



City Council Meeting Agenda

Tuesday, February 8, 2022

6:00 PM

- 1) **Call to Order**
- 2) **Roll Call of Members**
- 3) **Pledge of Allegiance**
- 4) **Presentations/Special Guests**
 - A) St. Albans Presenting Check to Mid Ohio Food Bank
 - B) Project Discussion of Drexel Avenue Improvement Options
- 5) **Public Comments (Speaker Slip Required)**
- 6) **President's Report**
- 7) **City Attorney Report**
- 8) **Auditor's Report**
- 9) **Administrative Update:**
 - A) Service Department Update - Andy Bashore
 - B) Police Department Update - Interim Chief Gough
 - C) Recreation and Parks Update - Mike Price
 - D) Finance Department Update - Beecher Hale
 - E) Mayor's Update
- 10) **Consent Agenda: (No Speaker Slip Required)**
 - A) Meeting Minutes - 1/25/22 City Council Meeting
 - B) Ordinance 1-22 to amend Chapter 220.01, Rule 8 of the Codified Ordinances of the City of Bexley introduced by Troy Markham on January 11, 2022.
- 11) **Ordinances/Resolutions with visiting presenters**
- 12) **Third Readings: (No Speaker Slip Required)**
 - A) Ordinance 2-22 to authorize \$15,000 in supplemental appropriations for calendar year 2022 for paying expenses associated with the Chief of Police search process (introduced

by Monique Lampke on January 11, 2022)

13) Second Readings: (Speaker Slip Required)

14) First Readings: (Speaker Slip Required)

- A) Ordinance 3-22 to appropriate \$2700 from the Friends of Jeffrey Preschool Fund to pay preschool related expenses in 2022. (Introduced by Monique Lampke on February 8, 2022)

15) 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).

16) Strategic Committee - Jen Robinson, Chair

17) Service and Environmental Committee - Lori Ann Feibel, Chair

18) Finance Committee - Monique Lampke, Chair

19) Safety and Health Committee - Sam Marcellino, Chair

20) Zoning and Development Committee - Matt Klingler, Chair

21) Recreation and Parks Committee - Jessica Saad, Chair

22) Public Comments (No Speaker Slip Required)

23) Adjourn

All agendas are subject to change.

City Council Policy for Correspondence:

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

City Council Policy for Public Comments:

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

For issues that are not on Council's agenda:

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

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

- During an ordinance or resolution that is being discussed
- Residents may submit up to two separate speaker slips per meeting

- Please note that the speaker slip must be filled out prior to entering Council chambers and must be promptly handed to the Council secretary

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

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

Time limits for public comments:

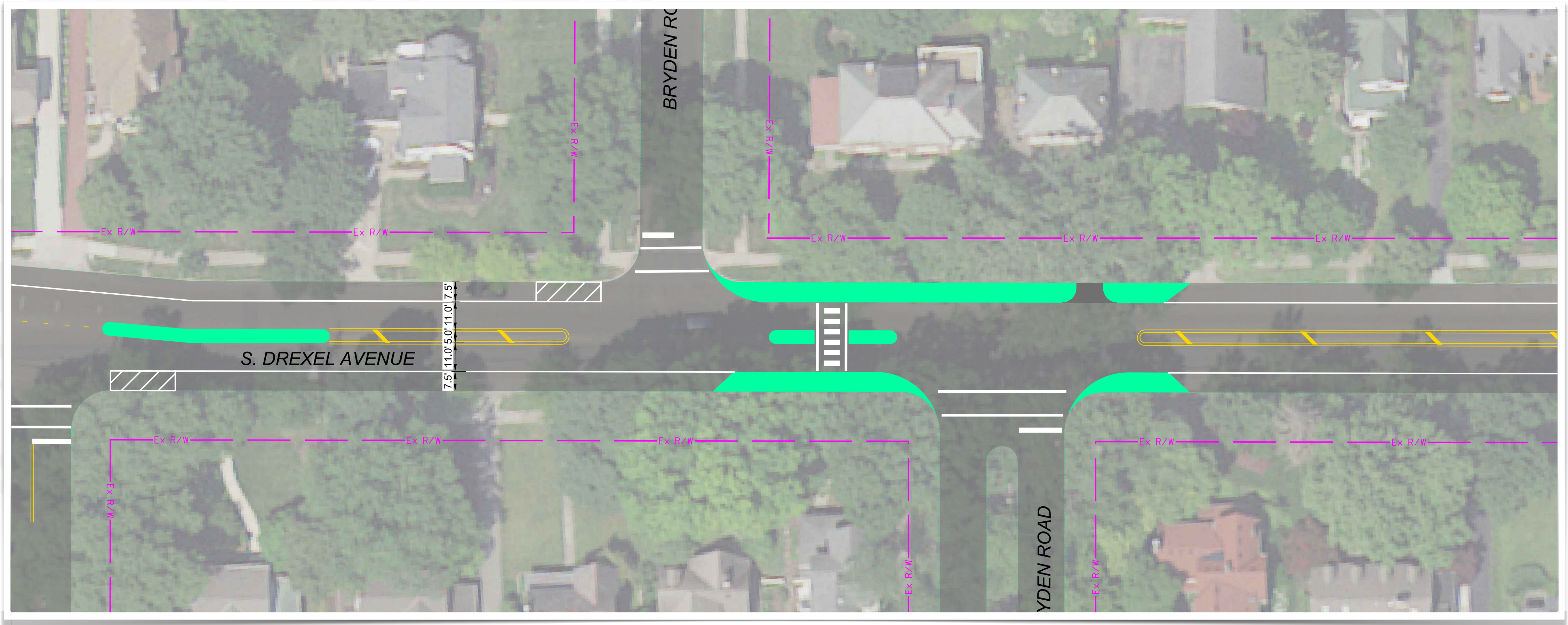
While City Council will not routinely impose time limits on either Agenda or Non-Agenda visitors who wish to address City Council, those commenting are asked to confine their remarks to approximately five (5) minutes and for Agenda items, to direct their comments to the subject matter being addressed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

Additional guidelines for public comments:

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

DREXEL AVENUE WORKSHOP

February 8, 2022



BACKGROUND ON THE PROJECT:

Project Origin and Timing

- In 2019, the City applied to the Ohio Public Works Commission for grant and loan funding to provide new water lines, storm and sanitary upgrades, and roadway improvements to Drexel Avenue between Main and Broad
- The grant/loan application was successful, and in 2020 the project was funded

BACKGROUND ON THE PROJECT:

Project Origin and Timing

- Preliminary engineering work began in 2020
- The initial project phase, involving water line replacement and storm and sanitary improvements - began in 2021 with sewer lining.
- The water and sewer infrastructure improvements were designed and bid as a separate project which is scheduled to begin March of 2022

BACKGROUND ON THE PROJECT:

Initial Public Workshop - May of 2021

- In the spring of 2021, the City invited the residents of South Drexel Avenue to a workshop to discuss possible improvements to the roadway above and beyond a standard resurfacing
- The following feedback was received. Residents desired:
 - To explore lowering the speed limit to 25 MPH
 - To provide for safer pedestrian crossings
 - To generally calm and beautify the street

BACKGROUND ON THE PROJECT:

Initial Public Workshop - May of 2021

Project priorities based on the 2021 Resident Workshop:

Slow Traffic (slow speed to 25 mph)
Enhance Pedestrian Crossings
Calm and Beautify the Street

BACKGROUND ON THE PROJECT:

Initial Public Workshop - May of 2021

Drexel is a State Route. At the workshop, city engineers explained the process to reduce the speed limit, which requires showing that traffic is driving closer to the proposed speed limit. In order to accomplish this, a road diet is necessary to change driver behavior.

BACKGROUND ON THE PROJECT:

Bicycle Friendly Bexley Plan & Drexel Avenue

- Throughout 2021, a Bicycle Friendly Bexley Plan was crafted through a series of public engagement opportunities
- The draft plan recommended the installation of bike lanes on Drexel Avenue, from Main Street to Broad Street in order to provide a safe, continuous route for cyclists
- The final plan instead recommended studying the lanes, after the City notified the plan consultant of the intent to calm traffic and lower speed on Drexel, thereby changing the condition and indicated solutions for cyclists

BACKGROUND ON THE PROJECT:

Bicycle Friendly Bexley Plan & Drexel Avenue

Drexel Avenue

Drexel Avenue between Broad Street and Main Street is a wide corridor with traffic calming initiatives planned in the next few years. Reducing travel lanes and the width of travel lanes for motor vehicles has been shown to reduce travel speeds and increase comfort for people riding bikes. Bexley has installed medians with tall vertical elements on Main Street and Broad Street which are also being considered on this corridor. Protected bike lanes are another option that would not only calm traffic, but also directly accommodate people biking.

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

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

A temporary demonstration project may be an ideal way to evaluate the impact of medians, protected bike lanes, or a combination of medians and typical bike lanes, on Drexel Avenue. Temporary demonstration projects are an intermediate step allowing community members and leaders to understand how a new street design might work before committing permanently to the change. The advantages and disadvantages to each configuration need to be more closely examined

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**The Bicycle Friendly Bexley Plan
Adopted August 10, 2021**

BACKGROUND ON THE PROJECT:

Bicycle Friendly Bexley Plan & Drexel Avenue

Drexel Avenue

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- The Bicycle Friendly Bexley Plan outlined pros and cons for protected bike lanes
- The Plan recommended further studying of the issue by the City
- The Plan acknowledged that reconfiguring the street to narrow the roadway and calm traffic would also increase the comfort of cyclists

BACKGROUND ON THE PROJECT:

Bicycle Friendly Bexley Plan & Drexel Avenue

- In keeping with the plan, protected bike lane options were explored alongside the plan that had been developing to shelter parking, provide pedestrian crossing bump-outs and landings, and add additional crosswalks to the corridor
- While the plan mentioned performing demonstration studies for bike lanes on Drexel, there was neither adequate time given the funding schedule, nor could temporary infrastructure adequately capture the impact of pedestrian landings, sheltered parking, and protected bike lanes

BACKGROUND ON THE PROJECT:

January, 2022 Follow Up Public Workshop

- In January of 2022, the City held a workshop for residents along Drexel, to discuss the two primary options that had been emerged
- Notice was given via letters hand-delivered to the residences, and there were 20-25 households present on the Zoom workshop.
- The workshop resulted in a honing of the bike lane option, moving the bike lane scenario to the west side of the street based on parking patterns

BACKGROUND ON THE PROJECT:

January, 2022 Follow Up Public Workshop

- All residents on the street favored the option with protected parking on both sides, pedestrian bump-outs on both sides, and no bike lanes
- A resident spoke in favor of bike lanes, but did not live on the street
- At the workshop, the City committed to refining the options, and holding a discussion at the February 8, 2022 city council meeting

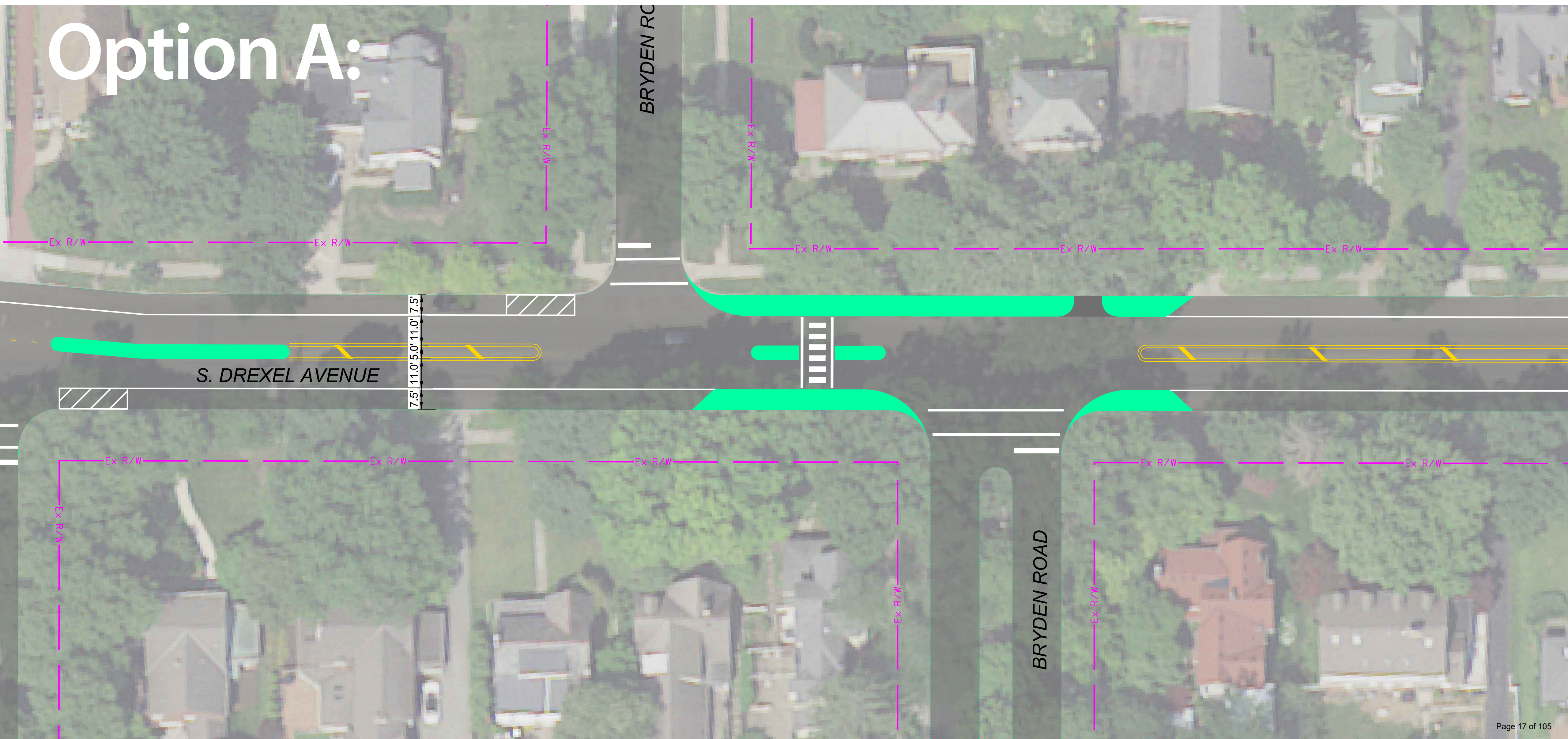
BACKGROUND ON THE PROJECT:

