 58 | FARMERS MARKET | 125 | - | - | 125 |
| 59 | BEXLEY CELEBRATIONS ASSOCIATION AND EVENTS FUND | - | - | - | - |
| 60 | POLICE OFFICER OPTIONAL EQUIPMENT FUND | 14,482 | - | - | 14,482 |
| 61 | MAIN EVENT FUND | - | - | - | - |
| 62 | HEALTH INSURANCE FUND | 344,294 | 1,150,597 | 703,292 | 791,599 |
| 63 | Employee Separation Fund | 58,734 | 30,000 | 15,909 | 72,825 |
| 64 | ASHBOURNE AND ROOSEVELT PROJECT FUND | 164,884 | 152,950 | 152,950 | 164,884 |
| 65 | 2106 EAST MAIN ST ENVIRONMENTAL CLEANUP FUND | - | - | - | - |
| 66 | CASSADY AVE CLEANUP | - | - | - | - |
| 67 | ROOSEVELT AVENUE SOUTH STANWOOD | - | 248,230 | 248,230 | - |
| 68 | JEFFREY MANSION FUND | - | - | 36,373 | (36,373) |
| 69 | CASSINGHAM AND VERNON | - | 1,457,399 | 1,457,399 | - |
| 70 | BEXLEY LAND BANK FUND | 67,332 | (26,792) | - | 40,540 |
| 71 | LOCAL CORONAVIRUS RELIEF FUND | 778,261 | - | 565,101 | 213,160 |
| 72 | SOUTH DREXEL AND GRANDON AVE. IMPROVEMENTS | - | 294,249 | 30,864 | 263,385 |
| Grand Total: | | \$ 18,708,223 | \$ 25,048,926 | \$ 21,589,500 | \$ 22,167,649 |



**RECONCILIATION OF CASH POSITION
CHECKING AND INVESTMENT ACCOUNT STATEMENTS**

| Bank Reconciliation as of > | 30-Apr-21 | 31-May-21 | 30-Jun-21 | 31-Jul-21 |
|---|----------------------|----------------------|----------------------|----------------------|
| PNC Checking Account per Bank | \$ 3,919,900 | \$ 2,551,038 | \$ 2,887,046 | \$ 4,611,972 |
| Less Outstanding Checks | \$ (205,410) | \$ (190,099) | \$ (62,890) | \$ (667,565) |
| Returned Items | | | | |
| Unposted-Posted Revenue | | | (24,311) | |
| Other Adjustments (net) | 6,620 | 6,611 | (1,198) | (1,510) |
| PNC Account per Books | \$ 3,721,110 | \$ 2,367,550 | \$ 2,798,648 | \$ 3,942,897 |
| Other Accounts: | | | | |
| STAR | \$ 500,000 | \$ 1,500,000 | \$ 2,500,000 | \$ 2,500,000 |
| First Financial | 223,843 | 223,866 | 223,885 | 223,903 |
| Ohio State Bank | 224,565 | 224,652 | 224,734 | 224,805 |
| US Bank Trust | 15,227,782 | 15,233,746 | 15,268,378 | 15,276,043 |
| Payroll | | | 13,218 | |
| Investment Accounts sub-total | \$ 16,176,190 | \$ 17,182,264 | \$ 18,230,215 | \$ 18,224,751 |
| First Financial Interest | | | | |
| Net US Bank Trust Interest | | | | |
| Net realized Loss | | | | |
| Ohio State Bank Interest | | | | |
| Trust Fees | | | | |
| Other Adjustments - Accrued Interest paid | | | | |
| Investment Accounts per Books | \$ 16,176,190 | \$ 17,182,264 | \$ 18,230,215 | \$ 18,224,751 |
| Total Cash Fund Balances per Books | \$ 19,897,300 | \$ 19,549,814 | \$ 21,028,863 | \$ 22,167,648 |



August 24, 2021 **MAYOR'S UPDATE**

Coming up in Bexley:

- Thursdays, 4:00-7:00 pm:** Farmers' Market
- August 24, 5:00 pm:** OPWC Round 36 Funding Application E Public Hearing
- August 24:** City Council Meeting
- August 26, 6:00 pm:** BZAP Meeting
- August 29:** Jazz in the Park with ES Collective
- September 1, 5:30 pm:** Rec Board Meeting
- September 1:** Ask-an-Expert COVID panel
- September 5:** Labor Day Block Party / Brewfest / Main Event
- September 6:** Labor Day - trash service delayed to Tuesday, September 7
- September 9:** ARB Meeting
- September 14:** City Council Meeting
- October 28:** Trick-or-Treat
- November 28:** Community Menorah Lighting
- December 5:** Community tree lighting

Some of What I've Been Up To:

- Weekly departmental meetings
- Routine staff and cabinet touch-base meetings
- Main Event committee meetings
- Joint Livingston Avenue Plan working group and steering committee meetings
- Met with Columbus re: Cassady project
- Met with engineers re: Drexel Avenue traffic calming options
- Held Youth Interaction Policy Working Group Meeting #4
- Labor Day Block Party planning meetings
- COVID-19 Task Force Meeting
- CARES Act appropriation committee meeting
- Attended Power a Clean Future Ohio equity training and greenhouse gas inventory meetings
- Staffed Main Event at Schneider Park
- Attended BMPA picnic at Jeffrey Park
- Attended CIC Meeting
- Met with restaurant user interested in Bexley location
- Met with Capital re: rollout of new mascot and use of Main Street banners
- Resident meetings re: various service issues

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



Drexel Avenue Engineering Update

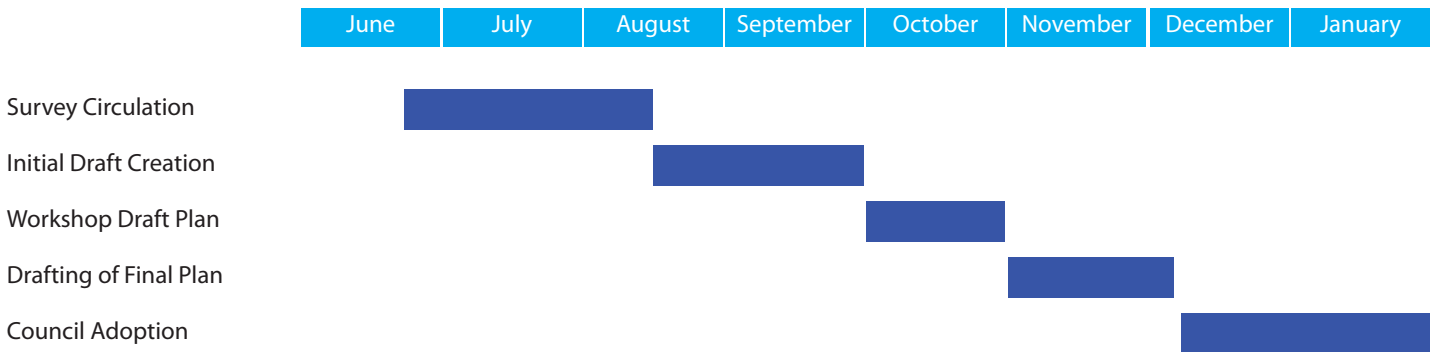
An internal working group has been studying a variety of traffic calming options as a part of the 2022/2023 Drexel improvements. In the coming months, we will hold another public workshop with residents on the street to discuss proposed options.

Dog Park Update

Two key developments for progress on the dog park have occurred. Columbus' contractor for their multi-year sanitary sewer project cleared this area in the past month or two, allowing us to make progress on the access improvements to the proposed park. We also believe that we have satisfied legal counsel on re: the proposed easement and are waiting on assignment of that easement.

Strategic Plan Update Timeline

With initial public feedback in hand, work has begun on the update to the City's Strategic Plan. After creation of a draft plan, the workshop phase will include online feedback as well as small group and City Council feedback opportunities.



Livingston Avenue Plan Update

The second public workshop is being planned for October, while planners take time to integrate feedback from the steering committee. At October's public workshop, participants will get a chance to review and provide feedback on some initial recommendations of the plan.

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 was used:
We ask all guests to wear a face covering unless seated with members of your household and able to socially distance from others.

At next week's COVID-19 Task Force meeting, we will be discussing continuing trends, the latest epidemiological information, data associated with our community, and guidance for community events in September.

Labor Day Block Party Details

Letters sent to residents last week in streets directly impacted by closures and detours, as well as businesses on Main Street. Full information at www.bexley.org/laborday

Event Overview and Schedule

The Labor Day Block Party and Bexley Brewfest will take place between 3:30 - 7:30 pm, ending the evening with a screening of the movie *Cars 3* (Rated G) at 8:00 pm. All activities listed on this page are taking place along E. Main Street between College and Pleasant Ridge Avenues and on Capital University's Main Street lawn. A map of this event is included at the bottom of this page.



Block Party Activities

Available Between 3:30 - 7:30 pm Along E. Main Street

- Touch-a-Truck
- Car Show
- Yard Games
(Cornhole, Dodgeball, etc.)
- Inflatables Activities
- The Annual 'Egg Drop'
- RC Car Races

Live Music Schedule

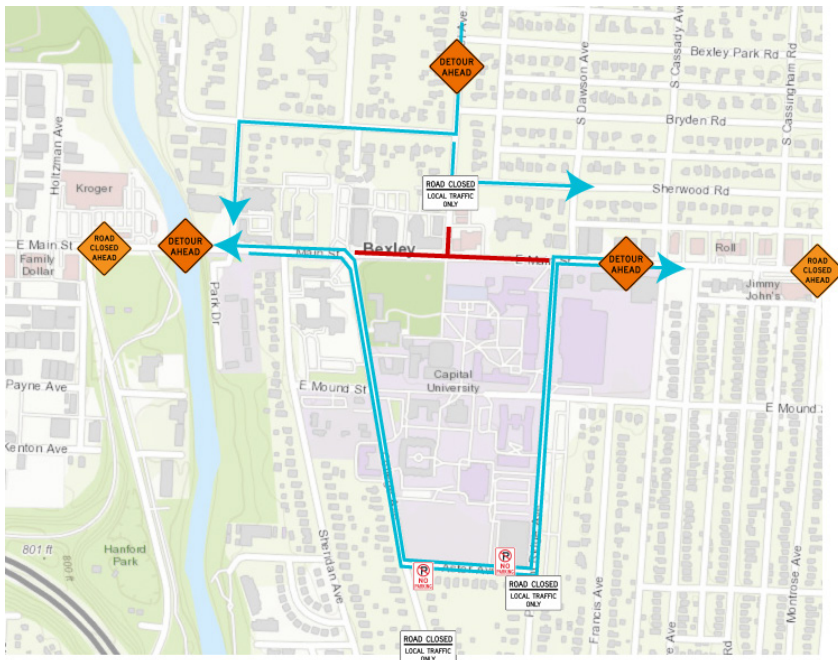
Meadow Music will perform from the stage on Capital's Main Street Lawn; Joe Hertler and Motherfolk will perform from the stage on Drexel Avenue.

