



## City Council Meeting Agenda

Tuesday, March 22, 2022

6:00 PM

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- 1) **Call to Order**
- 2) **Roll Call of Members**
- 3) **Pledge of Allegiance**
- 4) **Presentations/Special Guests**
  - A) Proclamation for Bexley High School Cross Country Team
  - B) Proclamation for Barb Greiner
- 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 - 03/08/22 City Council Meeting
- 11) **Third Readings: (No Speaker Slip Required)**
  - A) Ordinance 5-22 to protect the rights of individuals to wear Face Coverings in Places of Public Accommodation introduced by Sam Marcellino on February 22, 2022.
  - B) Ordinance 4-22 to certify special assessments for the repair of sidewalks where the work was not done by the owner after being ordered by the City in accordance with Bexley Code Section 1490.15(b)(4)A or Bexley Code Section 1492.04(b)(1) and it was necessary to do the work and assess the owner; to assess the owner of properties with unpaid alarm

fees in accordance with Bexley Code Section 643.03; to certify a special assessment in accordance with Bexley Code Section 1490.18 (Environmental Contamination); and to certify special assessments for code violation abatements where work was not done by the owner after being ordered by the City in accordance with Bexley Code Section 1490 and it was necessary to do the work and assess the owner introduced by Monique Lampke on February 22, 2022.

**12) Second Readings: (Speaker Slip Required)**

- A) Ordinance 7-21 to amend 618.22 (Disposal of Animal Fecal Matter Required), to eliminate the requirement to carry equipment. Introduced by Troy Markham.
- B) Resolution 1-22, confirming the Mayor's appointments of members to the Architectural Review Board; the Citizens Review Board; the Recreation Board; and the Board of Zoning Appeals and Planning, introduced by Jen Robinson on March 8, 2022

**13) First Readings: (Speaker Slip Required)**

- A) Ordinance 8-22 to Approve the Collective Bargaining Agreements between the Fraternal Order of Police, Ohio Labor Council, Inc. and the City of Bexley introduced by Monique Lampke on March 22, 2022
- B) Ordinance 9-22 to establish the part time position of Finance and Personnel Coordinator and to establish the pay range at \$24.84 per hour to \$35.87 per hour introduced by Monique Lampke on March 22, 2022

**14) Tabled Ordinances:**

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

**15) Safety and Health Committee - Sam Marcellino, Chair**

**16) Zoning and Development Committee - Matt Klingler, Chair**

**17) Recreation and Parks Committee - Jessica Saad, Chair**

**18) Strategic Committee - Jen Robinson, Chair**

**19) Service and Environmental Committee - Lori Ann Feibel, Chair**

**20) Finance Committee - Monique Lampke, Chair**

**21) Public Comments (No Speaker Slip Required)**

**22) Executive Session pursuant to 223.03 (a) To consider the appointment, employment, dismissal, discipline, promotion, demotion or compensation of a public employee or official, or the investigation of charges or complaints against a public employee or official**

**23) Adjourn**

*All agendas are subject to change.*

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**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](http://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



# PROCLAMATION

**WHEREAS:** The 2021 cross country season brought many notable opportunities and successes for both the Boys and Girls Bexley High School Cross Country teams; and,

**WHEREAS:** In 2021, the hard work and commitment of these runners earned both teams the win at the league meet and a third place finish in the Regional meet; and,

**WHEREAS:** Both teams also qualified for the State meet, marking the sixth year in a row for the Girls team and the fourth year in a row for the Boys team, with both teams also placing in the top twenty in this prestigious competition; and,

**WHEREAS:** The commitment and work ethic of these athletes and coaches sets an example for athletes everywhere. As we congratulate them on their past accomplishments, we also look forward to the great things they'll continue to achieve together in 2022;

**NOW, THEREFORE, I, Ben Kessler, Mayor of the City of Bexley, Ohio, proudly honor and celebrate the Bexley High School Boys and Girls Cross Country teams for their outstanding season and commitment to excellence.**

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the Mayor of the City of Bexley, Ohio, to be hereto affixed on this 22<sup>nd</sup> day of March, 2022.

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Benjamin J. Kessler, Mayor







## PROCLAMATION

**WHEREAS:** Barb Greiner has given thirty-three years of devoted service to the Recreation and Parks Department and her positive impact on both the department and the community is beyond measure; and,

**WHEREAS:** Barb was hired in 1989 and has created and managed countless program offerings during her tenure, including sports, fitness, and art programs for a variety of ages; the introduction of lacrosse and field hockey programs; and the launch of the very first Jeffrey Summer Camp program; and,

**WHEREAS:** Barb has also provided integral support to a variety of larger community events, including Harvest Festival and the 4<sup>th</sup> of July 5K, and her commitment, wisdom, and friendship have been a gift to those who worked with her; and,

**WHEREAS:** Barb's service extended beyond the confines of her work as an employee. As a committed member of DARN, Barb has contributed to initiatives that help families in need with utility bills and other household costs, connected students with educational support services, and advocated for low income housing support; and,

**WHEREAS:** Our community has richly benefited from Barb's many years of service, and her dedication, friendship, and passion for providing recreational opportunities for people of all ages will continue to inspire and influence the Recreation Department for many years to come.

**NOW, THEREFORE, I, Ben Kessler, Mayor of the City of Bexley, Ohio, do hereby proclaim, March 22, 2022 as:**

**“Barb Greiner Day”**

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the Mayor of the City of Bexley, Ohio, to be hereto affixed on this 22<sup>nd</sup> day of March, 2022.

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Benjamin J. Kessler, Mayor



## **Service Department Update**

### **Service Director**

### **Andy Bashore**

**March 22nd, 2022**

#### **Street Department:**

The crews are working on asphalt patches and pothole repairs. This past week crews started on concrete work in various locations, which includes, sidewalk and curb work. The crew will be installing more bike racks in the next couple of weeks.

#### **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 crews are currently working on cleaning catch basins throughout the city.

#### **Urban Forestry/Grounds Maintenance:**

The tree crews are working on tree pruning throughout the city. The ground crews are working on stump removals. The crews have started to work on the community gardens. The work will include repairing beds, cleaning up, and preparing for the upcoming season. The grounds crew has also begun to clean and mulch city owned beds.

#### **Drexel Project**

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 bid has come back in and is under review.

### **2021-2022 Sewer Lining Project**

The 2021 lining project is complete.

The 2022 lining project will go out for bid in mid-April.

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

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**

- 12 bike racks were installed last week on Main St., Parkview, and Cassady.
- Finished up the working agreement with Franklin Soil and Water.
- Two street lights were installed in the Broad Street median close to Wolfe park.
- The traffic engineer is working on an enhanced safety plan for College Ave. crosswalks.
- The Drexel Ave. sewer relining is complete.
- Preliminary work has started at the future dog park.



## Council Update – Interim Chief of Police

March 22, 2022

**Animal Control Officer Jennings:** Some people wonder, "What can I do to help save a life?". "What can I do to make a difference?" "I don't have much spare time but I want to help." There is something so simple, that can literally just take a few seconds out of your day, that makes a huge impact on our community. Take a moment and throw away litter you see laying on the ground. You may ask, "How can this make a huge difference, or save a life?". Recently I had to rush a young barred owl, that was found near Jeffrey Park, to the Ohio Wildlife Center. The owl was tangled up in fishing line and had a fishing lure stuck in its wing. The fate of the owl is uncertain but had someone taken just a few seconds to pick up that fishing line and lure this owl would not be injured. I have other stories like this, containers stuck on heads, birds caught in netting, animals tangled in plastic bags, etc... Litter is so hazardous to wildlife, and potentially even our pets. So, this is how taking a few extra seconds out of our busy day to pick some litter up and throw it in a trash can makes a HUGE difference.

I also need to say THANK YOU to the Ohio Wildlife Center for taking in this young barred owl, and all of the city's sick and injured wildlife, and helping it. It is still unknown if this owl will make it but if it does it will be released back to where it was found. The Ohio Wildlife Center is a wonderful non-profit organization that helps save our native wildlife.

**Administrative Sergeant Overly:** BCPAA Alumni members will be attending the Franklin County Special Investigations presentation in Hilliard.

A grant was submitted to Whitehall-Bexley Rotary for funding to wrap the Community Relations vehicle. I am waiting for artwork from Signarama.

**Detective Sergeant Brickey:** Year over year numbers for the last four weeks don't show a significant change in numbers.

Year to date numbers versus 2021: Thefts are down 1 (43/44), auto theft down 1 (4/5), but burglary/B&E is up 6 (14/8). Fraud remains static while fraud and forgeries are up 5 (8/3). Drug crime numbers rose by 5 (46/41) and weapon numbers are better by 4 (7/11).

Detectives have been busy submitting grand jury cases and they continue to do a good job on following up with prosecutors. We had two separate call outs over the last couple of weeks and believe we will be filing charges soon for a car stolen from Capital University last week.

Detectives Briley and Fleming went to the CPD Academy to watch our newest officer, David Martin, participate in a boxing match. These matches are tests of stamina, tactics, and perseverance. These 'tests' can be quite stressful for the cadets. These stressors are necessary to

determine their suitability for the job. It is also necessary to build the confidence of the cadet so that from day one on the job, they know they can defend themselves and others.

**Statistics:**

<b>Start Date</b>	<b>End Date</b>	<b>Number of Days</b>	<b>Calls for Service</b>	<b>Incident &amp; Offense Reports</b>	<b>Arrest Reports</b>	<b>Crash Reports</b>	<b>Total Reports</b>	<b>Theft</b>	<b>Motor Vehicle Theft</b>	<b>Burglary/B&amp;E</b>	<b>Robbery</b>
1/1/2022	3/17/2022	76	2639	176	72	29	277	43	4	14	0
1/1/2021	3/17/2021	76	2494	271	85	43	399	46	5	8	5
3/18/2021	3/17/2022	365	12607	1,054	455	214	1,723	307	85	76	6
3/18/2020	3/17/2021	365	10771	1,087	362	183	1,632	315	23	83	12

**Recreation Board Meeting:**

- The next Recreation Board meeting is on Wed., April 6th at 5:30p at the Senior Center.

**Marshall Drewry – New Recreation Coordinator:**

- We are so excited to introduce our newest BRPD Rec Coordinator, Marshall Drewry! Marshall was born and raised in Bexley and graduated in 2014 from Bexley High School. After graduating from Kent State University in 2018 with a degree in Sports Administration, he spent some time in Memphis, Tennessee, before returning home.
- In his free time, Marshall enjoys traveling, biking, eating at new restaurants in Columbus and is a huge fan of all the Cleveland sports teams, even through the heartbreaks. We are so excited Marshall is back in Bexley. We can't wait for the community to meet him!

**Jeffrey Summer Camp Registration:**

- Registration for the 2022 Jeffrey Summer Camp has been very strong. Currently we are averaging 290 campers per week. In 2019, we averaged 260 campers per week.
- While demand for the program is up, we have continued to hit a wall when it comes to hiring staff. We are having a very difficult time acquiring enough staff to meet the current demand. In a normal year, we are finishing up our summer hiring process this month. Currently we do not have enough applicants to fill all positions.
- We are currently analyzing our pay rate for camp counselors. Having reached out to other area camp programs, all have seen a significant increase in their pay scale for their camp staff.
- We are evaluating the impact on the program budget of adjusting our camp counselor pay up by \$2-\$3 per hour to help acquire additional staff.
- It may require an increase to the camp budget for the 2022 year. In the event that we need to increase the budget, I will present that estimate to council in the coming weeks.

**David H. Madison Community Pool – Early Bird Membership:**

- This is the first normal year in which families can purchase pool memberships online.
- The early bird membership deadline is May 1 compared to past years deadline of April 1.
- Currently we have had 172 early bird memberships sold. In 2019, we sold 503 early bird memberships. The vast majority of memberships come in just prior to the deadline, so we are comfortable with the numbers at this point.





CITY OF BEXLEY  
General Fund

February 2022 Budget vs Actual

	February			Year-to-Date				Year over Year Increase (Decrease)
	Budget	Actual	Better (Worse)	Budget	Actual	Better (Worse)	Feb-21	
<b>Revenue</b>								
City Income Tax	\$ 1,246,225	\$ 1,329,860	\$ 83,635	\$ 2,369,365	\$ 2,415,284	\$ 45,919	\$ 2,335,068	\$ 80,215
Local Government	41,667	52,292	10,625	83,333	98,681	15,348	91,308	7,373
Real Estate Tax	-	-	-	-	-	-	-	-
Interest	16,667	16,539	(127)	33,333	25,269	(8,065)	23,744	1,525
Building Permits	34,667	23,425	(11,241)	69,333	68,409	(924)	76,055	(7,646)
Franchise and ROW Fees	57,917	-	(57,917)	65,834	-	(65,834)	16,036	(16,036)
Grants	41,250	17,620	(23,630)	82,500	67,116	(15,384)	7,500	59,616
CIC Revenue	14,167	-	(14,167)	28,333	4,167	(24,167)	40,091	(35,924)
All Other	37,417	120,391	82,974	74,833	145,915	71,082	80,324	65,591
<b>Totals</b>	<b>\$ 1,489,975</b>	<b>\$ 1,560,126</b>	<b>\$ 70,152</b>	<b>\$ 2,806,866</b>	<b>\$ 2,824,841</b>	<b>\$ 17,975</b>	<b>\$ 2,670,126</b>	<b>\$ 154,715</b>
<b>Operating Expenditures</b>								
<b>General Government</b>								
Mayor's Office	\$ 33,527	\$ 30,019	\$ 3,508	\$ 108,243	\$ 95,763	\$ 12,480	\$ 82,634	\$ 13,129
Grants	41,250	26,992	14,258	82,500	31,094	51,406	217,331	(186,237)
Auditor's Office	65,734	170,892	(105,158)	292,934	265,124	27,810	260,839	4,285
Attorney's Office	14,053	13,918	136	28,107	13,954	14,153	9,309	4,645
Civil Service	1,917	40	1,877	3,833	40	3,793	-	40
City Council	5,439	3,954	1,486	10,879	7,995	2,884	8,137	(142)
Courts	13,667	5,017	8,650	30,228	15,128	15,099	12,727	2,401
Development Office	19,670	6,287	13,383	42,129	15,134	26,995	13,255	1,879
Technology	31,134	17,756	13,378	70,931	41,772	29,159	45,776	(4,004)
Building Department	43,837	32,700	11,137	144,317	122,206	22,111	102,139	20,067
Senior Programs	16,006	11,790	4,216	43,858	33,649	10,209	22,163	11,485
Boards and Commissions	2,548	2,164	384	5,096	4,170	926	1,123	3,048
<b>Total General Government</b>	<b>\$ 288,782</b>	<b>\$ 321,529</b>	<b>\$ (32,747)</b>	<b>\$ 863,054</b>	<b>\$ 646,028</b>	<b>\$ 217,025</b>	<b>\$ 775,434</b>	<b>\$ (129,406)</b>
<b>Public Health and Safety</b>								
Police Department	\$ 439,958	\$ 361,878	\$ 78,079	\$ 1,459,759	\$ 1,461,405	\$ (1,645)	\$ 1,566,480	\$ (105,076)
Fire Contract	-	-	-	-	-	-	-	-
Emergency Warning	-	-	-	-	18,120	(18,120)	17,419	701
Street Lighting	29,026	8,215	20,811	77,503	34,453	43,050	63,105	(28,652)
Health Department	-	537	(537)	-	537	(537)	-	537
<b>Total Public Health and Safety</b>	<b>\$ 468,984</b>	<b>\$ 370,630</b>	<b>\$ 98,354</b>	<b>\$ 1,537,263</b>	<b>\$ 1,514,514</b>	<b>\$ 22,749</b>	<b>\$ 1,647,005</b>	<b>\$ (132,491)</b>
<b>Public Service</b>								
Service Administration	\$ 16,424	\$ 14,978	\$ 1,446	\$ 52,721	\$ 49,219	\$ 3,502	\$ 32,981	\$ 16,238
Building and Parks Maintenance	118,979	140,928	(21,949)	351,385	353,196	(1,811)	274,428	78,768
Street Fund Transfer	-	-	-	16,500	66,000	(49,500)	66,000	-





	February			Year-to-Date				Year over Year Increase (Decrease)
	Budget	Actual	Better (Worse)	Budget	Actual	Better (Worse)	Feb-21	
Total Public Service	\$ 135,403	\$ 155,906	\$ (20,503)	\$ 420,606	\$ 468,414	\$ (47,809)	\$ 373,409	\$ 95,005
Recreation								
Jeffrey Mansion	\$ 18,119	\$ 13,307	\$ 4,811	\$ 69,455	\$ 59,952	\$ 9,503	\$ 51,416	\$ 8,536
Jeffrey Park	34,269	18,449	15,820	85,451	59,075	26,375	59,548	(473)
Recreation Transfer	-	-	-	62,500	62,500	-	90,000	(27,500)
Total Recreation	\$ 52,388	\$ 31,756	\$ 20,631	\$ 217,406	\$ 181,527	\$ 35,879	\$ 200,964	\$ (19,437)
Operating Expenditures Before Debt Service	945,557	879,822	65,735	3,038,328	2,810,484	227,844	2,996,812	(186,328)
Debt Service - Transfer to Bond Retirement Funds	-	-	-	247,096	247,096	-	-	247,096
Estimated Additional Appropriations								
Estimated Unspent Appropriations								
Total Operating Expenditures	\$ 945,557	\$ 879,822	\$ 65,735	\$ 3,285,424	\$ 3,057,580	\$ 227,844	\$ 2,996,812	\$ 60,768
Revenue Over (Under ) Expenditures	\$ 544,418	\$ 680,305	\$ 135,887	\$ (478,558)	\$ (232,739)	\$ 245,819	\$ (326,686)	\$ 93,947
<u>Other Financing Sources</u>								
Debt Service repayments Repayments								-
BWC Rebate							397,071	(397,071)
Total Other Financing Sources	-	-	-	-	-	-	397,071	(397,071)
<u>Other Financing Uses</u>								
Transfer to Budget Stability	\$ -	\$ -	-	37,500	\$ 37,500	\$ -	\$ -	\$ 37,500
Transfer to Capital Improvements Fund	-	-	-	250,000	250,000	-	-	250,000
Employee Payout Fund	-	-	-	7,500	7,500	-	30,000	(22,500)
Transfer to Infrastructure Development	-	-	-	225,000	225,000	-	-	-
Transfer to Pool Fund	-	-	-	50,000	50,000	-	-	-
Transfer to Economec Bond Dev.								-
Prior year Encumbrances	470,989	80,967	390,022	941,977	167,634	774,343	138,427	29,207
Total Other Uses	\$ 470,989	\$ 80,967	390,022	1,511,977	\$ 737,634	\$ 774,343	\$ 168,427	\$ 294,207
<u>Beginning Fund Balance</u>	\$ 2,143,592	\$ 2,637,845	494,254	4,207,556	\$ 4,207,556	\$ -	\$ 3,278,366	\$ 929,190
Audit Adjustment								
Net Increase (Decrease)	73,429	599,338		(1,990,535)	(970,373)		(98,042)	(872,331)
Ending Cash Fund Balance	\$ 2,217,021	\$ 3,237,183	1,020,162	2,217,021	\$ 3,237,183	\$ 1,020,162	\$ 3,180,324	\$ 56,859

**City of Bexley**  
**Projected Resources and Appropriations**  
**March 22, 2022**

Fund	12/31/2021 Cash Balance	12/31/2021 Encumbrance	12/31/2021 Unencumbered Balance	Projected 2022 Other Sources	Reduction to Prior Year Encumbrances	Total Available Resources	2022 Appropriations	Available Resources Year End 2022	Notes
<b>01 - GENERAL FUND Total</b>	<b>4,207,555</b>	<b>941,977</b>	<b>3,265,578</b>	<b>18,485,489</b>	<b>7,046</b>	<b>21,758,113</b>	<b>18,579,820</b>	<b>3,178,293</b>	
<b>Special Revenue Funds</b>									
02 - STATE HIGHWAY Total	135,937	11,267	124,670	90,082		214,752	77,412	137,340	
03 - STREET MAINTENANCE AND REPAIR Total	131,442	3,499	127,943	731,600		859,543	857,342	2,201	
05 - RECREATION Total	511,471	366,134	145,336	2,007,000		2,152,336	2,101,922	50,414	
14 - SWIMMING POOL Total	348,043	32,964	315,079	320,000		635,079	403,331	231,747	
18 - LAW ENFORCEMENT TRUST FUND	8,951		8,951	1,300		10,251		10,251	
20 - BEXLEY BEAUTIFICATION	3,808		3,808			3,808		3,808	
23 - FRIENDS OF JEFFREY PARK FUND Total	2,210	-	2,210	1,500		3,710	1,200	2,510	
24 - ENFORCEMENT AND EDUCATION FUND	20,774	-	20,774	610		21,384	1,800	19,584	
26 - BEXLEY YOUTH ATHLETIC FUND Total	19,132	-	19,132	5,400		24,532	12,000	12,532	
27 - TOURISM PROMOTION AND COMMUNITY	5,748	-	5,748	2,300		8,048	5,000	3,048	
28 - EVENTS AND EQUIPMENT FUND Total	3,289	-	3,289			3,289	1,500	1,789	
29 - MARYANNA HOLBROOK SCHOLARSHIP Tot	59,465	-	59,465	13,100		72,565	30,000	42,565	
31 - MAYOR'S COURT COMPUTER FUND Total	4,737	4,272	465	1,500		1,965	1,500	465	
35 - TAX INCENTIVE FUND	3,537	-	3,537			3,537		3,537	
36 - MAIN ST PUBLIC IMP. TAX INC. E Total	344,356	108,876	235,480	325,000		560,480	290,635	269,845	
52 - URBAN REDEVELOPMENT TAX INCREMENT	2,086	-	2,086	108,200		110,286	77,725	32,561	
56 - Friends of Jeffrey Mansion Preschool Total	8,469	1,449	7,020	7,800		14,820	3,500	11,320	3-22 \$2,700
57 - NEIGHBORS HELPING NEIGHBORS	3,231	-	3,231			3,231		3,231	
55 - FARMERS MARKET FUND	125	-	125			125		125	
59 - BEXLEY CELEBRATIONS ASSOCIATION AND	112	-	112	65,000		65,112	65,000	112	
70 - BEXLEY LAND BANK FUND	40,540	-	40,540			40,540		40,540	
71 - LOCAL CORONAVIRUS RELIEF FUND Total	56,625	44,978	11,647			11,647		11,647	
73 - AMERICAN RESCUE PLAN ACT Total	713,187	-	713,187	727,737		1,440,924	1,442,744	(1,820)	Interest income added to revenue estimate.
75 - INFRASTRUCTURE DEVELOPMENT FUND	1,100,000	-	1,100,000			1,100,000		1,100,000	
<b>Total Special Revenue Funds</b>	<b>3,527,274</b>	<b>573,440</b>	<b>2,953,833</b>	<b>4,408,129</b>	<b>-</b>	<b>7,361,962</b>	<b>5,372,612</b>	<b>1,989,351</b>	
<b>Debt Service Funds</b>									
06 - BOND RETIREMENT Total	467,507	-	467,507	1,964,016		2,431,523	1,964,016	467,507	
51 - ECONOMIC DEVELOPMENT BOND SERV To	16,897	-	16,897	91,450		108,347	88,700	19,647	
<b>Total Debt Service Funds</b>	<b>484,405</b>	<b>-</b>	<b>484,405</b>	<b>2,055,466</b>	<b>-</b>	<b>2,539,871</b>	<b>2,052,716</b>	<b>487,155</b>	
<b>Capital Projects Funds</b>									
08 - SPECIAL ASSESSMENTS Total	94,494	-	94,494			94,494	94,000	494	
13 - CAPITAL IMPROVEMENTS Total	1,505,101	451,483	1,053,618	1,000,000		2,053,618	1,427,432	626,186	
34 - STREETS AND ALLEYS Total	736,811	174,169	562,643	2,239,400		2,802,043	2,025,030	777,012	
55 - BROAD STREET FUND	8,580	-	8,580			8,580		8,580	
64 - ASHBOURNE AND ROOSEVELT	164,884	-	164,884			164,884		164,884	
68 - JEFFREY MANSION FUND Total	39,500	39,500	-			-		-	
69 - CASSINGHAM AND VERNON Total	-	-	-			-		-	
72 - SOUTH DREXEL AND GRANDON AVE. IMPR	236,583	236,298	285	2,197,151	236,298	2,433,734	2,433,449	285	6-22 \$236,298
<b>Total Capital Projects Funds</b>	<b>2,785,952</b>	<b>901,450</b>	<b>1,884,502</b>	<b>5,436,551</b>	<b>236,298</b>	<b>7,557,351</b>	<b>5,979,911</b>	<b>1,577,440</b>	
<b>Enterprise Funds</b>									
09 - WATER Total	1,497,460	99,174	1,398,287	3,064,152		4,462,439	3,253,090	1,209,349	
10 - SEWER Total	3,784,220	1,196,199	2,588,020	2,978,038		5,566,058	3,037,816	2,528,242	
11 - REFUSE Total	1,448,050	9,710	1,438,340	1,373,653		2,811,993	1,501,429	1,310,564	
<b>Total Enterprise Funds</b>	<b>6,729,730</b>	<b>1,305,083</b>	<b>5,424,647</b>	<b>7,415,843</b>	<b>-</b>	<b>12,840,490</b>	<b>7,792,335</b>	<b>5,048,155</b>	
<b>Fiduciary Funds</b>									
12 - POLICE PENSION Total	362,733	-	362,733	625,000		987,733	774,484	213,249	
25 - BLDG. STANDARDS FEE ASSESSMENT Total	14,227	3,600	10,627	1,767		12,394		12,394	
32 - UNCLAIMED FUNDS	11,491	-	11,491			11,491		11,491	
39 - SEWER CAPACITY FUND	14,873	-	14,873			14,873		14,873	
60 - POLICE OFFICER OPTIONAL EQ. FUND	12,710	-	12,710			12,710		12,710	
62 - HEALTH INSURANCE FUND Total	401,599	-	401,599	2,825,876		3,227,475	1,623,672	1,603,803	
63 - Employee Separation Fund Total	58,733	-	58,733	30,000		88,733	30,000	58,733	
<b>Total Fiduciary Funds</b>	<b>876,365</b>	<b>3,600</b>	<b>872,765</b>	<b>3,482,643</b>	<b>-</b>	<b>4,355,408</b>	<b>2,428,156</b>	<b>1,927,252</b>	

**CITY OF BEXLEY**  
 Non- General Funds  
 From: 1/1/2022 to 2/28/2022

<b>Fund</b>	<b>Budget</b>	<b>YTD</b>	<b>Remaining</b>
02 - STATE HIGHWAY Total	\$ 88,679	\$ 30,324	\$ 58,355
03 - STREET MAINTENANCE AND REPAIR Total	860,841	207,480	653,361
05 - RECREATION Total	2,468,057	431,078	2,036,978
06 - BOND RETIREMENT Total	1,964,016	115,409	1,848,607
08 - SPECIAL ASSESSMENTS Total	94,000	-	94,000
09 - WATER Total	3,352,263	264,300	3,087,964
10 - SEWER Total	4,234,015	576,082	3,657,933
11 - REFUSE Total	1,511,139	275,457	1,235,682
12 - POLICE PENSION Total	774,484	110,285	664,199
13 - CAPITAL IMPROVEMENTS Total	1,878,915	68,022	1,810,893
14 - SWIMMING POOL Total	436,295	8,400	427,895
23 - FRIENDS OF JEFFREY PARK FUND Total	1,200	1,200	-
25 - BLDG. STANDARDS FEE ASSESSMENT Total	5,400	-	5,400
26 - BEXLEY YOUTH ATHLETIC FUND Total	12,000	-	12,000
27 - TOURISM PROMOTION AND COMMUNITY EVENTS Total	5,000	-	5,000
28 - EVENTS AND EQUIPMENT FUND Total	1,500	-	1,500
29 - MARYANNA HOLBROOK SCHOLARSHIP Total	30,000	-	30,000
30 - BUDGET STABILITY FUND Total	-	-	-
31 - MAYOR'S COURT COMPUTER FUND Total	5,772	2,500	3,272
34 - STREETS AND ALLEYS Total	2,199,199	363,390	1,835,809
36 - MAIN ST PUBLIC IMP. TAX INC. E Total	399,511	176,200	223,311
51 - ECONOMIC DEVELOPMENT BOND SERV Total	88,700	-	88,700
52 - URBAN REDEVELOPMENT TAX INCREMENT EQUIVALENT FUND Total	77,725	-	77,725
56 - Friends of Jeffrey Mansion Preschool Total	2,249	158	2,091
59 - BEXLEY CELEBRATIONS ASSOCIATION AND EVENTS FUND Total	65,000	-	65,000
62 - HEALTH INSURANCE FUND Total	1,623,672	342,711	1,280,961
63 - Employee Separation Fund Total	30,000	-	30,000
68 - JEFFREY MANSION FUND Total	39,500	20,741	18,759
69 - CASSINGHAM AND VERNON Total	2,197,151	576,393	1,620,758
70 - BEXLEY LAND BANK FUND Total	-	-	-
71 - LOCAL CORONAVIRUS RELIEF FUND Total	44,978	57,312	(12,334)
72 - SOUTH DREXEL AND GRANDON AVE. IMPROVEMENTS Total	4,692,063	435,514	4,256,549
73 - AMERICAN RESCUE PLAN ACT Total	1,442,744	2,925	1,439,819
<b>Grand Total</b>	<b>\$ 30,626,070</b>	<b>\$ 4,065,881</b>	<b>\$ 26,560,188</b>



