



City Council Meeting Agenda

Tuesday, September 14, 2021

6:00 PM

- 1) **Call to Order**
- 2) **Roll Call of Members**
- 3) **Pledge of Allegiance**
- 4) **Presentations/Special Guests**
 - A) Introduction of Rachel Laing, Civil Service Commission Appointee
 - B) Proclamation for Childhood Cancer Awareness Month - Presented to Tracy Gold
- 5) **Public Comments**
- 6) **President's Report**
- 7) **City Attorney Report**
- 8) **Administrative Update:**
 - A) Service Department- Service Director, Andy Bashore
 - B) Police Department Update- Chief Rinehart
 - C) Recreation and Parks Update- Mike Price
 - D) Finance Department Update- Bill Harvey
 - E) Mayor's Update
- 9) **Consent Agenda:**
 - A) 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)
 - B) August 24, 2021 City Council Meeting Minutes
- 10) **Ordinances/Resolutions with visiting presenters**
- 11) **Third Readings:**
 - A) Resolution 10-21 granting area variances with conditions from the minimum lot requirements for the property located at 407 Northview Drive zoned R-3 residential, to allow two non-conforming contiguous lots in single ownership being used in combination

and considered an undivided parcel under the Bexley City Code to be split to permit two independent lots and parcels that would not meet existing R-3 minimum lot requirements. (Introduced by Jessica Saad on August 10, 2021)

12) Second 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)

13) First Readings:

- A) Ordinance #37-21 accepting the donation of a Recreation Easement consisting of two sites (0.981 acres and 1.471 acres respectively), adjacent to and west of Sheridan Avenue to the City of Bexley. (Introduced by Matt Klingler on September 14, 2021)
- B) Resolution #12-21 Accept tax amounts and rates as determined by the Budget Commission and authorizing the necessary tax levies and certifying them to the County Auditor. (Introduced by Troy Markham on September 14, 2021)
- C) Resolution #13-21 to adopt the 2021 recommendations of the Bexley Tax Incentive Review Council regarding tax-abated properties in the City of Bexley. (Introduced by Troy Markham on September 14, 2021)
- D) Ordinance #38-21 to amend Chapter 1230.42, Impervious Cover definition, and Chapter 1230.49, Lot Coverage, Overall definition, in order to specify the treatment of artificial turf as impervious cover for the purposes of lot coverage calculations. (Introduced by Jessica Saad on September 14, 2021)
- E) Ordinance #39-21 to amend the Bed and Breakfast at 519 South Drexel Avenue in the City of Bexley, Ohio. (Introduced by Jessica Saad on September 14, 2021)

14) Tabled Ordinances:

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

15) Service and Environmental Committee - Richard Sharp, Chair

16) Finance Committee - Troy Markham, Chair

17) Safety and Health Committee - Jen Robinson, Chair

18) Zoning and Development Committee - Jessica Saad, Chair

- 19) **Recreation and Parks Committee - Matt Klingler, Chair**
- 20) **Judiciary and Strategic Committee - Monique Lampke, Chair**
- 21) **Public Comments (No Speaker Slip Required)**
- 22) **Executive Session for the purpose of discussing compensation of public employees**
- 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



Service Department Update

Service Director

Andy Bashore

September 14th, 2021

Street Department:

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

Water and Sewer Department:

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

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 late 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 late September.

Caroline-from Drexel to Cassidy-

Charles-from Sheridan to College
Pleasant Ridge-from Main to Mound
Mound-Pleasant Ridge to Euclaire

2021 Sidewalk Project

The project should be complete in late-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 be complete in late-September.
- 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 first phase of the Drexel Ave. sewer relining was completed on 9/10/21. The sewer relining went from Powell to Broad.
- The 2019-2020 sewer relining project that was delayed due to covid-19 will be starting in late September.
- The 2021 sewer relining project will be starting in early November.



Council Update – Chief of Police

September 14, 2021

Comments from Administrative Sergeant Overly: Citizens Police Academy is into the third week. We have 13 in our class this year. Last Wednesday everyone was given the opportunity to learn about the various weapons we carry and to fire them on the range.

Many alumni will be returning this year to participate in classes as students or volunteer.

Alumni members celebrated in remembering Carolyn Retzlaff at a gathering in Havenwood Park. Carolyn was instrumental in the development of the Bexley Citizens Police Alumni garden.

A conditional offer of employment was made to Brian Bick for a full-time dispatcher position. Brian has 3 years of experience with the Licking County Sheriff's Department Communications Center.

Comments from Detective Sergeant Brickey: After a several months long process, we have given a conditional offer of employment to a highly qualified candidate. Two candidates withdrew at the 11th hour as they had accepted offers of employment with other agencies. In this incredibly competitive market, we were fortunate to find such a well-qualified person. If all goes well, he will start the Columbus Police Academy in December.

We will be creating a new eligibility list and keep one other candidate from the current list on it.

Our detectives continue to work through cases and have been busy submitting cases for consideration before the grand jury. One interesting case involves a nearly year-long investigation that began in 2020. Detective Tumblison brought the case to its pinnacle by executing a search warrant on a Mayfield resident that was suspected of major gang activity, including drug manufacturing/trafficking, felonious assault, and illegal weapons offenses. The suspect was indicted for murder but found not guilty in a jury trial. The search yielded bulk amounts of crystal meth, fentanyl, and a stolen gun. Detectives Evans and Briley assisted at the scene along with Bexley patrol officers Ron Moss, Mellison Davis, John Kim and Sergeant Otte also providing support. We also received K9 assistance from the Ohio State Highway Patrol and Detective Slosser of Whitehall PD. As you can imagine, this was a labor-intensive endeavor but thanks to the professionalism of all those involved, this potentially dangerous operation went without incident.

Statistics:

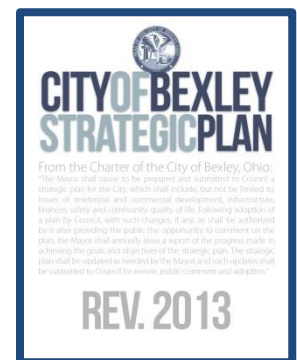
Dates	Calls for Service	Reports	Thefts	Burglaries	Robberies	Arrests
1/1 - 9/8/2021	8661	1229	188	37	10	299
1/1 - 9/8/2020	8751	1091	191	63	8	285
9/8/20 - 9/8/21	11825	1698	296	59	13	392
9/8/19 - 9/8/20	13529	1606	273	90	10	415

Recreation Board Meeting:

- The Recreation Board met on Wednesday, September 1st at 5:30p at City Hall. The next schedule Recreation Board meeting is Wednesday, October 6th at 5:30p at City Hall.
 - The board was updated on the following:
 - Schneider Park Ribbon Cutting Event
 - Splish, Splash & Dash – Youth Triathlon
 - Jeffrey Park Planning
 - Jeffrey Mansion Project
 - Pool End of Year Programming
 - COVID-19 Policies

2013 Strategic Plan Review – Recreation and Parks:

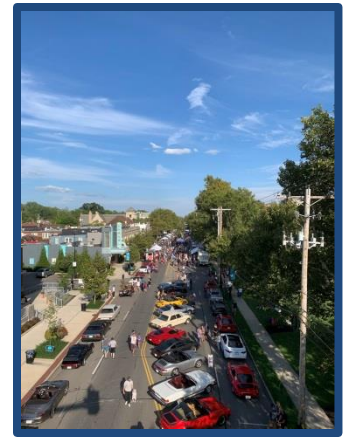
- Mayor Kessler and I recently reviewed the 2013 Strategic Plan to evaluate the status of the Recreation and Parks goals as set forth in the document. Here is a list of the goals and their current status:
 - Create the Alum Creek Park – Nearly Complete. Still need to connect the path at Main Street and working toward the addition of the dog park.
 - Increase Recreation Field and Facility Opportunities – Improvements made with the Jeffrey Mansion expansion, the development of the Schneider Park Athletic Field, playground and shelter house, and the construction of the Solomon Pickleball Courts. We will continue to evaluate the potential for a senior center space and community center as well as additional athletic field opportunities.
 - Unify Community Day Care Needs – Completed with the creation of the successful BACPack program.
 - Recreation Transfer Reduction – Completed
 - Improve Utilization of Social Media – Improvements have been made, but it continues to be a work in progress.
 - Create a Park Plan and Forest Management Plan for Jeffrey Park – Incomplete. The recreation board as well as the administration has been discussing this over the past six months plus. We anticipate building costs associated with the development of this plan into the 2022 budget.
 - Create a Strategic Plan for the Recreation and Parks Department – Incomplete. This will be a project that we will begin turning our focus toward.



Labor Day Block Party - Review:

- The 2021 Labor Day Block Party, which partnered with the Bexley Brewfest as well as the Main Event Movie Series, was a huge success.
- The event was held on Capital's front lawn and Main Street. The location worked out terrifically well and we received a number of complements on the event itself.

- Thank you to Capital University, including the men’s lacrosse and football teams for all of their amazing support. This event would not have been possible without their incredible support. Thank you to Bexley PD for the execution of the street closure and traffic control. Thank you to the Service and Recreation maintenance staff for all their hard work to put this event together. Thank you to all the wonderful volunteers.
- As you can tell this event took the help and support from so many departments and community members. It was another great example of coming together as a community.
- We are very excited about planning for this event again next year.



COVID-19 Policy Update:

- We continue to regularly review our COVID-19 policies and procedures as a department and on an individual program level.
- We continue to meet the current federal, state, and local guidelines and in many cases go above and beyond them.
- We have implemented the updated order from the City of Bexley and continue to talk with officials from the Franklin County Public Health and Bexley COVID Taskforce to review plans for specific programs and activities, using their guidance to craft plans for all that we offer.

