



City Council Meeting Agenda

Tuesday, December 14, 2021

6:00 PM

- 1) Call to Order**
- 2) Roll Call of Members**
- 3) Pledge of Allegiance**
- 4) Presentations/Special Guests**
- 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) December 7, 2021 Meeting Minutes
 - B) Ordinance 52-2021 to Ban the Discharge, Ignition, or Explosion of Fireworks with the City of Bexley introduced by Jen Robinson on November 16, 2021.
 - C) Resolution 16-21 Confirming the Mayor's appointment of members to the Bexley Community Improvement Corporation, introduced by Jessica Saad on November 16, 2021
- 10) Ordinances/Resolutions with visiting presenters**
- 11) Third Readings:**
 - A) Ordinance 51-21 to Approve the Collective Bargaining Agreement between AFSCME, Ohio Council 8, Local 3318 and the City of Bexley introduced by Troy Markham on November 16, 2021
 - B) Ordinance 53-21 to authorize supplemental appropriations for calendar year 2021

introduced by Troy Markham on November 16, 2021.

- C) Ordinance 54-21 to immediately rescind the City's "State of Emergency" first declared on March 15th, 2020 and as last amended on September 10th, 2021, and all Executive Orders issued relating to the COVID-19 pandemic, except for previously approved Temporary Signage at Commercially Zoned Properties, Temporary Expansions of Restaurant Patios, and Temporary Facilities for COVID-19 Testing and Vaccination, which will be extended until June 30th 2023. Introduced by Richard Sharp on November 16, 2021.
- D) Ordinance 55-21 to renew the "City of Bexley Housing Voucher Acceptance Program Grant" previously established by Third Amended Ordinance 43-20, for the purpose of encouraging Bexley rental property owners to accept and participate in various state/local government and "not for profit organization" housing voucher programs, introduced by Richard Sharp on November 16, 2021.
- E) Ordinance 57-21 to establish rates for the Police Chief and Police Captain of the City of Bexley, effective as of January 1, 2022 and to approve the revised pay step schedule attached hereto as Exhibit A, introduced by Troy Markham on November 16, 2021.
- F) Ordinance 56-21 to authorize appropriations of \$55,000 from the General Fund into the Grants Account, for the purpose of funding the Kindness Park and Senior/Community Center projects, introduced by Troy Markham on November 16, 2021.

12) Second Readings:

- A) Ordinance 58-21 to revise Section 432.38 of the Bexley City Code to restore regulations relating to weaving and full time and attention while operating a motor vehicle or motorcycle that were inadvertently overwritten by Ordinance 27-16, introduced by Jen Robinson on December 7, 2021.

13) First Readings:

14) Tabled Ordinances:

- A) Ordinance 41-21 accepting the proposed donation of the Columbia Place private street in the Columbia Place subdivision by the City of Bexley for a public street. (Introduced by Jessica Saad September 28, 2021)
- B) Ordinance 24-21 (Tabled), to award the Bexley Electricity Aggregation Program contract to AEP Energy, based upon the terms and conditions provided for in their RFP, as modified by the Board of Control, introduced by Mr. Sharp. (Introduced on May 25, 2021)
- C) Ordinance 12-21 (Tabled), to adopt and approve the City of Bexley Electric Aggregation Plan of Operation and Governance, and to declare an emergency, introduced by Mr. Sharp (introduced on March 9, 2021).

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) 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

December 14th, 2021

Street Department:

The Street Dept. crew's main focus is now on leaf collection. The crew's have started the 3rd trip around the city for leaf collection.

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 working on stump removals. The crew is also working on the Main Street trail entrance, which will lead to the future dog park.

2021 Street Projects

The 2021 street projects are complete.

Drexel-Main to Broad-Preliminary work is complete. The water main, storm, and sanitary work is underway. The project will include water line replacement, storm line improvements, and asphalt resurfacing. This is a joint project between the City and ODOT.

2022 Street Project

Streets will start to be evaluated in the next month for our annual street project.

2021-2022 Sewer Lining Project

The 2019-2020 project that was delayed due to covid is complete.

The 2021 lining is getting ready to start and should be complete in mid- February.

The 2022 lining project will go out for bid in early 2022.

2022 Sidewalk Project

The 2022 sidewalk project area will be:

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

The sidewalk panels will be marked by mid-December and the project will be put out to bid in early February.

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

Service Dept. Highlights

- The Drexel Ave. sewer relining is underway and should be complete in late December.
- Worked with Bexley schools on a pavement marking plan to help with safety on South Cassingham. The project is complete.
- Our annual tree planting project is complete 300 trees were planted throughout the city.
- The South Cassingham mid-block east-west alley safety project is complete. Stop signs, pavement markings, and speed bumps have been installed in the alley.
- Finishing up the working agreement with Franklin Soil and Water for 2022.
- Two medians were installed on Bellwood to provide traffic calming.
- Holiday lights have been installed on the trees in the Main St. medians
- Holiday banners have been installed on the Main St. light poles.



Council Update – Chief of Police

December 14, 2021

Comments from Administrative Sergeant Overly: The department and the Citizens Police Academy Alumni came together to sponsor “Gift a Mini Poinsettia”. Officers delivered 138 poinsettias during this positive community relations project.

December “Beard Charity” monies will be used to purchase gifts for the Toys for Tots program.

Comments from Detective Sergeant Brickey: While considering what news to share, I have read through a number of disturbing articles about trends locally and at the national level. We are well over a year in dealing with the global Covid pandemic and we seem to have become used to adjusting our daily lives to safeguard against the ever-changing threat that it poses.

Unfortunately, many of our ‘normal’ local/national issues haven’t gone away. Protests about racial issues and police practices remain in the forefront of our regular news cycle even as some of the more notorious trials come to a close. Violent crime (murders) has hit all-time record numbers in major cities across our nation including our very own Columbus, Ohio. Police officer deaths are up 26% nationally in 2021 and officers killed by gunfire are up 28%. According to the CDC, deaths due to drug overdose have also exceeded 100,000 (one-year period ending in April 2021) for the first time in our nation’s history. You don’t have to look very far down your list of friends and family to find someone who has irrevocably changed by these recent events.

My intent was not to diminish the joy we look forward to this time of year. Instead, I hoped to bring some attention to the things your Bexley Police Department does to protect the community from these disturbing national trends. There’s not much we can do as a police department to combat the pandemic that is any different than what everyone else is doing. But the rest of the things I mentioned, we believe we can have an impact, at least locally.

In prior reports you have heard about officers seizing drugs and guns. Most of those seizures come out of what most consider routine traffic stops. Even though I’ve worn the badge several years myself, I’m still not immune to the increased heart rate one experiences upon seeing a patrol car actively seeking speeders or other traffic violations. No one likes a traffic ticket. That said, traffic enforcement effectively reduces other serious crime as well as making streets safer for traffic, both foot and vehicular.

I hope you remember that the officers of the Bexley Police Department are not the officers making (bad) news nationally. They are a diverse group of men and women vested in the interests of the community they serve. They are imperfect but strive daily to be the very best representatives of our community and the profession they have chosen.

Statistics:

Dates	Calls for Service	Reports	Thefts	Burglaries	Robberies	Arrests
1/1 - 12/09/2021	11774	1759	291	66	12	442
1/1 - 12/09/2020	11193	1471	279	79	11	362
12/09/20 - 12/09/21	12486	1847	312	72	12	457
12/09/19 - 12/09/20	12110	1561	297	82	12	384

Recreation Board Meeting:

- The next Recreation Board meeting is scheduled for Wednesday, January 5th at 5:30p at City Hall.

Bexley Community Ice Rink:

- The Bexley Community Ice Rink is in the process of going up in its new home at Jeffrey Park by the Pool Parking Lot.
- The new location will provide a number of additional amenities that last year's tennis court location did not.
 - Heated restroom
 - Shelter and tented area
 - Additional Parking
 - Access to water for ice maintenance
- Moving it from the tennis court will free up access to the tennis court over the winter when we have a nice warm snap. Additionally, the location at the tennis court also caused some surface water to trickle onto the pickleball courts causing some access issues for pickleball players.
- We are very excited about the 2nd year of the rink. We are crossing our finger that the weather will cooperate and our community will enjoy another season on the ice.



Letters to Santa:

- The Letter to Santa mailbox at Jeffrey Mansion received 197 letters this year. The letters have been sent off to the North Pole for Santa to read.
- Word from the North Pole is that Santa is working on responding to all the wonderful children.
- Thank you to Santa and all of his helpers!





CITY OF BEXLEY
General Fund

November 2021 Budget vs Actual

	November			Year-to-Date				Year over Year Increase (Decrease)
	Budget	Actual	Better (Worse)	Budget	Actual	Better (Worse)	Nov-20	
<u>Revenue</u>								
City Income Tax	\$ 1,050,513	\$ 1,118,188	\$ 67,675	\$ 11,493,845	\$ 14,201,061	\$ 2,707,216	\$ 12,475,153	\$ 1,725,909
Local Government	35,000	31,146	(3,854)	385,000	490,900	105,900	399,105	91,795
Real Estate Tax	-	-	-	410,000	574,442	164,442	487,853	86,588
Interest	26,667	9,828	(16,839)	293,333	162,807	(130,526)	237,132	(74,325)
Building Permits	34,667	25,971	(8,695)	381,333	378,005	(3,329)	298,875	79,130
Franchise and ROW Fees	57,917	4,274	(53,643)	287,086	131,167	(155,919)	156,932	(25,765)
Grants	38,750	35,000	(3,750)	426,250	332,039	(94,211)	308,245	23,794
CIC Revenue	14,167	4,167	(10,000)	155,833	95,833	(60,000)	147,500	(51,667)
All Other	23,678	20,368	(3,311)	372,087	372,947	861	436,907	(63,960)
Totals	\$ 1,281,358	\$ 1,248,941	\$ (32,417)	\$ 14,204,767	\$ 16,739,202	\$ 2,534,435	\$ 14,947,702	\$ 1,791,499
<u>Operating Expenditures</u>								
<u>General Government</u>								
Mayor's Office	\$ 33,534	\$ 25,294	\$ 8,239	\$ 406,317	\$ 359,544	\$ 46,773	\$ 303,593	\$ 55,952
Grants	38,750	18,513	20,237	426,250	585,107	(158,857)	335,294	249,813
Auditor's Office	34,533	57,125	(22,592)	752,676	689,992	62,684	585,466	104,526
Attorney's Office	10,917	9,812	1,105	120,083	171,743	(51,659)	97,080	74,663
Civil Service	1,333	1,086	247	14,667	5,364	9,303	4,957	407
City Council	5,106	4,018	1,088	56,165	53,495	2,670	53,775	(279)
Courts	12,644	10,158	2,485	141,710	106,020	35,691	131,940	(25,921)
Development Office	19,303	4,490	14,813	214,865	80,737	134,128	77,577	3,160
Technology	28,956	7,800	21,157	326,395	277,956	48,439	312,138	(34,182)
Building Department	40,415	44,348	(3,933)	496,058	463,819	32,239	413,249	50,570
Senior Programs	9,129	5,923	3,206	111,192	75,974	35,217	73,227	2,748
Boards and Commissions	2,624	(4,237)	6,861	28,862	5,954	22,909	18,758	(12,804)
Total General Government	\$ 237,243	\$ 184,330	\$ 52,914	\$ 3,095,241	\$ 2,875,706	\$ 219,534	\$ 2,407,053	\$ 468,653
<u>Public Health and Safety</u>								
Police Department	\$ 415,304	\$ 423,500	\$ (8,196)	\$ 5,339,183	\$ 5,138,175	\$ 201,008	\$ 4,941,698	\$ 196,477
Fire Contract	-	-	-	2,599,773	2,475,974	123,799	2,475,974	-
Emergency Warning	-	(11,457)	11,457	19,500	17,418	2,082	70,520	(53,102)
Street Lighting	25,633	10,764	14,869	299,645	240,673	58,972	294,088	(53,414)
Health Department	1,123	-	1,123	129,610	126,552	3,058	124,764	1,788
Total Public Health and Safety	\$ 442,060	\$ 422,807	\$ 19,253	\$ 8,387,711	\$ 7,998,792	\$ 388,919	\$ 7,907,043	\$ 91,749
<u>Public Service</u>								
Service Administration	\$ 15,263	\$ 13,841	\$ 1,421	\$ 185,955	\$ 151,269	\$ 34,686	\$ 91,474	\$ 59,795
Building and Parks Maintenance	108,271	132,035	(23,764)	1,294,091	1,201,739	92,351	1,028,878	172,861
Street Fund Transfer	-	-	-	66,000	66,000	-	66,000	-



	November			Year-to-Date				Year over Year Increase (Decrease)
	Budget	Actual	Better (Worse)	Budget	Actual	Better (Worse)	Nov-20	
Total Public Service	\$ 123,533	\$ 145,876	\$ (22,343)	\$ 1,546,046	\$ 1,419,008	\$ 127,038	\$ 1,186,352	\$ 232,656
Recreation								
Jeffrey Mansion	\$ 17,031	\$ 10,519	\$ 6,512	\$ 217,542	\$ 334,651	\$ (117,109)	\$ 113,021	\$ 221,630
Jeffrey Park	24,327	22,400	1,927	282,974	292,601	(9,627)	251,501	41,100
Recreation Transfer	-	-	-	90,000	90,000	-	240,000	(150,000)
Total Recreation	\$ 41,358	\$ 32,920	\$ 8,439	\$ 590,516	\$ 717,252	\$ (126,736)	\$ 604,522	\$ 112,730
Operating Expenditures Before Debt Service	844,195	785,932	58,262	13,619,513	13,010,759	608,754	12,104,970	905,788
Debt Service - Transfer to Bond Retirement Funds	314,618	314,618	-	629,236	629,236	-	1,088,014	(458,778)
Estimated Additional Appropriations								
Estimated Unspent Appropriations								
Total Operating Expenditures	\$ 1,158,813	\$ 1,100,550	\$ 58,262	\$ 14,248,749	\$ 13,639,995	\$ 608,754	\$ 13,192,984	\$ 447,010
Revenue Over (Under) Expenditures	\$ 122,545	\$ 148,391	\$ 25,846	\$ (43,982)	\$ 3,099,207	\$ 3,143,189	\$ 1,754,718	\$ 1,344,489
<u>Other Financing Sources</u>								
Debt Service repayments Repayments							307,746	(307,746)
BWC Rebate			-	397,071	397,071	-		397,071
Total Other Financing Sources	-	-	-	397,071	397,071	-	307,746	397,071
<u>Other Financing Uses</u>								
Transfer to Budget Stability	\$	\$		\$	\$	\$ -	\$	\$ -
Transfer to Capital Improvements Fund	150,000	150,000	-	300,000	300,000	-	1,050,000	(750,000)
Prior year Encumbrances		46,410	(46,410)	528,586	329,987	198,599	242,014	87,973
Employee Payout Fund				30,000	30,000	-	100,000	(70,000)
Transfer to Economec Bond Dev.		20,250	(20,250)		20,250	(20,250)		20,250
Misc Adjustment		1,838	(1,838)		1,838	(1,838)		1,838
Total Other Uses	\$ 150,000	\$ 218,498	(68,498)	\$ 858,586	\$ 682,075	\$ 176,511	\$ 1,392,014	\$ (709,939)
Beginning Fund Balance	\$ 2,799,201	\$ 6,161,553	3,362,352	3,278,366	3,277,243	1,123	3,079,629	197,614
Prior period Adjustment								
Net Increase (Decrease)	(26,332)	(70,107)		(505,497)	2,814,203		670,450	2,143,753
Ending Cash Fund Balance	\$ 2,772,869	\$ 6,091,446	3,318,576	2,772,869	6,091,446	3,318,577	3,750,079	2,341,367

City of Bexley
Projected Resources and Appropriations
November 30, 2021

Fund	December 31, 2020 Cash Balance	December 31, 2020 Encumbrance	December 31, 2020 Unencumbered Balance	Projected 2021 Other Sources	Reduction to Prior Year Encumbrances	Total Available Resources	2021 Appropriations	Available Resources Year End 2021	Notes
GENERAL FUND	3,277,243	528,586	2,748,657	15,641,044	71,103	18,460,804	17,913,972	546,832	46-21 \$1,700,000
Special Revenue Funds									
STATE HIGHWAY	97,458	-	97,458	91,145		188,603	67,452	121,151	
STREET MAINTENANCE AND REPAIR	229,874	12,340	217,534	736,004		953,538	930,499	23,039	
RECREATION	414,594	41,779	372,815	1,734,375	3,320	2,110,510	2,034,025	76,485	
SWIMMING POOL	341,189	14,265	326,924	334,367	1,188	662,479	382,092	280,387	
LAW ENFORCE. TRUST FUND	7,609	-	7,609	2,300		9,909		9,909	
BEXLEY BEAUTIFICATION FUND	3,808	-	3,808			3,808		3,808	
FRIENDS OF JEFFREY PARK FUND	2,712	1,200	1,512	1,000	107	2,619	1,200	1,419	
ENFORCEMENT & EDUCATION FUND	20,164	-	20,164	600		20,764		20,764	
BEXLEY YOUTH ATHLETIC FUND	18,212	-	18,212	2,250		20,462	12,000	8,462	
TOURISM PROMOTION AND COMMUNITY EVENTS	3,456	-	3,456	1,550		5,006	5,000	6	
EVENTS AND EQUIPMENT FUND	3,289	-	3,289			3,289		3,289	
MARYANNA HOLBROOK SCHOLARSHIP	55,542	-	55,542	2,300		57,842	30,000	27,842	
MAYOR'S COURT COMPUTER FUND	3,687	1,000	2,687	1,500		4,187	3,500	687	
TAX INCENTIVE FUND	3,537	-	3,537			3,537		3,537	
BEXLEY LAND BANK FUND	67,332	-	67,332			67,332		67,332	
MAIN ST PUBLIC IMP. TAX INC. E	222,288	43,672	178,616	304,000		482,616	289,985	192,631	
JEFFREY MANSION FUND	21,571	-	21,571	17,929		39,500	39,500	-	Beginning balance adjstuted fpr prior period adjustment
URBAN REDEVELOPMENT TAX INCREMENT EQUIVALENT FUN	(26,171)	-	(26,171)	129,500		103,329	102,479	850	Beginning balance adjstuted fpr prior
Friends of Jeffrey Mansion Preschool	2,598	-	2,598	6,900		9,498	3,500	5,998	
Neighbors Helping Neighbors Fund	2,597	-	2,597	300		2,897		2,897	
FARMERS MARKET	125	-	125			125		125	
BEXLEY CELEBRATIONS AND EVENT FUND	-	-	-	65,000		65,000	65,000	-	
LOCAL CORONAVIRUS RELIEF FUND	778,261	778,261	-			-		-	
AMERICAN RESCUE PLAN FUND				1,442,422		1,442,422	1,442,422	0	
Total Special Revenue Funds	2,273,733	892,517	1,381,216	4,873,442	4,615	6,259,273	5,408,654	850,619	
Debt Service Funds									
BOND RETIREMENT	460,591	-	460,591	1,841,689		2,302,280	1,844,069	458,211	
ECONOMIC DEVELOPMENT BOND SERV	16,897	-	16,897			16,897		16,897	
Total Debt Service Funds	477,488	-	477,488	1,841,689	-	2,319,177	1,844,069	475,108	
Capital Projects Funds									
SPECIAL ASSESSMENTS	67,701	-	67,701	26,792		94,493	100,000	(5,507)	
CAPITAL IMPROVEMENTS	1,889,758	973,685	916,072	302,021	28,760	1,246,853	1,088,150	158,703	
ROAD AND ALLEYS	992,088	495,828	496,260	2,146,400		2,642,660	2,074,835	567,825	
East Broad Street Improvements	8,580	-	8,580			8,580		8,580	
ASHBOURNE AND ROOSEVELT PROJECT FUND	164,884	137,679	27,205	2,008,677		2,035,882	2,008,677	27,205	
ROOSEVELT AND SOUTH STANWOOD				1,119,554		1,119,554	1,119,554	-	
CASSINGHAM AND VERNON				4,944,224		4,944,224	4,944,224	-	
SOUTH DREXEL AND GRANDON AVENUE				5,158,807		5,158,807	5,158,807	-	
Total Capital Projects Funds	3,123,011	1,607,193	1,515,818	15,706,475	28,760	17,251,053	16,494,247	756,806	
Total Enterprise Funds									
WATER	1,702,973	186,392	1,516,582	2,802,180	105,541	4,424,302	2,892,438	1,531,864	
SEWER	3,865,031	607,973	3,257,058	2,854,639	232,870	6,344,567	3,416,255	2,928,312	
REFUSE	1,643,639	50,542	1,593,096	1,294,070	2,042	2,889,209	1,517,247	1,371,962	
Total Enterprise Funds	7,211,643	844,907	6,366,736	6,950,889	340,453	13,658,078	7,825,940	5,832,138	
Fiduciary Funds									
POLICE PENSION	263,771	-	263,771	720,992		984,763	740,992	243,771	
BLDG. STANDARDS FEE ASSESSMENT	12,459	1,800	10,659	1,500		12,159	1,800	10,359	
UNCLAIMED FUNDS	11,491	-	11,491			11,491		11,491	
SEWER CAPACITY FUND	14,873	-	14,873			14,873		14,873	
POLICE OFFICER OPTIONAL EQUIPMENT FUND	14,482	-	14,482			14,482		14,482	
HEALTH INSURANCE FUND	344,294	-	344,294	1,750,579		2,094,873	1,621,000	473,873	
Employee Separation Fund	58,734	-	58,734			58,734	30,000	28,734	
Total Fiduciary Funds	720,104	1,800	718,304	2,473,071	-	3,191,376	2,393,792	797,584	

CITY OF BEXLEY
Non- General Funds

From: 1/1/2021 to 11/30/2021

Fund	Budget	YTD	Remaining
02 - STATE HIGHWAY Total	\$ 67,452	\$ 56,150	\$ 11,302
03 - STREET MAINTENANCE AND REPAIR Total	938,599	793,564	145,035
05 - RECREATION Total	2,076,485	1,527,760	548,725
06 - BOND RETIREMENT Total	1,844,069	1,841,792	2,277
08 - SPECIAL ASSESSMENTS Total	100,000	-	100,000
09 - WATER Total	2,973,290	2,427,628	545,662
10 - SEWER Total	3,787,671	2,510,537	1,277,135
11 - REFUSE Total	1,561,598	1,404,850	156,748
12 - POLICE PENSION Total	740,992	635,016	105,977
13 - CAPITAL IMPROVEMENTS Total	1,786,097	1,214,649	571,448
14 - SWIMMING POOL Total	389,016	272,307	116,709
23 - FRIENDS OF JEFFREY PARK FUND Total	2,293	2,002	291
25 - BLDG. STANDARDS FEE ASSESSMENT Total	3,600	-	3,600
26 - BEXLEY YOUTH ATHLETIC FUND Total	12,000	-	12,000
27 - TOURISM PROMOTION AND COMMUNITY EVENTS Total	5,000	-	5,000
29 - MARYANNA HOLBROOK SCHOLARSHIP Total	30,000	-	30,000
31 - MAYOR'S COURT COMPUTER FUND Total	4,500	-	4,500
34 - STREETS AND ALLEYS Total	2,570,663	2,196,321	374,342
36 - MAIN ST PUBLIC IMP. TAX INC. E Total	333,657	198,959	134,698
51 - ECONOMIC DEVELOPMENT BOND SERV Total	88,700	88,700	-
52 - URBAN REDEVELOPMENT TAX INCREMENT EQUIVALENT FUND Total	102,479	89,938	12,541
56 - Friends of Jeffrey Mansion Preschool Total	3,500	1,737	1,763
60 - POLICE OFFICER OPTIONAL EQUIPMENT FUND Total	4,000	1,046	2,954
62 - HEALTH INSURANCE FUND Total	1,621,000	995,782	625,218
63 - Employee Separation Fund Total	30,000	15,909	14,091
64 - ASHBOURNE AND ROOSEVELT PROJECT FUND Total	2,008,677	152,950	1,855,727
67 - ROOSEVELT AVENUE SOUTH STANWOOD Total	1,119,554	248,230	871,324
68 - JEFFREY MANSION FUND Total	39,500	-	39,500
69 - CASSINGHAM AND VERNON Total	4,944,224	2,747,073	2,197,151
70 - BEXLEY LAND BANK FUND Total	-	-	-
71 - LOCAL CORONAVIRUS RELIEF FUND Total	778,261	692,410	85,851
72 - SOUTH DREXEL AND GRANDON AVE. IMPROVEMENTS Total	5,158,807	227,068	4,931,739
73 - AMERICAN RESCUE PLAN ACT Total	1,442,422	9,551	1,432,871
75 - INFRASTRUCTURE DEVELOPMENT FUND Total	-	-	-
Grand Total	\$ 36,568,107	\$ 20,351,928	\$ 16,216,179



Statement of Cash Position
City of Bexley
Statement of Cash Position
From: 1/1/2021 to 11/30/2021

Fund	Description	Beginning Balance	Net Revenue YTD	Net Expense YTD	Unexpended Balance
1	GENERAL FUND	\$ 3,277,243	\$ 17,136,273	\$ 14,322,071	\$ 6,091,446
2	STATE HIGHWAY	97,458	44,649	56,150	85,957
3	STREET MAINTENANCE AND REPAIR	229,874	735,676	793,564	171,986
5	RECREATION	414,594	1,565,996	1,527,760	452,830
6	BOND RETIREMENT	460,591	1,844,170	1,841,792	462,969
8	SPECIAL ASSESSMENTS	67,701	26,792	-	94,494
9	WATER	1,702,973	2,814,827	2,427,628	2,090,172
10	SEWER	3,865,031	2,676,691	2,510,537	4,031,186
11	REFUSE	1,643,639	1,317,934	1,404,850	1,556,723
12	POLICE PENSION	263,771	815,097	635,016	443,852
13	CAPITAL IMPROVEMENTS	1,889,758	300,000	1,214,649	975,109
14	SWIMMING POOL	341,189	285,878	272,307	354,760
18	LAW ENFORCE. TRUST FUND	7,609	1,342	-	8,951
23	FRIENDS OF JEFFREY PARK FUND	2,712	1,500	2,002	2,210
24	ENFORCEMENT & EDUCATION FUND	20,164	585	-	20,749
25	BLDG. STANDARDS FEE ASSESSMENT	12,459	1,621	-	14,081
26	BEXLEY YOUTH ATHLETIC FUND	18,212	5,395	-	23,607
27	TOURISM PROMOTION AND COMMUNITY EVENTS	3,456	1,889	-	5,345
28	EVENTS AND EQUIPMENT FUND	3,289	-	-	3,289
29	MARYANNA HOLBROOK SCHOLARSHIP	55,542	345	-	55,887
30	BUDGET STABILITY FUND	1,625,000	-	-	1,625,000
31	MAYOR'S COURT COMPUTER FUND	3,687	940	-	4,627
32	UNCLAIMED FUNDS	11,491	-	-	11,491
33	WINTER MEDLEY FUND	-	-	-	-
34	STREETS AND ALLEYS	992,088	2,140,162	2,196,321	935,930
35	TAX INCENTIVE FUND	3,537	-	-	3,537
36	MAIN ST PUBLIC IMP. TAX INC. E	222,288	338,226	198,959	361,555
39	SEWER CAPACITY FUND	14,873	-	-	14,873
42	BEXLEY BANNER FUND	-	-	-	-
52	URBAN REDEVELOPMENT TAX INCREMENT EQUIVALENT FUND	(26,170)	129,973	89,938	13,865
53	NORTHEAST QUADRANT PROJECT FUND	-	-	-	-
56	Friends of Jeffrey Mansion Preschool	2,598	7,785	1,737	8,645
57	Neighbors Helping Neighbors Fund	2,597	386	-	2,984
58	FARMERS MARKET	125	-	-	125
59	BEXLEY CELEBRATIONS ASSOCIATION AND EVENTS FUND	-	112	-	112
60	POLICE OFFICER OPTIONAL EQUIPMENT FUND	14,482	-	1,046	13,436
61	MAIN EVENT FUND	-	-	-	-
62	HEALTH INSURANCE FUND	344,294	1,150,597	995,782	499,109
63	Employee Separation Fund	58,734	30,000	15,909	72,825
64	ASHBOURNE AND ROOSEVELT PROJECT FUND	164,884	152,950	152,950	164,884
65	2106 EAST MAIN ST ENVIRONMENTAL CLEANUP FUND	-	-	-	-
68	JEFFREY MANSION FUND	21,571	-	-	21,571
69	CASSINGHAM AND VERNON	-	2,747,073	2,747,073	-
70	BEXLEY LAND BANK FUND	67,332	(26,792)	-	40,540
71	LOCAL CORONAVIRUS RELIEF FUND	778,261	9,029	692,410	94,880
72	SOUTH DREXEL AND GRANDON AVE. IMPROVEMENTS	-	467,029	227,068	239,961
73	AMERICAN RESCUE PLAN ACT	-	721,707	9,551	712,156
75	INFRASTRUCTURE DEVELOPMENT FUND	-	-	-	-
Grand Total:		18,708,223	37,782,768	34,673,998	21,816,993



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

Bank Reconciliation as of >	31-Aug-21	30-Sep-21	31-Oct-21	30-Nov-21
PNC Checking Account per Bank	\$ 5,850,120	\$ 4,555,029	\$ 5,483,655	\$ 1,422,618
Less Outstanding Checks	\$ (229,950)	\$ (286,937)	\$ (165,723)	\$ (386,591)
Net I Cloud Adjustments				\$ (1,314)
Pre-posted Expense	(26,240)			
Unposted-Posted Revenue	(29,317)			
Payroll Pulled From Wrong Account by PNC			50,689	3,684
Other Adjustments (net)	269	1,002	(588)	403
PNC Account per Books	\$ 5,564,882	\$ 4,269,094	\$ 5,368,033	\$ 1,038,800
Other Accounts:				
STAR	\$ 2,500,000	\$ 500,000	\$ 500,000	\$ 500,000
First Financial	223,923	223,941	223,960	223,979
Ohio State Bank	224,887	250,000	250,000	250,000
Ohio State Bank (Savings)		1,975,021	1,976,109	4,476,812
US Bank Trust	15,293,860	15,313,975	15,318,724	15,327,146
Payroll	(125)	13,943	256	256
Investment Accounts sub-total	\$ 18,242,545	\$ 18,276,880	\$ 18,269,049	\$ 20,778,193
First Financial Interest				
Net US Bank Trust Interest				
Ohio State Bank Interest			(1,066)	
Trust Fees				
Other Adjustments - Accrued Interest paid				
Investment Accounts per Books	\$ 18,242,545	\$ 18,276,880	\$ 18,267,983	\$ 20,778,193
Total Cash Fund Balances per Books	\$ 23,807,427	\$ 22,545,975	\$ 23,636,016	\$ 21,816,992



December 14, 2021

MAYOR'S UPDATE

Coming up in Bexley:

December 15, 4:00 pm:	Tree Commission
December 15, 6:00 pm:	Council Hearing on 2300 East Livingston Avenue Appeal
December 16, 1:00 pm:	Mayor's Court
December 17, 10:00 am to 4:00 pm:	Red Cross Blood Drive at BPL
January 3, 7:00 pm:	City Council Swearing In / Organizational Meeting
January 11, 6:00 pm:	City Council Meeting

Some of What I've Been Up To:

- Weekly departmental meetings
- Routine staff and cabinet touch-base meetings
- Met with BHS class re: change making
- Attended call with Ohio Auditor
- Worked on wellness / vaccination program for health insurance 2022
- Met with BexArts re: update and upcoming cooperation possibilities
- Met with FCPH and local advocates re: 2022 mosquito pilot program
- Met with owner of property on Main Street re: Schneider Trailhead and property maintenance issues
- Staffed Tree Commission agenda prep meeting
- Worked with communications team on social media / communications strategy shift for 2022
- Co-hosted Mayor's and Solicitor's holiday party
- Gave interview to ThisWeek re: 2021 look back and 2022 sneak peek
- Attended MORPC Sustainable 2050 advisory committee
- Attended OEC quarterly board meeting



Chief Rinehart Retirement

After 14 years of service with the City as our Chief of Police and 27 years of service in law enforcement, Chief Rinehart announced last week that he will be retiring in early January.