**Statement of Cash Position**  
**City of Bexley**  
**Statement of Cash Position**  
**From: 1/1/2022 to 2/28/2022**

Fund	Description	Beginning Balance	Net Revenue YTD	Net Expense YTD	Unexpended Balance
1	GENERAL FUND	\$ 4,207,555	\$ 2,824,841	\$ 3,795,214	\$ 3,237,181
2	STATE HIGHWAY	135,937	7,900	30,324	113,513
3	STREET MAINTENANCE AND REPAIR	131,442	174,814	207,480	98,776
5	RECREATION	511,471	266,440	431,078	346,833
6	BOND RETIREMENT	467,507	861,856	115,409	1,213,954
8	SPECIAL ASSESSMENTS	94,494	-	-	94,494
9	WATER	1,497,460	618,363	264,300	1,851,524
10	SEWER	3,784,220	619,717	576,082	3,827,855
11	REFUSE	1,448,050	328,007	275,457	1,500,600
12	POLICE PENSION	362,733	162	110,285	252,610
13	CAPITAL IMPROVEMENTS	1,505,101	250,000	68,022	1,687,079
14	SWIMMING POOL	348,043	50,352	8,400	389,995
18	LAW ENFORCE. TRUST FUND	8,951	501	-	9,452
23	FRIENDS OF JEFFREY PARK FUND	2,210	-	1,200	1,010
24	ENFORCEMENT & EDUCATION FUND	20,774	120	-	20,894
25	BLDG. STANDARDS FEE ASSESSMENT	14,227	229	-	14,456
26	BEXLEY YOUTH ATHLETIC FUND	19,132	-	-	19,132
27	TOURISM PROMOTION AND COMMUNITY EVENTS	5,748	139	-	5,887
28	EVENTS AND EQUIPMENT FUND	3,289	-	-	3,289
29	MARYANNA HOLBROOK SCHOLARSHIP	59,465	2,500	-	61,965
30	BUDGET STABILITY FUND	1,725,000	37,500	-	1,762,500
31	MAYOR'S COURT COMPUTER FUND	4,737	137	2,500	2,374
32	UNCLAIMED FUNDS	11,491	-	-	11,491
33	WINTER MEDLEY FUND	-	-	-	-
34	STREETS AND ALLEYS	736,811	16,500	363,390	389,921
35	TAX INCENTIVE FUND	3,537	-	-	3,537
36	MAIN ST PUBLIC IMP. TAX INC. E	344,356	-	176,200	168,155
39	SEWER CAPACITY FUND	14,873	-	-	14,873
42	BEXLEY BANNER FUND	-	-	-	-
52	URBAN REDEVELOPMENT TAX INCREMENT EQUIVALENT FUND	2,086	-	-	2,086
53	NORTHEAST QUADRANT PROJECT FUND	-	-	-	-
56	Friends of Jeffrey Mansion Preschool	8,469	-	158	8,311
57	Neighbors Helping Neighbors Fund	3,231	-	-	3,231
58	FARMERS MARKET	125	-	-	125
59	BEXLEY CELEBRATIONS ASSOCIATION AND EVENTS FUND	112	-	-	112
60	POLICE OFFICER OPTIONAL EQUIPMENT FUND	12,710	348	-	13,057
61	MAIN EVENT FUND	-	-	-	-
62	HEALTH INSURANCE FUND	401,599	1,202,205	342,711	1,261,093
63	Employee Separation Fund	58,734	7,500	-	66,234
64	ASHBOURNE AND ROOSEVELT PROJECT FUND	164,884	-	-	164,884
65	2106 EAST MAIN ST ENVIRONMENTAL CLEANUP FUND	-	-	-	-
68	JEFFREY MANSION FUND	39,500	-	20,741	18,759
69	CASSINGHAM AND VERNON	-	576,393	576,393	-
70	BEXLEY LAND BANK FUND	40,540	-	-	40,540
71	LOCAL CORONAVIRUS RELIEF FUND	56,626	686	57,312	0
72	SOUTH DREXEL AND GRANDON AVE. IMPROVEMENTS	236,583	435,514	435,514	236,583
73	AMERICAN RESCUE PLAN ACT	713,187	916	2,925	711,177
75	INFRASTRUCTURE DEVELOPMENT FUND	1,100,000	225,000	-	1,325,000
<b>Grand Total:</b>		<b>20,336,283</b>	<b>8,520,070</b>	<b>7,861,096</b>	<b>20,995,257</b>



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

Bank Reconciliation as of >	30-Nov-21	31-Dec-21	31-Jan-22	28-Feb-22
PNC Checking Account per Bank	\$ 1,422,618	\$ 944,571	\$ 1,730,236	\$ 1,716,875
Less Outstanding Checks	\$ (386,591)	\$ (1,009,156)	\$ (485,946)	\$ (158,512)
Net I Cloud Adjustments	\$ (1,314)			
Pre-posted Expense			10,898	
Unposted-Posted Revenue				
Payroll Pulled From Wrong Account by PNC	3,684	(6,187)		
Other Adjustments (net)	403	215	(281)	2,912
PNC Account per Books	\$ 1,038,800	\$ (70,557)	\$ 1,254,907	\$ 1,561,275
<b>Other Accounts:</b>				
STAR	\$ 500,000	\$ 100,000	\$ 100,000	\$ 100,000
First Financial	223,979	223,998	224,016	224,034
Ohio State Bank	250,000	250,000	250,000	250,000
Ohio State Bank (Savings)	4,476,812	4,480,033	3,481,685	3,483,021
US Bank Trust	15,327,146	15,355,170	15,360,413	15,376,832
Payroll	256			
<b>Investment Accounts sub-total</b>	<b>\$ 20,778,193</b>	<b>\$ 20,409,201</b>	<b>\$ 19,416,114</b>	<b>\$ 19,433,887</b>
First Financial Interest				
Net US Bank Trust Interest				
Ohio State Bank Interest		(2,129)		
Trust Fees				
Other Adjustments -		(231)		95
Investment Accounts per Books	\$ 20,778,193	\$ 20,406,841	\$ 19,416,114	\$ 19,433,982
<b>Total Cash Fund Balances per Books</b>	<b>\$ 21,816,992</b>	<b>\$ 20,336,283</b>	<b>\$ 20,671,021</b>	<b>\$ 20,995,257</b>



# March 22, 2022 MAYOR'S UPDATE

## Coming up in Bexley:

March 23, 4:00 pm:	Tree and Gardens Commission
March 24, 6:00 pm:	Board of Zoning and Planning
March 25, 10:30-4:30pm:	American Red Cross Blood Drive at Bexley Public Library
March 26, 9:00 am:	Trash Talk with the Mayor! Feat. special guest.... ?
March 26, 7:00 pm:	BRAVO! by Bexley Education Foundation
March 31, 6:30 pm:	State of the Community Address
April 1:	First Day of Earth and Arbor Month
April 2, 9:00-11:00am:	Re:Cycle Bikes Open Workshop
April 6, 5:30 pm:	Recreation Board
April 7, 6:00 pm:	Board of Zoning and Planning
April 7, 7:00 pm:	South Bexley Neighborhood Association
April 9, 9:00 am:	Trash Talk with Mayor Kessler/Green Bexley Field Trip
April 12, 6:00 pm:	City Council Meeting
April 16, 12:00 pm:	Easter Egg Dash
April 23:	Green Bexley Fair
April 30:	Cleanup Day & Arbor Day Festival
May 14:	Community Yard Sale & Freecycle Day

## Some of What I've Been Up To:

- Weekly departmental meetings
- Routine staff and cabinet touch-base meetings
- Planning and facilitation of community LinkUS informational meeting
- Maple Syrup Festival follow up including label design and bottle preparation
- Meeting regarding Bexley Home and Garden Tour
- Resident visits and emails to assess ongoing water intrusion issues.
- Commission/Transportation Policy Committee Meeting
- Architectural Review Board Meeting
- Continued work on police chief search including criteria review and officer one on one meetings
- OEC Board Meeting
- Review and comments on final Livingston Avenue Report
- Follow up calls and emails with residents regarding renovation and other projects
- Attended BCE Meeting
- Met with Columbia Gas representative
- Work on State of Community event planning and outreach to community leaders
- Meeting with Mayor Jadwin
- Follow up work and resident letter review for Drexel Avenue project
- Youth Interaction Policy Meeting and initial policy review
- Research and meeting on code enforcement resident issue
- COMMA Exec. Board Meeting

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](http://www.bexley.org/blast)



## Chief of Police Search Update

The Saunders PR Group is due to provide us a draft community engagement report at any time now. This report will be used to finalize the candidate profile/brochure with Ralph Andersen. We're hoping to have the position fully published next week, indicating a late April / early May interview cycle. I've been meeting with Robert Burg and working on concepts for the interview process and community engagement with finalist candidates. More detail to come on that front... Additionally, I've been continuing officer ride alongs to get a full spectrum of input, with 20 officer ride alongs completed and 9 more scheduled in the coming weeks.

## Aggregation Update

With energy prices wildly fluctuating over the past several months, we're taking a long pause on looking at aggregation. We'll revisit the idea once markets have stabilized.

## State of the Community

March 31st at Jeffrey Mansion - mark your calendars!





# EARTH MONTH 2022



SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
<p><i>A month of activities to show love for our planet. Information and registration are at <a href="https://greenbexley.org/earthmonth">greenbexley.org/earthmonth</a>.</i></p> <p><a href="mailto:info@greenbexley.org">info@greenbexley.org</a>    <a href="https://www.tiktok.com/@greenbexley">@greenbexley</a></p>					1 Take the Green Bexley Pledge at <a href="https://greenbexley.org/earthmonth">greenbexley.org/earthmonth</a> .	2
3	4	5	6	7	8	9 9-10 AM: Trash Talk 9-10 AM: Landfill Tour
10	11	12	13	14	15	16 4-5 PM: Litter Pickup with BHS Enviro Club
17	18	19	20	21	22 HAPPY EARTH DAY! 4:30-5:30 PM: Trash Talk	23 11 AM - 2 PM: The Green Bexley Fair at Schneider Park
24	25	26 10-11 AM: Rumpke MRF Tour	27	28 *or bike, scooter, or skate	29	30 8-11 AM: Green Bexley Clean Up Day 4-5 PM: Litter Pickup with BHS Enviro Club

Apr. 22 - 30: WALK\* WEEK



## EARTH MONTH ECOCHALLENGE

TAKE ACTION TO SAVE THE PLANET IN A WAY THAT  
WORKS FOR YOU.

[Click here to sign up and participate for a chance to win a treat from Johnson's Real Ice Cream.](#)



## WALK\* WEEK

\*OR BIKE, SCOOT, OR SKATE  
REDUCE YOUR VEHICLE USE THIS WEEK



## THE GREEN BEXLEY CLEAN UP DAY

ON APRIL 30 FROM 8 - 11 AM  
AT THE SERVICE GARAGE ON DELMAR DRIVE

[Click here for a full list of collected materials.](#)



## THE GREEN BEXLEY FAIR

ON APRIL 23, 2022 FROM 11 AM - 2 PM AT  
SCHNEIDER PARK

Generously funded by the Bexley Community Foundation.  
[Click here for a list of participating vendors.](#)

**BEXLEY**  
community foundation



# ARBORDAY EVENTS & PROGRAMS

*A Month-Long Celebration in April*

Free Tree Giveaway • Bike Tour • Tree Trivia  
Book Discussion • Kids' Activities • & more!

[bexley.org/arborday](http://bexley.org/arborday)



**BEXLEY**  
community foundation

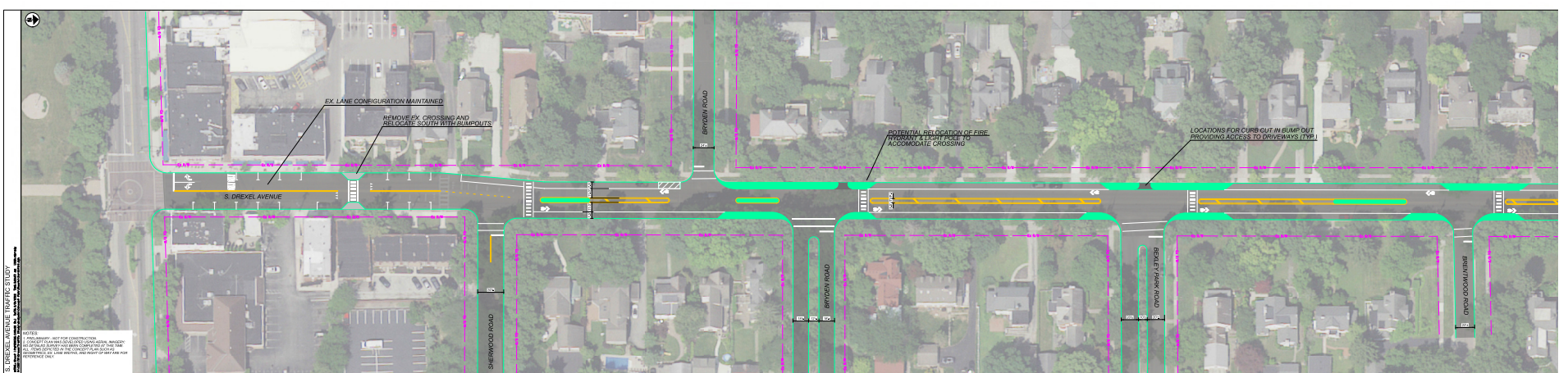




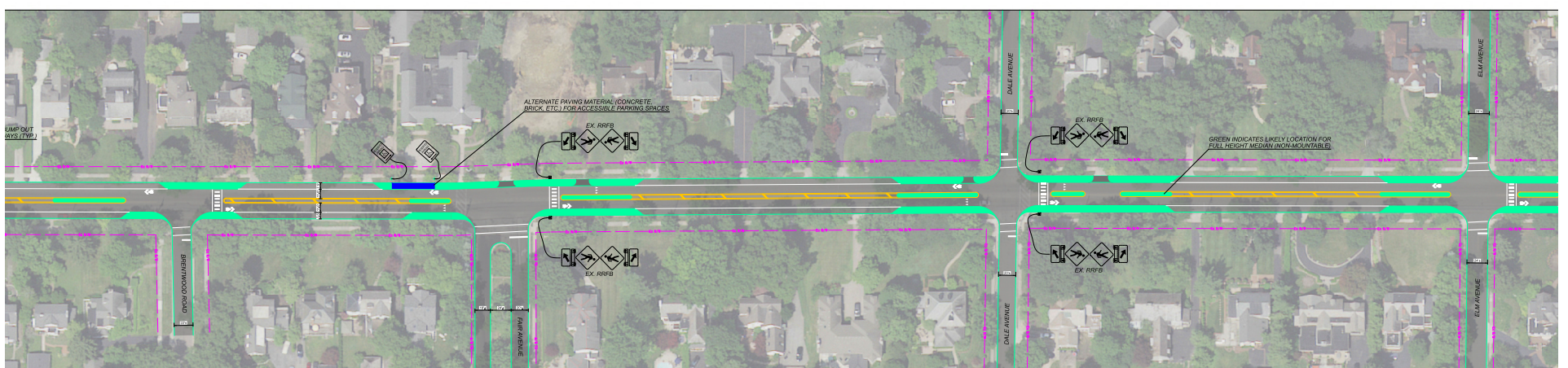
Public Feedback Opportunity:  
**DREXEL AVENUE IMPROVEMENTS**  
**DRAFT LAYOUT COMMENT PERIOD**

As a follow-up to the February 8<sup>th</sup> City Council discussion regarding traffic calming options as part of the upcoming Drexel Avenue improvements, a draft layout has been created for review and comment. To view a large PDF of the proposed layout, please visit [\\_\\_\\_\\_\\_](#). The public feedback period is open until \_\_\_\_\_, during which time project engineers are considering feedback on the layout, primarily as it relates to specific property frontages on the street. To schedule a time to discuss feedback with the City engineer and Service Director, please contact Jordan Cavallero at \_\_\_\_\_ by \_\_\_\_\_.

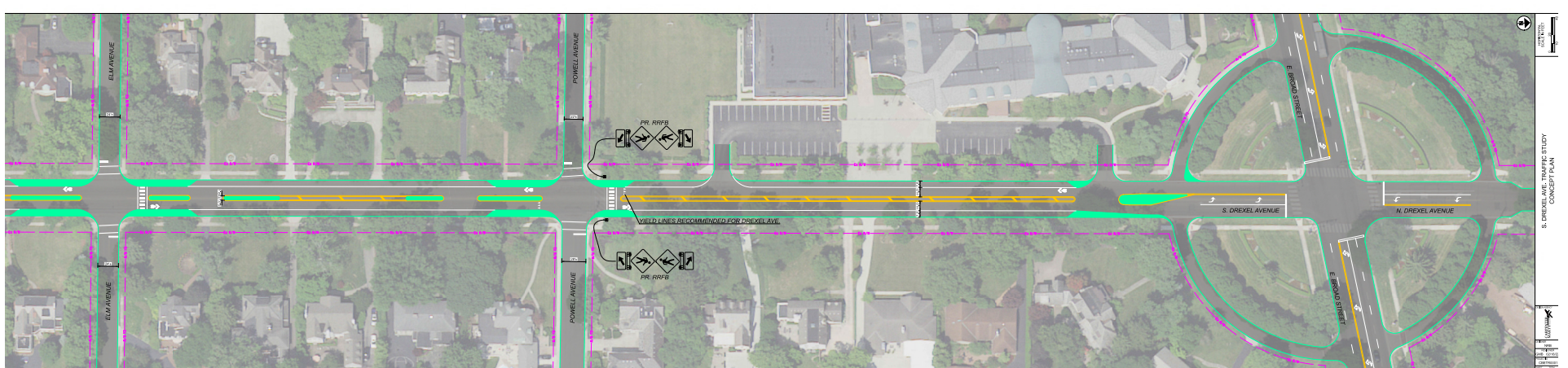
**Drexel Avenue Draft Layout**  
 March \_\_\_\_, 2022 revision



*Drexel Avenue: Main to Brentwood cross section*



*Drexel Avenue: Brentwood to Elm cross section*



*Drexel Avenue: Elm to Broad cross section*

**To provide feedback, please sign up for a conference with City Engineer Dave Koch and Service Director Andy Bashore by contacting Jordan Cavallero at \_\_\_\_\_ by \_\_\_\_\_**





# GREEN BEXLEY CLEAN-UP DAY

APRIL 30, 2022

Green Bexley is excited to host the annual Clean-Up Day on Saturday, April 30 on Delmar Drive from 8:00 - 11:00 am! This is a drive through event – please stay in your vehicle while volunteers remove items from your vehicle.

**Only the items listed below will be taken at the event:**

- **Drugs accepted at the Police Station**  
*Unwanted human or animal Rx medications; no liquid, needles, or vapes.*
- **Usable items that can be rehomed through Goodwill.**  
Items must be cleaned and in good condition:
  - Wearable clothing, shoes, and accessories
  - Clean and undamaged linens, bedding, towels, blankets, and other decorative fabric household items
  - Antiques and collectibles in good working order
  - Dishes, silverware, pots/pans, and utensils fit for use
  - Toys and games in good working order and with all pieces accounted for
  - Home decorative items
  - Sporting, musical, and fitness equipment in good working order
  - Tools and toolboxes in good shape
  - Fit for use small and medium sized furniture  
*Furniture that is wet, moldy, ripped, torn, stained, broken, or is in need of any type of cleaning or repair will not be accepted, nor will large furniture donations.*
- **Bikes**
- **Paper egg cartons**
- **Batteries recycled through The Big Green Box**  
*Terminals must be taped.*
- **Broken electronics for recycling through Accurate IT**
- **Paper for shredding off-site through Shred It**  
*Paper clips and staples are accepted, but binders and binder clips must be removed.*

Large furniture and Household Hazardous Waste, including paints, chemicals, or oils, will not be taken at this event. For information about where to properly discard these items, visit [greenbexley.org](http://greenbexley.org), or contact Elizabeth Ellman, Sustainability Programs Coordinator, at [eellman@bexley.org](mailto:eellman@bexley.org).



## City Council Meeting Minutes

Tuesday, March 8, 2022

6:00 PM

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**1) Call to Order**

Council President Markham called the meeting to order at 6:03 pm with words of acknowledgement on the difficult situation continuing to develop in the Ukraine.

**2) Roll Call of Members**

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

**3) Pledge of Allegiance**

**4) Presentations/Special Guests**

None.

**5) Public Comments (Speaker Slip Required)**

No public comment at this time.

**6) President's Report**

Mr. Markham stated how pleasant it is to see everyone's faces without masks and also spoke about how fun and unique the Jeffrey Woods festival is and expressed his thanks to the Mayor and the Recreation Department for their work on that. Mr. Markham also thanked Ms. Robinson for her work on the Council retreat along with Mr. McPeek, Mr. Kessler, and Ms. Ellman who all contributed to the success of the retreat.

**7) City Attorney Report**

Mr. Fishel spoke about a piece of legislation working it's way through the statehouse right now which would significantly limit local municipalities from restricting or prohibiting Air BNB activity. He will keep Council up to date on this as it develops.

**8) Auditor's Report**

Mr. McPeek provided an update on the cadence of how financial information will be reported each month and also reported that he met with the City's financial investors this week and is gaining familiarity with that aspect of his role.

**9) Administrative Update:**

**A) Service Department Update - Andy Bashore**

Mr. Bashore had no additions to his report. Mr. Markham asked if there would be any additions to the sidewalk project this year and Mr. Bashore reported that it should be finished this year.

**B) Police Department Update - Interim Chief Gough**

Chief Gough doesn't have any additions to his written report. Mr. Markham praised the police department's work on the pet food and supplies drive. Ms. Lampke asked for clarification on the new prosecutor for the City and Chief Gough spoke about the positive impact of our new prosecutor. Ms. Robinson, Ms. Lampke, and Ms. Saad acknowledged some of the positive developments here as well.

Ms. Feibel expressed concerns over attrition reported at Columbus Police Department, and stated she feels Council will need to be very aware and careful to support our officers.

Mr. Fishel, with President Markham's permission, spoke briefly about the process of criminal charges and prosecution in the City of Bexley, clarifying which cases are heard by Mayor's Court versus Municipal Court. The Mayor then added additional comments regarding the Victim Advocate program. Chief Gough closed with comments praising the work of the officers.

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

Mr. Price has nothing to add to his written report. Mr. Kessler commended Ms. Greiner on her long service to Bexley and urged Council members to come to the Open House for Ms. Greiner's retirement. Mayor Kessler also extended his thanks for Mr. Price's department for their hard work on the Jeffrey Woods Festival. Mr. Price specifically acknowledged Ron Gould's hard work for the Jeffrey Woods Festival.

**D) Finance Department Update - Beecher Hale**

Mr. Hale had no other additions to his written report but did ask Council to consider the suspension and adoption of ordinance 6-22 to reappropriate funds.

**E) Mayor's Update**

Mr. Kessler summarized the highlights of his report, speaking to some upcoming events and also sharing his gratitude for the one-on-one officer meetings he's been having. Mr. Kessler also reported a recent update from the COGO bikes program, which recently reported a significant fee increase for the service. Columbus will be subsidizing the cost of the COGO bike program and has approached Bexley about sharing their portion of this cost, which would be more than \$45,000. Ms. Saad asked if they track ridership by station, to see if bikes leave or arrive in Bexley from other areas. Mr. Kessler answered this and provided some additional information.

Mr. Kessler then spoke about the South Drexel Avenue project and addressed the part-time Finance and Personnel Coordinator position which they are proposing and feel would be a cost neutral solution to address some of the onsite Finance Department need and to create better redundancy and job separation. Mr. Fishel spoke about his agreement with the need for this position and expressed his opinion that the position should be full time.

i) Feet on the Street Presentaiton

Mr. Kessler then invited Ms. Ellman to speak regarding the Feet on the Street program, which addresses recycling contamination and provides training and support with the goal of reducing contamination through a tagging system and educational materials. Ms. Feibel asked for details on the costs when the grant is included, which Ms. Ellman and Mr. Kessler addressed. Mr. Kessler stated that he has been convinced of the merits of a program like this in Bexley. Ms. Lampke asked about tagging system and the potential for an increase in recyclables behind thrown away with regular trash and Mr. McPeck expressed concerns over the punitive nature of this program. Ms. Saad commended Ms. Ellman for bringing this program before Council, and asked if we could have a presentation more specific to Bexley, and expressed other concerns. Mr. Marcellino asked if there was an opportunity to elect a portion of the City, rather than the City as a whole, which Ms. Ellman answered. Ms. Feibel expressed her support for the program and feels that if we're going to recycle, we should do it correctly. Mr. Markham asked for clarification on the level of contamination that would institute a tag or rejection and expressed concern about punitive action. Ms. Robinson agreed with Ms. Feibel's support but also expressed her concerns that are similar to others expressed regarding punitive measures.

**10) Consent Agenda: (No Speaker Slip Required)**

A) Meeting Minutes - 02/22/22 City Council Meeting

B) 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)

Ms. Lampke moved to approve the items on the Consent Agenda.

Mr. Klingler seconded.

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

Opposed: None

**Motion Passed 7-0**

**11) Third Readings: (No Speaker Slip Required)**

None.

**12) Second Readings: (Speaker Slip Required)**

A) Ordinance 6-22 to re appropriate \$236,298.33 from the South Drexel Avenue and Grandon Avenue Project Fund to pay the City's matching share on this project introduced by Monique Lampke on February 22, 2022.

Mr. Fishel read the ordinance and Ms. Lampke reminded Council that Mr. Hale requested that this be opened for Suspension and Adoption. Mr. Kessler provided some additional background on this funding.

Ms. Lampke moved to suspend the three reading requirement for Ordinance 6-22.

Ms. Feibel seconded.

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

Opposed: None

**Motion Passed 7-0**

Ms. Lampke moved to adopt Ordinance 6-22.

Ms. Robinson seconded.

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

Opposed: None

**Motion Passed 7-0**

- B) Ordinance 5-22 to protect the rights of individuals to wear Face Coverings in Places of Public Accommodation introduced by Sam Marcellino on February 22, 2022.

Mr. Fishel read this ordinance and Mr. Marcellino explained that this ordinance is in place to protect those who elect to wear masks. Ms. Saad expressed opposition to this ordinance as she doesn't feel this will be necessary in Bexley. Mr. Marcellino replied, reiterating his belief that a proactive approach is best for Council in this situation. Ms. Lampke asked if there has been any feedback from businesses about this ordinance and Ms. Saad asked Council to review the penalties clause. Mr. Kessler clarified that this would be a code enforcement issue, not police enforcement as it is not a criminal offense. Ms. Saad restated her belief that the ordinance is unnecessary. Hearing no further questions, Mr. Markham moved to the next item on the agenda.

- C) Ordinance 4-22 to certify special assessments for the repair of sidewalks where the work was not done by the owner after being ordered by the City in accordance with Bexley Code Section 1490.15(b)(4)A or Bexley Code Section 1492.04(b)(1) and it was necessary to do the work and assess the owner; to assess the owner of properties with unpaid alarm fees in accordance with Bexley Code Section 643.03; to certify a special assessment in accordance with Bexley Code Section 1490.18 (Environmental Contamination); and to certify special assessments for code violation abatements where work was not done by the owner after being ordered by the City in accordance with Bexley Code Section 1490 and it was necessary to do the work and assess the owner introduced by Monique Lampke on February 22, 2022.

Mr. Fishel read the ordinance and Ms. Lampke and Mr. Kessler provided some additional information and answered questions.

**13) First Readings: (Speaker Slip Required)**

- A) Ordinance 7-21 to amend 618.22 (Disposal of Animal Fecal Matter Required), to eliminate the requirement to carry equipment. Introduced by Troy Markham.

Mr. Fishel read the ordinance and Mr. Markham provided some additional information on the background and reasoning for this ordinance, which is primarily to clean up the ordinance. Ms. Lampke asked how the fecal matter will be picked up without an item. Mr. Markham responded to this stating that even responsible pet owners could run out of bags and would still comply with the law if they needed to return to the site. Ms. Lampke and Mr. Marcellino added some thoughts on small edits to the language of this ordinance.

- B) Resolution 1-22, confirming the Mayor's appointments of members to the Architectural Review Board; the Citizens Review Board; the Recreation Board; and the Board of Zoning



Appeals and Planning, introduced by Jen Robinson on March 8, 2022

Mr. Fishel read the ordinance and Ms. Robinson provided a brief overview of the purpose of this resolution. Mr. Kessler provided some additional information on the ordinance and a brief overview of each of each appointee. Ms. Robinson clarified that these appointees will be visiting Council for introductions in the coming meetings.

**14) Tabled Ordinances:**

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

No action at this time.

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

Ms. Feibel moved to take ordinance 12-21 off the table for discussion.

Mr. Klingler seconded.

**Motion passed by voice vote 7-0.**

Ms. Feibel stated that while we had expected to discuss this, the world energy market is in crisis currently, but urged Council to hold the document she sent and be prepared to revisit this. Mr. Kessler then provided more background on the aggregation program proposal and stated reasoning for Council to consider approval of this ordinance now, which will allow Council to decide and vote on any future steps as the energy market settles and clearer rates are available.

Ms. Feibel moved to approve Ordinance 12-21

Ms. Robinson seconded.

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

Opposed: None

**Motion Passed 7-0**

Mr. Kessler then provided a brief update on the aggregation status.

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

No action at this time.

**15) Zoning and Development Committee - Matt Klingler, Chair**

Mr. Klingler reported there is an ARB meeting this Thursday.

**16) Recreation and Parks Committee - Jessica Saad, Chair**

Ms. Saad reminded Bexley Seniors that they can apply for senior center membership for only \$25 online or by calling Parks and Recreation. Ms. Saad also reported on behalf of Bryan Drewry regarding a BMPA sponsored art auction being held both online and in person at Bexley Public Library.

**17) Strategic Committee - Jen Robinson, Chair**

Ms. Robinson has no report today.

**18) Service and Environmental Committee - Lori Ann Feibel, Chair**

Ms. Feibel has nothing to report on the Service and Environmental Committee, but did briefly speak about the progress of the Celebrations and Events Committee and also about a program tomorrow night about Bexley's Miss America.

**19) Finance Committee - Monique Lampke, Chair**

Ms. Lampke spoke thanked Members of Council and the Mayor for coming to the Chamber of Commerce event last week. Ms. Lampke also complimented Ms. Robinson on the Council retreat. Ms. Lampke also shared that the Bexley Women's Club is working with the City to organize a donation drive to benefit victims in the Ukraine and this will be shared soon. Ms. Lampke also acknowledged International Women's Day and expressed her gratitude for working with three other amazing women on Council.

**20) Safety and Health Committee - Sam Marcellino, Chair**

Mr. Marcellino has nothing to report on Safety or Health, but extended congratulations to the Bexley High School Cheer team on their state championship.

Mr. Klingler then also mentioned that Bexley Bravo invitations have been sent.