David H. Madison Community Pool:

- As we have done every year, the David H. Madison Community Pool was free for all residents on Labor Day. The turnout was very strong for the last day of the pool for the 2021 season.
- On Tuesday, Sept. 14th, we held the annual Paws in the Pool event. We had over 80 dogs in attendance and a fun time seemed to be had by all.
- We are in the process of performing our end of year review and are planning on providing a full report at the October Recreation Board meeting. Thank you to all of the staff involved in the operation of the pool facility.





September 14, 2021 **MAYOR'S UPDATE**

Coming up in Bexley:

Thursdays, 4:00-7:00 pm:	Farmers' Market
September 16, 4:00 pm:	Tree Commission Meeting
September 21, 6:00 pm:	ESAC Meeting
September 22, 6:00 pm:	CIC Meeting
September 22, 6:30 pm:	City Council Candidates Night at Bexley Public Library
September 23, 6:00 pm:	BZAP Meeting
September 28:	City Council Meeting
October 1, 6:00 pm:	Bexley's Got Talent / Last Main Event of 2021
October 5, 6:30 pm:	Board of Education Meeting
October 6, 5:30 pm:	Recreation Board Meeting
October 8:	Hispanic Heritage Month food truck event
October 11, 5:30 pm:	Bexley Historical Society Meeting
October 12:	City Council Meeting
October 28:	Trick-or-Treat observed
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 COVID Task Force and Mayor Ginther regarding COVID-19 surge and mask mandate
- COMMA Executive Committee Meeting
- Attended COMMA meeting
- Participated in BPD Interviews
- Reviewed Rumpke Contracts
- Staffed Bexley Re-Cycle Bikes Workshop
- Attended Ohio Environmental Council Board Meeting
- Coordinated final set up details and staffed the Cookout Trailer for the Labor Day Block Party
- Attended ARB Workshop
- Responded to resident and business inquiries and comments regarding mask mandate
- Met with individuals interested in purchasing Bexley Bed and Breakfast
- Met with Recreation Department to discuss senior/community center options
- Met with Bexley Square regarding Landscaping, Snow Removal, and Dumpster Improvements

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



Labor Day Block Party - a Success!

Huge thanks to the Rec Department, Service Department, and Police Department for helping us pull off a great community celebration over Labor Day weekend. We received a lot of positive feedback on the event, and think we might have just stumbled upon a new tradition.

Capital Easement/Alum Creek Corridor Update

Details of the recreation easement have been finalized, and an ordinance is before council to approve. The easement is generously being donated by Capital University, and will allow the installation of the long-planned dog park, as well as fuller use in general of the Alum Creek natural path area.

COVID-19 Update

On Wednesday, September 8, we joined other cities in the region in announcing a mask requirement for indoor public spaces, regardless of vaccination status, effective September 10. The requirement applies to those portion of businesses open to the public as well as those portions of City-owned facilities open to the public. This requirement does not apply to schools or places of worship.

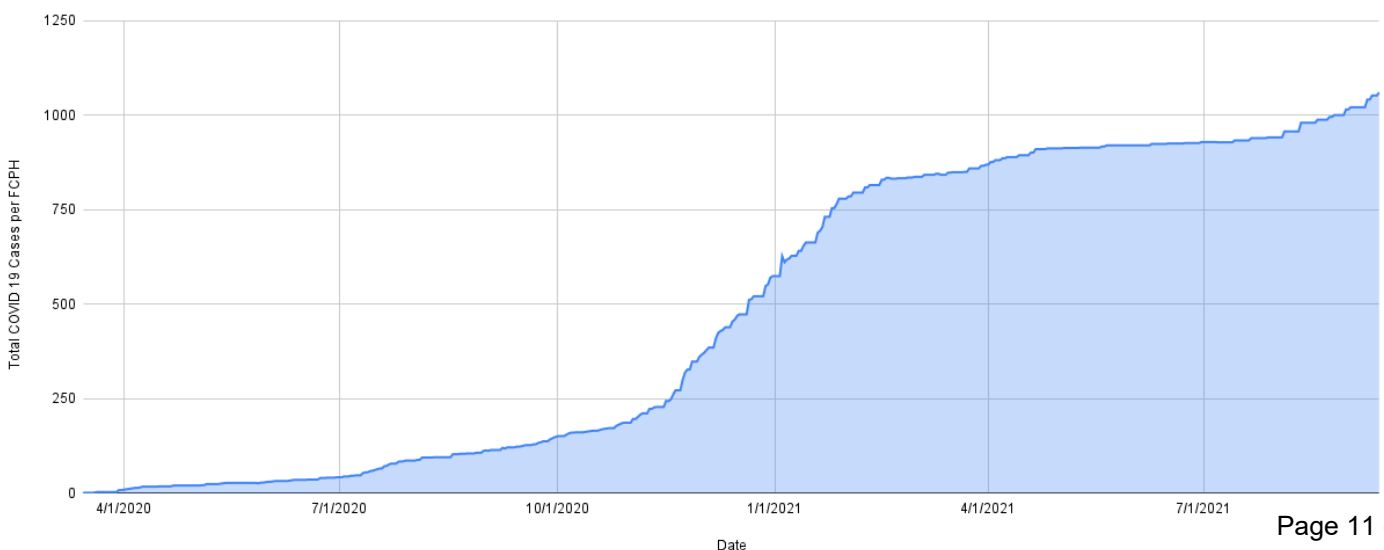
The Delta variant, which is now prevalent throughout Ohio, can infect and spread among vaccinated individuals and is much more transmissible than earlier variants. The masking policy in Bexley comes as a result of rising COVID-19 cases and the continuing vulnerability of unvaccinated youth in Bexley, as well as an effort to slow the current wave of infections, which is overloading our healthcare systems, compromising the ability of our providers to maintain healthcare services to all.

Communication of the new requirement included:

- Announcement message on CoB Facebook page followed by Bexley Blast article
- Communication to City management team, elected officials, and the COVID-19 Task Force
- Creation and delivery of letters and updated signage to Bexley businesses
- Prompt response to emails and calls expressing concerns about masking requirements.

While resident complaints have been received and evaluated, the overall community response has been positive, with many residents and businesses owners expressing gratitude for this change.

Bexley COVID-19 Cases







MASKS REQUIRED

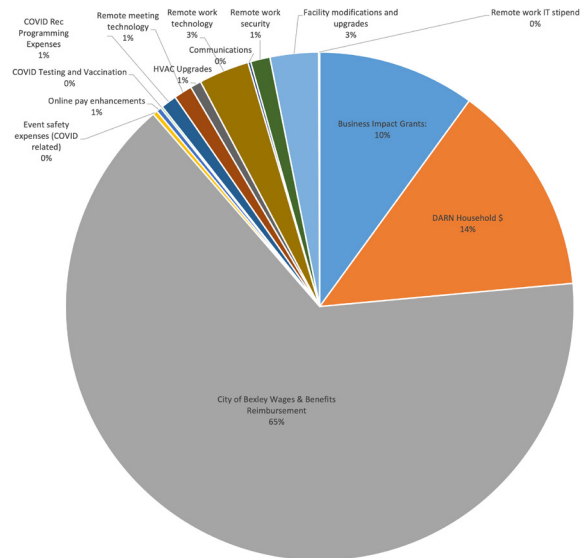
Please be understanding of those with valid exceptions to mask orders.

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



**Mayoral Proclamation and Executive Orders
Amended September 10, 2021**

WHEREAS: The COVID-19 global pandemic has necessitated special consideration of public health guidelines, resulting in the need for flexibility and quick action relating to public health and related business regulations; and

WHEREAS: In the event of a “... disaster affecting life and property and which substantially impairs the functioning of the City government and its ability to protect the lives and property of the people,” the Mayor is authorized to proclaim the existence of a State of Emergency in the City; and

WHEREAS, in the City of Bexley there is a current threat of an acutely hazardous disease, illness, or health condition; specifically, COVID-19, that is believed to be caused by the appearance of a novel infectious agent and Franklin County, where Bexley is located, has been designated by the Center for Disease Control and Prevention as currently having high community transmission levels, characterized by more than 100 new cases per 100,000 persons in the past seven days, and more than 10 percent of positive nucleic acid amplification tests (NAATs) tests during the past seven days; and

WHEREAS, the Centers for Disease Control and Prevention (CDC) estimates the Delta variant of the coronavirus now accounts for more than 90 percent of all sequenced coronavirus cases in the U.S.; and

WHEREAS, Franklin County Public Health and Columbus Public Health have determined the Delta variant is currently the most dominant strain of COVID-19 locally, has spread quickly among unvaccinated people of all ages, and has shown the ability to infect fully vaccinated individuals, cause symptomatic illness, and be spread to others; and

WHEREAS, the Delta variant is more aggressive and more transmissible than previously circulating strains and poses significant new risks in the ongoing effort to slow and stop the spread of the virus; and

WHEREAS, central Ohio hospital systems are experiencing increased numbers of COVID-19 cases and increased numbers of hospital beds and ICU beds utilized by COVID-19 patients; and

WHEREAS, staffing levels in central Ohio hospital systems are alarmingly low, taxing the ability of hospitals to provide COVID-19 care while tending to the community's other critical healthcare needs; and

WHEREAS, COVID-19 cases for 5 to 11-year-olds and 12 to 17-year-olds have increased significantly over the past month, and slowing the spread is critical to the health and wellbeing of young people and to continuing safe, in-person learning in central Ohio school districts; and

WHEREAS, the CDC has recognized vaccination as the leading public health prevention strategy to end the COVID-19 pandemic, and vaccines are safe, effective, and widely available to any eligible resident; and

WHEREAS, while over 738,353 Franklin County, Ohio residents have been fully vaccinated against COVID-19, in order to protect against the rapid spread of the Delta variant, additional steps are necessary to ensure that the number of vaccinated residents continues to increase; and

WHEREAS, social distancing, face coverings and other public health precautions have proved to be critical in slowing and stopping the spread of COVID-19; and

WHEREAS, face coverings can decrease the spread of respiratory droplets from people, and evidence has grown, as shown in numerous recent studies, that the use of face coverings decreases the spread of COVID-19 within populations; and

WHEREAS, the CDC has issued guidance recommending wearing a mask indoors in public in most circumstances, even for fully vaccinated people, as well as where required by federal, state, local, tribal, or territorial laws, rules, and regulations, including local business and workplace guidance; and

WHEREAS, some people have medical or behavioral health issues, disabilities, or other physical reasons that necessitate that they be exempted from wearing a face covering; and

WHEREAS, the spread of COVID-19 is a disaster that continues to affect and threaten the lives of the citizens of the City of Bexley and substantially impairs the functioning of city government and its ability to protect the lives and property of the citizens of the City of Bexley;

NOW, THEREFORE, I, BENJAMIN J. KESSLER, Mayor of the City of Bexley, by virtue of the authority vested in me by the Ohio Constitution, the Charter of the City of Bexley, the Codified Ordinances of the City of Bexley, including Section 648.09 (Mayor's Emergency Powers), and consistent with Section 660.02 (Spreading Contagion), do hereby find and proclaim that the threat of a COVID-19 outbreak in the City of Bexley constitutes a State of Emergency, first declared on March 15, 2020. Pursuant to this amended proclamation, I hereby issue the following executive orders:

Section 1. Enforcement of state and federal orders.