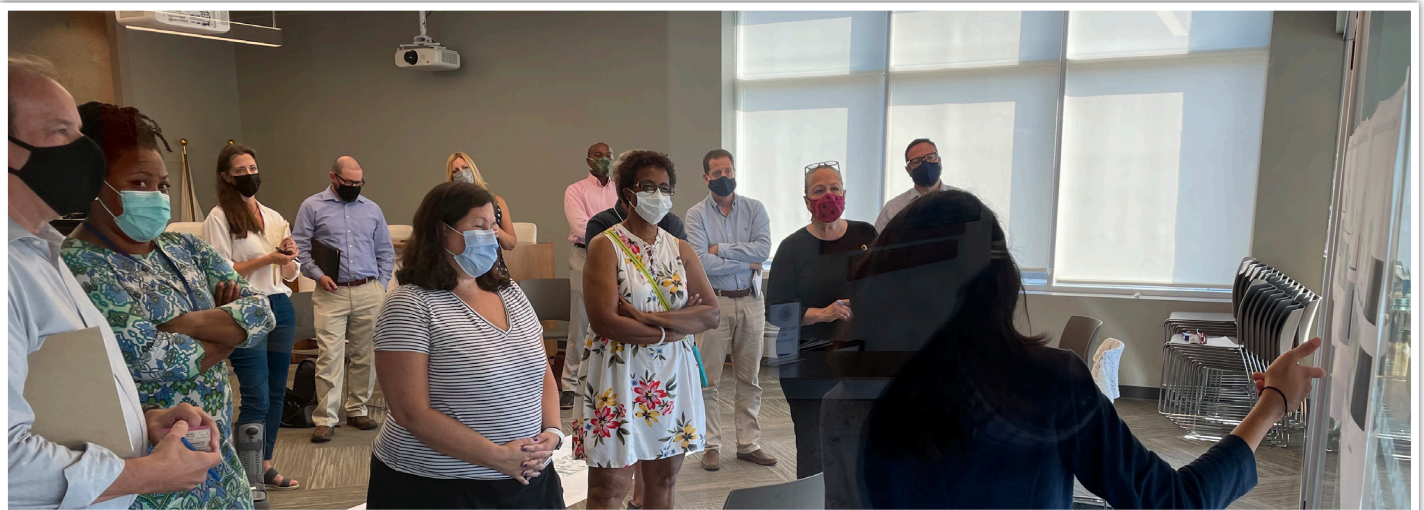
- 3:30 - 4:30 pm:** Bexley Meadow Music Band
- 4:30 - 5:45 pm:** Joe Hertler & The Rainbow Seekers
- 6:00 - 7:30 pm:** Motherfolk

The Main Event

The movie screen is located on Capital's Main Street lawn. Bring a chair!

- Popcorn and concessions will be available for purchase at the Drexel Theatre!
- 8:00 pm:** Pre-Movie Announcements
- 8:05 - 10:00 pm:** *Cars 3*





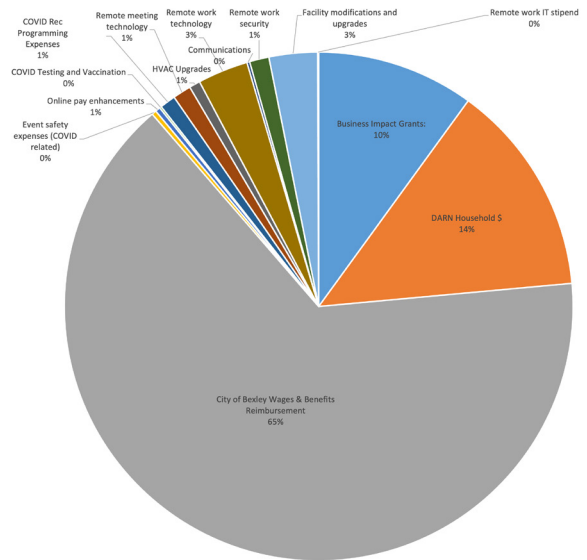


CARES Act Update

CARES Act Receipts: \$1,563,847

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

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



ARP Update:

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

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

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

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

Accounting for the American Rescue Plan Act of 2021 (ARP)

Auditor of State Bulletin 2021-004

Notable New Programs

Requiring separate funds



State and Local Fiscal Recovery Funds



Coronavirus Capital Projects Funds



Local & Tribal Assistance Consistency Fund



These funds should be maintained separate from the Coronavirus Relief Fund (CRF) special revenue fund(s).

UAN Users

Refer to UAN guidance regarding reductions of expenditures, available at

[https://uanlink.ohioauditor.gov/communications/pdf/UAN User Note September 9, 2020.pdf](https://uanlink.ohioauditor.gov/communications/pdf/UAN%20User%20Note%20September%209,%202020.pdf)



Local Fiscal Recovery Funds Accounting Considerations*

Local Fiscal Recovery (LFR) awards should be recorded in a **Local Fiscal Recovery Fund** (special revenue fund).

Bills should be paid directly from the LFR Fund whenever possible.

Reallocate revenues to funds that have a performance focus (e.g. enterprise funds) and reduce revenues in the LFR fund, maintaining appropriate documentation. Documentation should include an itemized "bill" of eligible costs incurred by the other fund(s) to support the reallocation of the LFR Fund monies.

"Lost revenue" under the LFR fund criteria should be recorded via a reduction of revenue in the LFR Fund and recording the "lost revenue" grant in the receiving fund(s) as required by the ARP.



Certain employee payroll-related items **cannot** be paid using LFR Dollars, including employer and employee **pension contributions** (pending further Treasury guidance).

An **upfront billing process** can be used to reduce cashflow constraints with detailed billing records and a periodic "true-up" of the upfront payments.

LFR Funds are "deemed appropriated" but still require **amendments to the Official Certificate of Estimated Resources** with the County Budget Commission.

visit ohioauditor.gov/publications/bulletins/2021/ for additional details

*Additional guidance is anticipated from the US Department of Treasury which may impact this information.

USES OF LOCAL FISCAL RECOVERY FUNDS



Public Health Emergency Response

or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality



Premium Pay

to eligible workers of the government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work (capped at \$25,000 per worker)



Provide government services

to the extent of the reduction in revenue of such government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the government prior to the emergency



Infrastructure Investments

including water, sewer, and broadband infrastructure



Restrictions on eligible uses

Funds cannot be used for extraordinary payments into any pension fund.
Funds cannot be spent after the end of calendar year 2024

Additional guidance provided by the U.S. Department of Treasury may impact this information.

Learn more at the [Treasury Coronavirus State and Local Fiscal Recovery Funds website](#).

OHIO AUDITOR OF STATE KEITH FABER



To All Local Government, Public Offices, and IPAS: **American Rescue Plan (ARP) Act** Frequently Asked Questions¹

Note: For FAQs related to the CARES Act (including the Coronavirus Relief Fund) and other non-ARP questions, refer to the [FAQs here](#).

New or updated entries will be noted by the date in parentheses,
for example: *(updated July 12, 2021)*

This FAQ document is intended to help local governmental entities with important local-level decisions they may encounter during the implementation of the American Rescue Plan. The Auditor of State's office (AOS) is continuing to view various forums such as those posted by the Ohio Association of School Business Officials (OASBO), Ohio Township Association (OTA), Ohio Attorney General's Office (OAG), etc. as well as keeping communication lines open in the AOS office to help provide guidance on the ARP Act and its related programs. **The FAQ will be updated regularly throughout the period covered by the Act.**

QUESTION TOPICS:

[Coronavirus State and Local Fiscal Recovery Funds](#)

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Coronavirus State and Local Fiscal Recovery Funds

Allocations & Financial Reporting Considerations

1. **Which Ohio Governments are eligible to receive Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)? (July 12, 2021)**

Eligible recipients who received money directly from the U.S. Department of Treasury include the State of Ohio, all 88 counties, and metropolitan cities with a population that exceeds 50,000. Currently, direct allocations also include 3 townships in southwest Ohio meeting the population requirement. Allocations for direct recipients can

¹ Updated August 16, 2021

be found on Treasury’s CSLFRF website at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds> .

Smaller local governments, referred to as “Non-Entitlement Units” or NEUs, are also eligible to receive CSLFRF funds which will be passed through the State of Ohio. Information available from the U.S. Department of Treasury related to the NEUs is currently limited but additional allocation and guidance information is anticipated soon and can be found at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-fund/non-entitlement-units> .

2. How do I apply for CSLFRF monies? (July 12, 2021)

Governments receiving funding directly from Treasury (counties and metropolitan cities with populations greater than 50,000) can request funds via the CSLFRF Treasury Submission Portal at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-fund/request-funding> with the following submission requirements:

1. Jurisdiction name, taxpayer ID number, DUNS Number, and address
2. Authorized representative name, title, and email
3. Contact person name, title, phone, and email
4. Funds transfer information, including recipient’s financial institution, address, phone, and routing number and account number
5. Completed certification document (to be signed by the authorized representative)

Jurisdictions must submit a request to receive funding even if they have previously applied for other programs through the Treasury Submission Portal. Eligible jurisdictions will receive further communications regarding the status of their submission via the email address provided in the Treasury Submission Portal.

Recipients should be aware that Treasury has partnered with ID.me, which “provides secure identity proofing, authentication, and group affiliation verification for government and businesses across sectors,” per the ID.me [website](#). As part of the submission, an authorized representative will need to create an ID.me account and provide personal identifying information. A smart phone with camera is needed to complete the setup of the account. Below is a list of the verifications and examples of required documentation.

Items you will need for ID.me account establishment:

- Smart Phone with Camera
- Laptop or Computer (optional)
- Email Address
- Social Security Number
- Photo ID (Driver’s License, Passport, Passport Card or State ID)
- Secondary Identification Documents – 2 needed (Utility Bill, W2 form, Birth Certificate)

NEU’s will receive funding through the State of Ohio Office of Budget and Management (OBM), which has already requested funds on behalf of NEUs as part of the State’s request process. **NEUs DO NOT need to apply directly with Treasury** as noted above for direct recipients. OBM will determine the request process for Ohio NEUs and communicate the process once available.

3. Funding for NEUs is limited to 75 percent of the NEU’s most recent annual total operating budget, including its general fund and other funds, as of January 27, 2020. What if my approved budget as of that date was only a temporary budget? (July 12, 2021)

The Ohio Office of Budget and Management (OBM) is the oversight agency for distribution of CSLFRF amounts to NEUs and will be monitoring the 75% cap on funds. While more specific guidance regarding this requirement may be forthcoming from OBM, the U.S. Department of Treasury’s [Interim Final Rule](#) for CSLFRF notes that, “States and territories must permit NEUs without formal budgets as of January 27, 2020 to self-certify their most recent annual expenditures as of January 27, 2020 for the purpose of calculating the cap.”

4. As a direct recipient, in order to apply for CSLFRF, can I designate more than one person to access the Treasury Submission portal? Who should that/those person(s) be? (July 12, 2021)

Only one person needs to apply in the Treasury portal and go through the ID.me process (see below). The Ohio Office of Budget and Management (OBM) recommends the person that will be doing the reporting for the funds be the one that gains access to apply. Two different contacts are needed for the grant, 1) the Authorized Representative that can commit the entity to the funds and 2) the Contact who will be assisting with reporting and managing the funds (who will apply for them as noted above). The Authorized Representative can “docu-sign” the CSLFRF agreement without having to have access to the portal.