February 8, 2022 City Council Meeting

- The purpose of this meeting is to hear feedback on the two primary scenarios in order to inform city leadership as to how to finalize plans for improvements to Drexel Avenue
- The final decision will be made not based on how many individuals speak for or against any scenario, but based upon what is, after consideration of all perspectives, the best possible improvement to accomplish the goals of a safer, calmer, more human-friendly street

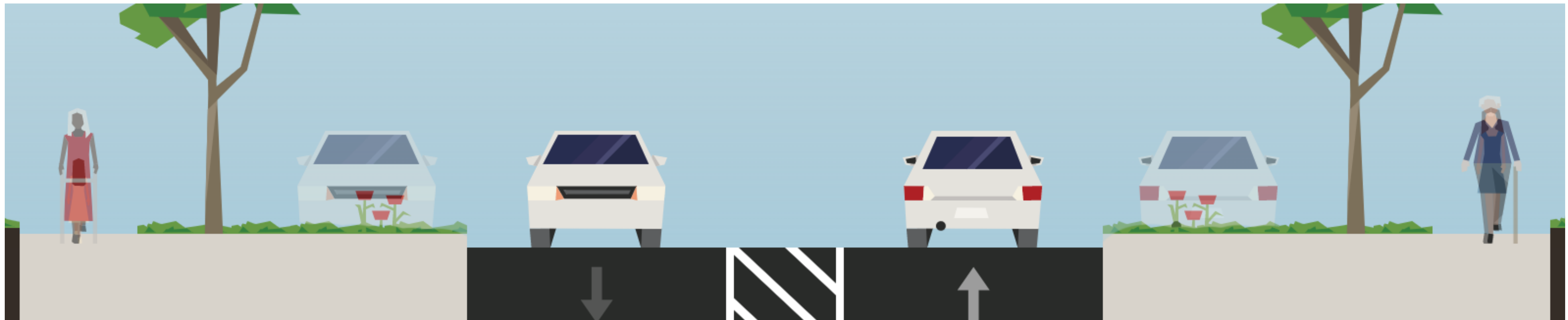
PRESENTATION OF PROJECT OPTIONS

Option A:



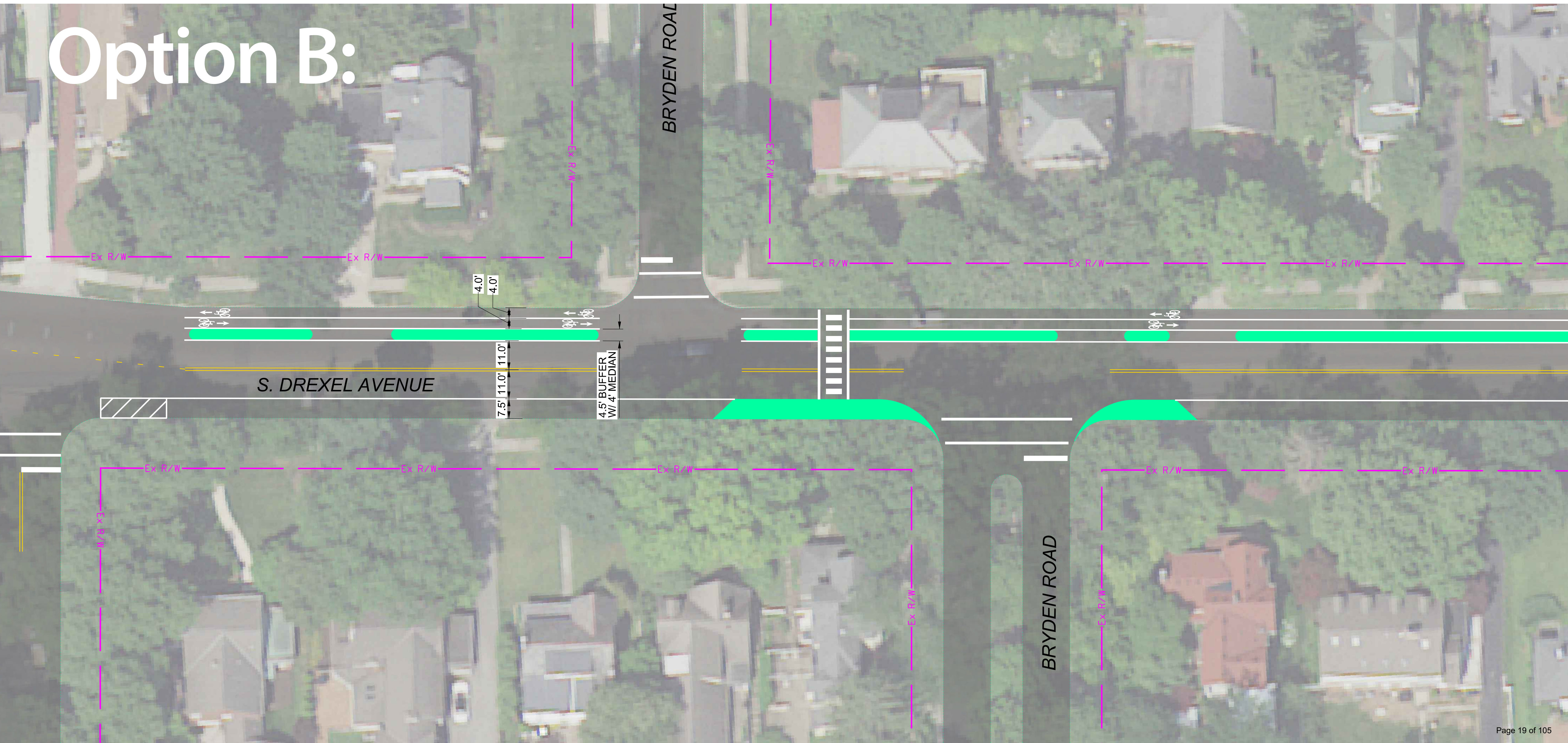
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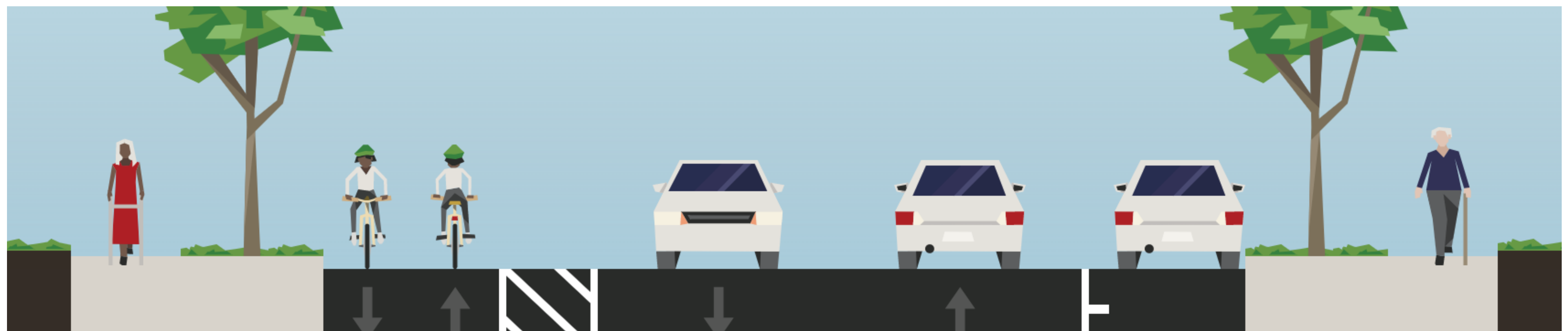
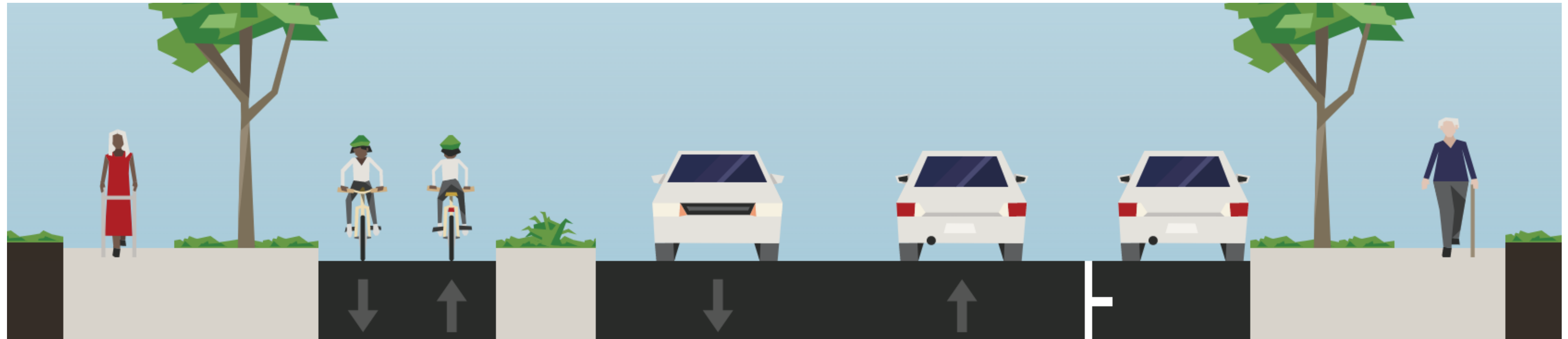
PRESENTATION OF PROJECT OPTIONS

Option B:



PRESENTATION OF PROJECT OPTIONS

Option B:



STAFF RECOMMENDATION

City Staff recommends Option A (two-sided bump-outs at intersections, medians in select areas) because it will achieve the objectives of reducing speed and providing for enhanced pedestrian safety, and will be most likely to result in an approved lower speed limit through ODOT.

STAFF RECOMMENDATION

Option B (bike lane option) is not recommended due to the following concerns:

- Difficulty with:
 - Access for trash pick up, recycling, yard waste, and compost
 - Leaf collection
 - Snow Removal from the bike lane, and additional work for residents to clear snow from bike lane to their driveway
 - Utilities maintenance access: tree, fire hydrant, water/sewer, natural gas
- Roof and sump pump drains onto the bike path
- Leaf spill-over into bike path during leaf season causing safety hazard
- Pedestrian safety crossing the bike path

STAFF RECOMMENDATION

If the City decides to install bike lanes on Drexel, staff recommends against any physical barriers for the following reasons:

- Trash and utilities access issues
- Drexel can only accommodate the narrowest bike lane sizes; physical barriers could lead to bike-on-bike accidents in a cycle track design
- Street cleaning would be important for cyclist safety, and equipment will be more effective without barriers
- Snow plowing would be greatly complicated and add additional burden to property owners if there were physical barriers

**PUBLIC COMMENT
&
COUNCIL DISCUSSION**

NEXT STEPS

- Final Option is selected
- Concept plan is created (1 - 3 months) and resident feedback period provided.
- Construction drawings are completed and project goes to bid
- Currently targeting a fall, 2022 or spring, 2023 project launch



Service Department Update

Service Director

Andy Bashore

February 8th, 2022

Street Department:

The crews are working on asphalt patches and pothole repairs. They have been working on snow and ice removal.

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. The crew is currently working on a leak detection program in the northwest section of the city.

Urban Forestry/Grounds Maintenance:

The tree crews are working on tree pruning throughout the city. 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-

The streets have been evaluated for the annual street project. The project is getting ready to go to bid, I should have the bids back in late February/early March.

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 next couple of weeks and the project will be put out to bid in early March.