All state and federal orders relating to the containment of COVID-19 contagion shall be enforceable via Section 648.09 and Section 660.02.

Section 2. Order Regarding Temporary Signage at Commercially Zoned Properties.

Restrictions on temporary signage at commercially zoned properties are hereby lifted for the duration of this order.

Section 3. Temporary Expansion of Restaurant Patios

In order to accommodate safe distancing at restaurant patios, restaurants may apply for administrative approval for temporary expansion of patio space through the Building Department.

Section 4. Order Regarding Temporary Facilities for COVID-19 Testing and Vaccination

In order to accommodate rapid deployment of COVID-19 testing and vaccination, businesses and institutions wishing to establish temporary facilities related to COVID-19 testing and vaccination may apply for administrative approval of applicable temporary facilities.

Section 5. Order Regarding Masking in Public Spaces

Due to enhanced transmissibility of the Delta variant of COVID-19 and the lack of availability of the vaccine for certain age groups, the following order is established to require masking in indoor public spaces.

- 1) Definitions: For the purposes of this executive order:
 - a) "Face covering" means a covering of the nose and mouth that is secured to the head with ties, straps, or loops over the ears or is simply wrapped around the lower face. A Face Covering can be made of a variety of synthetic and natural fabrics, including cotton, silk, or linen. Ideally, a Face Covering has two (2) or more layers. A Face Covering may be factory-made, sewn by hand, or can be improvised from household items such as scarfs, bandanas, t-shirts, sweatshirts, or towels. These Face Coverings are not intended for use by healthcare providers in the care of patients.
 - b) "Surgical Mask" means American Society for Testing and Materials ("ASTM") Level 1, 2, or 3 approved procedural and surgical masks. An N95 respirator approved by the National Institute for Occupational Safety and Health ("NIOSH") (or a respirator from another country allowed by the Occupational Safety & Health Administration, the Food & Drug Administration, or the CDC, meet both the Face Covering and Surgical Mask requirements of this Executive Order.

- 2) Where Face Coverings are required: All individuals are required to wear face coverings over the individual's nose and mouth in indoor areas accessible to the public, unless otherwise exempted, as follows:
 - a) While inside a place of business as to the areas within the place of business that are accessible to, and are intended for the use of, the public;
 - b) While inside a City of Bexley operated building or facility as to the areas within such facility that are accessible to, and are intended for the use of, the public;
 - c) In certain high-density occupational settings where social distancing is difficult, such as manufacturing, construction, and agriculture and to include businesses or operations within North American Industry Classification System (NAICS) sectors 311 to 339 (manufacturing), 236 to 238 (construction), and 111, 112, 1151, and 1152 (agriculture);

- 3) Exemptions: This Executive Order does not require Face Coverings for, and a Face Covering does not need to be worn by, a worker, customer, or patron who:
 - a) Should not wear a Face Covering due to any medical or behavioral condition or disability (including, but not limited to, any person who has trouble breathing, or is unconscious, or incapacitated, or is otherwise unable to put on or remove the face covering without assistance)
 - b) Is under six (6) years of age;
 - c) Is actively eating or drinking;

- d) Is actively engaged in exercise, sport, coaching, or officiating in a training, recreational, or competitive capacity;
 - e) Is seeking to communicate with someone who is hearing-impaired in a way that requires the mouth to be visible;
 - f) Is giving a speech or performance for a broadcast or to an audience;
 - g) Is working at home or is in a personal vehicle;
 - h) Is temporarily removing his or her Face Covering to secure government or medical services or for identification purposes;
 - i) Would be at risk from wearing a Face Covering at work, as determined by local, state, or federal regulations or workplace safety guidelines;
 - j) Has found that his or her Face Covering is impeding visibility to operate equipment or a vehicle;
 - k) Is a child whose parent, guardian, or responsible person has been unable to place the Face Covering safely on the child's face;
 - l) Is within a religious facility, is leading a religious service in a building serving as a religious facility, or is otherwise engaged in First Amendment protected activities;
 - m) Is in a facility owned and operated by the State of Ohio and/ or the Federal Government.
 - n) Law enforcement officers, firefighters, EMTs and other first responders, while encouraged to wear Face Coverings and practice social distancing when practicable, are specifically exempt from this order while engaged in the exercise of their duties outside of an office or business-type setting.
- 4) Application of Exemptions: Anyone who declines to wear a Face Covering for any of the reasons which constitute an exemption should not be required to produce documentation or any other proof of a condition. Children under six (6) years of age should not be required to wear a Face Covering.
- 5) Right to refuse service and provision of masks
- a) Businesses who observe a violation of this Section have a right to refuse service based upon the violation.
 - b) Businesses are encouraged to make face coverings available for customers upon request. The City will facilitate sourcing face coverings on an as-available basis.
- 6) Enforcement Process
- a) The enforcement of this Section shall be coordinated with Franklin County Public Health, consistent with the authority granted by Bexley Codified Ordinance Section 648.09.
 - (1) Citations under this Executive Order shall be written only to businesses or organizations that fail to enforce the requirement to wear Face Coverings; this order's purpose is to impose organizational criminal liability pursuant to Bexley Codified Ordinances Section 606.08. Businesses and organizations are entitled to rely on their customers' or patrons' statements about whether or not they are exempted from the Face Covering requirements, and businesses and organizations do not violate this Executive Order if they rely upon such statements.

- (2) Law enforcement personnel are not authorized to criminally enforce the Face Covering requirements of this Executive Order against individual workers, customers, or patrons.
- (3) However, if a business or organization does not allow entry to a worker, customer, or patron because that person refuses to wear a Face Covering, and if that worker, customer, or patron enters the premises or refuses to leave the premises, law enforcement personnel may enforce the trespassing laws and any other laws that the worker, customer, or patron may violate.

2) Places of Worship and Educational Institutions

This mandate does not apply to places of worship or educational institutions. Places of worship and educational institutions are urged to follow current guidelines as propagated by the Centers for Disease Control and Franklin County Public Health Department.

3) Effective Date

- a) Section 6 shall be in full force and effect on and after September 10, 2021.

Section 6. Prohibition Against Refusing Service on the Basis of Face Coverings

Owners and operators of places of public accommodation may not require the removal of face coverings or masks in public spaces.

Section 7. Duration of orders.

These orders shall be in full force and effect on and after September 10, 2021 and will continue to be in effect until such time as the Proclamation of Emergency is lifted or the order is superseded by ordinance of City Council. This order may be modified or extended at any time if public health conditions warrant.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Bexley, Ohio, to be hereto affixed this 10th day of September, 2021.



Mayor Benjamin J. Kessler

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



City Council Meeting Minutes

Tuesday, August 24, 2021

6:00 PM

1) Call to Order

City Council President, Lori Ann Feibel, called the meeting to order at 6:01 pm.

2) Roll Call of Members

Council Members in Attendance: Matt Klingler, Monique Lampke, Richard Sharp, Lori Ann Feibel, Troy Marcum, Jessica Saad, Jennifer Robinson

Council Members Absent: None

3) Pledge of Allegiance

4) Special Guests

- A) Peter Bardwell to Receive Proclamation for Service on the Bexley Architectural Review Board

Mayor Kessler presented this proclamation.

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).

Mr. Sharp moved to take Ordinance 24-21 and Ordinance 12-21 off the table for the purpose of discussion.

Mr. Klingler seconded.

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

Motion passed 7-0.

C) Special Presenter: Chris Bailey with AEP

Mr. Chris Bailey of American Electric Power presented the Renewable Aggregation Update. Mayor Kessler provided some additional comments on the topic and a discussion followed with multiple questions and comments from Council Members regarding this topic. Mr. Bailey answered many of the questions and offered to follow up on some items. Mr. Bailey will also provide the presentation to Council members.

Council President Feibel thanked Mr. Bailey for his time and encouraged Council members with additional questions to send them to her by September 8th. Ms. Feibel also encouraged the public to bring questions up at the end of the meeting during Public Comment time.

Mr. Sharp moved to table Ordinance 12-21 and Ordinance 24-21.

Mr. Klingler seconded.

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

Motion passed 7-0.

6) Presentations

7) Public Comments

8) President's Report

Council President Feibel congratulated the Recreation Department on the success of Splish, Splash, and Dash and thanked Council Members who assisted for this event. Ms. Feibel also invited everyone to attend the Free Jazz Concert at Havenwood Park. Ms. Feibel acknowledged the work of the Bexley Celebrations and Events committee and encouraged everyone to attend these events. Ms. Feibel also talked about the Labor Day Block Party, which she knows Mr. Price and Mr. Kessler will address in their reports. Ms. Feibel also wished all students a very happy school year.