5. Is an ID.me account required for my entity to obtain CSLFRF funding? What can I do if I am uncomfortable providing the significant amounts of personal information required? (July 12, 2021)

To the best of our knowledge, ALL DIRECT recipients (counties, metropolitan cities, and 3 townships) are required to have an authorized representative complete the ID.me process to receive funds under this program. While the ID.me program is intended to keep information completely secure, local officials have understandably expressed concerns over having to submit significant personal identifying information to apply for public grant funds. Therefore, the Auditor of State will not take exception to entities who purchase fraud protection for the length of the program for individuals submitting their personal information for application of these funds, assuming the level of coverage is reasonable. At this time, we believe the payment for this coverage must be paid for using local unrestricted funds but we are currently discussing with federal counterparts if this expenditure meets the criteria for an allowable cost under the American Rescue Program Funds. Further information will be forthcoming as a resolution to this issue is determined. Additional information is available via the AOS Advisory Memo [American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund ID.me Submission Requirements and Fraud Protection Insurance](#).

6. The AOS has noted it will not take exception to entities who purchase fraud protection for the length of the program for individuals submitting their personal information for application of the CSLFRF funds assuming the level of coverage is reasonable. What is considered “reasonable” for these purposes? (July 12, 2021)

Reasonable is not defined in the Advisory because it can vary by entity, but the amount of funding would not be a determining factor. Since the risk to the person submitting their information to the U.S. Treasury drives the allowance for the policy, what is reasonable would be decided by management and those charged with governance. While purchasing coverage at exorbitant amounts is a concern, one possible way to gauge what is reasonable is to consider what a private individual would purchase for themselves, if required to obtain their own policy, then consider if it needs adjusted for specific factors for that individual. The County should perform an analysis and maintain documentation of why they obtained the dollar amount coverage they purchased and how they determined the amount was reasonable.

7. What legislation is required to be passed by jurisdictions to receive CSLFRF monies? (July 12, 2021)

Unlike Coronavirus Relief Funds (CRF), the General Assembly has not passed legislation requiring specific resolutions or ordinances at the local level in order to receive CSLFRF amounts. However, accounting for the monies requires separate accountability and a special revenue fund for CSLFRF (see #9 below and [Bulletin 2021-004](#) for additional information on accounting requirements). Ohio Rev. Code § 5705.09 requires subdivisions to establish separate funds for each class of revenue derived from a source other than the general property tax, which the law (i.e., terms and conditions of a federal program) requires to be used for a particular purpose. While Local governments do not need to seek AOS approval for establishing new funds for COVID-19 federal programs, legislation to create the fund should be approved by the entity's governing board. Additionally, the governing board of direct recipients and NEU's should pass a resolution to apply for and accept ARP funds.

NEUs will also need to follow the requirements and guidance from the State on how to request funding through the program. As noted above, OBM will determine the request process for Ohio NEUs and communicate the process once available.

8. Are Townships in the State of Ohio eligible for CSLFRF awards? (July 12, 2021, Updated August 16, 2021) States

are responsible for identifying eligible NEUs under the Treasury's [Guidance on Distribution of Funds to Non-Entitlement Units of Local Government](#). Treasury has identified most of Ohio's Townships as "minor civil divisions" (MCDs). Ohio townships provide a variety of essential governmental services to the millions of Ohioans that live within their boundaries. Ohio Townships have a Fiscal Officer and governing body of trustees, and in some cases a Township Administrator to help plan, coordinate, and implement township goals, all of which illustrates their organizational capacity to accept and manage federal funds. They have effectively spent federal aid provided to them from the state's Coronavirus Relief Funds (CRF) on a broad range of eligible needs and projects that have helped them further support their community. Although Townships in Ohio vary in size and composition, they commonly provide residents with services such as road maintenance, cemetery management, police and fire protection, emergency medical services, solid waste disposal, parks and recreation, and zoning. Despite their variances in budget and size, each Township in Ohio still shares the need to provide COVID-19 mitigation efforts in public owned facilities, support public health and safety, continue vital general government services that risk being cut from losses in public sector revenue, and address negative economic impacts to those small businesses and households within their jurisdiction.

The Ohio General Assembly included townships in the appropriation for NEUs in Section 220.11 of Amended Substitute House Bill 168 of the 134th General Assembly, enacted on June 29, 2021. Due to these facts and circumstances, The State of Ohio has determined that Ohio townships are eligible for nonentitlement unit distributions under ARPA.

For more information, see U.S. Treasury's NEU website for additional information at: [Coronavirus State and Local Fiscal Recovery Funds for Non-entitlement Units of Local Government | U.S. Department of the Treasury](#).

In addition, ARP requires states to make certain information available to NEUs. See OBM's NEU website at: <https://grants.ohio.gov/FundingOpportunityDetails.aspx?detailId=22>

9. Is a separate fund required for CSLFRF monies received? Can I use my previously established CRF fund? (July 12, 2021)

Yes, Ohio Rev. Code § 5705.09 requires subdivisions to establish separate funds for each class of revenue derived from a source other than the general property tax, which the law (i.e., terms and conditions of a federal program) requires to be used for a particular purpose. You should not use the existing Coronavirus Relief Fund (CRF) to account for the new American Rescue Plan (ARP) federal programs since they have very different compliance requirements, etc. Even if your CRF money has already been spent and the fund has no balance, the CRF program itself is still active through December 31, 2021 and will be subject to audit and potential oversight even after that date, therefore the CRF fund should not be used to account for any ARP activity. See [Bulletin 2021-004](#) for additional information on accounting requirements.

The Auditor of State will soon be announcing fund numbers to be utilized by local governments on the Uniform Accounting Network (UAN) for CSLFRF awards. UAN users should refer to the Auditor of State's COVID-19 Resources page for this guidance, as it becomes available. The Auditor of State will also notify UAN users of the fund numbers via email.

10. How should governments account for transactions charged to the new CSLFRF fund? (July 12, 2021)

The AOS issued [Bulletin 2021-004](#) with information on accounting requirements related to the funding received under ARP. Due to the increasing complexities of accounting for the COVID-19 funding, including reimbursement accounting, the Bulletin discusses, in detail, the following guidelines for accounting for the broad activities of the CSLFRF monies:

- a. Place the Local Fiscal Recovery Fund award (i.e., receipts) into a special revenue fund called the "Local Fiscal Recovery Fund."
- b. Pay costs directly from the special Local Fiscal Recovery Fund as often as practicable. In addition, expenditures related to the replacement of lost revenue can also be recorded as direct charges to the special Local Fiscal Recovery Fund.
- c. Proprietary fund accounting highlights the extent to which charges for services cover the cost of providing goods and services; therefore, all costs should be reflected within the respective proprietary funds. Option b above does not align with the focus of proprietary accounting, meaning recording proprietary fund expenditures in the Local Fiscal Recovery Fund is not practicable. In keeping with proprietary fund accounting, local governments should continue to charge those costs to the appropriate proprietary funds. The local government can use a billing/revenue reallocation process to redistribute the Local Fiscal Recovery revenue. This reallocation process is further explained in [Bulletin 2021-004](#).
- d. An appropriation for the newly created special Local Fiscal Recovery Fund is effectively created by operation of Ohio Rev. Code §5705.42 as Federal and State grants or loans are "deemed appropriated" for such purpose by the taxing authority as provided by law under this section. In addition, those moneys are also treated as if they are in the process of collection by the fiscal officer of the subdivision. This means that under Ohio Rev. Code §5705.42, the moneys are treated by the fiscal officer as if they have been appropriated for a specific purpose, without requiring the taxing authority to adopt an amended appropriation measure. However, other budgetary considerations require additional filings with the County Auditor/Fiscal Officer. Please refer to [Bulletin 2021-004](#).

11. **How should governments track and use interest earned on SLFRF monies? (August 16, 2021)**

Treasury clarified in FAQ 10.3 ([Frequently Asked Questions](#)) that SLFRF payments made by Treasury to states are **not** subject to the requirements of the Cash Management Improvement Act and 31 CFR part 205 requiring entities to remit interest to Treasury. States may retain interest on payments made by Treasury to the State for distribution to NEUs that is earned before funds are distributed to NEUs. Such interest is **not** subject to program restrictions and may be used, among other things, to defray the administrative expenses of the program.

Further, SLFRF payments to local governments are **not** subject to the requirements of 2 CFR 200.305(b)(8)-(9) to maintain balances in an interest-bearing account and remit payments to Treasury. Treasury also clarified that interest earned on SLFRF payments is **not** subject to program restrictions therefore interest is not required to be credited to the SLFRF fund.

Note that this is unique to the SLFRF and entities should be aware that other programs under the American Rescue Plan Act may have different requirements for interest earned.

For UAN entities, the Coronavirus Relief Fund (CRF) range was expanded to include American Rescue Plan (ARP) funds, including SLFRF. CRF required interest to be credited to the fund therefore UAN was set up to require interest to be posted to this fund range. UAN is creating a patch for funds already established in the CRF/ARP range which will allow UAN users to change the interest allocation to *exclude* allocating to ARP funds. For new funds established after this patch, UAN users will be able to select if interest is posted to the ARP fund or not.

Allowable Uses

1. **Are the allowable uses of the CSLFRF the same as the Coronavirus Relief Fund (CRF)? (July 12, 2021)**

In short, no. While the CRF awards expenditures were limited to those meeting three “prongs” of allowability focused on response, CSLFRF allowable costs fall into four broad categories focused on response and recovery:

- a. To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- b. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- c. For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- d. To make necessary investments in water, sewer, or broadband infrastructure.

The U.S. Department of Treasury has issued several documents to assist jurisdictions in administering CSLFRF awards, including the [Interim Final Rule](#), [Frequently Asked Questions \(FAQs\)](#), [Fact Sheet](#), and a [Quick Reference Guide](#).

2. Do projects or expenditures require prior approval by Treasury? (July 12, 2021)

No. The U.S. Department of Treasury clarified in [FAQ #4.5](#) that recipients are not required to submit planned expenditures for prior approval by Treasury. Recipients are subject to the requirements and guidelines for eligible uses contained in the Interim Final Rule. AOS is encouraging recipients to carefully read and consider the Treasury Guidance available at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds> prior to making expenditures. Additionally, the AOS recommends that each government entity accepting ARP funds clearly document their rationale for each expenditure of ARP funds, ideally through legislation passed by the entity's legislative body explaining how the expenditure meets the legal requirements of ARP. To aid in our future audit work, we also ask that each expenditure be carefully tracked and documented.

3. What is the reduction in revenue calculation? (July 12, 2021)

The Interim Final Rule describes the calculation process as a four-step process:

Step 1: Identify revenues collected in the most recent full fiscal year prior to the public health emergency (i.e., last full fiscal year before January 27, 2020), called the base year revenue.

Step 2: Estimate counterfactual revenue, which is equal to base year revenue $^{*}[(1 + \text{growth adjustment})^{(n/12)}]$, where n is the number of months elapsed since the end of the base year to the calculation date, and growth adjustment is the greater of 4.1 percent and the recipient's average annual revenue growth in the three full fiscal years prior to the COVID-19 public health emergency.

Step 3: Identify actual revenue, which equals revenues collected over the past twelve months as of the calculation date.

Step 4: The extent of the reduction in revenue is equal to counterfactual revenue less actual revenue. If actual revenue exceeds counterfactual revenue, the extent of the reduction in revenue is set to zero for that calculation date.

AOS has put together a Revenue Loss worksheet to assist in the calculation of revenue reduction based on the above process which is available [here](#).