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 went out in early January.

Service Dept. Highlights

- The Drexel Ave. sewer relining is underway and should be complete in late February.
- 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.
- Working with our traffic engineer on an enhanced safety plan for College Ave. crosswalks.
- Compiling feedback from the Drexel Ave. public workshop meeting.

Snow and Ice Removal-

The crews have been out seven times this winter season. The biggest storm so far was on February 3rd-5th. The crews worked 48hrs around the clock, the crews were divided into 12hr shifts. Every employee in the service department worked during this storm event.



Council Update – Interim Chief of Police

February 8, 2022

Comments from Administrative Sergeant Overly: BCPAAA will be donate to Choices of Domestic Violence in honor of Chief Larry Rinehart.

“Stop the Bleed” training will be presented at the police department to alumni members by OhioHealth Grant Hospital on Monday, February 28th.

We are in the process of planning summer community engagement events. Events will be submitted to the Parks & Rec department to be included in the summer brochure.

I spoke at the Chamber luncheon on Feb 1st. The topic was “Street Smarts”. Participants received a personal safety alarm.

Comments from Detective Sergeant Brickey: You may have seen national news stories about the increase in shoplifting and how aggressive the shoplifters have become. Instead of sneaking a couple items into their coats before making their hasty exit, they are taking armloads without trying to conceal their crimes. Bexley hasn’t been immune to this trend as we have seen a noticeable increase in the frequency and quantity of items taken. Recently, several people attempted to leave with grocery carts full of items. With the help of staff and the prompt response of officers, they were able to gather enough information so that detectives were able to identify and issue warrants for arrest. Through one of those arrests, we were able to gather information that was crucial for Columbus PD’s SWAT team in apprehending a suspect that was wanted for homicide. I tell you this story to let you know the hard work BPD officers do to keep this community safe. It may not always make the headlines, and you may get the impression that nothing ever happens in Bexley, but that is also the way we like it. Following up on the ‘lesser’ crimes leads to arrests for big crimes.

Statistics:

| Start Date | End Date | Number of Days | Calls for Service | Incident & Offense Reports | Arrest Reports | Crash Reports | Total Reports | Theft | Motor Vehicle Theft | Burglary/ B&E | Robbery |
|------------|----------|----------------|-------------------|----------------------------|----------------|---------------|---------------|-------|---------------------|---------------|---------|
| 1/1/2022 | 2/3/2022 | 34 | 1153 | 86 | 31 | 12 | 129 | 24 | 1 | 9 | 0 |
| 1/1/2021 | 2/3/2021 | 34 | 1091 | 105 | 38 | 19 | 162 | 20 | 1 | 7 | 3 |
| 2/4/2021 | 2/3/2022 | 365 | 12524 | 114 | 464 | 221 | 799 | 314 | 29 | 72 | 9 |
| 2/5/2020 | 2/3/2021 | 365 | 11354 | 1,020 | 360 | 187 | 1,567 | 304 | 22 | 87 | 11 |

Recreation Board Meeting:

- The Recreation Board met on Wed. Feb. 2nd.
- The board was updated on the following:
 - Current plans for the David H. Madison Community Pool this summer.
 - Senior Center
 - Jeffrey Mansion Project
 - Cooling Tower Replacement Project
- The next board meeting is scheduled for Wed., Mar. 2nd at 5:30p at City Hall

Community Ice Rink:

- In the first 9 days of operation, we have held 44 one hour time slots and had 1,299 registered skaters.
- We will continue to operate the ice rink based on weather and ice conditions and hopefully get a few more days in before the end of winter.
- Big thank you to all of the staff that have worked so hard to set up and manage the ice rink.



Senior Center Ribbon Cutting – Sunday, February 13th:

- We are very excited to be officially opening the Senior Center at 420 N. Cassady with a ribbon cutting ceremony on Sun., Feb. 13th at 4pm.
- Following the ribbon cutting we will invite those in attendance to take a tour of the new space.
- Senior Center members will be invited to stay for a Superbowl watch party where they can cheer on the Bengals.
- Once again, big thank you to the Bexley Community Foundation and the CIC for their support of this amazing addition to our community.



Jeffrey Woods Festival:

- The Jeffrey Woods Festival is set to take place on Saturday, March 5th from 8a-2p at Jeffrey Park by the pool parking lot.
- People are welcome to visit anytime throughout the event to learn about the maple syrup production process. We will also have a few crafts and demonstrations going on throughout the day.





February 8, 2022 **MAYOR'S UPDATE**

Coming up in Bexley:

| | |
|---------------------------------------|---------------------------------------------------------------------|
| February 9, 5:30 pm: | Bexley Chamber of Commerce |
| February 9, 6:00 pm: | Board of Education - inaugural meeting at City Hall! |
| February 10, 6:00 pm: | Architectural Review Board |
| February 11, 10:00 am-4:00 pm: | American Red Cross Blood Drive at Bexley Public Library |
| February 11, 12:00 pm-5:00 pm: | City Hall Closed - Staff Retreat |
| February 14, 4:00 pm: | Ribbon Cutting at 420 N. Cassady |
| February 14, 5:30 pm: | Historical Society |
| February 15, 4:00 pm: | Citizen Review Board |
| February 15, 6:00 pm: | Environmental and Sustainability Action Committee |
| February 16, 4:00 pm: | Tree and Public Garden Commission |
| February 17, 6:00 pm: | Community Forum on Police Chief Search (Tentative Date/Time) |
| February 22, 6:00 pm: | City Council Meeting |
| February 23, 12:00 pm: | Community Forum on Police Chief Search (Tentative Date/Time) |

Some of What I've Been Up To:

- Weekly departmental meetings
- Routine staff and cabinet touch-base meetings
- Meetings with residents interested in open commission positions
- Attended Year of the Parks meeting and continued work on this initiative
- Meeting with Solar United Network
- Historical Preservation meeting
- Proclamation Presentation at Bickford for Julia Barnes
- Youth Interaction Policy Meetings and work
- OPWC work and meeting
- Rescheduled staff retreat for City Hall
- Work with CIC on development and retreat planning
- Meeting with Senator Craig
- Extensive work on resident email and phone responses on South Drexel Traffic Concepts
- Work on preparation for Drexel City Council discussion
- Post-Drexel meeting with bike group
- Presented proclamation at St. Charles for Catholic Schools week
- Commonwealth Pond meeting
- Livingston Avenue Meeting and feedback review
- Meetings and calls with Gayle Saunders and Robert Burg regarding Police Chief search
- Work and edits on Community and Department surveys for Police Chief search
- Initial planning for Chief search community forums
- Extensive work, research, meetings, and emails relating to search for replacement Chief
- Interview with EW Scripps journalism student
- Maple Syrup Festival planning meeting
- CIC Meeting
- Naming Rights meeting
- MORPC SAC New Member Orientation
- Meetings with potential developers
- Oversee messaging and staff support during winter storm emergency

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



Chief of Police Search Update

As mentioned in my last update, the community engagement process is our primary focus in February. Our search-related work for the last two weeks included the finalization of two surveys, one to be distributed to the police department and one that will be distributed to Bexley residents.

The Saunders PR Group will manage distribution, collection, and organization of survey responses for community members. This survey has been finalized and will be mailed to a sampling of Bexley addresses. In addition to the mailed survey, Gayle will be facilitating two separate community forums to gather feedback. These forums will be held at different times to accommodate varying schedules, and will be publicized through the Blast and our social media channels.

Ralph Andersen and Associates will work on an internal survey in the PD as part of their work as search consultant.

While we will support communication and promotion efforts surrounding these surveys, they will be exclusively handled by the aforementioned firms to ensure the highest possible level of confidentiality for respondents. While these surveys are being distributed and collected, I'll be meeting with every police officer to give all officers an opportunity to ask questions and to ensure any current department needs are being met in a timely manner. I hope to have all officer meetings completed by the last week of February.

As per my commitment, another email update will provide detail on the upcoming community engagement process, including the dates and times for community forums, and information on timeline updates so the community is well apprised of next steps.

IMPORTANT DATES:

- Community survey mailing date
- February 17, 2022 - 6:00 pm: Community Forum
- February 23, 2022 - 12:00 pm: Community Forum

COVID-19 and Emergency Orders Update

Senior Center Ribbon Cutting





City Council Meeting Minutes

Tuesday, January 25, 2022

6:00 PM

1) Call to Order

President Markham called the meeting to order at 6:01pm.

2) Roll Call of Members

Council Members Present: Sam Marcellino, Jennifer Robinson, Lori Ann Feibel, Troy Markham, Monique Lampke, Matt Klingler, Jessica Saad

Council Members Absent: None.

3) Pledge of Allegiance

4) Presentations/Special Guests

A) ESAC / Board of Health Mosquito Pilot Group Program Presentation

Rebecca Ness, of the Bexley Mosquito Task Force, along with Dr. Megan Meuti and Dr. Mary Gardiner with the Entomology Department of OSU presented the attached PDF regarding the Mosquito Task Force.

Mr. Marcellino asked about the outcome and findings of similar studies and programs and what the results were on these, which Dr. Gardiner answered. Mr. Marcellino then asked a follow up question about the traps. Mr. Klingler asked about the location of the traps, which Dr. Meuti answered. Mr. Klingler then asked a follow up question about the number of tests. Ms. Feibel asked if the presence of traps would attract mosquitoes, and also asked about whether other communities have prohibited commercial spraying on private properties. Dr. Meuti answered the first question, and Dr. Gardiner responded to the second. Mr. Kessler added some information regarding households in Bexley that are currently opting out of mosquito treatment. Ms. Saad asked a follow-up question and Sarah with Franklin County Public Health will provide some additional information. Ms. Robinson and Mr. Markham offered some concluding thoughts and thanks.

5) Public Comments (Speaker Slip Required)

No comments at this time.

6) President's Report

Mr. Markham mentioned a certified letter received from Community Builders informing the City of interest in a development. Mr. Kessler expressed his thanks to snow plow crews.

7) City Attorney Report

Mr. Fishel reported recent legislative changes that may impact budgeting for police pension funds in the future.

8) Auditor's Update

Mr. McPeck had no specific report but did add his thanks to several individuals for their assistance and time in meetings.

9) Administrative Update:

A) Service Department Update - Andy Bashore

Mr. Bashore had no additions to his report. Mr. Kessler expressed his thanks for the work of the snow plow crews.

B) Police Department Update - Interim Chief Gough

Captain Gough had no additions to his report. Ms. Saad asked the captain to pass along her thanks.

C) Recreation and Parks Update - Mike Price

Mr. Price had nothing to add to his written report. Mr. Kessler complimented Mr. Price on the ice rink. Ms. Lampke thanked Mr. Price for offering a tour of the facility on 420 North Cassady. Ms. Saad also acknowledged an upcoming volunteer award and asked Mr. Price for a bit more information, which he offered.

D) Finance Department Update - Beecher Hale

Mr. Hale covered the highlights of the year end report and some of the items which differed from the City budget, providing some additional detail on these items.

i) Motion to approve invoices received in early January before POs were opened up for the year:

- 1) Beems (Invoice 0153725-IN) \$5021.48
- 2) Rumpke (Invoice 1572678) \$79,595.01
- 3) OHM (Invoice 46769) \$3,570.00
- 4) Karen Bokor \$4,560.00

Mr. Hale and Mr. Kessler provided some detail on the information on the invoices that require a motion for approval. Ms. Robinson asked about potential shortages at the end of the year resulting from these approvals, which Mr. Kessler answered.

Ms. Lampke moved to approve the four listed invoices for 2021 services.

Mr. Klingler seconded.

All in Favor: Sam Marcellino, Jennifer Robinson, Lori Ann Feibel, Troy Markham, Monique Lampke, Matt Klingler, Jessica Saad

Opposed: None

Motion passed 7-0

E) Mayor's Update

Mr. Kessler highlighted the items on his monthly report, including an update on the police search process and specified that he is leaning toward more robust community engagement accessible to all interested community members. Ms. Saad asked a clarifying question and asked if updates could also be included on the Blast, which Mr. Kessler answered.

Mr. Kessler then provided an update on the Drexel traffic plan, which will be discussed more in depth at the next Council meeting. Mr. Kessler clarified that he'd like to get clear and honest feedback from Council on this plan. There will be another public workshop on February 8, and Ms. Saad asked for clarification that a meeting notice would go out about this to adjacent residents, which Mr. Kessler confirmed. A brief conversation followed with Mr. Klingler, Ms. Saad, Mr. Kessler, and Mr. Marcellino all adding comment or questions.

Mr. Kessler also provided a Livingston Avenue update and reminded residents that the posters for this workshop are still available in the lobby for resident feedback. Ms. Robinson asked how long those will be open and Mr. Kessler confirmed the posters will be up through next week at least.

10) Consent Agenda: (No Speaker Slip Required)

A) Minutes from January 11, 2022 City Council Meeting

Mr. Fishel read the item on the consent agenda. Hearing no questions, Mr. Markham asked for action.

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

Ms. Robinson seconded.