**21) Public Comments (No Speaker Slip Required)**

No Comment at this Time.

**22) Adjourn**

Mr. Klingler moved to adjourn.

Ms. Saad seconded.

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

Opposed: None

Motion Passed 7-0

Mr. Markham adjourned the meeting at 7:49 pm.

**Ordinance No. 05 - 22**

**By: Sam Marcellino**

**An ordinance to protect the rights of individuals to wear Face Coverings in Places of Public Accommodation.**

**WHEREAS,** The COVID-19 pandemic has resulted in the wearing of face coverings, by individuals, for public health purposes; and

**WHEREAS,** It is the position of the City that individuals shall have a right to wear Face Coverings for public health purposes when visiting Places of Public Accommodation;

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

**Section 1**

That Chapter 838 shall be created as follows:

**CHAPTER 838 FACE COVERINGS FOR PUBLIC HEALTH PURPOSES**

**838.01 PURPOSE**

- (a) This chapter is created in order to protect the rights of individuals to wear face coverings in public spaces in order to protect their own health and/or the health of those around them.

**838.02 DEFINITIONS**

- (a) "Face Covering" shall mean a covering designed to cover the nose and mouth of the individual wearing it, for the purpose of reducing the spread and intake of respiratory droplets and/or for public health purposes. Face Coverings can include, but are not limited to, surgical or procedural masks, cloth masks, and other devices intended to protect against respiratory spread.
- (b) "Place of Public Accommodation" means any inn, restaurant, eating house, barbershop, public conveyance by air, land or water, theater, store, or other place for the sale of merchandise, or any other place of public accommodation or amusement where the accommodation advantages, facilities, or privileges thereof are available to the public.

**838.03 PROHIBITION AGAINST REFUSING SERVICE BASED UPON OR PROHIBITING THE WEARING OF FACE COVERINGS IN PUBLIC SPACES AND PLACES OF PUBLIC ACCOMODATION**

- (a) Owners and operators of places of public accommodation may not require the removal of Face Coverings in public spaces, or refuse service based upon an individual's refusal to remove Face Coverings in a Place of Public Accommodation, subject to the exceptions contained herein.
- (b) Owners and operators may request the temporary removal of a mask for identification or security purposes.

**838.99 PENALTIES**

(a) Whoever violates any provision of this Chapter for which no other specific penalty has been provided other than the denial, suspension or revocation of a license, shall be fined not more than \$100. Each day's continuance shall constitute a separate offense.

**Section 2**

That this Ordinance shall go into effect and be in full 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

\_\_\_\_\_  
Benjamin J. Kessler, Mayor

First Reading: February 22, 2022

Second Reading:

Third Reading:

**PROPOSED AMENDED ORDINANCE NO. 04 - 22**

**By: Monique Lampke**

**An Ordinance to certify special assessments for the repair of sidewalks where the work was not done by the owner after being ordered by the City in accordance with Bexley Code Section 1490.15(b)(4)A or Bexley Code Section 1492.04(b)(1) and it was necessary to do the work and assess the owner; to assess the owner of properties with unpaid alarm fees in accordance with Bexley Code Section 643.03; to certify a special assessment in accordance with Bexley Code Section 1490.18 (Environmental Contamination); and to certify special assessments for code violation abatements where work was not done by the owner after being ordered by the City in accordance with Bexley Code Section 1490 and it was necessary to do the work and assess the owner**

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

**Section 1.**

That the assessment of the cost of repairing the sidewalks, where the work was not done by the owner is assessed to the owner; notice of filing the assessment has been given as required by law to be and the same is hereby adopted and confirmed to wit:

Capital University	675 Sheridan Ave	Bexley, Ohio, 43209	\$200.00	020-004415-00
Capital University	691 Sheridan Ave	Bexley, Ohio, 43209	\$200.00	020-001311-00
Capital University	707 Sheridan Ave	Bexley, Ohio, 43209	\$200.00	020-001736-00
Capital University	713 Sheridan Ave	Bexley, Ohio, 43209	\$200.00	020-000027-00
Capital University	766/768 Sheridan Ave	Bexley, Ohio, 43209	\$200.00	020-000005-00
Capital University	Parking off Pleasant Ridge	Bexley, Ohio, 43209	\$200.00	020001986-00
Joseph & Quinn Armstr	829 Francis Ave	Bexley, Ohio, 43209	\$200.00	020-004254-00
Michael Watson	137 S. Columbia Ave	Bexley, Ohio, 43209	\$200.00	020-002984-00
Jay Sokol	2379 Sherwood	Bexley, Ohio, 43209	\$200.00	020-001494-00
Lee Tenenbaum	325 S Dawson Ave	Bexley, Ohio, 43209	\$200.00	020-001663-00
Shelly Bloom	474 S. Parkview Ave	Bexley, Ohio, 43209	\$200.00	020-002061-00
Edward Hines	420 S. Parkview Ave	Bexley, Ohio, 43209	\$200.00	020-002427-00
Meredith Weprin	2241 Dale Ave	Bexley, Ohio, 43209	\$200.00	020-002892-00
Michael Flinner	2409 Plymouth Ave	Bexley, Ohio, 43209	\$200.00	020-000309-00
Kimberly Wilson	2404 Bexley Park Rd	Bexley, Ohio, 43209	\$200.00	020-001940-00
Ashwin Suresh and Mat	361 N. Parkview Ave	Bexley, Ohio, 43209	\$200.00	020-001971-00
Joseph & Paola Basar	112 Ashbourne Rd	Bexley, Ohio, 43209	\$200.00	020-001588-00
Capital University	North parking lot- Pleasant Ridge	Bexley, Ohio, 43209	\$400.00	020001986-00
Carol & Carl Skrade	845 Pleasant Ridge	Bexley, Ohio, 43209	\$400.00	020-002243-00
Jessica George & James	2188 Bryden Rd	Bexley, Ohio, 43209	\$400.00	020-003047-00
Michael Kirkman	2324 Bexley Park Rd	Bexley, Ohio, 43209	\$400.00	020-001282-00
Patricia Witman	260 S. Parkview Ave	Bexley, Ohio, 43209	\$400.00	020-002995-00
Asal Farhadi	150 S. Parkview Ave	Bexley, Ohio, 43209	\$400.00	020-000848-00
Erin & Scott Crilly	43 Bullit Park Place	Bexley, Ohio, 43209	\$400.00	020-000055-00
William Rhoads	44 Bullit Park Place	Bexley, Ohio, 43209	\$400.00	020-000042-00
Philip & Lisa Kessler	254 Stanbery Ave	Bexley, Ohio, 43209	\$400.00	020-001613-00

**Section 2.**

That the assessment of the cost of repairing the sidewalks, where the work was not done by the owner is assessed to the owner; notice of filing the assessment has been given as required by law to be and the same is hereby adopted and confirmed to wit; **and the assessment for amounts of \$600 or more shall be divided up evenly over a three year period:**

Illensara Evans	965 Francis Ave	Bexley, Ohio, 43209	\$600.00	020-004430-00
Delby Furman	410 S. Columbia Ave	Bexley, Ohio, 43209	\$600.00	020-002840-00
John Groeber	276 Ashbourne Place	Bexley, Ohio, 43209	\$600.00	020-001571-00
Capital University	Lohman Hall-Pleasant Ridge	Bexley, Ohio, 43209	\$800.00	020-002002-00
Condra Ruanpae	167 S. Columbia Ave	Bexley, Ohio, 43209	\$800.00	020-001999-00
Jale Clark	2448 Seneca Park Place	Bexley, Ohio, 43209	\$800.00	020-003637-00
Synthia Carver & Cari E	818 Sheridan Ave	Bexley, Ohio, 43209	\$1,000.00	020-003535-00
ensing Maa & James J	207 Ashbourne Rd	Bexley, Ohio, 43209	\$1,000.00	020-001622-00
Benjamin & Lisa Horn	230 Ashbourne Rd	Bexley, Ohio, 43209	\$1,400.00	020-001578-00
Capital University	Capital center- Pleasant Ridge	Bexley, Ohio, 43209	\$1,600.00	020-004154-00

**Section 3.**

That the assessment of the cost of unpaid alarm fees; notice of filing the assessment has been given as required by law to be and the same is hereby adopted and confirmed to wit:

Bexley Gateway Plaza	2158 East Main St.	Bexley, Ohio, 43209	\$ 100.00	020-004740-00
Tim Donut US Limited Inc.	2062 E. Livingston Ave.	Bexley, Ohio, 43209	\$ 150.00	020-004851-00
Richard Haynes	2130 E. Livingston Ave.	Bexley, Ohio, 43209	\$ 150.00	020-003804-00

**Section 4.**

That in accordance with 1490.18(c), the property owner has failed to comply with the City's environmental contamination ordinance, and has been assessed for failure to comply and has been notified of said assessment, and the same hereby is adopted and confirmed, to wit:

Owner	Parcel Number	Amount
2761 Main Investment LLC 2761 E. Main St. Bexley, OH 43209	020-001855	\$20,000

**Section 5.**

That the property owner has failed to pay expenses duly incurred in association with abatement services performed pursuant to Section 1492; that a bill for said abatement services has been given as required by law; and that in accordance with 1492.04, said abatement costs are hereby adopted and confirmed for assessment, to wit:

<b>Address of Abatement</b>	<b>Parcel ID</b>	<b>Year of Work</b>	<b>Description of work</b>	<b>Amount</b>
235 S Stanwood Rd	020-003289-00	2021	Grass/Weed Abatements	\$480
2220 E Livingston Av	020-003499-00	2021	Weed, Trash Abatements	\$720
407 Northview Dr	020-004324-00	2021	Grass/Weed Abatement	\$85
1026 S Cassingham Rd	020-003426-00	2021	Grass/Weed Abatement	\$60
2798 Allegheny Av	020-000164-00	2021	Grass/Weed Abatements	\$110
915 Sheridan Av	020-000186-00	2021	Grass/Weed Abatement	\$55
700 Grandon	020-001821-00	2021	Grass/Weed Abatements	\$260
2693 Bellwood Av	020-004140-00	2021	Couch Removal	\$175
956 Ferdale Pl	020-003780-00	2021	Debris Removal	\$175
949 Ferdale Pl	020-003789-00	2021	Debris Removal	\$175
2761 E Main St	020-001855-00	2021	Debris Removal	\$80
940 Mayfield Pl	020-004521-00	2021	Debris Removal	\$200
2220 E Livingston Av	020-003499-00	2021	Board Up Exterior	\$375
2220 E Livingston Av	020-003499-00	2020	Grass/Weed Abatement	\$120
2798 Allegheny Av	020-000164-00	2020	Grass/Weed Abatement	\$60
2702 Bellwood Av	020-000250-00	2020	Grass/Weed Abatement	\$60
2741 E Main St	020-002925-00	2020	Grass/Weed Abatement	\$75
235 S Stanwood Rd	020-003289-00	2020	Grass, Yard Clean Up, Pool	\$1,432

**Section 6.**

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 McPeek, Clerk of Council

Approved: \_\_\_\_\_, 2022

\_\_\_\_\_  
Ben Kessler, Mayor

First Reading: February 22, 2022  
Second Reading: March 8, 2022  
Third Reading: March 22, 2022



**ORDINANCE NO. - 22**

By: Troy Markham

**An Ordinance to amend 618.22 (Disposal of Animal Fecal Matter Required), to eliminate the requirement to carry equipment.**

**Whereas,** the current law of Bexley requires that fecal matter of animals be picked up and disposed of properly;

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

**Section 1:** That Section 618.22 be amended to read as follows:

**618.22 DISPOSAL OF ANIMAL FECAL MATTER REQUIRED.**

(a) No person being the owner or having charge of any animal shall fail to pick up and properly dispose of, ~~in a sanitary manner,~~ any fecal matter left by his **the** animal on any public or private property other than the property of the owner or person having charge of such animal.

~~(b) No person being the owner or having charge of any animal on any public or private property other than the property of the owner or person having charge of such animal, shall fail to have in his possession a wood, plastic or metal device or other container for the purpose of picking up and properly disposing of, in a sanitary manner, any fecal matter left by his animal.~~

(eb) Any person who violates or fails to comply with this section is guilty of a minor misdemeanor.

**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 D. Markham, President of Council

Attest: \_\_\_\_\_  
Matthew McPeek, Clerk of Council

Approved: \_\_\_\_\_, 2022

\_\_\_\_\_  
Benjamin Kessler, Mayor

First Reading: March 8, 2022  
Second Reading: March 22, 2022  
Third Reading:

**RESOLUTION NO. 1 - 22**

By: Jen Robinson

**A Resolution confirming the Mayor’s appointments of members to the Architectural Review Board; the Citizens Review Board; the Recreation Board; and the Board of Zoning Appeals and Planning**

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

**Section 1.** That City Council hereby confirms the following appointments to the Architectural Review Board:

<b>Nominee</b>	<b>Position</b>	<b>Term Expiring</b>
Michael Steele	Alternate	June 30, 2024

**Section 2.** That City Council hereby confirms the following appointments to the Citizens Review Board:

<b>Nominee</b>	<b>Position</b>	<b>Term Expiring</b>
Dave Coleman	Member	June 30, 2022

**Section 3.** That City Council hereby confirms the following appointments to the Board of Health:

<b>Nominee</b>	<b>Position</b>	<b>Term Expiring</b>
Katherine Gravelle	Member	June 30, 2023

**Section 4.** That City Council hereby confirms the following appointments to the Recreation Board:

<b>Nominee</b>	<b>Position</b>	<b>Term Expiring</b>
Aly DeAngelo	Member	June 30, 2022
Tim Bezbatchenko	Member	June 30, 2023

**Section 5.** That City Council hereby confirms the following appointments to the Board of Zoning Appeals and Planning:

<b>Nominee</b>	<b>Position</b>	<b>Term Expiring</b>
Keith Hall	Member	June 30, 2022

**Section 6.** That this Resolution is an emergency measure necessary for the immediate preservation of the public peace, health, safety or welfare, and shall take effect upon its passage and approval by the Mayor.

Passed \_\_\_\_\_, 2022

\_\_\_\_\_  
Troy Markham, President of Council

Attest: \_\_\_\_\_, 2022  
Matt McPeek, Clerk of Council

Approved: \_\_\_\_\_, 2022

\_\_\_\_\_  
Benjamin Kessler, Mayor

First Reading: March 8, 2022  
Second Reading:  
Third Reading:

**Ordinance No. 8 - 22**

**By: Monique Lampke**

**An Ordinance to Approve the Collective Bargaining Agreements between the Fraternal Order of Police, Ohio Labor Council, Inc. and the City of Bexley**

**Whereas**, dispatchers and the animal control officer in the Bexley Police Department are represented by the Fraternal Order of Police, Ohio Labor Council, Inc. (FOP) for purposes of collective bargaining; and

**Whereas**, the collective bargaining agreements between the FOP and the City expired on December 31, 2021; and

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

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

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

**Section 1:** The Bexley City Council hereby approves the successor collective bargaining agreements attached hereto as Exhibits A and B and authorizes the Mayor to execute the agreements.

**Section 2:** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public health, peace, safety and shall go into full force and effect upon the approval of the Mayor.

Passed: \_\_\_\_\_, 2022

\_\_\_\_\_  
Troy Markham, President of Council

Attest: \_\_\_\_\_  
Matthew McPeek, Clerk of Council

Approved: \_\_\_\_\_, 2022

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Benjamin J. Kessler, Mayor

First Reading: March 8, 2022

Second Reading:

Third Reading:

# COLLECTIVE BARGAINING AGREEMENT

Between

The City of Bexley



and

The  
Fraternal Order of Police/Ohio Labor  
Council, Inc.



Animal Control Officers

**January 1, 2022 through December 31, 2024**

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**2022-2024**

**ARTICLE 1**  
**AGREEMENT**

**Section 1.1 Agreement**

This Agreement is made and entered into by and between the City of Bexley, Ohio (hereinafter referred to as the City), and the Fraternal Order of Police, Ohio Labor Council, Inc. (hereinafter referred to as the Union).

**Section 1.2 Purpose**

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

**Section 1.3 Severability**

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

**Section 1.4 Amendment of Agreement**

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

**Section 1.5 Past Benefits and Practices**

The City and Union agree that any past benefit or practice which is not contained in this Agreement shall not be altered or discontinued until the City has notified the Union of such intention and provided an opportunity for the Union to provide input through discussion at a Labor Relations Meeting.

**ARTICLE 2**  
**RECOGNITION**

**Section 2.1 Recognition**

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

**Section 2.2 Bargaining Units**

The Bargaining Unit shall consist of all full-time Animal Control Officers. Excluded from this Bargaining Unit are all other employees. The inclusions and exclusions are as certified by the Ohio State Employment Relations Board in Case No.2012-REP-01-0002, dated June 25, 2012 and 2012-REP-10-0121 amended on November 15, 2012.

**ARTICLE 3**  
**UNION SECURITY**

**Section 3.1 Dues Deduction.**

The City agrees to deduct Union membership dues as certified by the Union to the City upon written authorization signed by the employee on a form to be provided and which may be presented to the City by the employee or the employee's representative. Fifty percent (50%) of membership dues shall be deducted from the first paycheck of each month and fifty percent (50%) from the second paycheck of each month. The City shall also deduct initiation fees and assessments of the exclusive representative upon presentation of a written deduction authorization by the employee. The City agrees to furnish to the Labor Council, once each calendar month, a warrant in the aggregate amount of the deductions made for that calendar month, together with a listing of the members for whom deductions were made.

**Section 3.2 Union Responsibility**

The parties agree that the City assumes no obligation, financial or otherwise, arising out of the provisions of this Agreement regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the City harmless from any claims, actions or proceedings including the defense thereof, by any employee arising from deductions made by the City pursuant to this Article. If requested, the Union shall pay for legal counsel (at no cost to the City) to defend the City in any claim, action or proceeding. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 3.3 City Responsibility**

The City shall be relieved from making individual dues deduction payments to the Union when a member:

- 1) Resigns or is separated from City employment
- 2) Is laid off from City employment
- 3) Provides written revocation of dues deduction authorization to both the City and the Union
- 4) Is on an unpaid leave of absence when the dues deduction would otherwise be due
- 5) At any time when dues are otherwise due, fails to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues, provided that the member's dues shall thereafter be deducted in the first

available pay period in which the member has sufficient wages to make the dues deduction in addition to all legally required deductions.

### **Section 3.4 Errors in Processing**

It is agreed that neither the employees nor the Union shall have a claim against the City for errors in the processing of deductions unless a claim of error is made to the City in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues or fee deduction will normally be made by deducting the proper amount. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and for no other organization attempting to represent the employees within the Bargaining Unit as herein determined.

### **Section 3.5 Bulletin Board**

The Union shall be permitted to maintain a Union bulletin board at Department headquarters. Such bulletin boards will be supplied by the City. Union bulletins, Union material, and communications of interest to Bargaining Unit members only shall be permitted to be posted on this board. No derogatory material shall be posted on the Union bulletin board.

### **Section 3.6 Ballot Boxes**

The Union shall be permitted, upon prior notification to the Chief of Police, to place a ballot box at Department headquarters for the purpose of collecting members' ballots on all Union issues subject to ballot. Such box shall be the property of the Union and neither the ballot box nor its contents shall be subject to the Department's review.

### **Section 3.7 Use of Intra-Department Mail System**

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

## **ARTICLE 4** **NON-DISCRIMINATION**

### **Section 4.1 Joint Pledge**

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

**Section 4.2 Gender**

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

**Section 4.3 City Pledge**

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

**Section 4.4 Union Pledge**

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

**ARTICLE 5  
GRIEVANCE PROCEDURE**

**Section 5.1 Grievance Defined**

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

**Section 5.2 Qualifications**

A grievance may be filed by Bargaining Unit member(s) or by the Union as group of Bargaining Unit members who are affected by the act or condition giving rise to the grievance in the same or similar manner. A Bargaining Unit member has the right to present grievances and have them adjusted, without intervention of the Union, as long as the adjustment is consistent with the terms of this Agreement and as long as the Union is present at the adjustment.

**Section 5.3 Jurisdiction**

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

### **Section 5.4 Grievance Procedure**

The following steps and procedures shall be utilized in the resolution of grievances:

- **Informal Procedure:** A grievance may be processed through an oral discussion with the employee's immediate supervisor within seven (7) calendar days of the day the grievant became aware or should have become aware of the incident giving rise to the grievance. If the informal discussion is used, the immediate supervisor shall meet informally with the grievant. Neither the supervisor nor the grievant shall be represented in these informal discussions, except by a local grievance representative.
- **Formal Procedure:**

#### **STEP ONE:**

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

#### **STEP TWO:**

- 1) Should the grievant *not* be satisfied with the response to the grievance at Step One of the procedure, the grievant may appeal the grievance to the Chief or designated next level supervisor. The grievant shall initiate this appeal within seven (7) calendar days after receipt of the Step One response, by delivering a copy of the Grievance Form containing the written responses from prior steps, and any other pertinent documents, to the office of the Chief (or designated supervisor.)
- 2) The Chief (or designated supervisor) shall date-stamp the Grievance Form on the date of its receipt. Within fourteen (14) calendar days of receipt of the Grievance Form, the Chief (or designated supervisor) shall investigate the grievance and shall schedule and conduct a meeting to discuss the grievance with, the grievant.
- 3) The grievant may bring to the meeting a Grievance Representative and/or a non-employee Union representative.
- 4) The Chief (or designated supervisor) may be joined in the meeting by any designated representative. The parties may mutually agree to the attendance of other persons.
- 5) At the meeting called for at this Step, the grievant and/or Representative will be permitted to give a full explanation of the grievance and the material facts relating thereto.
- 6) The City may elect to inquire of the grievant or respond in the meeting in addition to the required written response. Within seven (7) calendar days after the meeting at this Step,

the Chief (or designated supervisor) shall submit to the grievant a written response to the grievance, which response shall be signed and dated.

**STEP THREE:**

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

**Section 5.5 Time Off for Presenting Grievances**

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

### **Section 5.6 Time Limits**

It is the City's and the Union's intention that all time limits in the above Grievance Procedure shall be met. However, to the end of encouraging thoughtful responses at each Step, the parties' designated representatives may mutually agree, at any Step, to time extensions, but any such agreement must be in writing and signed by the parties. In the absence of such mutual extensions, either party may, at any Step where a submission of the grievance appeal or a response is not forthcoming within the specified time limits, presume the grievance to have been advanced to the next Step in the Procedure on the day following the expiration of the time limit. Any Step in the Grievance Procedure may be waived by mutual consent. If an office specified for receipt of a grievance, grievance appeal, or grievance response is closed for an entire day, which day is the last day of the time period prescribed for the filing of a response to a grievance or grievance appeal, then the grievance, grievance appeal, or response may be filed on the next day on which such office is open.

### **Section 5.7 Representative in Meetings**

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

### **Section 5.8 Grievance Forms**

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

## **ARTICLE 6** **ARBITRATION**

### **Section 6.1 Selection of Arbitrator**

Within fourteen (14) calendar days following the receipt of the Union's written notification of the Union's intention to proceed to arbitration, the Mayor/Safety Director or the Chief of Police, either personally or through an appropriate City designee, and the Union will consult and attempt to select an impartial arbitrator by mutual agreement. In the event these representatives cannot reach agreement on an arbitrator, by joint letter the parties will request the American Arbitration Association, or the Federal Mediation Conciliation Services, to submit a panel of nine (9) arbitrators from which the City and the Union shall select one by mutual agreement. If an agreement cannot be reached as to one mutually acceptable arbitrator from the panel, an arbitrator will then be selected by the representatives of the parties by alternatively striking names and selecting the final remaining name. Either party shall have the option to completely reject the list of names and request another list only once.

**Section 6.2 Authority of Arbitrator**

The arbitrator shall conduct a fair and impartial hearing on the grievance hearing testimony and evidence from both parties, unless the parties mutually agree to submit their dispute on written stipulations. The arbitrator shall not have authority to add to, subtract from, modify, change or alter any provision of this Agreement. The arbitrator shall be expressly confined to the precise issue(s) submitted for arbitration and shall, absent mutual agreement of the parties, "have no authority to determine any other issue not so submitted. The arbitrator shall not issue observations or declarations of opinion which are not directly essential in reaching a decision on the issue(s) in question. The" arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In disciplinary cases, the arbitrator shall have the authority to affirm, disaffirm or modify said discipline. The question of arbitrability of a grievance may be raised by either party before the arbitrator hears the merits of the grievance. If a question of arbitrability is raised, the arbitrator may either rule on this issue or reserve ruling on the same and hear the merits of the grievance before issuing a ruling on this question. The decision of the arbitrator shall be final and binding upon the Union, its grievant, and the City.

**Section 6.3 Arbitration Costs**

The costs of any proof produced at the direction of the arbitrator, and the rent, if any, for the hearing room shall be borne equally by each party. The expenses of any non-employee witnesses shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript. Any affected member in attendance for such hearing shall not lose pay or any benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing. All costs directly related to the services of the arbitrator shall be split equally by both parties. Nothing herein precludes the parties' ability to reach a settlement wherein the arbitrator's fees are allocated by mutual agreement of the parties.

**Section 6.4 Arbitrator's Award**

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

**ARTICLE 7**  
**UNION REPRESENTATION**

**Section 7.1 Union Representatives**

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



### **Section 7.2 Grievance Representatives**

The Union shall designate no more than one (1) member of the Bargaining Unit to serve as Grievance Representative who shall be recognized by the City. It is understood that the Grievance Representative may, while on duty, assist members in the processing of grievances and consult with Union Representatives and members in regard to contractual matters, provided that advance supervisory approval is obtained and provided such activity does not interfere with, disrupt, or interrupt normal departmental operations.

### **Section 7.3 Union Representatives**

Any Authorized Union Representative will be released with pay, or compensatory time to attend negotiations meetings, not to exceed one representative.

## **ARTICLE 8** **MANAGEMENT RIGHTS**

### **Section 8.1 Management Rights and Responsibilities**

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

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of service, its over-all budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. **Discipline, suspend**, demote, or discharge for just cause; or layoff, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Employer as a unit of government;
- H. Effectively manage the work force;
- I. Take action to carry out the mission of the public employer as a governmental unit.

### **Section 8.2 Matters Bargained and Not Bargained**

The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of reasonable policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express terms of the Agreement. The City is not required to bargain with the Union during the terms of this Agreement on subjects reserved to its management and direction, except as affect wages,

hours, terms and other conditions of employment and the continuation, modification or deletion of a provision of this Agreement.

**ARTICLE 9**  
**INVESTIGATIONS, CORRECTIVE ACTION AND RECORDS**

**Section 9.1 Internal Investigations**

This section is designed to address internal investigations of members of the Bargaining Unit. During such investigations, the following criteria apply:

- A. Whenever an investigation appears to be leading to an employee being disciplined including being suspended from work or discharged, the employee will receive notice, in advance of the interview, as to the specific facts which support allegations made against the member. During such questioning, the employee has the right of choice to privately consult with and be advised by Union Representative from the employee's Bargaining unit or an attorney, provided that such representative is not also a subject of the investigation.
- B. Whenever an investigation appears to be leading to criminal charges being brought against an employee, the employee will be informed of the criminal nature of the investigation prior to any questioning. During such questioning, the employee has the right to be represented and advised by a Union Representative. from the employee's Bargaining Unit ,an O.L.C. Staff Representative and or an attorney, provided that such representative is not also a subject of the investigation.
- C. In all internal investigations, the member's chosen representative shall have a reasonable period of time to appear for the investigation interview. However, such interviews shall not be unduly delayed due to the unavailability of a particular representative.
- D. Before a member may be charged with insubordination for refusing to answer questions or participate in any investigation, the member shall be advised that such conduct, if continued, may be the basis for such a charge.
- E. Any interviewing of a member will be conducted at hours reasonably related to the member's shift, preferably during work hours, unless the seriousness of the offense in question warrants otherwise. Sessions shall be for reasonable periods of time and time shall be allowed during such interviews for rest periods and attendance to other personal necessities.
- F. Members shall be informed of the nature of the investigation prior to any questioning, including whether or not the investigation is focused on the member for either a potential felony or misdemeanor charge if known at the time.
- G. When a member suspected of a violation is being interviewed in an internal investigation, such questioning will be taped by the City. A copy of the tape will be provided to the member being investigated, if requested.
- H. Any evidence obtained in the course of internal investigations through the use of threats, coercion, or promises shall not be admissible in any subsequent criminal action or internal hearing. However, explaining to a member that potential corrective action could result if the member continues to refuse to answer questions or participate in an investigation shall not be construed as such threats, coercions, or promises. Further,

explanation of the potential disciplinary consequences as to the matter under investigation shall not be construed as a threat or coercion.

- I. In the course of internal investigations, a member may be given a polygraph examination "only if the member is the primary focus of the investigation or a known witness to an incident which precipitates the investigation, or at the member's written request directly to the Chief of Police. No polygraph examination shall be administered without the member's consent. However, refusal to consent to a polygraph is evidence which may be admitted in a disciplinary proceeding. Polygraph examinations shall be administered by a polygraph examiner certified by a school accredited by the American Polygraph Association, provided that the polygraph examiner is from an outside agency and has no interest in the proceedings. No polygraph examination may be given without the advance permission of the Chief of Police (or designee). The results of the examination shall not be used in any subsequent criminal action unless agreed to by both parties. For purposes of the Agreement, polygraph examinations include, without limitation, devices, instruments and procedures which purport to differentiate between truthful and untruthful statements (e.g. polygraphs, psychological stress evaluations (PSE), etc.).
- J. When a member is to be interviewed in an investigation of any other member, such interview will be conducted in accordance with the procedures established in this section.
- K. A member who is charged with violating Department orders or regulations will be provided a copy of the report issued as a result of the completed investigation. Such access shall be provided in advance of any Department hearing related to the charge involved.
- L. All complaints, internal investigation and Department charges shall initially be investigated by a supervisor who shall make recommendations to the Chief of Police through the chain of command. Prior to any suspension, reduction in pay, position or termination being taken against any member based on complaints or charges, the Mayor/Safety Director shall conduct a hearing. At such hearing, the member and/or the member's representative shall have the opportunity to confront and cross-examine any accusers and offer testimony and other evidence on the member's behalf. Reasonable advance notice (no less than forty-eight [48] hours) of a hearing date and time, as well as the charges to be heard, will be provided to the member.
- M. Any member who has been under internal investigation and has been interviewed shall be informed, in writing, of the outcome of the case at the conclusion of the investigation.
- N. If any of these procedures are violated, such violation shall be subject to the Grievance Procedure beginning at Step 3.
- O. A member may make a public records request prior to the investigation interview.