Ms. Robinson asked if there was an announcement of winners for the Splish, Splash, and Dash event. Ms. Feibel believes this information is posted, but said Mr. Price can speak to this during his report.

9) City Attorney Report

Mr. Fishel reminded us that this Fall the City will be negotiating contracts for service employees, and dispatchers and animal control officers.

10) Administrative Update:

A) Service Department- Service Director, Andy Bashore

Mr. Bashore does not have anything to add to his report. Ms. Saad asked Mr. Bashore a question about the placement of LED lights around the City which Mr. Bashore answered. Mr. Bashore will also send a list to Ms. Saad.

B) Police Department Update- Chief Rinehart

Chief Rinehart is out of the office this week. Mr. Kessler did note that the ever active Police Alumni group carried out the Fill a Cruiser supply drive despite significant rain.

C) Recreation and Parks Update- Mike Price

Mr. Price has nothing to add to his report, but thanked Council Members who volunteered for Splish, Splash, and Dash. Mr. Price thanked Ms. Feibel in particular for her efforts in coordinating volunteers.

D) Finance Department Update- Bill Harvey

Mr. Harvey highlighted some items in the July 2021 Finance Report, and also stated that we've received over \$700,000, which is the first payment of the American Recovery Plan. Mr. Klingler asked a question regarding the Grants line, which Mr. Harvey answered.

E) Mayor's Update

Mayor Kessler provided some highlights of his report, including upcoming City events, progress on the Drexel Avenue Engineering Update, the Dog Park Project, the timeline for the update to the City of Bexley Strategic Plan, Livingston Avenue Plan Update, a COVID-19 update wherein he invited any interested Council member to attend a Bexley COVID Task Force Meeting. Ms. Feibel added some additional information on this topic. Mr. Kessler also provided an update on the CARES Act Fund Expenditures. Ms. Lampke asked about the status of City Hall and whether City Hall employees are in person or working remotely, which Mr. Kessler answered, stating that City Hall is open during normal hours and employees are working in person, with CDC-recommended mask wearing practices.

Mr. Markham recognized DARN and other organizations who worked hard to ensure that residents impacted by COVID-19 were supported through household impact grants funded from CARES Act funds, Ms. Feibel, Mr. Kessler, and Mr. Harvey added their acknowledgement and gratitude for this work.

Mr. Sharp asked Mayor Kessler a question about the Jewish Center Coordinator, which Mr. Kessler answered.

Mr. Sharp also commented on the Administrative Reports as a whole, and encouraged Council to consider in the future the potential of allowing public comments and questions at some point during these discussions.

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

Mr. Fishel read the items on the Consent Agenda.

Mr. Markham moved to pass the Consent Agenda.

Mr. Klingler seconded.

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

Motion passed 7-0.

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)

Ms. Robinson spoke about this Ordinance 28-21 and briefly discussed the importance of this ordinance.

Ms. Robinson moved to pass Ordinance 28-21.

Ms. Lampke seconded.

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

Motion passed 7-0.

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)

Mr. Markham summarized this Ordinance.

Mr. Markham moved to suspend the Three Reading rule

Mr. Klingler seconded.

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

Motion passed 7-0.

Mr. Markham moved to adopt Resolution #09-21

Mr. Klingler seconded.

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

Motion passed 7-0.

- 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 presented this ordinance. Ms. Feibel reminded Council members that there is a public hearing on this matter on September 21. Ms. Robinson asked a question which Mr. Kessler answered.

- 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)

Mr. Markham presented this ordinance. Mr. Sharp asked a question which Mr. Price answered. Mr. Markham requested this Ordinance to be moved to the Consent Agenda for the next meeting.

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)

Mr. Markham presented this ordinance. Mr. Sharp asked a question regarding the project this ordinance involved which Mr. Kessler answered.

- 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)

Mr. Markham presented this ordinance.

- 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)

Ms. Lampke presented this ordinance and asked Mr. Kessler to bring Council up to date. Mr. Kessler provided additional information about this appointment.

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)

Mr. Markham moved to remove Ordinance #27-21 from the table for discussion.

Ms. Lampke seconded.

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

Motion passed 7-0.

Mr. Markham asked Mr. Kessler to present updated information. Mr. Kessler discussed his research on the electric sweeper. Mr. Kessler then invited Mr. Price to present more information on the Commonwealth Field project. Mr. Price provided additional information regarding this project. Ms. Feibel asked if doing both fields at the same time would impact programming and Mr. Price acknowledged it would be difficult and would prefer to not have both fields down at the same time. Mr. Sharp added a comment in agreement with doing one section at a time. Mr. Sharp asked for additional information about the retention pond plan, but stated he's agreeable to proceeding with a vote so long as Mayor Kessler can meet with Mr. Sharp to review that plan. Mr. Kessler will forward the plan to Mr. Sharp for future discussion.

Mr. Klingler asked a question about potential location of the speed reduction vehicle, which Mr. Kessler answered. Mr. Harvey also asked a question about the speed reduction vehicle, which Mr. Kessler answered.

Mr. Markham moved to approve the amended ordinance

Ms. Robinson seconded

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

Motion passed 7-0.

16) Service and Environmental Committee - Richard Sharp, Chair

Mr. Sharp acknowledged the increase in homicides in the Central Ohio area and recognized Mr. William Harris for his life and extended his condolences to the Harris family. Mr. Sharp encouraged Council members to work with leaders of both parties to evaluate and discuss this issue in efforts to work toward a solution. (Around 8:00 pm mark)

17) Finance Committee - Troy Markham, Chair

A) Motion to approve payment of invoices payable associated with the Broad Street Median Grant

Mr. Markham invited Mr. Kessler to speak regarding the request for this Motion. Mr. Kessler presented the invoices and some supporting information to the situations.

Mr. Markham moved to approve the payment of invoices presented

Mr. Sharp seconded.

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

Motion passed 7-0.

Mr. Markham also provided an update on last week's CIC meeting where the mural project was discussed. Mr. Markham also reported the Pilates studio is open and the CIC viewed a Bexley trash enclosure.

18) Safety and Health Committee - Jen Robinson, Chair

Ms. Robinson has nothing to report but encouraged everyone to stay safe and wear masks inside.

19) Zoning and Development Committee - Jessica Saad, Chair

Ms. Saad reported some upcoming meetings including:

BZAP which will meet at 6:00 pm on Thursday, August 26.

ARB will meet at 6:00 pm on September 9.

CIC will meet at 6:00 pm on September 22nd.

Ms. Saad also reported she had the pleasure of serving with the Bexley Education Foundation to serve coffee and meet families on the first day of school. She thanked the Bexley Education Foundation for providing this event to Bexley families.

Ms. Saad also reminded everyone that the Bexley Chamber of Commerce Taste of Bexley will be outdoors on Thursday, September 23 from 5-8pm at Clifton Meadows. Ms. Feibel also added the Chamber of Commerce is looking for volunteers for that event, and encouraged anyone interested to reach out to Elaine Pelz at the Chamber.

20) Recreation and Parks Committee - Matt Klingler, Chair

Mr. Klingler reported the work on Broad near Saint Charles is related to the installation of a new storm sewer. Mr. Klingler also mentioned the Trash to Treasure sale on September 11 from 10am-5pm and Sunday, September 12, 12-5pm. Donations for this sale can be made at the old Art with Anna location on Cassady Avenue on Tuesday, August 31st from 10am to 12pm or at Jeffrey Mansion the week before the sale, Tuesday to Thursday from 10am to 3pm. Mr. Klingler acknowledged the Bexley Brewfest which will take place on Labor Day Block Party and reported good feedback on DORA.

21) Judiciary and Strategic Committee - Monique Lampke, Chair

Ms. Lampke stated she starts the FBI Citizen Academy next week.

22) Public Comments (No Speaker Slip Required)

Constance Lewis 663 Euclaire spoke briefly regarding the welcoming of new Capital University students.

23) Adjourn

Mr. Klingler moved to adjourn the meeting.

Ms. Robinson seconded.

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

Motion passed 7-0.

Ms. Feibel adjourned the meeting at 8:10 pm.