4. For the purposes of calculating revenue loss, should a temporary sales tax in place during the base year but subsequently phased out be considered a part of sales tax revenue? (August 16, 2021)

Yes. The Appendix to Treasury's [FAQs](#) includes taxes under "Tax Revenue." Further, the [Interim Final Rule](#) states, "Although revenue may decline for reasons unrelated to the COVID-19 public health emergency, to minimize the administrative burden on recipients and taking into consideration the devastating effects of the COVID-19 public health emergency, any diminution in actual revenues relative to the counterfactual pre-pandemic trend would be presumed to have been due to the COVID-19 public health emergency." Regardless of the short-term status, this revenue source would be included in the revenue loss calculation.

5. For the purposes of calculating revenue loss, should refunds from the Bureau of Workers' Compensation be included as revenue? (August 16, 2021)

No. Treasury FAQ 3.1 and the Appendix to Treasury's [FAQs](#) specify that revenue is *net of refunds*.

6. **The Interim Final Rule generally aligns eligible uses of the Funds with the wide range of types or categories of projects that would be eligible to receive financial assistance through the Environmental Protection Agency's Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF). What are some eligible projects and where can I find additional information on these programs? (July 12, 2021)**

Under the DWSRF, categories of eligible projects include: treatment, transmission and distribution (including lead service line replacement), source rehabilitation and decontamination, storage, consolidation, and new systems development. Information regarding the DWSRF program is available at <https://www.epa.gov/dwsrf/drinking-water-state-revolving-fund-eligibility-handbook>.

Under the CWSRF, categories of eligible projects include: construction of publicly-owned treatment works, nonpoint source pollution management, national estuary program projects, decentralized wastewater treatment systems, stormwater systems, water conservation, efficiency, and reuse measures, watershed pilot projects, energy efficiency measures for publicly-owned treatment works, water reuse projects, security measures at publicly-owned treatment works, and technical assistance to ensure compliance with the Clean Water Act. Additional information regarding CWSRF projects is available at <https://www.epa.gov/cwsrf/learn-about-clean-water-state-revolving-fund-cwsrf#eligibilities>.

7. **Can CSLFRF funds be used to fund infrastructure projects other than water, sewer, or broadband such as road improvements? (July 12, 2021, updated August 16, 2021)**

While the ARP specifically allows water, sewer, and broadband projects as part of the CSLFRF program, it also allows recipients to use payments from the CSLFRF for the provision of government services to the extent of the reduction in revenue experienced due to the COVID-19 public health emergency (see #3 above for additional information on that calculation). Road maintenance and improvements would be considered a government service and is likely an allowable expense under the Revenue Loss allowable use section. See Treasury FAQ #3.8, as well as Treasury's [Interim Final Rule](#), [Frequently Asked Questions \(FAQs\)](#), [Fact Sheet](#), and a [Quick Reference Guide](#).

Additionally, Treasury FAQ #6.15 clarifies that recipients may use CSLFRF for road repairs and upgrades directly related to an eligible water or sewer project. For example, CSLFRF may be used to repair or re-pave a road following eligible sewer repair work beneath it. If an eligible water and sewer infrastructure project is a single component of a broader infrastructure project, only the components of the project that interact directly with the eligible water and sewer infrastructure project may be funded with CSLFRF.

8. **Can CSLFRF funds be used to fund water, sewer, or broadband infrastructure projects that had been initiated prior to March 3, 2021? (July 12, 2021)**

Treasury guidance indicates CSLFRF awards are forward looking for costs from March 3, 2021, with a specific exception for retro premium pay, which is allowable for the pandemic period. 31 CRF Part 35 (codified Interim Final Rule) 2021-10283.pdf (govinfo.gov) includes some clarification:

§ 35.5 Use of funds

- (a) In General. A recipient may only use funds to cover costs incurred during the period beginning March 3, 2021, and ending December 31, 2024, for one or more of the purposes enumerated in sections 602(c)(1) and 603(c)(1) of the Social Security Act, as applicable, including those enumerated in section § 35.6 of this subpart, subject to the restrictions set forth in sections 602(c)(2) and 603(c)(2) of the Social Security Act, as applicable.

- (b) Costs incurred. A cost shall be considered to have been incurred for purposes of paragraph (a) of this section if the recipient has incurred an obligation with respect to such cost by December 31, 2024.

Section III. D. Timeline for Use of Fiscal Recovery Funds, footnote 173 states:

- a. Given the nature of this program, recipients will not be permitted to use funds to cover pre-award costs, i.e., those incurred prior to March 3, 2021.

If the obligations for the costs or portions of the costs of the project(s) were incurred prior to March 3, 2021, those obligated costs would be considered incurred and are not within the covered period. On the other hand, if the entity did not incur obligations for the costs or portions of the costs of the project(s) prior to March 3, 2021, those costs may still be incurred during the covered period. Recipients may use Coronavirus State and Local Fiscal Recovery Funds to cover costs incurred for eligible projects planned or started prior to March 3, 2021, provided that the project costs covered by the Coronavirus State and Local Fiscal Recovery Funds were incurred after March 3, 2021. We recommend you work with your legal counsel to evaluate the specifics of the project, awards and guidelines.

The U.S. Department of Treasury has issued several documents to assist jurisdictions in administering CSLFRF awards, including the [Interim Final Rule](#), [Frequently Asked Questions \(FAQs\)](#), [Fact Sheet](#), and a [Quick Reference Guide](#).

9. May Coronavirus State and Local Fiscal Recovery Funds be used to make loans or other extensions of credit (“loans”), including loans to small businesses and loans to finance necessary investments in water, sewer, and broadband infrastructure? (August 16, 2021)

Yes. Treasury has clarified in [FAQ #4.11](#) that CSLFRF awards may be used to make loans, provided the loan is an eligible use and the cost of the loan is tracked and reported, as detailed below. Consistent with all CSLFRF activity, funds must be used to cover costs incurred by the recipient between March 3, 2021 and December 31, 2024 and must be expended by December 31, 2026.

- For loans that mature or are forgiven on or before December 31, 2026:
 - Recipient must account for the use of funds on a cash flow basis.
 - Recipients may use CSLFRF to fund the principal of the loan and in that case must track repayment of principal and interest.
 - When the loan is made, recipients must report the principal of the loan as an expense.
 - Repayment of principal may be re-used only for eligible uses, and is subject to restrictions on timing of use of funds. Interest payments received prior to the end of the period of performance will be considered an addition to the total award and may be used for any purpose that is an eligible use of funds under the statute and Interim Final Rule.
- For loans that mature after December 31, 2026:
 - The recipient may use CSLFRF for only the projected cost of the loan. Recipients may estimate the subsidy cost of the loan, which equals the expected cash flows associated with the loan discounted at the recipient’s cost of funding. Treasury FAQ #4.11 details the methods by which a recipient may determine the subsidy cost of the loan.
 - Recipients are not subject to program income restrictions (2 CFR 200.307(e)(1)) and need not separately track repayment of principal or interest.
 - Any contribution of CSLFRF to a revolving loan fund must follow the approach described above for loans with maturities longer than December 31, 2026. A recipient could contribute SLFRF to a revolving loan fund, provided that the revolving loan fund makes loans that are eligible uses and

the CSLFRF contributed represent the projected cost of loans made over the life of the revolving loan fund.

Reporting

1. What reports will be required for direct recipients and when will they be due? (*July 12, 2021, updated August 16, 2021*)

Treasury has noted in [FAQ #9.2](#) that recipients will be required to submit an interim report, quarterly project and expenditure reports, and annual recovery plan performance reports as specified below, regarding their utilization of Coronavirus State and Local Fiscal Recovery Funds.

- *Interim reports:* The interim report will include a recipient's expenditures by category at the summary level and for states, information related to distributions to NEUs must also be included in the interim report. The interim report will cover activity from the date of award to July 31, 2021 and must be submitted to Treasury by August 31, 2021.
- *Quarterly Project and Expenditure reports:* This report will include financial data, information on contracts and subawards over \$50,000, types of projects funded, and other information regarding a recipient's utilization of award funds. Reports will be required quarterly with the exception of NEUs, which will report annually. An interim report is due on August 31, 2021. The reports will include the same general data as those submitted by recipients of the Coronavirus Relief Fund, with some modifications to expenditure categories and the addition of data elements related to specific eligible uses. The initial quarterly Project and Expenditure report will cover two calendar quarters from the date of award to September 30, 2021 and must be submitted to Treasury by October 31, 2021. The subsequent quarterly reports will cover one calendar quarter and must be submitted to Treasury within 30 days after the end of each calendar quarter.
- *Recovery Plan Performance reports:* Direct recipients with a population that exceeds 250,000 residents will also be required to submit an annual recovery plan performance report to Treasury. This report will include descriptions of the projects funded and information on the performance indicators and objectives of each award, helping local residents understand how their governments are using the substantial resources provided by CSLFRF program. The initial recovery plan performance report will cover activity from date of award to July 31, 2021 and must be submitted to Treasury by August 31, 2021. Thereafter, the recovery plan performance reports will cover a 12-month period and recipients will be required to submit the report to Treasury within 30 days after the end of the 12-month period. The second Recovery Plan Performance report will cover the period from July 1, 2021 to June 30, 2022 and must be submitted to Treasury by July 31, 2022. Each annual recovery plan performance report must be posted on the public-facing website of the recipient. Local governments with fewer than 250,000 residents, Tribal governments, and NEUs are not required to develop a Recovery Plan Performance report. To ease the burden of creating the Recovery Plan Performance report, Treasury released a shell which may, but is not required to, be used as a starting point. The shell can be found here: [Recipient Compliance and Reporting Responsibilities](#). However, each jurisdiction may determine the general form and content of the Recovery Plan Performance Report as long as it meets the minimum requirements noted in the [SLFRF Compliance and Reporting Guide](#).

Treasury provided the following table in the [SLFRF Compliance and Reporting Guide](#) which illustrates reporting requirements by recipient type:

Table 2: Reporting requirements by recipient type

| Recipient | Interim Report | Project and Expenditure Report | Recovery Plan Performance Report |
|--|---|---|--|
| States, U.S. territories, metropolitan cities and counties with a population that exceeds 250,000 residents | By August 31, 2021, with expenditures by category | By October 31, 2021, and then 30 days after the end of each quarter thereafter ⁹ | By August 31, 2021, and annually thereafter by July 31 ¹⁰ |
| Metropolitan cities and counties with a population below 250,000 residents which received more than \$5 million in SLFRF funding | | | Not required |
| Tribal Governments | | By October 31, 2021, and then annually thereafter ¹¹ | |
| Metropolitan cities and counties with a population below 250,000 residents which received less than \$5 million in SLFRF funding | | | |
| NEUs | Not required | | |

2. What reports will be required for NEUs and when will they be due? (July 12, 2021)

[Treasury FAQ](#) #9.2 says NEUs will be required to submit the project and expenditure report annually (see #1 above). The initial annual Project and Expenditure report for NEUs will cover activity from the date of award to September 30, 2021 and must be submitted to Treasury by October 31, 2021. The subsequent annual reports must be submitted to Treasury by October 31 each year.

3. If a recipient has received funding as of July 31, 2021 but has not incurred obligations or expenditures as of the end of the reporting period, what are the reporting requirements? (August 16, 2021)

According to [Treasury's Portal for Recipient Reporting SLFRF](#):

Interim Report: Recipients should submit a report showing no (\$0) obligations or expenditures have yet been incurred. If no projects have been established as of the end of the reporting period, no project level reporting is required in the Interim report.