Chief Rinehart started out as a community policing officer in Gahanna, rising through the ranks to become Gahanna's Deputy Chief before joining Bexley in 2007. During his time with Bexley, he established a community bike patrol corps; oversaw the relocation and construction of the new police department headquarters; modernized the technology utilized by the agency, including advocating for and deploying body cameras in 2019; expanded and diversified officer training opportunities and requirements, including joining and obtaining certification through the Ohio Collaborative Community-Police Advisory Board; oversaw the creation of the Bexley Citizens Police Academy program and a variety of new community outreach initiatives including drug take back days, school supplies drives, Cops and Kids field games, Cross with a Cop events, and Thanksgiving meal deliveries; modernized the agency's policies; and opened up the recruitment process to a broader pool of officer candidates, resulting in an officer corps that is more diverse today than ever before. His work and eventual chairmanship of the nonprofit organization Choices, and their work to support victims of domestic violence, speaks volumes about his care and compassion for others.

I've worked with Chief Rinehart since I joined City Council in 2008. Throughout the years, I've always known him to be earnestly interested in enhancing professional police practice and working through solutions for a safer Bexley community. He has been fair and even-keeled, open to exploring new ideas and concepts, and has consistently demonstrated a care and concern for our agency and for everyone they interact with. I'm going to miss working with him, and I wish him an adventurous retirement.



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Chief of Police DRAFT Search Process

While formal notice of and the announcement of Chief Rinehart's retirement occurred a week ago, the Chief and I have been discussing the possibility of his upcoming retirement for several months and I've had time to consider concepts for the Chief search process.

The decision of who to appoint to the position of Chief, and the process underlying that decision, is of utmost importance to the community and one of the most important decisions that I will shepherd during my time in this office. In the decision making process, I will be turning to our community members and stakeholder groups for feedback and guidance throughout. I understand we will have a number of strong opinions expressed about this position and who should occupy it, and I'm prepared to navigate the process of actively listening to feedback from a variety of important perspectives.

I'm going into this process with an expectation of exceptionally high standards for the position, with a desire for a candidate who is community-focused, collaborative, empathetic, strong, has a demonstrated history of strong critical thinking and systemic problem-solving and reform, is hands on, and is a great communicator. I know that my expectations will evolve and mature as I hear more feedback and learn more through robust stakeholder engagement.

I'd like to solicit your feedback regarding the search process. As I've sketched together thoughts for the process, some draft concepts include:

Search Consultant

I plan on engaging with a search consultant to assist with the search process. Thanks to support from Bryan Drewry, I have a comprehensive list of firms that have assisted with recent searches in the area and will be interviewing search firms before selecting a finalist. Identifying a search firm will be an initial step in launching the search.

Initial Stakeholder visits / engagement

I am in the process of beginning to schedule initial stakeholder visits to groups within the City that may have an interest in the search process, including but not limited to the school district and other educational institutions in Bexley; the Bexley Citizens Police Academy Alumni Association; the coalition of equity groups that have organized to interface with the city on matters of policing; student leadership groups; and officers of the Bexley Police Department.

Community Survey and Interaction

I anticipate that this process will have a community survey, as well as opportunities for community members to meet in person and share their perspectives on the ideal candidate for the position.

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Chief of Police Search Process (continued from prior page)

Search Advisory Committee

Members of the advisory committee will help guide the process of finding the best candidates for the community. Their duties will include helping with community engagement, helping to steer the search process, providing input on candidates, and continuing to support the Chief, once hired, to help ensure his or her success. Members of the committee will be appointed based upon their role in the community.

A **rough draft** of the composition of the search advisory committee includes membership from: a Council member; Citizen Police Academy Alumni appointee; Civil Service Commission appointee; Clerk of Courts; Bexley Equity Coalition representative; Bexley City Schools Superintendent; Police Department - officer appointee; Clergy representative. This list has not been finalized, and I'm seeking input on it. Prior to their first meeting, I will select a chair or co-chairs to lead the group.

I will take an active role in working with stakeholder groups regarding potential appointees in order to ensure a balance of perspectives and backgrounds on the committee, with an emphasis on individuals who have a demonstrated ability to collaborate effectively and productively in group settings and who can respect the diversity of opinions that will invariably arise through the process. The search advisory committee will be demographically and philosophically diverse, and will represent the broad array of backgrounds and perspectives within our community.

Interview Committee

The Interview Committee will assist me in interviewing and selecting finalist candidates. Finalist candidates will then engage with members of the Search Advisory Committee prior to a final decision being made.

Members of the Interview Committee as currently conceived: Mayor; Council President; Civil Service Commission representative; Chair/Co-Chairs of Search Advisory Committee; a police chief or retired chief selected from local police agency

Council Involvement and Confirmation

From the onset of this process I will work closely with the Council President and Council Safety Chair to gather and incorporate their perspective throughout. I will also continue to receive any feedback from any other council member. Council President and Safety Chair will have formal roles in the interview committee and search advisory committee. Upon selection of a finalist candidate, that candidate will be proffered, via resolution, to Council for confirmation.

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Chief of Police Search Process (continued from prior page)

DRAFT Timeline

December:

Announce search process

Select search consultant

Seek community member appointees to search committee

December - January:

Stakeholder engagement effort to collect feedback from the community about what they would like to see in the City's next Police Chief.

January:

Launch Advisory Committee

Develop Stakeholder Engagement Report, and seek additional input

Publish Police Chief job posting

February:

Deadline for initial applications.

February-March:

Search committee conducts first round of interviews.

Further vetting with finalist candidates.

Interim Chief

Deputy Chief Kenneth Gough will fill the role of Interim Police Chief until a new chief is selected and installed.

Draft Disclaimer

This is a concept draft, and is subject to revision. It is my intent to finalize this draft by Friday, December 17th.

If any member of the community wishes to provide feedback on the search process prior to finalization, please call me at (614) 559-4210. If I'm not available when you call, we'll set up a time to talk prior to Friday. Thank you!



Electrical Aggregation Update

While the community surveys indicated strong support from the community for an opt-out aggregation program focused around renewable energy, AEP indicates that inflation and supply chain issues have continued to drive up futures pricing on proposed renewables-based installations. With this in mind, the City has several options:

- Lock in long term pricing today, and accept that the market may lower in the future
- Wait for pricing to stabilize before finalizing a program
- Explore an interim program of REC-based (Renewable Energy Credit) aggregation, with local additive renewable energy to be added at a future date

I'm working with AEP to expound upon the third option for presentation to council in January.

Social Media Strategy Update for 2022

In 2009, Bexley launched our Facebook Page. We were early among peer cities to become involved in social media, and a Cleveland study from 2012/2013 named us as the top city in Ohio for social media usage based on engagement per capita. However, the social media landscape has changed dramatically over the ensuing years, and fragmentation of platforms and forums has compromised our ability to effectively communicate via social media. Based on incidental conversations, many of our residents have consciously left social media or greatly decreased their engagement. It has become increasingly problematic to rely on Facebook (our strongest social media channel) to communicate with residents, because by doing so we knowingly miss a segment of our population and we also reinforce demand for a platform that has been shown to utilize manipulative algorithms and to cause social and emotional anxiety among a significant portion of its users.

Today we are announcing that we will deprioritize social media and conscientiously centralize our communication efforts via bexley.org beginning January 1st. We've already begun to phase out social media exclusive content, and on a go-forward basis we will make all efforts to ensure that any city communications made on any social media platform are also available to the general public on bexley.org, and free from any social media contexts.

We'll be launching this effort with a renewed focus on in-person connections, and a clearer calendar of events such as Coffee with the Mayor, City lunch-and-learns, Trash Talk events, etc. If you'd like to be a part of this effort, let me know! We'd love to have as much council participation as possible. Additionally, we're in talks with the school district to partner on programming and initiatives focused around social media use and abuse, anxiety, and community mental health and well being.

Having said all of this, we recognize that many residents rely on social media for content, and for the time being we'll continue to cross-post information to social media, with an enhanced focus on ensuring that any content or information shared on social media will also be available to any member of the public via bexley.org. Look for an announcement on our revised social media strategy to come out in the coming weeks.

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





Dr. Beth Weinstock, Bexley Resident and co-founder of “Birdielight” charity appeared on CNN’s “The Lead with Jake Trapper” on December 8th to talk about the charity she founded to advocate for education and resources, such as fentanyl test strips, to combat accidental drug overdose. www.birdielight.org



City Council Meeting Minutes

Tuesday, December 7, 2021

6:00 PM

1) Call to Order

President 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, Troy Markham, Jessica Saad, Jennifer Robinson, Lori Ann Feibel

Council Members Absent: None

3) Pledge of Allegiance

4) Presentations/Special Guests

A) Bexley High School Girls Varsity Soccer - State Semi-Finalists

B) Proclamation for Elaine Pelz of the Bexley Chamber of Commerce.

Mayor Kessler presented a proclamation to the Bexley High School Lady Lions soccer team and coaches.

Mayor Kessler then presented a proclamation honoring Elaine Pelz for her work for the Bexley Chamber of Commerce.

5) Public Comments

No public comments at this time.

6) President's Report

President Feibel reminded everyone the next Council meeting is December 14th and that the appeal hearing for 2300 Livingston is on December 15th at 6:00 pm.

Monday, January 3 will also be a swearing in ceremony for our new City Auditor, Matt McPeek, and our new City Council member, Sam Marcellino, at 7:00 pm.

7) City Attorney Report

No report at this time.

8) Administrative Update:

A) **Service Department- Service Director, Andy Bashore**

Mr. Bashore has nothing to add to his written report. Ms. Saad complimented the progress on the dog park and asked a question about a road safety project, which Mr. Bashore answered. Mayor Kessler provided some additional information on traffic safety work.

B) **Police Department Update- Chief Rinehart**

Chief Rinehart had nothing to add to his written report. Ms. Feibel mentioned that there are some helpful items on his written report Ms. Lampke offered thanks to the police department in reference to items in the latter part of the Chief's report.

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

Mr. Price had no additions to his written report. Ms. Feibel complimented the recent tree lighting event.

D) **Finance Department Update- Bill Harvey**

Mr. Harvey has no update at this time. There were no questions at this time.

E) **Mayor's Update**

Mayor Kessler summarized the content of his report. Ms. Lampke asked a question about potential Santa visit, which Mr. Kessler answered. Mr. Klingler asked about a potential speed control vehicle, which Mr. Kessler answered.

9) Consent Agenda:

A) November 16, 2021 Meeting Minutes

B) Resolution 14-21 to schedule the Bexley City Council meeting dates and times for the year 2022, introduced by Lori Ann Feibel on November 9, 2021.

C) Resolution 15-21 to authorize the Mayor to seek financial assistance from the State of Ohio and the Ohio Department of Natural Resources for funding of a pedestrian and bicyclist bridge at Schneider Park near Astor Avenue, introduced by Mr. Klingler on November 9, 2021.

Mr. Fishel read the items on the consent agenda and Ms. Feibel asked if Council or those in attendance had any questions or comments.

Mr. Klingler moved to accept the items on the consent agenda.

Ms. Robinson seconded.

All in Favor: Matt Klingler, Monique Lampke, Richard Sharp, Troy Markham, Lori Ann Feibel,

Jessica Saad, Jen Robinson
Opposed: None
Motion passed 7-0.

10) Ordinances/Resolutions with visiting presenters

None.

11) Third Readings:

A) Ordinance 50-21 to establish the Water and Sewer rates charged by the City of Bexley, introduced by Troy Markham on November 9, 2021.

Mr. Fishel read the summary of this ordinance and Mr. Markham summarized the background and some of the changes. Mr. Kessler provided elaboration on some of the changes. Ms. Lampke

Mr. Markham moved to amend Ordinance #50-21
Mr. Klingler seconded.

Mr. Sharp asked a question about Section 4, which Mr. Fishel answered

Ms. Feibel then continued, requesting the vote on Mr. Markham's motion.

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

Opposed: None

Motion passed 7-0.

Mr. Markham moved to adopt Amended Ordinance #50-21

Mr. Klingler seconded.

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

Opposed: None

Motion passed 7-0.

12) Second Readings:

A) Ordinance 51-21 to Approve the Collective Bargaining Agreement between AFSCME, Ohio Council 8, Local 3318 and the City of Bexley introduced by Troy Markham on November 16, 2021

Mr. Fishel read the summary of this ordinance and Mr. Markham invited him to provide additional information. Mr. Markham summarized the changes, most of which are quite minor.

B) Ordinance 52-2021 to Ban the Discharge, Ignition, or Explosion of Fireworks with the City of Bexley introduced by Jen Robinson on November 16, 2021.

Mr. Fishel read the summary of this ordinance and Ms. Robinson stated the purpose of this ordinance and also discussed some of the proposed amendments.

Ms. Robinson moved to approve the amendments to Ordinance 52-21

Ms. Feibel seconded.

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

Opposed: None

Motion passed 7-0.

This ordinance will be put on the consent agenda if Marc has no other questions. He will let Natalie know if there are other considerations.

C) Ordinance 53-21 to authorize supplemental appropriations for calendar year 2021 introduced by Troy Markham on November 16, 2021.

Mr. Fishel read the summary of Ordinance 53-21 and Mr. Markham encouraged Council to review the different sections outlining the appropriations. Mr. Kessler provided some additional information. Mr. Sharp asked a question about the water fund, which Mr. Kessler and Mr. Harvey answered.

D) Ordinance 54-21 to immediately rescind the City's "State of Emergency" first declared on March 15th, 2020 and as last amended on September 10th, 2021, and all Executive Orders issued relating to the COVID-19 pandemic, except for previously approved Temporary Signage at Commercially Zoned Properties, Temporary Expansions of Restaurant Patios, and Temporary Facilities for COVID-19 Testing and Vaccination, which will be extended until June 30th 2023. Introduced by Richard Sharp on November 16, 2021.

Mr. Fishel read the ordinance summary and Mr. Sharp provided a more thorough summary and summary of the intent behind this ordinance. Ms. Feibel asked if there were any questions at this time. Hearing none, she moved on.

E) Ordinance 55-21 to renew the "City of Bexley Housing Voucher Acceptance Program Grant" previously established by Third Amended Ordinance 43-20, for the purpose of encouraging Bexley rental property owners to accept and participate in various state/local government and "not for profit organization" housing voucher programs, introduced by Richard Sharp on November 16, 2021.

Mr. Fishel read the summary of this ordinance and Mr. Sharp provided additional information and rationale behind this voucher acceptance program.

F) Resolution 16-21 Confirming the Mayor's appointment of members to the Bexley Community Improvement Corporation, introduced by Jessica Saad on November 16, 2021

Mr. Fishel read the summary of this ordinance and Ms. Saad provided some detail on the appointments. Mr. Sharp asked if there were any other residents who expressed interest and Mr. Kessler confirmed that there was other interest, for a variety of reasons he felt this was good.

Resolution will go to consent agenda. **Date will be fixed to 2024 from 2025**

G) Ordinance 57-21 to establish rates for the Police Chief and Police Captain of the City of Bexley, effective as of January 1, 2022 and to approve the revised pay step schedule attached hereto as Exhibit A, introduced by Troy Markham on November 16, 2021.

Mr. Fishel read the summary of this ordinance and Mr. Markham asked Mr. Kessler to provide an overview of the proposed changes, which Mr. Kessler did. Ms. Feibel asked if Council would

like to wait to vote on these amendments and Council members agreed to this.

- H) **Ordinance 56-21 to authorize appropriations of \$55,000 from the General Fund into the Grants Account, for the purpose of funding the Kindness Park and Senior/Community Center projects, introduced by Troy Markham on November 16, 2021.**

Mr. Fishel read the summary of this ordinance and Mr. Kessler asked Mr. Price if there was any additional information or need for a suspension of the three reading rule. Mr. Price answered there was not.

13) First Readings:

- A) **Ordinance 58-21 to revise Section 432.38 of the Bexley City Code to restore regulations relating to weaving and full time and attention while operating a motor vehicle or motorcycle that were inadvertently overwritten by Ordinance 27-16, introduced by Jen Robinson on December 7, 2021.**

Mr. Fishel read the summary of this ordinance and Ms. Robinson provided some background about this ordinance which works to restore language inadvertently overwritten by Ordinance 27-16.

14) Tabled Ordinances:

- A) **Ordinance 46-21 authorizing appropriations for calendar year beginning January 1, 2022, to confirm the appointment of Marc Fishel as City Attorney, to create an Infrastructure Development Fund: and to authorize transfers to the Capital Improvements, Infrastructure Fund and Budget Stability fund of \$500,000 \$1,100,000 and \$100,000 respectively (Introduced by Troy Markham on October 26, 2021)**

Mr. Markham moved to remove Ordinance 46-21 from the table for discussion.

Mr. Klingler seconded.

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

Opposed: None

Motion passed 7-0

Mr. Fishel read the ordinance and Mr. Markham and Mr. Kessler provided an overview of the proposed amendments and addressed questions from Council members regarding same.

Mr Markham moved to amend Ordinance 46-21

Mr. Klingler seconded

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

Opposed: None

Motion passed 7-0.

Mr. Markham moved to approve Amended Ordinance 46-21.

Mr. Klingler seconded.

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

Opposed: None

Motion passed 7-0.

- B) **Ordinance 41-21 accepting the proposed donation of the Columbia Place private street in the Columbia Place subdivision by the City of Bexley for a public street. (Introduced by Jessica Saad September 28, 2021)**

No action at this time.

- C) **Ordinance 24-21 (Tabled), to award the Bexley Electricity Aggregation Program contract to AEP Energy, based upon the terms and conditions provided for in their RFP, as modified by the Board of Control, introduced by Mr. Sharp. (Introduced on May 25, 2021)**

No action at this time.

- D) **Ordinance 12-21 (Tabled), to adopt and approve the City of Bexley Electric Aggregation Plan of Operation and Governance, and to declare an emergency, introduced by Mr. Sharp (introduced on March 9, 2021).**

No action at this time.

- E) **Ordinance 47-21 to amend section 408.01 (d) of the codified ordinances, in order to allow for income-based fines for minor misdemeanors, introduced by Jen Robinson on October 26, 2021.**

Ms. Robinson asked to remove Ordinance 47-21 from the table.

Mr. Sharp seconded.

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

Opposed: None

Motion passed 7-0.

Ms. Robinson discussed some of the proposed amendments to this ordinance which address some of the feedback she's received from Council members. Ms. Feibel thanked Ms. Robinson for her work on this ordinance, and expressed her initial reservations and how they have evolved. Mr. Sharp mentioned a concern about language in d, ii. Mr. Fishel located and uploaded the accurate version of the proposed amendments and Council members reviewed.

Ms. Robinson asked to approve amendments to Ordinance 47-21

Mr. Sharp seconded.

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

Opposed: None

Motion passed 7-0.

Mr. Sharp and other Council members briefly discussed options for accountability to monitor the success of this ordinance.

Ms. Robinson moved to approve amended Ordinance 47-21

Mr. Klingler seconded

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

Opposed: None

Motion passed 7-0.

- F) **Ordinance 49-21 to create Chapter 270, Board of Control, to specify contracting procedures in accordance with Section 59 of the City Charter, and to establish Encouraging Diversity, Growth and Equity (EDGE) procurement policies, introduced by Mr. Markham on October 26, 2021.**

Mr. Markham moved to remove Ordinance 49-21 from the table for discussion.

Ms. Robinson seconded.

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

Opposed: None

Motion passed 7-0.

Mr. Markham discussed some of the proposed amendments briefly, and invited Mr. Kessler to provide additional background and detail on the changes. Mr. Klingler thanked Mr. Markham and the Mayor for their work to address his concerns. Mr. Sharp echoed this thanks, specifically noting the addition of the language regarding the Finance Chair's participation, which he supports.

Mr. Markham moved to amend Ordinance 49-21

Mr. Klingler seconded.

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

Opposed: None

Motion passed 7-0.

Mr. Klingler moved to approved amended Ordinance 49-21.

Ms. Robinson seconded.

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

Opposed: None

Motion passed 7-0.

15) Service and Environmental Committee - Richard Sharp, Chair

Mr. Sharp has no report at this time, but he did mention that Laurie Lea Schaefer was Bexley's Miss America in 1972 and she'll be recognized on the December 16th pageant. Mr. Sharp asked if a proclamation might be in order to acknowledge this. The Bexley Historical Society is also establishing a dialogue with Bexley in UK.

Mr. Kessler also read a complimentary email from a resident regarding Andy Bashore's work in the City.

16) Finance Committee - Troy Markham, Chair

Mr. Markham reported that the Audit for 2019 and 2020 is complete and the City of Bexley passed.

17) Safety and Health Committee - Jen Robinson, Chair

Ms. Robinson reminded everyone about the Gift a Poinsettia program. Please contact Dawn Overly at the Police Department to order.

Ms. Robinson also thanked Council for passing the Ordinance 47-21 and provided some other complimentary comments.

18) Zoning and Development Committee - Jessica Saad, Chair

ARB meeting December 9 at 5:00 pm. Checking on BZAP - possible meeting. CIC January 4 at 6:00 pm. Ms. Saad asked us to double check the December 15 hearing meeting to make sure that we post agendas. Mr. Kessler and Council members briefly discussed where meetings show on the calendar and Mr. Kessler will follow up to ensure consistency.

19) Recreation and Parks Committee - Matt Klingler, Chair

Mr. Klingler has nothing to report.

20) Judiciary and Strategic Committee - Monique Lampke, Chair

Ms. Lampke has nothing to report.

Ms. Feibel then stated that an Executive Session will need to be held before adjournment.

21) Public Comments (No Speaker Slip Required)

No public comment at this time.

Ms. Feibel moved to enter Executive Session to consider the appointment, employment, dismissal, discipline, promotion, demotion or compensation of a public employee or official, or the investigation of charges or complaints against a public employee, and invited Mr. McPeck and Mr. Marcellino to join this session.

Mr. Klingler seconded.

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

Opposed: None

Motion passed 7-0.

Executive Session was entered at 7:52 pm.

Ms. Lampke needed to depart prior to the conclusion of Executive Session.

Ms. Feibel moved to exit Executive Session at 8:25 pm.

Mr. Klingler seconded.

All in Favor: Matt Klingler, Richard Sharp, Troy Markham, Lori Ann Feibel, Jessica Saad, Jen Robinson

Opposed: None

Motion passed 6-0.

22) Adjourn

Ms. Feibel moved to adjourn.

Mr. Klingler seconded.

All in Favor: Matt Klingler, Richard Sharp, Troy Markham, Lori Ann Feibel, Jessica Saad, Jen Robinson

Opposed: None

Motion passed 6-0.

PROPOSED AMENDED ORDINANCE NO. 52 - 21

By: Jen Robinson

An Ordinance to Amend Chapter 1620 of the City's Codified Ordinances to Ban the Discharge, Ignition, or Explosion of Fireworks with the City of Bexley

WHEREAS, The Ohio General Assembly approved and Governor DeWine signed House Bill 172; and

WHEREAS, House Bill 172 allows individuals to discharge, ignite, or set off fireworks on certain days throughout the year; and

WHEREAS, newly enacted Ohio Revised Code section 3743.45(D)(2) permits a municipal corporation to ban such activities permitted by the House Bill 172.

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

Section 1.

That Chapter 1620 of the City of Bexley's codified ordinances shall be amended to add section 1620.06 as follows:

1620.06- the City of Bexley hereby bans- Except as authorized in this Chapter, no person shall the discharge, ignite ignition, or explode explosion of fireworks within the jurisdiction of the Bexley city limits.

Section 2.

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

Passed _____, 2021

Lori Ann Feibel, President of Council

Attest: _____, 2021

William Harvey, Clerk of Council

Approved: _____, 2021

Benjamin Kessler, Mayor

First Reading:

Second Reading:

Third Reading:

RESOLUTION NO. 16 - 21

By: Jessica Saad

A Resolution confirming the Mayor’s appointments of members to the Bexley Community Improvement Corporation

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

Section 1. That City Council hereby confirms the following appointments to the Bexley Community Improvement Corporation:

Nominee	Position	Term Begins	Term Expires
Ben-David Itzhak	Member	January 1, 2022	December 31, 2024
Jeff Walker	Member	January 1, 2022	December 31, 2024
Andrew Madison	Member	January 1, 2022	December 31, 2024
Sarah Gold	Member	January 1, 2022	December 31, 2024

Nominee	Position	Term Begins	Term Expires
Beecher Hale	Member/ City Officer	January 1, 2022	December 31, 2022

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

Passed _____, 2021

Lori Ann Feibel, President of Council

Attest: _____, 2021
William Harvey, Clerk of Council

Approved: _____, 2021

Benjamin Kessler, Mayor

First Reading: 11/16/21
Second Reading:
Third Reading:

Ordinance No. 51 - 21

By: Troy Markham

An Ordinance to Approve the Collective Bargaining Agreement between AFSCME, Ohio Council 8, Local 3318 and the City of Bexley

Whereas, certain employees in the Bexley Service Department are represented by AFSCME, Ohio Council 8, Local 3310 for purposes of collective bargaining; and

Whereas, the collective bargaining agreement between AFSCME and the City will expire on December 31, 2021; and

Whereas, the parties have been engaged in negotiations for a successor collective bargaining agreement in accordance with Chapter 4117 of the Ohio Revised Code; and

Whereas, the parties have reached a tentative agreement on a successor collective bargaining agreement to be effective from January 1, 2022 through December 31, 2024;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Bexley, Ohio:

Section 1: The Bexley City Council hereby approves the successor collective bargaining agreement attached hereto as Exhibit A and authorizes the Mayor to execute the agreement.

Section 2: That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public health, peace, 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

Benjamin J. Kessler, Mayor

First Reading:
Second Reading:
Third Reading:

COLLECTIVE BARGAINING AGREEMENT
BETWEEN

CITY OF BEXLEY

AND

OHIO COUNCIL 8, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO, AND LOCAL 3838 AMERICAN
FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, AFL-CIO

JANUARY 1, ~~2019~~**2022** THROUGH DECEMBER 31,
~~2021~~**2024**

SERB Case No. ~~2018-MED-08-0638~~
2021-MED-07-0851

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ARTICLE 1 - PREAMBLE

Section 1.1. Agreement. This Agreement is made and entered into by and between the City of Bexley, Ohio (hereinafter referred to as the “City”) and the Ohio Council 8 and Local 3838 of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the “Union”).

Section 1.2. Purpose. This Agreement is made for the purpose of setting forth the understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the Bargaining Unit as defined herein.

Section 1.3. Severability. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to law, or if the parties mutually agree that any provision is invalid by operation of law, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect. In the event of such invalidity, the parties will schedule a meeting at a mutually agreeable time, within thirty (30) days of one party’s written request to the other, to discuss alternative language on the subject matter held to be or found to be invalid.

Section 1.4. Amendment of Agreement. No changes in this Agreement shall be negotiated during its duration unless the parties agree in writing to so amend the Agreement.

Section 1.5. Past Benefits and Practices. The City and Union agree that any past benefit or practice which is not contained in this Agreement shall not be altered or discontinued until the City has notified the Union of such intention and provided an opportunity for the Union to provide input through discussion through a labor relations meeting.

ARTICLE 2 - RECOGNITION

Section 2.1. Recognition. The City recognizes the Union as the sole and exclusive representative of all employees included in the Bargaining Unit defined herein in any and all matters relating to wages, hours, terms and other conditions of employment, and the continuation, modification or deletion of an existing provision of this Agreement and for the administration of this Agreement

Section 2.2. Bargaining Unit. The Bargaining Unit shall consist of all employees of the Service Department of the City of Bexley, including Automobile Mechanic I & II; Assistant Auto Mechanic; Custodial Worker; Equipment Operator I & II; Grounds Maintenance Worker; Service Worker; Tree Maintenance Worker; Water Service Worker; and Building Maintenance Worker, Street Department Foreman, Water Department Foreman, Service Department Trainee and Water Department Trainee. Excluded from inclusion in this Bargaining Unit are all management level, professional, supervisory, casual, seasonal, interim, student, confidential and guard employees as defined by Chapter 4117 of the Ohio Revised Code and all other employees not specifically included above. The inclusions and exclusions are as certified by the Ohio State Employment

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Relations Board in Case No. 94-REP-06-0119, dated October 28, 1994; and any subsequent amendment.

Section 2.3. Change of Duties/New Classifications. In the event of a change of duties of a position within the Bargaining Unit resulting in a reclassification of the position as determined by the City or in the event that the City establishes a new position, the City shall determine whether the new or changed position will be included or excluded from the Bargaining Unit and shall so advise the Union in writing. If the Union disputes the City's determination of the Bargaining Unit status of the new or changed position the parties will meet to attempt to resolve their disagreement. If the parties are unable to agree on the Bargaining Unit status of the position, the issue shall be subject to appeal by the Union to the State Employment Relations Board (SERB) pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

If SERB determines that the position is appropriately within the Bargaining Unit, the parties shall meet to negotiate over the rate of pay and other benefits unique to that position. If the parties are unable to reach agreement as to the rate of pay, the City shall implement a rate of pay for the classification and the parties shall negotiate over the rate of pay during the next round of collective bargaining negotiations.

Section 2.4. Changes in Methods of Operation. Substantial changes in the methods of operation, tools, and/or equipment shall be the prerogative of the City. The establishment of the rate of pay for such job(s) and the placing of such job(s) in an existing classification shall likewise be the prerogative of the City.

ARTICLE 3 - UNION SECURITY

Section 3.1. Dues Deduction. The City agrees to deduct Union membership dues in accordance with this Article for all employees eligible for the Bargaining Unit.

Section 3.2. Maintenance of Dues Payment. The City agrees to deduct initiation fees and regular Union membership dues once each pay period of any employee in the Bargaining Unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the City by the Union. Upon receipt of the proper authorization, the City will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the City. The City shall forward the membership dues deducted to the Controller of Ohio Council 8, AFSCME, AFL-CIO along with two lists: 1) one list of the names and addresses of all union members for whom dues were deducted, 2) the names and addresses of all bargaining unit members.

Section 3.3. The Union agrees to indemnify and hold the City, its officials, representatives and agents harmless against any and all claims, demands, suits or other forms of liability, including but not limited to, such items as wages, damages, awards, fines, court costs and attorney fees, which may arise by reason of or result from the operation of this Section of the Agreement.

Section 3.4. Union Responsibility. The parties agree that the City assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the City harmless from any claims, actions or proceedings by any employee arising from deductions made by the City pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 3.5. Maintenance of Membership. Employees who are members of the Union may revoke their Union membership at any time by sending written notice to the Union of their desire to drop their Union membership. Revocation of Union membership does not revoke Union dues authorization, which may only be revoked as set forth below.

Section 3.6. Union Dues Revocation. Any employee who has submitted a dues checkoff authorization card may withdraw or revoke the same at the time and in the manner specified on the dues checkoff authorization card signed by the employee or as amended by the Union if the revocation specifies a shorter revocation period than one fifteen (15) day period tied to the end of the collective bargaining agreement. Copies of employees' dues checkoff authorization cards are available from the Union upon request.

~~Section 3.5. City Responsibility. The City shall be relieved from making individual check-off deductions upon an employee's: 1) termination of employment; 2) transfer to a job other than one covered by the Bargaining Unit; 3) layoff from work; 4) unpaid leave of absence; 5) revocation of the check-off authorization; or 6) resignation from the Union.~~

The City shall not be obligated to make dues deductions from any employee who, during any dues period (months) involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deductions of Union dues.

Section 3.67. Errors in Processing. The parties agree that neither the employees nor the Union shall have a claim against the City for efforts in the processing of deductions, unless a claim of error is made to the City in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

Section 3.78. Dues Rate. The rate at which dues are to be deducted shall be certified to the payroll clerk by the Union. Two (2) weeks advance notice must be given to the payroll clerk prior to making any changes in an individual's dues deductions.