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

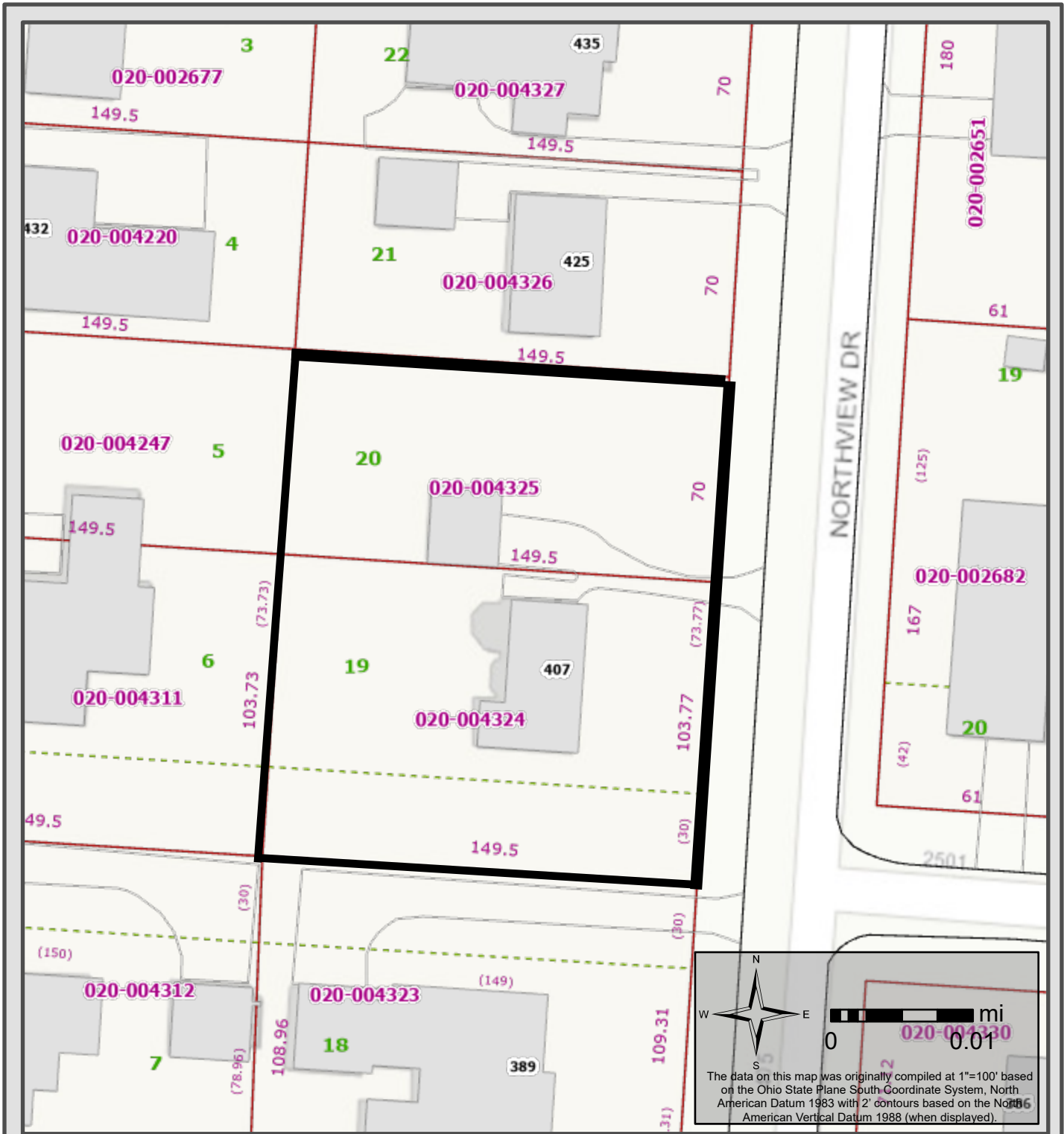
Dated: _____

Clerk of Council

Dated: _____, 2021

President of Council

Dated: _____



Franklin County Auditor's Office Auditor

Michael Stinziano
Map Produced July 16, 2021



Planimetric Legend
Source: 2018 Aerial Photography

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

Appraisal Legend
Source: Franklin County Auditor & Engineer

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

Topographic Legend
Source: OSIP - 2011 LIDAR Collection

- Spot Elevation
- Index Contour
- Intermediate Contour

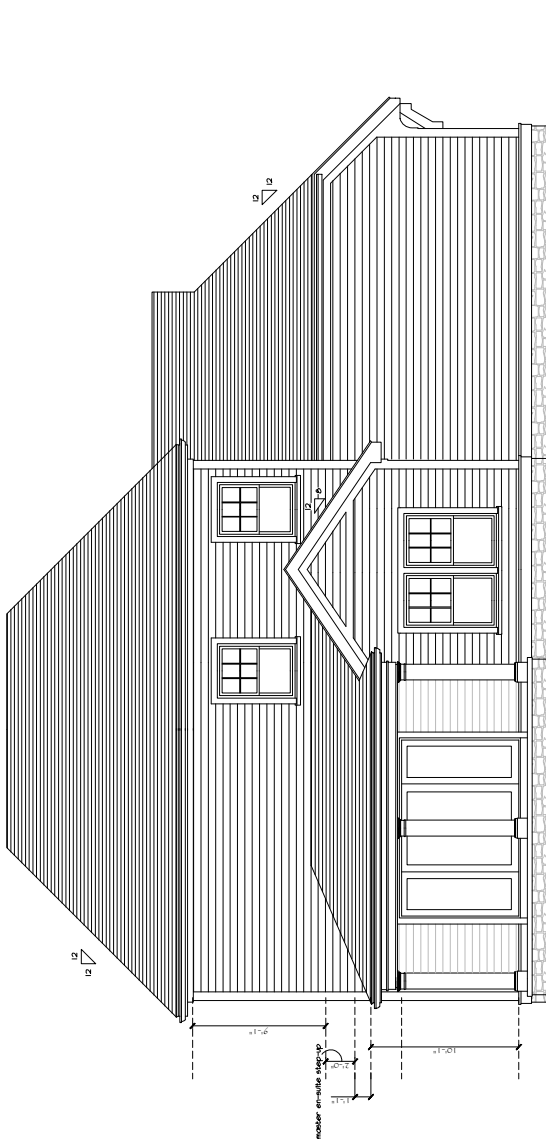
- Condominium Boundary
- County Boundary
- City or Village Boundary
- Tax District Boundary
- School District Boundary
- Zip Code Boundary

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

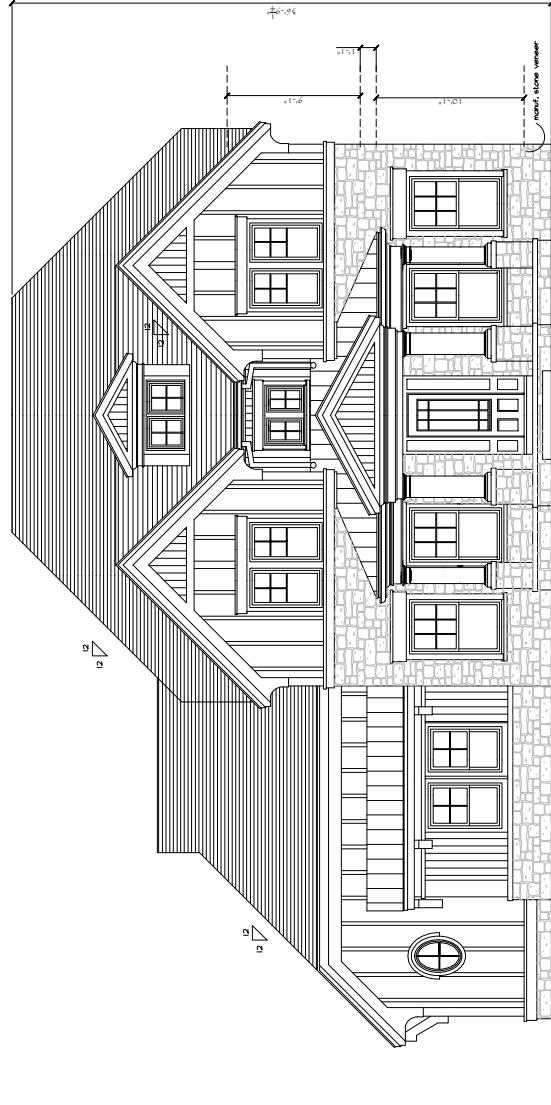
PRINT DATES	
DATE	TYPE



C. David Johnson License # 93158
 Expiration 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. Johnson, E. C. T.
 10000 Woodmonte Blvd.
 Columbus, OH 43240
 614.233.2366
 www.pillarhomes.com

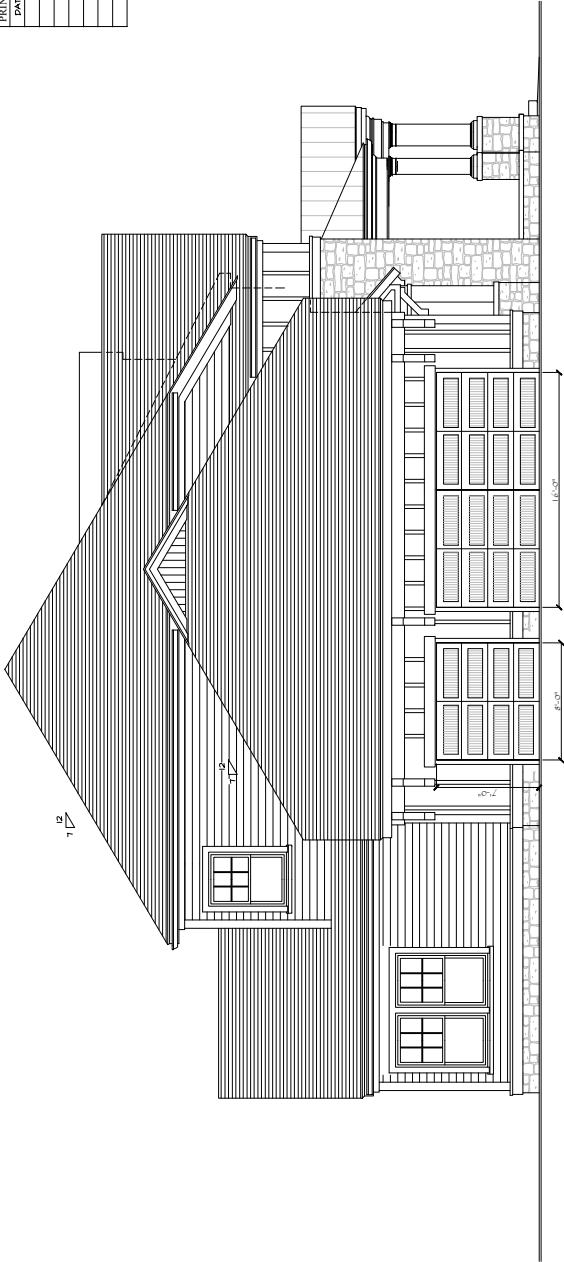
Professional Engineer
 License # 93158
 Expires 12/31/21