Recovery Plan: Recipients should submit a Recovery Plan describing the planned approach to the use of funds and planned projects.

There is no requirement for the Recovery Plan to be approved by the governing board. Further, the Recovery Plan will be updated on an annual basis and is anticipated to be fluid throughout the period of performance of the grant based on actual outcomes, changing needs, and the trajectory of the pandemic.

4. If a recipient has not received funding as of July 15, 2021, what are the reporting requirements? (August 16, 2021)

According to [Treasury's Portal for Recipient Reporting SLFRF](#), recipients that have not received funding as of July 15, 2021 must submit an Interim Report and Recovery Plan (if applicable) within 60 days of receiving funding.

Single Audit Requirements

1. What is the Assistance Listing number for the CSLFRF program? (July 12, 2021)

The Assistance Listing number (formerly CFDA number) assigned to the program is 21.027, according to [Treasury FAQ #9.5](#). Further, the FAQ notes “The assistance listing includes helpful information including program purpose, statutory authority, eligibility requirements, and compliance requirements for recipients. The CFDA number is the unique 5-digit code for each type of federal assistance, and can be used to search for program information, including funding opportunities, spending on [usaspending.gov](#), or audit results through the Federal Audit Clearinghouse.”

Treasury also indicates in [FAQ #9.5](#) that “to expedite payments and meet statutory timelines, Treasury issued initial payments under an existing CFDA number. If you have already received funds or captured the initial CFDA number in your records, please update your systems and reporting to reflect the final CFDA number 21.027. Recipients must use the final CFDA number for all financial accounting, audits, subawards, and associated program reporting requirements.” This change applies ONLY to funds received under the CSLFRF program.

Despite perceived similarities between the CRF and CSLFRF the allowable uses ARE NOT THE SAME. As always, be sure to review your grant documents for the proper assistance listing number as well as any terms and conditions of the grant.

2. Is the CSLFRF program subject to Single Audit and Uniform Guidance (UG) requirements? (July 12, 2021)

Treasury guidance thus far only indicates that “most” of the provisions of the Uniform Guidance (2 CFR Part 200) will apply to this program including the Cost Principles and Single Audit Act requirements. While this guidance is clearly not specific, Treasury has advised in [FAQ #9.3](#) “recipients should refer to the Assistance Listing for detail on the specific provisions of the Uniform Guidance that do not apply to this program.”

Assistance Listings (formerly CFDA) for the program are now available on [SAM.gov](#) and include the following “Compliance Requirements”:

Policy Requirements:

The following 2CFR policy requirements apply to this assistance listing:

- Subpart B, General provisions
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards
- Subpart D, Post Federal; Award Requirements
- Subpart E, Cost Principles
- Subpart F, Audit Requirements

The following 2CFR policy requirements are excluded from coverage under this assistance listing:

- Not Applicable

Additional Information: The following 2 CFR Policy requirements also apply to this assistance listing: 2 C.F.R. Part 25, Universal Identifier and System for Award Management; 2 C.F.R. Part 170, Reporting Subaward and Executive Compensation Information; and 2 C.F.R. Part 180, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement). The following 2 CFR Policy requirements are excluded from coverage under this assistance listing: For 2 CFR Part 200, Subpart C, the following provisions do not apply to the SLFRF program: 2

C.F.R. § 200.204 (Notices of Funding Opportunities); 2 C.F.R. § 200.205 (Federal awarding agency review of merit of proposal); 2 C.F.R. § 200.210 (Pre-award costs); and 2 C.F.R. § 200.213(Reporting a determination that a non-Federal entity is not qualified for a Federal award). For 2 CFR Part 200, Subpart D, the following provisions do not apply to the SLFRF program: 2 C.F.R. § 200.308 (revision of budget or program plan); 2 C.F.R. § 200.309 (modifications to period of performance); C.F.R. § 200.305 (b)(8) and (9) (Federal Payment)

3. Does the ARP allow for any Single Audit filing or deadline extensions? (July 12, 2021)

The ARP does not include any extensions to the single audit deadline but an automatic six-month extension has been granted by the U.S. Office of Management and Budget (OMB) via [Memo M-21-20](#) for local governments with fiscal year ends through July 12, 2021 that had not filed their single audits as of March 19, 2021. Recipients and subrecipients should maintain documentation of the reason for the delayed filing. Details of that extension can be found here - https://ohioauditor.gov/resources/covid19/Single_Audit_Extension_Dates.pdf.

4. How do assistance listing numbers (ALNs) (formerly CFDA) with alpha codes impact reporting of Department of Education programs on the Schedule of Expenditures of Federal Awards (SEFA) and Data Collection Form (DCF)? (August 16, 2021)

The Department of Education requires recipients identify on their SEFA and DCF (1) whether the program is novel coronavirus 2019 (COVID-19) relief assistance and (2) the subprogram Assistance Listing Number (ALN) alpha.

For reporting within the SEFA section of the DCF, the following should be included in Column C “Additional Award Identification”:

- For COVID-19 relief assistance programs *without* an ALN alpha:
 - “COVID-19” should be included in Column C
- For COVID-19 relief assistance programs *with* an ALN alpha:
 - “Covid-19, [ALN][Alpha]” should be included in Column C
 - For example, if an entity received ESSER under ALN 84.425D, Column C would show “COVID-19, 84.425D”
- For relief assistance programs *with* an ALN alpha which are *not* COVID-19 relief assistance:
 - “[ALN][Alpha]” should be included in Column C
 - For example if an entity received Title I Grants to Local Educational Agencies under ALN 84.010A, Column C would show “84.010A”

| | a | b | c | d |
|-----------------------------|--------------------------------|---|--|----------------------|
| | CFDA # | | Additional Award Identification ³ | Federal Program Name |
| Row Number (auto-generated) | Federal Awarding Agency Prefix | CFDA Three-Digit Extension ² | | |

This guidance is applicable for all single audit submissions that include Department of Education programs on or after Monday, August 9, 2021.

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:



City Council Meeting Minutes

Tuesday, August 10, 2021

6:00 PM

1) Call to Order

President Feibel called the meeting to order at 6:04 pm.

2) Roll Call of Members

Council Members Present: Jen Robinson, Jessica Saad, Troy Markham, Lori Ann Feibel, Richard Sharp, Monique Lampke, Matt Klingler

Council Members Absent: None

3) Pledge of Allegiance

4) Presentations/Special Guests

Proclamations were presented to recipients.

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

No public comments.

6) President's Report

Ms. Feibel welcomed everyone to the first meeting of August and explained that she will wear her mask throughout the meeting in an effort to be kind and safe due to recent travels. She also remarked that many great events are coming up in Bexley that will be discussed tonight. Ms. Feibel then invited Mr. Fishel to provide his update.

7) City Attorney Report

Mr. Fishel clarified that the Executive Session will not occur after the adjournment, as is reflected in the agenda, but just prior to adjournment. Mr. Fishel reported that he will lead an opioid settlement discussion related to Ordinance #33-2021 later in the meeting, and also reported that the proposed charter changes have been approved for inclusion on the upcoming ballot.

8) Administrative Update:

A) Service Department- Service Director, Andy Bashore

Mr. Bashore had nothing to add to his report. Multiple Council members acknowledged the work of the Service Department and thanked Mr. Bashore and his team for recent work on projects including street projects, Schneider Park improvements, and Independence Day celebrations. Mr. Sharp asked a question about the street sign inventory, which Mr. Bashore answered. Ms. Lampke asked a question about project completion timelines, which Mr. Bashore answered.

B) Police Department Update- Chief Rinehart

Mr. Rinehart had nothing to add to his report. Ms. Saad extended her thanks to the Bexley Police Department for their work in keeping riders and spectators safe during the Pelotonia event. Mr. Markham asked a question about Narcan, which Mr. Rinehart answered. Mr. Sharp asked a question about theft of catalytic converter theft patterns, which Mr. Rinehart answered.

C) Recreation and Parks Update- Mike Price

Mr. Price reported highlights from the upcoming ribbon cutting ceremony for Schneider Park. Mr. Price thanked Mr. Sharp and the Bexley Beat for assisting with transportation. Mr. Price also thanked Ms. Feibel for her support with recruiting volunteers. Ms. Lampke asked a question about Swim Safe, which Mr. Price answered. Ms. Lampke asked a question about the completion date of the Jeffrey Mansion renovation, which Mr. Price answered.

6:40 PM - PUBLIC COMMENT

President Feibel asked Council to demonstrate flexibility with the agenda in order to hear a citizen who wished to speak and did not arrive in time for Public Comment. All Council Members verbally agreed to hear this comment.

Jodi Weston of 300 South Columbia Avenue spoke to City Council regarding BZAP and ARB meetings as well as a light noise concern.

Ms. Feibel thanked Ms. Weston for her comments and thanked Council members for their flexibility.

D) Finance Department Update- Bill Harvey

No update or discussion.

E) Mayor's Update

Mr. Kessler acknowledged Bexley Day which marks the founding of the City. Mr. Kessler summarized the highlights of his report. Mr. Sharp asked a question about the Main Street closure, which Mr. Kessler answered. At the conclusion of Mr. Kessler's update on upcoming events, Ms. Robinson mentioned the Bexley Citizens Police Academy Alumni Association is sponsoring a Fill the Cruiser event to collect school supplies on Monday, August 16. Mr. Harvey asked a question about signage zoning which Mr. Kessler answered.

9) **Consent Agenda:**

A) Minutes from 6-22-2021 City Council Meeting.

B) Minutes from 7-7-21 Special City Council Meeting

Mr. Markham moved to approve items on consent agenda.

Mr Klingler seconded.

All in Favor: Ms. Jennifer Robinson, Ms. Jessica Saad, Mr. Troy Markham, Ms. Lori Ann Feibel, Mr. Richard Sharp, Ms. Monique Lampke, Mr. Matt Klingler

Opposed: None

The Motion passed 7-0.

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

None.

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)

Mr. Markham moved to adopt Ordinance #26-21

Mr. Klingler seconded.

All in Favor: Ms. Jennifer Robinson, Ms. Jessica Saad, Mr. Troy Markham, Ms. Lori Ann Feibel, Mr. Richard Sharp, Ms. Monique Lampke, Mr. Matt Klingler

Opposed: None

The Motion passed 7-0

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)

Mr. Kessler presented the attachment detailing the planned projects related to this ordinance and addressed questions from Council members regarding said projects.

Mr. Markham moved to amend Ordinance #27-21 per Council discussion.

Ms. Robinson seconded.

All in Favor: Ms. Jennifer Robinson, Ms. Jessica Saad, Mr. Troy Markham, Ms. Lori Ann Feibel, Mr. Richard Sharp, Ms. Monique Lampke, Mr. Matt Klingler

Opposed: None

The Motion passed 7-0

Ms. Lampke asked a question about the urgency of approving this Ordinance and a brief discussion among Council members followed her question.

Mr. Markham moved to table Ordinance #27-21

Ms. Saad seconded.

All in Favor: Ms. Jennifer Robinson, Ms. Jessica Saad, Mr. Troy Markham, Ms. Lori Ann Feibel, Mr. Richard Sharp, Ms. Monique Lampke, Mr. Matt Klingler

Opposed: None

The Motion passed 7-0

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)

Ms. Robinson provided a brief overview of this ordinance.