Section 3.89. Bulletin Board. The Union shall be permitted to maintain a Union bulletin board at each reporting location of members in the Bargaining Unit. Union bulletins, Union material, and other communications of interest to Bargaining Unit members only shall be permitted to be posted on this board. No derogatory material shall be posted on the Union bulletin board.

Section 3.910. Ballot Boxes. The Union shall be permitted, upon prior notification to the Mayor, to place a ballot box at City Hall or other reporting location of members of the Bargaining Unit, for the purpose of collecting members' ballots on all Union issues subject to ballot. Such box shall

be the property of the Union and neither the ballot box nor its contents shall be subject to the City's review.

Section 3.4011. Use of City Mail System. The Union shall be permitted reasonable use of the intra City mail system, i.e., access to members' mail slots, for the direct distribution of material pertaining to collective bargaining, contract administration, or other similar business germane to the Union's role as exclusive representative of the Bargaining Unit. The Union shall observe established City procedure for the distribution of all such materials; however, the material, when placed in a sealed envelope clearly marked as Union communication, shall not be subject to review by the City or the Service Department.

Section 3.412. Use of Lunchroom. The Union shall be permitted reasonable use of the employee lunchroom to conduct informational meetings directly after working hours, during lunch hour or on breaks with the prior approval of the Service Director. Such meetings shall not interfere with the operations of the City.

ARTICLE 4 - NON-DISCRIMINATION

Section 4.1. Joint Pledge. Neither the City nor the Union shall discriminate against any Bargaining Unit employee on the basis of age, sex, race, color, creed, religion, ancestry, national origin, handicap, or application for participation in the Ohio Workers' Compensation Program.

Section 4.2. Gender. All references to employees in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

Section 4.3. City Pledge. The City agrees not to interfere with the rights of Bargaining Unit members to become members of the Union, and the City shall not discriminate, interfere, or coerce any employee because of Union membership or because of or regarding his activities as an officer or other representative of the Union.

Section 4.4. Union Pledge. The Union agrees not to interfere with the rights of a member to refrain from or resign from membership in the Union, and the Union shall not discriminate, interfere with, restrain or coerce any member from exercising the right to abstain from membership in the Union.

ARTICLE 5 - GRIEVANCE PROCEDURE

Section 5.1. Grievance Defined. A grievance is defined as an allegation that there has been a breach, misinterpretation or improper application of any term or terms of this Agreement.

Section 5.2. Qualifications. A grievance may be filed by Bargaining Unit member(s) or by the Union as exclusive representative to enforce its rights under the Agreement or on behalf of a group of Bargaining Unit members who are affected by the act or condition giving rise to the grievance in the same or similar manner. The Union shall not process a grievance on behalf of any member

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without the member's knowledge and consent. A Bargaining Unit member has the right to present grievances and have them adjusted, without intervention of the Union, as long as the adjustment is consistent with the terms of this Agreement and as long as the Union is present at the adjustment.

Section 5.3. Jurisdiction. Nothing in this Grievance Procedure shall deny Bargaining Unit members the opportunity to appeal to and/or exercise their legal right to appear before any judicial or administrative forum, except the Bexley Municipal Civil Service Commission as hereinafter provided. If a Bargaining Unit member elects to pursue such a judicial or administrative remedy, and an administrative tribunal or court takes jurisdiction, a member is thereafter precluded from seeking a remedy under the Grievance Procedure. In that this Grievance Procedure culminates in final and binding arbitration, the Bexley Municipal Civil Service Commission shall have no jurisdiction to receive and determine any appeals relating to matters which are proper subjects under this Grievance Procedure.

Section 5.4. Grievance Procedure. The following steps and procedures shall be utilized in the resolution of grievances:

Informal Procedures A grievance may be processed through an oral discussion with the employee's immediate supervisor within five (5) working days of the day the grievant became aware or should have become aware of the incident giving rise to the grievance. The immediate supervisor shall meet informally with the grievant. Neither the supervisor nor the grievant shall be represented at this stage of the grievance procedure.

A. Step One.

1. If the grievance is not resolved to the satisfaction of the grievant using the informal procedure outlined above, the grievance shall be reduced to writing and filed with the employee's Department Head no later than fourteen (14) calendar days from the date the grievant became aware or should have become aware of the incident giving rise to the grievance. The supervisor shall date stamp the Form on the date of its receipt.
2. As soon as is practicable, but no later than seven (7) calendar days after his receipt of the written grievance, the immediate supervisor shall affix his written response and return one copy of it to the Union and the grievant.

B. Step Two.

1. Should the grievant or Union not be satisfied with the response to the grievance at Step One of the procedure, he may appeal the grievance to the Service Director. The grievant or the Union shall initiate this appeal within seven (7) calendar days after receipt of the Step One response, by delivering a copy of the Grievance Form containing written responses from prior steps, and any other pertinent documents to the Service Director. The Department Head or designee shall date stamp the Grievance Form on the date of its receipt.

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2. Within seven (7) calendar days of his receipt of the Grievance Form, the Service Director shall investigate the grievance and shall schedule and conduct a meeting to discuss the grievance with the grievant and the Union. The grievant may bring to the meeting a Union Steward or Officer and/or Union non-employee representative. The Service Director may be joined in the meeting by any designated representative of the City. The parties may mutually agree to the attendance of other persons.
3. At the meeting called for at this Step, the grievant and/or representative will be permitted to give a full explanation of the grievance and the material facts relating thereto. The City may elect to inquire of the grievant or respond in the meeting in addition to the required written response.

C. Step Three.

1. Should the grievant or the Union not be satisfied with the response to the grievance at Step Two of the procedure, he or the Union may appeal the grievance to the Mayor and/or his designee. The grievant or the Union shall initiate this appeal within seven (7) calendar days after receipt of the Step Two response, by delivering a copy of the Grievance Form containing the written responses from prior steps and any other pertinent documents, to the office of the Mayor. The Mayor and/or his designee shall date-stamp the Grievance Form on the date of its receipt.
2. Within ten (10) calendar days of his receipt of the Grievance Form, the Mayor or designee shall investigate the grievance and shall schedule and conduct a meeting to discuss the grievance with the grievant and the Union. The Grievant may bring to the meeting a Union Steward and/or Union Officer and/or a non-employee Union Representative. The Mayor or designee may be joined in the meeting by the Department Head who conducted the Step Two grievance meeting and a designated City Representative.
3. At the meeting called for at this Step, the grievant and/or Representative will be permitted to give a full explanation of the grievance and the material facts relating thereto. The City may elect to inquire of the grievant or respond in the meeting in addition to the required written response.
4. Within fourteen (14) calendar days after the meeting at this step, the Mayor or designee shall submit to the grievant and to the Union a written response to the grievance, which response shall be signed and dated.
5. Should the grievant or the Union not be satisfied with the Mayor's response to his grievance at Step Three, he shall notify the Grievance Representative of his desire to proceed to arbitration. The Grievance Representative will present the grievant's request to the Union. Should the Union determine to proceed to arbitration with the grievance, the Union President or non-employee Union Representative shall so notify the City by written notification. This written notification shall be delivered

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by hand or received by the Mayor's Office within fourteen (14) calendar days after the grievant's and Union's receipt of the Mayor's response.

Section 5.5. Time Off for Presenting Grievances. A Bargaining Unit member and Union Steward and/or Union Officer shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the Grievance Procedure with prior approval of the respective supervisors. If approval is withheld, any applicable time limit shall thereby be extended for the period of time necessary to allow the grievant and/or representative time off to attend such meetings. When a grievance meeting is held on a shift other than the scheduled shift hours of the grievant and or his Grievance Representative, both the grievant and the representative shall be compensated for the time spent in the grievance meetings. At no time shall attendance at a grievance meeting by the representative result in overtime pay. Such time off with pay when not on a regularly assigned shift shall not be considered as hours worked or paid status when calculating overtime.

Section 5.6. Time Limits. It is the City's and the Union's intention that all time limits in the grievance procedure shall be met. However, to the end of encouraging thoughtful responses at each Step, the parties' designated representatives may mutually agree, at any Step, to time extensions, but any such agreement must be in writing and signed by the parties. In the absence of such mutual extensions, either party may, at any Step where a submission of the grievance appeal or a response is not forthcoming within the specified time limits, presume the grievance to have been advanced to the next Step in the Procedure on the day following the expiration of the time limit. Any Step in the Grievance Procedure may be waived by mutual consent.

If an office specified for receipt of a grievance, grievance appeal, or grievance response is closed for an entire day, which day is the last day of the time period prescribed for the filing of a grievance or a response to a grievance or grievance appeal, then the grievance, grievance appeal or response may be filed on the next day on which such office is open.

Section 5.7. Representatives in Meetings. In each step of the Grievance Procedure outlined in Section 5.4, certain specific Representatives shall be given approval to attend the meetings therein prescribed. It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, it is understood by the parties that, in the interest of resolving grievances at the earliest possible step, it may be beneficial that other representatives, not specifically designated, be in attendance. Therefore, the parties may mutually agree to the attendance of other representatives.

Section 5.8. Grievance Forms. The City and the Union shall develop jointly a Grievance Form. Such forms will be supplied by the Union and made available to all Grievance Representatives.

ARTICLE 6 - ARBITRATION AND GRIEVANCE MEDIATION

Section 6.1. Selection of the Arbitrator. Within fourteen (14) calendar days following the receipt of the Union President's or non-employee representative's written notification of the Union's intention to proceed to arbitration, the Mayor, either personally or through an appropriate

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City designee, and the Union President or his designee, will consult and attempt to select an impartial arbitrator by mutual agreement. In the event these representatives cannot reach agreement on an arbitrator, by joint letter the parties will request the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS), to submit a panel of seven (7) arbitrators from which the City and the Union shall select one by mutual agreement. If an agreement cannot be reached as to one mutually acceptable arbitrator from the panel, an arbitrator will then be selected by the representatives of the parties by alternatively striking names and selecting the final remaining name. Either party shall have the option to completely reject the list of names and request another list only once.

Section 6.2. Authority of Arbitrator. The arbitrator shall conduct a fair and impartial hearing on the grievance, hearing testimony and evidence from both parties, unless the parties mutually agree to submit their dispute on written stipulations. The arbitrator shall not have authority to add to, subtract from, modify, change or alter any provision of this Agreement. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall, absent mutual agreement of the parties, have no authority to determine any other issue not so submitted to him. The arbitrator shall not issue observations or declarations of opinion which are not directly essential in reaching a decision on the issue(s) in question. The arbitrator shall not establish any new or different wage rates not negotiated in this agreement, except as specified in Article 2 of this Agreement. In disciplinary cases, the arbitrator shall have the authority to affirm, disaffirm, or modify said discipline.

The question of arbitrability of grievances may be raised by either party before the arbitrator hears the merits of the grievance. If a question of arbitrability is raised, the arbitrator may either rule on this issue or reserve ruling on the same and hear the merits of the grievance before issuing a ruling on this question.

The decision of the arbitrator shall be final and binding upon the Union, the City and the Grievant.

Section 6.3. Arbitration Costs. The costs of any proof produced at the direction of the arbitrator, and the rent, if any, for the hearing room shall be borne equally by each party. The expenses of any non-employee witnesses shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript. Any affected member in attendance for such hearing shall not lose pay or any benefits to the extent such hearing hours are during his normally scheduled working hours on the day of the hearing. All costs directly related to the services of the arbitrator shall be paid by the losing party.

If there is a dispute as to whom is the losing party, the arbitrator shall make such determination. If the arbitrator upholds the position of each party in part, the arbitrator shall allocate which fees shall be borne by each party. Nothing herein precludes the parties' ability to reach a settlement wherein the arbitrator's fees are allocated by mutual agreement of the parties.

Section 6.4. Arbitrator's Award. The arbitrator's decision will be in writing and should be mailed to the Union and the City within thirty (30) days from the date the hearing record is closed.

Section 6.5. Grievance Mediation.

- A. Grievance mediation shall be established as an option which is available to the parties after the Union has moved the grievance to the arbitration step of the grievance procedure.
- B. Grievances which have been appealed to arbitration may be referred to mediation by mutual agreement of the parties. Arbitration scheduling will give priority to cases which have been to mediation first.
- C. The parties will mutually select a mediator and may utilize State Employment Relations Board (SERB) mediators, FMCS mediators, or any other agreed upon person to serve as mediators for the purposes of grievance mediation.
- D. The grievant or steward as designated by the Union shall have the right to be present at the mediation conference and each party may have no more than two (2) representatives as a participant in the mediation effort. Persons representing the parties shall be vested with full authority to resolve the issues being considered.
- E. The mediator may employ all of the techniques commonly associated with mediation, including private caucuses with the parties, but the taking of oaths and the examination of witnesses shall not be permitted and no verbatim record of the proceeding shall be taken. The purpose of mediation effort is to reach a mutually agreeable resolution of the dispute and there will be no procedural constraints regarding the review of the facts and arguments. There shall be no formal evidence rules. Written materials presented to the mediator will be returned to the party at the conclusion of the mediation meeting.
- F. Mediation efforts will be informal in nature and shall not include written opinions or recommendations from the mediator. In the event that a grievance which has been mediated actually is arbitrated following an unsuccessful mediation, there shall be no reference in the arbitration proceeding to the fact that a mediation conference was or was not held. Nothing said or done by the mediator or statements or settlement offers made by the parties during mediation may be referenced or introduced into evidence at the arbitration hearing.
- G. At the mediation conference the mediator shall first seek to assist the parties in reaching a mutually satisfactory settlement of the grievance which is within the parameters of the collective bargaining agreement. If a settlement is reached, a written settlement agreement will be entered into the mediation conference. The mediator shall not have the authority to compel the resolution of a grievance.
- H. If a grievance remains unresolved at the end of the mediation session the mediator will provide an advisory opinion as to how the grievance is likely to be decided if it is presented at arbitration. This opinion is non-binding and inadmissible in any subsequent arbitration proceeding.

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- I. If the parties do not accept the advisory opinion of the mediator the Union may continue to appeal the grievance to arbitration.
- J. The dates, times and places of mediation sessions will be determined by mutual agreement of the parties. Each party shall designate a representative responsible for scheduling mediation sessions.
- K. The fees and expenses to be charged by the mediator shall be established by the mediator. Fees and expenses for grievance mediation shall be shared equally by the parties.

ARTICLE 7 - UNION REPRESENTATION

Section 7.1. Union Representatives. Representatives of the Union shall be admitted to the City's facilities for the purpose of processing grievances or attending meetings.

Section 7.2. Grievance Representatives. The Union shall designate no more than four (4) members of the Bargaining Unit, preferably one from each shift, to serve as Union Stewards who shall be recognized by the City. In addition the City shall recognize the following Union Officers: President, Vice President, Secretary and Treasurer. Only the President and Vice President shall be additional designated local union representatives for the purpose of processing grievances.

It is understood that grievance representatives, as well as officers of the Local Union may, while on duty, assist members in the processing of grievances and consult with the Union representatives and members in regard to contractual matters, provided that advance supervisory approval is obtained and provided such activity does not interfere with, disrupt, or interrupt normal departmental operations.

ARTICLE 8 - MANAGEMENT RIGHTS

Section 8.1. Management Rights and Responsibilities. To the extent provided by law, the City retains the exclusive right and authority to administer the business of the City in addition to the other functions and responsibilities which are required by law, and the full right and responsibility to direct the operations of the department, to promulgate reasonable rules and regulations and to otherwise exercise the prerogatives of management, which more particularly include but are not limited to the following:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of service, its over-all budget, utilization of technology and organizational structure.
- B. Direct, supervise, evaluate or hire employees.
- C. Maintain and improve the efficiency and effectiveness of governmental operations.

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- D. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted.
- E. Suspend, discipline, demote, or discharge for just cause; or layoff, transfer, assign, schedule, promote or retain employees.
- F. Determine the adequacy of the workforce.
- G. Determine the overall mission of the employer as a unit of government.
- H. Effectively manage the work force.
- I. Take action to carry out the mission of the public employer as a governmental unit.

Section 8.2. Matters Bargained and Not Bargained. The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of reasonable policies, rules, and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express terms of this Agreement. The City is not required to bargain with the Union during the term of this Agreement on subjects reserved to its management and direction, except as affect wages, hours, terms and other conditions of employment and the continuation, modification or deletion of a provision of this Agreement. Similarly, the parties agree that any benefit including PERS pick up is intended only for the term of this Agreement, and nothing herein shall obligate the Employer to continue to provide any benefit in future collective bargaining agreements.

ARTICLE 9 - INTERNAL REVIEW PROCEDURE

Section 9.1. Requirements. These requirements shall apply to internal administrative investigations.

- A. Reasonably in advance of an investigatory interview, written notification stating the charges made against him is to be given to the member. The member is to be provided a copy of the written charges.
- B. Investigation interviews shall be scheduled so that the member has reasonable opportunity to obtain representation from the Union, who shall be permitted to be present at the investigation interview. Such reasonable opportunity shall in no case be more than four (4) hours later than the originally scheduled interview. Further, if the known result of the interview will result in no more than a written reprimand and the member is so advised, the member shall have a right to local union representation and the City may move forward on the interview. If during the interview the City becomes aware of an issue(s) not previously known that could result in discipline greater than a written reprimand, the City will immediately terminate the interview and afford the member the opportunity to obtain a representative under the time limits stated above.

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- C. Notification is to be provided at the beginning of the investigation interview as to the specific facts which support the charge.
- D. The member is advised at the beginning of the interview whether it is a criminal or administrative investigation.
- E. All investigation interviews will be taped by the City. A copy of the tape will be provided by the City to the member being investigated, if requested.
- F. No anonymous complaints will be acted upon by the City, unless there is sufficient corroborative evidence.
- G. No member under investigation or member called as a witness shall be charged with insubordination for failing to answer questions at the investigation interview unless the member is first advised that such failure may be the basis for such action.
- H. Notification shall be provided to the member upon conclusion of the investigation as to its outcome.
- I. No polygraph examination of a member shall be conducted without written consent.
- J. These same requirements shall apply to members called as witnesses.

Section 9.2. Exceptions. It is understood by the parties that the minimum requirements specified in subsection 1 of this Article do not extend to day to day communications which occur between a supervisor and a member, including but not limited to the following occurrences: performance evaluations; training; counseling sessions; work related instructions, or meetings or the furnishing of reports concerned with the initial investigation of any incident which do not involve the conduct of a formal internal affairs investigation at that point in time. However, when a supervisor or investigator has determined that an internal investigation interview of a member is warranted due to allegations made against the member, the member shall be notified in writing that he is subject to such an investigation interview.

ARTICLE 10 - CORRECTIVE ACTION AND RECORDS

Section 10.1. Corrective Action for Cause. No Bargaining Unit member shall be reduced in pay or position, suspended, removed, or reprimanded except for just cause.

Section 10.2. Progressive Corrective Action. The principles of progressive corrective action will be uniformly followed with respect to minor infractions, as determined by the Service Director. The progression may include a documented counseling, a written reprimand, a demotion defined as a reduction in pay or position, and a suspension for the same or related offenses prior to dismissal. The City may deviate from this progression where an employee is found guilty of gross misconduct or gross criminal misconduct.

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Section 10.3. Departmental Hearings. Prior to a department hearing before the Mayor or his designee, the Bargaining Unit member and the Union Representative will receive a written statement of all charges and specifications. At such hearing, the member will be allowed to be represented by the Union and will be allowed to call witnesses and will be given an opportunity to cross-examine adverse witnesses.

A member who is charged or his representative may make a request for a continuance of the hearing which shall be granted by the Mayor or his designee where good cause is shown.

The Employer has the right to relieve a member from duty without loss of pay pending a predisciplinary conference.

Section 10.4. Appeal from Mayor's Disciplinary Decision. A member may appeal a disciplinary decision made by the Mayor or designee directly to arbitration without resort to the steps in the grievance procedure as set forth in Article 5. Such appeal must be made with the approval of the Union within thirty (30) days of the member's receipt of the disciplinary decision of the Mayor or designee. In order to invoke the arbitration process, an appeal must be delivered to the Mayor within the thirty (30) day calendar period.

Section 10.5. Duration of Records. Progressive disciplinary records shall be maintained as follows:

A. Documented counseling may be retained for no more than one (1) year after the date of issuance, provided that no intervening discipline occurs within this one (1) year period, and the record of a documented counseling shall have no further force and effect after the one year period and shall be removed from the file upon request of the member.

1. "Documented counseling" is a warning which is the first step in the disciplinary progression.

The retention period shall be extended for a like period of time if disciplinary action of the same or similar nature is taken against a member.

B. Written reprimands may be retained for no more than two years after the date of issuance, provided that no intervening discipline occurs within this two (2) year period, and the record of a written reprimand shall have no further force and effect after that period of time and shall be removed from the file upon the request of the member. The retention period shall be extended for a like period of time if disciplinary action of the same or similar nature is taken against a member.

C. Suspensions of less than thirty (30) working days may be retained for no more than three (3) years after the date of issuance, provided that no intervening discipline occurs within the three (3) year period, and the record of suspension shall have no further force and effect after that period of time and shall be removed from the file upon request of the member. The retention period shall be extended for a like period of time if disciplinary action of the same or similar nature is taken against a member.

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- D. Suspensions of thirty (30) working days or more, reductions or removals will not be removed from the member's personnel file.

Section 10.6. Review of Personnel files. Every member shall be allowed to review any of his personnel files, at any reasonable time upon written request. A member of the Union may also authorize his attorney to review the personnel file. Such request shall be made to the supervisor directly responsible for the maintenance of such files and such review shall be made in the presence of such supervisor or his representative.

No unfounded, unsubstantiated, inaccurate, irrelevant, untimely or incomplete information shall be maintained in a member's personnel file.

Section 10.7. Disclosure of Personnel files. If a request is made to review a personnel file pursuant to Ohio Revised Code Section 149.43 and the City intends to comply with the request, the City will make every reasonable effort to promptly notify the affected member that a request for disclosure had been made. The member shall be allowed to review the file prior to the request being honored if he chooses to do so. The City will disclose to the requesting member of the public, information contained in a personnel file not later than forty-eight (48) hours after the request for disclosure is made, or as soon as possible after the affected member has reviewed his personnel file, whichever occurs sooner.

Section 10.8. Indemnification. In the event that the City incurs or is threatened with liability or litigation as a result of its adherence to the provisions contained in subsection 7 of this Article, the Union shall indemnify the City of any resulting monetary liability incurred by the City and shall reimburse the City for all attorneys' fees and related expenses incurred by the City in connection with the City's defense of its actions.

Section 10.9. Inaccurate Documents. Should a member have a reason to believe that there are improper or inappropriate documents in his file, the member may notify the Mayor in writing of the alleged improper or inappropriate information. The member shall have the right to submit a written statement detailing his objections to the materials in question. If the claim cannot be mutually agreed upon, the member and/or the City may attach a written rebuttal to the material in question.

Section 10.10. Performance Evaluations. A member's signature on any performance evaluation shall be viewed by the parties only as a representation that the employee has read it and shall not be viewed as a representation that the Bargaining Unit member has concurred in any or all of the contents or comments therein. The member of the Unit shall, upon request, receive a copy of the evaluation in its final form and nothing shall be added thereafter.

Section 10.11. Placement of Material in Personnel File. No document which does not include as part of its normal distribution a copy to the member, or which does not originate with the member, shall be placed in the personnel file unless the member is simultaneously provided a copy. Anonymous material shall never be placed in the member's personnel file.

ARTICLE 11 - WORK RULES AND DIRECTIVES

Section 11.1. New Work Rules. The City agrees that new work rules adopted after the effective date of this Agreement shall be reduced to writing and provided to the Union in advance of their enforcement.

Section 11.2. Effect of Work Rules. Any charge by a member that a work rule is in violation of this Agreement shall be the proper subject of a grievance, as is a charge that a work rule has not been applied or interpreted uniformly to all affected members. No member shall be disciplined for alleged violation of a work rule which has not been promulgated as set forth in subsection 1 of this Article.

ARTICLE 12 - LABOR MANAGEMENT MEETINGS

Section 12.1. Philosophy. The City and the Union recognize the responsibility each have to make full use of the knowledge, talent and commitment of all who are involved in the delivery of services to the citizens of the City. The City and the Union recognize the benefit to each of exploration and study of issues which may enhance or detract from the ability of the Service Department to provide the highest standards of service.

Toward this end, the City and the Union agree to create and maintain Labor Relations Meetings as an active forum for the exploration of mutual concerns.

The City and the Union shall use this forum not as a substitute for collective bargaining nor as a mechanism for modifying the Agreement; rather, the forum is seen as an adjunct to the collective bargaining process and as an aid in implementing and maintaining the Agreement. This forum will also be useful as a place to discuss issues which arise outside the context of collective bargaining but which represent impediments to a quality work environment or which threaten the Department's ability to deliver services in the most efficient manner possible. No issue which is the subject of a pending grievance will be decided in this forum unless mutually agreed to by the City and the Union.

Section 12.2. Role of Participants. Participation in Labor Relations Meetings does not imply a change in roles for the participants relative to their duties within the Department or the Union. Each participant will continue to have the same responsibilities and obligations as now fall upon him consistent with his position. Decisions relative to the conduct of affairs of the Service Department will continue to be made by the Mayor or Service Director. Decisions relative to the conduct of the Union shall continue to be made by the Union President. Participation in Labor Relations Meetings will not change former roles; however, it is the expectation of both parties that the free flow of information and the active discussion of common concerns will positively influence both the decision made by each party and the chances for acceptance of those decisions.

Section 12.3. Time of Meetings. Unless mutually agreed otherwise, once every quarter on a mutually agreeable day and time, the Mayor or his designated representative and not more than

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three (3) other members of management shall meet with not more than three (3) employee representatives and one (1) non-employee representative of the Union who are selected by the Union. Upon mutual agreement, non-participants may be included in meetings if they are thought to have information or resources which could assist in the resolution of agenda items. Furthermore, it is agreed by both the City and the Union that additional meetings shall be held as often as is mutually agreed necessary.

Agendas will be exchanged by both parties at least five (5) working days in advance of the scheduled meetings with a list of matters to be taken up in the meeting and the names of those representatives who will be attending.

Section 12.4. Commitments. The success of the Labor Management Meetings will depend upon the strength of the commitment made jointly and independently by the City and the Union. The City and the Union agree that:

- A. They will use the forum for constructive exploration of difficult issues.
- B. They will make every effort to develop the meetings into substantive open non-emotional explorations of the issues which form the mutually agreed upon agenda for such meetings.
- C. They will recognize their separate viewpoints on and responsibilities for issues but attempt to hear the viewpoints of others with the objective of finding constructive resolutions for problems.

The City agrees:

- A. It will work in good faith with the Union to attempt to reach consensus on the best means of resolving issues.
- B. For each person selected to represent the Union at the Labor Relations Meetings, the City will consider such service to be a part of his job duties when the meeting occurs during the assigned work hours of the participants.

The Union agrees:

- A. It will work in good faith with the City to reach consensus on the best means for resolving issues.
- B. It will take whatever actions are necessary to keep the Bargaining Unit members informed about the developments in the Labor Management Meetings and decisions made through this process.

Section 12.5. Purpose. The purpose of such meeting shall be to:

- A. Discuss the administration of the Agreement.

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- B. Discuss grievances which have not been processed to the third-party adjudication step of the procedure when such discussions are mutually agreed to by the parties.
- C. Notify the Union of changes made or contemplated by the City as permitted by the collective bargaining agreement which effect Bargaining Unit members of the Union, including advising on new or combined classifications.
- D. Disseminate general information of interest to the parties.
- E. Give the Union representatives the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members, including interpretations of the Agreement where such discussion may prevent the necessity of filing a grievance.
- F. Discuss ways to increase productivity.

Section 12.6. Miscellaneous. Written responses, reasonably requested by the City or Union during such meetings in regard to items raised by either party who attended such meetings, shall be furnished to the receiving party within ten (10) days after such meetings, unless the parties mutually agree to a time extension. It is further agreed that if special labor-management meetings have been requested, and mutually agreed upon; they shall be convened as soon as possible.

ARTICLE 13 - LAYOFFS/JOB ABOLISHMENT

Section 13.1. Action. When the City determines that it is necessary to reduce the work force, Bargaining Unit employees in the classifications affected shall be laid off in the following order:

- A. Temporary, part-time and seasonal employees;
- B. Employees who have not completed their probationary period;
- C. Employees who have completed their probationary period.

Section 13.2. Recall and Reinstatement. Employees shall be laid-off on the basis of City-wide seniority (i.e., last hire - first laid off). An employee designated for layoff may bump into another classification of equal pay or lower pay but may bump only a less senior employee. An employee who bumps must qualify for the job into which he is bumping. An employee who wishes to exercise his bumping rights shall notify the City of his desire to do so within five (5) days of the lay-off notice.

When employees are laid off, the City shall create a recall list. The City shall recall employees from layoff as needed. The recall shall be according to seniority beginning with the most senior employee and progressing to the least senior employee. An employee shall be eligible for recall for a period of one (1) year after the effective date of the layoff.

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Notice of recall from a layoff shall be sent to the Bargaining Unit member by certified mail with copies to the Union. The mailing shall be to the last mailing address provided by the employee to the City. Bargaining Unit members have an obligation to keep the City advised of this current mailing address.

The recalled employee shall have fourteen (14) days following the receipt of the recall notice to notify the City of his intention to return to work and shall have fourteen (14) days following the receipt of the recall notice in which to report to duty, unless a different date is otherwise specified. Section 13.3. Notice. Regular full-time employees shall be given at least thirty (30) but not less than fourteen (14) days advance written notice of a layoff or reduction in force. The written notice must specify the circumstances which made the layoff necessary.

Section 13.4. The City will not assign the work of this bargaining unit to employees in any other bargaining unit of this City, except in cases of emergency. From time to time, supervisors may perform work otherwise performed by members of this bargaining unit.

ARTICLE 14 - MISCELLANEOUS

Section 14.1. Health and Safety. It is agreed that safety is a prime concern and responsibility of the City, the members and the Union. In this regard:

- A. The City agrees to provide safe working conditions and equipment for members.
- B. The member accepts the responsibility to follow all safety rules and safe working methods of the City. All unsafe working conditions shall be reported by the member to his supervisor as soon as any unsafe working condition is known.
- C. The City and the Union shall consider and discuss safety and health related matters and explore ideas for improving safety at the regularly scheduled Labor Relations Meetings.

Section 14.2. Agreement Copies. As soon as possible, following the signing of this Agreement the City and the Union shall have printed at least fifty-five (55) copies of this Agreement. Twenty (20) copies shall be provided to the City and the remainder shall be provided to the Union for distribution to Bargaining Unit members.

In addition the Union and the City shall each receive four (4) signed and dated original copies of this Agreement.

Section 14.3. Liability Insurance. The City agrees to continue to furnish and maintain a liability policy which will indemnify and reimburse the cost of defense and to protect Bargaining Unit members from loss, liability, claims and suits resulting from their duties as employees of the City.

Effective January 1, 2022, all bargaining unit employees shall be required to have a commercial driver's license. Employees who are required to have a commercial driver's license (CDL) or a valid Ohio driver's license as a condition of their employment and whose licenses are

suspended or revoked shall be terminated from employment with the City. Employees who are required to have a CDL or a valid Ohio driver's license as a condition of their employment and whose driving record is such that the employee cannot be covered under the liability insurance of the City of Bexley shall be given an opportunity to purchase their own insurance, at the employee's expense, provided that the employee's insurance policy lists the City of Bexley both as an employer and as an additional insured on the policy and that the policy limits are at least the same as the limits maintained by the City of Bexley. If an employee cannot furnish his own insurance policy as provided in this section, the employee shall be terminated from employment with the City.

The City of Bexley shall maintain a liability policy which provides, as a minimum, that the employees of the City who need insurance coverage under this section shall be covered unless and until the employee's Ohio driving record reflects at least three moving violations or four accidents in a two year period.

Section 14.4. Position Description Modifications. In the event that the City modifies the position description of an existing position, the City will provide a copy of the modified position description to the Union President. The City will provide a copy of all bargaining unit position descriptions to the local president within five (5) working days of receiving the written request.