30
 A.S.P.

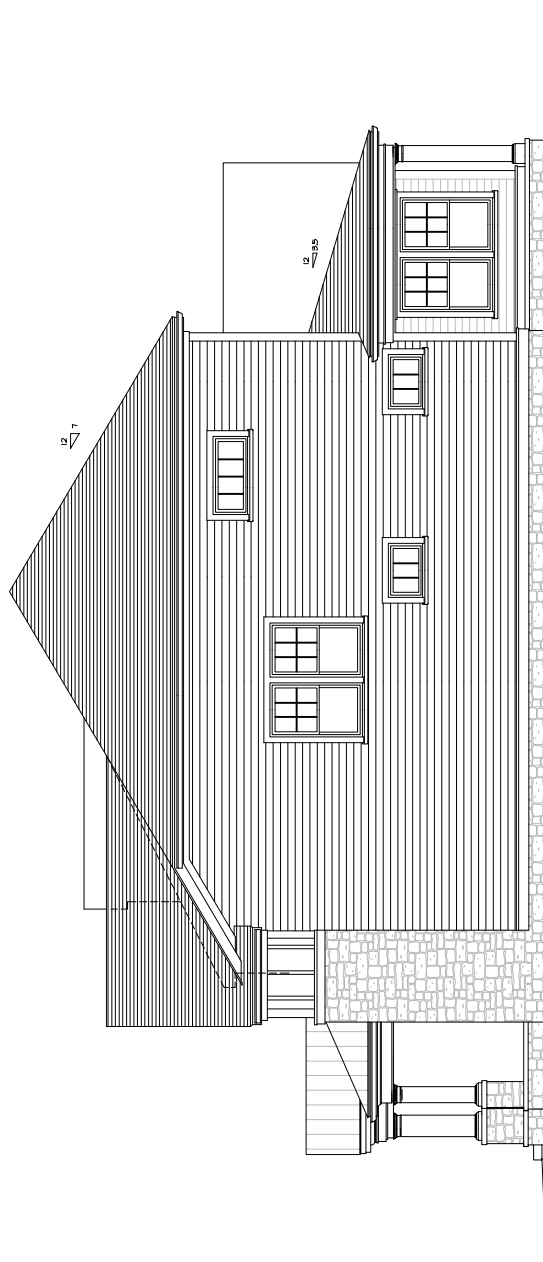
7-1-21

PRINT DATES
DATE: TYPE:

STATE OF OHIO
DIVISION OF ARCHITECTURE
RECEIVED
C. David Johnson License # 9118
Expiration Date: 12-31-21



C
A31
LEFT ELEVATION
Scale: 1/4" = 1'-0"



D
A31
RIGHT ELEVATION
Scale: 1/4" = 1'-0"



Li/Liu Residence
407 North View Dr.
Beeley Ohio

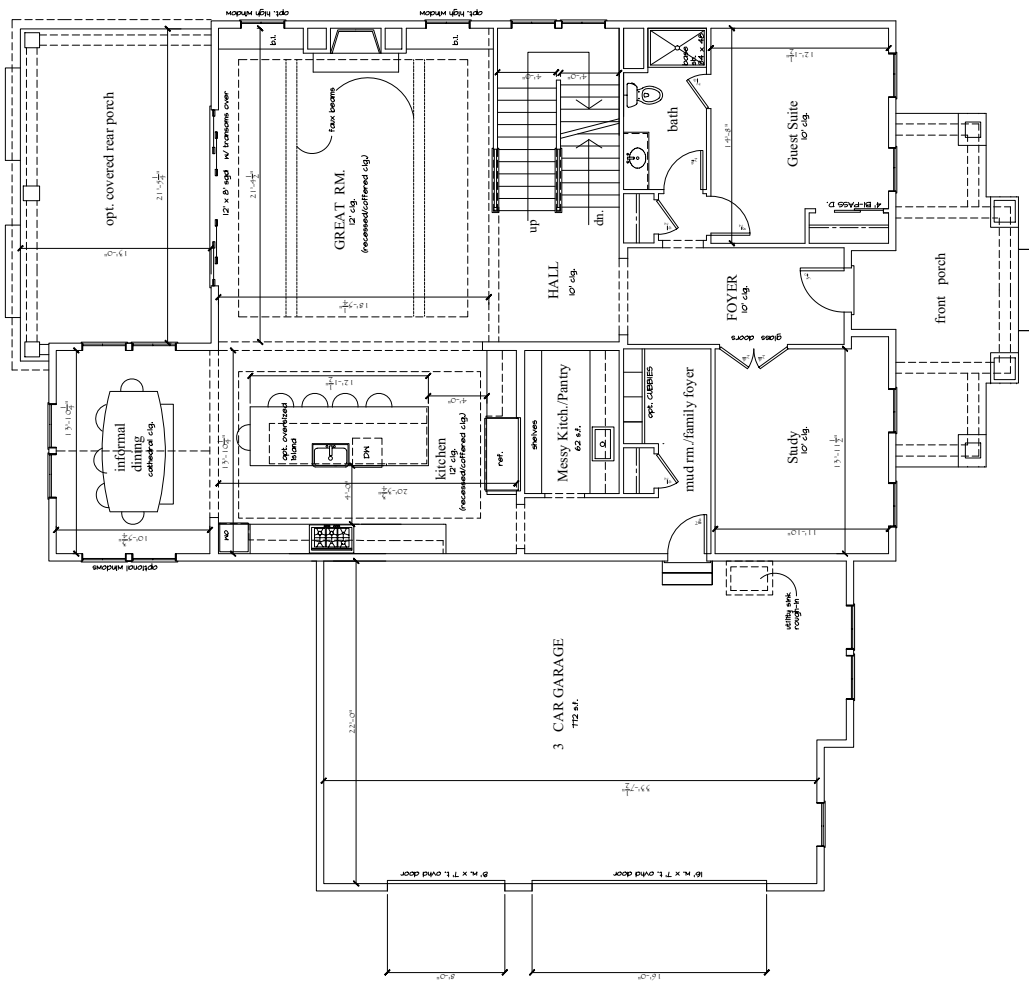
C. David Johnson
A R C H I T E C T
111 W. Broad Street
Columbus, OH 43206
614.291.1111
www.cjohnsonarchitect.com

DATE: TIME:

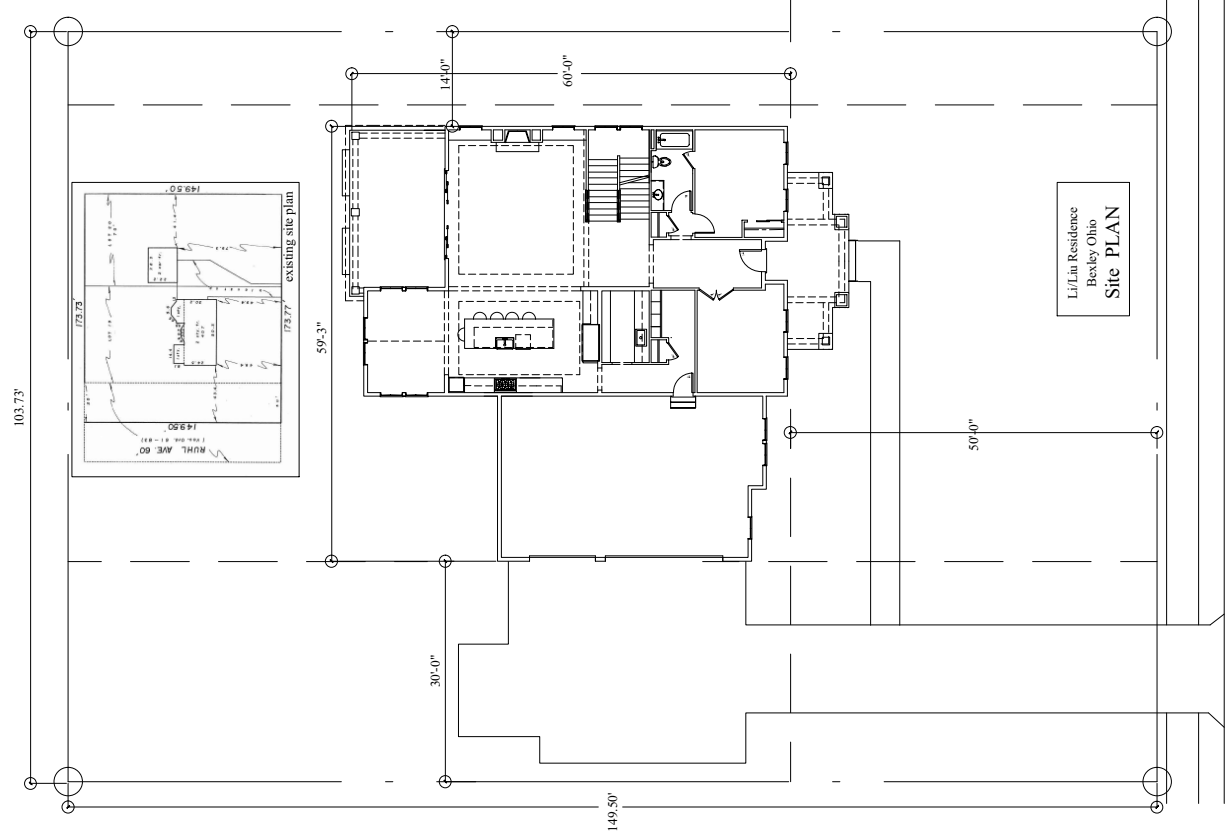
7-1-21

review plan

Scale: 1/4" = 1'-0"