### **Section 9.2 Corrective Action for Cause**

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

### **Section 9.3 Progressive Corrective Action**

The principles of progressive corrective action will be uniformly followed with respect to minor infractions, as determined by the Chief of Police. The progression may include a documented counseling, a written reprimand, and a suspension for the same or related offenses prior to dismissal. The City may deviate from this progression for serious job related misconduct or for any serious criminal misconduct.

### **Section 9.4 Departmental Hearings**

Prior to a Departmental hearing before the Mayor/Safety Director, the Bargaining Unit member will receive from the Chief of Police a written statement of all charges and specifications. At such hearing, the member will be allowed to be represented by a Union representative, will be allowed to call witnesses and will be given an opportunity to cross-examine adverse witnesses. A member who is charged, the member's attorney or Union Representative may make a request for a continuance of the hearing which shall be granted by the Mayor/Safety Director, where good cause is shown. If a member is charged with a serious offense(s) that could result in the suspension or termination of the member's employment, the member may be suspended from performing regular duty without loss of pay until a hearing is held on these allegations. Such hearing will be scheduled by the Safety Director within five (5) working days from the date the member is made aware of the offense(s).

### **Section 9.5 Appeal from Mayor's Disciplinary Decision**

A member may appeal a disciplinary decision made by the Mayor/Safety Director directly to arbitration without resort to the steps in the grievance procedure set forth in Section 5.4. Such appeal must be made with the approval of the Union within fourteen (14) calendar days of the member's receipt of the disciplinary decision of the Mayor/Safety Director. In order to invoke the arbitration process, the appeal must be delivered by hand or received by the Mayor/Safety Director within this fourteen (14) calendar day period.

### **Section 9.6 Duration of Records**

Advice and Instruction Memorandum. The Department may use an Advice and Instruction Memorandum for instruction purposes. Such a Memorandum is not part of the disciplinary progression and is not a progressive disciplinary record. An Advice and Instruction Memorandum may be retained for no more than six (6) months after the date of issuance. Progressive disciplinary records shall be maintained as follows:

- A. Documented counseling" is a warning which is the first step in the disciplinary progression. This is different from an advice and instruction memorandum which is not part of the disciplinary progression. The record of a documented counseling may be retained for no more than one (1) year after the date of issuance, provided that no intervening discipline occurs within this one (1) year period, and the record of a documented counseling shall have no further force and effect and shall be removed from the file upon request of the member. The retention period shall be extended for a like period of time if disciplinary action of the same or similar nature is taken against a member.

- Advice and instruction memorandum\* may be retained for no more than six (6) months.
- B. Written reprimands may be retained for no more than two (2) years after the date of issuance, provided that no intervening discipline occurs within this two (2) year period, and the record of a written reprimand shall have no further force and effect and shall be removed from the file upon request of the member. The retention period shall be extended for a like period of time if disciplinary action of the same or similar nature is taken against a member.
- C. Suspensions of less than thirty (30) working days may be retained for no more than four (4) years after the date of issuance, provided that no intervening discipline occurs within this four (4) year period, and shall be removed from the file after this period upon request of the member. The retention period shall be extended for a like period of time if disciplinary action of the same or similar nature is taken against a member.
- D. Suspensions of thirty (30) working days or more, reductions, or removals will not be removed from the member's personnel file.

### **Section 9.7 Review of Personnel Files**

Every member shall be allowed to review any of their own personnel files at any reasonable time upon written request. A member of the Union may also authorize an attorney or Union representative to review the personnel file. Such request shall be made to the supervisor directly responsible for the maintenance of such files and such review shall be made in the presence of such supervisor (or designee). No unfounded, unsubstantiated, inaccurate, irrelevant, untimely or incomplete information as determined by the City shall be maintained in a member's personnel file.

### **Section 9.8 Inaccurate Documents**

Should a member have reason to believe there are improper or inappropriate documents in the member's file, the member may notify the Chief of Police in writing of the alleged improper or inappropriate information. The member shall have the right to submit a written statement detailing objections to the materials in question. If the claim is agreed to by the Chief of Police, the parties will attach the appropriate documentation to substantiate the agreement. If the claim cannot be mutually agreed upon, the member and/or the City may attach a written rebuttal to the material in question.

### **Section 9.9 Performance Evaluations**

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

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**Section 9.10 Placement of Material in Personnel File**

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

**ARTICLE 10**  
**WORK RULES AND DIRECTIVES**

**Section 10.1 New Work Rules**

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

**Section 10.2 Effect of Work Rules**

Any charge by a member that a work rule is in violation of this Agreement shall be the proper subject of a grievance, as is a charge that a work rule has not been applied or interpreted uniformly to all affected members. No member shall be disciplined for an alleged violation of a work rule which has not been promulgated as set forth in Section 10.1 of this Article.

**Section 10.3 Public Records**

The City obligates itself to promptly attempt to notify a member when a public records' request is made to review the member's personnel file and the City intends to comply with the request. The member shall be allowed to review the file prior to the request being honored if the member chooses.

**ARTICLE 11**  
**LABOR RELATIONS MEETINGS**

The parties agree that Labor Relations Meetings for this Bargaining Unit may be held jointly with other bargaining units. When that occurs, the provisions of this Article will be waived.

**Section 11.1 Philosophy**

The City and the Union recognize the responsibility each have to make full use of the knowledge, talent and commitment of all who are involved in the delivery of police services to the citizens of the City. The City and the Union recognize the benefit to each of exploration and study of issues which may enhance or detract from the ability of the Department to provide the highest standards of service. Toward this end, the City and the Union agree to create and maintain Labor Relations Meetings as an active forum for the exploration of mutual concerns. The City and the Union shall use this forum not as a substitute for collective bargaining nor as a mechanism for modifying the Agreement; rather, the forum is seen as an adjunct to the collective bargaining process and as an aide in implementing and maintaining the Agreement.

This forum will also be useful as a place to discuss issues which arise outside the context of collective bargaining but which represent impediments to a quality work environment or which threaten the Department's ability to deliver police services in the most efficient manner possible. No issue which is the subject of a pending grievance will be decided in this forum unless mutually agreed to by the City and the Union.

### **Section 11.2 Role of Participants**

Participation in Labor Relations Meetings does not imply a change in roles for the participants relative to their duties within the Department or the Union. Each participant will continue to have the same responsibilities and obligations as now fall upon the participant consistent with the participant's rank. Police decisions now within the Chief's responsibility shall continue to be made by the Chief of Police. Decisions relative to the conduct of affairs of the Union will continue to be made by the Union. Participation in Labor Relations Meetings will not change former roles; however, it is the expectation of both parties that the free flow of information and the active discussion of common concerns will positively influence both the decisions made by each party and the chances for acceptance of those decisions.

### **Section 11.3 Times of Meetings**

Unless mutually agreed otherwise, once every month on a mutually agreeable day and time, the Mayor/Safety Director ( or designated representative,) and not more than three (3) other members of management shall meet with not more than one (1) employee representative and one non-employee representative of the Union who are selected by the Union. Upon mutual agreement, non-participants may be included in meetings if they are thought to have information or resources which could assist in the resolution of agenda items. Furthermore, it is agreed by both the City and the Union that additional meetings shall be held as often as is mutually agreed necessary. Agendas will be exchanged by both parties at least five (5) working days in advance of the scheduled meetings which contain a list of matters to be taken up in the meeting and the names of those representatives who will be attending.

### **Section 11.4 Commitments**

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

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

#### **The City agrees:**

- A. It will work in good faith with the Union to attempt to reach consensus on the best means of resolving issues.



- B. For each member selected to represent the Union at the Labor Relations Meetings, the City will consider such service to be a part of the member's job duties when the meeting occurs during the assigned work hours of the representative.

**The Union agrees:**

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

**Section 11.5 Purpose**

The purpose of such meeting shall be to:

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

**Section 11.6 Miscellaneous**

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

**ARTICLE 12**  
**LAYOFFS / JOB ABOLISHMENTS**

**Section 12.1 Action**

When the City determines that a layoff or job abolishment is necessary, the City shall determine the classification(s) to be affected and notify the member(s) with the least seniority within the classification(s) a minimum of thirty (30) days in advance of the layoff or job abolishment. The least senior member within the affected classification shall be first laid off and any layoffs thereafter shall be by reverse seniority by classification. The City agrees to discuss with the Union the impact of the layoff or job abolishment's on Bargaining Unit members prior to the City's notification to the affected employees.



## **Section 12.2 Recall and Reinstatement**

When employees are laid off, the City shall create a recall list. The City shall recall employees by classification from layoff as needed. The recall shall be according to seniority beginning with the most senior employee within the classification being recalled and progressing to the least senior employee. An employee shall be eligible for recall for a period of three (3) years after the effective date of the layoff. Notice of recall from a layoff shall be sent to the Bargaining Unit member by certified mail with copies to the Union. The mailing shall be to the last mailing address provided by the Bargaining Unit member and the Bargaining Unit member has an obligation to keep the City advised of this current mailing address. The recalled employee shall have fourteen (14) calendar days following the receipt of the recall notice to notify the City of the intention to return to work and shall have fourteen (14) calendar days following the receipt of the recall notice in which to report to duty, unless a later date is otherwise specified.

## **ARTICLE 13** **MISCELLANEOUS**

### **13.1 Health and Safety**

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

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

### **Section 13.2 Agreement Copies**

As soon as possible, following the signing of this Agreement, the City and the Union shall have **printed** copies of this Agreement **printed**. Copies shall be provided to the City and the Union for distribution to all Bargaining Unit members.

### **Section 13.3 Liability Insurance**

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

### **Section 13.4 Probationary Period**

All new hired full time employee will be required to successfully complete an initial probationary period. The initial probationary period shall be twelve (12) months from the date of hire. A newly hired employee may be terminated at any time during the probationary period for unsatisfactory service and shall have no right to appeal the termination under this Agreement.

Agreement between FOP/OLC and City of Bexley- Animal Control Officer  
**2022-2024**

**Section 14.1 Wages**

The following salary schedule for the Animal Control Officer is to become effective on the dates listed below: 4.0% 4.0% 3.0%

	1/1/22	1/1/2023	1/1/2024
HOURLY	\$34.03	\$35.39	\$36.45
ANNUAL EQUIVALENT	\$70,782.40	\$73,613.69	\$75,822.11

**Section 14.2**

All members shall be paid bi-weekly.

**Section 14.3 Application of Pay Rates**

The rates of pay set forth in subsection 1 of this Article are based on full time employment of forty (40) hours in a workweek, eighty (80) hours in a biweekly period, and two thousand eighty (2,080) hours annually.

**Section 14.4 Working out of Classification**

Bargaining Unit may be requested to cover pre-approved leave request of dispatchers in addition to overtime postings as needed.

**ARTICLE 15**  
**LONGEVITY PAY / SHIFT DIFFERENTIAL**

**Section 15.1 Longevity Pay**

All members shall be entitled to longevity pay effective on each member's anniversary date. Such longevity pay shall be paid annually and will be included in the first full pay following the member's anniversary date each year and shall be in accordance with the schedule below:

Beginning Year	Effective: January 2019
5	\$1,000.00
9	\$1,150.00
13	\$1,300.00
17	\$1,600.00
21	\$2,000.00

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

**Section 15.2 Longevity for the purposes of overtime calculations only**

Longevity pay will be included to calculate the regular hourly rate of pay for the member.

**Section 15.3 Shift Differential Pay**

Shift differential pay, in the amount of one dollar twenty-five cents (\$1.15) per hour, shall be provided for a forty (40) hour work week and for which the majority of work hours occur after 2:30 P.M. and prior to 6:30 A.M., and to members normally assigned to such hours regardless of the shift hours they actually work, for all hours worked but excluding hours in paid status while on approved leave, except for injury leave. **Employees who work at least four (4) hours of overtime during these hours shall receive shift differential.**

**Section 15.4 Method of Shift Differential Payment**

Shift differential pay shall be paid only for actual hours worked during the work day. Shift differential shall not be paid in addition to regular pay for any hours of leave with pay. If shift differential pay is applicable and authorized overtime occurs in conjunction with the regular work day, the shift differential shall be paid for each hour of overtime worked. However, the shift differential pay shall not be added to the base hourly rate prior to computing the overtime rate. Shift differential pay is not applicable to court appearance time, but is applicable to hours worked when called back to duty if the member otherwise qualifies for the shift differential pay. Shift differential pay will be paid on a biweekly basis and will not be cumulative under any circumstance.

**Section 15.5 Training Pay**

Any employee who performs training to other new hire employees shall receive a pay supplement of two dollars (\$2.00) per hour for every hour spent training new hire employees.

**ARTICLE 16**  
**HOLIDAYS**

**Section 16.1 Holidays**

The following shall be considered legal holidays for Bargaining Unit members:

- |          |                        |                           |
|----------|------------------------|---------------------------|
| 1        | New Year's Day         | (January 1)               |
| 2        | Martin Luther King Day | (3rd Monday in January)   |
| 3        | President's Day        | (3rd Monday in February)  |
| 4        | Memorial Day           | (1st Monday in May.)      |
| <b>5</b> | <b>Juneteenth</b>      | <b>(June 19th)</b>        |
| 6        | Independence Day       | (July 4 <sup>th</sup> )   |
| 7        | Bexley Day             | (Second Monday in August) |

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- |    |                           |                              |
|----|---------------------------|------------------------------|
| 8  | Labor Day                 | (1st Monday in September)    |
| 9  | Thanksgiving Day          | (4th Thursday in November)   |
| 10 | Friday after Thanksgiving | (4th Friday in November)     |
| 11 | Christmas Day             | (December 25 <sup>th</sup> ) |

**Section 16.2** When a holiday as set forth in subsection 1 of this Article falls on a member's regularly scheduled work day, that member shall receive the day off.

**Section 16.3 Called to Work on a Holiday**

Whenever a member is called in to work on a holiday, and the member was not regularly scheduled to work on that holiday, the member will receive two (2) times the member's regular rate of pay for all overtime hours worked. If a member is scheduled to work on the holiday, but is called in at a time prior to or after the scheduled shift, but not contiguous to the shift, the member will also receive two (2) times the regular rate of pay for all overtime hours worked.

Whenever one of the holidays above falls on a Saturday, it shall be observed the Friday immediately preceding the actual date of the holiday. When a holiday falls on a Sunday, it shall be observed on the Monday immediately following the actual date of the holiday.

For purposes of this Article, a holiday shall be one of the days listed in section 16.1 **above** beginning at midnight and ending at 11:59 p.m.

**ARTICLE 17**  
**REGULAR WORK PERIODS AND OVERTIME**

**Section 17.1 Definition**

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

**Section 17.2 Overtime**

All hours in paid status in excess of forty (40) hours per week shall be compensated at the rate of one and one-half (1 1/2) times the member's straight time hourly rate of pay including any longevity increment. No member shall be paid for overtime work which has not been authorized by a supervisor.

**Section 17.3 Court Pay**

For court appearances scheduled at a time other than a member's regularly scheduled shift, a member shall be paid a minimum of three (3) hours overtime, including any longevity increment, for all court appearances.

**Section 17.4 Training**

In the case of a member's overtime resulting from attendance at a regularly scheduled training or educational school, class or clinic, overtime will be calculated at one and one-half (1 1/2) times the number of hours actually worked in training including any longevity increment.

**Section 17.5 Call In Pay**

- 1) When a member is ordered to report to work at a time which is not contiguous to the member's regularly scheduled shift, the member shall be paid a minimum of three (3) hours at the overtime rate including the longevity increment. Notwithstanding the above, the provisions of paragraph (2) shall apply.
- 2) Paragraph (1) of this section shall not apply if the member is ordered to report for a disciplinary hearing or a grievance hearing where the member is the subject of such disciplinary hearing or of which the member is the grievant.

**Section 17.6 Compensatory Time**

A member may accumulate and maintain up to eighty (80) hours of compensatory time. The member must notify the City each pay period to indicate that they want this earned overtime to be accumulated as compensatory time. Compensatory time off requests must be made in advance and are subject to supervisory approval. Compensatory time may be carried over up until January 31<sup>st</sup> of the succeeding year adjusted to the rate of pay in effect in the preceding year.

**Section 17.7 Compensatory Time Annual Conversion**

A member has the option to be paid out for compensatory time hours which have been accumulated but not used in any calendar year, provided that the member notifies the City by January 31<sup>st</sup> of the following year the number of hours the member requests to be paid for. Such payment shall be made at the member's hourly rate of pay as of December 31<sup>st</sup> of the calendar year in which the compensatory time was earned and accrued. Such payment shall be made in February of the following year.

**ARTICLE 18**  
**VACATION AND PERSONAL DAYS**

**Section 18.1**

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

Beginning year(s) Of Service	Vacation Hours
<b>6 months</b>	<b>44</b>
2	96
4	120
8	152
12	160
15	192
18	200
22	240

**Section 18.2 Personal Days**

In addition to any vacation days accrued, each Bargaining Unit member will receive five (5) personal days off per calendar year, **except that during a member's first calendar year of service, personal leave entitlement is as follows:**

- **If a member is hired between January 1 and March 31, that member is entitled to forty (40) personal hours to be used during the remainder of the calendar year.**
- **If a member is hired between April 1 and June 30, that member is entitled to thirty-two (32) personal hours to be used during the remainder of the calendar year.**
- **If a member is hired between July 1 and September 30, that member is entitled to twenty-four (24) personal hours to be used during the remainder of that calendar year.**
- **If a member is hired between October 1 and December 31, that member is entitled to sixteen (16) personal hours to be used during the remainder of that calendar year.**

**Section 18.3 Accrual and Carry Over**

Annual Vacation and Personal Leave Scheduling. Vacation and personal leave, to be taken in eight (8) hour shift increments may be scheduled on an annual basis as follows:

A. By November 1 of each year, the Chief **(or designee)** will ~~post~~ **make available to members** an annual calendar for the following year **which will include days on which no vacation or personal leave will be available, if any.** ~~The Chief may designate on the calendar shifts on which no vacation or personal leave will be available, which, if so designated, shall be limited to all shifts on July 4 and second shift on Trick or Treat Night.~~

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B. By December 1 of each year, members will indicate on the annual calendar their individual requests for vacation and personal leave for the following year.

C. By December 15 of each year, the Chief will post an approved annual calendar for the following year. Any conflicts in request for vacation or personal leave on the annual calendar shall be resolved based upon consideration of rank and seniority within each unit (shift), such that rank and then seniority (~~length of continuous service within the rank as a City of Bexley Police Dispatcher~~) shall govern in case of conflict, provided that:

1. By December 1 of each year, members will **turn in their preapproved requests** ~~indicate on the annual calendar their individual requests~~ for vacation and personal leave for the following year.

2. The Chief retains the right to cancel any vacation or personal leave on any day declared as an emergency and/or when an unexpected and extraordinary situation develops where additional officers are needed to maintain control and to preserve the public safety.

Subject to the approval of the Chief and based upon classification seniority, accrued vacation may be scheduled to be taken in one day increments. Each employee shall be required to schedule a full vacation during every anniversary year. It shall be the City's general policy that every employee shall use their vacation, and payment for accrued vacation in lieu of use of vacation will only be authorized in extraordinary circumstances. Vacation leave may accrue to an employee in an amount equal to the accrual of one year's vacation at an employee's current accrual rate. If an employee is not able to use the employees accrued vacation prior to the employee's next anniversary date, with the approval of the Chief the unused hours will automatically be converted into paid compensation at the rate of pay in effect in the pay period immediately preceding the anniversary date, and will be included in the first paycheck immediately following the employee's anniversary date. Notwithstanding the foregoing, a maximum of eighty (80) hours of vacation time may be carried over from year to year upon the written request of an employee to the Chief, with the exception that employees with **twenty-two** (22) or more years of vacation eligibility may carry over a maximum of (120) **one hundred-twenty hours of vacation leave.**

#### **Section 18.4 Termination of Employment**

An employee who is separated from City service through removal, resignation, retirement or a layoff and who has unused vacation leave available shall be paid in a lump sum for such unused vacation leave at the time of separation. When an employee dies, any unused vacation leave available shall be paid in a lump sum to the surviving spouse or, if there is no spouse, the estate of the deceased. Employees will also be paid for any unused personal days in addition to the vacation time.

#### **Section 18.5 Use of Vacation Leave**

Unit members may use vacation and personal leave in increments of no less than (1/2) hour, but only with the prior approval of the Captain, or in the Captain's absence, the unit supervisor (Sergeant or acting Sergeant). This leave may be granted during a shift if minimum manpower requirements and work load make it possible. Vacation leave in (1/2) hour increments will be

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approved, if at all, only if five (5) or more police officers will be on duty during the period in which the leave is to occur. The Captain or unit supervisor's decision to grant or not grant such leave is grievable to step four (Mayor/Safety Director) but is not arbitral.

**ARTICLE 19  
INSURANCE**

**Section 19.1 Maintenance of Current Insurance**

All members shall be furnished insurance as follows: health care insurance, dental care insurance, and vision care insurance, with the same benefit levels and coverage that is provided to the other employees and elected officials of the City. In addition, the City will furnish at no cost to the member, life insurance of seventy five thousand dollars (\$75,000) with double indemnity for members killed in the line of duty. Employees will be afforded the opportunity to purchase additional life insurance coverage, with each participating employee responsible for paying the cost of such additional life insurance coverage.

**Section 19.2 Premium Percentages**

- A. The following percentages of the premiums shall be paid by the City and each member for single or family coverage under the health insurance plan: R

	SINGLE	FAMILY
EMPLOYER	80%	80%
MEMBER	20 %	20%

- B. Bargaining unit members shall pay fifty percent (50%) of the monthly premium for vision and dental insurance.

**ARTICLE 20  
SICK LEAVE**

**Section 20.1 Sick Leave Accrual**

For each completed eighty (80) hours in active pay status, [seventy nine (79) or eighty one (81) hours during the pay period when the change from standard time to daylight savings time or vice versa occurs] (including, but not limited to, vacation, sick and personal leave), an employee shall earn 4.616 hours of sick leave. The amount of sick leave time which may be accrued is **one thousand nine hundred twenty** 1,920 hours. All hours of sick leave accrued in excess of **one thousand nine hundred twenty** 1,920 hours shall annually be converted into a cash payment on the basis of one hour of pay for each hour of unused sick leave which shall be made to an employee as soon as practicable after the close of each calendar year. Sick leave shall accrue and be recorded at the employee's base rate of pay in effect during the pay period when the sick leave is earned. Each time an employee is approved to use or convert sick leave, the sick leave available which accrued at the lowest base rate of pay shall be credited first. All



sick leave accrued prior to the effective date of Ordinance 15-90 shall be accounted for as if it had been earned at the base rate of pay in effect on January 1, 1990.

### **Section 20.2 Use of Sick Leave**

An employee may request sick leave for the following reasons:

- 1) Illness or injury of the employee or a member of the employee's immediate family.
- 2) Exposure of the employee or member of the employee's immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others.
- 3) Death of a member of the employee's immediate family.
- 4) Pregnancy, childbirth and/or related medical conditions
- 5) Necessary medical, dental or optical examinations or treatment of the employee or a member of the employee's immediate family. For the purpose of this Article, the "immediate family" is defined as only:

- Spouse
- Mother or Father
- Step-Mother or Step-Father
- Mother-In-Law or Father-In-Law
- Brother or Sister
- Grandparents or Spouse Grandparents
- Child or Stepchild
- Grandchild or Step Grandchild
- Brother-In-Law or Sister-In-Law
- Son-In-Law or Daughter-In-Law
- Legal Guardian or other person who stands in the place of a parent, or for whom the member stands in loco parentis.

In addition to the above family members, bargaining unit employees may take one day of sick leave for bereavement purposes only upon the death of an aunt or uncle.

### **Section 20.3 Sick Leave Approval**

An employee requesting sick leave shall inform the radio dispatcher on duty of the fact and reason at least two (2) hours prior to the employee's scheduled starting time. Failure to do so may result in denial of sick leave for the period of absence unless the employee provides to the department head a written explanation for non-compliance which the department head reasonably determines to be acceptable. The employee may be required to submit to a medical examination if the City suspects sick leave abuse. This examination may be conducted by the employee's physician and/or in consultation with a City designated physician at the discretion of the Mayor. The City may require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. If medical attention is required, a certificate stating the nature of the illness from a licensed physician or practitioner may be required to justify the use of sick leave. Falsification of illness information given verbally, by written, signed statement, by a physician's or practitioner's certificate or by any other means shall be grounds for disciplinary action up to and including dismissal. Prior to returning to duty, any member who is marked off sick for a period of three or more days must provide a certificate from an attending

physician or practitioner indicating the nature of the illness, the necessity for the member to be marked off and the member's fitness for return to normal duties.

### **Section 20.3 a Multiple Mark-Offs**

For members, the first two (2) days of the seventh and any subsequent sick mark off in a calendar year will be without pay unless one of the following exceptions apply:

- 1) Intermittent periods of sick leave for the same illness or injury, documented by the member's attending physician, will be counted as one mark off if they occur within a thirty (30) day period from the date the member returns to work. The member must submit a letter, with the medical documentation specified in this paragraph, to the Chief of Police requesting that the mark offs be combined.
- 2) Bereavement leave.
- 3) FMLA leave.

### **Section 20.4 Termination of service**

When a full-time employee terminates service, said employee also will receive one hour of pay for each eight (8) hours of unused sick leave to the employee's credit for total unused sick leave up to and including **three hundred twenty** ( 320) hours; one **(1)** hour of pay for each two **(2)** hours of unused sick leave in excess of **three hundred twenty** (320) up to and including **one thousand nine hundred twenty** (1,920) hours. The payment shall be calculated in accordance with subsection **one** (1) of this Article and shall constitute payment in full of all sick leave credit accrued but unused by the employee. No pay will be made to any employee, for any unused sick leave, unless it is in excess of two hundred thirty two (232) hours. When termination of service results from the death of the employee, all unused sick leave to such employee's credit shall be paid at the rate set forth above, in a lump sum to the employee's surviving spouse or, if there is no spouse, to the employee's estate.

### **Section 20.5 Wellness Payment**

Any member who works an entire quarter of a year without any use of sick leave shall be paid eight **(8)** hours of straight time which will be paid, if practicable, the next full pay period. A member may convert these hours to vacation leave, provided that advanced notice is given by the member to the Chief of this option by the end of each calendar quarter in which payments would otherwise be made. Use of sick leave as bereavement or use of injury leave under Article 21 shall not deprive a member of the Wellness payment.

## **ARTICLE 21** **INJURY LEAVE**

### **Section 21.1 Paid Injury Leave**

All Bargaining Unit members shall be allowed injury leave with full regular salary not to exceed one hundred thirty (130) workdays for each service connected injury. Injury leave with pay may be extended by the City Council upon such terms as the Council in its discretion may establish. Any injury leave extension decision by City Council is not subject to the Grievance Procedure.

**Section 21.2 Distinguished from Sick Leave**

The provisions of this Article dealing with injury leave are separate and apart from the contractual provisions relating to the accumulation and usage of paid sick leave.

**Section 21.3 Injury Leave Administration**

Injury leave may be granted to a Bargaining Unit member only for injuries determined by a licensed physician (and/or in consultation with a City designated physician at the discretion of the Mayor) to have so disabled such member that such member cannot perform the duties of the position. ~~For purposes of this Agreement, all heart diseases and respiratory diseases shall be considered as on-duty or service connected injuries~~

**Section 21.4 Coordination with Workers' Compensation**

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

**ARTICLE 22**  
**BEREAVEMENT LEAVE**

**Section 22.1 Bereavement Leave**

In the event of the death of a Bargaining Unit member's immediate family member, as defined in Section 20.2, the Bargaining Unit member shall be granted three (3) working days off as sick leave with regular pay to attend the funeral or to attend to any other necessary business. If the funeral occurs outside of the State of Ohio, the employee may be granted sick leave usage for a maximum of five (5) working days. Additional days may be approved by the Mayor on a case-by-case basis.

**ARTICLE 23**  
**CLOTHING ALLOWANCE**

**Section 23.1 Clothing Allowance**

Each member of the bargaining unit shall be authorized to purchase various articles of clothing to be worn as part of the member's official uniform as prescribed by the Chief of Police not to exceed **six hundred dollars (\$600.00)** per calendar year.

1. Invoices on such purchases are to be made to the City.
2. The City agrees that up to three hundred dollars (\$300) of the annual clothing allowance may be used, at a Bargaining Unit member's option, for dry cleaning of uniform parts.
3. The City will contract with a City-approved vendor to provide this service.

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**ARTICLE 24**  
**MILITARY LEAVE/JURY DUTY**

**Section 24.1 Military Leave**

Paid Military Leave of Twenty-Two (22) Days or Less. In each calendar year, members who serve in the Ohio National Guard, Ohio Military Reserve, Ohio Naval Militia, U.S. Air Force Reserve, U.S. Army Reserve, U.S. Marine Corps Reserve, U.S. Coast Guard Reserve, or the U.S. Naval Reserve (defined as "military duty") shall be granted military leave of absence without loss of pay for a period or periods not to exceed twenty-two (22) eight (8) hour days or one hundred seventy-six (176) hours during each federal fiscal year (October 1 to September 30) when a member is ordered to active duty, when a member is ordered to military training exercises conducted in the field, when a member fulfills his/her their unit training assembly requirements, and/or when the Governor of the State of Ohio or the President of the United States declares that a state of emergency exists, and the member is ordered to active duty for purposes of that emergency.

A member's regular wages shall be paid for the period (or periods) of time so served without deduction or offset for whatever amount such member may receive as military base pay.

Members are required to submit to the City an order or statement from the appropriate military commander as evidence of such duty. There is not a requirement that the service be in one continuous period of time. The maximum numbers of hours for which payment will be made in any one fiscal year under this provision is one hundred seventy-six (176) hours.