All in Favor: Sam Marcellino, Jennifer Robinson, Lori Ann Feibel, Troy Markham, Monique Lampke, Matt Klingler, Jessica Saad

Opposed: None

Motion passed 7-0.

11) Ordinances/Resolutions with visiting presenters

None.

12) Third Readings: (No Speaker Slip Required)

None.

13) Second Readings: (Speaker Slip Required)

A) Ordinance 1-22 to amend Chapter 220.01, Rule 8 of the Codified Ordinances of the City of Bexley introduced by Troy Markham on January 11, 2022.

Mr. Fishel read the ordinance and Mr. Markham discussed some additional information on the proposed amendments as highlighted in the attachments.

Mr. Markham moved to amend Ordinance 1-22.

Ms. Feibel seconded.

All in Favor: Sam Marcellino, Jennifer Robinson, Lori Ann Feibel, Troy Markham, Monique Lampke, Matt Klingler, Jessica Saad

Opposed: None

Motion passed 7-0

This ordinance will be moved to the Consent Agenda in the next meeting.

B) Ordinance 2-22 to authorize \$15,000 in supplemental appropriations for calendar year 2022 for paying expenses associated with the Chief of Police search process (introduced by Monique Lampke on January 11, 2022)

Mr. Fishel read this ordinance and Ms. Lampke asked if there were any updates or clarification needed, which Mr. Kessler answered.

14) First Readings: (Speaker Slip Required)

15) 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).

No action on tabled ordinances at this time.

16) Finance Committee - Monique Lampke, Chair

Ms. Lampke had no report.

17) Service and Environmental Committee - Lori Ann Feibel, Chair

Ms. Feibel discussed her first meetings with the Environmental Sustainability Advisory Committee and the Tree and Garden Commission, providing her compliments to the residents serving in these capacities.

18) Safety and Health Committee - Sam Marcellino, Chair

Mr. Marcellino reminded residents that free COVID tests are available on www.covidtest.gov to be delivered through US Mail.

19) Zoning and Development Committee - Matt Klingler, Chair

Mr. Klingler had no report.

20) Recreation and Parks Committee - Jessica Saad, Chair

Ms. Saad reported that the ice rink is open and also discussed how great the tour of the senior center tour at 420 North Cassady. She also mentioned the opening on the Rec Board.

21) Strategic Committee - Jennifer Robinson, Chair

Ms. Robinson reminded everyone of Friday's CIC retreat at 420 North Cassady this Friday afternoon. Ms. Robinson also reminded everyone about the next CIC meeting and provided some update on the initial plans for the upcoming City Council retreat. Mr. Markham also urged Council members to add any comments.

22) Public Comments (No Speaker Slip Required)

None.

23) Adjourn

Ms. Saad moved to adjourn.

Ms. Lampke seconded.

All in Favor: Jennifer Robinson, Monique Lampke, Sam Marcellino, Troy Markham, Matt Klingler, Jessica Saad, Lori Ann Feibel

Opposed: None

Mr. Markham adjourned the meeting at 7:32 pm.

ORDINANCE NO. 01-22

By: Troy D. Markham

**AN ORDINANCE TO AMEND CHAPTER 220.01, RULE 8
OF THE CODIFIED ORDINANCES OF THE CITY OF BEXLEY**

WHEREAS, pursuant to Chapter 220.01, Rule 8 of the Codified Ordinances of the City of Bexley, the President of Bexley City Council shall appoint the Standing Committees, Chair, and members at the first regular meeting in January; and

WHEREAS, Bexley City Council desires to modify Chapter 220.01, Rule 8 of the Codified Ordinances of the City of Bexley to provide for a more balanced division of responsibilities among the various committees, and to provide a description of the roles and responsibilities of the committees;

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

Section 1.

Chapter 220.01, Rule 8 of the Codified Ordinances of the City of Bexley is hereby amended as follows:

Rule 8. Standing Committees.

Standing committees shall be appointed by the President at the first regular meeting in January in each year, and the first named member of any committee shall be the Chairperson. Membership of standing committees shall be “committee of the whole”, unless the majority of Council agrees to change the size of a committee. Committee members shall serve for the period of at least one (1) year or until their successors are appointed. Standing committees shall be as follows:

1. **Strategic Committee**
The role of the Strategic committee shall include, but not be limited to: **planning council retreats and strategy sessions; coordinating and curating the strategic vision of city council;** overseeing ordinances and resolutions pertaining to the creation, redaction, or amendment of laws and rules not otherwise covered by other committees; formally incorporating updates to the codified ordinances; reviewing and approving the Mayor’s Strategic Plan upon submittal to Council and any subsequent amendments thereof (ref. Charter, Section 3); confirming the appointment of members of the Records Commission; confirming appointments to the civil service commission; confirming the appointment of the City Attorney; confirming members of boards and commissions not otherwise covered by other committees.
2. **Zoning and Development Committee**
The role of the Zoning and Development committee shall include, but not be

limited to: overseeing quasi-judicial functions such as zoning appeal hearings, councilmatic variance hearings, and the like; overseeing ordinances and resolutions pertaining to changes to the zoning code and the building and housing code; and overseeing ordinances and resolutions pertaining to development incentives and programs; confirming the appointment of members of the Board of Zoning and Planning, the Architectural Review Board, the Bexley Community Improvement Corporation, the Tax Incentive Review Council, the Tree Commission and the Community Reinvestment Area Council; confirming the appointment of the Building and Zoning Director.

3. Finance Committee

The role of the Finance committee shall include, but not be limited to: overseeing the annual budget and payroll ordinance review and approval process; overseeing ordinances pertaining to mid-year appropriations not otherwise specifically covered by other committees; overseeing ordinances involving bond financing; confirming appointments to the Board of Tax Review; confirming the appointment of the Finance Director.

4. Recreation and Parks Committee

The role of the Recreation and Parks committee shall include, but not be limited to: overseeing ordinances and resolutions pertaining to Recreation and Parks programming and mid-year appropriations; confirming appointments to the Recreation and Parks Board; confirming the appointment of the Recreation and Parks Director.

5. Safety and Health Committee

The role of the Safety and Health committee shall include, but not be limited to: overseeing ordinances and resolutions pertaining to Police, Fire, and Public Health Services, and related mid-year appropriations; confirming appointments to the Bexley Board of Health; overseeing ordinances and resolutions pertaining to Mayor's Court; confirming the appointment of the Chief of Police.

6. Service and Environment Committee

The role of the Service and Environment committee shall include, but not be limited to: overseeing ordinances and resolutions pertaining to Service Department functions and related mid-year appropriations; overseeing ordinances and resolutions related to OPWC grant funding and related infrastructure funding; and authorizing rates for water, sewer, and refuse services; confirming appointments to the Tree and Public Gardens Commission; confirming the appointment of the Service Director.

The Chairperson of each standing committee, in consultation with the President of Council, shall have the right to create subcommittees and/or specific areas of responsibility for the committee members relating to the nature and purpose of the committee.

Section 2.

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

Passed: _____, 2022

Attest: _____
Clerk of Council

Troy D. Markham, President of Council

Approved: _____, 2022

Benjamin Kessler, Mayor

Ordinance Timeline:

First Reading: January 11, 2022

Second Reading: January 25, 2022

Third Reading:

ORDINANCE NO. 02 - 22

By: Monique Lampke

An ordinance to authorize \$15,000 in supplemental appropriations for calendar year 2022 for paying expenses associated with the Chief of Police search process.

Whereas, additional funds are necessary in the 2022 budget in order to provide funding for a professional community engagement and executive search process for the position of Chief of Police;

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

Section 1.

That \$15,000 is hereby appropriated from the General Fund for the purpose of providing additional funds for the Chief of Police search process.

01-130-51191 Human Resource Contract \$15,000

Section 2.

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

Passed: _____, 2022

Troy Markham, President of Council

Attest: _____
Matt McPeek, Clerk of Council

Approved: _____, 2022

Mayor Ben Kessler

ORDINANCE NO. 03-22

By: Monique Lampke:

AN ORDINANCE TO APPROPRIATE \$2,700 FROM THE FRIENDS OF JEFFREY PRESCHOOL FUND TO PAY PRESCHOOL RELATED EXPENSES IN 2022.

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

Whereas, the Jeffrey Mansion Preschool received a check for \$6,900 from the Ohio Department of Job and Family Services (ODJFS) to assist the program for having stayed open during the pandemic in 2021; and

Whereas, The Recreation Department intends to use \$2,700 of that payment in 2022.

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

Section 1. That \$2,700 is hereby appropriated from the Friends of Jeffrey Preschool Fund to pay preschool related expenses in 2022.

Section 2. That this ordinance shall go into effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2022

Troy Markham, President of Council

Attest: _____
Matthew McPeck, Clerk of Council

Approved: _____, 2022

Ben Kessler, Mayor

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

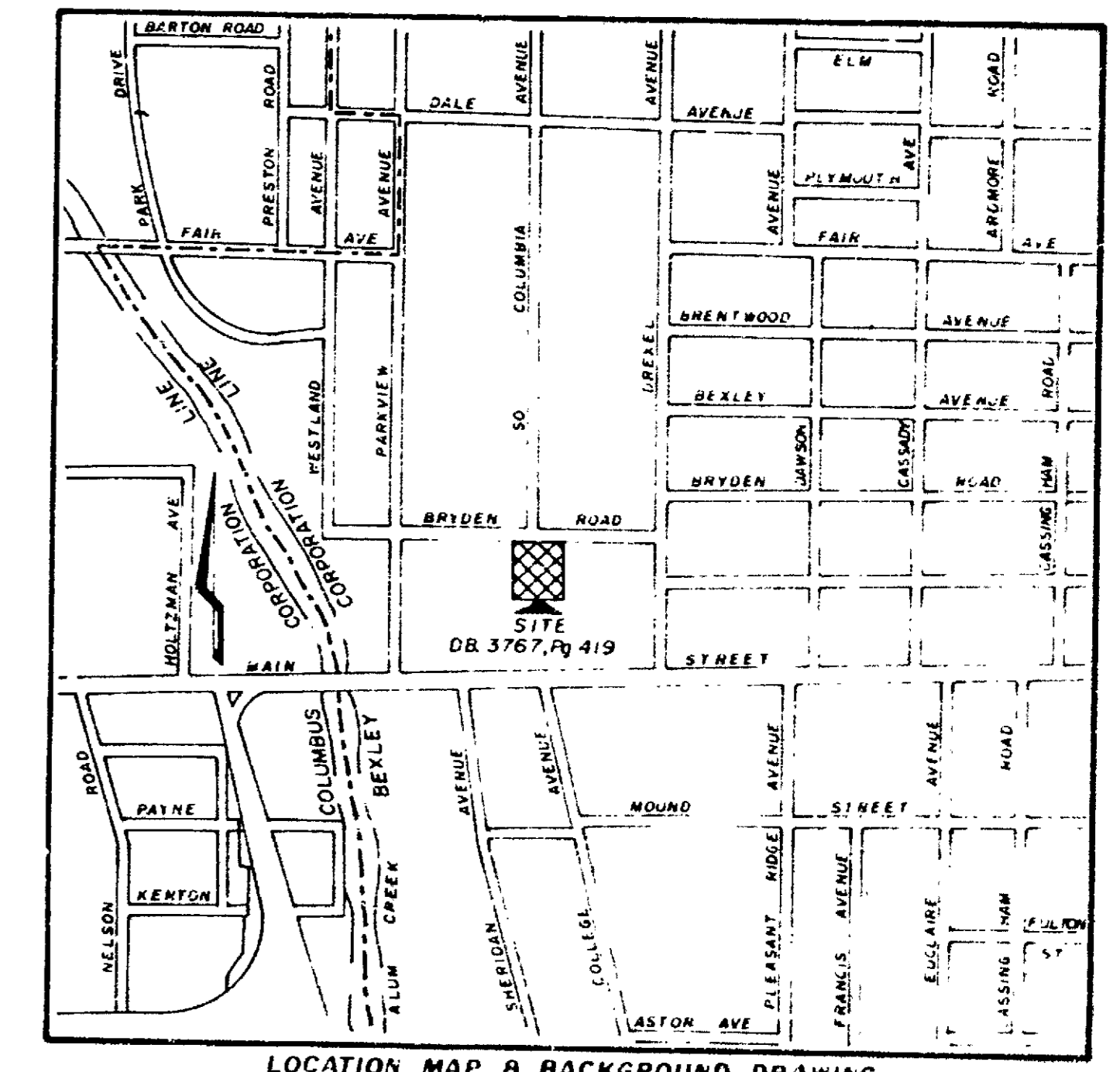
COUNTY OF FRANKLIN SS:

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: Claude White
City Engineer, Bexley, Ohio