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



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

Liu/Liu Residence
 407 North View Dr.
 Bexley Ohio

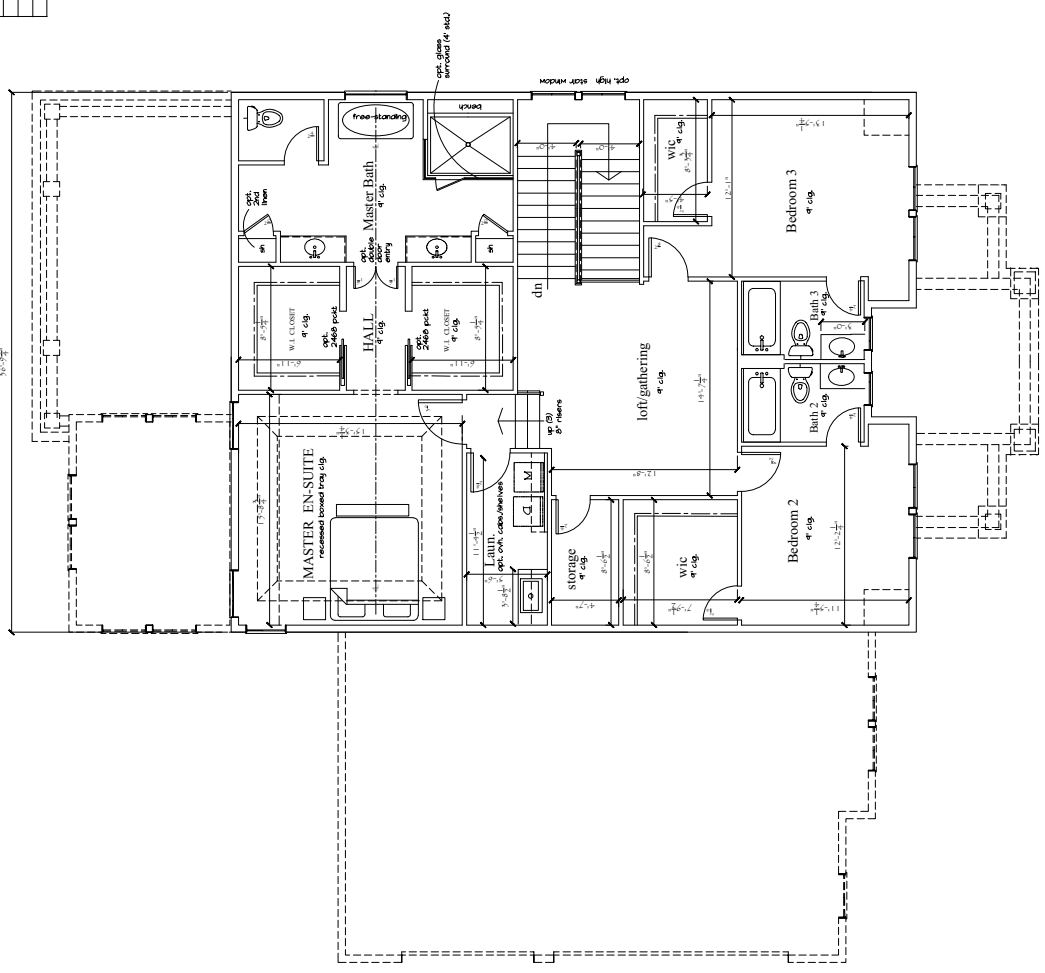
C. David Johnson
 ARCHITECT
 10000 Woodloch Forest Dr.
 Columbus, Ohio 43240
 (614) 233-2266
 (614) 233-2267
 cjohnson@cdjohnson.com
 www.cdjohnson.com



PRINT DATES

DATE	TYPE

STATE OF OHIO
 ARCHITECTURAL REGISTRY
 C. David Johnson's License # 9138
 Expiration Date: 12-31-21



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



Lij Liu Residence
 407 North View Dr.
 Bexley, Ohio

C. David Johnson
 ARCHITECT
 10000 Woodloch Forest Dr.
 Columbus, OH 43240
 (614) 233-2306
 (614) 233-2307
 CDA@CDJ-ARCH.COM
 www.cdj-arch.com

AKI
 ARCHITECTS
 10000 Woodloch Forest Dr.
 Columbus, OH 43240
 (614) 233-2306
 (614) 233-2307
 CDA@CDJ-ARCH.COM
 www.cdj-arch.com

DATE: 11-15-21
 SCALE: 1/4" = 1'-0"

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.

Project Estimate – Bexley

FRA-40-15.27 106274

Plan Split 1 Drexel Avenue Total - \$292,000

Federal – \$233,600

Local Match - \$58,400

Construction Engineering total - \$13,761

Federal – \$11,009.28

Local Match - \$2,752.32

Total Plan Bexley Plan Split 1 - \$61,152.32

Plan Split 2 100% Bexley Urban Paving Split

Total – \$114,537.76

Broad St. - \$42,000

Drexel Avenue - \$72,537.76

Plan Split 6 Broad Street Total - \$7,000

Federal - \$5,600

Local Match - \$1,400

Construction Engineering Total - \$4,625

Federal - \$3,700

Local Match - \$925

Totals for Bexley

Broad Street - \$44,325

Drexel Avenue - \$133,690.08

These are revised numbers taking in to account the different pavement areas belonging to Bexley and Columbus. These are for estimating purposes only. The final Pavement repair will be determined soon and is expected to be much lower based on information received from the City of Bexley.

Final costs will be based upon bid prices received from the lowest bidder on the project. Project is expected to sell on 2/17/2022.

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. 37 - 21

By: Matt Klingler

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

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

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

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

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

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

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

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

Passed _____, 2021

Lori Ann Feibel, President of Council

Attest: _____
William Harvey, Clerk of Council

Approved: _____, 2021

Ben Kessler, Mayor

First Reading:
Second Reading:
Third Reading:
Passed:

DEED OF EASEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GRANTOR:
Capital University, an Ohio corporation for non-profit

By: _____

Printed Name: _____

Title: _____

Effective Date: _____

STATE OF OHIO,

COUNTY OF FRANKLIN, SS.

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

Notary Public

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

108433\000002\4820-2009-6704v6

**LEGAL DESCRIPTION
0.981 ACRE
EASEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



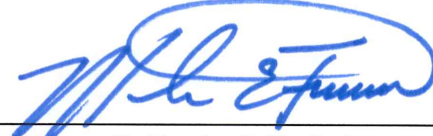

Matthew E. Ferris, P.E., P.S. Date
Registered Surveyor No. 8230 05.27.2020

EXHIBIT A

EXHIBIT A

EASEMENT
0.981 ACRE

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, IN THE CITY OF BEXLEY, AND BEING IN HALF SECTION 20, SECTION 13, TOWNSHIP 5, RANGE 22, REFUGEE LANDS

THE CITY OF BEXLEY
Pcl. No. 020-004750-00
Inst. No. 200801110005550

CAPITAL UNIVERSITY
PARCEL 4
Pcl. No. 020-000108-00
O.R. 29424 PG. A20

THE CITY OF BEXLEY
Pcl. No. 020-004751-00
Inst. No. 200801110005550

CAPITAL UNIVERSITY
PARCEL 3
Pcl. No. 020-000101-00
O.R. 29424 PG. A20

THE CITY OF BEXLEY
Pcl. No. 020-004752-00
Inst. No. 200801110005550

CAPITAL UNIVERSITY
PARCEL 5
Pcl. No. 020-004200-00
O.R. 29424 PG. A20

THE CITY OF BEXLEY
Pcl. No. 020-004753-00
Inst. No. 200801110005550

CAPITAL UNIVERSITY
PARCEL 6
Pcl. No. 020-003027-00
O.R. 29424 PG. A20

THE CITY OF BEXLEY
Pcl. No. 020-004754-00
Inst. No. 200801110005550
0.414 AC.

CAPITAL UNIVERSITY
Pcl. No. 020-004418-00
O.R. 22229 PG. I16

EX. 0.447 AC. EASEMENT
Inst. No. 201302050019637

880 KING AVENUE
COLUMBUS, OHIO 43212
(614) 299-2999
(614) 299-2992 (Fax)
WWW.EPFERRIS.COM

E. P. FERRIS
AND
ASSOCIATES
INC

Consulting Civil Engineers and Surveyors

Scale: 1"=60'



Approx. Waters Edge

PROP. 1.471
ACRE EASEMENT

CAPITAL UNIVERSITY
Pcl. No. 020-004172-00
Inst. No. 201308010129207

POB
0.981 AC.

POC
0.981 AC.

N86°13'22"W
301.15' (M)

CAPITAL UNIVERSITY
Pcl. No. 020-004424-00
Inst. No. 201712290183027

LOT 5

LOT 6

BASIS OF BEARINGS

The West Right-of-Way line of Sheridan Ave, having a bearing of S11°33'36"E, as determined by GPS observation utilizing the ODOT VRS Network, NAD 83 (2011), is designated as the "Basis of Bearing" for this survey.

JOHN HENRY HIKES SUBDIVISION
PLAT BOOK 17 PAGE 243

AMBROSE C. KUHN PARCELS
RESERVE
AUDITORS PLAT BOOK 15 PAGE 36
JOHN HIKES AMENDED
SUBDIVISION
PLAT BOOK 3 PAGE 132

LINE TABLE		
LINE	LENGTH	BEARING
1	68.94'	N86°13'22"W
2	117.12'	N02°41'21"W
3	112.98'	N86°20'13"W
4	31.44'	N10°06'26"W
5	41.31'	N03°44'45"E
6	144.01'	N02°39'28"W
7	27.82'	N08°58'19"W
8	132.55'	S85°51'50"E

SHERIDAN AVE (50')
(PUBLIC ROADWAY)
PLAT BOOK 17 PAGE 243
S11°33'36"E 60.70' (M)



BY: *Matthew E. Ferris*
Matthew E. Ferris, P.E., P.S.
Registered Surveyor No. 8230

DRWN BY: MEF
CHK BY: MEF
DATE: 05-27-2020

584022

**LEGAL DESCRIPTION
1.471 ACRE
EASEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



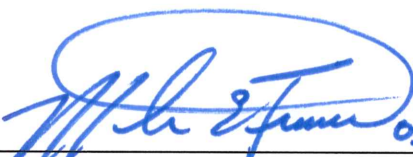

Matthew E. Ferris, P.E., P.S. Date
Registered Surveyor No. 8230

EXHIBIT B

EASEMENT 1.471 ACRE

Being a part of Lots 22 and 23 of BEXLEY DRIVE SUBDIVISION NO. 2 as recorded in Plat Book 14, Page 1-A, and as conveyed to Capital University, an Ohio non-profit corporation in Instrument No. 201308010129207, 201301030001269, and part of Tract 2 as conveyed to Capital University in Instrument No. 201308010129207, Recorder's Office, Franklin County, Ohio

EX. 0.447 AC. EASEMENT
Inst. No. 201302050019637

PROP. 0.981 ACRE
EASEMENT

JOHN HENRY HIKES SUBDIVISION
PLAT BOOK 17 PAGE 243

POC
1.471 AC.