Members of those components listed in paragraph one above will be granted emergency leave for mob, riot, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such emergency leave will be without pay if it exceeds authorized military leave for the fiscal year. Members who are called or ordered to service by the President of the United States or an act of Congress for periods beyond the authorized military leave for the fiscal year shall be compensated consistent with the Ohio Revised Code. The leave will cover the official period of the emergency.

Members called to Active Duty by an order of the Governor or President, or an act of Congress shall be paid whichever is the lesser of Five Hundred (\$500) per month, or the difference of the total of their military wages and allowances and their City wages for active duty military leave beyond the one hundred seventy-six (176) granted each fiscal year. If the military wages and allowances are higher than the City wage, no difference will be paid. Members will be responsible for all regular deducted benefit segments.

**Section 24.2 Jury Duty Leave**

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

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**ARTICLE 25**  
**TUITION REIMBURSEMENT PROGRAM**

**Section 25.1 Participation**

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

**Section 25.2 Reimbursement**

For approved courses, a member shall be reimbursed one hundred percent (100%) of the tuition expense, to a maximum of four-thousand dollars (\$4,000.00) during each calendar year, provided that the member satisfactorily completes the approved course by attaining a grade of "C " or better. For approved courses, the City shall reimburse one hundred percent (100%) of the expenses incurred for required textbooks. The amount of the reimbursement for textbooks and laboratory fees shall be deducted from a member's maximum reimbursable tuition during each calendar year. No reimbursement is available for any other expense related to course attendance. Reimbursement shall be made to a member upon submission of official transcripts, tuition statements and receipt for textbooks and laboratory fees. However, any member who is granted course credit through verified learning experience or CLEP/DANTES examinations shall be reimbursed the cost of the test and / or application fee.

**Section 25.3 Tuition Reimbursement Repayment**

If a member within two (2) years of receipt of tuition reimbursement leaves City employment for any reason other than to commence regular or disability retirement, the member shall repay the City any and all tuition reimbursement received during the two (2) year period prior to leaving City employment.

**Section 25.4 Mileage for Training**

Use of Personal Vehicle - Mileage Reimbursement for Training. The City will provide mileage reimbursement to members for only the miles in excess of an employee's normal commute to work. Employees will attempt to take the shortest route from home to the training location. Such reimbursement shall be made at the IRS rate. Members must submit requests using the department's Mileage Reimbursement Form.

**ARTICLE 26**  
**NO STRIKE / NO LOCKOUT**

**Section 26.1 No Strike**

The Union recognizes that Bargaining Unit members are prohibited by state law from engaging in a strike during the term of this Agreement. In recognition of this prohibition, the Union shall meet any obligation imposed upon it by state law.

**Section 26.2 No Lockout**

The City recognizes that it is prohibited from instituting a lockout of Bargaining Unit members. The City shall meet any obligation imposed upon it by state law.

**ARTICLE 27**  
**WAIVER IN CASE OF EMERGENCY**

**Section 27.1 Waiver**

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

- 1) Time limits for replies on grievances: and,
- 2) All work rules and/or agreements and practices relating to the assignment of all employees.

**Section 27.2 Mayor's Action**

An "emergency" declared by the Mayor, as used in this Article, includes only those situations which prevent the normal day to day operations of the City.

**Section 27.3 Grievance Processing**

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

**ARTICLE 28**  
**FITNESS PROGRAM**

**Section 28.1**

Effective April 1, 2022 this bargaining unit may ( by majority vote ) choose to participate in the cities" Fitness Program"

**ARTICLE 29**  
**DISPUTE RESOLUTION PROCEDURE**

**Section 29.1**

The statutory dispute resolution procedure set forth in Ohio Revised Code Section 4117.14, including final offer settlement proceedings under Ohio Revised Code Section 4117.14(D)(1), shall be applicable to successor negotiations.

The dispute resolution procedure set forth in Ohio Revised Code Chapter 4117, including final offer settlement, shall be applicable to successor negotiations.

Agreement between FOP/OLC and City of Bexley- Animal Control Officer  
**2022-2024**

Duration All the provisions of this Agreement shall become effective upon signing the agreement unless other specified. This agreement shall continue in full force and effect until midnight, December 31, 2024.

Agreement between FOP/OLC and City of Bexley- Animal Control Officer  
**2022-2024**

Signed and dated at Bexley, Ohio, on this day of \_\_\_\_\_.

**SIGNATURE PAGE**

**FOR THE CITY OF BEXLEY:**

**FOR THE FRATERNAL ORDER OF  
POLICE, OHIO LABOR COUNCIL, INC.**

\_\_\_\_\_  
**Benjamin Kessler**  
Mayor, City of Bexley

\_\_\_\_\_  
**Tracy Rader, Staff Representative**  
Fraternal Order Of Police, Ohio Labor  
Council, Inc.

\_\_\_\_\_  
**Kenneth Gough**  
Interim Chief of Police

\_\_\_\_\_  
**Amy Jennings,**  
Animal Control Officer

\_\_\_\_\_  
**Marc Fishel**  
City Attorney

DATE \_\_\_\_\_

DATE-----



# COLLECTIVE BARGAINING AGREEMENT

Between

The City of Bexley



and

The  
Fraternal Order of Police/Ohio Labor  
Council, Inc.



Radio Dispatchers

January 1, 2022 through December 31, 2024

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2022-2024

**ARTICLE 1**  
**AGREEMENT**

**Section 1.1 Agreement**

This Agreement is made and entered into by and between the City of Bexley, Ohio (hereinafter referred to as the City), and the Fraternal Order of Police, Ohio Labor Council, Inc. (hereinafter referred to as the Union).

**Section 1.2 Purpose**

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

**Section 1.3 Severability**

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

**Section 1.4 Amendment of Agreement**

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

**Section 1.5 Past Benefits and Practices**

The City and Union agree that any past benefit or practice which is not contained in this Agreement shall not be altered or discontinued until the City has notified the Union of such intention and provided an opportunity for the Union to provide input through discussion at a Labor Relations Meeting.

**ARTICLE 2**  
**RECOGNITION**

**Section 2.1 Recognition**

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

**Section 2.2 Bargaining Units**

The Bargaining Units shall consist of all full-time police radio dispatchers. Excluded from this Bargaining Unit are all other employees. The inclusions and exclusions are as certified by the Ohio State Employment Relations Board in Case No.2012-REP-01-0002, dated June 25, 2012 and 2012-REP-10-0121 amended on November 15, 2012.

**ARTICLE 3**  
**UNION SECURITY**

**Section 3.1 Dues Deduction.**

The City agrees to deduct Union membership dues as certified by the Union to the City upon written authorization signed by the employee on a form to be provided and which may be presented to the City by the employee or the employee's representative. Fifty percent (50%) of membership dues shall be deducted from the first paycheck of each month and fifty percent (50%) from the second paycheck of each month. The City shall also deduct initiation fees and assessments of the exclusive representative upon presentation of a written deduction authorization by the employee. The City agrees to furnish to the Labor Council, once each calendar month, a warrant in the aggregate amount of the deductions made for that calendar month, together with a listing of the members for whom deductions were made.

**Section 3.2 Union Responsibility**

The parties agree that the City assumes no obligation, financial or otherwise, arising out of the provisions of this Agreement regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the City harmless from any claims, actions or proceedings including the defense thereof, by any employee arising from deductions made by the City pursuant to this Article. If requested, the Union shall pay for legal counsel (at no cost to the City) to defend the City in any claim, action or proceeding. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 3.3 City Responsibility**

The City shall be relieved from making individual dues deduction payments to the Union when a member:

- 1) Resigns or is separated from City employment
- 2) Is laid off from City employment
- 3) Provides written revocation of dues deduction authorization to both the City and the Union
- 4) Is on an unpaid leave of absence when the dues deduction would otherwise be due
- 5) At any time when dues are otherwise due, fails to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues, provided that the member's dues shall thereafter be deducted in the first

available pay period in which the member has sufficient wages to make the dues deduction in addition to all legally required deductions.

**Section 3.4 Errors in Processing**

It is agreed that neither the employees nor the Union shall have a claim against the City for errors in the processing of deductions unless a claim of error is made to the City in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues or fee deduction will normally be made by deducting the proper amount. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and for no other organization attempting to represent the employees within the Bargaining Unit as herein determined.

**Section 3.5 Bulletin Board**

The Union shall be permitted to maintain a Union bulletin board at Department headquarters. Such bulletin boards will be supplied by the City. Union bulletins, Union material, and communications of interest to Bargaining Unit members only shall be permitted to be posted on this board. No derogatory material shall be posted on the Union bulletin board.

**Section 3.6 Ballot Boxes**

The Union shall be permitted, upon prior notification to the Chief of Police, to place a ballot box at Department headquarters for the purpose of collecting members' ballots on all Union issues subject to ballot. Such box shall be the property of the Union and neither the ballot box nor its contents shall be subject to the Department's review.

**Section 3.7 Use of Intra-Department Mail System**

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

**ARTICLE 4**  
**NON-DISCRIMINATION**

**Section 4.1 Joint Pledge**

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

**Section 4.2 Gender**

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

**Section 4.3 City Pledge**

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

**Section 4.4 Union Pledge**

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

**ARTICLE 5  
GRIEVANCE PROCEDURE**

**Section 5.1 Grievance Defined**

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

**Section 5.2 Qualifications**

A grievance may be filed by Bargaining Unit member(s) or by the Union as group of Bargaining Unit members who are affected by the act or condition giving rise to the grievance in the same or similar manner. A Bargaining Unit member has the right to present grievances and have them adjusted, without intervention of the Union, as long as the adjustment is consistent with the terms of this Agreement and as long as the Union is present at the adjustment.

**Section 5.3 Jurisdiction**

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

## **Section 5.4 Grievance Procedure**

The following steps and procedures shall be utilized in the resolution of grievances:

- **Informal Procedure:** A grievance may be processed through an oral discussion with the employee's immediate supervisor within seven (7) calendar days of the day the grievant became aware or should have become aware of the incident giving rise to the grievance. If the informal discussion is used, the immediate supervisor shall meet informally with the grievant. Neither the supervisor nor the grievant shall be represented in these informal discussions, except by a local grievance representative.
- **Formal Procedure:**

### **STEP ONE:**

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

### **STEP TWO:**

- 1) Should the grievant *not* be satisfied with the response to the grievance at Step One of the procedure, the grievant may appeal the grievance to the Chief or designated next level supervisor. The grievant shall initiate this appeal within seven (7) calendar days after receipt of the Step One response, by delivering a copy of the Grievance Form containing the written responses from prior steps, and any other pertinent documents, to the office of the Chief (or designated supervisor.)
- 2) The Chief (or designated supervisor) shall date-stamp the Grievance Form on the date of its receipt. Within fourteen (14) calendar days of receipt of the Grievance Form, the Chief (or designated supervisor) shall investigate the grievance and shall schedule and conduct a meeting to discuss the grievance with, the grievant.
- 3) The grievant may bring to the meeting a Grievance Representative and/or a non-employee Union representative.
- 4) The Chief (or designated supervisor) may be joined in the meeting by any designated representative. The parties may mutually agree to the attendance of other persons.
- 5) At the meeting called for at this Step, the grievant and/or Representative will be permitted to give a full explanation of the grievance and the material facts relating thereto.
- 6) The City may elect to inquire of the grievant or respond in the meeting in addition to the required written response. Within seven (7) calendar days after the meeting at this Step, the Chief (or designated supervisor) shall submit to the grievant a written response to

the grievance, which response shall be signed and dated.

**STEP THREE:**

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

**Section 5.5 Time Off for Presenting Grievances**

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



**Section 5.6 Time Limits**

It is the City's and the Union's intention that all time limits in the above Grievance Procedure shall be met. However, to the end of encouraging thoughtful responses at each Step, the parties' designated representatives may mutually agree, at any Step, to time extensions, but any such agreement must be in writing and signed by the parties. In the absence of such mutual extensions, either party may, at any Step where a submission of the grievance appeal or a response is not forthcoming within the specified time limits, presume the grievance to have been advanced to the next Step in the Procedure on the day following the expiration of the time limit. Any Step in the Grievance Procedure may be waived by mutual consent. If an office specified for receipt of a grievance, grievance appeal, or grievance response is closed for an entire day, which day is the last day of the time period prescribed for the filing of a response to a grievance or grievance appeal, then the grievance, grievance appeal, or response may be filed on the next day on which such office is open.

**Section 5.7 Representative in Meetings**

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

**Section 5.8 Grievance Forms**

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

**ARTICLE 6**  
**ARBITRATION**

**Section 6.1 Selection of Arbitrator**

Within fourteen (14) calendar days following the receipt of the Union's written notification of the Union's intention to proceed to arbitration, the Mayor/Safety Director or the Chief of Police, either personally or through an appropriate City designee, and the Union will consult and attempt to select an impartial arbitrator by mutual agreement. In the event these representatives cannot reach agreement on an arbitrator, by joint letter the parties will request the American Arbitration Association, or the Federal Mediation Conciliation Services, to submit a panel of nine (9) arbitrators from which the City and the Union shall select one by mutual agreement. If an agreement cannot be reached as to one mutually acceptable arbitrator from the panel, an arbitrator will then be selected by the representatives of the parties by alternatively striking names and selecting the final remaining name. Either party shall have the option to completely reject the list of names and request another list only once.

**Section 6.2 Authority of Arbitrator**

The arbitrator shall conduct a fair and impartial hearing on the grievance hearing testimony and evidence from both parties, unless the parties mutually agree to submit their dispute on written stipulations. The arbitrator shall not have authority to add to, subtract from, modify, change or alter any provision of this Agreement. The arbitrator shall be expressly confined to the precise issue(s) submitted for arbitration and shall, absent mutual agreement of the parties, "have no authority to determine any other issue not so submitted. The arbitrator shall not issue observations or declarations of opinion which are not directly essential in reaching a decision on the issue(s) in question. The" arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In disciplinary cases, the arbitrator shall have the authority to affirm, disaffirm or modify said discipline. The question of arbitrability of a grievance may be raised by either party before the arbitrator hears the merits of the grievance. If a question of arbitrability is raised, the arbitrator may either rule on this issue or reserve ruling on the same and hear the merits of the grievance before issuing a ruling on this question. The decision of the arbitrator shall be final and binding upon the Union, its grievant, and the City.

**Section 6.3 Arbitration Costs**

The costs of any proof produced at the direction of the arbitrator, and the rent, if any, for the hearing room shall be borne equally by each party. The expenses of any non-employee witnesses shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript. Any affected member in attendance for such hearing shall not lose pay or any benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing. All costs directly related to the services of the arbitrator shall be split equally by both parties. Nothing herein precludes the parties' ability to reach a settlement wherein the arbitrator's fees are allocated by mutual agreement of the parties.

**Section 6.4 Arbitrator's Award**

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

**ARTICLE 7**

**UNION REPRESENTATION**

**Section 7.1 Union Representatives**

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

**Section 7.2 Grievance Representatives**

The Union shall designate no more than one (1) member of the Bargaining Unit to serve as Grievance Representative who shall be recognized by the City. It is understood that the

Grievance Representative may, while on duty, assist members in the processing of grievances and consult with Union Representatives and members in regard to contractual matters, provided that advance supervisory approval is obtained and provided such activity does not interfere with, disrupt, or interrupt normal departmental operations.

### **Section 7.3 Union Representatives**

Any Authorized Union Representative will be released with pay, or compensatory time to attend negotiations meetings, not to exceed one representative.

## **ARTICLE 8** **MANAGEMENT RIGHTS**

### **Section 8.1 Management Rights and Responsibilities**

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

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of service, its over-all budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Discipline, suspend demote, or discharge for just cause; or layoff, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Employer as a unit of government;
- H. Effectively manage the work force;
- I. Take action to carry out the mission of the public employer as a governmental unit.

### **Section 8.2 Matters Bargained and Not Bargained**

The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of reasonable policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express terms of the Agreement. The City is not required to bargain with the Union during the terms of this Agreement on subjects reserved to its management and direction, except as affect wages, hours, terms and other conditions of employment and the continuation, modification or deletion of a provision of this Agreement.

**ARTICLE 9**  
**INVESTIGATIONS, CORRECTIVE ACTION AND RECORDS**

**Section 9.1 Internal Investigations**

This section is designed to address internal investigations of members of the Bargaining Unit. During such investigations, the following criteria apply:

- A. Whenever an investigation appears to be leading to an employee being disciplined including being suspended from work or discharged, the employee will receive notice, in advance of the interview, as to the specific facts which support allegations made against the member. During such questioning, the employee has the right of choice to privately consult with and be advised by Union Representative from the employee's Bargaining unit or an attorney, provided that such representative is not also a subject of the investigation.
- B. Whenever an investigation appears to be leading to criminal charges being brought against an employee, the employee will be informed of the criminal nature of the investigation prior to any questioning. During such questioning, the employee has the right to be represented and advised by a Union Representative from the employee's Bargaining Unit, a FOP/OLC Staff Representative and or an attorney, provided that such representative is not also a subject of the investigation.
- C. In all internal investigations, the member's chosen representative shall have a reasonable period of time to appear for the investigation interview. However, such interviews shall not be unduly delayed due to the unavailability of a particular representative.
- D. Before a member may be charged with insubordination for refusing to answer questions or participate in any investigation, the member shall be advised that such conduct, if continued, may be the basis for such a charge.
- E. Any interviewing of a member will be conducted at hours reasonably related to the member's shift, preferably during work hours, unless the seriousness of the offense in question warrants otherwise. Sessions shall be for reasonable periods of time and time shall be allowed during such interviews for rest periods and attendance to other personal necessities.
- F. Members shall be informed of the nature of the investigation prior to any questioning, including whether or not the investigation is focused on the member for either a potential felony or misdemeanor charge if known at the time.
- G. When a member suspected of a violation is being interviewed in an internal investigation, such questioning will be taped by the City. A copy of the tape will be provided to the member being investigated, if requested.
- H. Any evidence obtained in the course of internal investigations through the use of threats, coercion, or promises shall not be admissible in any subsequent criminal action or internal hearing. However, explaining to a member that potential corrective action could result if the member continues to refuse to answer questions or participate in an investigation shall not be construed as such threats, coercions, or promises. Further, explanation of the potential disciplinary consequences as to the matter under investigation shall not be construed as a threat or coercion.
- I. In the course of internal investigations, a member may be given a polygraph examination "only if the member is the primary focus of the investigation or a known

witness to an incident which precipitates the investigation, or at the member's written request directly to the Chief of Police. No polygraph examination shall be administered without the member's consent. However, refusal to consent to a polygraph is evidence which may be admitted in a disciplinary proceeding. Polygraph examinations shall be administered by a polygraph examiner certified by a school accredited by the American Polygraph Association, provided that the polygraph examiner is from an outside agency and has no interest in the proceedings. No polygraph examination may be given without the advance permission of the Chief of Police (or designee). The results of the examination shall not be used in any subsequent criminal action unless agreed to by both parties. For purposes of the Agreement, polygraph examinations include, without limitation, devices, instruments and procedures which purport to differentiate between truthful and untruthful statements (e.g. polygraphs, psychological stress evaluations (PSE), etc.).

- J. When a member is to be interviewed in an investigation of any other member, such interview will be conducted in accordance with the procedures established in this section.
- K. A member who is charged with violating Department orders or regulations will be provided a copy of the report issued as a result of the completed investigation. Such access shall be provided in advance of any Department hearing related to the charge involved.
- L. All complaints, internal investigation and Department charges shall initially be investigated by a supervisor who shall make recommendations to the Chief of Police through the chain of command. Prior to any suspension, reduction in pay, position or termination being taken against any member based on complaints or charges, the Mayor/Safety Director shall conduct a hearing. At such hearing, the member and/or the member's representative shall have the opportunity to confront and cross-examine any accusers and offer testimony and other evidence on the member's behalf. Reasonable advance notice (no less than forty-eight [48] hours) of a hearing date and time, as well as the charges to be heard, will be provided to the member.
- M. Any member who has been under internal investigation and has been interviewed shall be informed, in writing, of the outcome of the case at the conclusion of the investigation.
- N. If any of these procedures are violated, such violation shall be subject to the Grievance Procedure beginning at Step 3.
- O. A member may make a public records request prior to the investigation interview.

### **Section 9.2 Corrective Action for Cause**

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

### **Section 9.3 Progressive Corrective Action**

The principles of progressive corrective action will be uniformly followed with respect to minor infractions, as determined by the Chief of Police. The progression may include a documented counseling, a written reprimand, and a suspension for the same or related offenses prior to

dismissal. The City may deviate from this progression for serious job related misconduct or for any serious criminal misconduct.

#### **Section 9.4 Departmental Hearings**

Prior to a Departmental hearing before the Mayor/Safety Director, the Bargaining Unit member will receive from the Chief of Police a written statement of all charges and specifications. At such hearing, the member will be allowed to be represented by a Union representative, will be allowed to call witnesses and will be given an opportunity to cross-examine adverse witnesses. A member who is charged, the member's attorney or Union Representative may make a request for a continuance of the hearing which shall be granted by the Mayor/Safety Director, where good cause is shown. If a member is charged with a serious offense(s) that could result in the suspension or termination of the member's employment, the member may be suspended from performing regular duty without loss of pay until a hearing is held on these allegations. Such hearing will be scheduled by the Safety Director within five (5) working days from the date the member is made aware of the offense(s).

#### **Section 9.5 Appeal from Mayor's Disciplinary Decision**

A member may appeal a disciplinary decision made by the Mayor/Safety Director directly to arbitration without resort to the steps in the grievance procedure set forth in Section 5.4. Such appeal must be made with the approval of the Union within fourteen (14) calendar days of the member's receipt of the disciplinary decision of the Mayor/Safety Director. In order to invoke the arbitration process, the appeal must be delivered by hand or received by the Mayor/Safety Director within this fourteen (14) calendar day period.

#### **Section 9.6 Duration of Records**

Advice and Instruction Memorandum. The Department may use an Advice and Instruction Memorandum for instruction purposes. Such a Memorandum is not part of the disciplinary progression and is not a progressive disciplinary record. An Advice and Instruction Memorandum may be retained for no more than six (6) months after the date of issuance. Progressive disciplinary records shall be maintained as follows:

- A. Documented counseling is a warning which is the first step in the disciplinary progression. This is different from an advice and instruction memorandum which is not part of the disciplinary progression. The record of a documented counseling may be retained for no more than one (1) year after the date of issuance, provided that no intervening discipline occurs within this one (1) year period, and the record of a documented counseling shall have no further force and effect and shall be removed from the file upon request of the member. The retention period shall be extended for a like period of time if disciplinary action of the same or similar nature is taken against a member.
  - Advice and instruction memorandum\* may be retained for no more than six (6) months.
- B. Written reprimands may be retained for no more than two (2) years after the date of issuance, provided that no intervening discipline occurs within this two (2) year period,

and the record of a written reprimand shall have no further force and effect and shall be removed from the file upon request of the member. The retention period shall be extended for a like period of time if disciplinary action of the same or similar nature is taken against a member.

- C. Suspensions of less than thirty (30) working days may be retained for no more than four (4) years after the date of issuance, provided that no intervening discipline occurs within this four (4) year period, and shall be removed from the file after this period upon request of the member. The retention period shall be extended for a like period of time if disciplinary action of the same or similar nature is taken against a member.
- D. Suspensions of thirty (30) working days or more, reductions, or removals will not be removed from the member's personnel file.

### **Section 9.7 Review of Personnel Files**

Every member shall be allowed to review any of their own personnel files at any reasonable time upon written request. A member of the Union may also authorize an attorney or Union representative to review the personnel file. Such request shall be made to the supervisor directly responsible for the maintenance of such files and such review shall be made in the presence of such supervisor (or designee). No unfounded, unsubstantiated, inaccurate, irrelevant, untimely or incomplete information as determined by the City shall be maintained in a member's personnel file.

### **Section 9.8 Inaccurate Documents**

Should a member have reason to believe there are improper or inappropriate documents in the member's file, the member may notify the Chief of Police in writing of the alleged improper or inappropriate information. The member shall have the right to submit a written statement detailing objections to the materials in question. If the claim is agreed to by the Chief of Police, the parties will attach the appropriate documentation to substantiate the agreement. If the claim cannot be mutually agreed upon, the member and/or the City may attach a written rebuttal to the material in question.

### **Section 9.9 Performance Evaluations**

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

### **Section 9.10 Placement of Material in Personnel File**

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



member's personnel file.

## **ARTICLE 10** **WORK RULES AND DIRECTIVES**

### **Section 10.1 New Work Rules**

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

### **Section 10.2 Effect of Work Rules**

Any charge by a member that a work rule is in violation of this Agreement shall be the proper subject of a grievance, as is a charge that a work rule has not been applied or interpreted uniformly to all affected members. No member shall be disciplined for an alleged violation of a work rule which has not been promulgated as set forth in Section 10.1 of this Article.

### **Section 10.3 Public Records**

The City obligates itself to promptly attempt to notify a member when a public records' request is made to review the member's personnel file and the City intends to comply with the request. The member shall be allowed to review the file prior to the request being honored if the member chooses.

## **ARTICLE 11** **LABOR RELATIONS MEETINGS**

The parties agree that Labor Relations Meetings for this Bargaining Unit may be held jointly with other bargaining units. When that occurs, the provisions of this Article will be waived.

### **Section 11.1 Philosophy**

The City and the Union recognize the responsibility each have to make full use of the knowledge, talent and commitment of all who are involved in the delivery of police services to the citizens of the City. The City and the Union recognize the benefit to each of exploration and study of issues which may enhance or detract from the ability of the Department to provide the highest standards of service. Toward this end, the City and the Union agree to create and maintain Labor Relations Meetings as an active forum for the exploration of mutual concerns. The City and the Union shall use this forum not as a substitute for collective bargaining nor as a mechanism for modifying the Agreement; rather, the forum is seen as an adjunct to the collective bargaining process and as an aide in implementing and maintaining the Agreement. This forum will also be useful as a place to discuss issues which arise outside the context of collective bargaining but which represent impediments to a quality work environment or which threaten the Department's ability to deliver police services in the most efficient manner possible. No issue which is the subject of a pending grievance will be decided in this forum unless mutually agreed to by the City and the Union.



### **Section 11.2 Role of Participants**

Participation in Labor Relations Meetings does not imply a change in roles for the participants relative to their duties within the Department or the Union. Each participant will continue to have the same responsibilities and obligations as now fall upon the participant consistent with the participant's rank. Police decisions now within the Chief's responsibility shall continue to be made by the Chief of Police. Decisions relative to the conduct of affairs of the Union will continue to be made by the Union. Participation in Labor Relations Meetings will not change former roles; however, it is the expectation of both parties that the free flow of information and the active discussion of common concerns will positively influence both the decisions made by each party and the chances for acceptance of those decisions.

### **Section 11.3 Times of Meetings**

Unless mutually agreed otherwise, once every month on a mutually agreeable day and time, the Mayor/Safety Director (or designated representative), and not more than three (3) other members of management shall meet with not more than one (1) employee representative and one non-employee representative of the Union who are selected by the Union. Upon mutual agreement, non-participants may be included in meetings if they are thought to have information or resources which could assist in the resolution of agenda items. Furthermore, it is agreed by both the City and the Union that additional meetings shall be held as often as is mutually agreed necessary. Agendas will be exchanged by both parties at least five (5) working days in advance of the scheduled meetings which contain a list of matters to be taken up in the meeting and the names of those representatives who will be attending.

### **Section 11.4 Commitments**

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

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

#### **The City agrees:**

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

#### **The Union agrees:**

- A. It will work in good faith with the City to reach consensus on the best means for resolving issues.

- B. It will take whatever actions are necessary to keep the Bargaining Unit members informed about developments in the Labor Relations Meetings and decisions made through this process.

### **Section 11.5 Purpose**

The purpose of such meeting shall be to:

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

### **Section 11.6 Miscellaneous**

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

## **ARTICLE 12** **LAYOFFS / JOB ABOLISHMENTS**

### **Section 12.1 Action**

When the City determines that a layoff or job abolishment is necessary, the City shall determine the classification(s) to be affected and notify the member(s) with the least seniority within the classification(s) a minimum of thirty (30) days in advance of the layoff or job abolishment. The least senior member within the affected classification shall be first laid off and any layoffs thereafter shall be by reverse seniority by classification. The City agrees to discuss with the Union the impact of the layoff or job abolishment's on Bargaining Unit members prior to the City's notification to the affected employees.

### **Section 12.2 Recall and Reinstatement**

When employees are laid off, the City shall create a recall list. The City shall recall employees by classification from layoff as needed. The recall shall be according to seniority beginning with the most senior employee within the classification being recalled and progressing to the least senior employee. An employee shall be eligible for recall for a period of three (3) years after the

2022-2024

effective date of the layoff. Notice of recall from a layoff shall be sent to the Bargaining Unit member by certified mail with copies to the Union. The mailing shall be to the last mailing address provided by the Bargaining Unit member and the Bargaining Unit member has an obligation to keep the City advised of this current mailing address. The recalled employee shall have fourteen (14) calendar days following the receipt of the recall notice to notify the City of the intention to return to work and shall have fourteen (14) calendar days following the receipt of the recall notice in which to report to duty, unless a later date is otherwise specified.

## **ARTICLE 13** **MISCELLANEOUS**

### **Section 13.1 Health and Safety**

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

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

### **Section 13.2 Agreement Copies**

As soon as possible, following the signing of this Agreement, the City and the Union shall have copies of this Agreement **printed**. Copies shall be provided to the City and the Union for distribution to all Bargaining Unit members.

### **Section 13.3 Liability Insurance**

The City agrees to continue to furnish and maintain a liability policy which will indemnify and reimburse the cost of defense and to protect Bargaining Unit members from loss, liability, claims and suits resulting from their duties ~~as Police Radio Dispatchers of~~ with the City.

### **Section 13.4 Probationary Period**

Every newly hired full time employee will be required to successfully complete an initial probationary period. The initial probationary period shall be twelve (12) months from the date of hire. A newly hired employee may be terminated at any time during the probationary period for unsatisfactory service and shall have no right to appeal the termination under this Agreement.