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 briefly presented an overview of this ordinance and Council members discussed and agreed to moving this ordinance to the consent agenda.

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

Mr. Markham briefly presented an overview of this ordinance and Council members discussed and agreed to moving this ordinance to the consent agenda.

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)

Mr. Markham briefly presented an overview of this ordinance and answered a question from Mr. Harvey. Council members then discussed and agreed to moving this ordinance to the consent agenda.

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)

Mr. Markham introduced this resolution and Council members briefly discussed.

- 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)

Ms. Saad introduced this resolution and Mr. Fishel clarified that the language in this resolution is placeholder language only and is not an indicator of approval. A hearing will be held for the evaluation and decision on this requested variance. Council members briefly discussed a date for the hearing. Contingent on availability of all needed parties, the hearing will be held on Tuesday, September 21 at 6:00 pm in person at City Hall.

City Council members also discussed scheduling a budget meeting at this time. The Council budget meeting will be held on September 28 at 5:00 pm in person at City Hall.

- 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)

Mr. Markham briefly introduced this ordinance and asked Mr. Fishel to provide further detail. Mr. Fishel explained the ordinance further and answered related questions from Council members regarding the settlement distribution and allowable use on received settlement funds.

Mr. Markham moved to suspend the three meeting requirement on Ordinance #33-21.

Ms. Saad seconded.

All in Favor: Ms. Jennifer Robinson, Ms. Jessica Saad, Mr. Troy Markham, Ms. Lori Ann Feibel, Mr. Richard Sharp, Ms. Monique Lampke, Mr. Matt Klingler

Opposed: None

The Motion passed 7-0

Mr. Markham moved to adopt Ordinance #33-21.

Mr. Sharp seconded.

All in Favor: Ms. Jennifer Robinson, Ms. Jessica Saad, Mr. Troy Markham, Ms. Lori Ann Feibel, Mr. Richard Sharp, Ms. Monique Lampke, Mr. Matt Klingler

Opposed: None

The Motion passed 7-0

- 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)

Mr. Markham introduced this ordinance. Mr. Sharp asked a question regarding this ordinance and Ms. Feibel responded and will obtain the requested information from Mr. Price prior to the next Council meeting.

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)

Mr. Kessler provided an update on this ordinance and reported that AEP will report on this matter with more detail at the next Council meeting.

No action was taken on this ordinance.

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

Mr. Sharp moved to remove this Resolution from the table.

Ms. Saad seconded.

All in Favor: Ms. Jennifer Robinson, Ms. Jessica Saad, Mr. Troy Markham, Ms. Lori Ann Feibel, Mr. Richard Sharp, Ms. Monique Lampke, Mr. Matt Klingler

Opposed: None

The Motion passed 7-0

Mr. Sharp spoke to Council regarding the updated Bicycle Friendly Plan attached to this ordinance, which had been sent to Council earlier in the day. Mr. Kessler briefly summarized the amendments to the plan and Council members briefly discussed.

Mr. Sharp moved to adopt Resolution #05-21 as amended in the 8/10/2021 version of the Bicycle Friendly Plan.

Ms. Feibel seconded.

All in Favor: Ms. Jennifer Robinson, Ms. Jessica Saad, Mr. Troy Markham, Ms. Lori Ann Feibel, Mr. Richard Sharp, Ms. Monique Lampke, Mr. Matt Klingler

Opposed: None

The Motion passed 7-0

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).

No discussion or action taken.

15) Judiciary and Strategic Committee - Monique Lampke, Chair

Ms. Lampke provided an update on the progress of the Green Meadows school on North Cassady. Ms. Lampke also encouraged Council members to encourage residents to participate in the Strategic Priority survey that is on the City website and has been sent through the Bexley Blast. Mr. Sharp asked a question regarding the earlier public comment and Ms. Lampke

answered and will work with Mr. Fishel on this matter.

16) Service and Environmental Committee - Richard Sharp, Chair

Mr. Sharp has nothing to report.

17) Finance Committee - Troy Markham, Chair

Mr. Markham has nothing to report at this time.

18) Safety and Health Committee - Jen Robinson, Chair

Ms. Robinson reminded Council Members of the Fill a Cruiser supply drive on Monday, August 16th from 10am to 1pm at Montrose Elementary. She also reminded everyone about the BMPA picnic August 15 5-7pm at Jeffrey Park shelterhouse, and encouraged residents to attend to learn more about BMPA and their plans for the school year.

19) Zoning and Development Committee - Jessica Saad, Chair

Ms. Saad acknowledged Team Bexley and congratulated them on raising more than \$200,000 for Pelotonia this year.

20) Recreation and Parks Committee - Matt Klingler, Chair

Mr. Klingler reminded Council members that the Bexley Parks and Recreation Department has published their fall programming guide and encouraged everyone to check out their offerings and sign up.

Mr. Klingler also asked for Mr. Kessler to update the packet online to ensure all attachments and ordinances are the most current ones for this meeting.

21) Public Comments (No Speaker Slip Required)

None.

23) Executive Session

Ms. Feibel moved to enter Executive Session to discuss imminent or pending litigation.

Mr. Sharp seconded.

All in Favor: Ms. Jennifer Robinson, Ms. Jessica Saad, Mr. Troy Markham, Ms. Lori Ann Feibel, Mr. Richard Sharp, Ms. Monique Lampke, Mr. Matt Klingler

Opposed: None

The Motion passed 7-0

City Council entered Executive Session at 8:26 pm.

Ms. Feibel moved to exit Executive Session at 9:09 pm.

Mr. Markham seconded.

All in Favor: Ms. Jennifer Robinson, Ms. Jessica Saad, Mr. Troy Markham, Ms. Lori Ann Feibel, Mr. Richard Sharp, Ms. Monique Lampke, Mr. Matt Klingler

Opposed: None

The Motion passed 7-0

22) Adjourn

Ms. Feibel moved to Adjourn.

Mr. Sharp seconded.

All in Favor: Ms. Jennifer Robinson, Ms. Jessica Saad, Mr. Troy Markham, Ms. Lori Ann Feibel, Mr. Richard Sharp, Ms. Monique Lampke, Mr. Matt Klingler

Opposed: None

The Motion passed 7-0

Council President Feibel adjourned the meeting at 9:10 pm.

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:

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 meet 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

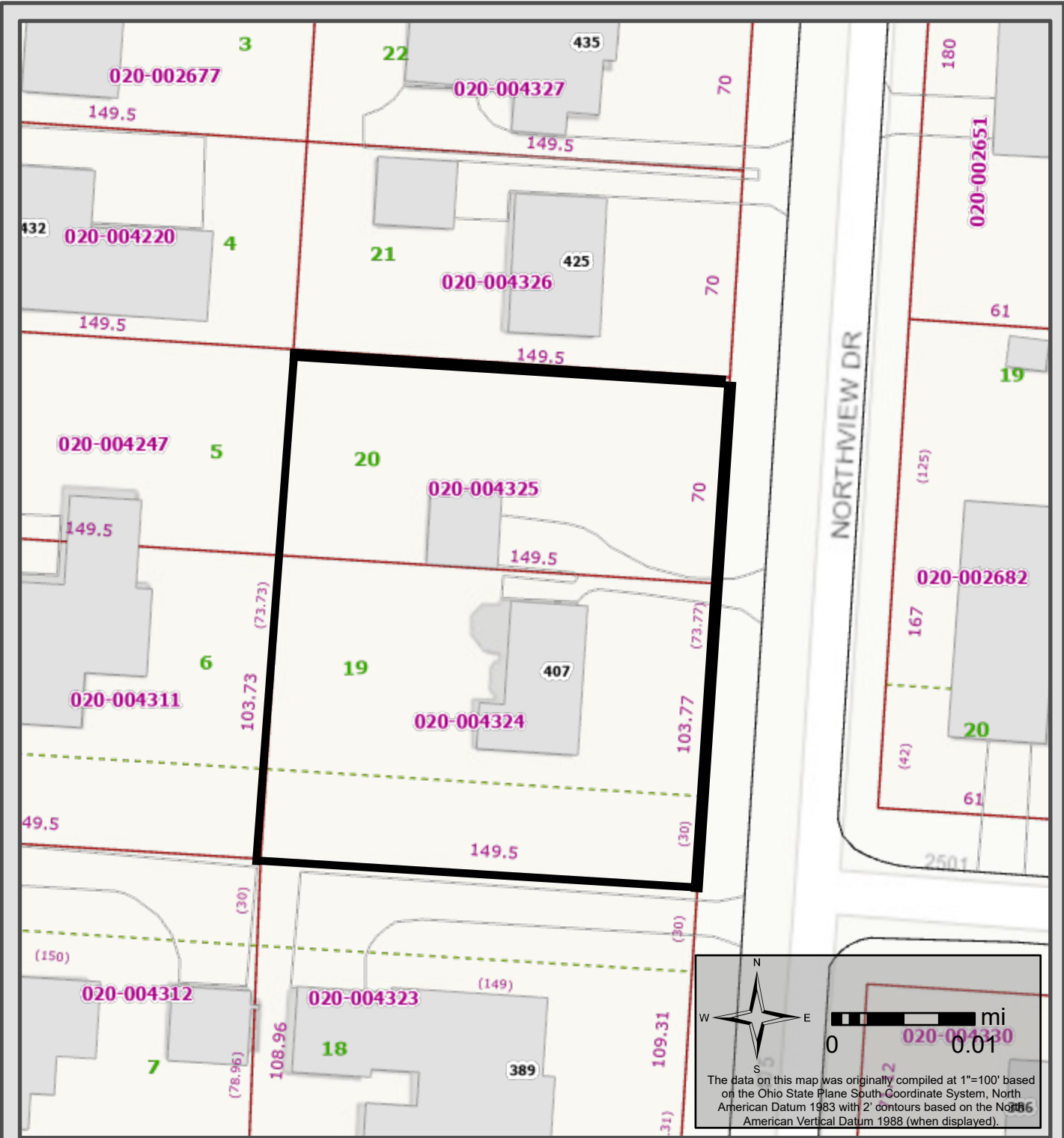
Dated: _____

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

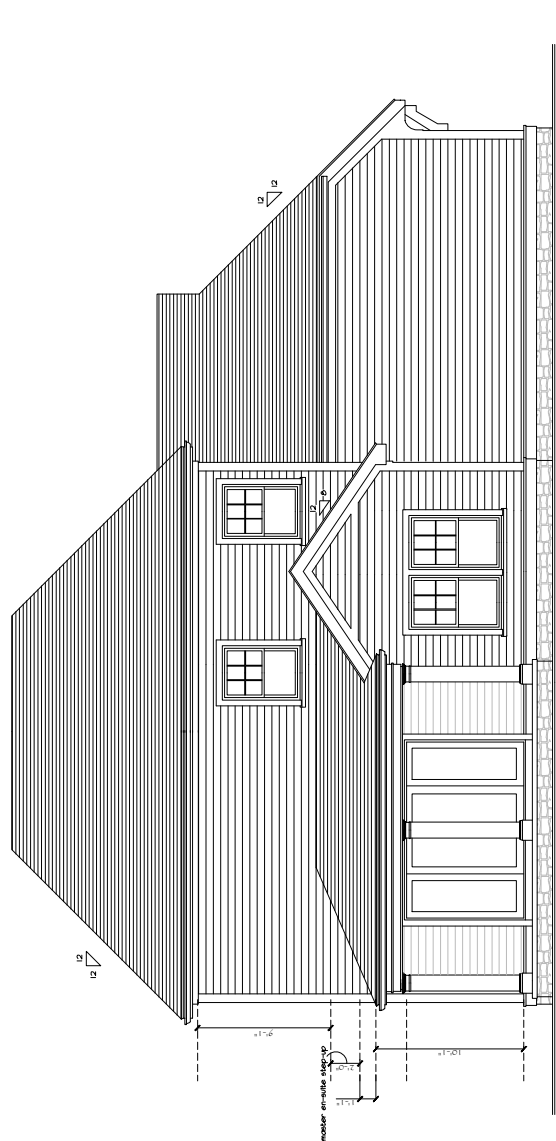
- Spot Elevation
- Index Contour
- Intermediate Contour