ARTICLE 15 - WAGES

Section 15.1. All bargaining unit employees shall be paid the hourly rates of pay, in their respective classification and Step, in accordance with Pay Plan Chart set forth in Appendix A.

Wages set forth in Appendix A shall be increased as follows:

Effective January 1, 2022- Increase of 4%.

Effective January 1, 2023- Increase of 3%.

Effective January 1, 2024- Increase of 3%

Section 15.2.

~~For employees hired after January 1, 2013, the City shall pay 2.5% of the employee's share of the PERS contribution effective January 1, 2019.~~

~~For employees hired after January 1, 2013, the City shall pay an additional 2.5% of the employee's share of the PERS contribution (a total of 5%) effective January 1, 2020.~~

~~For employees hired after January 1, 2013, the City shall pay an additional 2.5% of the employee's share of the PERS contribution (a total of 7.5%) effective January 1, 2021.~~

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~~For those employees hired prior to January 1, 2013, the City shall pay 8.2% of their PERS contribution effective January 1, 2019.~~

~~For those employees hired prior to January 1, 2013, the City shall pay 7.9% of their PERS contribution effective January 1, 2020.~~

~~For those employees hired prior to January 1, 2013, In addition to the hourly wage rate set forth in Appendix A, the City shall pay 7.5% of the bargaining unit employees' PERS contribution effective January 1, 2021.~~

~~Employees hired prior to January 1, 2013 shall receive a lump sum payment equal to 2.8% of their annual wages effective in the first pay period of each calendar year of this agreement.~~

Section 15.3. If the Employer is unable to hire a new employee at the assigned beginning hourly rate, the Employer may hire at the lowest rate of pay within the classification that will attract qualified individuals. In so doing, the Employer agrees to notify the Union of such advanced rate hiring.

Section 15.4. All Bargaining Unit members shall be paid on a bi-weekly basis. All employees shall use direct deposit for their paychecks.

Section 15.5. Application of Pay Rates. The rates of pay set forth below in Appendix A are based on full-time employment for forty (40) hours in a work week, eighty (80) hours in a bi-weekly pay period, and two thousand eighty (2080) hours annually.

Newly hired employees shall remain in Step 1 for 365 days and thereafter shall move to Step 2. Once attaining Step 2, employees shall receive subsequent step increases every twelve (12) months thereafter until reaching Step 6.

~~Section 15.6. Public Employees Retirement System (PERS) Pick-Up. The Employer shall pick up the employee's share of PERS contribution as set forth in section 15.1 above. Moreover, the parties agree that, due to the benefit provided under this section, hourly rates of pay for Bargaining Unit members will be lower at the expiration of this Agreement than they would have been if hourly wage increases had been granted, and the Employer will be under no obligation to grant hourly wage increases in a succeeding labor agreement to make up for the shortfall.~~

ARTICLE 16 - LONGEVITY

Section 16.1. Longevity Pay. All Bargaining Unit members employed by the City on December 31, 2012 shall be entitled to longevity pay effective on each member's anniversary date. Such longevity pay shall be paid annually and will be included in the next regular pay following the employee's anniversary date as follows:

Beginning 5 th year	\$950.00
Beginning 10 th year	\$1,100.00

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Beginning 15th year \$1,250.00
Beginning 20th year \$1,500.00

~~Bargaining unit employees hired after January 1, 2013 shall not be entitled to longevity pay.~~

Section 16.2. Longevity pay shall be paid to a member upon the member's retirement, either voluntarily or by disability, or upon a member's death. Such payment shall be pro-rated from the member's most recent anniversary date to the date on which the separation occurs. In the event of a member's death, the payment shall be made to the member's spouse, or secondarily, to his estate.

Section 16.3. For the purposes of overtime calculations only, longevity pay will be included to calculate the regular hourly rate of compensation for the member.

ARTICLE 17 - HOLIDAYS

Section 17.1. Holidays. The following shall be considered legal holidays for Bargaining Unit members:

Day	Date
New Year's Day	January 1
Mark Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Fourth Monday in May
Juneteenth	June 19
Independence Day	July 4
Bexley Day	Second Monday in August
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving Day	Friday after Thanksgiving
Christmas Day	December 25

Section 17.2. When a holiday as set forth in subsection 1 of this Article falls on a member's regularly scheduled day off, that member will receive eight (8) hours pay at his regular rate of pay.

Section 17.3. Whenever a member is called in on a holiday on an overtime basis, the member will receive two (2) times his regular rate of pay for all overtime hours worked in addition to the holiday pay. Notwithstanding the number of hours worked on the holiday (as long as the member is actually called into work that day), the City will pay the member a minimum payment equal to three (3) hours pay for that day.

Section 17.4. Whenever one of the holidays set forth in subsection 1 of this Article falls on a Bargaining Unit member's regularly scheduled work day, that member shall receive eight (8) hours holiday pay at his regular rate of pay in addition to payment for work that day.

ARTICLE 18 - REGULAR WORK PERIODS AND OVERTIME

Section 18.1. Definition. The work week shall consist of forty (40) hours based on five (5) consecutive eight (8) hour workdays and two (2) consecutive days off. "Paid status" shall include work hours as well as all hours in paid status while on any approved leave, including holiday, personal, wellness, vacation, injury, military and sick leave.

Section 18.2. Overtime. All hours in paid status in excess of forty (40) hours per week shall be compensated at the rate of one and one-half (1 ½) times the member's straight time hourly rate of pay including any longevity increment. No member shall be paid for overtime work which has not been authorized by a supervisor.

Section 18.3. Training. In the case of a member's overtime resulting from attendance at a regularly scheduled training or educational school, conference or clinic, overtime will be calculated at one and one-half (1 ½) times the number of hours actually worked in training including any longevity increment.

Section 18.4. Call In Pay. When a member is ordered to report to work at a time which is not contiguous to his regularly scheduled shift, he shall be paid for a minimum of **three (3)** ~~two (2)~~ hours at the overtime rate including any longevity increment.

No call in pay shall be paid to any member who is ordered to report for a disciplinary hearing or a grievance hearing where he is the subject of the disciplinary hearing or of which he is the grievant.

Section 18.5. Compensatory Time. A member may accumulate and maintain up to forty (40) hours of compensatory time. The member must notify the City each pay period to indicate that they want this earned overtime to be accumulated as compensatory time. Compensatory time off requests must be made in advance and are subject to supervisory approval. Compensatory time may be carried over up until January 31st of the succeeding year adjusted to the rate of pay in effect in the preceding year.

ARTICLE 19 - WORKING OUT OF CLASSIFICATION/TEMPORARY TRANSFERS

Section 19.1. Working out of Classification. A Bargaining Unit member who is required to accept responsibilities and carry out duties of a position or classification above that which he normally holds for a period of eight (8) consecutive work hours or more shall be paid at the rate of that position. If the position for which the bargaining unit member is accepting responsibility for and carrying out the duties thereof is a supervisory position, the number of consecutive work hours required for the additional pay shall be reduced to three and one-half (3 1/2) consecutive hours or more.

Section 19.2. A Bargaining Unit member who is required to fulfill responsibilities and carry out duties of a position or classification below that which he normally holds shall be paid at his regular rate of pay.

ARTICLE 20 - VACATION

Section 20.1. The following shall be the vacation accrual rate for Bargaining Unit members:

End of year 1 through 3 rd year:	10 workdays
Beginning of year 4 through 7 th year:	12 workdays
Beginning of year 8 through 11 th year:	16 workdays
Beginning of year 12 through 14 th year:	17 workdays
Beginning of year 15 through 17 th year:	21 workdays
Beginning of year 18 through 21 st year:	22 workdays
Beginning of year 22 through termination:	26 workdays

Section 20.2. Personal Days. In addition to any vacation days accrued, each member will receive three (3) personal days off per calendar year.

Section 20.3. Annual Vacation and Personal Days Scheduling. Vacation and Personal Days may be taken in one (1) hour increments.

Section 20.4. Vacation and Personal Day Leave Scheduling.

- A. Vacation and personal day leave may be scheduled throughout the year by request approved in advance by the City. Normally, the City will approve such a request on a first come basis regardless of seniority.
- B. If a member requests vacation or personal day leave for an urgent personal reason, the City shall give immediate consideration to the request.

Section 20.5. Vacation Accrual and Carry Over. Vacation leave may accrue to a member in an amount equal to the accrual of one (1) year's vacation at a member's current accrual rate. A maximum of ten (10) days of vacation time may be carried over from year to year upon the written request of a member to the City. In addition, employees may carryover vacation days the Employer denies due to manpower constraints.

Section 20.6. Additional Compensations.

- A. A member who is separated from City service through removal, reassignment, retirement or a layoff and who has unused vacation leave to his credit, shall be paid in a lump sum for such unused vacation leave to his credit at the time of separation.
- B. When a member dies while in paid status, any unused vacation leave to his credit shall be paid in a lump sum to the surviving spouse, or to the estate of the deceased.
- C. All vacation hours shall be paid at full pay at the applicable straight time rates; however, if a member is ordered to work while on approved vacation leave, he shall be paid at the rate

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of one and one-half (1½) times the member's straight time hourly rate of pay for all hours worked.

Section 20.7. Prior Service Credit. Vacation rates are based on total full-time City service for all employees, including prior full-time service with the City of Bexley. In addition, vacation accrual rates will also be based upon any prior service credit of City employees who have prior service credit with Ohio municipalities, counties or the State of Ohio.

ARTICLE 21 - INSURANCE

Section 21.1. Maintenance of Current Insurance. All Bargaining Unit members shall be furnished insurance as follows: health care insurance, dental care insurance and vision care insurance, with the same benefit levels and coverage that is provided to other employees and elected officials of the City. Prior to implementing any substantive change in insurance benefit levels or coverage, the City will meet with the Union and interested bargaining unit employees to give the Union and employees an opportunity to provide input, in an advisory capacity, regarding the change.

In addition, the City will furnish at no cost to each Bargaining Unit member, life insurance of fifty thousand dollars (\$50,000.00) with an identical amount of Accidental Disability and Death (AD&D), in accordance with the provisions of any applicable insurance contract. Upon retirement an employee shall be offered the option to convert the life insurance coverage to an individual policy paid by the retiree at the applicable group rate and in accordance with underwriting standards. Employees will be afforded the opportunity to purchase additional life insurance coverage, with each participating employee responsible for paying the cost of such additional life insurance coverage

Section 21.2. Insurance Carriers. The City may, during the life of this Agreement, change insurance carriers. Prior to any transfer of coverage to the same or comparable program with a new insurance carrier, the Employer will notify the Union and provide the Union the opportunity for review, questions and comments. The City will endeavor to provide thirty (30) days advance notice of such change.

Section 21.3. Effective February 1, 2013, the following percentages of the premiums shall be paid by the City and each member for single or family coverage under the Preferred Provider Organization (PPO) health insurance plan:

<u>PREMIUM PERCENTAGE</u>	<u>SINGLE</u>	<u>FAMILY</u>
EMPLOYER	80%	80%
MEMBER	20%	20%

Effective January 1, 2013, bargaining unit members shall pay fifty percent (50%) of the monthly premium for vision and dental insurance.

Section 21.4. Option to Decline Group Health Insurance Coverage. Employees who are able to obtain health insurance through a spouse or other source may choose to decline coverage under the City's group health insurance plan. Eligible employees who opt to receive cash in lieu of insurance under this article and who follow the requisite procedure for effectuating that choice will receive cash in lieu of insurance in an amount and at times stated in Bexley Amended Ordinance 53-11 (amending Section 262.02(c)(19)(A) of the Bexley Administrative Code).

In order to be eligible to exercise this option, an employee must provide the City with a completed, signed waiver-form indicating that the employee has voluntarily chosen to decline the City-supplied group health insurance (single and family coverage) and that the employee has an alternative source of health insurance coverage. The City will provide employees with a form for this purpose. An eligible employee wishing to exercise the option to receive cash in-lieu-of group health insurance coverage must submit a request to do so, together with the completed waiver-form during the annual enrollment period. Employees who fail to meet these requirements must wait until the next enrollment period to exercise the cash in-in-lieu-of group health insurance coverage option.

Employees who have opted out of the City-supplied group health insurance coverage under this provision may later decide to obtain coverage under the City's group health insurance plan by submitting a completed, signed form to the City during the next annual enrollment period. The City will provide employees with an application form for this purpose. Employees who apply for City-supplied group health insurance coverage during the annual open enrollment period are not subject to pre-existing condition limitations.

An employee who separates from City employment, voluntarily or involuntarily, must repay to the City on a pro rata basis cash received in lieu of insurance coverage corresponding to the period of time following the employee's separation date. The City will automatically withhold this sum from the employee's final paycheck. An employee's obligation to repay this sum is not extinguished in the event that his final paycheck is not large enough to completely repay the amount owed to the City.

This section involves group health insurance only and in no way affects employees' eligibility for City-supplied vision, dental or life insurance coverage, if any.

ARTICLE 22 - SICK LEAVE

Section 22.1. Sick Leave Accrual. For each completed eighty (80) hours in paid status, [seventy nine (79) hours or eighty one (81) hours during the pay period when the change from standard time to daylight savings time or vice versa occurs] a member shall earn 4.616 hours of sick leave. The amount of sick leave time which may be accrued is 2,100 hours. All sick leave accrued prior to the effective date of Ordinance 15-90 shall be accounted for as if it has been earned at the base rate of pay in effect on January 1, 1990. Sick leave shall be charged in a minimum amount of one (1) hour.

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Section 22.2. Use of Sick Leave. A member may request sick leave for absences resulting from illness as described below. Sick leave may be requested for the following reasons:

- A. Illness or injury of the employee or a member of his immediate family.
- B. Exposure of the employee or a member of his immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others.
- C. Death of a member of the employee's immediate family.
- D. Necessary medical, dental or optical examinations or treatment of the employee or a member of his immediate family.
- E. Pregnancy, childbirth and/or related medical conditions.

For the purpose of this Article, the "immediate family" is defined as only: mother, step-mother, father, step-father, brother, sister, brother, child, stepchild, spouse, grandparent, grandchild, step-grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian or other person who stands in the place of a parent, or for whom the member stands in loco parentis.

Section 22.3. Sick Leave Approval. A member requesting sick leave shall inform his supervisor of the fact and reason at least one (1) hour prior to his scheduled starting time. Failure to do so may result in denial of sick leave for the period of absence unless the member provides to the City a written explanation for noncompliance which the City reasonably determines to be acceptable. The employee may be required to submit to a medical examination if the City suspects sick leave abuse.

The City may require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. If medical attention is required, a certificate stating the nature of the illness from a licensed physician or practitioner may be required to justify the use of sick leave. Falsification of illness information given verbally, by written, signed statement, by a physician's or practitioner's certificate or by any other means, shall be grounds for disciplinary action including dismissal.

Section 22.4. Termination of Services. When a full-time employee voluntarily terminates City employment, he also will receive one hour of pay for each eight hours of unused sick leave to his credit for a total unused sick leave up to and including 320 hours; one hour of pay for each four (4) hours of unused sick leave in excess of 320 up to and including 2,100 hours. The payment shall be calculated, in accordance with subsection 1 of this Article and shall constitute payment in full of all sick leave credit accrued but unused by the employee. No payment will be made to any employee, for any unused sick leave, unless it is in excess of 232 hours, and unless the employee voluntarily terminates City employment in good standing.

When a member dies while in paid status, all unused sick leave to his credit shall be paid in a lump sum to his surviving spouse, or secondarily to his estate, at the rate set forth above.

If a member is killed in the line of duty, all unused and accumulated sick leave to his credit shall be paid hour for hour, at the rate in effect at the time of the member's death, in a lump sum, to his surviving spouse, or secondarily, to his estate.

Section 22.5. Additional Sick Leave With Pay. Pursuant to Ordinance No. 49-90, in unusual and specific circumstances, and after the exhaustion of all of an employee's accumulated sick leave, the City may grant additional sick leave, with pay, to that employee. In each case, the City shall make a complete investigation, review and consult with the employee's department head regarding the employee's service and work record and the nature and seriousness of the employee's sickness or physical disability. A report shall be made and filed with the Auditor together with a medical certificate to explain the reasons for the extended leave.

The extension of days absent with pay may be made on any basis that the particular case warrants in the opinion of the City. However, the additional sick leave with pay shall not exceed twenty (20) work days in any given calendar year.

Section 22.6. Sick Leave Without Pay. In addition to the leaves granted above, the Mayor may grant, at its discretion, sick leave without pay to any Bargaining Unit employee who has exhausted his sick leave bank and paid sick leave benefits under subsection 5 of this Article. Sick Leave Without Pay shall not exceed twenty (20) work days in any given calendar year.

Section 22.7. Wellness Payment. Any Bargaining Unit member who works three (3) consecutive months (January-March, April-June, July-September and October-December) without any use of sick leave shall have the option of receiving one (1) day off with pay. A member may only choose to be off a maximum of four (4) days per calendar year. The day off with pay must be used in the three month period following the period during which it was earned or cashed in at the employee's option. The City agrees to cooperate with the employees in the scheduling of each day off, but the decision on scheduling a particular day off shall be subject to the sole discretion of the City. Use of sick leave as bereavement leave shall not deprive a member of the wellness payment.

A. Section 22.7 (a). As a further demonstration of the City's support of employee wellness, the City agrees to provide, from space allocated to the City, a designated area for weight lifting activity subject to the following conditions:

1. All weight lifting activity shall be performed only when the employee is off duty.
2. Prior to participating in any weight lifting activity under this section, the employee must sign a form releasing the City from any liability arising from this activity.

ARTICLE 23 - INJURY LEAVE

Section 23.1. Paid Injury Leave. All Bargaining Unit members shall be allowed injury leave with full regular salary not to exceed one hundred twenty (120) workdays for each service connected injury. Injury leave with pay may be extended by the City upon such terms as the City in its

discretion may establish. Any injury leave extension decision by the City is not subject to the Grievance Procedure.

Section 23.2. Distinguished From Sick Leave. The provisions of this Article dealing with injury leave are separate and apart from the contractual provisions relating to the accumulation and usage of paid sick leave.

Section 23.3. Injury Leave Administration. Injury leave may be granted to a Bargaining Unit member only for injuries determined by a licensed physician (and/or in consultation with a City designated physician at the discretion of the Mayor) to have so disabled such member that he cannot perform the duties of his position.

Section 23.4. Coordination With Workers' Compensation. Injury leave with pay shall not be granted until an agreement is signed by the employee and the City whereby the employee agrees to reimburse the City for any wage or salary benefits received by him from the Bureau of Workers' Compensation for the time period for which injury pay is awarded.

ARTICLE 24 - BEREAVEMENT LEAVE

Section 24.1. Bereavement Leave. In the event of the death of a Bargaining Unit member's mother, father, sister, brother, current spouse, child, grandchild, current mother-in-law, current father-in-law, current sister-in-law, current brother-in-law, current step-child, current daughter-in-law, current son-in-law, current stepmother, current stepfather, grandmother, grandfather, current grandmother-in-law, current grandfather-in-law, legal guardian or other person who stands in the place of a parent or for whom the employee stands in loco parentis, the employee shall be granted three (3) working days off as sick leave with regular pay to attend the funeral or to attend to any other necessary business. If the funeral occurs outside of the State of Ohio, the employee may be granted sick leave usage for a maximum of five (5) working days if he actually attends the funeral. Additional days of sick leave or leave without pay may be approved by the Mayor on a case-by-case basis.

ARTICLE 25 - UNIFORMS AND CLOTHING ALLOWANCE

Section 25.1. Uniforms. The City shall provide personal protection equipment to all Bargaining Unit members in the same manner and number as is currently being provided as of the execution of the Agreement.

The City shall also provide to all Bargaining Unit members three (3) summer uniforms shirts and three (3) winter uniform shirts.

The City shall purchase one (1) coat per year for bargaining unit employees.

Section 25.2. Clothing Allowance. Each Bargaining Unit member shall receive a yearly clothing allowance of five hundred dollars (\$500.00). The yearly clothing allowance provided in this

section is intended to be used for the purchase gloves, parkas, hats and other clothing required in connection with the employee's job which the City does not furnish under subsection 1 of this Article.

The City shall provide an annual boot allowance of two hundred dollars (\$200) for each employee. Employees may use their clothing allowance if the boots cost more than \$200.

ARTICLE 26 - MILITARY LEAVE/JURY DUTY

Section 26.1. Military Leave. All members who are members of the Ohio National Guard, the Ohio Defense Corps, the State or Federal Militia, or other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duties for periods not to exceed a total of thirty-one (31) calendar days in one (1) calendar year.

Members are required to submit to the City an order or statement from the appropriate military commander as evidence of such duty. There is not a requirement that the service be in one continuous period of time. The maximum number of hours for which payment will be made in any one (1) calendar year under this provision is one hundred seventy-six (176) hours. Members of those components listed in paragraph one above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such emergency leave will be without pay if it exceeds authorized military leave for the year (31 days). The leave will cover the official period of the emergency.

Section 26.2. Jury Duty Leave. The City shall grant full pay where a member is summoned for any jury duty or subpoenaed as a witness by any court or other adjudicatory body. All compensation received by the employee from the court for such duty must be reimbursed to the City unless such duty is performed totally outside of normal working hours. It is not proper to pay members when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay or vacation time at the discretion of the employee. A member shall request prior approval for court leave, in order for such leave to be granted.

ARTICLE 27 - TUITION REIMBURSEMENT PROGRAM

Section 27.1. Participation. Members are eligible to participate in a tuition reimbursement program offered by the City. Participation is voluntary and available to those who elect to take job-related self development courses, during non-working hours. All course work must be taken in accordance with a planned program of professional improvement approved in advance by the employee's Department Head.

Section 27.2. Reimbursement. For approved courses, a member shall be reimbursed one hundred percent (100%) of the tuition expense, to a maximum of three thousand dollars (\$3,000.00) during

each calendar year, provided that the member satisfactorily completes the approved course by attaining a grade of C or better. For approved courses, the City shall reimburse one hundred percent (100%) of the expenses incurred for required textbooks and laboratory fees, to a maximum of fifty dollars (\$50.00) during each calendar year. No reimbursement is available for any other expense related to course attendance. Reimbursement shall be made to a member upon submission of official transcripts, tuition statements and receipts for textbooks.

ARTICLE 28 - NO STRIKE/NO LOCKOUT

Section 28.1. No Strikes. During the term of this Agreement, the Union shall not authorize, cause, engage in, sanction or assist in any sick out, work stoppage, strike, sympathy strikes, or slowdown which affects the Employer or his operations. Should any employee(s) engage in a sick call work stoppage, strike, sympathy strike or slowdown, the Union will promptly do whatever it can to prevent or stop such unauthorized acts, including the preparation of a letter addressed to the Employer stating “the strike is not sanctioned by the Union and that all employees should return to work immediately” signed by the local President.

Section 28.2. No Lockout. During the term of this Agreement, the Employer shall not cause, permit or engage in any lockout of its employees.

Section 28.3. Nothing in this Article shall be construed to limit or abridge the Employer’s right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 29 - WAIVER IN CASE OF EMERGENCY

Section 29.1. Waiver. In case of a publicly declared emergency affecting the City of Bexley, defined as Acts of God or Civil Disorder declared by the President of the United States, the Governor of the State of Ohio, the Mayor of the City of Bexley, the Federal or State Legislature, the following conditions of this Agreement may be suspended by the Employer:

- A. Time limits for replies on grievances.
- B. All work rules and/or agreements and practices relating to the assignment of employees.

Section 29.2. Mayor’s Action. An “emergency” declared by the Mayor, as used in this Article, includes only those situations which prevent the normal day to day operations of the City.

Section 29.3. Grievance Processing. Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the procedure to which they (the grievances) have properly progressed.

ARTICLE 30 - VACANCIES AND PROMOTIONS

Section 30.1. Definition of Vacancy. A vacancy is a job opening that the City decides to post and fill on a permanent basis.

Section 30.2. Definition of Promotion. A promotion involves a labor grade change with an increase in pay. The factors that the City may consider in promoting an employee include the candidate's knowledge, skill, ability, and overall personnel and employment history.

When a job promotional opportunity occurs, the City shall post a notice for five (5) working days. Employees wishing to be considered for the promotion must submit a written application and may submit a resume to their Department Head within the five (5) day posting period.

If two or more applicants are equally qualified based upon their respective knowledge, skill, ability and personnel and employment history, those applicants who are already employed by the City shall be considered before those not already employed by the City. Among all qualified candidates, seniority of service within the City shall be one factor considered when selecting from among the field of qualified candidates.

Section 30.3. Probation. All employees and applicants not already employed at the City who are hired into vacancies shall serve a three hundred sixty-five (365) day probationary period. During their probationary period, applicants who were not already employed at the City and were hired into vacancies shall serve at the pleasure of the Mayor. Before the end of the probationary period, the City shall provide notice to the employee of the decision to retain or to not retain the employee in the position after the probationary period expires. In the case of an employee who is not retained, where the employee was a current employee and had been permitted to bid for the position, the employee will be returned to his former position. Those employees failing to successfully complete the probationary period who were not in City service at the time of selection to the current position shall be removed from City employment.

Section 30.4. Posting of Vacancies. The City shall post a vacancy notice internally, within the Bargaining Unit, in the event no employee is promoted into the vacant position. The notice shall give the job title of the position, describe the general job duties and responsibilities of the position, and identify the minimum qualifications necessary to be considered for the job. The notice shall be posted for five (5) working days. An employee who wishes to bid on the position must submit a written application and may submit a resume to the department head within the five (5) day posting period. Such bid will not be considered unless actually received by the department head. Unless the candidate and the selection committee provide otherwise, each qualified employee applying for the position shall be interviewed by a selection committee consisting of at least the immediate supervisor and one other qualified person.

Section 30.5. Filling of Vacancies from Within The Bargaining Unit. The City shall consider the following factors in determining whether an employee who bid on the position is qualified to fill the vacancy:

A Job application;

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- B. Minimum qualifications for the position;
- C. Experience, knowledge, skill and ability;
- D. Overall job record;
- E. Total years of continuous service.

Where two or more candidates are equally qualified, candidates from within the Bargaining Unit will be considered before all others. Where two or more candidates from within the Bargaining Unit are equally qualified, the employee with the longest continuous service with the City will be considered before all others.

Section 30.6. Filling of Vacancies from Outside the Bargaining Unit. If the City determines that no employees who bid on the vacant position are qualified to hold the position, then the City may post a City-wide vacancy notice and may advertise to the general public in order to fill the position.

Employees laid off for less than two (2) years and hired to fill a vacancy in a classification other than the one from which they were laid off shall serve a one hundred and twenty (120) day probationary period, but are otherwise subject to each term of the just cause provisions of this Agreement. Employees laid off for two (2) years or more are considered new hires.

Section 30.7. Lateral Transfer. Should a Bargaining Unit employee bid on a vacancy with the same wage range as the employee is currently assigned to; and, should the employee be selected to fill the vacancy, said employee would retain their current step when transferring laterally to the vacant position.

Section 30.8. Promotion-Wage Rate. Should a Bargaining Unit employee bid on a vacancy with a higher wage range than the employee is currently earning and, should the employee be selected to fill the vacancy, said employee will be assigned to a pay step within the wage range which gives the employee the same rate of pay that they currently make or, if such step does not exist, that step which is closest but not less than their current rate of pay.

Section 30.9. Voluntary Demotion. Should a Bargaining Unit employee bid on a vacancy with a lower wage range than the employee is currently earning; and, should the employee be selected to fill the vacancy, said employee would retain their current step when transferring to a lower wage range.

Section 30.10. Bidding on Vacancies. No employee will be eligible for promotion or lateral transfer until he works for more than twelve (12) months in his position, unless mutually agreed to by the parties.

ARTICLE 31 - SENIORITY

Section 31.1. Seniority shall be defined as an employee's uninterrupted length of continuous service with the Employer as a full-time employee or a required permanent part-time employee (pro-rated). An employee shall not have seniority for the initial probationary period as provided in Article 30. However, upon completion of the probationary period, seniority shall be retroactive to the date of hire.

Section 31.2. The Employer shall provide the Local Union President with a copy of a seniority list during January and July of each year. The seniority list shall be listed by classification and shall contain, in order of seniority, the name and date of hire of each employee.

Section 31.3. Seniority shall be broken when an employee:

- A. Quits or resigns;
- B. Is discharged for just cause.
- C. Is laid off for a period of one year.
- D. Fails to report for work when recalled from layoff in accordance with Article 13 of this Agreement.
- E. Fails to report for three (3) consecutive work days without an acceptable excuse for his failure to report.
- F. Retires.

ARTICLE 32 - EQUALIZATION OF OVERTIME

Section 32.1. Employees may be required to work overtime, but will normally not be directed to do so, except for emergencies. An "emergency" is defined as any impairment to the City services or operations, which cannot be delayed until the beginning of the next regular work day. Except in emergencies, supervisors shall not perform Bargaining Unit work in an effort to eliminate overtime opportunities for Bargaining Unit employees. Supervisory employees may, however, be used in addition to a Bargaining Unit employee under non-emergency circumstances.

Section 32.2. The Employer shall equalize overtime opportunities among qualified employees. Employees within the same department will be considered first, and in the event it is not possible to assign the overtime within the department, opportunity shall be afforded to qualified employees outside of the department. In the event sufficient numbers of qualified non-supervisory employees are not available for the overtime assignment, supervisors may then work the overtime without assistance from Bargaining Unit employees.

Section 32.3. The Employer shall maintain a record of overtime offered and worked. Such list shall be posted on the department bulletin board. For the purposes of equalizing overtime opportunity (and not for pay, length of service, or any other purpose), when overtime is offered to an employee and the employee then does not accept the offer or for any reason does not work the offered overtime (even if the reason is one beyond the employee's control), the period offered will be regarded as shown as having been worked by the employee.

ARTICLE 33 - UNION LEAVE

Section 33.1. At the request of the Union, a leave of absence without pay shall be granted to up to two (2) employees required to attend a Union convention on behalf of the Union which necessitates a suspension of active employment. The leaves granted shall not exceed ten (10) days per year for all employees combined, and leave will only be granted to one (1) employee at each time. Employees shall request such leave at least three (3) weeks in advance of the dates of the leave.

ARTICLE 34 - SEVERE WEATHER POLICY

Section 34.1. The Employer agrees to limit outside work during extremes in weather. The Employer shall ultimately make the decision when work is to be limited.

ARTICLE 35 - USE OF CITY GARAGE AND EQUIPMENT FOR PERSONAL USE

Section 35.1. As a benefit to its full time employees, the City hereby authorizes that employees covered by the Agreement may have access to and use the City garage to perform maintenance work on their own private motor vehicles, those owned by members of the immediate family of such employee, or vehicles owned by other City of Bexley employees. "Immediate family" means spouse, son, daughter, stepson or stepdaughter, father, mother, grandfather, grandmother, brother, sister, or a legally adopted person. Further, access to the garage is limited to authorized employees. Employees shall not be permitted to perform any work in the City garage on the motor vehicles of any other person, other than those listed above. Tools and equipment may not be removed from City property.

Section 35.2. Such access to and use of the City garage as envisioned by subsection 1 of this Article shall be conducted during the individual employee's off-duty hours. No personal work on private motor vehicles may be performed during hours for which an employee is being paid by the City. Such access and use is also limited to those hours as determined by the Service Director at his discretion, not to be in conflict with the use of the garage for City operations. Tools and equipment may only be used as authorized in advance by the appropriate department head.

Section 35.3. The access and use described in subsection 1 of this Article shall include maintenance work on motor vehicles, including use of hydraulic lifts, the use of water to wash a vehicle, and the use of City tools. Such use of City tools/equipment shall be permitted on a "check-out" basis, but the tools/equipment may not be removed from City property. When checking-out

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particular tools/equipment, the employee shall agree to be responsible for excessive wear and tear and replacement of tools/equipment in the event such tools/equipment are lost or damaged.