## **ARTICLE 14** **WAGES**

**Section 14.1 Wages** The following salary schedule for Dispatchers is to become effective on the dates listed below:

Agreement between FOP/OLC and City of Bexley- Dispatchers  
**2022-2024**

Effective January 1, 2022 4%

STEPS	1	2	3
HOURLY	\$25.12	\$29.56	\$34.03
ANNUAL EQUIVALENT	\$52,249.60	\$61,484.80	\$70,782.40

Effective January 1, 2023 4%

STEPS	1	2	3
HOURLY	\$26.12	\$30.74	\$35.39
ANNUAL EQUIVALENT	\$54,339.58	\$63,944.19	\$73,613.69

Effective January 1, 2024 3%

STEPS	1	2	3
HOURLY	\$26.91	\$31.66	\$36.45
ANNUAL EQUIVALENT	\$55,969.77	\$65,862.52	\$75,822.11

**Section 14.2**

Each step increase in the wage scale as set forth in subsection 1 of this Article shall become effective on each Bargaining Unit member's anniversary date of hire.

**Section 14.3**

All members shall be paid bi-weekly.

**Section 14.4 Application of Pay Rates**

The rates of pay set forth in subsection 1 of this Article are based on full time employment of forty (40) hours in a workweek, eighty (80) hours in a biweekly period, and two thousand eighty (2,080) hours annually.

**Section 14.5 Advanced Starting Pay**

At the sole discretion of the Chief a Dispatcher may receive starting pay at an advanced step rather than under Step 1. The decision will be based on the Dispatcher's experience, education or expertise.

**ARTICLE 15**  
**LONGEVITY PAY / SHIFT DIFFERENTIAL**

**Section 15.1 Longevity Pay**

All members shall be entitled to longevity pay effective on each member's anniversary date. Such longevity pay shall be paid annually and will be included in the first full pay following the member's anniversary date each year and shall be in accordance with the schedule below:

Agreement between FOP/OLC and City of Bexley- Dispatchers  
2022-2024

Beginning Year	Effective: January 2022
5	\$1,000.00
9	\$1,150.00
13	\$1,300.00
17	\$1,600.00
21	\$2,000.00

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

**Section 15.2 Longevity for the purposes of overtime calculations only**

Longevity pay will be included to calculate the regular hourly rate of pay for the member.

**Section 15.3 Shift Differential Pay**

Shift differential pay, in the amount of (\$1.15) per hour, shall be provided for a forty (40) hour work week and for which the majority of work hours occur after 2:30 P.M. and prior to 6:30 A.M., and to members normally assigned to such hours regardless of the shift hours they actually work, for all hours worked but excluding hours in paid status while on approved leave, except for injury leave. Employees who work at least four (4) hours of overtime during these hours shall receive shift differential.

**Section 15.4 Method of Shift Differential Payment**

Shift differential pay shall be paid only for actual hours worked during the work day. Shift differential shall not be paid in addition to regular pay for any hours of leave with pay. If shift differential pay is applicable and authorized overtime occurs in conjunction with the regular work day, the shift differential shall be paid for each hour of overtime worked. However, the shift differential pay shall not be added to the base hourly rate prior to computing the overtime rate. Shift differential pay is not applicable to court appearance time, but is applicable to hours worked when called back to duty if the member otherwise qualifies for the shift differential pay. Shift differential pay will be paid on a biweekly basis and will not be cumulative under any circumstance.

**Section 15.5 Training Pay**

Any employee who performs training to other new hire employees shall receive a pay supplement of two dollars (\$2.00) per hour for every hour spent training new hire employees.

**ARTICLE 16**  
**HOLIDAYS**

**Section 16.1 Holidays**

The following shall be considered legal holidays for Bargaining Unit members:

- |    |                        |                               |
|----|------------------------|-------------------------------|
| 1  | New Year's Day         | (January 1st                  |
| 2  | Martin Luther King Day | (3rd Monday in January        |
| 3  | President's Day        | (3rd Monday in February       |
| 4  | Memorial Day           | (1st Monday in May            |
| 5  | <b>Juneteenth</b>      | <b>(June 19<sup>th</sup>)</b> |
| 6  | Independence Day       | (July 4th.                    |
| 7  | Bexley Day             | (Second Monday in August      |
| 8  | Labor Day              | (1st. Monday in September     |
| 9  | Veteran's Day          | (November 11th.               |
| 10 | Thanksgiving Day       | (4th Thursday in November     |
| 11 | Christmas Day          | (December 25th.               |

**Section 16. 2 Holiday Pay**

Holiday pay for the entire calendar year shall be calculated as an hourly rate and shall be included in the member's base hourly rate, including for purposes of overtime calculation.

**Section 16.3 Called to Work on a Holiday**

Whenever a member is called in to work on a holiday, and the member was not regularly scheduled to work on that holiday, the member will receive two (2) times the member's regular rate of pay for all overtime hours worked. If a member is scheduled to work on the holiday, but is called in at a time prior to or after the scheduled shift, but not contiguous to the shift, the member will also receive two (2) times the regular rate of pay for all overtime hours worked.

For purposes of this Article, a holiday shall be one of the days listed in section 16.1 above beginning at midnight and ending at 11:59 p.m.

**ARTICLE 17**  
**REGULAR WORK PERIODS AND OVERTIME**

**Section 17.1 Definition**

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

### **Section 17.2 Overtime**

All hours in paid status in excess of forty (40) hours per week shall be compensated at the rate of one and one-half (1 1/2) times the member's straight time hourly rate of pay including any longevity increment. No member shall be paid for overtime work which has not been authorized by a supervisor.

### **Section 17.3 Court Pay**

For court appearances scheduled at a time other than a member's regularly scheduled shift, a member shall be paid a minimum of three (3) hours overtime, including any longevity increment, for all court appearances.

### **Section 17.4 Training**

In the case of a member's overtime resulting from attendance at a regularly scheduled training or educational school, class or clinic, overtime will be calculated at one and one-half (1 1/2) times the number of hours actually worked in training including any longevity increment.

### **Section 17.5 Substitution (Trading) of Time**

If a member, with the approval of a supervisor, and solely at the member's option, agrees to substitute during scheduled work hours for another member, the hours the member works as a substitute shall be excluded in the calculation of hours for which the member is entitled to overtime. The Department is permitted, but not required, to keep a record of the hours of the substitute work.

### **Section 17.6 Call In Pay**

- 1) When a member is ordered to report to work at a time which is not contiguous to the member's regularly scheduled shift, the member shall be paid a minimum of three (3) hours at the overtime rate including the longevity increment. Notwithstanding the above, the provisions of paragraph (2) shall apply.
- 2) Paragraph (1) of this section shall not apply if the member is ordered to report for a disciplinary hearing or a grievance hearing where the member is the subject of such disciplinary hearing or of which the member is the grievant.

### **Section 17.7 Compensatory Time**

A member may accumulate and maintain up to eighty (80) hours of compensatory time. The member must notify the City each pay period to indicate that they want this earned overtime to be accumulated as compensatory time. Compensatory time off requests must be made in advance and are subject to supervisory approval. Compensatory time may be carried over up until January 31<sup>st</sup> of the succeeding year adjusted to the rate of pay in effect in the preceding year.

**Section 17.8 Compensatory Time Annual Conversion**

A member has the option to be paid out for compensatory time hours which have been accumulated but not used in any calendar year, provided that the member notifies the City by January 31<sup>st</sup> of the following year the number of hours the member requests to be paid for. Such payment shall be made at the member’s hourly rate of pay as of December 31<sup>st</sup> of the calendar year in which the compensatory time was earned and accrued. Such payment shall be made in February of the following year.

**Section 17.9 Dispatcher Coverage**

If the Union employee who is scheduled to perform dispatching duties is unavailable to perform that work as scheduled, the City shall give the initial opportunity to fill the absence to the part-time dispatchers, then to the members of the Police Dispatcher bargaining unit **that** is qualified to perform dispatching functions.

If the absence causes a shift to not be covered, the supervisor will determine how the shortage is to be covered. One alternative is for the dispatcher on the preceding shift to be held over four (4) additional hours and the dispatcher on the following shift to be brought in four (4) hours early.

**ARTICLE 18**  
**VACATION AND PERSONAL DAYS**

**Section 18.1**

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

Beginning year(s) Of Service	Vacation Hours
<b>6 months</b>	<b>44</b>
2	96
4	120
8	152
12	160
15	192
18	200
22	240

**Section 18.2 Personal Days**

In addition to any vacation days accrued, each Bargaining Unit member will receive five (5) personal days off per calendar year, **except that during a member’s first calendar year of service, personal leave entitlement is as follows:**

- **If a member is hired between January 1 and March 31, that member is entitled to forty (40) personal hours to be used during the remainder of that calendar year.**



- **If a member is hired between April 1 and June 30, that member is entitled to thirty-two (32) personal hours to be used during the remainder of that calendar year.**
- **If a member is hired between July 1 and September 30, that member is entitled to twenty-four (24) personal hours to be used during the remainder of that calendar year.**
- **If a member is hired between October 1 and December 31, that member is entitled to sixteen (16) personal hours to be used during the remainder of that calendar year.**

### **Section 18.3 Accrual and Carry Over**

Annual Vacation and Personal Leave Scheduling. Vacation and personal leave, to be taken in eight (8) hour shift increments may be scheduled on an annual basis as follows:

A. By November 1 of each year, the Chief (**or designee**) will ~~post~~ **make available to members** an annual calendar for the following year **which will include days on which no vacation or personal leave will be available, if any.** ~~The Chief may designate on the calendar shifts on which no vacation or personal leave will be available, which, if so designated, shall be limited to all shifts on July 4 and second shift on Trick or Treat Night.~~

B. By December 1 of each year, members will **turn in their preapproved requests** ~~indicate on the annual calendar their individual requests for vacation and personal leave for the following year.~~

C. By December 15 of each year, the Chief will post an approved annual calendar for the following year. Any conflicts in request for vacation or personal leave on the annual calendar shall be resolved based upon consideration of rank and seniority within each unit, such that rank and then seniority (length of continuous service within the rank as a City of Bexley Police Dispatcher) shall govern in case of conflict, provided that:

1. The Chief will approve vacation and/or personal leave, provided that such leave will not result in fewer than one (1) Dispatcher per shift to be on duty.

2. The Chief retains the right to cancel any vacation or personal leave on any day declared as an emergency and/or when an unexpected and extraordinary situation develops where additional dispatchers are needed to maintain control and to preserve the public safety.

3. Subject to the above conditions, the City shall approve at least ninety-six (96) hours of annual vacation leave/personal leave for each dispatcher making such requests during the pre-approval period regardless of shift shortages such approval may create. Each dispatcher shall designate the ninety-six (96) hours **the dispatcher** wants to be guaranteed at the time the request is submitted during the pre-approved period. This provision is not designed to restrict dispatchers to requesting no more than ninety-six (96) hours during the

pre-approval but only ninety-six (96) hours are guaranteed. The City may fill shift shortages in accordance with section 18.6.

D. If a conflict later develops, then any readjustment to the approved annual calendar shall be in reverse seniority.

Subject to the approval of the Chief and based upon classification seniority, accrued vacation may be scheduled to be taken in one day increments. Each employee shall be required to schedule a full vacation (at least 40 consecutive hours) during every anniversary year. It shall be the City's general policy that every employee shall use their vacation, and payment for accrued vacation in lieu of use of vacation will only be authorized in extraordinary circumstances. Vacation leave may accrue to an employee in an amount equal to the accrual of one year's vacation at an employee's current accrual rate. If an employee is not able to use the employees accrued vacation prior to the employee's next anniversary date, with the approval of the Chief the unused hours will automatically be converted into paid compensation at the rate of pay in effect in the pay period immediately preceding the anniversary date, and will be included in the first paycheck immediately following the employee's anniversary date. Notwithstanding the foregoing, a maximum of eighty (80) hours of vacation time may be carried over from year to year upon the written request of an employee to the Chief, with the exception that employees twenty-two (22) or more years of vacation eligibility may carry over a maximum of one hundred twenty (120) hours of vacation leave.

#### **Section 18.4 Termination of Employment**

An employee who is separated from City service through removal, resignation, retirement or a layoff and who has unused vacation leave available shall be paid in a lump sum for such unused vacation leave at the time of separation. When an employee dies, any unused vacation leave available shall be paid in a lump sum to the surviving spouse or, if there is no spouse, the estate of the deceased. Employees will also be paid for any unused personal days in addition to the vacation time.

#### **Section 18.5 Use of Vacation Leave**

Unit members may use vacation and personal leave in increments of no less than (1/2) hour, but only with the prior approval of the Captain, or in the Captain's absence, the unit supervisor (Sergeant or acting Sergeant). This leave may be granted during a shift if minimum manpower requirements and work load make it possible-The Captain or unit supervisor's decision to grant or not grant such leave is grievable to step four (Mayor/Safety Director) but is not arbitral.

#### **Section 18.6 Scheduling of Vacation**

- 1) All vacation requests must have prior approval. In the event of two or more employees requesting the same period of time for vacation, the time off will be awarded on a seniority basis within the Bargaining Unit.
- 2) If the granting and scheduling of vacation causes a shift to not be covered, the supervisor will determine how the shortage is to be covered. One alternative is for the dispatcher on the preceding shift to be held over four (4) additional hours and the dispatcher on the following shift to be brought in four (4) hours early.

- 3) More than one dispatcher may be off at any one time, with the understanding the supervisor has the sole authority to approve or disapprove all vacation requests. Vacation requests will not be approved, however, unless coverage for the shift has been arranged using part-time dispatchers or other Bargaining Unit members.
- 4) For purposes of this subsection, "supervisor" means the Chief of Police (or designee).

During the pre-approved vacation requests period, a shift shortage may occur on holidays due to an open shift. The shift shortage will be offered to the part-time dispatchers and if declined it will be offered to the full-time dispatchers

**Section 18.6 a Shift Shortage**

In the event of a shift shortage, a dispatcher/part time dispatcher may volunteer to work sixteen (16) hours consecutively only if another member of the bargaining unit is unavailable to either split or work the entire shift. A dispatcher may only work sixteen (16) hours consecutively (twice) in a calendar year unless otherwise approved by the Captain or, in the absence, the unit supervisor (sergeant or acting sergeant).

**Section 18.6 b Shift Shortage**

A member shall have the option while on vacation/personal leave to accept overtime if a shift shortage should occur **except their own scheduled shift.**

**ARTICLE 19 INSURANCE**

**Section 19.1 Maintenance of Current Insurance**

All members shall be furnished insurance as follows: health care insurance, dental care insurance, and vision care insurance, with the same benefit levels and coverage that is provided to the other employees and elected officials of the City. In addition, the City will furnish at no cost to the member, life insurance of seventy five thousand dollars (\$75,000) with double indemnity for members killed in the line of duty. Employees will be afforded the opportunity to purchase additional life insurance coverage, with each participating employee responsible for paying the cost of such additional life insurance coverage.

**Section 19.2 Premium Percentages**

- A. The following percentages of the premiums shall be paid by the City and each member for single or family coverage under the health insurance plan:

	SINGLE	FAMILY
EMPLOYER	80%	80%
MEMBER	20 %	20%

- B. Bargaining unit members shall pay fifty percent (50%) of the monthly premium for vision and dental insurance.

**ARTICLE 20**  
**SICK LEAVE**

**Section 20.1 Sick Leave Accrual**

For each completed eighty (80) hours in active pay status, [seventy nine (79) or eighty one (81) hours during the pay period when the change from standard time to daylight savings time or vice versa occurs] (including, but not limited to, vacation, sick and personal leave), an employee shall earn 4.616 hours of sick leave. The amount of sick leave time which may be accrued is one thousand nine hundred twenty (1,920) hours. All hours of sick leave accrued in excess of one thousand nine hundred twenty (1,920) hours shall annually be converted into a cash payment on the basis of one hour of pay for each hour of unused sick leave which shall be made to an employee as soon as practicable after the close of each calendar year. Sick leave shall accrue and be recorded at the employee's base rate of pay in effect during the pay period when the sick leave is earned. Each time an employee is approved to use or convert sick leave, the sick leave available which accrued at the lowest base rate of pay shall be credited first. All sick leave accrued prior to the effective date of Ordinance 15-90 shall be accounted for as if it had been earned at the base rate of pay in effect on January 1, 1990.

**Section 20.2 Use of Sick Leave**

An employee may request sick leave for the following reasons:

- 1) Illness or injury of the employee or a member of the employee's immediate family.
- 2) Exposure of the employee or member of the employee's immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others.
- 3) Death of a member of the employee's immediate family.
- 4) Pregnancy, childbirth and/or related medical conditions
- 5) Necessary medical, dental or optical examinations or treatment of the employee or a member of the employee's immediate family. For the purpose of this Article, the "immediate family" is defined as only:

- Spouse
- Mother or Father
- Step-Mother or Step-Father
- Mother-In-Law or Father-In-Law
- Brother or Sister
- Grandparents or Spouse Grandparents
- Child or Stepchild
- Grandchild or Step Grandchild
- Brother-In-Law or Sister-In-Law
- Son-In-Law or Daughter-In-Law
- Legal Guardian or other person who stands in the place of a parent, or for whom the member stands in loco parentis.

In addition to the above family members, bargaining unit employees may take one day of sick

leave for bereavement purposes only upon the death of an aunt or uncle.

### **Section 20.3 Sick Leave Approval**

An employee requesting sick leave shall inform the radio dispatcher on duty of the fact and reason at least two (2) hours prior to the employee's scheduled starting time. Failure to do so may result in denial of sick leave for the period of absence unless the employee provides to the department head a written explanation for non-compliance which the department head reasonably determines to be acceptable. The employee may be required to submit to a medical examination if the City suspects sick leave abuse. This examination may be conducted by the employee's physician and/or in consultation with a City designated physician at the discretion of the Mayor. The City may require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. If medical attention is required, a certificate stating the nature of the illness from a licensed physician or practitioner may be required to justify the use of sick leave. Falsification of illness information given verbally, by written, signed statement, by a physician's or practitioner's certificate or by any other means shall be grounds for disciplinary action up to and including dismissal. Prior to returning to duty, any member who is marked off sick for a period of three or more days must provide a certificate from an attending physician or practitioner indicating the nature of the illness, the necessity for the member to be marked off and the member's fitness for return to normal duties.

### **Section 20.3 a Multiple Mark-Offs**

For members, the first two (2) days of the seventh and any subsequent sick mark off in a calendar year will be without pay unless one of the following exceptions apply:

- 1) Intermittent periods of sick leave for the same illness or injury, documented by the member's attending physician, will be counted as one mark off if they occur within a thirty (30) day period from the date the member returns to work. The member must submit a letter, with the medical documentation specified in this paragraph, to the Chief of Police requesting that the mark offs be combined.
- 2) Bereavement leave.
- 3) FMLA leave.

### **Section 20.4 Termination of Service**

When a full-time employee terminates service, said employee also will receive one hour of pay for each eight hours of unused sick leave to the employee's credit for total unused sick leave up to and including three hundred twenty (320) hours; one hour of pay for each two (2) hours of unused sick leave in excess of three hundred twenty (320) up to and including one thousand nine hundred twenty (1,920) hours. The payment shall be calculated in accordance with subsection 1 of this Article and shall constitute payment in full of all sick leave credit accrued but unused by the employee. No pay will be made to any employee, for any unused sick leave, unless it is in excess of two hundred - thirty two (232) hours. When termination of service results from the death of the employee, all unused sick leave to such employee's credit shall be paid at the rate set forth above, in a lump sum to the employee's surviving spouse or, if there is no spouse, to the employee's estate.

### **Section 20.5 Wellness Payment**

Any member who works an entire **calendar** quarter of a year without any use of sick leave shall be paid eight (8) hours of straight time which will be paid, if practicable, the next full pay period. A member may convert these hours to vacation leave, provided that advanced notice is given by the member to the Chief of this option by the end of each calendar quarter in which payments would otherwise be made. Use of sick leave as bereavement or use of injury leave under Article **twenty-one** (21) shall not deprive a member of the Wellness payment.

## **ARTICLE 21** **INJURY LEAVE**

### **Section 21.1 Paid Injury Leave**

All Bargaining Unit members shall be allowed injury leave with full regular salary not to exceed one hundred thirty (130) workdays for each service connected injury. Injury leave with pay may be extended by the City Council upon such terms as the Council in its discretion may establish. Any injury leave extension decision by City Council is not subject to the Grievance Procedure.

### **Section 21.2 Distinguished from Sick Leave**

The provisions of this Article dealing with injury leave are separate and apart from the contractual provisions relating to the accumulation and usage of paid sick leave.

### **Section 21.3 Injury Leave Administration**

Injury leave may be granted to a Bargaining Unit member only for injuries determined by a licensed physician (and/or in consultation with a City designated physician at the discretion of the Mayor) to have so disabled such member that such member cannot perform the duties of the position. ~~For purposes of this Agreement, all heart diseases and respiratory diseases shall be considered as on-duty or service connected injuries~~

### **Section 21.4 Coordination with Workers' Compensation**

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

## **ARTICLE 22** **BEREAVEMENT LEAVE**

### **Section 22.1 Bereavement Leave**

In the event of the death of a Bargaining Unit member's immediate family member, as defined in Section 20.2, the Bargaining Unit member shall be granted three (3) working days off as sick leave with regular pay to attend the funeral or to attend to any other necessary business. If the

funeral occurs outside of the State of Ohio, the employee may be granted sick leave usage for a maximum of five (5) working days. Additional days may be approved by the Mayor on a case-by-case basis.

## **ARTICLE 23** **CLOTHING ALLOWANCE**

### **Section 23.1 Clothing Allowance**

Each member of Bargaining Unit A shall be authorized to purchase various articles of clothing to be worn as part of the member's official uniform as prescribed by the Chief of Police not to exceed ~~five-six~~ hundred dollars (\$600.00) per calendar year.

Invoices on such purchases are to be made to the City.

1. The City agrees that up to three hundred dollars (\$300) of the annual clothing allowance may be used, at a Bargaining Unit member's option, for dry cleaning of uniform parts.
2. The City will contract with a City-approved vendor to provide this service.

## **ARTICLE 24** **MILITARY LEAVE/JURY DUTY**

### **Section 24.1 Military Leave**

Paid Military Leave of Twenty-Two (22) Days or Less. In each calendar year, members who serve in the Ohio National Guard, Ohio Military Reserve, Ohio Naval Militia, U.S. Air Force Reserve, U.S. Army Reserve, U.S. Marine Corps Reserve, U.S. Coast Guard Reserve, or the U.S. Naval Reserve (defined as "military duty") shall be granted military leave of absence without loss of pay for a period (or periods) not to exceed twenty-two (22) eight (8) hour days or one hundred seventy-six (176) hours during each federal fiscal year (October 1 to September 30) when a member is ordered to active duty, when a member is ordered to military training exercises conducted in the field, when a member fulfills ~~his/her~~ their unit training assembly requirements, and/or when the Governor of the State of Ohio or the President of the United States declares that a state of emergency exists, and the member is ordered to active duty for purposes of that emergency.

A member's regular wages shall be paid for the period (or periods) of time so served without deduction or offset for whatever amount such member may receive as military base pay.

Members are required to submit to the City an order or statement from the appropriate military commander as evidence of such duty. There is not a requirement that the service be in one continuous period of time. The maximum numbers of hours for which payment will be made in any one fiscal year under this provision is one hundred seventy-six (176) hours.

Members of those components listed in paragraph one above will be granted emergency leave for mob, riot, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such emergency leave will be without pay if it exceeds authorized military leave for the fiscal year.



Members who are called or ordered to service by the President of the United States or an act of Congress for periods beyond the authorized military leave for the fiscal year shall be compensated consistent with the Ohio Revised Code. The leave will cover the official period of the emergency.

Members called to Active Duty by an order of the Governor or President, or an act of Congress shall be paid whichever is the lesser of **five hundred dollars** (\$500) per month, or the difference of the total of their military wages and allowances and their City wages for active duty military leave beyond the one hundred seventy-six (176) granted each fiscal year. If the military wages and allowances are higher than the City wage, no difference will be paid. Members will be responsible for all regular deducted benefit segments.

### **Section 24.2 Jury Duty Leave**

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

## **ARTICLE 25**

### **TUITION REIMBURSEMENT PROGRAM**

#### **Section 25.1 Participation**

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

#### **Section 25.2 Reimbursement**

For approved courses, a member shall be reimbursed one hundred percent (100%) of the tuition expense, to a maximum of four-thousand dollars (\$4,000.00) during each calendar year, provided that the member satisfactorily completes the approved course by attaining a grade of "C" or better. For approved courses, the City shall reimburse one hundred percent (100%) of the expenses incurred for required textbooks. The amount of the reimbursement for textbooks and laboratory fees shall be deducted from a member's maximum reimbursable tuition during each calendar year. No reimbursement is available for any other expense related to course attendance. Reimbursement shall be made to a member upon submission of official transcripts, tuition statements and receipt for textbooks and laboratory fees. However, any member who is granted course credit through verified learning experience or CLEP/DANTES examinations shall be reimbursed the cost of the test and / or application fee.



**Section 25.3 Tuition Reimbursement Repayment**

If a member within two (2) years of receipt of tuition reimbursement leaves City employment for any reason other than to commence regular or disability retirement, the member shall repay the City any and all tuition reimbursement received during the two (2) year period prior to leaving City employment.

**Section 25.4 Mileage for Training**

Use of Personal Vehicle - Mileage Reimbursement for Training. The City will provide mileage reimbursement to members for only the miles in excess of an employee's normal commute to work. Employees will attempt to take the shortest route from home to the training location. Such reimbursement shall be made at the IRS rate. Members must submit requests using the department's Mileage Reimbursement Form.

**ARTICLE 26**  
**NO STRIKE / NO LOCKOUT**

**Section 26.1 No Strike**

The Union recognizes that Bargaining Unit members are prohibited by state law from engaging in a strike during the term of this Agreement. In recognition of this prohibition, the Union shall meet any obligation imposed upon it by state law.

**Section 26.2 No Lockout**

The City recognizes that it is prohibited from instituting a lockout of Bargaining Unit members. The City shall meet any obligation imposed upon it by state law.

**ARTICLE 27**  
**WAIVER IN CASE OF EMERGENCY**

**Section 27.1 Waiver**

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

- 1) Time limits for replies on grievances: and,
- 2) All work rules and/or agreements and practices relating to the assignment of all employees.

**Section 27.2 Mayor's Action**

An "emergency" declared by the Mayor, as used in this Article, includes only those situations

which prevent the normal day to day operations of the City.

**Section 27.3 Grievance Processing**

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

**ARTICLE 28**  
**FITNESS PROGRAM**

**Section 28.1 Program**

Effective March 1,2022 bargaining unit members may choose to participate in the City's fitness program.

**Article 29**  
**Dispute Resolution Procedure**

Section 29.1  
The statutory dispute resolution procedure set forth in Ohio Revised Code Section 4117.14, including final offer settlement proceedings under Ohio Revised Code Section 4117.14(D)(1), shall be applicable to successor negotiations.

Notwithstanding the provisions of section 32.2, the parties agree that the restrictions placed on the conciliator's authority set forth in O.R.C. section 4117 shall not apply to reopener or successor negotiations. As such, the parties agree that a conciliator will have the authority to issue an award that provides for increases in rates of compensation, if any, and other matters with cost implications retroactive to the date of the expiration of this Agreement.

The dispute resolution procedure set forth in Ohio Revised Code Chapter 4117, including final offer settlement, shall be applicable to successor negotiations.

**Article30**  
**Signatures**

Signed and dated at Bexley, Ohio, on this day of \_\_\_\_\_.

**FOR THE CITY OF BEXLEY:**

**FOR THE FRATERNAL ORDER OF  
POLICE, OHIO LABOR COUNCIL, INC.**

\_\_\_\_\_  
**Benjamin Kessler**  
Mayor, City of Bexley

\_\_\_\_\_  
**Tracy Rader, Staff Representative**  
Fraternal Order Of Police, Ohio Labor

Agreement between FOP/OLC and City of Bexley- Dispatchers  
2022-2024

Council, Inc.

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**Kenneth Gough,**  
Interim Chief of Police

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**Brad McMenamin, Associate**  
Radio Dispatcher

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**Marc Fishel**  
City Attorney

**ORDINANCE NO. 9 - 22**

By: Monique Lampke

**An ordinance to establish the part time position of Finance and Personnel Coordinator and to establish the pay range at \$24.84 per hour to \$35.87 per hour.**

**Whereas**, it has been determined that an additional part time employee in the Finance Department will benefit the operations in City Hall by providing improved internal control in the form of increased separation of duties, as well as serving in a back up role for payroll preprocessing and assisting in various human resource roles.

**Whereas**, it is anticipated the average work week for this position will be twenty (20) hours per week.

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

**Section 1.**

That the position of Part Time Finance and Personnel Coordinator is hereby established with the duties set for the in Exhibit A attached hereto.

**Section 2.**

That the pay range for this position will be \$24.84 per hour to \$35.87 per hour.

**Section 3.**

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

Passed: \_\_\_\_\_, 2022

\_\_\_\_\_  
Troy Markham, President of Council

Attest: \_\_\_\_\_  
Matt McPeek, Clerk of Council

Approved: \_\_\_\_\_, 2022

\_\_\_\_\_  
Mayor Ben Kessler

First Reading: March 22, 2022

Second Reading:

Third Reading:



## Finance and Personnel Coordinator Position Description

<b>Position Title:</b>	Finance and Personnel Coordinator
<b>Hours per Week:</b>	20 hrs average
<b>Reports to:</b>	Mayor
<b>Department:</b>	Mayor's Office
<b>Pay Range:</b>	\$24.84 to \$35.87 per hour
<b>Revision Date:</b>	March 8, 2022

### Purpose of Work

Supports the financial and personnel functions of the City through execution of various functions and processes including purchase order managements, preparation of check runs and bank deposits, reconciliation of payroll and Mayor's court accounts; coordination of employee benefits including enrollments, changes, and/or terminations.

### Essential Position Functions

1. Manages all purchase orders including review and approval of requisitions, and adjustments and closures throughout the year
2. Updates and maintains vendor records
3. Reconcile the payroll and Mayor's court bank accounts
4. Serves as backup for payroll processing
5. Serves as fixed asset coordinator
6. Coordinates annual open enrollment benefits process
7. Coordinates benefit enrollments, changes, and/or terminations throughout the year and responds to employee inquiries regarding the same
8. Assists with posting of job descriptions and open positions
9. Maintains and prepares new hire packets for new associates
10. Create new employee files to ensure required documentation for payroll and benefits enrollment is properly filed.
11. Assists with various internal and external inquiries to the Finance Department
12. Assists with other projects as needed, including audit of reports and records and other projects.
13. Demonstrates a positive attitude and supports City goals and objectives;
14. Other duties as assigned

### Supervisory Responsibilities

None.