Judith Y. Brackman
Chairman, Planning Commission, Bexley, Ohio

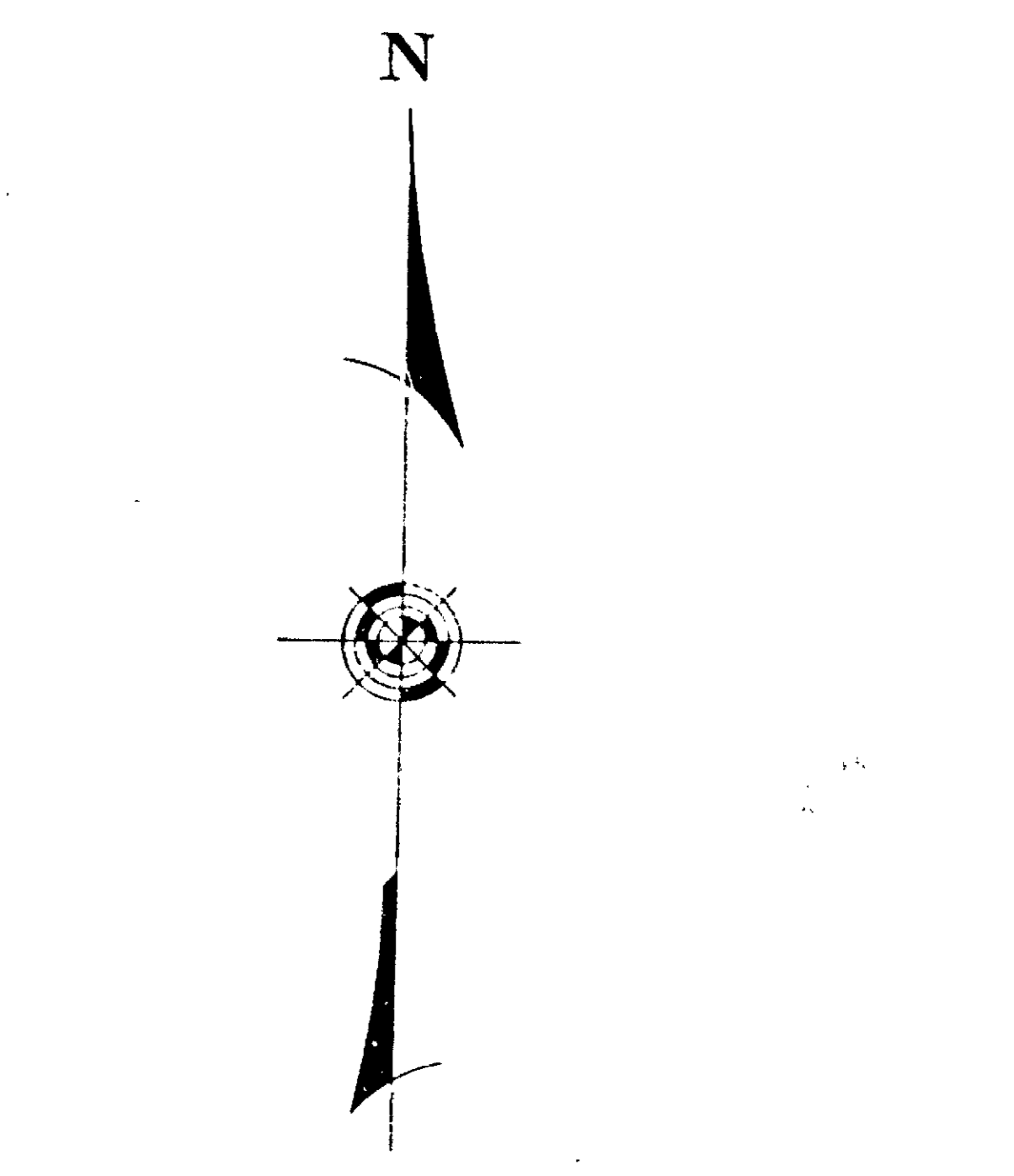
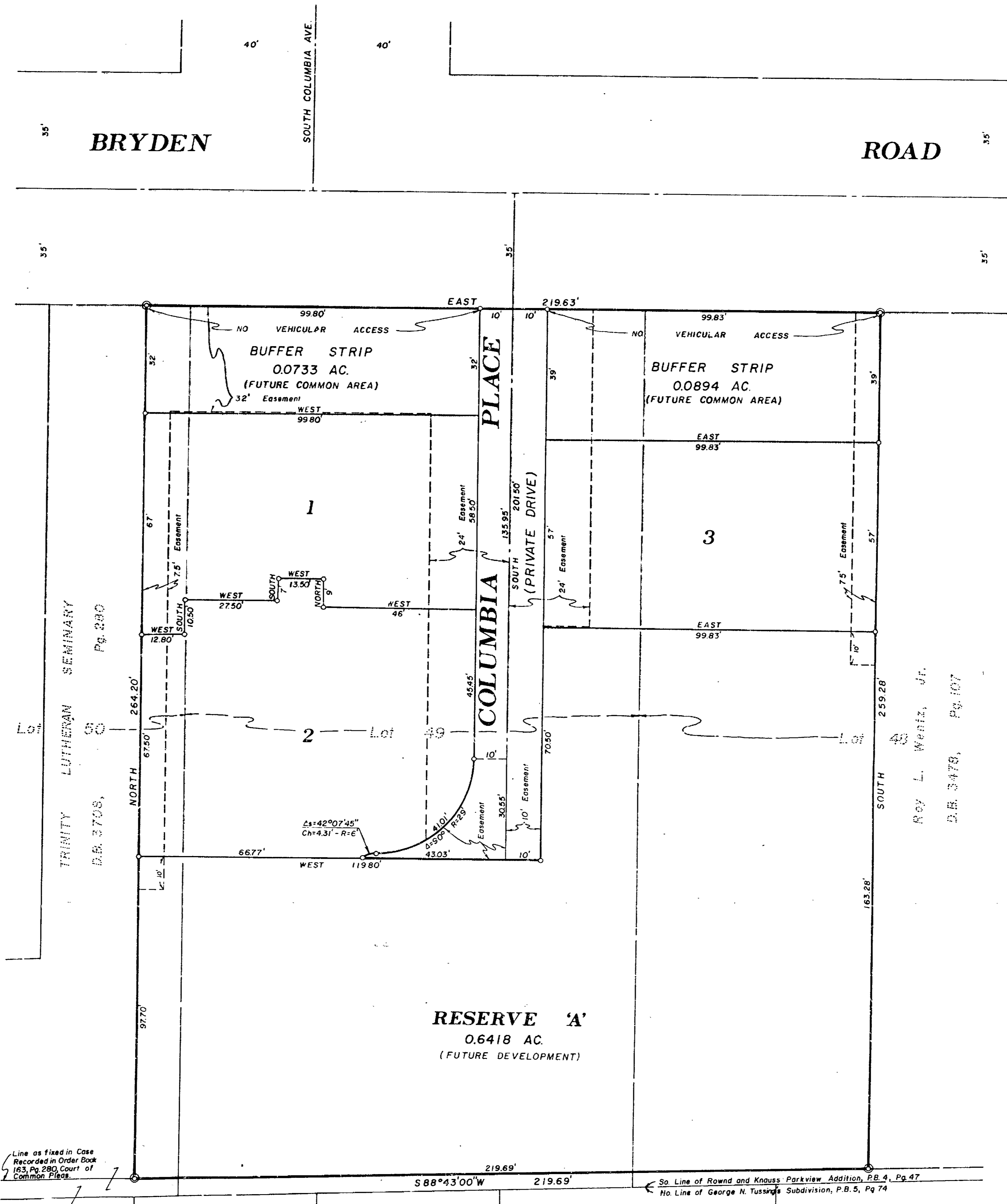
John W. Harky
Clerk, Bexley, Ohio

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 (13) 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 I.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
CAHANNA, 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.

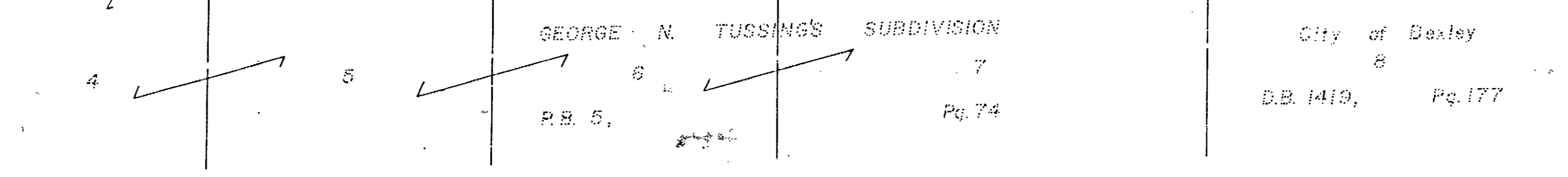
By E.E. Maddy
E.E. MADDY, Registered Surveyor No. 4965



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

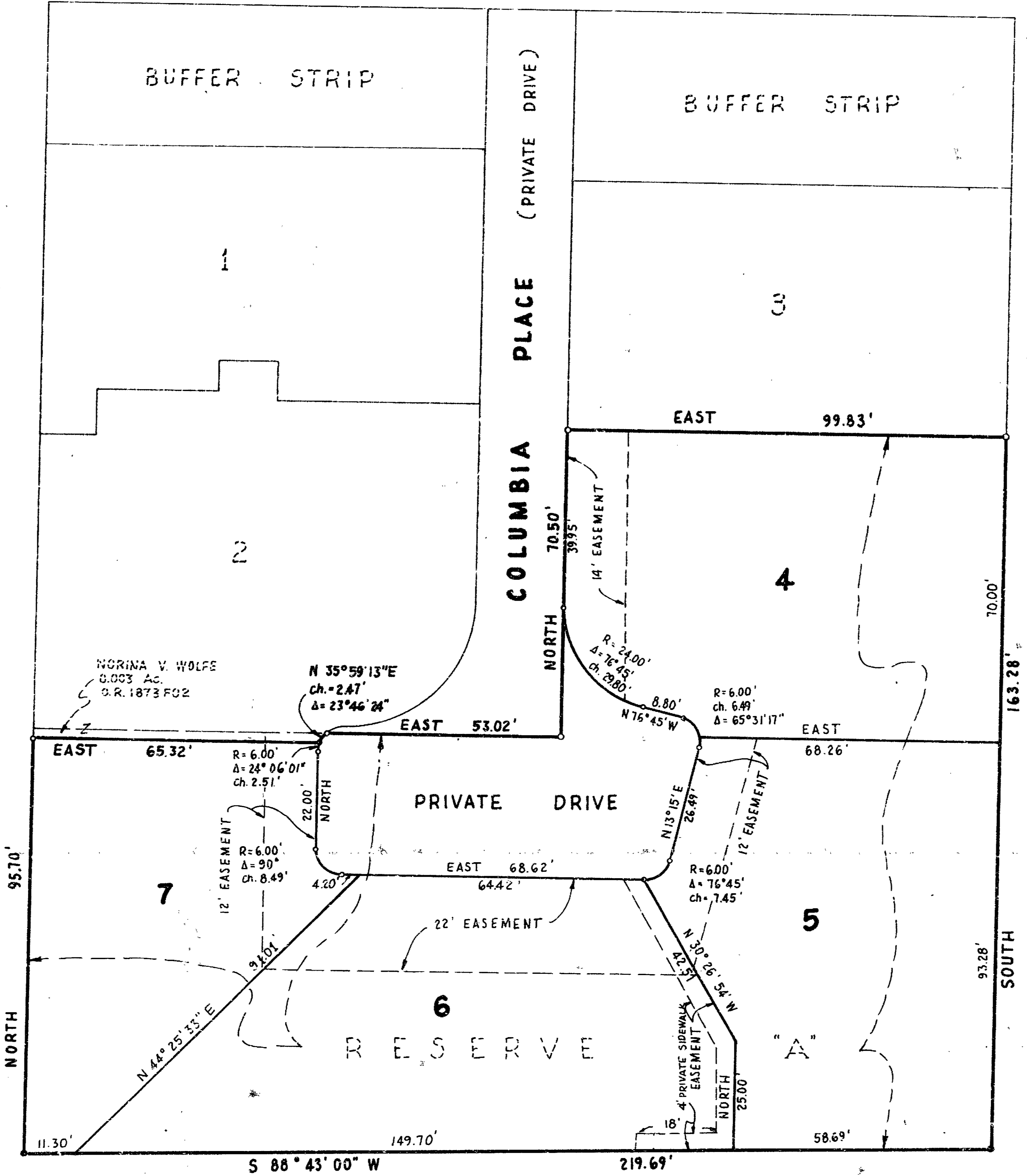
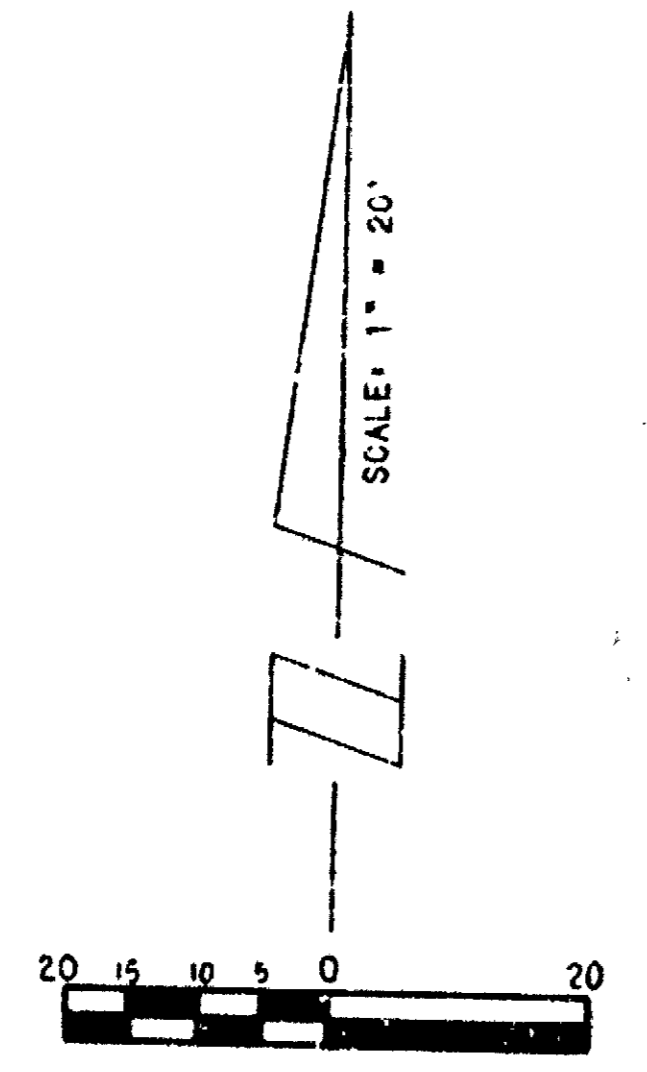
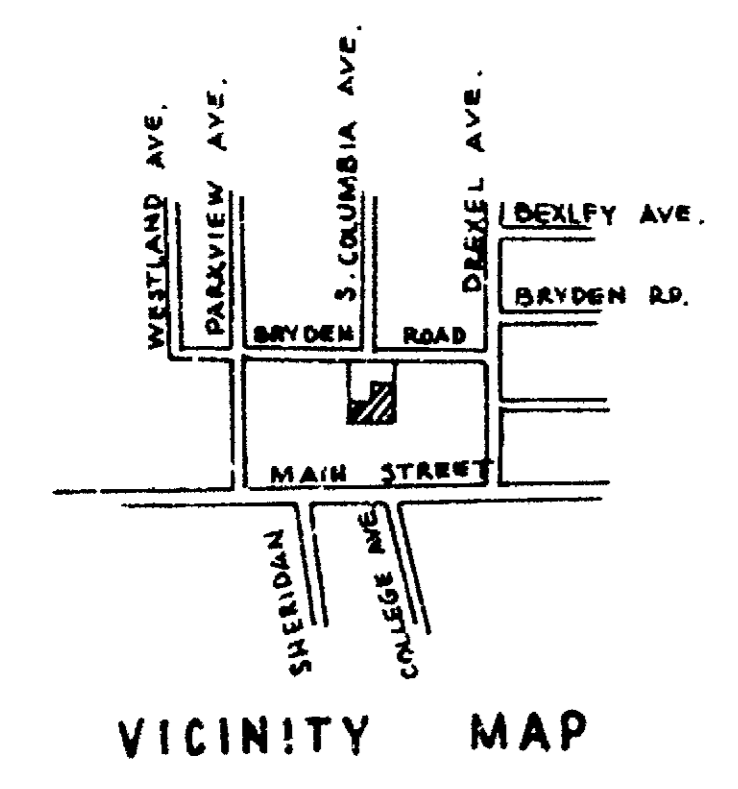
So Line of Rownd and Knauss' Parkview Addition, P.B. 4, Pg. 47