Section 35.4. Each employee who wishes to avail him of the privilege of using the City garage and tools/equipment or having the City garage or tools/equipment used on his behalf, must pay an annual fee of Forty Dollars (\$40.00) to the City.

Section 35.5. As a precondition to being granted access to and use of the City garage and tools/equipment, each employee who desires such access and use or the benefit thereof shall sign a waiver releasing the City from all liability with respect to injury, damages or loss to person or property to such employee while working in the City garage or using City tools/equipment pursuant to this Article or on whose behalf such equipment, tools or garage is used. Any person refusing to sign such waiver shall be denied access to the City garage and tools/equipment, or will not be permitted to have another employee use the garage/tools/equipment on his behalf.

ARTICLE 36 - DRUG TESTING

Section 36.1. Standards. In order to maintain a safe and healthy environment in which to work, the Employer reserves the right to set standards for employment and to require employees, as a condition of continued employment, to submit to physical examinations including blood or urine tests for alcohol, illegal drugs or the misuse of legal drugs where there is reasonable suspicion that an employee's work performance is, or could be, affected by the condition. Reasonable suspicion shall be determined by the Service Director or his designee on the basis of information provided to him, including but not limited to descriptions of appearance, behavior, speech or breath odor.

Section 36.2. Qualifying Events. Any employee whose actions or failure to act contributes to an accident, or cannot be completely discounted as a contributing factor to an accident, must be administered a drug test. For purposes of this paragraph, an "accident" shall mean an occurrence associated with the operation of a motor vehicle or other motorized equipment in which: (1) an individual dies or must be taken to a medical treatment facility, (2) the occurrence results in property damage that is reasonably estimated to be more than \$5,000.00, or (3) the occurrence must be reported to the Federal Highway Administration, the Federal Railroad Administration, or the Coast Guard. The blood or urine sample for such drug test shall be collected as soon as possible but not later than 24 hours after the accident.

A decision not to administer a drug test under this subsection may be made by the Service Director or his designee, who was not involved in the accident, and shall be based on the best information available at the time. Drug tests shall be administered within the discretion of the Service Director or his designee in accordance with subsections 1 and 2 of this Article, and no random tests shall be administered.

Section 36.3. Guidelines. For purposes of the Drug Testing Article, "drug test" shall mean any substance abuse test conducted under this section in conformity with the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" as promulgated by the U.S. Department of Health and Human Services (53 FR 11170), as may be amended.

Section 36.4. Procedures. Upon instruction by the employer pursuant to this Drug Testing Article, the employee shall, at the expense of the City, submit to such test, and, upon request, the employee will sign a waiver, consent and release form authorizing withdrawal of a specimen of blood or urine and release of test results to the Employer.

Refusal by an Employee to submit to a test under this Drug Testing Article, as instructed, or the refusal to sign a waiver, consent and release form, as required, or the failure or refusal to provide either a specimen of urine or blood, as instructed, shall constitute insubordination and a presumption of impairment and may result in such employee's discharge.

Any employee whose drug test and retest results are positive may be disciplined for this offense. An employee may request, in advance, of the original test, that a portion of the original specimen be delivered to a third party for testing at the employee's expense.

An employee who refuses to take or does not take a drug test administered pursuant to this Drug Testing Article may not return to duty until he has passed a drug test administered under this Drug Testing Article and a reviewing physician, designated by the Employer, has determined that the employee may return to duty.

Any Bargaining Unit employee who has been ordered to undergo blood or urine testing may, upon timely request, be accompanied to the testing site by a representative of his choice, if available. Under no circumstances will a test be delayed due to the absence or tardiness of the employee's representative.

Results of all tests administered pursuant to this Drug Testing Article shall constitute medical information and shall not constitute a public record.

~~ARTICLE 37 – ACCIDENT POLICY~~

~~The parties to the agreement agree to suspend the one hundred dollar (\$100.00) property damage payment in the current Accident Policy utilized by the City. The Mayor or his designee shall have full discretion to re-implement the property damage payment if he or the designee sees fit to do so.~~

ARTICLE 38 - TRAINING BUDGET

The City shall annually provide a Three Thousand Dollar (\$3,000.00) training fund for members of the Bargaining Unit subject to the following conditions:

1. Such training funds will be utilized on an as needed basis as determined by the City.
2. The training will be administered by the City on a first-come, first-served basis.

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3. The City retains the sole right to select and approve any and all training for members of the Bargaining Unit.
4. It is understood by the parties that Three Thousand Dollars (\$3,000.00) is the maximum amount of money to be expended for the entire Bargaining Unit in any one calendar year.
5. Any unexpended dollars cannot be carried over from one calendar year to the next.

ARTICLE 39 - P.E.O.P.L.E. CHECKOFF

Section 39.1. The Employer will deduct voluntary contributions to the American Federation of State, County and Municipal Employee International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

Section 39.2. The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, and P.O. Box 65334, Washington, D.C., 20035. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had union dues deducted and the list of employees who had fair share fees deducted.

Section 39.3. An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.

Section 39.4. The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

Section 39.5. All PEOPLE contributions shall be made as a deduction separate from the dues and fair share fee deductions.

ARTICLE 40 - DURATION

Section 40.1. Duration. All of the provisions of this Agreement shall become effective January 1, 2019~~22~~. This Agreement shall continue in full force and effect until midnight on December 31, 2021~~24~~.

Section 40.2. Successor Negotiations. At least one hundred twenty (120) days prior to the expiration date of this Agreement, negotiations shall commence for a successor agreement.

2022-2024 Tentative Agreement Between Bexley and Ohio Council 8 AFSCME AFL-CIO and
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Section 40.3. Dispute Resolution Procedure. The dispute resolution procedure set forth in Ohio Revised Code Chapter 4117 shall be applicable to successor negotiations unless otherwise agreed between the parties.

2022-2024 Tentative Agreement Between Bexley and Ohio Council 8 AFSCME AFL-CIO and
Local 3838 AFSCME

SIGNATURE PAGE

Signed and dated at Bexley, Ohio on this _____ day of _____, 2019.

FOR THE CITY OF BEXLEY:

FOR AFSCME:

Ben Kessler, Mayor

Anthony Schroth, AFSCME Representative

Andy Bashore, Service Director

Chris DeMatteo, President

Marc A. Fishel, Attorney

Ron Anderson, Vice President

Mike Salmons

2022-2024 Tentative Agreement Between Bexley and Ohio Council 8 AFSCME AFL-CIO and
Local 3838 AFSCME

APPENDIX A

Wage rates for each year of the agreement are set forth below:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Custodial Worker	14.04	14.59	16.47	18.33	20.20	22.06
Service Worker	15.21	15.76	17.54	19.31	21.08	22.74
Equipment Operator I	15.34	15.90	18.70	21.50	24.28	27.07
Assistant Auto Mechanic	15.34	15.90	18.70	21.50	24.28	27.56
Tree Maintenance Worker	15.75	16.31	19.32	22.32	25.33	28.33
Grounds Maintenance Worker	15.55	16.11	19.06	22.03	24.99	27.94
Building Maintenance	15.55	16.11	19.08	22.05	25.02	26.84
Water Service Worker	15.75	16.31	19.38	22.44	25.51	28.56
Equipment Operator II	15.75	16.31	19.38	22.44	25.51	28.56
Auto Mechanic I	20.17	20.73	22.78	24.84	26.89	28.94
Auto Mechanic II	26.50	27.06	27.68	28.31	28.93	29.56
Street Department Foreman	21.53	23.83	27.27	30.55	_____	_____
Water Department Foreman	21.53	23.83	27.27	30.55	_____	_____
Street Department Trainee	14.95	15.61	17.23	_____	_____	_____
Water Department Trainee	14.95	15.61	17.23	_____	_____	_____

2022-2024 Tentative Agreement Between Bexley and Ohio Council 8 AFSCME AFL-CIO and
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APPENDIX A

**Wage rates for 2022 of the agreement
are set forth below:**

	Step 1	Step 2	Step 3	Step 4	Step 5
Custodial Worker	15.17	17.13	19.06	21.01	22.94
Service Worker	16.39	18.24	20.08	21.92	23.65
Equipment Operator I	16.54	19.45	22.36	25.25	28.15
Assistant Auto Mechanic	16.54	19.45	22.36	25.25	28.66
Tree Maintenance Worker	16.96	20.09	23.21	26.34	29.46
Grounds Maintenance Worker	16.75	19.82	22.91	25.99	29.06
Building Maintenance	16.75	19.84	22.93	26.02	27.91
Water Service Worker	16.96	20.16	23.34	26.53	29.70
Equipment Operator II	16.96	20.16	23.34	26.53	29.70
Auto Mechanic I	21.56	23.69	25.83	27.97	30.10
Auto Mechanic II	28.14	28.79	29.44	30.09	30.74
Street Department Foreman	24.78	28.36	31.77	-	-
Water Department Foreman	24.78	28.36	31.77	-	-
Street Department Trainee	16.23	17.92	-	-	-
Water Department Trainee	16.23	17.92	-	-	-

2022-2024 Tentative Agreement Between Bexley and Ohio Council 8 AFSCME AFL-CIO and
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**Wage rates for 2023 of the agreement
are set forth below:**

	Step 1	Step 2	Step 3	Step 4	Step 5
Custodial Worker	15.63	17.64	19.64	21.64	23.63
Service Worker	16.88	18.79	20.68	22.58	24.36
Equipment Operator I	17.03	20.03	23.03	26.01	29.00
Assistant Auto Mechanic	17.03	20.03	23.03	26.01	29.52
Tree Maintenance Worker	17.47	20.70	23.91	27.13	30.35
Grounds Maintenance Worker	17.26	20.42	23.60	26.77	29.93
Building Maintenance	17.26	20.44	23.62	26.80	28.75
Water Service Worker	17.47	20.76	24.04	27.33	30.59
Equipment Operator II	17.47	20.76	24.04	27.33	30.59
Auto Mechanic I	22.21	24.40	26.61	28.80	31.00
Auto Mechanic II	28.99	29.65	30.33	30.99	31.66
Street Department Foreman	25.53	29.21	32.73	-	-
Water Department Foreman	25.53	29.21	32.73	-	-
Street Department Trainee	16.72	18.46	-	-	-
Water Department Trainee	16.72	18.46	-	-	-

2022-2024 Tentative Agreement Between Bexley and Ohio Council 8 AFSCME AFL-CIO and
Local 3838 AFSCME

**Wage rates for 2024 of the agreement
are set forth below:**

	Step 1	Step 2	Step 3	Step 4	Step 5
Custodial Worker	16.10	18.17	20.22	22.29	24.34
Service Worker	17.39	19.35	21.31	23.26	25.09
Equipment Operator I	17.54	20.63	23.72	26.79	29.87
Assistant Auto Mechanic	17.54	20.63	23.72	26.79	30.41
Tree Maintenance Worker	18.00	21.32	24.63	27.95	31.26
Grounds Maintenance Worker	17.77	21.03	24.31	27.57	30.83
Building Maintenance	17.77	21.05	24.33	27.61	29.61
Water Service Worker	18.00	21.38	24.76	28.15	31.51
Equipment Operator II	18.00	21.38	24.76	28.15	31.51
Auto Mechanic I	22.87	25.13	27.41	29.67	31.93
Auto Mechanic II	29.86	30.54	31.24	31.92	32.61
Street Department Foreman	26.29	30.09	33.71	-	-
Water Department Foreman	26.29	30.09	33.71	-	-
Street Department Trainee	17.22	19.01	-	-	-
Water Department Trainee	17.22	19.01	-	-	-

PROPOSED AMENDED ORDINANCE NO. 53- 21

By: Troy Markham

An ordinance to authorize supplemental appropriations for calendar year 2021.

Whereas, additional wages were required in the Auditor’s Office for training of new personnel; and

Whereas, additional wages were required in the Parks Department, Jeffrey Preschool, Jeffrey Summer Camp and the swimming pool due to additional COVID staffing requirements and increased pay rates necessary to attract the additional staff; and

Whereas, additional appropriation in the amount of \$306,357 is required to pay the water contract with the City of Columbus; and

Whereas, a prior year encumbrance for 2019 sewer lining project in the amount of \$250,248 was inadvertently closed; and

Whereas, the appropriation in the Special Assessments Fund exceeds total estimated resources by approximately \$6,000.

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

Section 1.

That \$29,010 is hereby appropriated from the General Fund as follows:

01-110-51010	Auditor’s Office Wages	\$10,885
01-570-51010	Parks Wages	\$18,155

Section 2.

That \$60,600 is hereby appropriated from the Recreation Fund as follows:

05-525-51010	Pre-school Wages	\$39,500
05-580-51010	Summer Camp Wages	\$22,100

Section 3.

That \$306,357 is hereby appropriated from the Water Fund as follows:

09-365-51190	Contract with Columbus	\$306,357
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Section 3.

That \$250,248 is hereby appropriated from the Sewer Fund as follows:

10-367-51443 Sewer Improvements \$250,248

Section 4.

That \$4,515 is hereby appropriated from the Recreation Fund as follows:

14-550-51010 Pool Wages \$4,515

Section 5.

That the appropriation for Special Assessments is reduced by \$6,000.

Section 6.

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

Mayor Ben Kessler.

ORDINANCE NO. 53- 21

By: Troy Markham

An ordinance to authorize supplemental appropriations for calendar year 2021.

Whereas, additional wages were required in the Auditor’s Office for training of new personnel;
and

Whereas, additional wages were required in the Jeffrey Summer Camp due to additional COVID
staffing requirements and increased pay rates necessary to attract the additional staff; and

Whereas, the appropriation in the Special Assessments Fund exceeds total estimated resources
by approximately \$6,000; and

Whereas, the budget for the 2021 debt service related to the 2020 bond refunding was
budgeted based on the 2022 amount which is significantly less than the 2021 required debt
service payment.

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

Section 1.

That \$10,885 is hereby appropriated from the General Fund as follows:

01-110-51010	Auditor’s Office Wages	\$10,885
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Section 2.

That \$22,100 is hereby appropriated from the Recreation Fund as follows:

05-580-51010	Summer Camp Wages	\$22,100
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Section 3.

That the appropriation for Special Assessments is reduced by \$6,000.

Section 4.

That \$395,208, \$10,275 and \$54,143 is hereby appropriated from the Bond Retirement Fund,
the Sewer Fund and the Water Fund respectfully to pay debt service related to the 2020 bond
refunding.

Section 5.

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

Mayor Ben Kessler.

Ordinance 54-21

By: Richard Sharp

An Ordinance to immediately rescind the City's "State of Emergency" first declared on March 15th, 2020 and as last amended on September 10th, 2021, and all Executive Orders issued relating to the COVID-19 pandemic, except for previously approved Temporary Signage at Commercially Zoned Properties, Temporary Expansions of Restaurant Patios, and Temporary Facilities for COVID-19 Testing and Vaccination, which will be extended until June 30th 2023.

WHEREAS, Codified Bexley City Ordinance 648.09 allows for the Mayor to proclaim a "State of Emergency"; and

WHEREAS, On March 15th 2020, in response to the global COVID-19 Pandemic, the Mayor issued a "State of Emergency" Proclamation and related Executive Orders; and a series of subsequent Executive Orders, many of which have been since rescinded by the Mayor; and

WHEREAS, The last "State of Emergency" continuance Proclamation and associated Executive Orders were issued on September 10th, 2021; and

WHEREAS, It is apparent that the COVID-19 virus, will continuously exist similarly to the continued existence of various strains of the 1918 world-wide flu virus, 1958, and 1968 pandemic viruses, as well as other various flu strains collectively referred to "seasonal flus"; and

WHEREAS, There are three (3) Federal Food and Drug Administration (FDA) and Centers for Disease Control (CDC) "approved" or "emergency use approved" vaccines that are more than 95% effective; and

WHEREAS, Mitigation factors enacted with the September 10th 2021 proclamation and executive orders, in conjunction with The City of Columbus and Whitehall, when compared to other Cities and Counties that did not re-impose mandatory mitigation requirements, has had no statistically beneficial affect; and

WHEREAS, The Ohio School Board Association has, in conjunction with guidance from the CDC, rescinded certain mandatory mitigation strategies and quarantines required for school districts within Ohio; and

WHEREAS, Residents and businesses are encouraged to continue any CDC suggested mitigation strategies that residents and businesses feel are beneficial for them and/or their own families and/or staff; and

WHEREAS, Whereas Codified City Ordinance 648.09 (a) (ii) provides that "'A State of Emergency' and Executive Orders issued thereunder, may at any time, be rescinded by Council ordinance or resolution"; and

WHEREAS, Certain temporary facilities provisions provided for in the September 10th 2021 Proclamation and Executive Orders, provide substantial benefit to the residents of the City, and would

be a cost burden for businesses that added approved temporary facilities, to remove or modify them to conform with City Code provisions that may have been waived via administrative approval;

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

Section 1: That the City of Bexley Council hereby rescinds all City of Bexley “State of Emergency Proclamations” and Executive Orders issued relating to the COVID-19 pandemic, with the exception that the any temporary signage at commercially zoned properties, temporary expansion of restaurant patios, or temporary facilities for COVID-19 testing and vaccination, that were granted exemption from current City Code provisions and/or were given a written administrative approval by the office of the Mayor, or other department head that was given administrative approval authority by the Mayor, shall be deemed to remain in effect until June 30th 2023, or as further extended by Council.

Section 2: That the Mayor and Council’s Zoning and Development Committee will evaluate if anything approved by administrative process, should be permanently changed in the City Code, or if it should be permanently approved on property by property basis by future Council Ordinance.

Section 3: That the administrative approval process for Temporary Facilities for COVID-19 Testing and Vaccination, be extended to include any contagious disease testing and vaccination, thru June 30th 2023.

Section 4: This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants for the reason that this Ordinance is required to be immediately effective, wherefore this Ordinance shall be in force and effect immediately upon its passage and approval by the Mayor.

Passed: _____, 2021

Lori Ann Feibel - President of Council

Attest: _____

William Harvey - Clerk of Council

Approved: _____, 2021

Benjamin J Kessler, Mayor

First Reading 11-16-2021

Second Reading ___-___-2021

Third Reading ___-___-2021

Ordinance 55-21

By: Richard Sharp

An Ordinance to renew the “City of Bexley Housing Voucher Acceptance Program Grant” previously established by Third Amended Ordinance 43-20, for the purpose of encouraging Bexley rental property owners to accept and participate in various state/local government and “not for profit organization” housing voucher programs

WHEREAS, The Council of the City of Bexley Ohio, desired with the enactment of Ordinance 28-20 (Non-discrimination in housing due to source of income) and Third Amended Ordinance 43-20 (the Housing Voucher Acceptance Program), to assist current and future residents in securing equal and/or affordable housing opportunities; and

WHEREAS, Bexley reaffirms its commitment to being a welcoming community for all, and to continuing to explore and enact policy reforms and programs in order to expand the quality and availability of affordable housing to families in Bexley; and

WHEREAS, A barrier to some current and future Bexley residents in securing equal and/or affordable housing opportunities is a lack of rental property owners who are approved Columbus Metropolitan Housing Authority (CMHA) vendors and accept US Department of Housing and Urban Development (HUD) Section 8 housing vouchers, and/or other state/local governmental and “not for profit organization” housing vouchers;

WHEREAS, “Source of income housing discrimination protection ordinances” in of themselves do not provide real time evaluation of effectiveness and community embrace of the spirit of the ordinance, since rental property owners do not have to apply to participate in a housing voucher program, meaning that the City has no way of determining if the “Source of Income” Ordinance is having any positive affect for potential residents of the City.

WHEREAS, Due to the unforeseen continued effects of the COVID-19 pandemic, and its effect on the Administration’s efforts to publicize the Housing Voucher Acceptance Program, and on CMHA’s ability to actively train prospective rental property owners on CMHA’s registration, inspection and approval processes.

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

Section 1: That the City of Bexley extends the short-term “Housing Voucher Acceptance Program Grant” that was authorized by Third Amended Ordinance 43-20, thru December 31st, 2022; with the continued purpose of encouraging rental property owners to accept HUD Section 8 housing vouchers issued through CMHA, or other similar Federal/State/Local government and/or private voucher programs, and to help such owners defray some of the initial administrative, training & inspection costs required to accept such vouchers from tenants who are eligible for said vouchers.

Section 2: That any dates including in the “program guidelines” in Section 1 of Ordinance 43-20, be advanced by one (1) year.

Section 3: That Section 4 of Ordinance 43-20, is excluded from this extension ordinance, and is not subject to the one (1) advancing described in Section 2 of this ordinance.

Section 3: That Section 5 of Ordinance 43-20, is modified as follows for 2022:

The City's web site should be updated by April 30th, July 31st, October 31st of 2022 and January 31st 2023, to include a report/listing of property owners names and rental unit addresses and grant payment amounts issued by the City in each quarter ending March 31st, June 30th, September 30th and December 31st of 2022.

Section 4: That this ordinance shall go into effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2021

Lori Ann Feibel - President of Council

Attest: _____

William Harvey - Clerk of Council

Approved: _____, 2021

Benjamin J Kessler, Mayor

First Reading 11-09-2021

Second Reading ___-___-2021

Third Reading ___-___-2021

ORDINANCE 57-21

By Troy Markham:

An Ordinance to establish rates for the Police Chief and Police Captain of the City of Bexley, effective as of January 1, 2022 and to approve the revised pay step schedule attached hereto as Exhibit A.

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

Section 1. That the Mayor will be paid \$150,000 in accordance with Ordinance 43-18.

Section 2. That all other elected officials of the City of Bexley are to be paid in a manner prescribed by the Charter and Ordinances.

Section 3. That all non-bargaining unit employees other than the Police Chief and Police Captain shall be paid in accordance with attached Exhibit A.

Section 4. That the Police Chief and Police Captain shall be paid annual salaries of \$147,545 and \$130,140 respectively.

Section 5. That the Service Director shall receive an annual car allowance of \$5,000

Section 6. That the provisions of this ordinance shall take effect as of January 1, 2022.

Section 7. That all ordinances or parts thereof which are inconsistent herewith are hereby repealed.

Section 8. That in order to assure uninterrupted City services, this Ordinance is an emergency measure, necessary for the immediate preservation of the public peace, health and safety and this ordinance shall go into effect upon its passage and approval by the Mayor, to be effective January 1, 2022.

Lori Ann Feibel, President of Council

Attest _____
William Harvey Clerk of Council

Mayor Ben Kessler

Exhibit A.

Position	2022 Step 1 Year 1-3	Step 2 Year 4-6	Step 3 Year 7-9	Step 4 Year 10-12	Step 5 Year 13-15	Step 6 Year 16-18	Step 7 Year 19+
Clerk of Courts	\$51,658	\$55,485	\$59,312	\$63,138	\$66,965	\$70,791	\$74,618
Water Department Manager	\$54,528	\$59,312	\$64,095	\$68,878	\$73,661	\$78,444	\$83,227
Chief Executive Assistant	\$54,528	\$59,312	\$64,095	\$68,878	\$73,661	\$78,444	\$83,227
Executive Assistant	\$51,658	\$55,485	\$59,312	\$63,138	\$66,965	\$70,791	\$74,618
Building Department Assistant Manager	\$51,658	\$55,485	\$59,312	\$63,138	\$66,965	\$70,791	\$74,618
Building & Zoning Director	\$83,227	\$87,532	\$91,837	\$96,142	\$100,447	\$104,752	\$109,057
Code Enforcement & Fire Inspector	\$61,990	\$64,860	\$67,730	\$70,600	\$73,470	\$76,340	\$79,210
Rec Director	\$82,654	\$88,011	\$93,368	\$98,725	\$104,082	\$109,439	\$114,797
Deputy Rec Director	\$67,198	\$71,865	\$76,531	\$81,198	\$85,864	\$90,531	\$95,197
Rec Supervisor - Tier I	\$55,998	\$59,732	\$63,465	\$67,198	\$70,931	\$74,664	\$78,398
Rec Supervisor - Tier II	\$50,510	\$54,050	\$57,590	\$61,129	\$64,669	\$68,208	\$71,748
Rec Program Coordinator - Tier II	\$37,883	\$40,849	\$43,814	\$46,780	\$49,746	\$52,711	\$55,677
Rec Program Coordinator - Tier I	\$44,771	\$47,832	\$50,893	\$53,954	\$57,016	\$60,077	\$63,138
Service Director	\$103,317	\$106,187	\$109,057	\$111,927	\$114,797	\$117,666	\$120,536
Assistant Service Director	\$81,506	\$83,610	\$85,715	\$87,819	\$89,924	\$92,029	\$94,133
Water & Sewer Supervisor	\$68,877	\$71,270	\$73,661	\$76,053	\$78,445	\$80,836	\$83,228
Streets Supervisor	\$68,877	\$71,270	\$73,661	\$76,053	\$78,445	\$80,836	\$83,228
Parks/Forestry Supervisor	\$68,877	\$71,270	\$73,661	\$76,053	\$78,445	\$80,836	\$83,228
Parks Supervisor	\$68,877	\$71,270	\$73,661	\$76,053	\$78,445	\$80,836	\$83,228
Right-of-Way Coordinator	\$68,877	\$71,270	\$73,661	\$76,053	\$78,445	\$80,836	\$83,228
Finance Director	\$91,837	\$95,664	\$99,490	\$103,317	\$107,143	\$110,970	\$114,797
Assistant Finance Director	\$66,582	\$69,835	\$73,087	\$76,340	\$79,592	\$82,845	\$86,097
IT Manager	\$78,062	\$81,314	\$84,567	\$87,819	\$91,072	\$94,324	\$97,577
Communications & Community Affairs Manager	\$53,300	\$57,475	\$61,650	\$65,826	\$70,001	\$74,176	\$78,351
City Hall Operations	\$42,640	\$45,749	\$48,858	\$51,968	\$55,077	\$58,186	\$61,295
Front Desk Operations	\$37,309	\$39,413	\$41,518	\$43,623	\$45,727	\$47,832	\$49,936
Building Department Assistant	\$40,179	\$43,049	\$45,919	\$48,789	\$51,658	\$54,528	\$57,398
Preschool Director	\$44,771	\$47,832	\$50,894	\$53,954	\$57,015	\$60,077	\$63,138

PROPOSED AMENDED ORDINANCE 57 - 21

By Troy Markham

**An Ordinance to establish pay rates for
employees of the City of Bexley, effective January 1, 2022**

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

- Section 1.** That the Mayor will be paid \$150,000 in accordance with Ordinance 43-18.
- Section 2.** That all other elected officials of the City of Bexley are to be paid in a manner prescribed by the Charter and Ordinances.
- Section 3.** That all non-bargaining unit employees other than the Police Chief and Police Captain shall be paid in accordance with attached Exhibit A.
- Section 4.** That the Police Chief and Police Captain shall be paid annual salaries of \$147,545 and \$130,140 respectively.
- Section 5.** That the Service Director shall receive an annual car allowance of \$5,000
- Section 6.** That all part time and casual staff shall be paid in accordance with attached Exhibit B.
- Section 7.** That the provisions of this ordinance shall take effect as of January 1, 2022.
- Section 8.** That all ordinances or parts thereof which are inconsistent herewith are hereby repealed.
- Section 9.** That in order to assure uninterrupted City services, this Ordinance is an emergency measure, necessary for the immediate preservation of the public peace, health and safety and this ordinance shall go into effect upon its passage and approval by the Mayor, to be effective January 1, 2022.

Lori Ann Feibel, Council President

Attest: _____
William Harvey Clerk of Council

Mayor Ben Kessler

Exhibit A.

Position	2022 Step 1 Year 1-3	Step 2 Year 4-6	Step 3 Year 7-9	Step 4 Year 10-12	Step 5 Year 13-15	Step 6 Year 16-18	Step 7 Year 19+
Clerk of Courts	\$51,658	\$55,485	\$59,312	\$63,138	\$66,965	\$70,791	\$74,618
Water Department Manager	\$54,528	\$59,312	\$64,095	\$68,878	\$73,661	\$78,444	\$83,227
Chief Executive Assistant	\$54,528	\$59,312	\$64,095	\$68,878	\$73,661	\$78,444	\$83,227
Executive Assistant	\$51,658	\$55,485	\$59,312	\$63,138	\$66,965	\$70,791	\$74,618
Building Department Assistant Manager	\$51,658	\$55,485	\$59,312	\$63,138	\$66,965	\$70,791	\$74,618
Building & Zoning Director	\$83,227	\$87,532	\$91,837	\$96,142	\$100,447	\$104,752	\$109,057
Code Enforcement & Fire Inspector	\$61,990	\$64,860	\$67,730	\$70,600	\$73,470	\$76,340	\$79,210
Rec Director	\$82,654	\$88,011	\$93,368	\$98,725	\$104,082	\$109,439	\$114,797
Deputy Rec Director	\$67,198	\$71,865	\$76,531	\$81,198	\$85,864	\$90,531	\$95,197
Rec Supervisor - Tier I	\$55,998	\$59,732	\$63,465	\$67,198	\$70,931	\$74,664	\$78,398
Rec Supervisor - Tier II	\$50,510	\$54,050	\$57,590	\$61,129	\$64,669	\$68,208	\$71,748
Rec Program Coordinator - Tier II	\$37,883	\$40,849	\$43,814	\$46,780	\$49,746	\$52,711	\$55,677
Rec Program Coordinator - Tier I	\$44,771	\$47,832	\$50,893	\$53,954	\$57,016	\$60,077	\$63,138
Service Director	\$103,317	\$106,187	\$109,057	\$111,927	\$114,797	\$117,666	\$120,536
Assistant Service Director	\$81,506	\$83,610	\$85,715	\$87,819	\$89,924	\$92,029	\$94,133
Water & Sewer Supervisor	\$68,877	\$71,270	\$73,661	\$76,053	\$78,445	\$80,836	\$83,228
Streets Supervisor	\$68,877	\$71,270	\$73,661	\$76,053	\$78,445	\$80,836	\$83,228
Parks/Forestry Supervisor	\$68,877	\$71,270	\$73,661	\$76,053	\$78,445	\$80,836	\$83,228
Parks Supervisor	\$68,877	\$71,270	\$73,661	\$76,053	\$78,445	\$80,836	\$83,228
Right-of-Way Coordinator	\$68,877	\$71,270	\$73,661	\$76,053	\$78,445	\$80,836	\$83,228
Finance Director	\$91,837	\$95,664	\$99,490	\$103,317	\$107,143	\$110,970	\$114,797
Assistant Finance Director	\$66,582	\$69,835	\$73,087	\$76,340	\$79,592	\$82,845	\$86,097
IT Manager	\$78,062	\$81,314	\$84,567	\$87,819	\$91,072	\$94,324	\$97,577
Communications & Community Affairs Manager	\$53,300	\$57,475	\$61,650	\$65,826	\$70,001	\$74,176	\$78,351
City Hall Operations	\$42,640	\$45,749	\$48,858	\$51,968	\$55,077	\$58,186	\$61,295
Front Desk Operations	\$37,309	\$39,413	\$41,518	\$43,623	\$45,727	\$47,832	\$49,936
Building Department Assistant	\$40,179	\$43,049	\$45,919	\$48,789	\$51,658	\$54,528	\$57,398
Preschool Director	\$44,771	\$47,832	\$50,894	\$53,954	\$57,015	\$60,077	\$63,138

Exhibit B.

POLICE DEPARTMENT

KALTENECKER, PAUL A.	PT PD TECH	\$30.60/hour
VACANT	PARK CONTROL OFF	\$20.92/hour
MARTIN, ROBERT A.	POLICE ASST	\$30.60/hour

Part time dispatchers as determined by the Mayor and Police Chief \$24.15 to \$32.72/hour.

Part time Bailiff/Court Liaison shall be paid \$47.15/hour.