## Minimum Qualifications

1. Bachelor's degree or equivalent professional experience and knowledge, skills, and/or experience in accounting, human resources, or a related field
2. Demonstrated ability to independently and accurately process detail-oriented, time sensitive work within allotted deadlines
3. Consistently utilizes sound judgement and discretion in handling information and records
4. Demonstrated ability to develop and maintain effective working relationships with internal and external stakeholders
5. Proficiency in word processing and spreadsheet software
6. Ability to work additional hours periodically during high volume periods.

## Preferred Qualifications

1. Finance experience including purchase orders, payroll, and other basic accounting functions
2. Benefits coordination experience including communication, organization, and processing

## Physical Demands

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

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

## Working Conditions

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.



**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

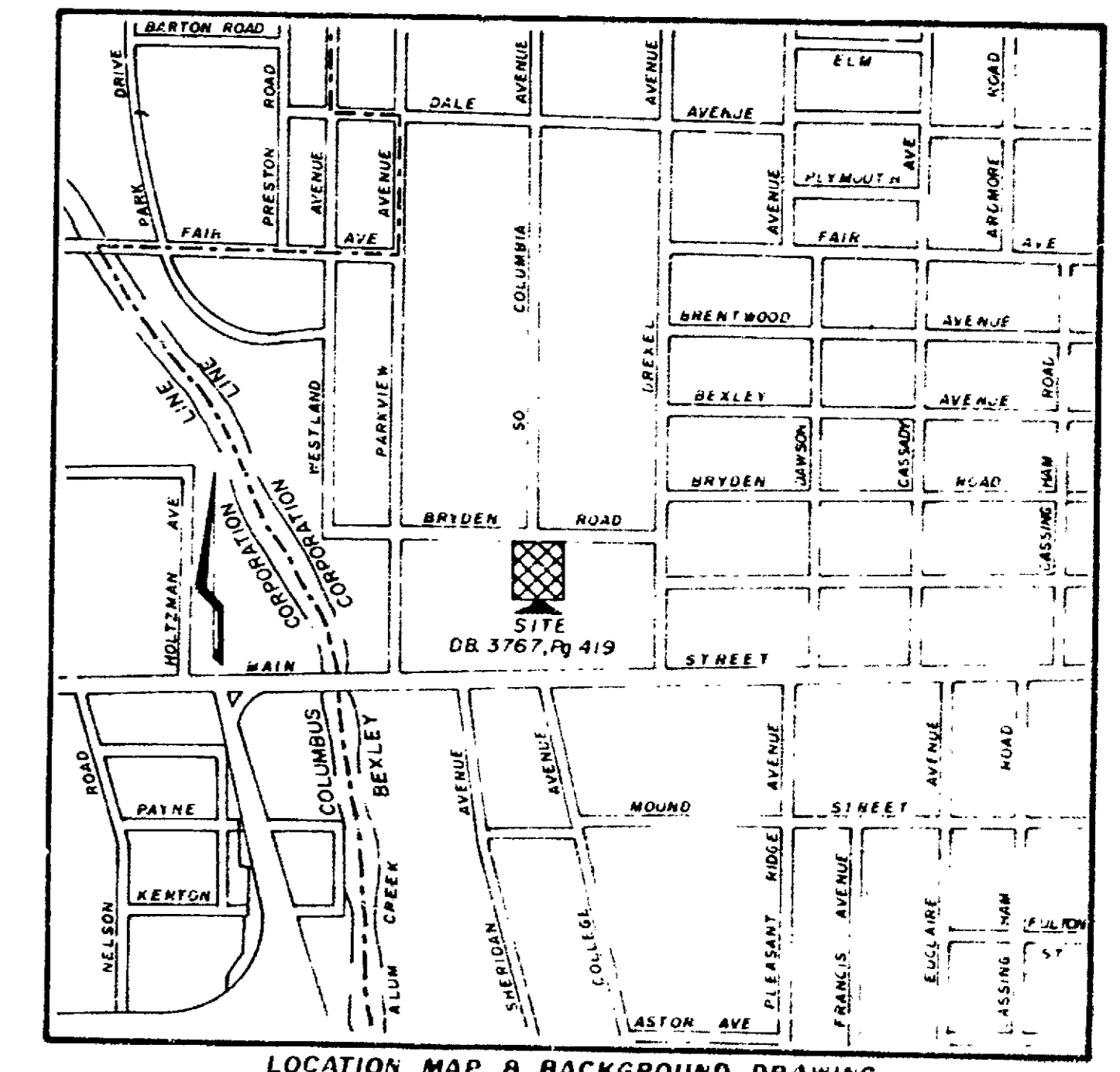
COUNTY OF FRANKLIN SS:

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 3<sup>rd</sup> 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 3<sup>rd</sup> day of December, 1980.

My Commission Expires August 9, 1984

Approved this 11<sup>th</sup> day of December, 1980.

Approved this 3<sup>rd</sup> day of December, 1980.

Approved and accepted this 3<sup>rd</sup> 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 9<sup>th</sup> day of JAN., 1980.

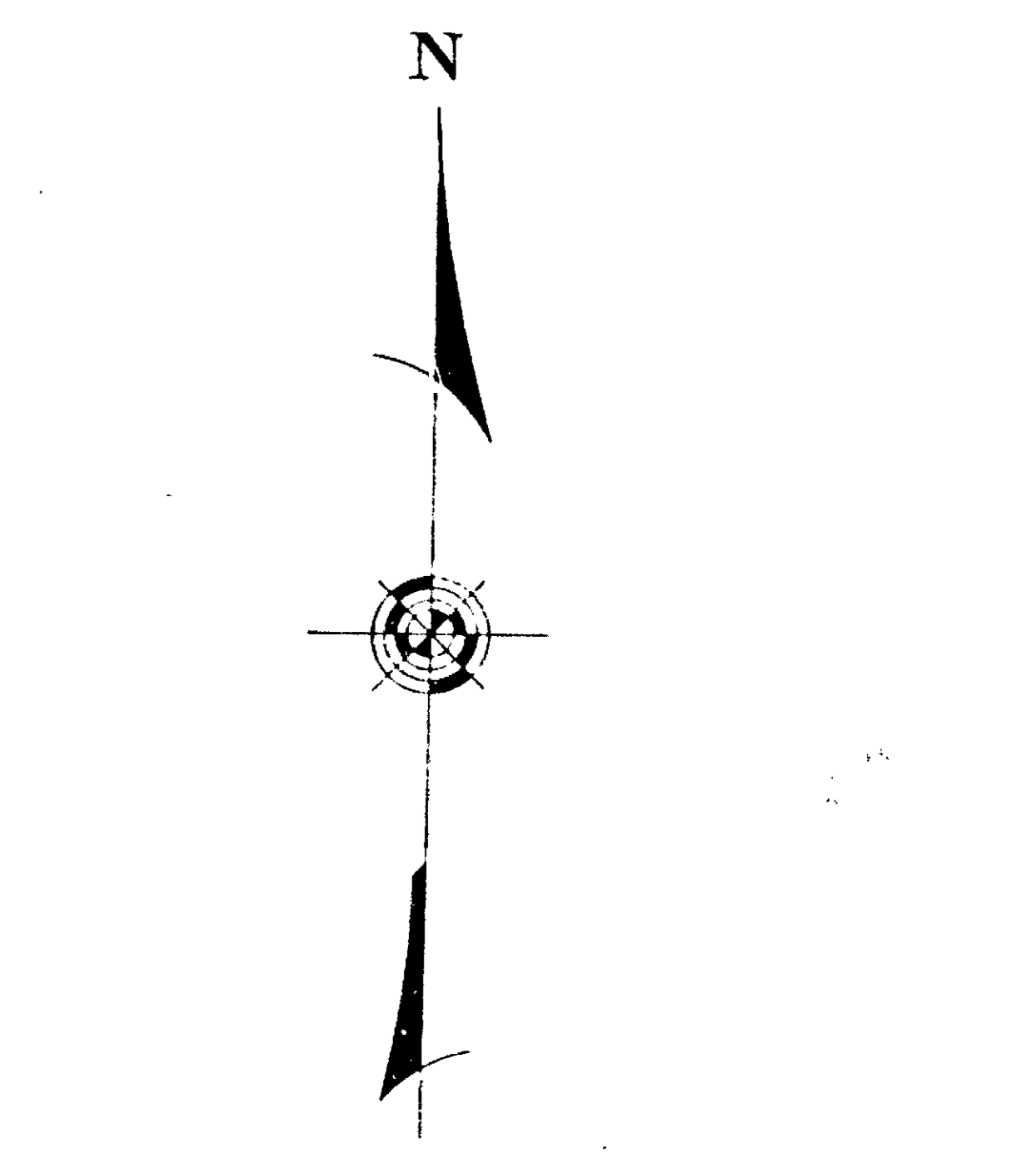
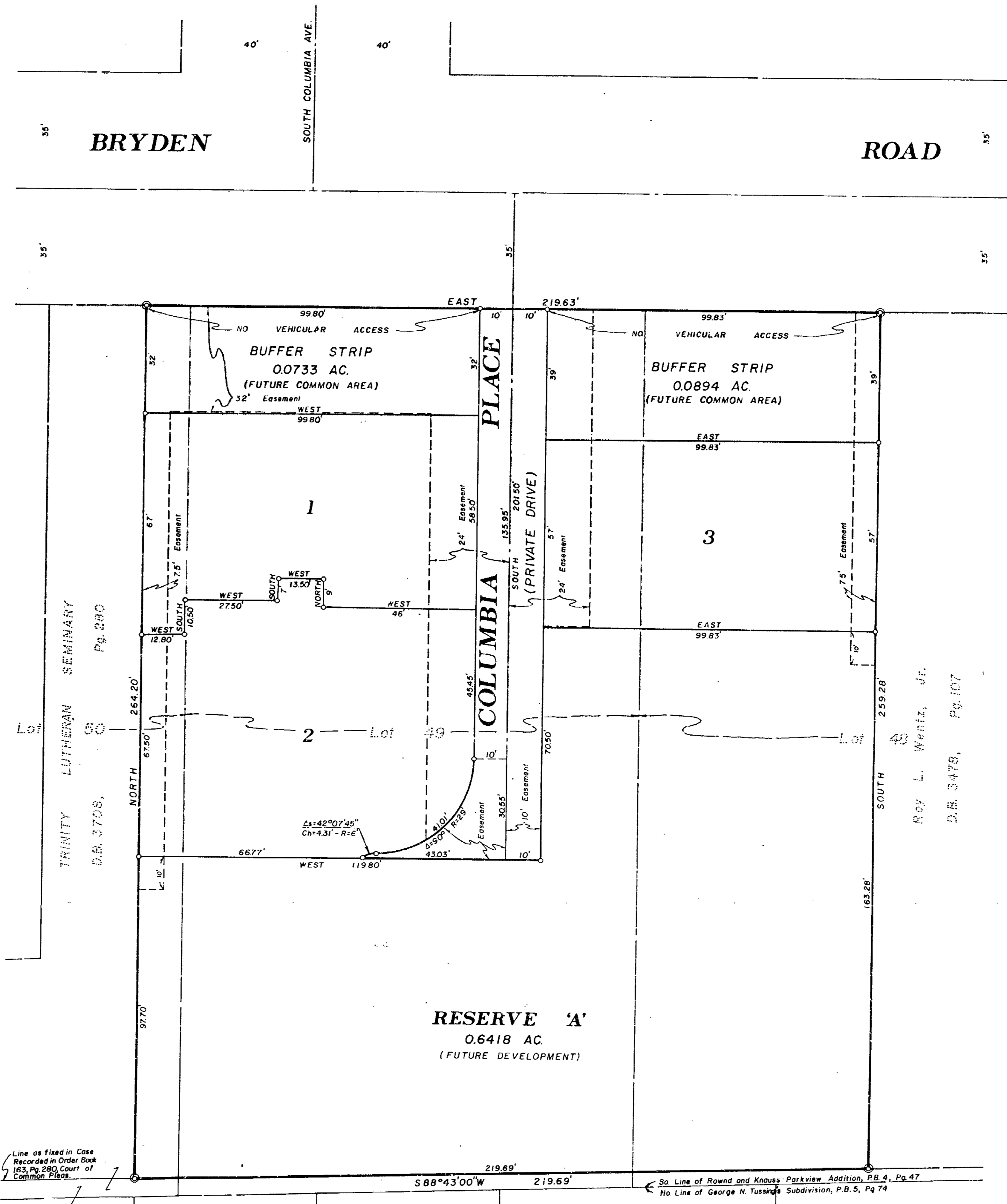
Filed for record this 9<sup>th</sup> day of JAN.

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

Recorded this 9<sup>th</sup> day of Jan., 1980.

Plat Book 58 Page 10

Valerie Park Olicie Notary Public, State of Ohio  
The Jennings-Lawrence Co. by Clyde 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



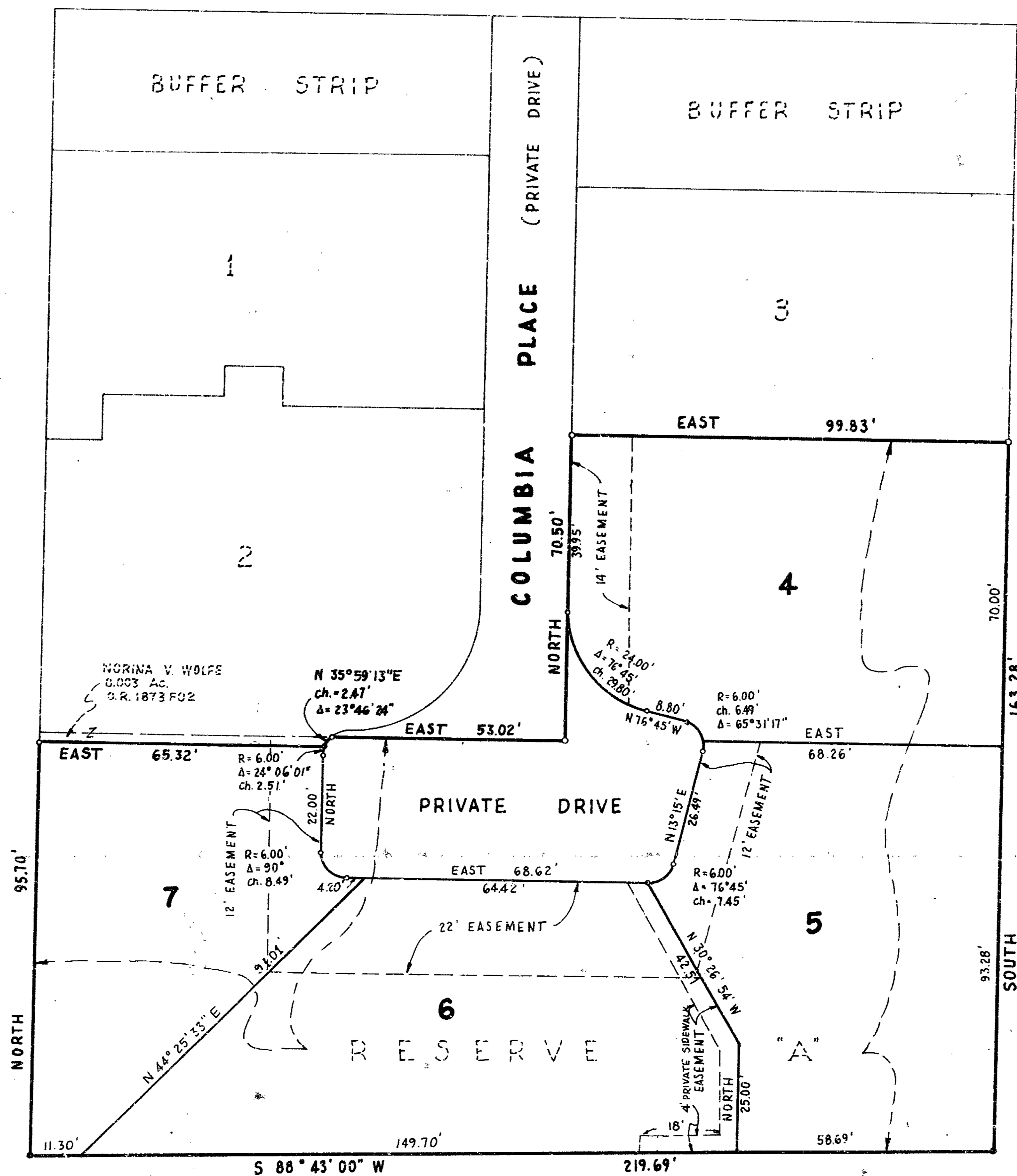
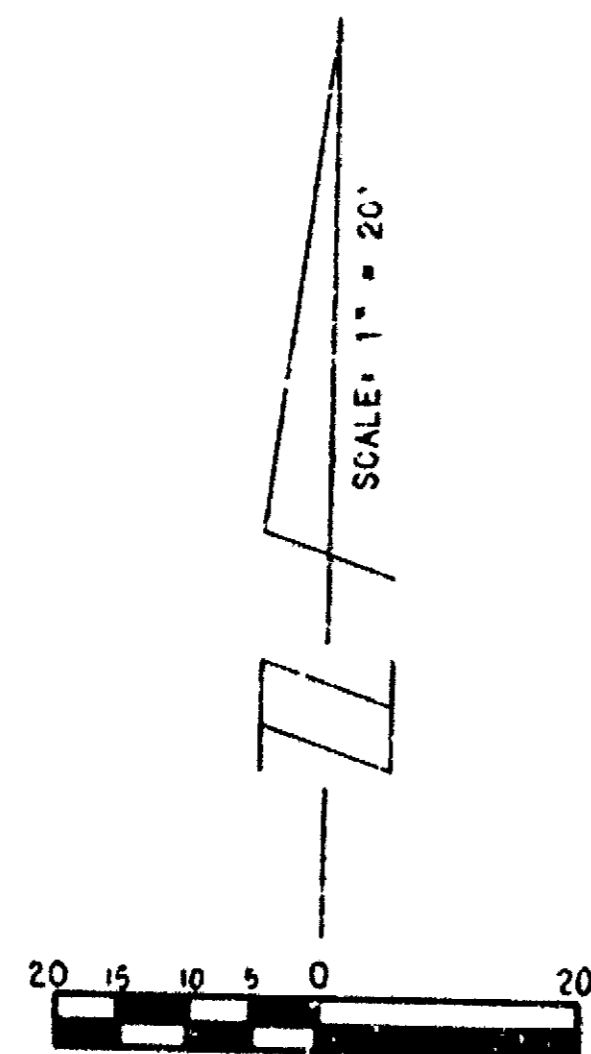
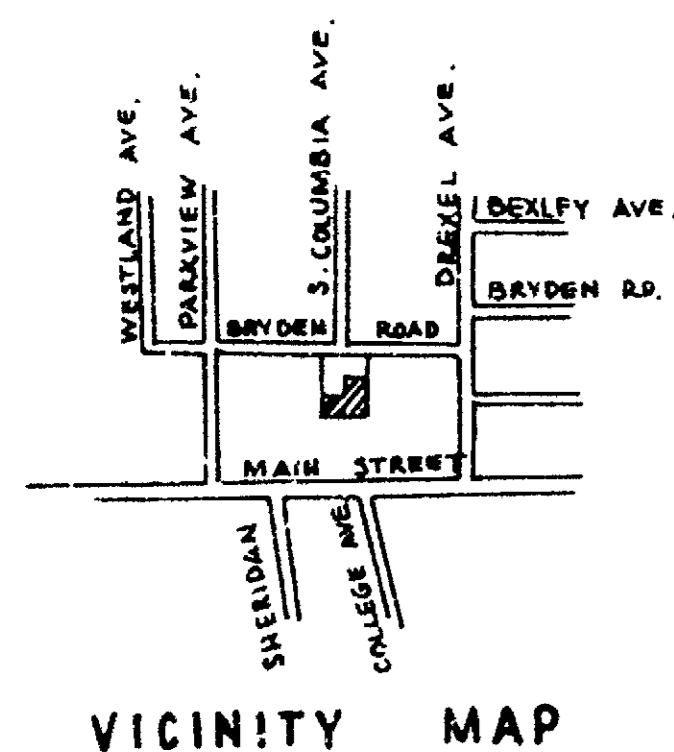
Line as fixed in Case Recorded in Order Book 183, Pg. 280 Court of Common Pleas  
So Line of Rownd and Knauss' Parkview Addition, P.B. 4, Pg. 47  
No. Line of George N. Tussing's Subdivision, P.B. 5, Pg. 74

RESERVE 'A'  
0.6418 AC.  
(FUTURE DEVELOPMENT)

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

# RESUBDIVISION OF RESERVE "A" OF COLUMBIA PLACE

BRYDEN ROAD



SITUATE IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF BEXLEY, IN HALF SECTION 20, SECTION 13, TOWNSHIP 5, RANGE 22, REFUGEE LANDS, AND BEING ALL RESERVE "A" OF COLUMBIA PLACE OF RECORD IN PLAT BOOK 58 PAGE 10, AND CONTAINING 0.039 ACRES, MORE OR LESS, AS CONVEYED TO BEXLEY PROPERTIES, BY DEED OF RECORD DEED BOOK 376, PAGES 419 AND 420, ALL REFERENCES BEING TO THOSE OF RECORD IN THE RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO.

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

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

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

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

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

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

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

APPROVED ACCEPTED THIS 10th DAY OF July, 1984, BY ORDINANCE NO. 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, OHIO

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

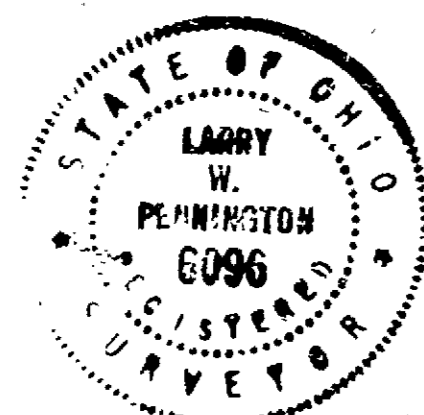
DEPUTY RECORDER, FRANKLIN COUNTY, OHIO

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

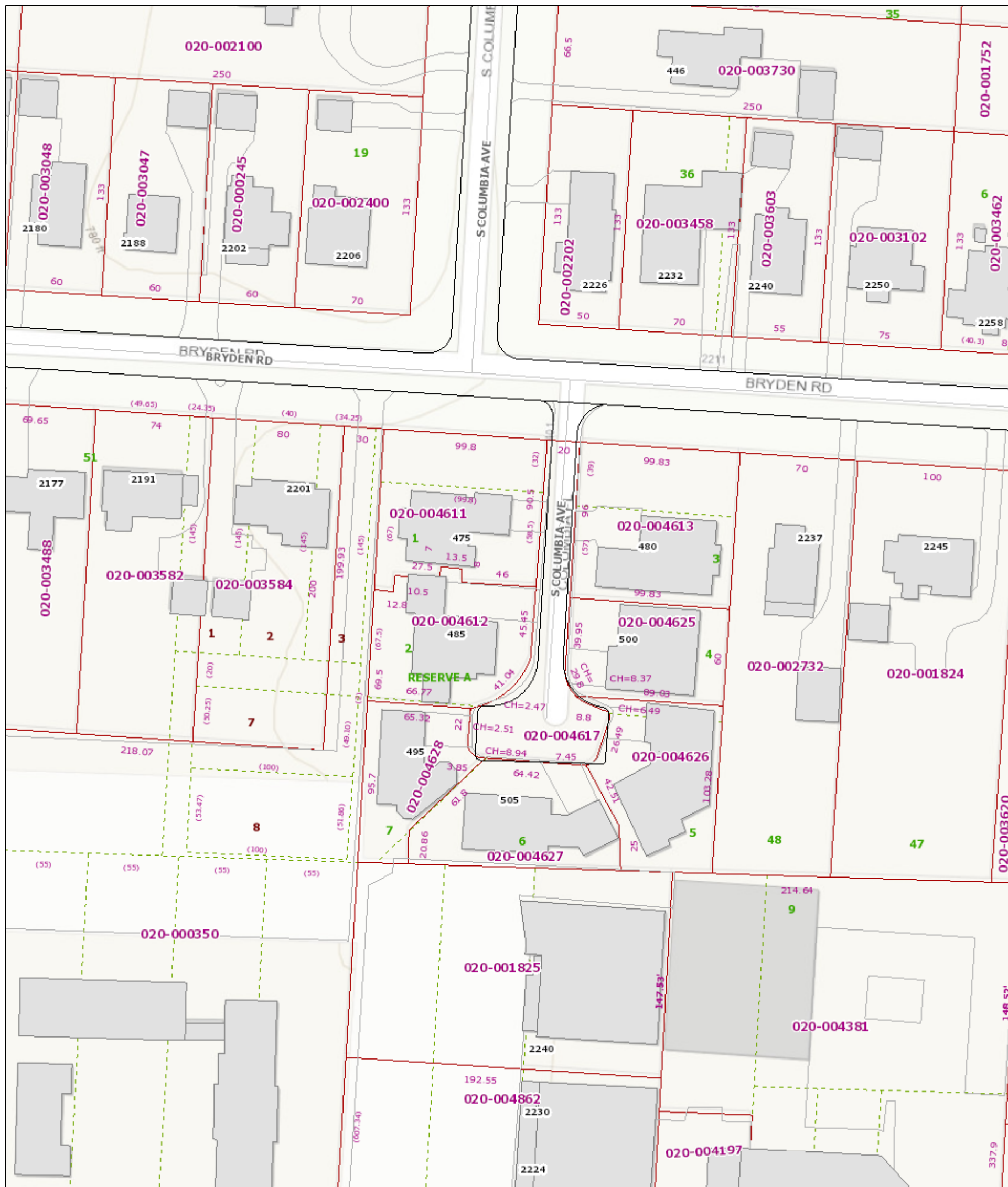
[Signature]  
REGISTERED SURVEYOR NO. 6096



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

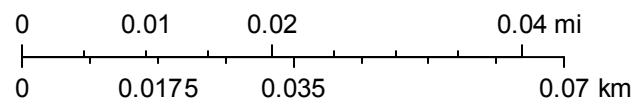


# Columbia Place



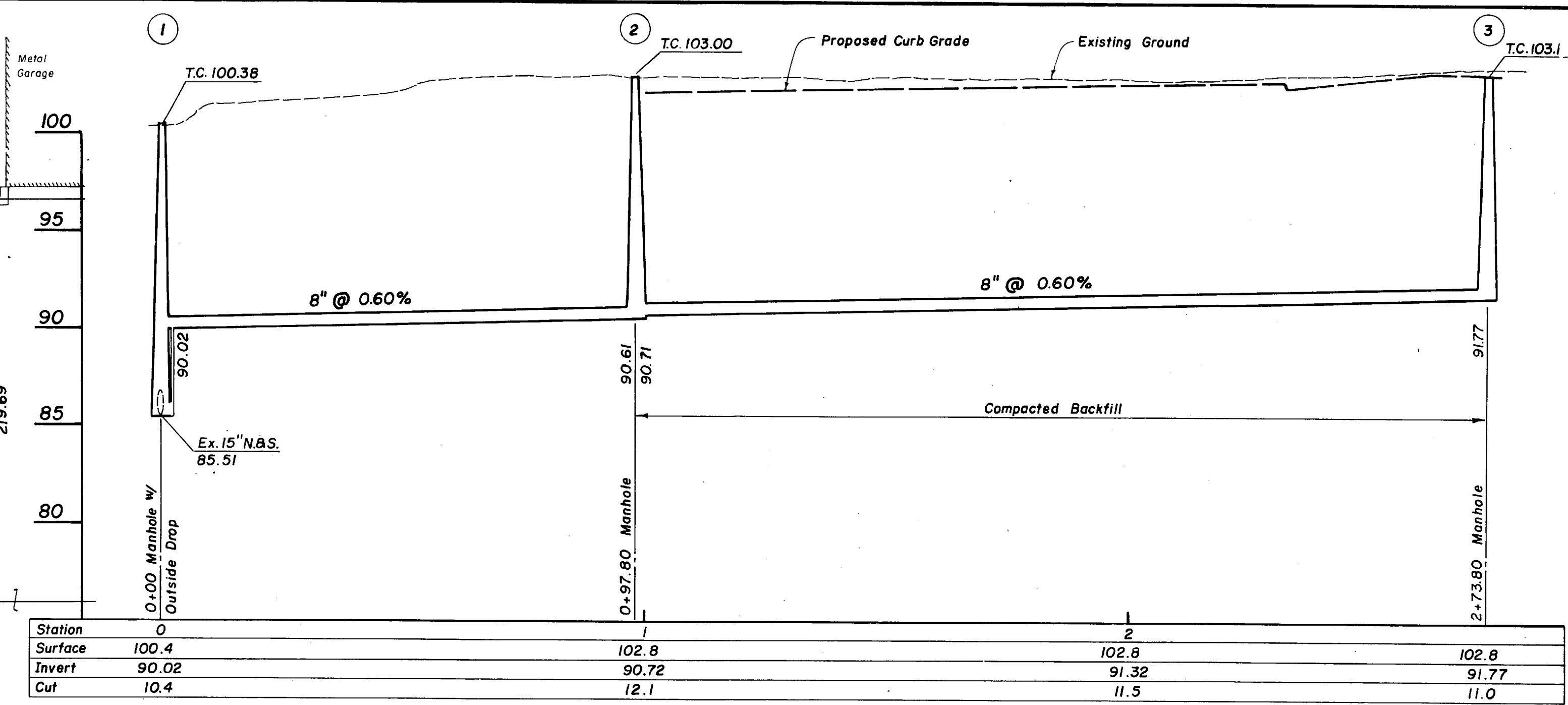
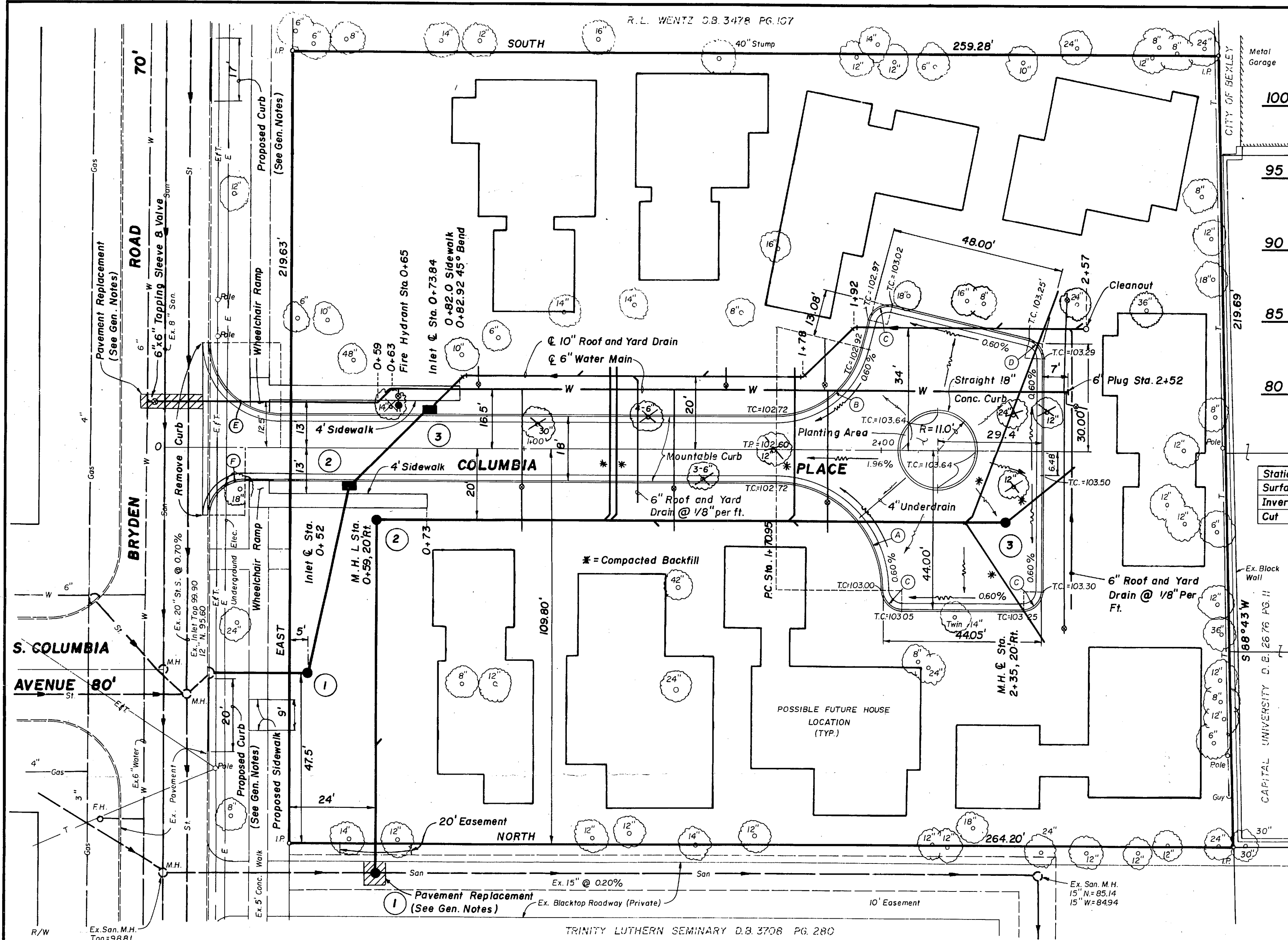
October 13, 2020