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

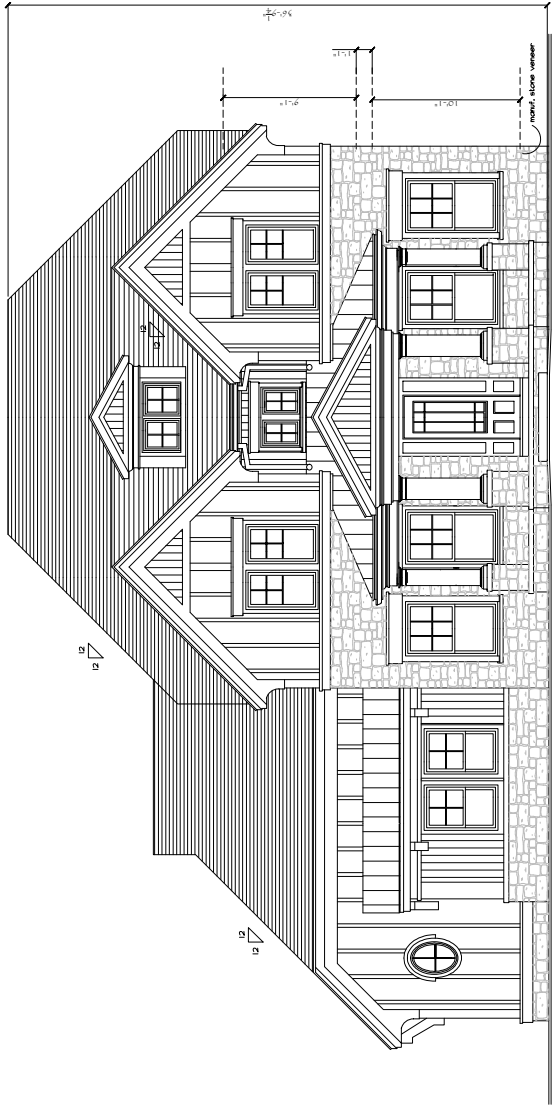
This map is prepared for the real property inventory within the county. It is compiled from record deeds, survey plats, and other public records and data. Users of this map are notified that the public primary information sources should be considered for verification of the information contained on this 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.

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|-------------|------|------|
| PRINT DATES | DATE | TYPE |
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STATE OF OHIO
 David Johnson License # 9318
 Expires Date: 12-31-21



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



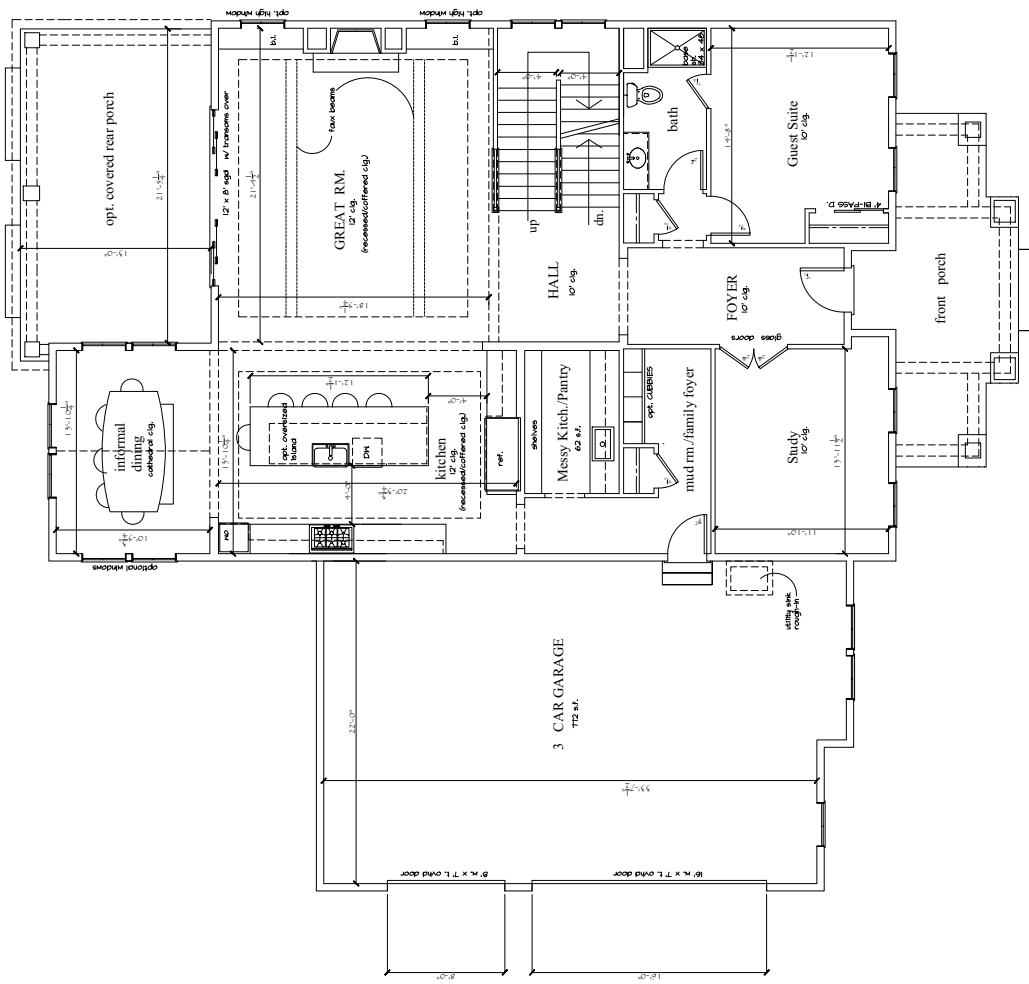
A
 FRONT ELEVATION
 American Farmhouse Style
 Scale: 1/4" = 1'-0"



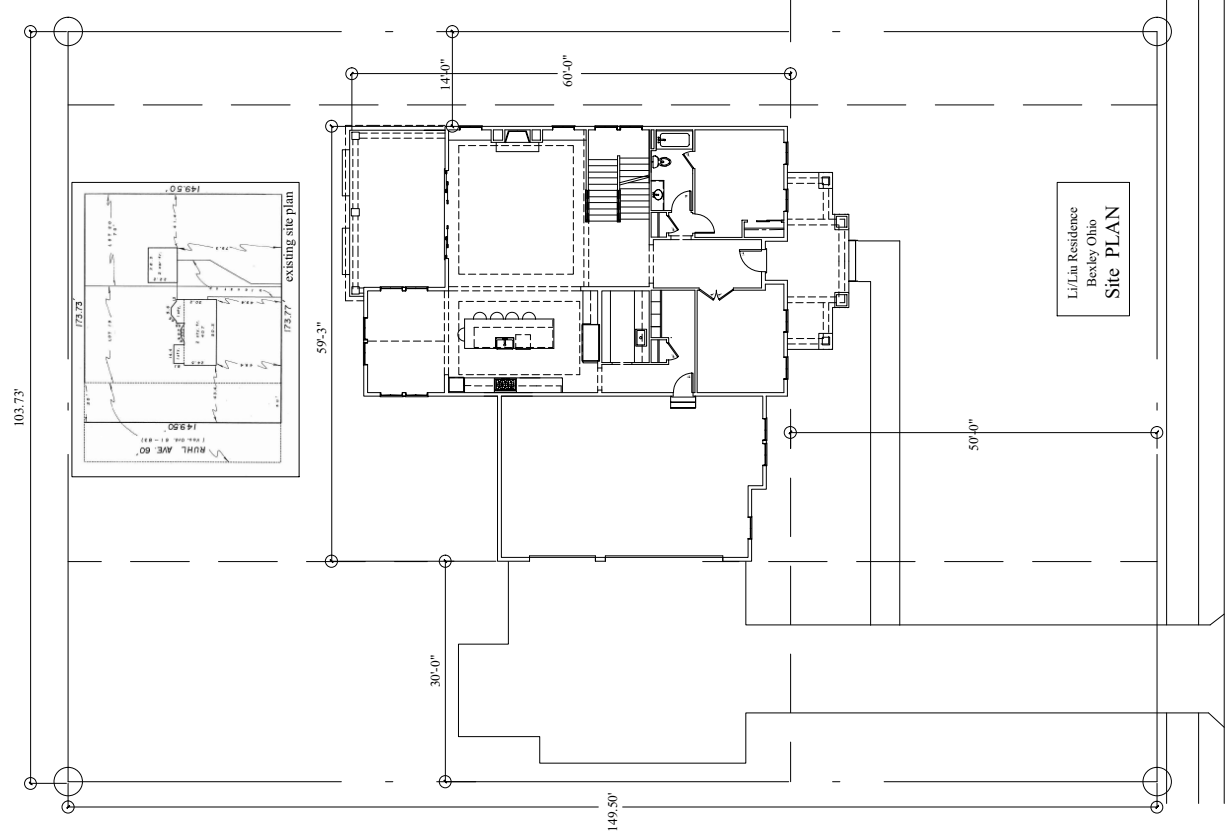
Li/Liu Residence
 407 North View Dr.
 Bevely Ohio

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

3.0
 A3.0
 1/4" = 1'-0"



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



Li/Liu Residence
 407 North View Dr.
 Bexley Ohio

C. David Johnson
 A R C H I T E C T
 10000 W. 12th St.
 Columbus, OH 43240
 614.333.2266
 614.333.2267
 614.333.2268
 614.333.2269
 614.333.2270
 614.333.2271
 614.333.2272
 614.333.2273
 614.333.2274
 614.333.2275
 614.333.2276
 614.333.2277
 614.333.2278
 614.333.2279
 614.333.2280



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

B

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

PRELIMINARY PARTICIPATORY LEGISLATION

RC 5521.01

Ordinance/Resolution# 35-21
PID No. 106274
County/Route/Section FRA-US 40-15.27

The following is Ordinance enacted by the City of Bexley of Franklin
(An Ordinance/a Resolution) (Local Public Agency)
County, Ohio, hereinafter referred to as the Local Public Agency (LPA).

SECTION I - Project Description

WHEREAS, the STATE has identified the need for the described project:

Urban Paving project along US 40 including resurfacing and partial pavement repair along with other associated work.

NOW, THEREFORE, be it ordained by the City of Bexley of Franklin County, Ohio,
(LPA)

SECTION II - Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

SECTION III - Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

The LPA agrees to participate in 20% of the cost of pavement surface related construction items.