PARKS AND RECREATION - To be determined by Recreation Director

General Recreation Leaders	\$9.30 - \$14.00/hour
Umpire / Referees	\$9.30 - \$45.00/hour or game
Score Keepers	\$9.30 - \$14.00/hour
Jeffrey Mansion Attendant	\$10.00 - \$15.75/hour
Park Attendant	\$9.30 - \$14.00/hour
Pool Manager	\$12.00 - \$17.00/hour
Assistant Pool Manager	\$11.00 - \$15.75/hour
Swim Lesson Coordinator	\$2,100 - \$4,100/season
Lifeguards	\$8.80 - \$12.25/hour
Swim/Dive Team Coaches	\$100 - \$4,500/season
Swim Instructors	\$9.30 - \$12.25/hour
Pool Office / Concession	\$9.30 - \$11.50/hour
Camp Program Director	\$12.00 - \$16.50/hour
Camp Counselor	\$9.30 - \$14.00/hour
Camp Director	\$12.00 - \$16.50/hour
Assistant Camp Director	\$11.00 - \$15.50/hour
Camp Administrator	\$9.30 - \$17.00/hour
Specialized Camp Director	\$9.30 - \$14.00/hour
Before/After Care Site Director	\$10.00 - \$16.50/hour
Before/After Care Assistant Director	\$13.00 - \$15.50/hour
Before/After Care Counselor	\$9.30 - \$15.25/hour
Site Supervisor	\$9.30 - \$14.00/hour
Sports Instructor	\$9.30 - \$14.00/hour
Recreation Office Aide	\$9.30 - \$15.00/hour
Lead Preschool Teacher	\$14.00 - \$19.00/hour
Preschool Teacher Aide	\$13.00 - 16.50/hour
Extended AM/PM Leader	\$9.30 - \$15.50/hour
Part-Time Jeffrey Park Service Worker	\$11.00 - \$19.00/hour
Part-time/Casual/Temporary/Seasonal	

MISCELLANEOUS

Volunteer Coordinator	\$16.40 - \$22.55/hour
Code Enforcement	\$17.43 – \$23.58/hour
Front Desk Operations	\$15.38 - \$20.50/hour
Secretary of Minutes	\$13.33 – \$17.43/hour
Sustainability Coordinator	\$24.28 - \$34.49/hour

Section 2. That all above employees will be paid biweekly.

Section 3. That the provisions of this ordinance shall take effect as of January 1, 2021.

Section 4. That all ordinances or parts thereof which are inconsistent herewith are hereby repealed.

Section 5. That in order to assure uninterrupted City services, this Ordinance is an emergency measure, necessary for the immediate preservation of the public peace, health and safety and this ordinance shall go into effect upon its passage and approval by the Mayor, to be effective January 1, 2021.

Lori Ann Feibel, President of Council

Attest _____
William Harvey Clerk of Council

Mayor Ben Kessler

ORDINANCE NO. 56 - 21

By: Troy Markham

An ordinance to authorize appropriations of \$55,000 from the General Fund into the Grants Account, for the purpose of funding the Kindness Park and Senior/Community Center projects.

WHEREAS, The Bexley Community Foundation has recently awarded \$25,000 in funding for the DGB Kindness Park and \$30,000 in funding for the Senior/Community Center pilot at 420 North Cassady Avenue; and

WHEREAS, Grants awarded in 2021 have exceeded available appropriations for those grants;

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

Section 1.

That \$55,000 is hereby appropriated from the General Fund into the Grants Account.

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

Mayor Ben Kessler

DRAFT ORDINANCE 58 - 21

By: Jen Robinson

An Ordinance to revise Section 432.38 of the Bexley City Code to restore regulations relating to weaving and full time and attention while operating a motor vehicle or motorcycle that were inadvertently overwritten by Ordinance 27-16

WHEREAS, Ordinance 27-16 created regulations relating to the operation of hand-held, personal communication devices while driving; and

WHEREAS, In the passage of Ordinance 27-16, sections of 432.38 relating to weaving and full time and attention while operating a motor vehicle or motorcycle were inadvertently eliminated; and

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

Section 1.

That Bexley City Code 432.38 shall be amended as follows:

- a. No person shall operate a motor vehicle or motorcycle upon any street or highway in a weaving or zigzag course unless such irregular course is necessary for safe operation or in compliance with law.**
- b. No person shall operate a motor vehicle or motorcycle without giving their full time and attention to the operation of such vehicle.**
- c. No person shall operate a motor vehicle while using a hand-held, personal communication device in the City of Bexley, Ohio unless such use is otherwise authorized in subsection (b). For the purpose of this section, “hand-held, personal communication device” is defined as a portable electronic device capable of transmitting and/or receiving data and includes any of the following components: wireless telephone; internet-connected device; text-messaging device; computer.
- d. Notwithstanding the provisions of subsection (a) of this section, this section shall not apply when/to:
 1. A driver is using a hand-held, personal communication device inside a motor vehicle when such vehicle is parked, standing, or stopped and is

- removed from the flow of traffic; or
2. A driver is using a voice operated or hands-free device which allows one-touch activation and otherwise allows the driver to maintain both hands on the vehicle's steering device while the vehicle is operating; or
 3. The operator of an emergency vehicle, or to any person reporting a health or safety emergency.

Penalty - see Sections 408.01 and 408.02

Section 2.

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

Passed: _____, 2022

President of Council

Attest: _____
William Harvey, Clerk of Council

Approved: _____, 2022

Ben Kessler, Mayor

First Reading:

ORDINANCE NO. 41-21

By: _____

An Ordinance accepting the proposed donation of the Columbia Place private street in the Columbia Place subdivision by the City of Bexley for a public street.

WHEREAS, the Columbia Place Association, an Ohio nonprofit corporation in good standing in the State of Ohio, is the owner of a certain private street known as “Columbia Place” located in the Columbus Place Subdivision and Resubdivision, located entirely in the City of Bexley, being Franklin County Auditor’s Parcel No. 020020-004617 and platted as a private street in Plat Book 58, Page 10 and Plat Book 61, Page 86; and

WHEREAS, the Columbia Place Association filed Case No. 21 CV 907 in Franklin County Common Pleas Court to resolve any discrepancy in its title and ownership of Columbia Place (Private Drive) and received judgment declaring the Association owns fee simple title to all of the Columbia Place private drive, being Franklin County Parcel No. 020-004617; and

WHEREAS, the Columbia Place Association has offered to donate and convey to the City of Bexley that private street known as “Columbia Place” to be owned by the City of Bexley and become a public street; and

WHEREAS, it is in the interest and benefit of the City of Bexley and public at large that the City accept the donation of such Columbia Place as and for a public street.

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

Section 1. The City of Bexley accepts donation of the private street known as Columbia Place as platted in the Columbia Place subdivision recorded in Plat Book 58, Page 10 and platted in the Resubdivision of Reserve “A” of the Columbia Place subdivision recorded in Plat Book 61, Page 86 from the Columbia Place Association to the City of Bexley as and for public use and a public street, by General Warranty Deed in a form substantially similar as the General Warranty Deed attached hereto as Exhibit 1.

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

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

Passed _____, 2021

Lori Ann Feibel, President of Council

Attest: _____
William Harvey, Clerk of Council

Approved: _____, 2021

Ben Kessler, Mayor

First Reading:

Second Reading:

Third Reading:

Passed:

ORDINANCE NO. _____

EXHIBIT A

GENERAL WARRANTY DEED

COLUMBIA PLACE ASSOCIATION, an Ohio Nonprofit Corporation, for valuable consideration paid, grants, with general warranty covenants, to THE CITY OF BEXLEY, Ohio, whose tax-mailing address is 2242 East Main Street, Bexley, Ohio 43209, the following real property as situated in the County of Franklin, in the State of Ohio, and in the City of Bexley, and bounded and described as follows:

Being all of that private drive known as "Columbia Place" as shown on the Columbia Place plat recorded in Plat Book 58, Page 10 and that "Private Drive" as shown in the Resubdivision of Reserve A of Columbia Place plat of record in Plat Book 61 page 86, in the Recorder's office, Franklin County, Ohio.

Parcel ID: 020-004617-00

Prior Instrument Reference: Grantor claims title to the property by virtue of Instrument No. 198206300073134 as recorded with the Franklin County, Ohio Recorder, as clarified by the *Judgment Entry* filed on August 24, 2021, in Franklin County Common Pleas Case No. 21 CV 907.

IN WITNESS WHEREOF, the said Grantor hereunto has set its hand, this ____ day of _____, 2021.

COLUMBIA PLACE ASSOCIATION

Karen McCoy, M.D., President

STATE OF OHIO

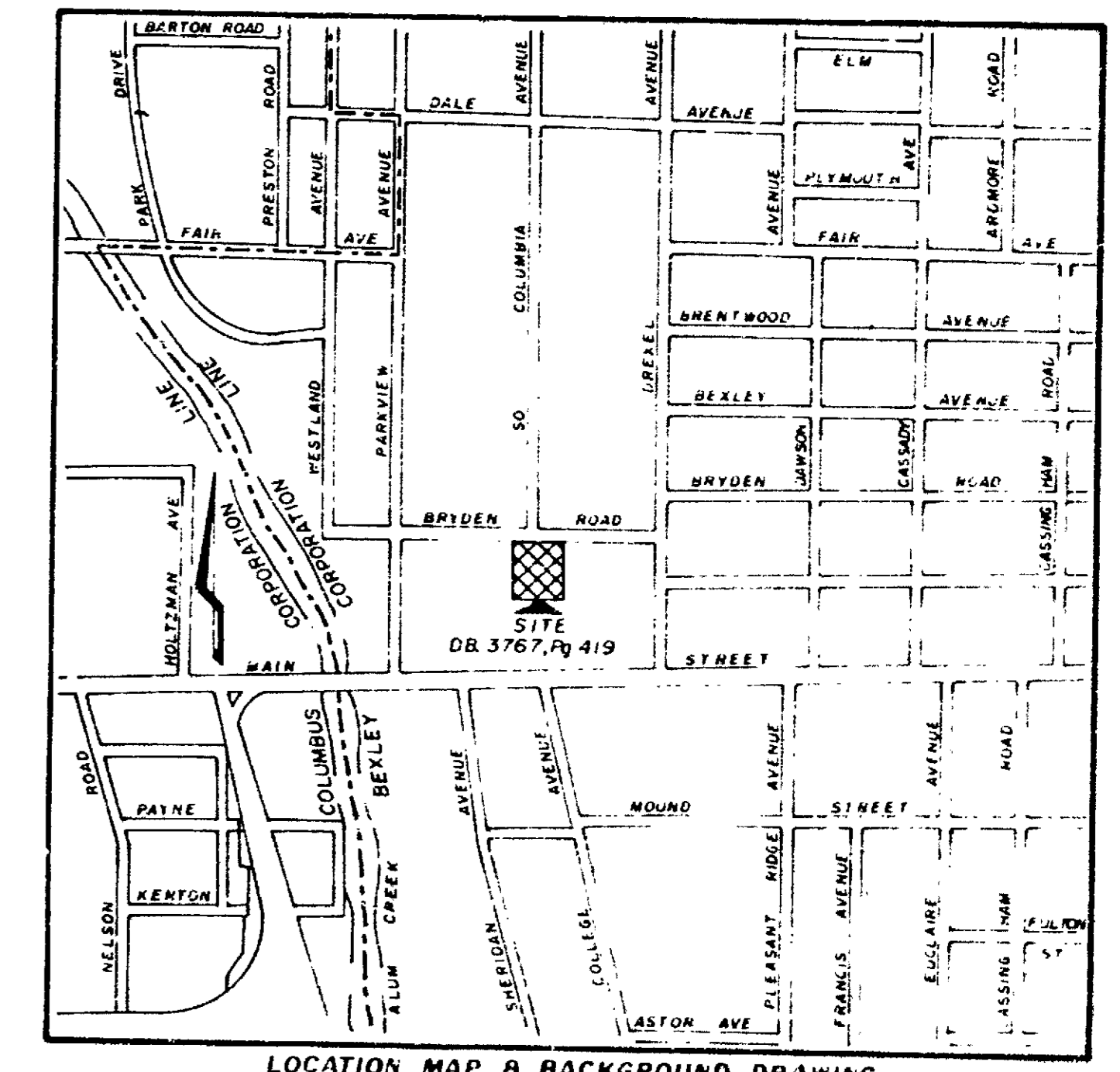
COUNTY OF FRANKLIN SS:

Executed before me on the __ day of _____, 2021, by Karen McCoy, M.D., president of the Columbia Place Association, who acknowledged the same to be her free and voluntary act on behalf of the Columbia Place Association.

Notary Public

Prepared by and return to: THE BEHAL LAW GROUP LLC, 501 South High, Columbus, Ohio 43215

COLUMBIA PLACE



Situated in the State of Ohio, County of Franklin, City of Bexley, located in Half Section 20, Section 13, Township 5, Range 22, Refugee Lands, and being part of Lots 48, 49 and 50 of Rownd and Knauss' Park View Subdivision of record in Plat Book 4, Page 47, and containing 1.3196 acres of land, more or less, being also the same premises as conveyed to BEXLEY PROPERTIES, by deed of record in Deed Book 3767, Pages 419 and 420, all references being to those of record in the Recorder's Office, Franklin County, Ohio.

The undersigned BEXLEY PROPERTIES, an Ohio General Partnership, by JEFFREY PAINE, PETER LORMS and SIDNEY BLATT, as Partners, duly authorized in the premises, does hereby certify that the attached plat correctly represents its "COLUMBIA PLACE", a resubdivision of part of Lots 48, 49 and 50 of Rownd and Knauss' Park View Subdivision, and a new subdivision of Lots 1 thru 3, inclusive, Reserve "A", Private Drive and Buffer Strips (Future Common Areas) and does hereby accept this plat of same.

Easements are reserved where indicated on the plat, for the construction, operation and maintenance of all public and private utilities above and beneath the surface of the ground and where necessary are for the construction, operation and maintenance of service connections to all adjacent lots and lands and for storm water drainage.

In Witness Whereof, JEFFREY PAINE, PETER LORMS and SIDNEY BLATT, Partners of BEXLEY PROPERTIES, an Ohio General Partnership, have hereunto set their hands this 3rd day of December, 1980.

WITNESSES

BEXLEY PROPERTIES
an Ohio General Partnership
By Jeffrey Paine Partner
and Peter Lorms Partner
and Sidney Blatt Partner

STATE OF OHIO

Before me, a Notary Public in and for said State, personally appeared JEFFREY PAINE, PETER LORMS and SIDNEY BLATT, as Partners of BEXLEY PROPERTIES, who acknowledged the signing of the foregoing instrument to be their voluntary act and deed and the voluntary Partnership act and deed of said BEXLEY PROPERTIES, for the uses and purposes expressed herein.

In Witness Whereof, I have hereunto set my hand and affixed my official seal this 3rd day of December, 1980.

My Commission Expires August 9, 1984

Approved this 11th day of December, 1980.

Approved this 3rd day of December, 1980.

Approved and accepted this 3rd day of December, 1980, by Ordinance No. 28-80 by the Council, for the City of Bexley, Ohio.

David W. Madson
Mayor, Bexley, Ohio

Accepted for platting this 9th day of JAN., 1980.

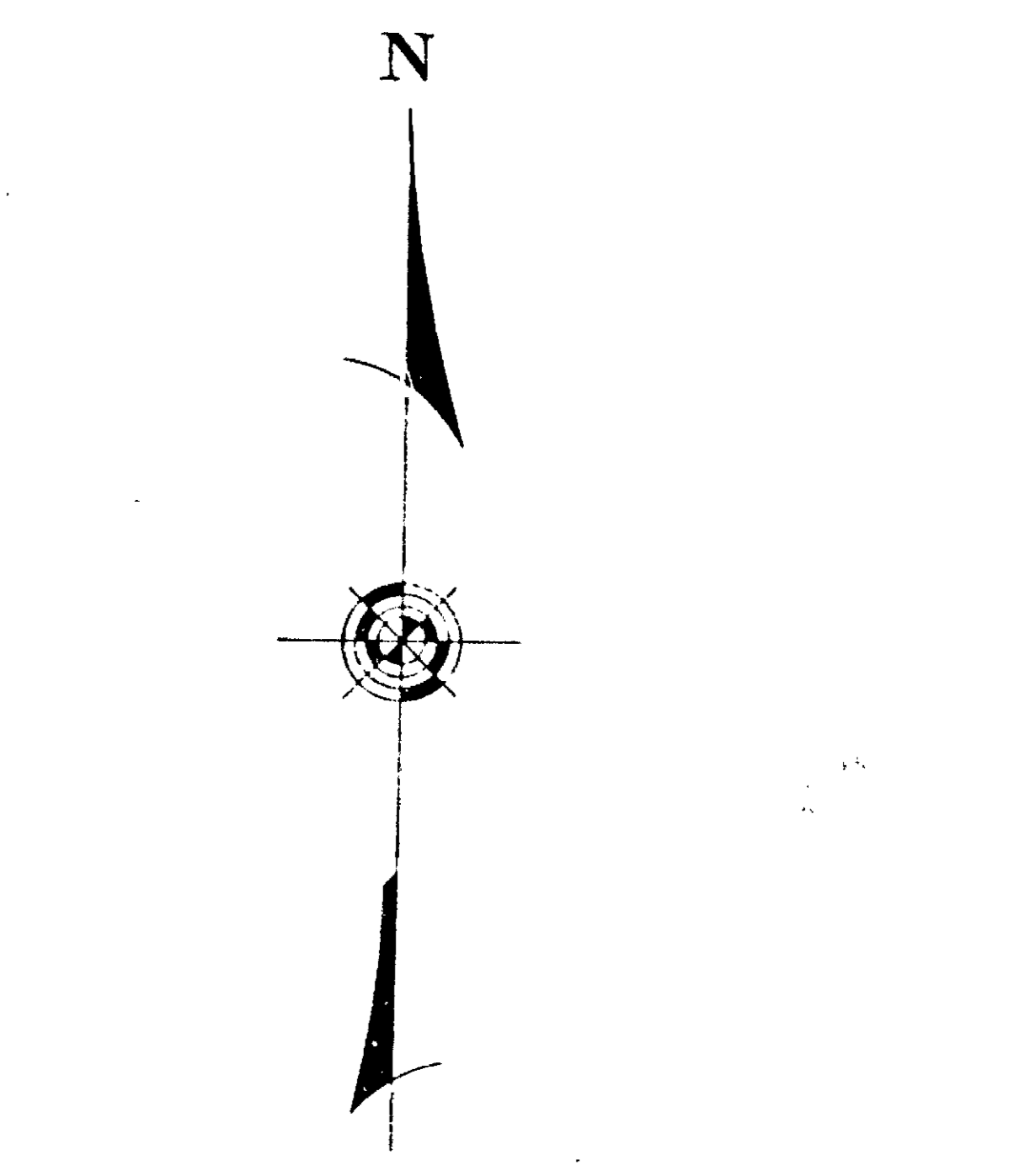
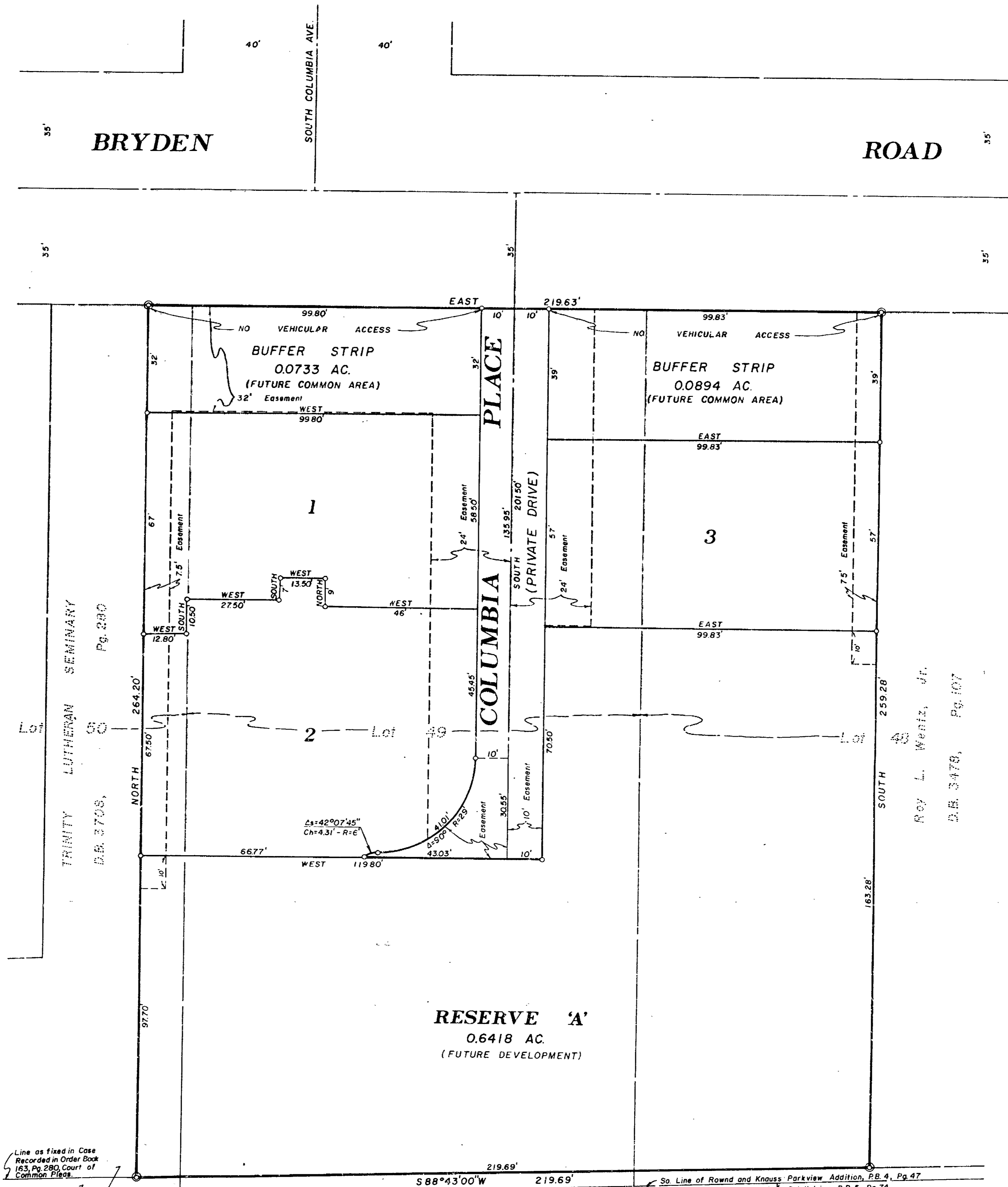
Filed for record this 9th day of JAN.

1980 at 1:45 P.M. Fee \$ 17.30 File No. 01561

Recorded this 9th day of Jan., 1980.

Plat Book 58 Page 10

Valerie Park Olicie
Notary Public, State of Ohio
The Jennings-Lawrence Co. by Cleude White
City Engineer, Bexley, Ohio
Judith Y. Brackman
Chairman, Planning Commission, Bexley, Ohio
John W. Harky
Clerk, Bexley, Ohio
Roger W. Tracy, Jr.
Auditor, Franklin County, Ohio
Dorothy Towner
Deputy Auditor, Franklin County, Ohio
Robert C. McNeal
Recorder, Franklin County, Ohio
Richard Burgstaller
Deputy Recorder, Franklin County, Ohio



SURVEY DATA:
IRON PINS Where indicated unless otherwise noted are to be set and are thirteen eighths (13/16) inch 1 D thirty inches long with a plastic plug placed in the top bearing the initials E.M.H.T. INC.
PERMANENT MARKERS Where indicated unless otherwise noted are to be set and are one (1) inch 1 D thirty (30) inches long bored one (1) foot in depth with a plastic plug placed in the top bearing the initials E.M.H.T. INC.
BASIS OF BEARINGS: The bearing system on this plat was assigned
SOURCE OF DATA: Deed of subject property Deed Book 3767 Pages 419 & 420 Related deeds Deed Book 3478 Page 107 and Deed Book 3708 Page 280 Other Plat Book 4 Page 47 All deed references being to those of record in the Recorder's Office Franklin County, Ohio

SURVEYED & PLATTED BY
EVANS, MECHWART, HAMBLETON & TILTON, INC.
CONSULTING ENGINEERS & SURVEYORS
GAHANNA, OHIO

December, 1980

We do hereby certify that we have surveyed the above premises, prepared the attached plat, and that said plat is correct. All dimensions are in feet and decimal parts thereof. Dimensions shown on curves are chord measurements.

By E.E. Maddy
E.E. MADDY, Registered Surveyor No. 4965



RESERVE 'A'
0.6418 AC.
(FUTURE DEVELOPMENT)

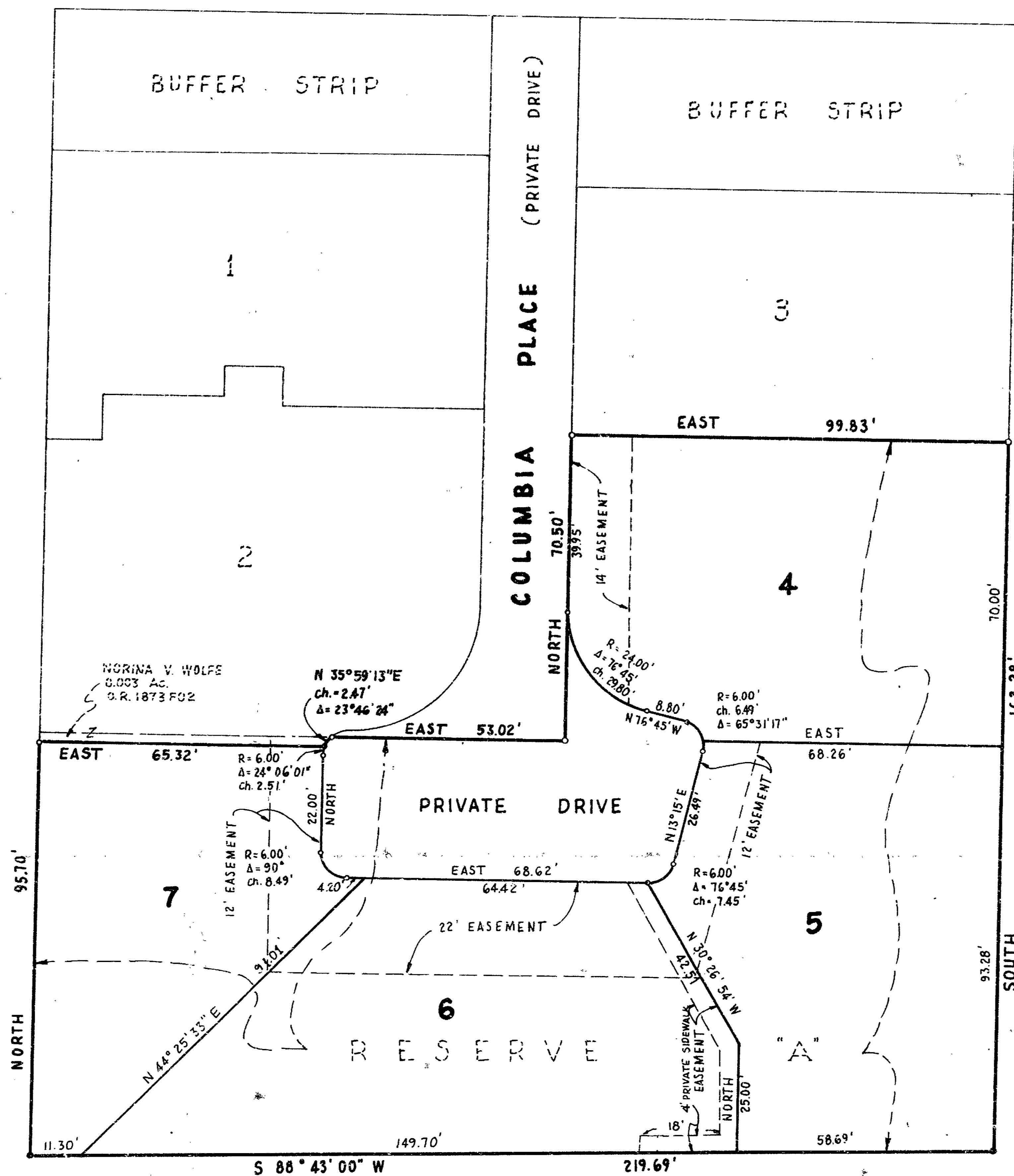
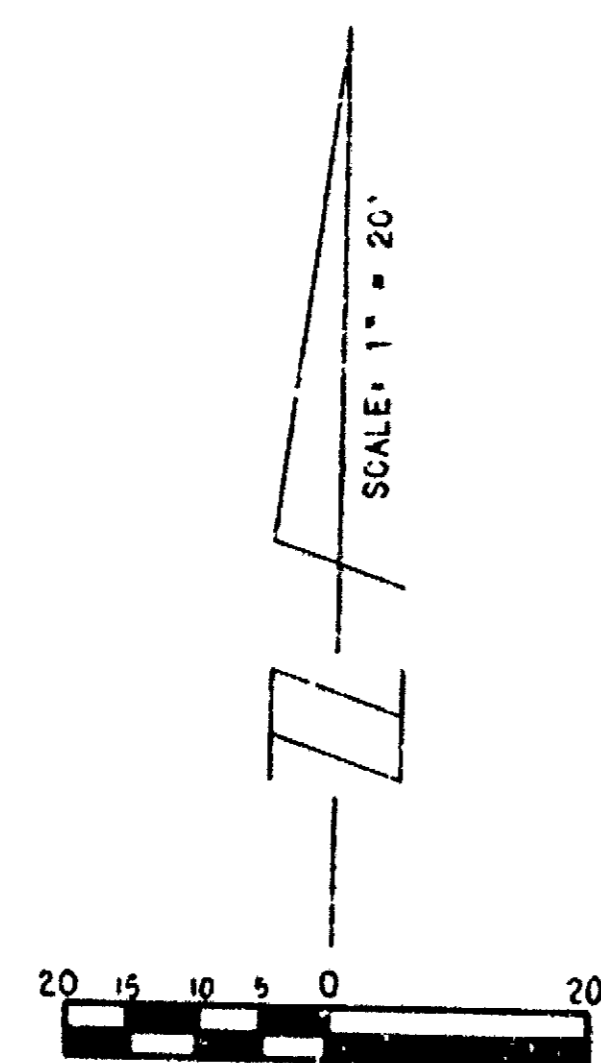
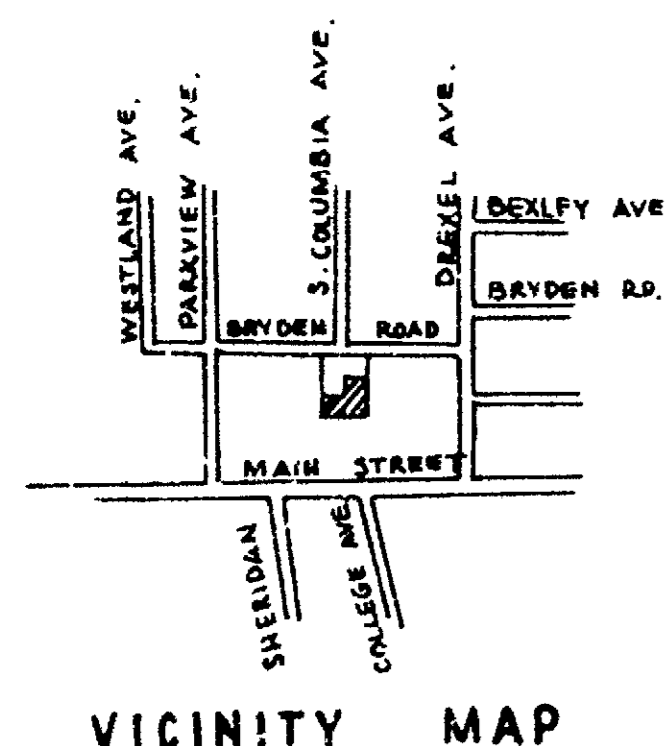
Line as fixed in Case Recorded in Order Book 183, Pg. 280 Court of Common Pleas

So Line of Rownd and Knauss' Parkview Addition, P.B. 4, Pg. 47
No. Line of George N. Tussing's Subdivision, P.B. 5, Pg. 74

City of Bexley
D.B. 1419, Pg. 177

RESUBDIVISION OF RESERVE "A" OF COLUMBIA PLACE

BRYDEN ROAD



SITUATE IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF BEXLEY, IN HALF SECTION 20, SECTION 13, TOWNSHIP 5, RANGE 22, REFUGEE LANDS, AND BEING ALL RESERVE "A" OF COLUMBIA PLACE OF RECORD IN PLAT BOOK 58 PAGE 10, AND CONTAINING 0.639 ACRES, MORE OR LESS, AS CONVEYED TO BEXLEY PROPERTIES, BY DEED OF RECORD DEED BOOK 376, PAGES 419 AND 420, ALL REFERENCES BEING TO THOSE OF RECORD IN THE RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO.