No. Line of George N. Tussing's Subdivision, P.B. 5, Pg. 74



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: *[Signatures]* 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. _____ 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 _____ M.

FEE \$____ FILE NO. _____
 RECORDER, FRANKLIN COUNTY, OHIO

RECORDED THIS _____ DAY OF _____, 1984, PLAT BOOK _____ PAGE _____

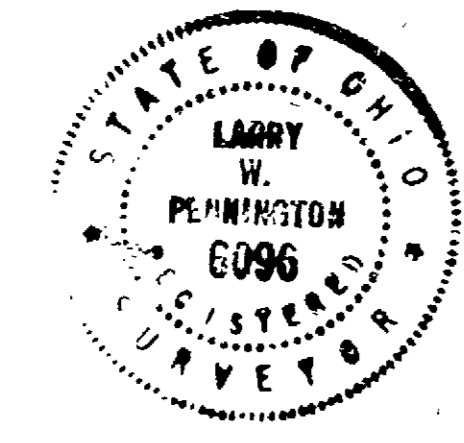
DEPUTY RECORDER, FRANKLIN COUNTY, OHIO

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:

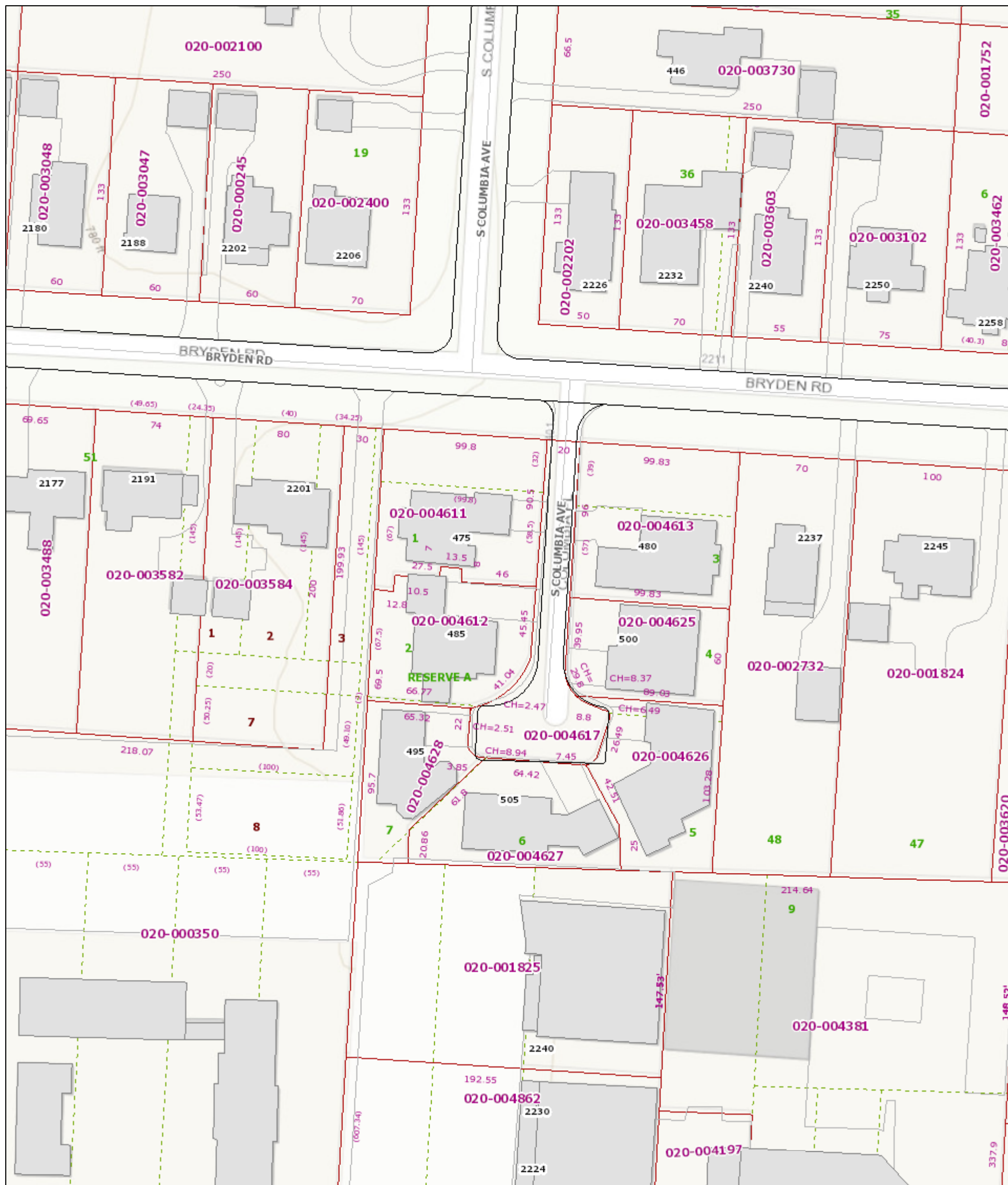
PREPARED BY: R. D. ZANDE & ASSOCIATES, LTD.
 1237 DUBLIN ROAD
 COLUMBUS, OHIO 43215

[Signature]
 REGISTERED SURVEYOR NO. 6096



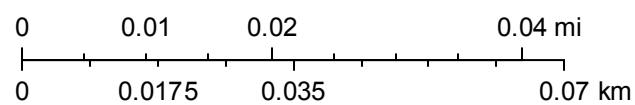
NOTE: THE BEARINGS SHOWN ON THE ATTACHED PLAT ARE BASED ON THE BEARINGS AS SHOWN ON COLUMBIA PLACE RECORD PLAT OF RECORD IN PLAT BOOK 58 PAGE 10