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

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



CURVE DATA  
FACE OF CURB

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

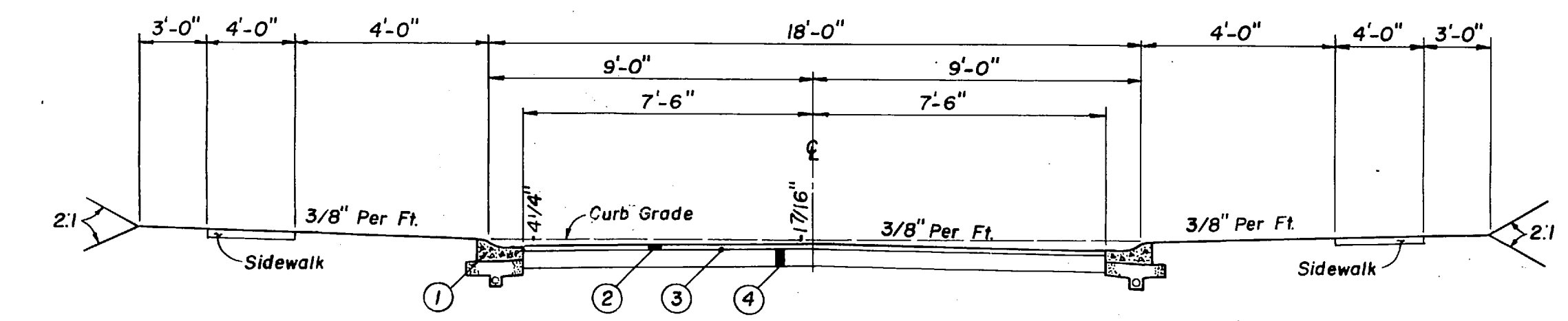
(B) Δ=76°45'00"  
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T=19.80'  
L=33.49'

(C) Δ=90°00'00"  
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T=5.00'  
L=7.65'

(D) Δ=76°45'00"  
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T=33.96'  
L=66.70'

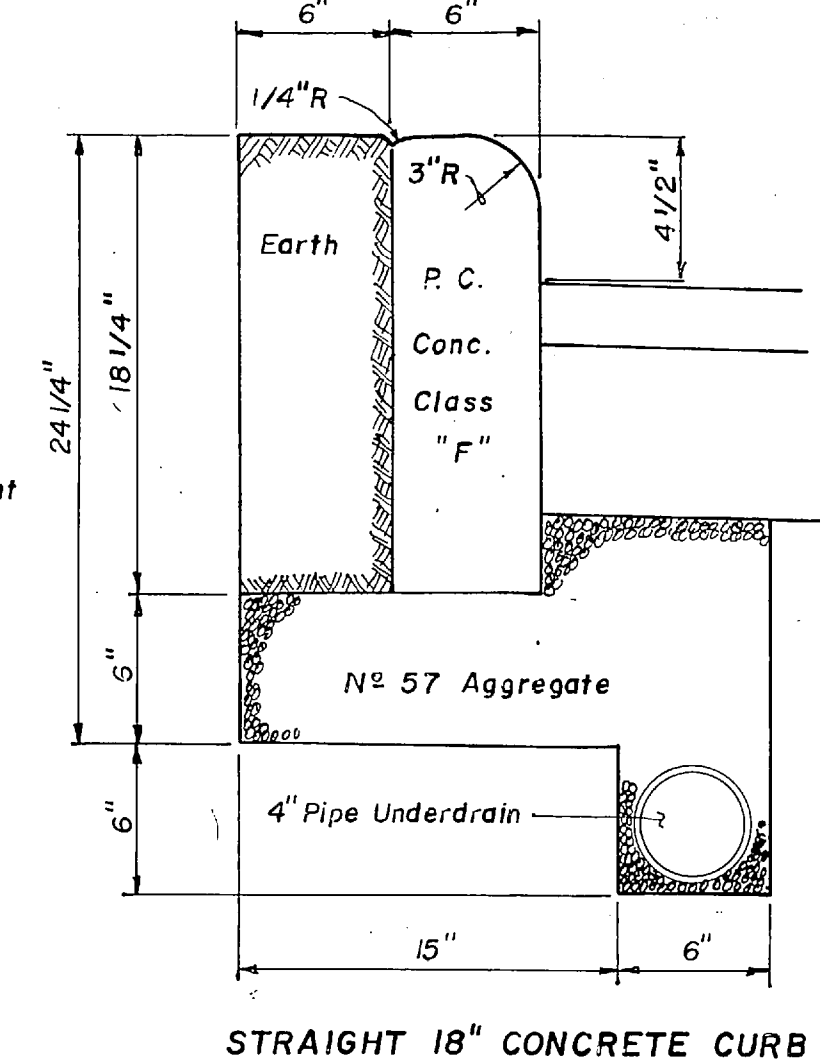
(E) Δ=90°00'00"  
R=20.00'  
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L=31.42'

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L=15.71'

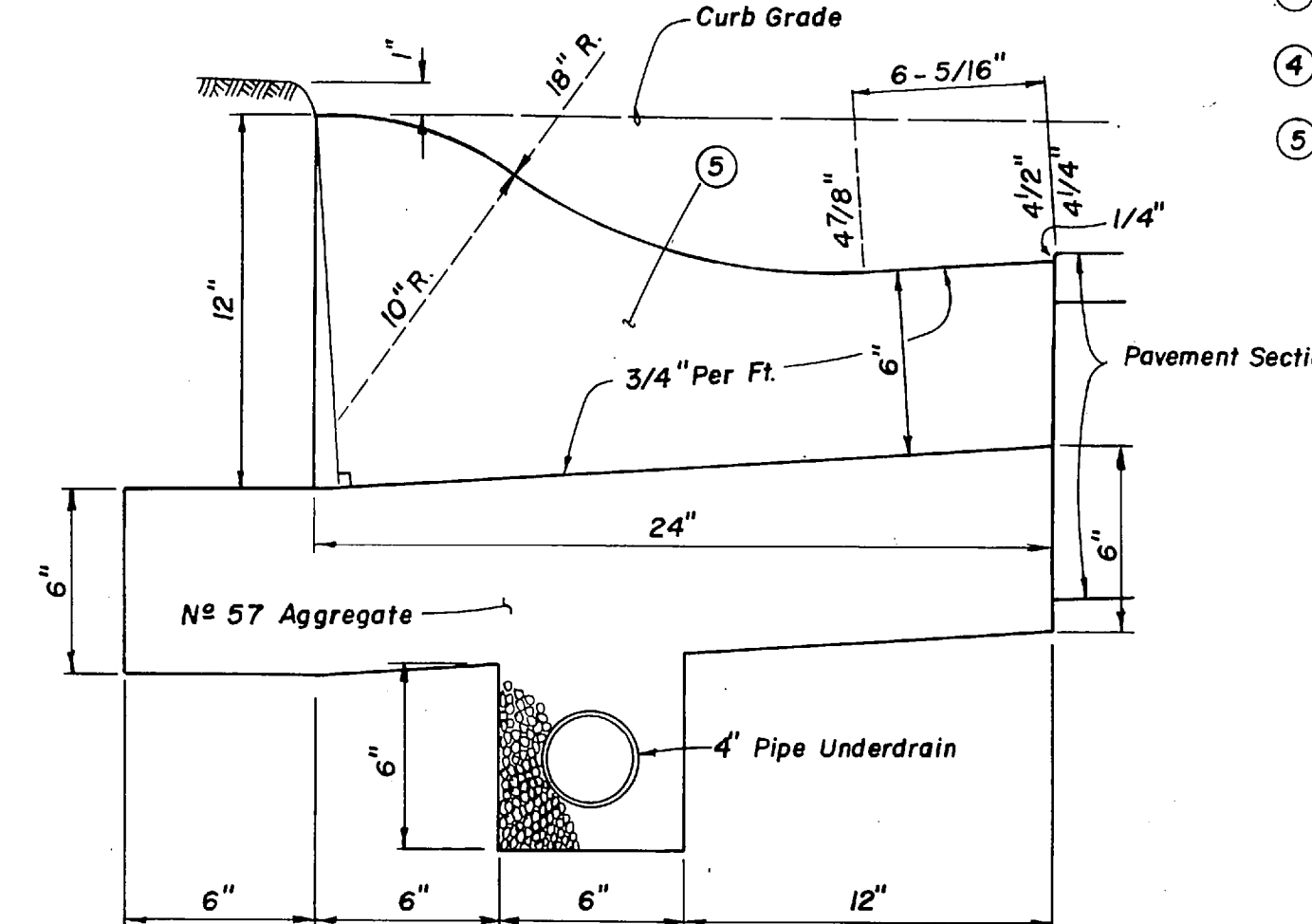


TYPICAL 18' SECTION

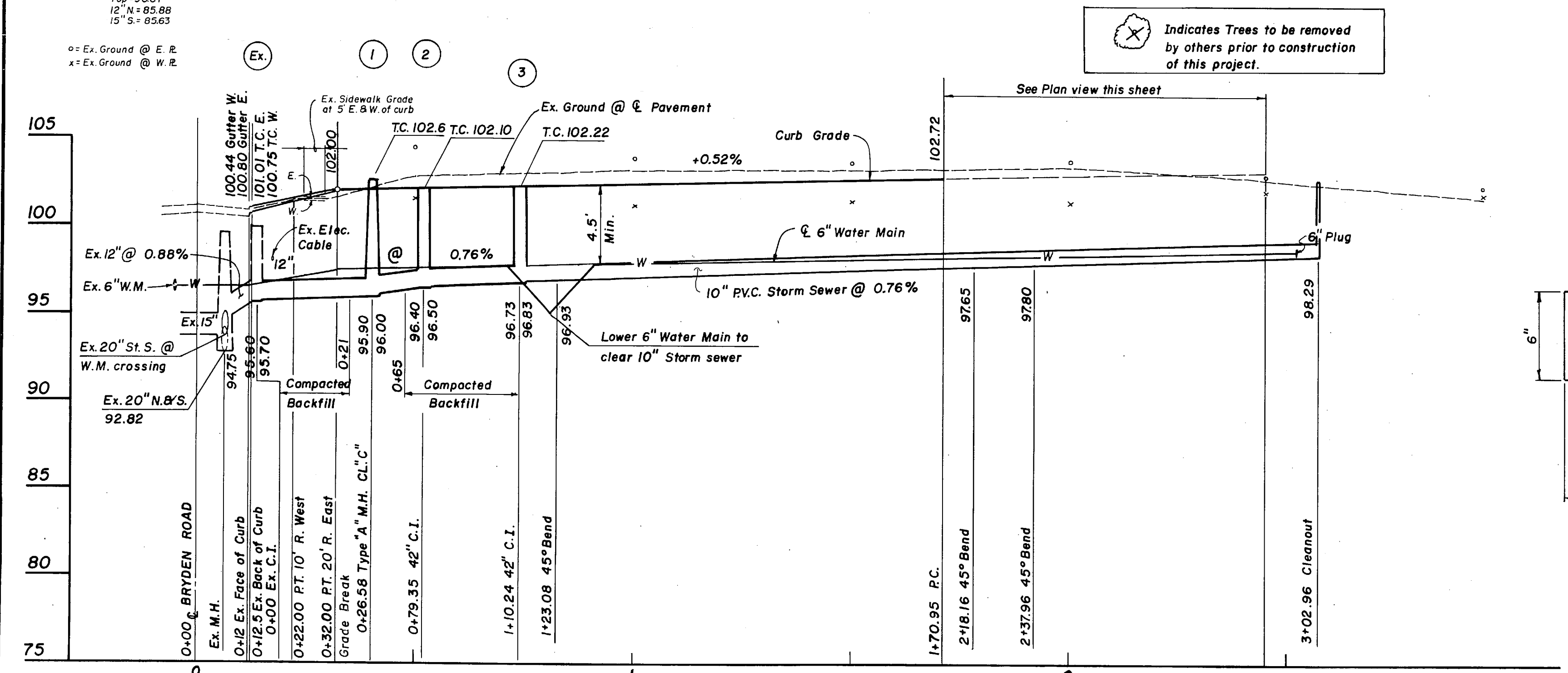
- ① Mountable Curb, See Detail this sheet
- ② 2" Hot-Mixed, Hot Laid Asphalt Concrete, Item 404
- ③ Prime Coat, Item 408 applied at 0.1 Gal. per sq. yd.
- ④ 9" Aggregate Base Item 304
- ⑤ Class "C" Concrete, 6 1/2 Bag Mix, 7% to 9% Air Entrainment



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.

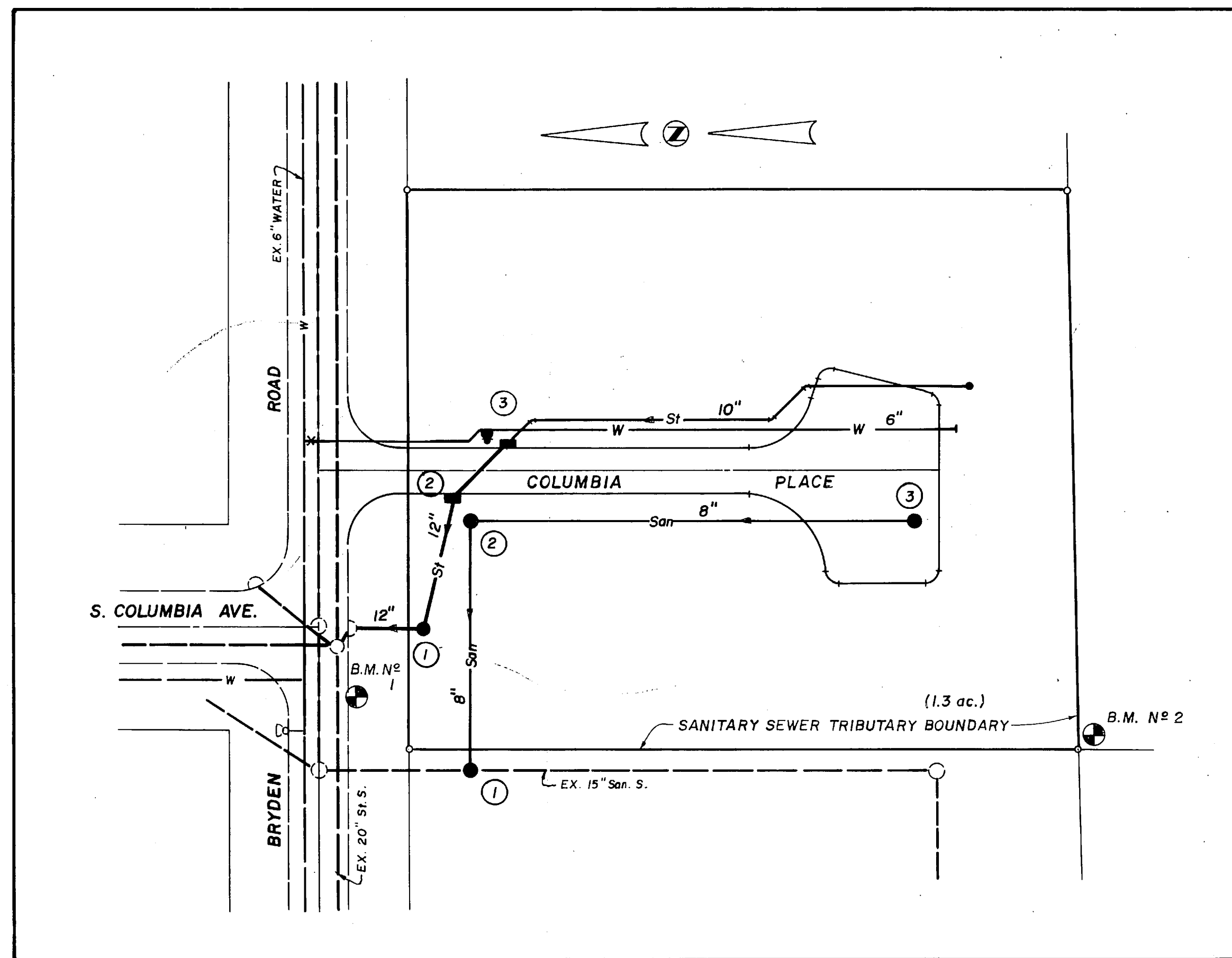
All wye branches and 6" service extensions for future roof and yard drains shall be plugged.

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**

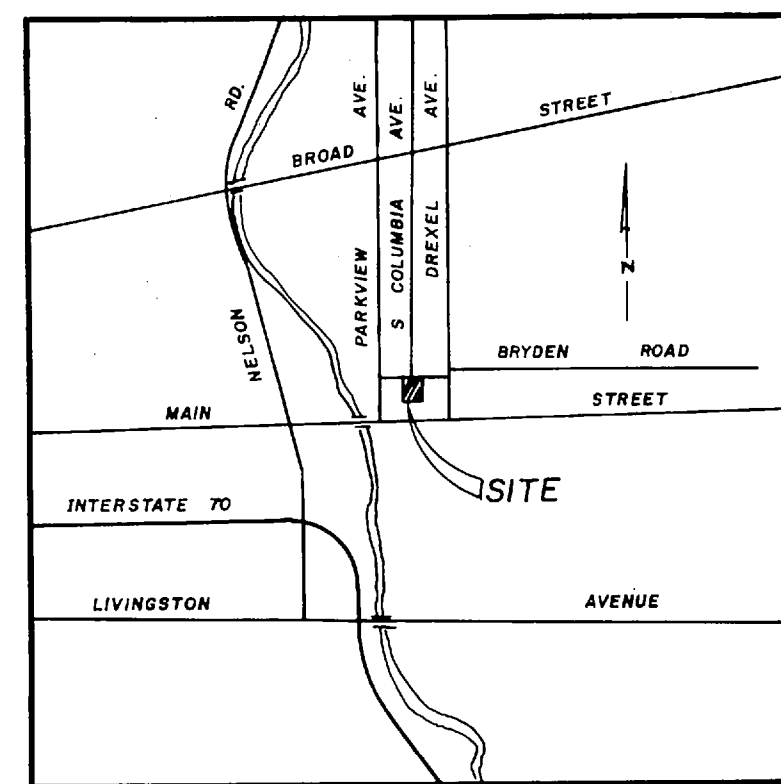
**STANDARD CONSTRUCTION DRAWINGS**

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
<b>STREET</b>			
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
<b>STORM</b>			
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
<b>WATER</b>			
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
<b>SANITARY</b>			
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:

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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](mailto: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](mailto: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.



An **AEP** Company

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## **Executive Summary**

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

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

### **IRE summary (distinguishing characteristics):**

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

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

### **Supply terms:**

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

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

### **Opt-out period:**

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

### **REC options:**

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



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**Program performance and meetings:**

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

**Initial supply term pricing timeline:**

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

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

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

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

**Supplier Qualifications**

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

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

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





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**Renewable Qualifications:**

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

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

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

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

**Locality:**

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

**Insurance:**

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

**Prior Experience**

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

**Adequacy of staff:**

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

**Adequacy of equipment, research tools and administrative resources:**

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



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

**Quality and appropriateness of technical and support staff:**

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

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

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

**Past performance of organization:**

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

**Experience of individuals assigned:**

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

**Personnel**

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

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

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



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

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

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

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

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

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

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

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

## **Customer References**

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

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

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

Phone Number: (419) 491-1022

SOPEC

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

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

Phone Number: (740) 597-7955

City of Worthington

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

Address: 8469 Blue Ash Road, Cincinnati, OH 45236

Phone Number: (513) 745-1424



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## Contract Performance

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

## Cost Proposal (Cents per kWh)

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

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

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

<sup>3</sup>Price 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 <sup>ed.</sup>  
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) <sup>1</sup>	\$1.920 billion
2019 Earnings per share (ongoing) <sup>1</sup>	\$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

<sup>1</sup>The 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 <sup>th</sup> 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:

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

<b>PRODUCER</b> MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 800-476-2211      FAX (A/C, No): E-MAIL: ADDRESS:																					
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :ACE American Insurance Company</td> <td></td> <td>22667</td> </tr> <tr> <td>INSURER B :Energy Insurance Services, Inc.</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :ACE American Insurance Company		22667	INSURER B :Energy Insurance Services, Inc.			INSURER C :			INSURER D :			INSURER E :			INSURER F :	
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INSURER D :																						
INSURER E :																						
INSURER F :																						
<b>INSURED</b> American Electric Power Company, Inc. and all Subsidiaries 1 Riverside Plaza Columbus, OH 43215																						

**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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"/> <b>AUTOMOBILE LIABILITY</b> <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"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <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
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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.

<b>CERTIFICATE HOLDER</b>  American Electric Power Company Evidence of Casualty Insurance	<b>CANCELLATION</b>  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).**

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

**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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"/> <b>AUTOMOBILE LIABILITY</b> <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"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input checked="" type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			XL5130309P Aggregate as Applicable	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 35,000,000 AGGREGATE \$ 70,000,000 \$ _____
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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****CANCELLATION**

For Informational Purposes Only	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
<b>REVENUES</b>			
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
<b>TOTAL REVENUES</b>	<u>15,561.4</u>	<u>16,195.7</u>	<u>15,424.9</u>
<b>EXPENSES</b>			
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
<b>TOTAL EXPENSES</b>	<u>12,969.1</u>	<u>13,513.0</u>	<u>11,899.9</u>
<b>OPERATING INCOME</b>	2,592.3	2,682.7	3,525.0
<b>Other Income (Expense):</b>			
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>
<b>INCOME BEFORE INCOME TAX EXPENSE (BENEFIT) AND EQUITY EARNINGS</b>	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
<b>NET INCOME</b>	1,919.8	1,931.3	1,928.9
Net Income (Loss) Attributable to Noncontrolling Interests	(1.3)	7.5	16.3
<b>EARNINGS ATTRIBUTABLE TO AEP COMMON SHAREHOLDERS</b>	<u>\$ 1,921.1</u>	<u>\$ 1,923.8</u>	<u>\$ 1,912.6</u>
<b>WEIGHTED AVERAGE NUMBER OF BASIC AEP COMMON SHARES OUTSTANDING</b>	<u>493,694,345</u>	<u>492,774,600</u>	<u>491,814,651</u>
<b>TOTAL BASIC EARNINGS PER SHARE ATTRIBUTABLE TO AEP COMMON SHAREHOLDERS</b>	<u>\$ 3.89</u>	<u>\$ 3.90</u>	<u>\$ 3.89</u>
<b>WEIGHTED AVERAGE NUMBER OF DILUTED AEP COMMON SHARES OUTSTANDING</b>	<u>495,306,238</u>	<u>493,758,277</u>	<u>492,611,067</u>
<b>TOTAL DILUTED EARNINGS PER SHARE ATTRIBUTABLE TO AEP COMMON SHAREHOLDERS</b>	<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)**

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

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

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

	AEP Common Shareholders						Total
	Common Stock		Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Noncontrolling Interests	
	Shares	Amount					
<b>TOTAL EQUITY – DECEMBER 31, 2016</b>	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
<b>TOTAL EQUITY – DECEMBER 31, 2017</b>	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)
<b>TOTAL EQUITY – DECEMBER 31, 2018</b>	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)
<b>TOTAL EQUITY – DECEMBER 31, 2019</b>	<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
<b>CURRENT ASSETS</b>		
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
<b>TOTAL CURRENT ASSETS</b>	<u>4,077.8</u>	<u>4,113.9</u>
<b>PROPERTY, PLANT AND EQUIPMENT</b>		
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
<b>Total Property, Plant and Equipment</b>	<u>79,145.7</u>	<u>73,085.2</u>
Accumulated Depreciation and Amortization	19,007.6	17,986.1
<b>TOTAL PROPERTY, PLANT AND EQUIPMENT – NET</b>	<u>60,138.1</u>	<u>55,099.1</u>
<b>OTHER NONCURRENT ASSETS</b>		
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
<b>TOTAL OTHER NONCURRENT ASSETS</b>	<u>11,676.4</u>	<u>9,589.8</u>
<b>TOTAL ASSETS</b>	<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
<b>CURRENT LIABILITIES</b>		
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
<b>TOTAL CURRENT LIABILITIES</b>	<u>10,299.1</u>	<u>8,648.8</u>
<b>NONCURRENT LIABILITIES</b>		
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
<b>TOTAL NONCURRENT LIABILITIES</b>	<u>45,571.4</u>	<u>40,985.8</u>
<b>TOTAL LIABILITIES</b>	<u>55,870.5</u>	<u>49,634.6</u>
Rate Matters (Note 4)		
Commitments and Contingencies (Note 6)		
<b>MEZZANINE EQUITY</b>		
Redeemable Noncontrolling Interest	65.7	69.4
Contingently Redeemable Performance Share Awards	42.9	39.4
<b>TOTAL MEZZANINE EQUITY</b>	<u>108.6</u>	<u>108.8</u>
<b>EQUITY</b>		
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)
<b>TOTAL AEP COMMON SHAREHOLDERS' EQUITY</b>	<u>19,632.2</u>	<u>19,028.4</u>
Noncontrolling Interests	281.0	31.0
<b>TOTAL EQUITY</b>	<u>19,913.2</u>	<u>19,059.4</u>
<b>TOTAL LIABILITIES, MEZZANINE EQUITY AND EQUITY</b>	<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
<b>OPERATING ACTIVITIES</b>			
<b>Net Income</b>	\$ 1,919.8	\$ 1,931.3	\$ 1,928.9
<b>Adjustments to Reconcile Net Income to Net Cash Flows from Operating Activities:</b>			
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
<b>Changes in Certain Components of Working Capital:</b>			
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)
<b>Net Cash Flows from Operating Activities</b>	<u>4,270.1</u>	<u>5,223.2</u>	<u>4,270.4</u>
<b>INVESTING ACTIVITIES</b>			
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
<b>Net Cash Flows Used for Investing Activities</b>	<u>(7,144.5)</u>	<u>(6,353.6)</u>	<u>(3,656.4)</u>
<b>FINANCING ACTIVITIES</b>			
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)
<b>Net Cash Flows from (Used for) Financing Activities</b>	<u>2,862.9</u>	<u>1,161.9</u>	<u>(604.9)</u>
<b>Net Increase (Decrease) in Cash, Cash Equivalents and Restricted Cash</b>	(11.5)	31.5	9.1
<b>Cash, Cash Equivalents and Restricted Cash at Beginning of Period</b>	444.1	412.6	403.5
<b>Cash, Cash Equivalents and Restricted Cash at End of Period</b>	<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

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

<b>PARTY OF RECORD</b>	<b>ATTORNEY</b>	<b>ATTORNEY</b>
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none	*Ramsey, Nedra PUCO 180 E Broad St 7th Floor	

5/27/2020

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

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