THE UNDERSIGNED BEXLEY PROPERTIES, A SOLE PROPRIETORSHIP, BY SIDNEY I. BLATT, DULY AUTHORIZED IN THE PREMISES, DOES HEREBY CERTIFY THAT THE ATTACHED PLAT CORRECTLY REPRESENTS ITS "RESUBDIVISION OF RESERVE "A" OF COLUMBIA PLACE" A NEW SUBDIVISION OF LOTS 4 THRU 7, INCLUSIVE, AND A PRIVATE DRIVE AND DOES HEREBY ACCEPT THIS PLAT OF SAME.

EASEMENTS ARE RESERVED WHERE INDICATED ON THE PLAT, FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF ALL PUBLIC AND PRIVATE UTILITIES ABOVE AND BENEATH THE SURFACE OF THE GROUND AND WHERE NECESSARY ARE FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF SERVICE CONNECTIONS TO ALL ADJACENT LOTS AND LANDS AND FOR STORM WATER DRAINAGE.

IN WITNESS WHEREOF, SIDNEY I. BLATT OF BEXLEY PROPERTIES, SET HIS HAND THIS 6th DAY OF July, 1984.

WITNESSES: [Signature] BEXLEY PROPERTIES
[Signature] SIDNEY I. BLATT

STATE OF OHIO SS. BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED SIDNEY I. BLATT, OF BEXLEY PROPERTIES, WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED AND THE VOLUNTARY ACT AND DEED OF SAID BEXLEY PROPERTIES, FOR THE USES AND PURPOSES EXPRESSED HEREIN.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS 6th DAY OF July, 1984.
 MY COMMISSION EXPIRES March 27, 1987
[Signature]
 NOTARY PUBLIC, STATE OF OHIO

APPROVED THIS 10th DAY OF July, 1984
[Signature]
 CHAIRMAN, PLANNING COMMISSION
 BEXLEY, OHIO

APPROVED ACCEPTED THIS 10th DAY OF July, 1984, BY ORDINANCE NO. 10-74, BY THE COUNCIL, FOR THE CITY OF BEXLEY, OHIO
[Signature] Mayor, BEXLEY, OHIO
[Signature] Clerk, BEXLEY, OHIO

APPROVED AND ACCEPTED THIS 26th DAY OF July, 1984
[Signature] Auditor, FRANKLIN COUNTY, O.
[Signature]

FILED FOR RECORD THIS 27th DAY OF July, 1984, AT 10:26 M.

FEE 1.00 FILE NO. 271987
[Signature] RECORDER, FRANKLIN COUNTY, OHIO

RECORDED THIS 27th DAY OF July, 1984, PLAT BOOK 61 PAGE 86

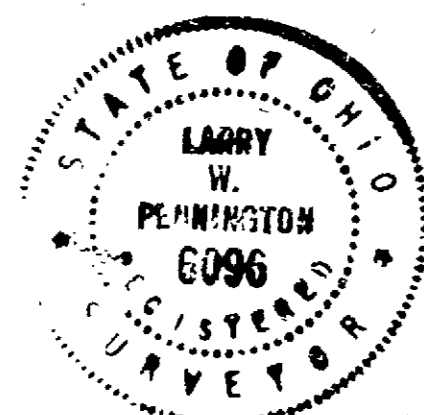
[Signature] DEPUTY RECORDER, FRANKLIN COUNTY, OHIO

WE DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE ABOVE PREMISES, PREPARED THE ATTACHED PLAT AND THAT SAID PLAT IS CORRECT. ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF. DIMENSIONS SHOWN ALONG CURVES ARE CHORD MEASUREMENTS.

IRON PINS ARE INDICATED BY THE FOLLOWING SYMBOL: PERMANENT MARKERS ARE TO BE PLACED UPON COMPLETION OF CONSTRUCTION NECESSARY TO THE IMPROVEMENT OF THIS LAND ARE INDICATED BY THE FOLLOWING SYMBOL:

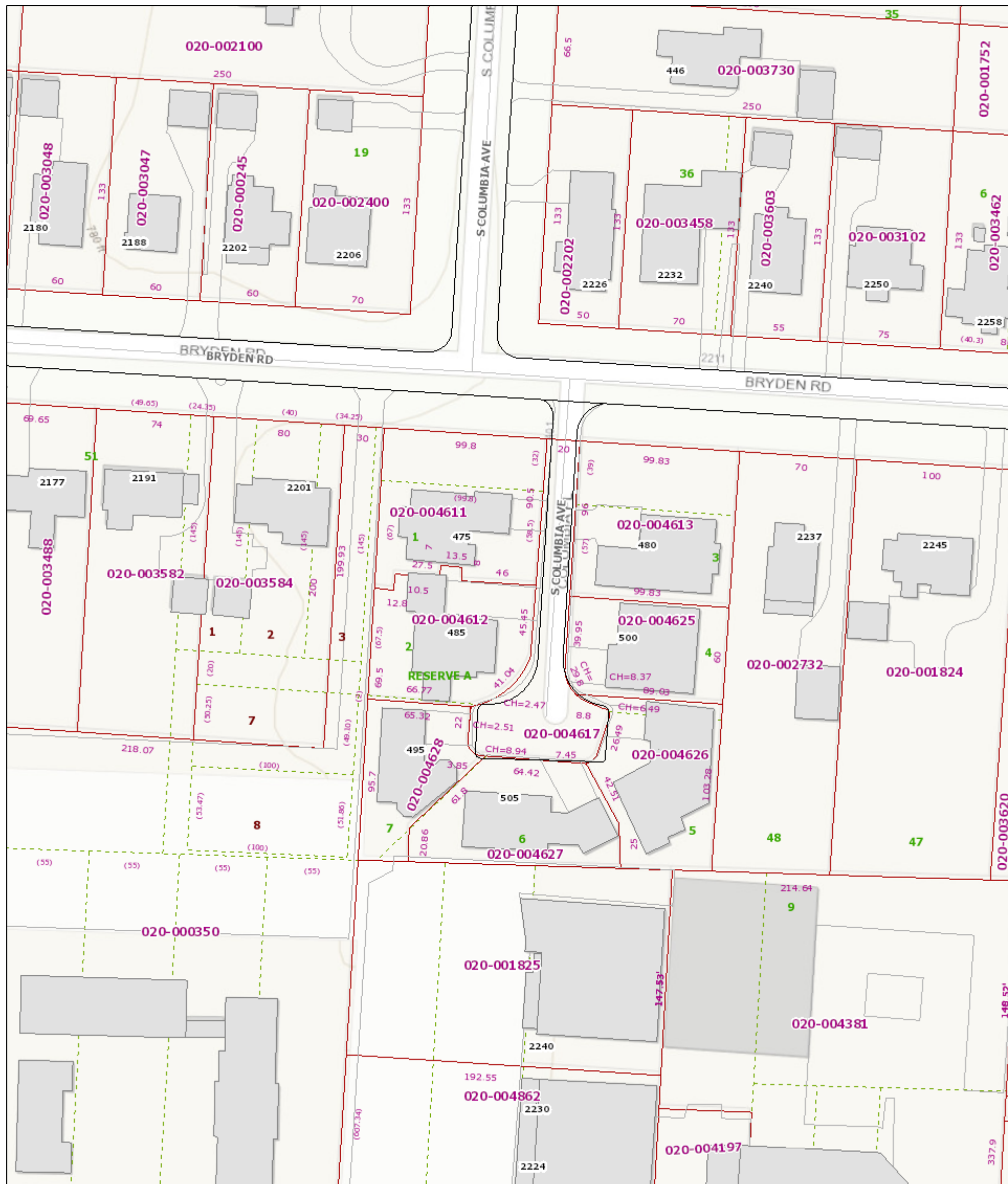
PREPARED BY: R. D. ZANDE & ASSOCIATES, LTD.
 1237 DUBLIN ROAD
 COLUMBUS, OHIO 43215

[Signature]
 REGISTERED SURVEYOR NO. 6096



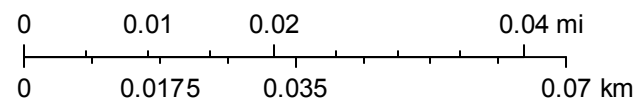
NOTE: THE BEARINGS SHOWN ON THE ATTACHED PLAT ARE BASED ON THE BEARINGS AS SHOWN ON COLUMBIA PLACE RECORD PLAT OF RECORD IN PLAT BOOK 58 PAGE 10

Columbia Place



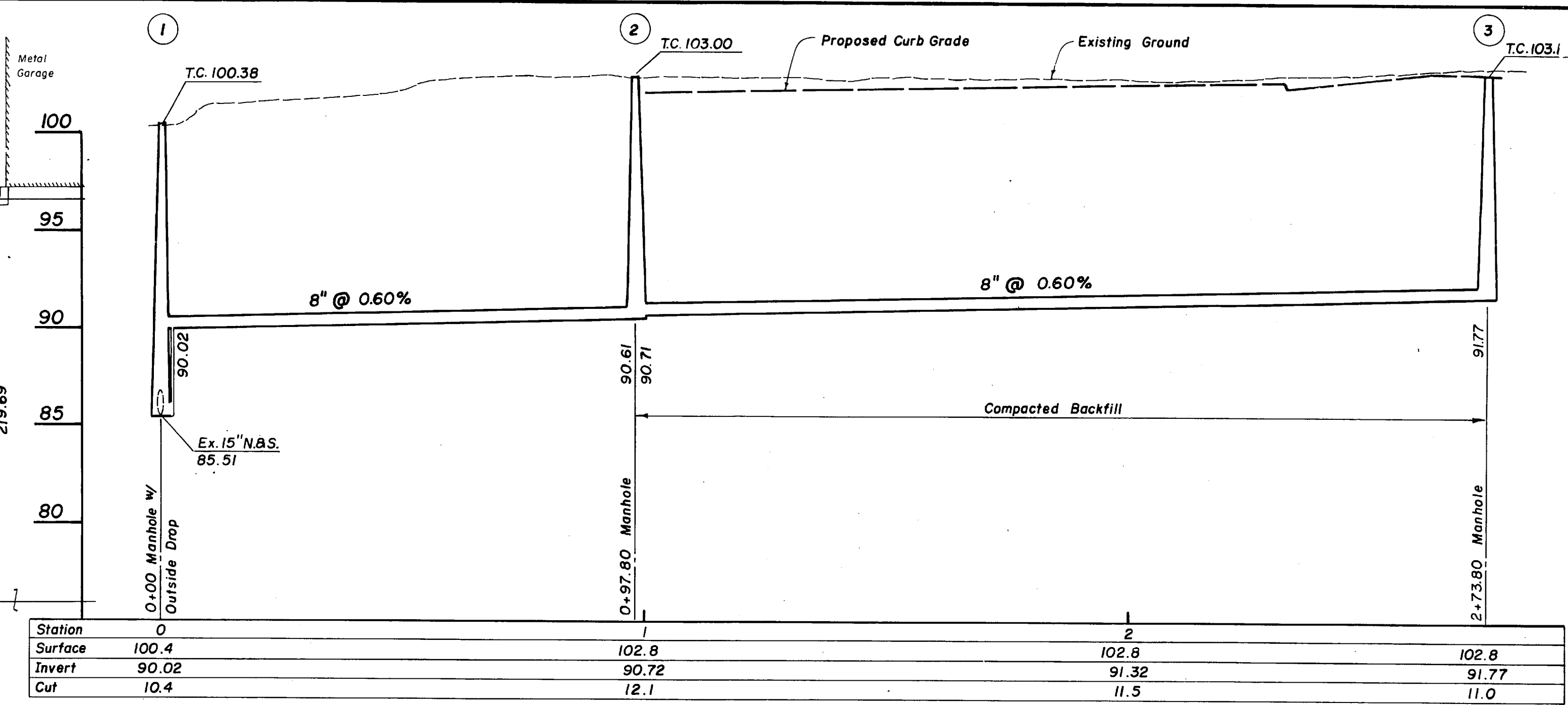
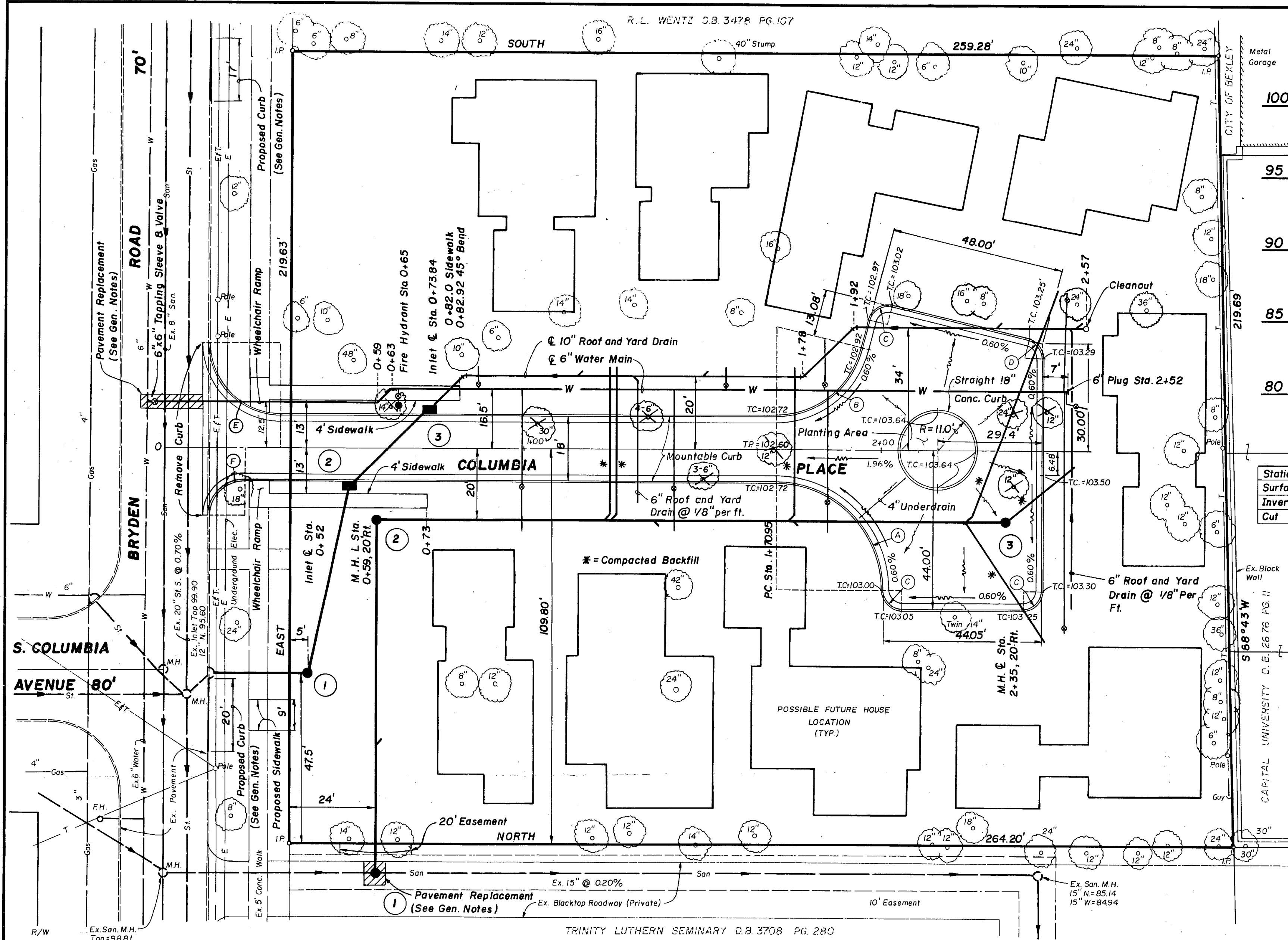
October 13, 2020

1:974



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

Parcel	Address	Auditor Valuation	Property Taxes to City	Street Levy Portion
020-004611	475 Columbia Place	\$411,800	\$677.55	\$391.61
020-004612	485 Columbia Place	\$656,700	\$1,080.49	\$624.51
020-004628	495 Columbia Place	\$477,200	\$785.16	\$453.81
020-004627	505 Columbia Place	\$535,000	\$880.26	\$508.77
020-004626	510 Columbia Place	\$891,700	\$1,467.15	\$847.98
020-004625	500 Columbia Place	\$649,500	\$1,068.65	\$617.66
020-004613	480 Columbia Place	\$581,700	\$957.09	\$553.18
				\$3,997.52



CURVE DATA
FACE OF CURB

(A) Δ=90°00'00"
R=30.00'
T=30.00'
L=47.12'

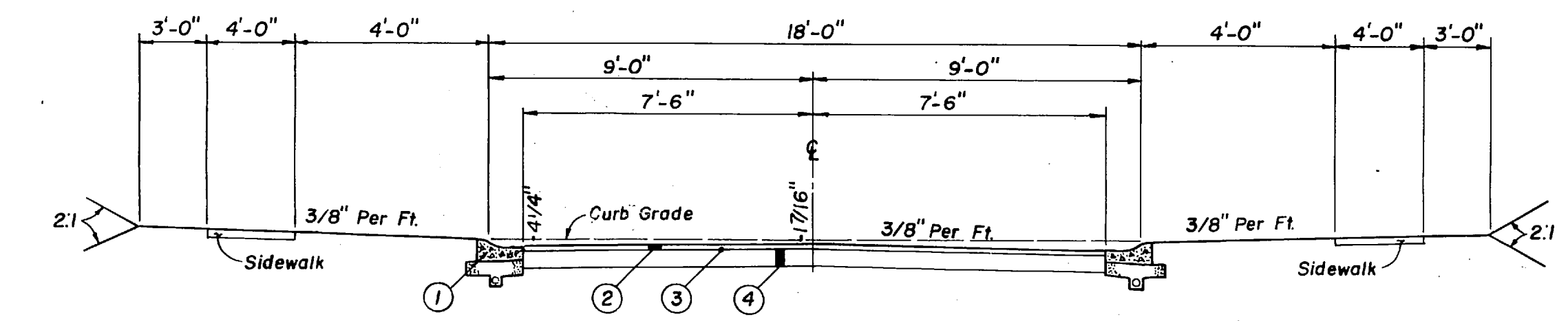
(B) Δ=76°45'00"
R=25.00'
T=19.80'
L=33.49'

(C) Δ=90°00'00"
R=5.00'
T=5.00'
L=7.65'

(D) Δ=76°45'00"
R=50.00'
T=33.96'
L=66.70'

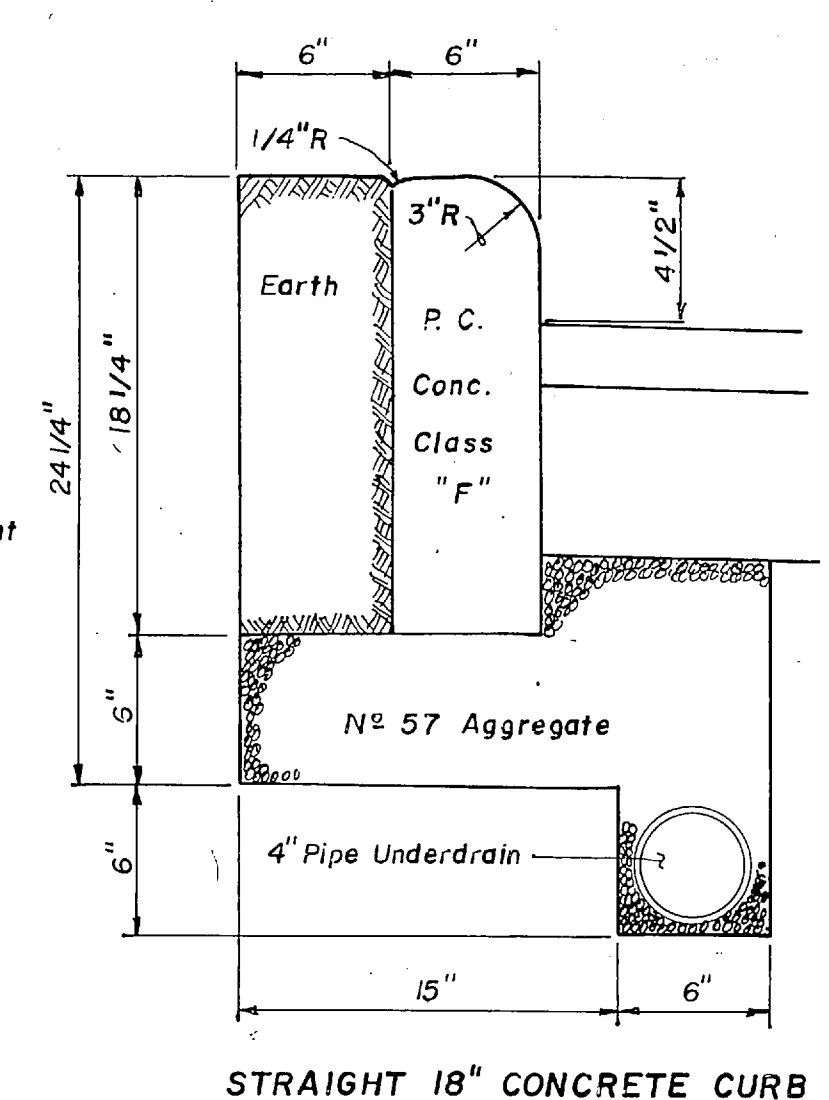
(E) Δ=90°00'00"
R=20.00'
T=20.00'
L=31.42'

(F) Δ=90°00'00"
R=10.00'
T=10.00'
L=15.71'

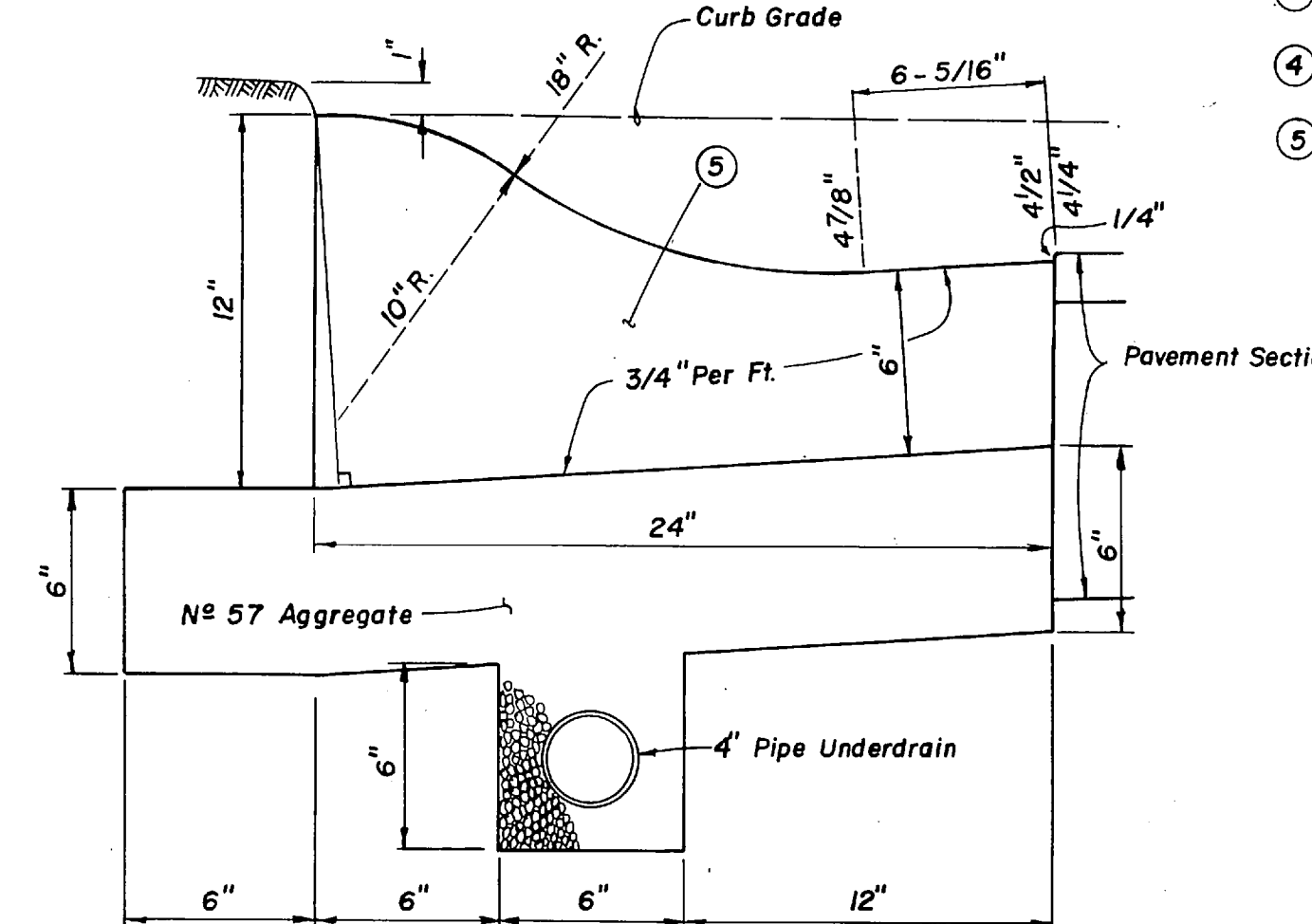


TYPICAL 18' SECTION

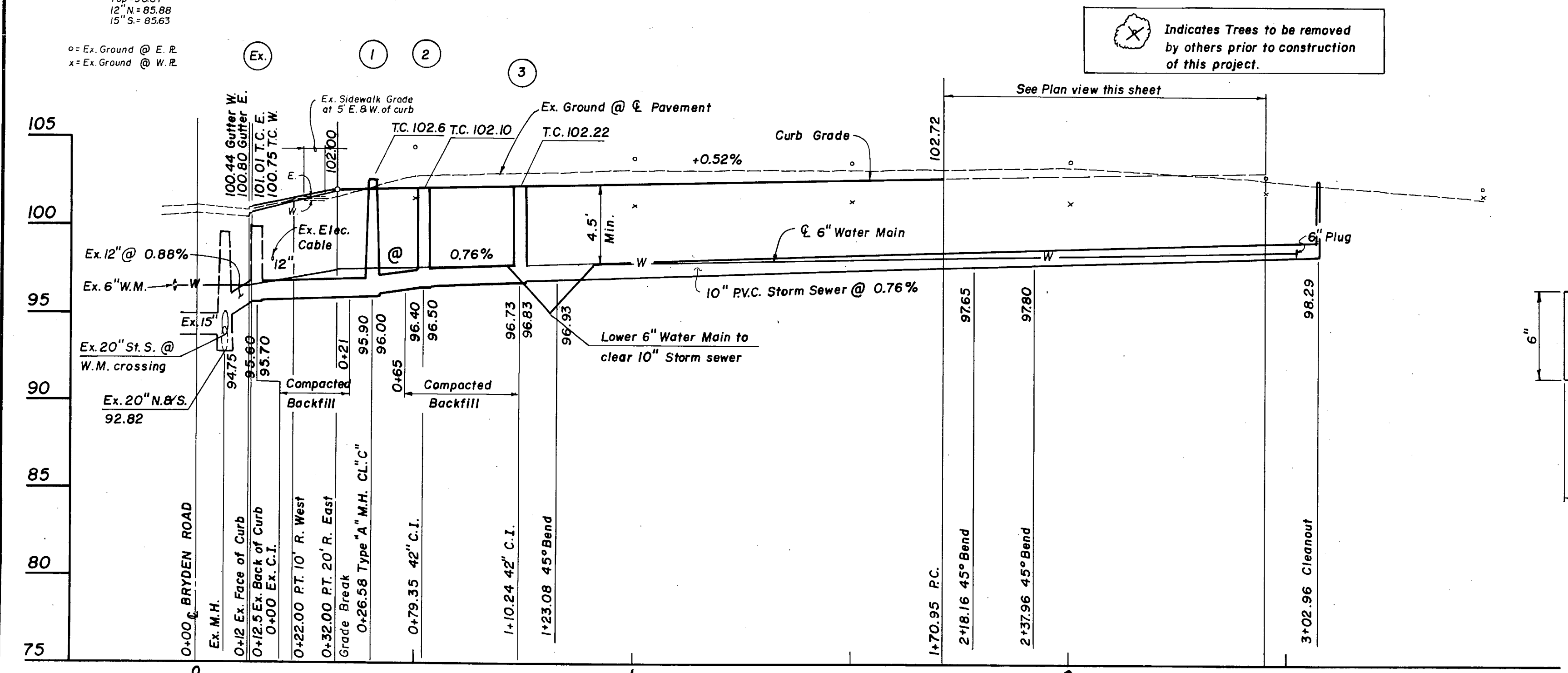
- ① Mountable Curb, See Detail this sheet
- ② 2" Hot-Mixed, Hot Laid Asphalt Concrete, Item 404
- ③ Prime Coat, Item 408 applied at 0.1 Gal. per sq. yd.
- ④ 9" Aggregate Base Item 304
- ⑤ Class "C" Concrete, 6 1/2 Bag Mix, 7% to 9% Air Entrainment



STRAIGHT 18' CONCRETE CURB



MOUNTABLE CURB DETAIL



Indicates Trees to be removed by others prior to construction of this project.

CITY OF BEXLEY, OHIO
PRIVATE
STREET, WATER & SANITARY SEWER IMPROVEMENT
COLUMBIA PLACE

SCALE: Horiz. 1" = 20'
Vert. 1" = 5'

AUG., 1980

EVANS, MECHWART, HAMBLETON & TILTON, INC.
CONSULTING ENGINEERS, SURVEYORS

GENERAL NOTES

The City of Bexley Requirements together with the City of Columbus Construction and Materials Specifications dated 1978, including all supplements thereto, shall govern this work except as such specifications are modified by indicated notes or details set forth herein.

Any modifications or changes to the sanitary sewer work as shown on the drawings, must have prior written approvals by the Superintendent Division of Sewerage and Drainage, City of Columbus.

Roof drains, foundation drains and other clean water connections to the sanitary sewer system are prohibited on this project.

If ABS Composite pipe is used, all wye or tee branches shall be fitted with a 2 foot (min.) length of ABS Solid Wall Sewer Pipe with a solvent weld cap or plug on the end. The cost of this shall be included in the price per lineal foot for sewer items.

Location, support, protection and restoration of all existing utilities and appurtenances shall be the responsibility of the Contractor. The cost of this work shall be included in the unit price bid for the various items. It shall be the responsibility of the Contractor, prior to construction to determine in the field the actual locations and elevations of all existing utilities whether shown on the plan or not. The Contractor shall call 1-800-362-2764 (toll free) 72 hours prior to any excavation.

The Contractor and Sub-Contractor shall be solely responsible for complying with the Occupational Safety and Health Act of 1970 during the conduct and performance on and in connection with this project.

The Contractor shall obtain all necessary permits for construction of this project prior to construction.

Water service boxes shall be located 24" from the back of curb unless otherwise shown on the plan.

In case of conflict in grade between water lines and storm sewers the water lines shall be lowered during construction.

On the dead end 6" water main, two 3/4" taps shall be installed within two feet of the end of the main.

All traffic lanes shall be fully open to traffic on Bryden Road and the private drive along the east property line from 7:00 to 9:00 A.M. and 4:00 to 6:00 P.M. One lane may be closed to traffic during working hours. All trenches shall be backfilled or securely plated during non-working hours.