Columbia Place



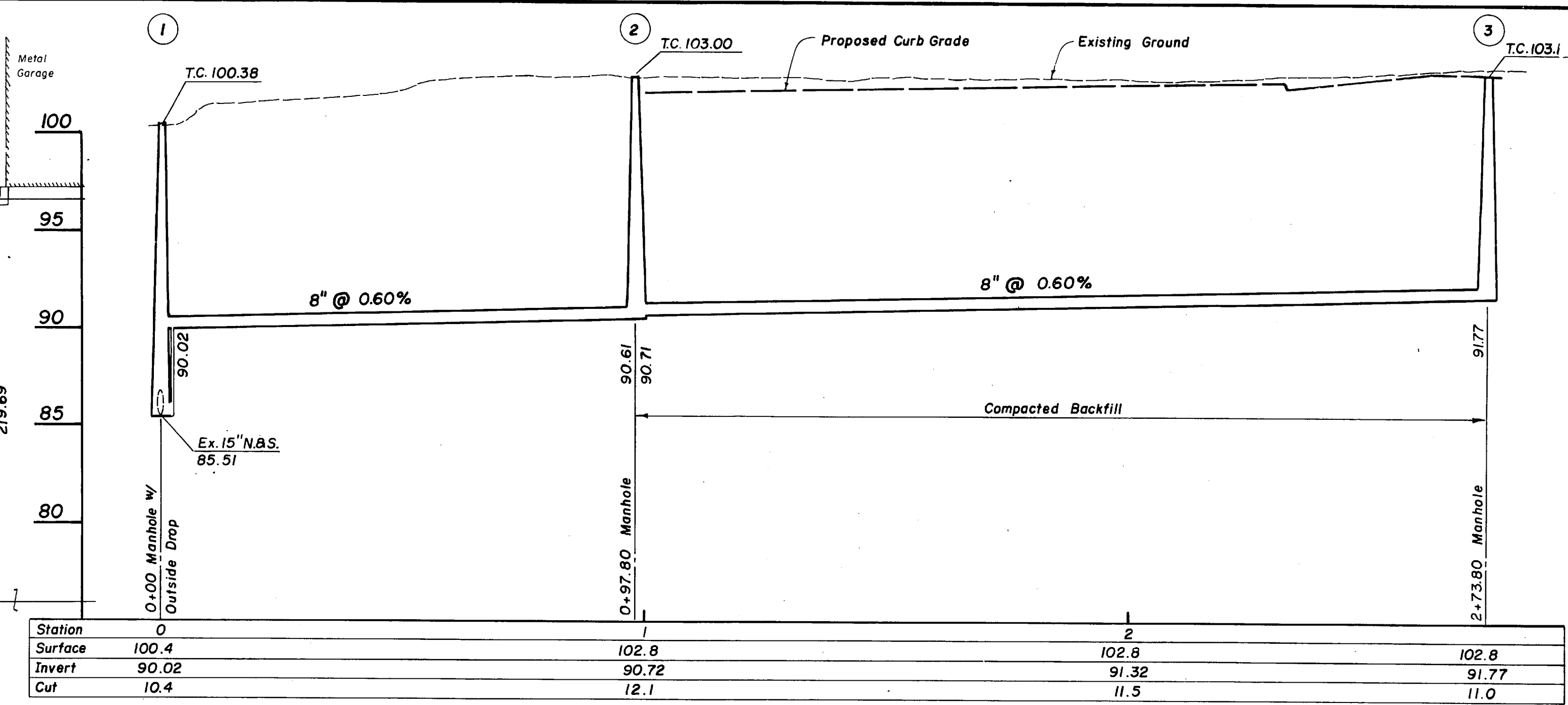
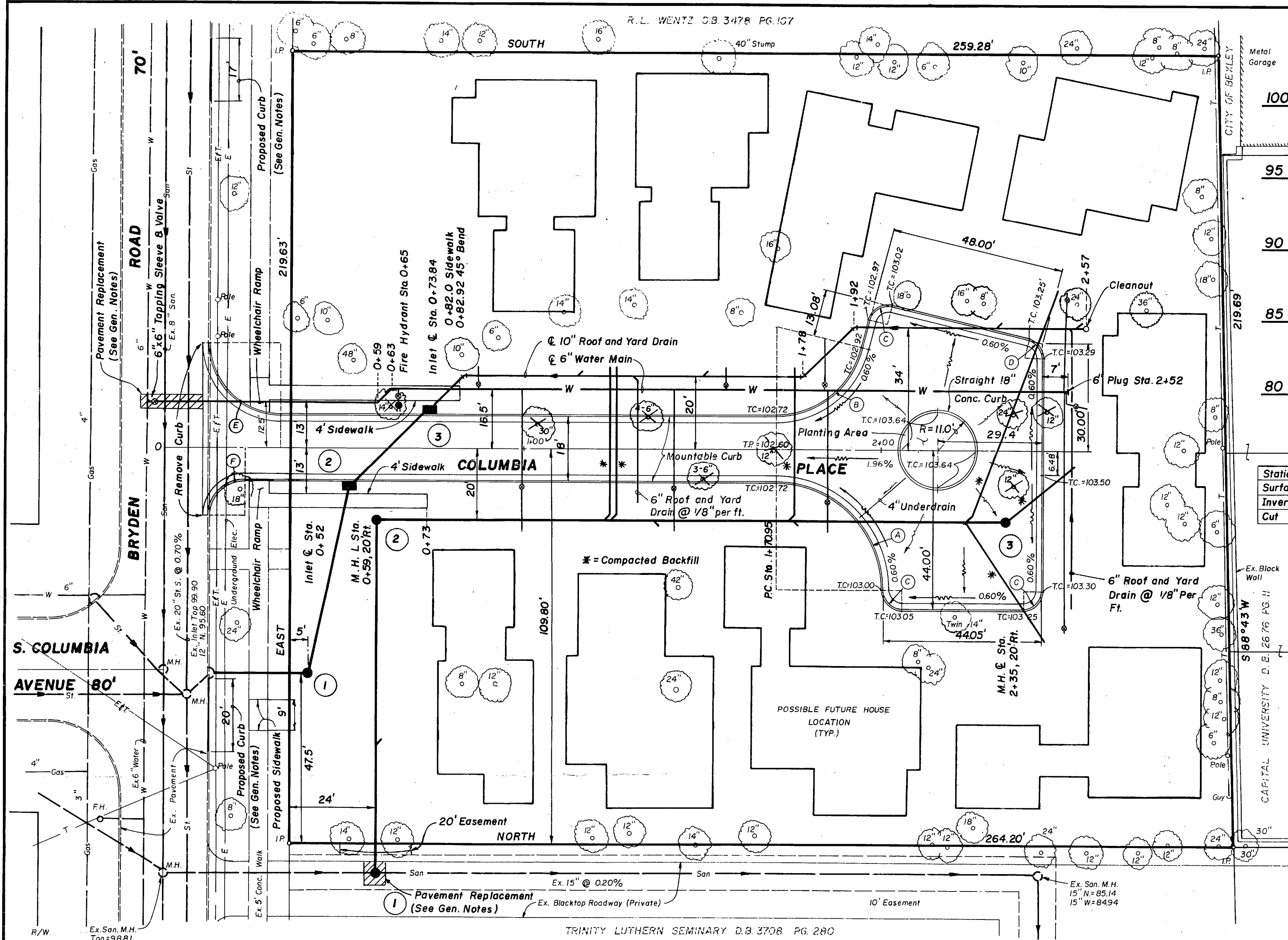
October 13, 2020

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)
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 $T = 30.00'$
 $L = 47.12'$

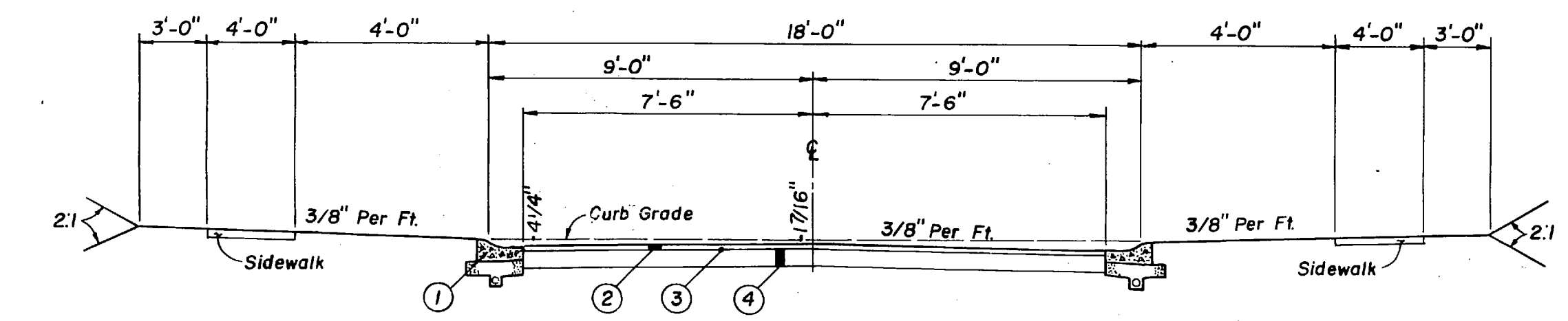
(B)
 $\Delta = 76^{\circ}45'00''$
 $R = 25.00'$
 $T = 19.80'$
 $L = 33.49'$

(C)
 $\Delta = 90^{\circ}00'00''$
 $R = 5.00'$
 $T = 5.00'$
 $L = 7.65'$

(D)
 $\Delta = 76^{\circ}45'00''$
 $R = 50.00'$
 $T = 33.96'$
 $L = 67.70'$

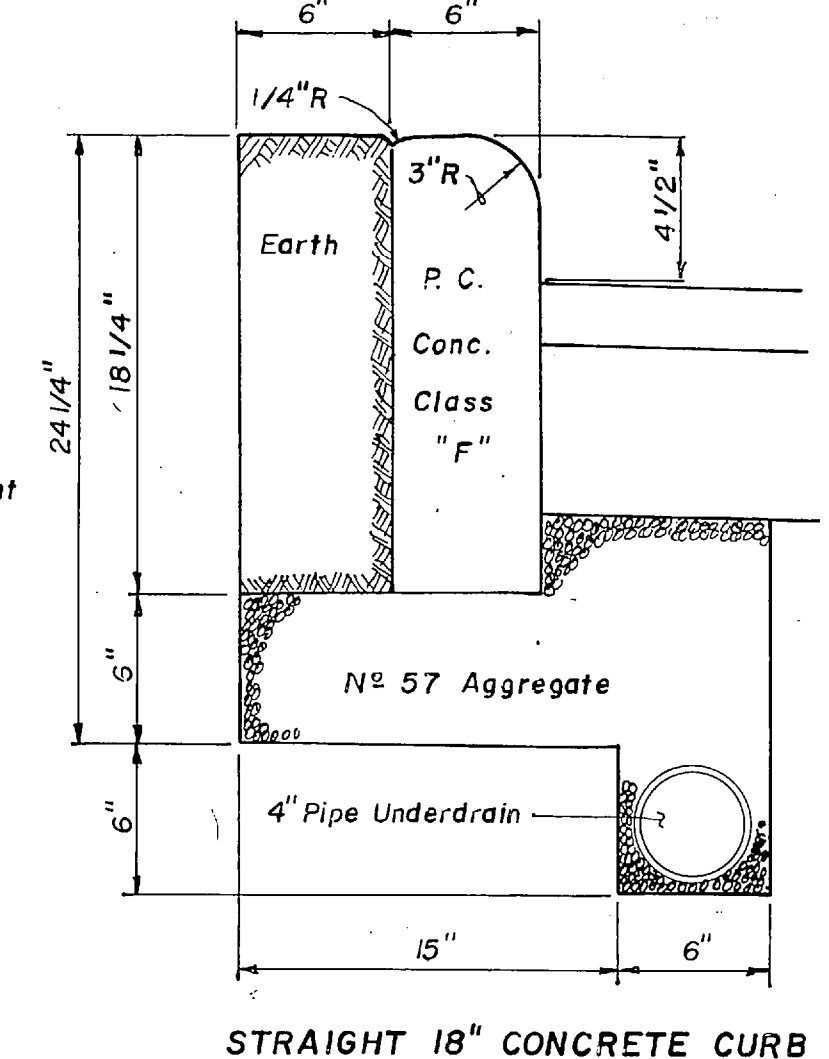
(E)
 $\Delta = 90^{\circ}00'00''$
 $R = 20.00'$
 $T = 20.00'$
 $L = 31.42'$