The LPA further agrees to pay One Hundred Percent (100%) of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

The LPA further agrees that change orders and extra work contracts required to fulfill the construction contracts shall be processed as needed. The State shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

(Optional-if required) The LPA further agrees to pay One Hundred Percent (100%) of the cost to install and/or repair curb ramps at all necessary intersections to ensure compliance with the Americans with Disabilities Act.

SECTION IV - Maintenance

Upon completion of the described Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the described Project in accordance with all applicable state and federal law, including, but not limited to, 23 USC 116; (2) provide ample financial provisions, as necessary, for the maintenance of the described Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

SECTION V - Authority to Sign

The Mayor and Auditor of said City of Bexley is hereby empowered on behalf of the City of Bexley to enter into contracts with ODOT pre-qualified consultants for the preliminary engineering phase of the Project and to enter into contracts with the Director of Transportation necessary to complete the above described project.

Upon the request of ODOT, the Mayor and Auditor is also empowered to assign all rights, title, and interests of the City of Bexley to ODOT arising from any agreement with its consultant in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

The LPA agrees that if Federal Funds are used to pay the cost of any consultant contract, the LPA shall comply with 23 CFR 172 in the selection of its consultant and the administration of the consultant contract. Further the LPA agrees to incorporate ODOT's "Specifications for Consulting Services" as a contract document in all of its consultant contracts. The LPA agrees to require, as a scope of services clause, that all plans prepared by the consultant must conform to ODOT's current design standards and that the consultant shall be responsible for ongoing consultant involvement during the construction phase of the Project. The LPA agrees to include a completion schedule acceptable to ODOT and to assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.

Passed: _____, 20____
(Date)

Attested: _____
(Clerk) (Officer of LPA - title)

Attested: _____
(Title) (President of Council)

This _____ is hereby declared to be an emergency measure to expedite the highway project(s) and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Ordinance 36-21

By: Troy Markham

An Ordinance to establish the American Rescue Plan Act (ARPA) Fund and to appropriate \$1,442,422.10 from the ARPA Fund.

WHEREAS, the United States, State of Ohio and City of Bexley have experienced public health and economic impacts due to COVID-19.

WHEREAS, the City will receive funding in the amount of \$1,442,422.10 in accordance with the ARPA.

WHEREAS, in order to accurately account for receipts and expenditures related to the ARPA, it is necessary to establish a separate fund designated the ARPA Fund.

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

Section 1.

That the ARPA Fund is hereby established.

Section 2.

That \$1,442,422.10 is hereby appropriated from the ARPA Fund to pay for authorized expenditures from this fund in accordance with the ARPA.

Section 3.

That an ARPA Fund committee is hereby created which shall consist of the Mayor, the Auditor, the President of Council and the Finance Committee Chair. Any allocation of ARPA funds to outside organizations shall be approved by the committee.

Section 4.

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

Ben Kessler, Mayor

First Reading:
Second Reading:
Third Reading:

RESOLUTION NO. 11 - 21

By: Monique Lampke

**A Resolution confirming the Mayor's appointment of Rachel Laing
to the Civil Service Commission**

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

Section 1. That City Council hereby confirms the following appointments to the Civil Service Commission:

| Nominee | Position | Term Expiring |
|----------------|-----------------|----------------------|
| Rachel Laing | Member | June 30, 2023 |

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:

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. 59 - 20

By: Troy Markham:

An ordinance to appropriate \$75,691 from the unencumbered General Fund to pay for redesign of the Broad Street median in front of the Saint Charles Preparatory School.

Whereas: The City of Bexley has received a grant from the Bexley Community Foundation in the amount of \$75,691 to redesign the Broad Street median in front of Saint Charles Preparatory School, and

Whereas: The expenditures must be appropriated by Bexley City Council before work can begin.

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

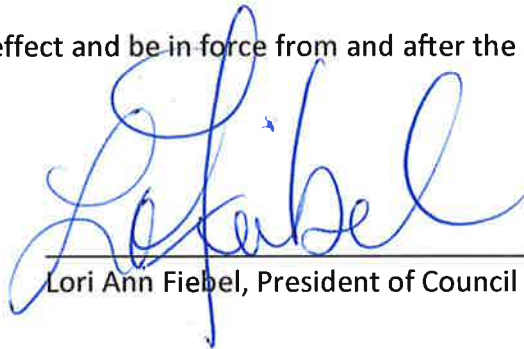
Section 1.

That \$75,691 is hereby appropriated from the Unencumbered General Fund to the Grants Reimbursed account to fund the reconstruction of the Broad Street median in front of the Saint Charles Preparatory School.

Section 2.

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

Passed: 11-17, 2020



Lori Ann Fiebel, President of Council

Attest: 

William Harvey, Clerk of Council



Ben Kessler, Mayor

First Reading: 11-17-20



MID-WEST LANDSCAPE INC.
 3450 EAST 7TH AVENUE • COLUMBUS, OHIO 43219
 (614) 235-4019 PHONE • (614) 237-1747 FAX

INVOICE

Invoice Number: 0648-072721
 Invoice Date: Jul 27, 2021
 Page: 1

| |
|---|
| Bill To: |
| City of Bexley 2242 East Main St Bexley, OH 43209 |

| |
|------------------------|
| Ship to: |
| Broad St Modifications |

| | | |
|-----------------|--------------------|----------------------|
| Due Date | Customer PO | Payment Terms |
| 8/26/21 | David Koch | Net 30 Days |

| Quantity | Item | Description | Unit Price | Amount |
|----------|------|---|------------|-----------|
| 1.00 | LUMP | Broad St median island (landscape and hardscape) per quote # 2681 | 27,896.25 | 27,896.25 |

Broad St grant po# ?

Couldnt locate

PO# 21-00920 (Broad St Grant)

PAYMENT APPROVED

DATE

FOR USE IN

| | |
|------------------------|------------------|
| Subtotal | 27,896.25 |
| Sales Tax | |
| Total Invoice Amount | 27,896.25 |
| Payment/Credit Applied | |
| TOTAL | 27,896.25 |

Check/Credit Memo No:



7679 Worthington Road
Galena, Ohio 43021
Voice: 614.891.9348 Fax: 614.891.1002
www.acornfarms.com

Statement

| DATE | CUSTOMER | PAGE |
|-----------|----------|------|
| 7/31/2021 | 02128 | 1 |

CITY OF BEXLEY/GROUNDS MAINT DEPT
2242 E MAIN STREET
BEXLEY, OH 43209

| Date | Type | Ref | PO/Check | Amount | Running Balance |
|-----------|---------|---------|----------------|----------|-----------------|
| 4/15/2021 | Invoice | 0471196 | 2100189/Arborl | 6,557.00 | 6,557.00 |
| 6/3/2021 | Invoice | 0477620 | 2100189 | 2,765.00 | 9,322.00 |

PO #21-00920 (Broad St Grant)
PAYMENT APPROVED
DATE \$6557.00
FOR USE IN [Signature]

Vikki, is this portion paid? If not, who needs to approve?

PAYMENT APPROVED
for Broad - \$2,765.00
Date 8-20-21

PAYMENT APPROVED
for Broad - \$6,557.00
Date 8-20-21

| Current | 30 | 60 | 90 | Due |
|---------|----------|----|----------|----------|
| | 2,765.00 | | 6,557.00 | 9,322.00 |

Interest will be charged monthly at 2% for balances past due.

DANBERT ELECTRIC CORP

7991 Memorial Drive
Plain City, OH 43064
Ph: (614) 504-7235; Fax: (614) 504-7050

CUSTOMER:
City of Bexley
2777 Deltmar Dr
Bexley, Ohio 43209

INVOICE

INVOICE #: 1884
INVOICE DATE: 6/22/2021
PAYMENT TERMS: NET 30 DAYS
DANBERT JOB # 21530
CUSTOMER PO #: 00-00
ORDERED BY: Grant Archer
ESTIMATE #: 1

JOB NAME: Broad St Median Modification
JOB LOCATION: Bexley, Ohio

| Ref. # | Description | Bid Qty | Unit Of Measure | Unit Price | Total Contract | Stored Materials This Est. | Qty This Est. | Earned This Est. | Total Qty To Date | Total Stored Materials To Date | Total Contract Earned To Date |
|--------|-----------------------------|---------|-----------------|-------------|----------------|----------------------------|---------------|------------------|-------------------|--------------------------------|-------------------------------|
| 1 | 4' FOUNDATION | 2 | EA | \$ 1,585.00 | \$ 3,170.00 | \$ - | 2.00 | \$ 3,170.00 | 2.00 | \$ - | \$ 3,170.00 |
| 2 | 1" FLEXIBLE CONDUIT | 150 | FT | \$ 24.57 | \$ 3,685.50 | \$ - | 163.00 | \$ 4,004.91 | 163.00 | \$ - | \$ 4,004.91 |
| 4 | PULL BOX | 2 | EA | \$ 733.75 | \$ 1,467.50 | \$ - | 2.00 | \$ 1,467.50 | 2.00 | \$ - | \$ 1,467.50 |
| 5 | 3/4 #10 600V CABLE | 300 | CKT-FT | \$ 5.35 | \$ 1,605.00 | \$ - | - | \$ - | 0.00 | \$ - | \$ - |
| 6 | DECORATIVE LIGHT POLE | 2 | EA | \$ 2,412.50 | \$ 4,825.00 | \$ - | - | \$ - | 0.00 | \$ - | \$ - |
| 7 | LUMINAIRE, 120V RESIDENTIAL | 2 | EA | \$ 2,235.00 | \$ 4,470.00 | \$ - | - | \$ - | 0.00 | \$ - | \$ - |
| 9 | POLES TO BE WIRED | 2 | EA | \$ 621.25 | \$ 1,242.50 | \$ - | 0.50 | \$ 1,437.50 | 0.50 | \$ - | \$ 1,437.50 |
| 10 | MAINTAINING TRAFFIC | 1 | LS | \$ 2,875.00 | \$ 2,875.00 | \$ - | 0.50 | \$ 1,650.00 | 0.50 | \$ - | \$ 1,650.00 |
| 11 | MOBILIZATION | 1 | LS | \$ 3,300.00 | \$ 3,300.00 | \$ - | - | \$ - | - | \$ - | \$ - |
| | | | | | \$ 26,640.50 | \$ - | - | \$ 11,729.91 | \$ - | \$ - | \$ 11,729.91 |

| | |
|-----------------------------------|-------------|
| WORK COMPLETED TO DATE | \$11,729.91 |
| LESS 10% RETAINAGE | \$1,172.99 |
| DELIVERED MATERIAL STORED TO DATE | \$0.00 |
| SUBTOTAL | \$10,556.92 |
| LESS: AMOUNT PREVIOUSLY BILLED | \$0.00 |
| CURRENT AMOUNT THIS ESTIMATE | \$10,556.92 |
| RETAINAGE RELEASED | \$0.00 |
| TOTAL AMOUNT DUE THIS ESTIMATE | \$10,556.92 |

Danbert Thanks you for your Business
1.5% Interest will be charged on all past due invoices
For questions regarding this invoice please contact Matt Lemon at 614-504-7235 X208

Grant Archer
Comes out of a grant PO
Broad St median

PO #21-00920 (Broad St Grant)

PAYMENT APPROVED

DATE

FOR USE IN

200455? Ask grant?