Steady Burning Type C lights shall be required on all barricades, drums, and similar traffic control devices in use at night. Permanent Pavement replacement on Bryden Road and the private drive along the east property line shall be constructed in accordance with Item 628 of the Specifications and Standard Drawing 1244 Dr. A. Type I-C.

The Contractor shall contact the property owner at least 72 hours prior to curb construction in order to locate possible curb openings for roof drains.

The Contractor shall not remove any trees without prior written approval by the owner.

The Contractor shall perform leakage test and furnish all necessary equipment and materials in order to test sanitary sewer and water main in accordance with the City of Columbus Specifications.

The minimum requirement for the 10" and 6" storm sewer pipe shall be P.V.C. sewer pipe ASTM D-3034, SDR 35 or approved equal.

All 6" service extensions for future roof and yard drains shall be laid on a grade of 1/8" per foot.

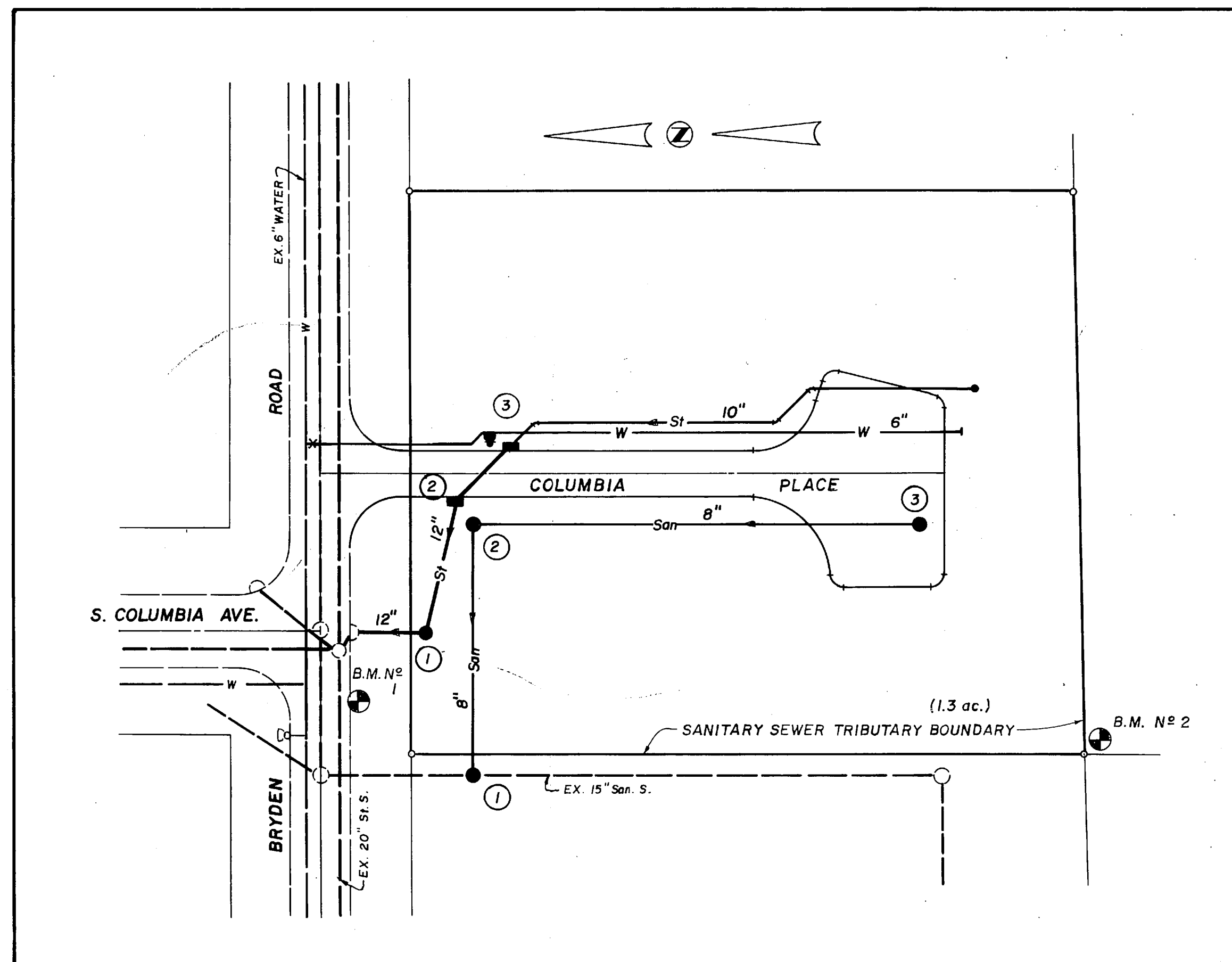
All wye branches and 6" service extensions for future roof and yard drains shall be plugged.

All curb designated for replacement on Bryden Road shall be constructed in accordance with City of Columbus Standard Drawing 1117 Dr. A. Item 609.

All wheelchair ramps shall be constructed in accordance with City of Columbus Standard Drawing 1227 Dr. A. Item 608. Cost of wheelchair ramps to be included in price bid for sidewalk Item 608.

**CITY OF BEXLEY, OHIO
PRIVATE STREET, WATER AND SANITARY SEWER IMPROVEMENT
FOR**

COLUMBIA PLACE



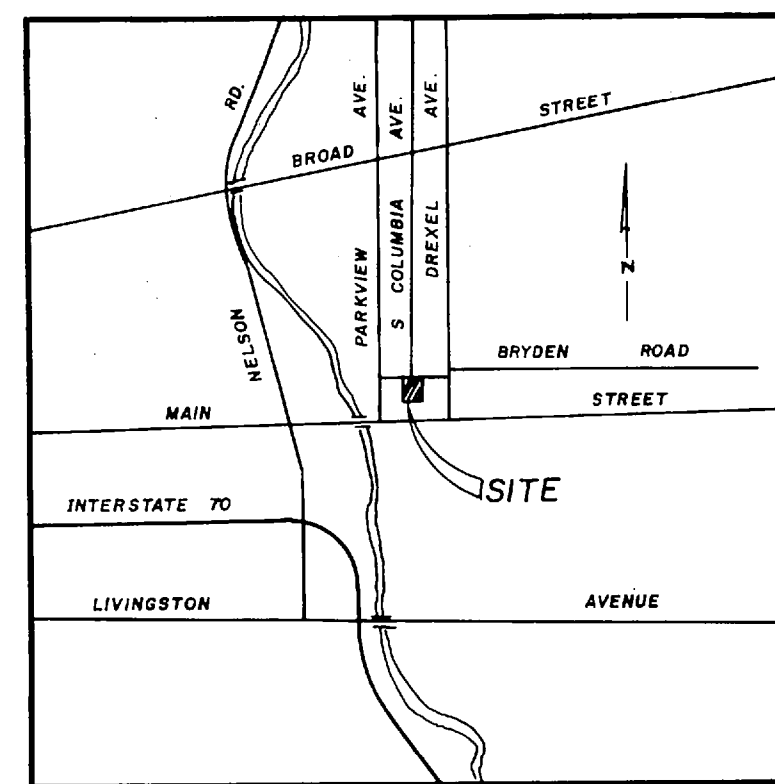
INDEX MAP
SCALE: 1" = 40'

CITY OF COLUMBUS
STANDARD CONSTRUCTION DRAWINGS
The Standard Construction Drawings listed on these plans shall be considered a part thereof.

1117 Dr. A.	AA-S-100	L-6306
1153 Dr. A.	AA-S-102	L-6309
1227 Dr. A.	AA-S-106	L-6310
	AA-S-110	L-6311
	AA-S-111	L-6637
	AA-S-112	L-7001
	AA-S-119	
	AA-S-123	
	AA-S-151	
	AA-S-160	

BENCH MARKS

- B.M. No. 1** P.K. Nail in East side of Electric pole located 30' ± South of the intersection of Bryden Road and South Columbia Avenue. **Elev. 100.86**
- B.M. No. 2** Top of Iron Pin locating the Southwest corner of subject property. **Elev. 101.82**



SITE MAP

ESTIMATE OF QUANTITIES			
ITEM	QUAN.	UNIT	DESCRIPTION
STREET			
202	50	L.F.	Curb Removed (Bryden Road)
203	420	C.Y.	Excavation including embankment construction
304	171	C.Y.	Aggregate Base (9" thick)
404	38	C.Y.	Asphalt Concrete (2" thick)
408	680	S.Y.	Prime Coat
604	660	L.F.	4" Underdrains
608	510	S.F.	Sidewalk
609	590	L.F.	Mountable Curb and Gutter
609	37	L.F.	Curb Replaced (Bryden Road) including Excavation
628	14	S.Y.	Pavement Replacement (Sanitary and Water)
609	70	L.F.	Straight 18" Conc. Curb
STORM			
604	1	Ea.	Type "A" Manhole
604	2	Ea.	42" Curb Inlet
901	110	L.F.	12" Concrete Pipe 706.01, Class II w/Type I Bedding
Spec.	195	L.F.	10" P.V.C. Storm sewer ASTM D-3034; SDR-35 Including Cleanout
Spec.	115	L.F.	6" P.V.C. Storm sewer ASTM D-3034; SDR-35
Spec.	6	Ea.	6" x 10" Wye Branch
WATER			
801	260	L.F.	6" Ductile Iron Water Pipe; Class S3
802	1	Ea.	6 Valve w/Box
805	1	Ea.	6" x 6" Tapping Sleeve and Valve w/Heavy Duty Valve Box
805	5	Ea.	3/4" Water Taps (long)
805	4	Ea.	3/4" Water Taps (short)
805	1	Ea.	Fire Hydrant
SANITARY			
604	2	Ea.	Manholes, Type C
604	1	Ea.	Manholes, w/Outside drop (AA-S-110)
901	275	L.F.	8" Sanitary Sewer w/Type I Bedding
915	9	Ea.	6" x 8" Wye Branch
918	177	L.F.	6" Sanitary Sewer w/Type I Bedding (Under pavement one per trench)
* 918	86	L.F.	6" Sanitary Sewer w/Type I Bedding (Under pavement two per trench)

* The footage indicated represents the length of service pipe rather than the length of trench required.

Prepared By
EVANS, MECHWART, HAMBLETON & TILTON, INC.

By _____
Registered Engineer No. 33179 Date _____

Approved this _____ day of _____, 1980. _____
Mayor, City of Bexley

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

Approved Sanitary Sewer Only

Approved this _____ day of _____, 1980. _____
Supt. Division of Sewerage and Drainage
City of Columbus

Approved this _____ day of _____, 1980. _____
Director of Public Service
City of Columbus

Approved on the part of the City of Columbus is given pursuant to the provisions of the sewer service agreement with the City of Bexley.

Annual Depreciation / Replacement Cost Calculation
 Columbia Place, City of Bexley Ohio
 Prepared By David B Koch, PE 10/11/2021

Ref: Street, Water, Sanitary, Storm Plans from 1980

Item	Quantity	Units	Unit Cost (2021 \$)	Total Cost	Est. Life (years)	Annual Cost
Pavement Base	680	SY	70	\$47,600	80	\$595
Asphalt Surface	680	SY	20	\$13,600	15	\$907
Concrete Curb	590	LF	40	\$23,600	50	\$472
Storm Sewer (lining cost only)	305	LF	65	\$19,825	80	\$248
Sanitary Sewer (lining cost only)	275	LF	45	\$12,375	80	\$155
Water Main	260	LF	200	\$52,000	80	\$650
Water Services (main to curb)	9	Ea	3000	\$27,000	80	\$338
Totals				\$196,000		\$3,364

Above Costs do not include:

- Cost to repair current deficiencies
- Sanitary Sewer Services (Private)
- Water Services behind curb (Private)
- Storm Sewer Service Lines for Roof Drains and Sump Pumps (Private)
- Sidewalks or Driveways (Private)
- Misc. Costs to replace improvements built on top of utility easements (trees, sidewalks, driveways, landscape)
- Irrigation System Repair when other work in Right of Way is replaced (Private)

Notes:

- The existing pavement is only 2" thick asphalt on top of 9" of gravel.
- This is less than a typical City Street. Typical would be 3"(+) of asphalt on top of a 6" thick concrete base.
- Pavement width is only 15' between curbs and may be difficult to plow snow if vehicles are allowed to park on street.
- Some sidewalk panels were installed with excessive cross-slope and are not ADA Accessible.
- The existing water main is a dead end and cannot be flushed as there is not a fire hydrant located at the end.
- This may result in poor water quality and potential issues with sediment and buildup of deposits.

Ordinance 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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Prior Experience	6
Personnel	7
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Contract Performance	9
Cost Proposal	9



Executive Summary

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

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

IRE summary (distinguishing characteristics):

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

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

Supply terms:

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

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

Opt-out period:

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

REC options:

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



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Program performance and meetings:

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

Initial supply term pricing timeline:

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

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

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

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

Supplier Qualifications

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

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

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



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Renewable Qualifications:

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

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

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

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

Locality:

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

Insurance:

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

Prior Experience

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

Adequacy of staff:

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

Adequacy of equipment, research tools and administrative resources:

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



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

Quality and appropriateness of technical and support staff:

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

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

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

Past performance of organization:

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

Experience of individuals assigned:

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

Personnel

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

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

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



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

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

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

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

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

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

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

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

Customer References

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

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

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

Phone Number: (419) 491-1022

SOPEC

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

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

Phone Number: (740) 597-7955

City of Worthington

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

Address: 8469 Blue Ash Road, Cincinnati, OH 45236

Phone Number: (513) 745-1424



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Contract Performance

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

Cost Proposal (Cents per kWh)

Component	Term A (City Requested)		Term B (Optional Product)	
	Initial Supply Term	Renewable Generation Supply Term "IRE"	Initial Supply Term	Renewable Generation Supply Term "IRE"
Start	June 2021	June 2024	June 2021	May 2023
End	June 2024	June 2033	June 2023	May 2034
Months (Years)	36 (3 years)	108 (9 years)	24 (2 year)	132 (11 years)
Product	Full requirements	Energy Only	Full requirements	Energy Only
REC Percent	100% National Voluntary	100% IRE Project-Specific	100% National Voluntary	100% IRE Project-Specific
Product	Full-Requirements, All-Inclusive	Energy Only ¹	Full-Requirements, All-Inclusive	Energy Only ¹
Price	5.314 ²	4.386	5.377 ³	4.239

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

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

³Price with "Tri-State" RECs is 6.070 cents per kWh. Tri-State RECs are produced in the PJM region.

IRE pricing includes the necessary renewable projects to supply 100% of the aggregation load. Additional projects in the future will have no impact on pricing.

If selected, AEP Energy agrees to reimburse the City for all incurred costs for the development and implementation of its electric aggregation program. We will adjust the supply price to recoup the amount paid by the City as requested in the RFP.

The estimated savings compared to the SSO/PTC for the first three years could potentially be between 1-3%. We are estimating AEP Ohio's PTC from June 2021 to May 2022 to be between 5.2-5.6 cents per kWh.

With this response, AEP Energy has submitted our standard Master Supply Agreement contract as requested. Please note, that the IRE product as proposed requires a much higher level of specialization to cover the components associated. Additionally, the terms for IRE agreements fall between 12 and 15 years rather than the 3 years exhibited in the sample contract provided.

Attachment A

Non-Collusion Affidavit

STATE OF _____,
COUNTY OF _____, ss:

The undersigned Supplier ("Affiant"), being first duly sworn and cautioned, states the following in connection with the proposal for the City of Bexley's Request for Proposals – Full Requirements Retail Electric Generation Supply for the City of Bexley Opt-Out Governmental Aggregation Program.:

1. I understand and acknowledge that it is against the law to engage in collusion when preparing a bid for a public contract and hereby certify that the bid amount contained in this bid is an independent, balanced and honest bid amount, made without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to the prices contained herein, with any other contractor or competitor or any elected or appointed official or employee of the City of Bexley.
2. I further certify that the subcontractors and/or Suppliers with whom I expect to deal, if awarded this contract, have certified that their bids are made without collusion or communication as provided herein.
3. I further understand that my bid will be rejected if there is evidence of collusion, including disclosure of the prices in this bid, either directly or indirectly, to any other Supplier prior to opening.

Further Affiant sayeth naught.

SUPPLIER: AEP Energy

By:  _____

Printed Name & Title: Frank Willson,
Vice President of
Residential and Small
Business Solution
Sales

Subscribed and sworn to before me this 5 day of March, 2021 by ^{ed.}
Frank Wilton, the VP Resi & Small Bus. [TITLE] of
AEP Energy [SUPPLIER].



JESSICA DARLING
NOTARY PUBLIC
FOR THE
STATE OF OHIO
My Commission Expires
July 17, 2024

Jessica Darling



AEP Energy Credit Worthiness Statement as of May 6, 2020

AEP Energy is a subsidiary of American Electric Power Company, Inc. American Electric Power Company, Inc.'s 2019 10-K Filing and 2019 Annual Report, containing its annual audited financial statements, including notes thereto, may be obtained via URL <http://aep.com/investors/>

Operating Company	S&P (SU/IR)	Moody's (SU/IR)
American Electric Power Company, Inc.	BBB+ / A-	Baa1 / Baa1

Facts at a Glance (12/31/2019)	Statistics
2019 Revenues	\$15.6 billion
2019 Net Income (ongoing) ¹	\$1.920 billion
2019 Earnings per share (ongoing) ¹	\$3.89
2019 Assets	\$75.9 billion
U.S. employees	17,408
States served by regulated utilities	Arkansas, Indiana, Kentucky, Louisiana, Michigan, Ohio, Oklahoma, Tennessee, Texas, Virginia, West Virginia
Miles of transmission and distribution lines	261,000 approximately
Owned Generation	27 gigawatts (GW)
U.S. customers	5.5 million

¹The 2019 financial results include pretax asset impairments of \$156 million.

Statement provided by:
 American Electric Power (AEP)
 Credit Risk Management

CORPORATE GUARANTY

TO: _____, its successors and assigns, and any of its subsidiaries (“Beneficiary”).

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, and to induce Beneficiary to do business with AEP Energy, Inc., an Illinois corporation (“AEP Energy”), the undersigned American Electric Power Company, Inc. (“AEP” or “Guarantor”), hereby guarantees the full and prompt payment of all present and future obligations of AEP Energy to Beneficiary, up to an aggregate amount of _____ U.S. Dollars (\$_____) (the “Guaranty Cap”), arising under that certain Government Aggregation Master Retail Electric Supply Agreement (the “Agreement”) by and between AEP Energy and Beneficiary dated _____, 2021 (the “Obligations”). AEP acknowledges the benefit to it of said Agreement between Beneficiary and AEP Energy, as well as the benefit of extending the Guaranty. AEP’s obligations and liability under this Guaranty shall be limited to the payment of obligations arising from the Agreement only, and AEP shall have no obligation to sell, deliver, supply or deliver electric energy or perform any related services.

AEP hereby waives notice of acceptance of this Corporate Guaranty (“Guaranty”), notice of the transactions between Beneficiary and AEP Energy, notice of the execution and delivery, amendment, extension or renewal of any present or future instrument pertaining to Obligations, and notice of default by AEP Energy. AEP further consents, without further notice, to any extension or extensions of the time or times of payment of said Obligations, or any portion thereof, and to any change in form or amount, or renewal at any time, of such Obligations, or any portion thereof, in each case up to the Guaranty Cap.

This Guaranty shall become effective from the date of guaranty execution at 12:01 a.m. Eastern Standard Time and terminate on the earlier of _____, 20__ at midnight Eastern Standard Time, or five (5) days after the date of written notice of termination from AEP. No termination of this Guaranty shall affect any Obligations outstanding or contracted or committed for at the time of termination, and this Guaranty shall remain in full force and effect with respect to such Obligations until finally and irrevocably paid in full. Any extension, or the acceptance of any sum or sums on account, or of any note or draft of AEP Energy and/or any third party, or security, from AEP Energy, shall not affect this Guaranty.

AEP’s obligations hereunder with respect to the Obligations shall not be affected by the existence, validity, enforceability, perfection or extent of any collateral for such Obligations covered hereunder. Beneficiary shall not be obligated to file any claim relating to the Obligations owing to it in the event that AEP Energy becomes subject to bankruptcy, reorganization or similar proceedings (whether voluntary or involuntary), and the failure of Beneficiary to so file shall not affect AEP’s obligations hereunder. In the event that any payment to Beneficiary in respect of the Obligations is rescinded or must otherwise be returned for any reason whatsoever, AEP shall remain liable hereunder in respect of such Obligations as if such payment had not been made. AEP

reserves the right to assert defenses which AEP Energy may have to payment of any Obligation other than defenses arising from the bankruptcy or insolvency of AEP Energy and other defenses expressly waived hereby.

This Guaranty shall inure to and be binding upon the parties, their representatives, successors and assigns. This Guaranty shall not be affected by any change in the entity status or business structure of AEP Energy.

Any demand, notice, request, instruction, correspondence, or other document to be given hereunder by any party to another (herein collectively called "Notice") shall be in writing and delivered personally or mailed by certified mail, postage prepaid and return receipt requested, or by telecopier, as follows:

To Guarantor:	To Beneficiary:
American Electric Power Company, Inc.	
303 Marconi Blvd., 4 th Floor	
Columbus, Ohio 43215	
Attn: Credit Risk Management	
Email: aep_energy_credit@aep.com	Fax No.

Notice given by personal delivery or mail shall be effective upon actual receipt. Notice given by telecopier shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours. All Notices by telecopier shall be confirmed promptly after transmission in writing by certified mail or personal delivery. Any party may change any address to which Notice is to be given to it by giving notice as provided above of such change of address.

In the event Beneficiary engages in litigation to enforce this Guaranty, AEP agrees to pay, in addition to any amounts of AEP Energy which AEP has guaranteed to pay, any and all costs and expenses incurred by Beneficiary (including reasonable attorneys' fees) as a result of enforcing this Guaranty, provided such fees, costs and expenses are reasonable, and only if, and to the extent, Beneficiary is successful in such litigation. AEP SHALL NOT HAVE ANY LIABILITY WITH RESPECT TO, AND BENEFICIARY HEREBY WAIVES, RELEASES AND AGREES NOT TO SUE FOR, ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES, EXCEPT TO THE EXTENT THAT THE PAYMENTS REQUIRED TO BE MADE PURSUANT TO THE OBLIGATIONS UNDER THE AGREEMENT ARE DEEMED TO BE SUCH DAMAGES.

AEP represents and warrants that, at the time of execution and delivery of the Guaranty, nothing (whether financial condition or any other condition or situation) exists to impair in any way the obligations and liabilities of AEP to Beneficiary under this Guaranty. AEP further represents and warrants that the person signing this Guaranty on its behalf has been properly authorized by corporate action to do so.

The rights and duties of the AEP, AEP Energy and Beneficiary under this Guaranty shall be

construed and enforced in accordance with, and governed by the laws of, the State of New York.

IN WITNESS WHEREOF, AEP has duly executed this Guaranty on this __ day of ____, 20__.

AMERICAN ELECTRIC POWER COMPANY, INC.

By: _____
Julie A. Sherwood, Treasurer

**GOVERNMENT AGGREGATION
MASTER RETAIL ELECTRIC SUPPLY AGREEMENT**

This Government Aggregation Master Retail Electric Supply Agreement (“Agreement”) is entered into as of the following date: (‘‘Effective Date’’). The parties are the following:

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

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

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

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

ARTICLE 1 - OBLIGATIONS OF THE PARTIES

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 - TERM AND TERMINATION

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

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

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

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

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

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

ARTICLE 3 - DELIVERY TERM

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

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

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

ARTICLE 4 - BILLING AND PAYMENTS

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

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

ARTICLE 5 - DEFAULT AND REMEDIES

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

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

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

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

ARTICLE 6 - FORCE MAJEURE

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

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

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

ARTICLE 7 - LIMITATION OF LIABILITY

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

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

ARTICLE 8 - REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 - CONFIDENTIAL INFORMATION

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

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

ARTICLE 10 - MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AEP ENERGY, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

ATTACHMENT A:

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

Attachment A to Government Aggregation Master Retail Electric Supply Agreement

Between

and AEP Energy, Inc.

Term:

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

Pricing:

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

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

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

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

Mercantile Accounts:

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

COVERAGES

CERTIFICATE NUMBER: 4R7ECQZ6

REVISION NUMBER:

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


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

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/25/2021

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

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

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

COVERAGES

CERTIFICATE NUMBER: 6LVUT57T

REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER

For Informational Purposes Only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

	Years Ended December 31,		
	2019	2018	2017
REVENUES			
Vertically Integrated Utilities	\$ 9,245.7	\$ 9,556.7	\$ 9,095.1
Transmission and Distribution Utilities	4,319.0	4,552.3	4,328.9
Generation & Marketing	1,721.8	1,818.1	1,771.4
Other Revenues	274.9	268.6	229.5
TOTAL REVENUES	<u>15,561.4</u>	<u>16,195.7</u>	<u>15,424.9</u>
EXPENSES			
Fuel and Other Consumables Used for Electric Generation	1,940.9	2,359.4	2,346.5
Purchased Electricity for Resale	3,165.2	3,427.1	2,965.3
Other Operation	2,743.7	2,979.2	2,525.2
Maintenance	1,213.9	1,247.4	1,145.6
Asset Impairments and Other Related Charges	156.4	70.6	87.1
Gain on Sale of Merchant Generation Assets	—	—	(226.4)
Depreciation and Amortization	2,514.5	2,286.6	1,997.2
Taxes Other Than Income Taxes	1,234.5	1,142.7	1,059.4
TOTAL EXPENSES	<u>12,969.1</u>	<u>13,513.0</u>	<u>11,899.9</u>
OPERATING INCOME	2,592.3	2,682.7	3,525.0
Other Income (Expense):			
Other Income	26.6	18.2	34.6
Allowance for Equity Funds Used During Construction	168.4	132.5	93.7
Non-Service Cost Components of Net Periodic Benefit Cost	120.0	124.5	45.5
Gain on Sale of Equity Investment	—	—	12.4
Interest Expense	<u>(1,072.5)</u>	<u>(984.4)</u>	<u>(895.0)</u>
INCOME BEFORE INCOME TAX EXPENSE (BENEFIT) AND EQUITY EARNINGS	1,834.8	1,973.5	2,816.2
Income Tax Expense (Benefit)	(12.9)	115.3	969.7
Equity Earnings of Unconsolidated Subsidiaries	72.1	73.1	82.4
NET INCOME	1,919.8	1,931.3	1,928.9
Net Income (Loss) Attributable to Noncontrolling Interests	<u>(1.3)</u>	<u>7.5</u>	<u>16.3</u>
EARNINGS ATTRIBUTABLE TO AEP COMMON SHAREHOLDERS	<u>\$ 1,921.1</u>	<u>\$ 1,923.8</u>	<u>\$ 1,912.6</u>
WEIGHTED AVERAGE NUMBER OF BASIC AEP COMMON SHARES OUTSTANDING	<u>493,694,345</u>	<u>492,774,600</u>	<u>491,814,651</u>
TOTAL BASIC EARNINGS PER SHARE ATTRIBUTABLE TO AEP COMMON SHAREHOLDERS	<u>\$ 3.89</u>	<u>\$ 3.90</u>	<u>\$ 3.89</u>
WEIGHTED AVERAGE NUMBER OF DILUTED AEP COMMON SHARES OUTSTANDING	<u>495,306,238</u>	<u>493,758,277</u>	<u>492,611,067</u>
TOTAL DILUTED EARNINGS PER SHARE ATTRIBUTABLE TO AEP COMMON SHAREHOLDERS	<u>\$ 3.88</u>	<u>\$ 3.90</u>	<u>\$ 3.88</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**Public Utilities
Commission**

Sam Randazzo, Chairman

Commissioners

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

PUBLIC UTILITIES COMMISSION OF OHIO

Certified as a Competitive Retail Electric Service Provider

RENEWAL

Certificate Number:

10-206E (6)

Issued Pursuant to Case Number(s):

10-0384-EL-CRS

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

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

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

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

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

Dated: May 27, 2020

By Order of

PUBLIC UTILITIES COMMISSION OF OHIO

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

Certificate Expires: May 20, 2022

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

180 East Broad Street
Columbus, Ohio 43215-3793

Technician A

Date Processed 5/27/20

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

CRES AUTOMATIC CASE ACTION FORM

Date: **5-26-20**

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

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

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

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

Regulatory Contact: **Marsha Makel**

Phone: **614-682-4350**

Email: **mmakel@aepenergy.com**

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

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

Renewal

Action Needed:

Issue Certificate Number to:

Effective Date of Certificate:

Certificate Expires:

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

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

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

Certified To Provide the Following Services:

Retail Generation

Aggregation

Power Marketer

Power Broker

Governmental Aggregation

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

Reflect name change from: _____ to _____

Reflect address change from: _____ to _____

Correct Administrative Error:

Reflect Change of Ownership to:

Cancel Certificate Number:

Protect Un-redacted copies until:

Close Case File, Case Withdrawn at Applicant's Request

Close Case File

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

Sign Here: De

APPLICANT

PARTY OF RECORD

ATTORNEY

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

NONE

AEP ENERGY, INC VICE PRESIDENT, OPERATIONS
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KUCHERA, MADELON GENERAL COUNSEL
 FOR BLUESTAR ENERGY SERVICES INC

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ATTORNEY

PARTY OF RECORD

ATTORNEY

none

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

none

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

5/27/2020

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

Columbus,OH 43081

Phone:614-466-8526

Email:Nedra.Ramsey@puco.ohio.gov

none

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MAKEL, MARSHA REGULATORY ATTORNEY

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none

GUY, JAMES E.

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ENERGY S

701 BRAZOS STREET STE 970

AUSTIN,TX 78701-3232

Phone:512-721-2700

none

MUZZO, CHRISTOPHER L

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ONE FINANCIAL WAY, SUITE 312

CINCINNATI,OH 45242

Phone:513-672-6732

Fax:513-792-6724

Email:CHRISTOPHER_MUZZO@GSHLLP.COM

Ordinance 12 - 21

By: Richard Sharp

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

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

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

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

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

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

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

Section 1.

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

Section 2.

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

Passed: _____, 2021

Lori Ann Feibel, President of Council

Attest: _____
William Harvey, Clerk of Council

Approved: _____, 2021

Ben Kessler, Mayor

First Reading: March 9, 2021

Second Reading:

Third Reading:

City of Bexley, Ohio Municipal Electric Aggregation Program

Plan of Operation and Governance

Adopted April 23, 2002; Revised ___, 2021

Overview

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

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

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

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

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

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

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

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

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

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

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

Plan of Operation and Governance

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

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

Aggregation Program Management

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

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

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

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

Selection of a CRES Provider

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

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

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

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

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

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

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

Electric Supply Charges

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

AEP's Regulated Customer Classifications and Rates

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

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

Developing the Pool of Eligible Accounts

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

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

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

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

Initial Consumer Notification and Enrollment

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

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

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

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

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

Leaving the Aggregation Program

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

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

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

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

CRES Provider Responsibilities

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

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

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

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

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

New and Returning Participants

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

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

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

Opt-In Aggregation

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

Modification of Bexley's Plan

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

Billing

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

Questions and Concerns

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

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

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

Commented [A1]: Need phone number

Reliability and Indemnification of Consumers

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

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

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

Participant Rights

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

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

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

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

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

Participant Responsibilities

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

Election of Standby Service

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

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

Termination of the Aggregation Program

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

Definitions

Aggregation

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

Aggregation Program Manager

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

Competitive Retail Electric Service (CRES)

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

Competitive Retail Electric Service Provider (CRES Provider)

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

Consumer

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

Delivery Charge

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

Distribution

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

Electric Related Service

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

Electric Supply Charge

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

Governmental Aggregator

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

Kilowatt (kW)

A kilowatt is 1,000 watts

Kilowatt-hour (kWh)

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

Ohio Consumers' Counsel (OCC)

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

Participant

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

Public Utilities Commission of Ohio (PUCO)

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

Standard Offer Generation Service

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

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