(F)
 $\Delta = 90^{\circ}00'00''$
 $R = 10.00'$
 $T = 10.00'$
 $L = 15.71'$

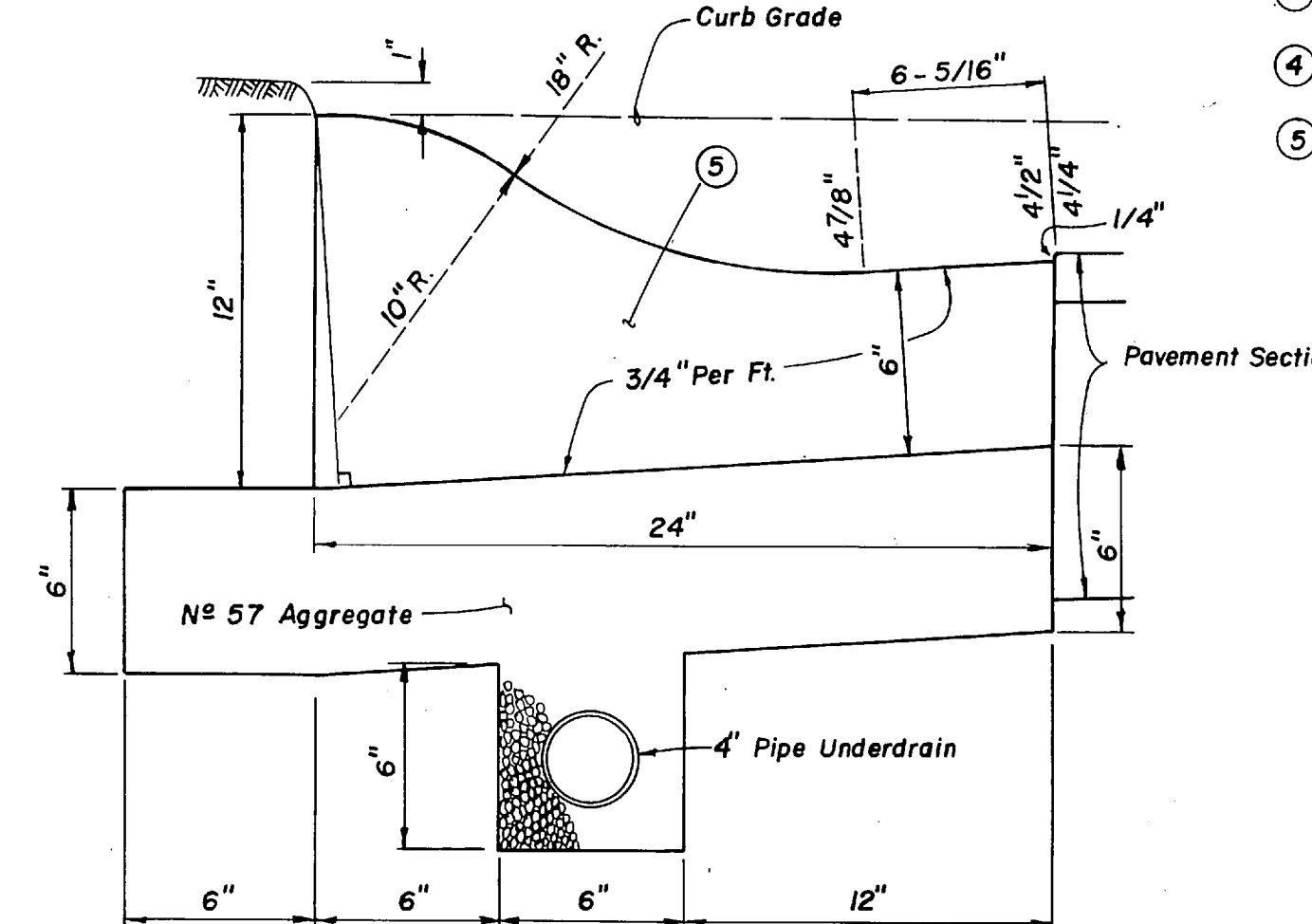


TYPICAL 18' SECTION

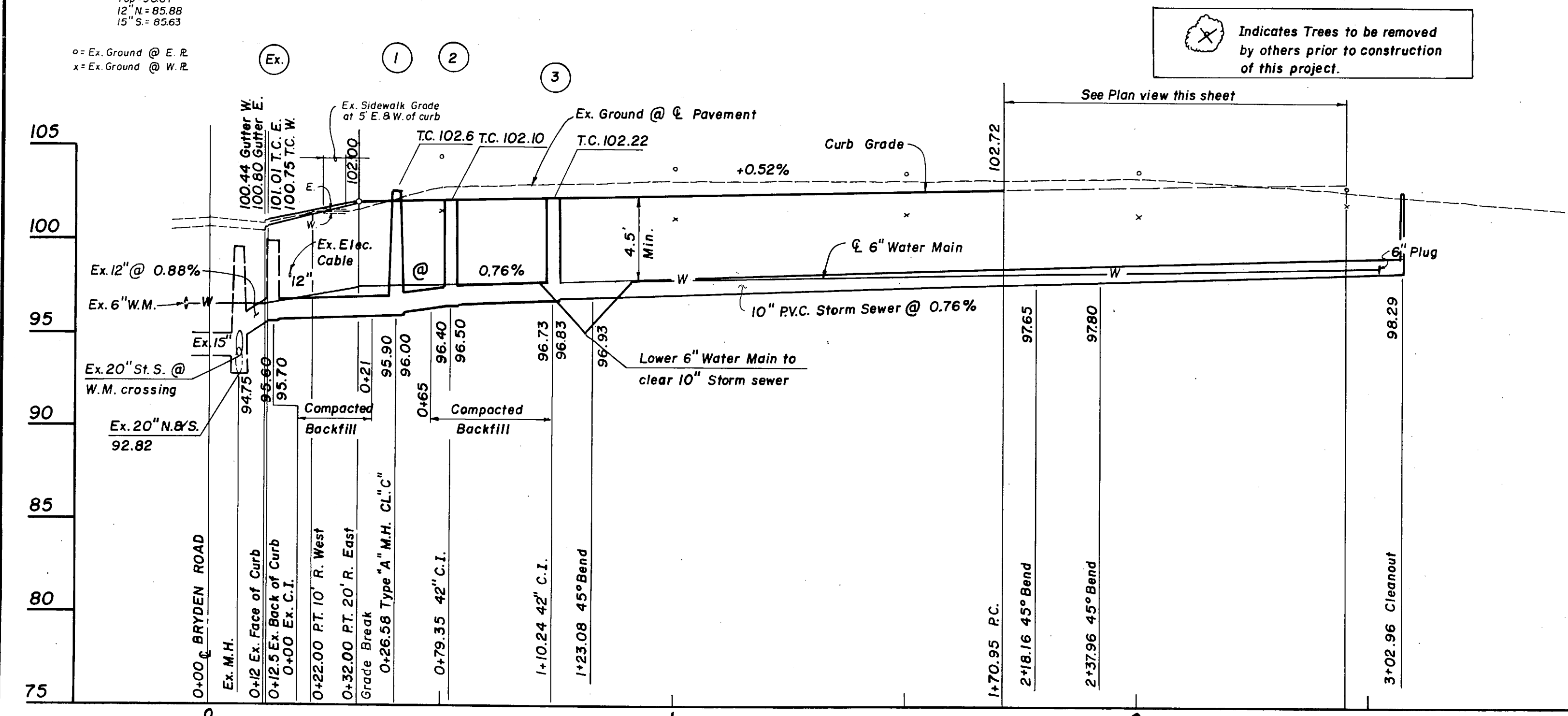
- ① Mountable Curb, See Detail this sheet
- ② 2" Hot-Mixed, Hot Laid Asphalt Concrete, Item 404
- ③ Prime Coat, Item 408 applied at 0.1 Gal. per sq. yd.
- ④ 9" Aggregate Base Item 304
- ⑤ Class "C" Concrete, 6 1/2 Bag Mix, 7% to 9% Air Entrainment



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.

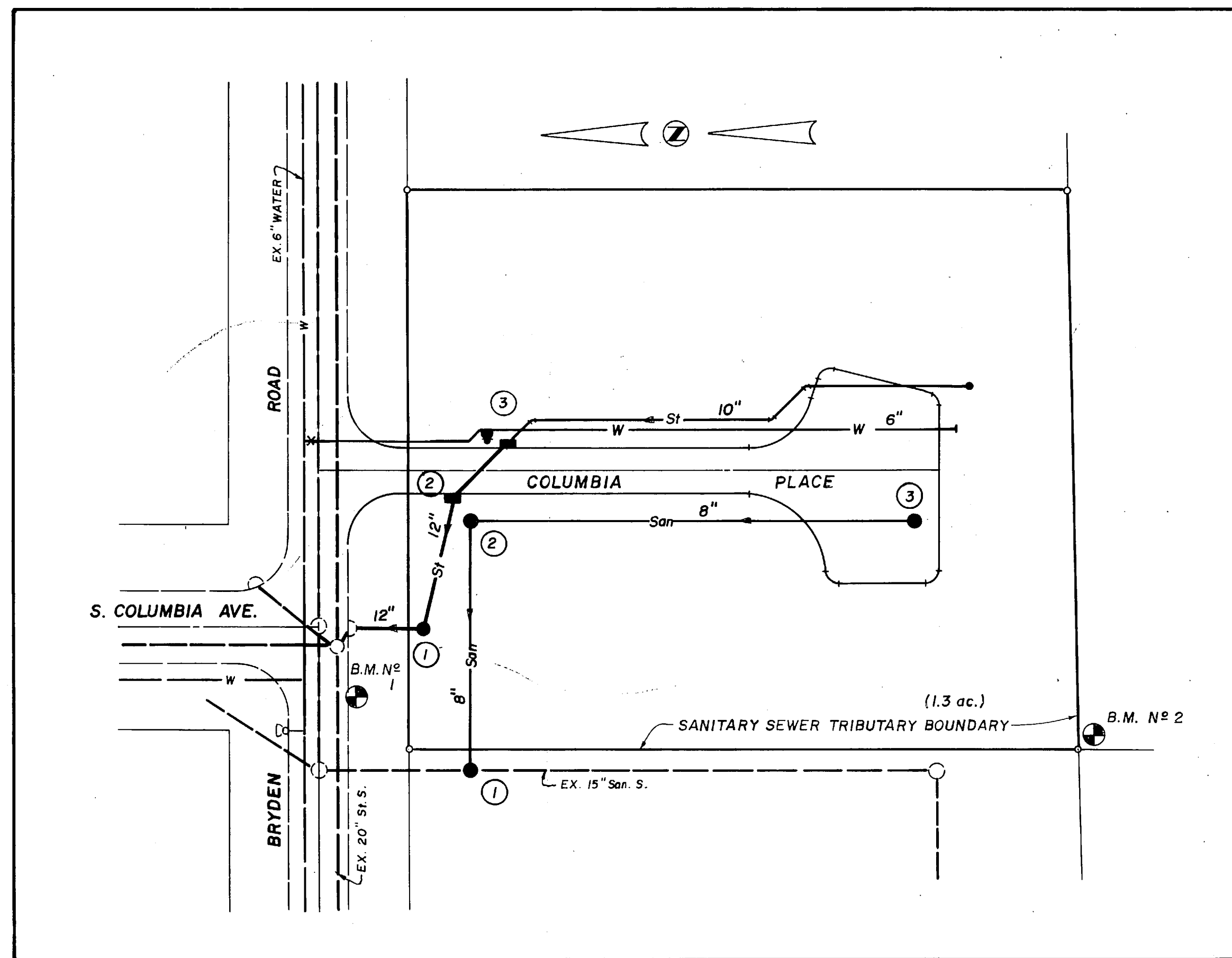
All wye branches and 6" service extensions for future roof and yard drains shall be plugged.

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

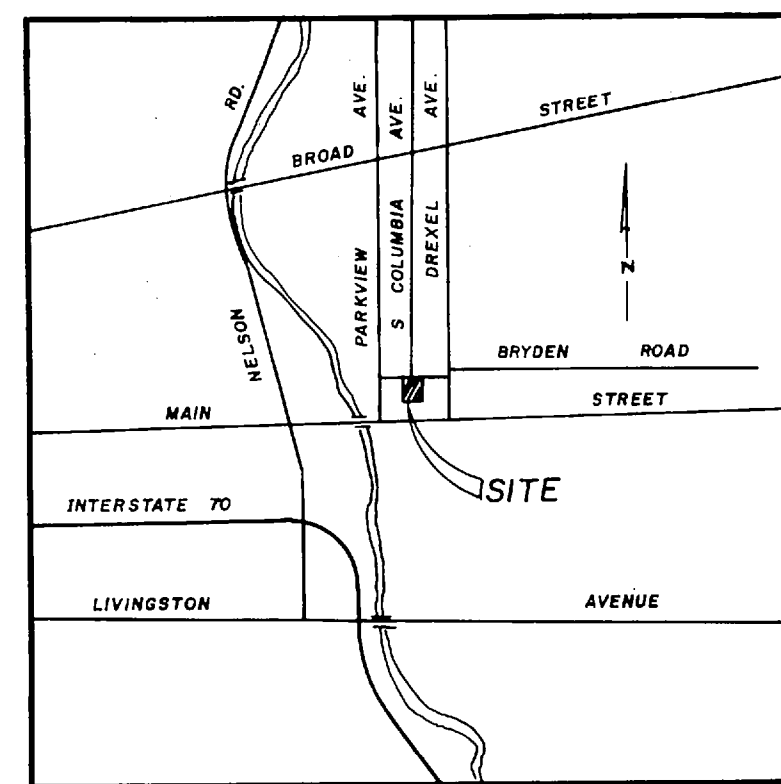
STANDARD CONSTRUCTION DRAWINGS

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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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



An **AEP** Company

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: | | | | | | | | | | | | | |
|-------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|-------------------------------------------|-------|-------------------------------------------------|--|-------------|--|-------------|--|-------------|--|-------------|
| | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B :Associated Electric & Gas Ins. Svcs.</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A :ACE American Insurance Company | 22667 | INSURER B :Associated Electric & Gas Ins. Svcs. | | INSURER C : | | INSURER D : | | INSURER E : | | INSURER F : |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | |
| INSURER A :ACE American Insurance Company | 22667 | | | | | | | | | | | | | |
| INSURER B :Associated Electric & Gas Ins. Svcs. | | | | | | | | | | | | | | |
| INSURER C : | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | |
| INSURED American Electric Power Company, Inc. and all Subsidiaries 1 Riverside Plaza Columbus, OH 43215 | | | | | | | | | | | | | | |

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

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

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

| | Years Ended December 31, | | |
|--------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------------|-------------------|
| | 2019 | 2018 | 2017 |
| Net Income | \$ 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

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5/27/2020

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Ordinance 12 - 21

By: Richard Sharp

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

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

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

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

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

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

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

Section 1.

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

Section 2.

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

Passed: _____, 2021

Lori Ann Feibel, President of Council

Attest: _____
William Harvey, Clerk of Council

Approved: _____, 2021

Ben Kessler, Mayor

First Reading: March 9, 2021

Second Reading:

Third Reading:

City of Bexley, Ohio Municipal Electric Aggregation Program

Plan of Operation and Governance

Adopted April 23, 2002; Revised ___, 2021

Overview

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

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

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

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

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

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

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

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

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

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

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

Plan of Operation and Governance

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

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

Aggregation Program Management

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

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

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

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

Selection of a CRES Provider

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

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

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

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

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

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

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

Electric Supply Charges

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

AEP's Regulated Customer Classifications and Rates

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

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

Developing the Pool of Eligible Accounts

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

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

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

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

Initial Consumer Notification and Enrollment

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

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

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

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

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

Leaving the Aggregation Program

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

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

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

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

CRES Provider Responsibilities

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

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

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

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

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

New and Returning Participants

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

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

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

Opt-In Aggregation

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

Modification of Bexley's Plan

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

Billing

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

Questions and Concerns

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

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

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

Commented [A1]: Need phone number

Reliability and Indemnification of Consumers

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

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

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

Participant Rights

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

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

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

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

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

Participant Responsibilities

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

Election of Standby Service

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

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

Termination of the Aggregation Program

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

Definitions

Aggregation

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

Aggregation Program Manager

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

Competitive Retail Electric Service (CRES)

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

Competitive Retail Electric Service Provider (CRES Provider)

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

Consumer

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

Delivery Charge

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

Distribution

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

Electric Related Service

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

Electric Supply Charge

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

Governmental Aggregator

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

Kilowatt (kW)

A kilowatt is 1,000 watts

Kilowatt-hour (kWh)

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

Ohio Consumers' Counsel (OCC)

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

Participant

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

Public Utilities Commission of Ohio (PUCO)

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

Standard Offer Generation Service

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

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