CAPITAL UNIVERSITY
Pcl. No. 020-001311-00
Inst. No. 201604040041155

CAPITAL UNIVERSITY
Pcl. No. 020-001735-00
Inst. No. 200603020040207

CAPITAL UNIVERSITY
Pcl. No. 020-004424-00
Inst. No. 201712290183027

CAPITAL UNIVERSITY
Pcl. No. 020-004172-00
Inst. No. 201308010129207
TRACT 2

CAPITAL UNIVERSITY
Pcl. No. 020-000025-00
Inst. No. 201308010129207

CAPITAL UNIVERSITY
Pcl. No. 020-000026-00
Inst. No. 201301030001269

CAPITAL UNIVERSITY
Pcl. No. 020-000024-00
Inst. No. 201301030001269

CAPITAL UNIVERSITY
Pcl. No. 020-000012-00
Inst. No. 201308010129207

THE CITY OF BEXLEY
Pcl. No. 020-004745-00

ALUM C R F F K



Scale: 1"=60'

THE CITY OF BEXLEY
Pcl. No. 020-004749-00

THE CITY OF BEXLEY
Pcl. No. 020-004748-00

THE CITY OF BEXLEY
Pcl. No. 020-004744-00

LEGEND

- PL Property Line
- R/W Right-of-Way
- (D) Deed or Plat
- (M) Measured Value
- O Iron Pin Found (IPF) or PK Nail Found (PKF)
- Point of Commencement
- Point of Beginning
- Proposed Easement
- POC
- POB
- Approx. Waters Edge

SHERIDAN AVE (50')
(PUBLIC ROADWAY)
PLAT BOOK 17 PAGE 243
S11°33'36"E 60.70' (M)

LINE TABLE

- ① N15°29'38"E 99.78' (M)
- ② N00°06'15"W 52.25' (M)
- ③ N07°32'41"E 20.35' (M)
- ④ N02°33'52"E 48.73' (M)
- ⑤ N00°57'36"E 59.49' (M)
- ⑥ N03°46'12"E 40.25' (M)

BASIS OF BEARINGS

The West Right-of-Way line of Sheridan Ave, having a bearing of S11°33'36"E, as determined by GPS observation utilizing the ODOT VRS Network, NAD 83 (2011), is designated as the "Basis of Bearing" for this survey.

E. P. FERRIS
AND ASSOCIATES
INC

880 KING AVENUE
COLUMBUS, OHIO 43212
(614) 299-2999
(614) 299-2992 (Fax)
WWW.EPPERRIS.COM



BY: *Matthew E. Ferris*
Matthew E. Ferris, P.E., P.S.
Registered Surveyor No. 8230

DRWN BY: CRK CHK BY: MEF DATE: 05-27-2020

584022

EXHIBIT B

SCHEDULE A

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

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

and be it further

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

_____ seconded the Resolution and the roll being
called upon its adoption the vote resulted as follows:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Adopted the _____ day of _____, 2021.

Attest:

Clerk of Council

President of Council

BEXLEY
Franklin County, Ohio.

RESOLUTION NO. 13 - 21

By: Troy Markham

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Passed: _____, 2021

Lori Ann Feibel, President of Council

Attest: _____
Clerk of Council

Approved: _____, 2021

Ben Kessler, Mayor

First Reading:
Second Reading:
Third Reading:

ORDINANCE NO. 38 - 21

By: Jessica Saad

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

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

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

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

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

Section 1.

That Chapter 1230.42 is hereby amended as follows:

1230.42 IMPERVIOUS COVER.

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

Section 2.

That Chapter 1230.49 is hereby amended as follows:

1230.49 LOT COVERAGE, OVERALL.

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

Section 3.

That Chapter 1252.10 is hereby amended as follows:

1252.10 ADDITIONAL YARD REQUIREMENTS.

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

(1) In residential districts, the side yard requirement from the street side property line shall be:

- lots of 40 feet or less it shall be 10 feet
- lots over 40 to 50 feet it shall be 15 feet
- lots over 50 to 100 feet it shall be 20 feet
- lots over 100 to 150 feet it shall be 25 feet
- lots over 150 feet it shall be 30 feet

(2) In residential districts, accessory uses and detached structures shall be located a minimum of five feet farther back from the side street property line than the principal structure is allowed.

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

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

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

Section 3.

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

Passed _____, 2021

Lori Ann Feibel, President of Council

Attest: _____, 2021

William Harvey, Clerk of Council

Approved: _____, 2021

Benjamin Kessler, Mayor

First Reading: September 14, 2021
Second Reading:
Third Reading:

ORDINANCE NO. 39 - 21

By: Jessica Saad

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

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

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

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

Section 1.

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

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

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

Section 2.

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

Section 3.

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

Passed: _____, 2021

Lori Ann Feibel, President of Council

Attest: _____
Clerk of Council

Approved: _____, 2021

Ben Kessler, Mayor

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 :		
INSURER F :			

COVERAGES CERTIFICATE NUMBER:4R7ECQZ6 REVISION NUMBER:

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


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

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

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

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

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

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

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	(1.3)	7.5	16.3
EARNINGS ATTRIBUTABLE TO AEP COMMON SHAREHOLDERS	<u>\$ 1,921.1</u>	<u>\$ 1,923.8</u>	<u>\$ 1,912.6</u>
WEIGHTED AVERAGE NUMBER OF BASIC AEP COMMON SHARES OUTSTANDING	<u>493,694,345</u>	<u>492,774,600</u>	<u>491,814,651</u>
TOTAL BASIC EARNINGS PER SHARE ATTRIBUTABLE TO AEP COMMON SHAREHOLDERS	<u>\$ 3.89</u>	<u>\$ 3.90</u>	<u>\$ 3.89</u>
WEIGHTED AVERAGE NUMBER OF DILUTED AEP COMMON SHARES OUTSTANDING	<u>495,306,238</u>	<u>493,758,277</u>	<u>492,611,067</u>
TOTAL DILUTED EARNINGS PER SHARE ATTRIBUTABLE TO AEP COMMON SHAREHOLDERS	<u>\$ 3.88</u>	<u>\$ 3.90</u>	<u>\$ 3.88</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**Public Utilities
Commission**

Sam Randazzo, Chairman

Commissioners

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

PUBLIC UTILITIES COMMISSION OF OHIO

Certified as a Competitive Retail Electric Service Provider

RENEWAL

Certificate Number:

10-206E (6)

Issued Pursuant to Case Number(s):

10-0384-EL-CRS

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

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

This Certificate is revocable if all of the conditions set forth in the aforementioned case(s) are not met.

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

Witness the seal of the Commission affixed at Columbus, Ohio.

Dated: May 27, 2020

By Order of

PUBLIC UTILITIES COMMISSION OF OHIO

Tanowa M. Troupe, Secretary
Debbie Ryan, Acting Secretary
Donielle M. Hunter, Acting Secretary
Susan Patterson, Acting Secretary

Certificate Expires: May 20, 2022

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.

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
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5/27/2020

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

Columbus,OH 43081

Phone:614-466-8526

Email:Nedra.Ramsey@puco.ohio.gov

none

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Ordinance 12 - 21

By: Richard Sharp

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

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

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

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

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

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

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

Section 1.

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

Section 2.

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

Passed: _____, 2021

Lori Ann Feibel, President of Council

Attest: _____
William Harvey, Clerk of Council

Approved: _____, 2021

Ben Kessler, Mayor

First Reading: March 9, 2021

Second Reading:

Third Reading:

City of Bexley, Ohio Municipal Electric Aggregation Program

Plan of Operation and Governance

Adopted April 23, 2002; Revised ___, 2021

Overview

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

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

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

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

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

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

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

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

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

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

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

Plan of Operation and Governance

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

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

Aggregation Program Management

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

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

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

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

Selection of a CRES Provider

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

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

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

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

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

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

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

Electric Supply Charges

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

AEP's Regulated Customer Classifications and Rates

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

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

Developing the Pool of Eligible Accounts

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

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

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

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

Initial Consumer Notification and Enrollment

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

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

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

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

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

Leaving the Aggregation Program

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

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

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

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

CRES Provider Responsibilities

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

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

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

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

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

New and Returning Participants

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

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

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

Opt-In Aggregation

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

Modification of Bexley's Plan

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

Billing

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

Questions and Concerns

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

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

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

Commented [A1]: Need phone number

Reliability and Indemnification of Consumers

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

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

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

Participant Rights

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

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

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

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

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

Participant Responsibilities

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

Election of Standby Service

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

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

Termination of the Aggregation Program

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

Definitions

Aggregation

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

Aggregation Program Manager

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

Competitive Retail Electric Service (CRES)

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

Competitive Retail Electric Service Provider (CRES Provider)

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

Consumer

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

Delivery Charge

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

Distribution

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

Electric Related Service

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

Electric Supply Charge

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

Governmental Aggregator

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

Kilowatt (kW)

A kilowatt is 1,000 watts

Kilowatt-hour (kWh)

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

Ohio Consumers' Counsel (OCC)

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

Participant

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

Public Utilities Commission of Ohio (PUCO)

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

Standard Offer Generation Service

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

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