## Resolution 2025-071 A Resolution Approving a Construction Agreement with AEP

The Board of Trustee of Franklin Township, Franklin County, Ohio met in person in a Regular Meeting at 12:00p.m. on Thursday May 15, 2025 . The Trustee marked below made a motion for the adoption of the following resolution:

	made a motion for the adoption of the following resolution:		
	☑ Trustee Fleshman	□ Trustee Leezer	☐ Trustee Blevins
	<b>BE IT RESOLVED</b> that the Board of Trustees of Franklin Township, Franklin County, Ohio approves and authorizes the township administrator to enter into a Contribution-In-Aid-Of-Construction Agreement with American Electric Power (AEP) for electric service to the new road department building. (Exhibit A)		
	<b>BE IT FURTHER RESOLVED</b> that the Board of Trustees approves the expenditure not to exceed \$750.		
	BE IT FURTHER RESOLVED that all formal actions of this Board concerning and relating to this Resolution were passed in an open meeting of the Board, and that all deliberations of the Board and any of its committees that resulted in such formal action were in a meeting open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code		
<b>BE IT FURTHER RESOLVED</b> that this Resolution shall be declared an emergency and be in full force and effective immediately upon its adoption.			
	The following trustee marked below seconded the motion:		
	□ Trustee Fleshman	☐ Trustee Leezer	<b>□</b> Trustee Blevins
Roll was called for the adoption of the resolution, and the vote was as follows:			
	Fleshman: ☐ YES/ ☐NO	EXCUSED OF THE	O Blevins: TYES/ DNO
	James Leezer, Trustee		

Mike Blevins, Trustee

## AEP Ohio

Contribution-In-Aid-Of-Construction Agreement For Electric Distribution Service



CUSTOMER: FRANKLIN TOWNSHIP

2193 FRANK RD COLUMBUS, OH

CONTRACT #: DWMS00000620115 WORK REQUEST #: 89095804

Date: 2/12/2025

The Customer has requested the installation of electric distribution facilities (hereinafter referred to as "Basic Service") as follows: Replace 152' of #4 AL TD secondary with 1/0 AL TT secondary. Install down guy and anchor. Additionally, the Customer has requested Premium Service as follows:

AEP Ohio (hereinafter referred to as "Company") agrees to:

replace 152' of #4 AL TD secondary with 1/0 AL TT secondary. Install down guy and anchor. Customer agrees to:

gain inspection on meter base per AEP specifications, sign easement, and pay all up front fees.

In accordance with the Company's terms and conditions as filed with the Public Utilities Commission of Ohio, the Customer agrees to pay Ohio Power Company as follows:

- 1. \$358.99 up-front Contribution-In-Aid-Of-Construction for Basic Service, plus
- 2. \$0.00 up-front Contribution-In-Aid-Of-Construction for Premium Service, for a total of
- 3. \$358.99 as the combined up-front Contribution-In-Aid-Of-Construction for Basic Service and Premium Service.

All facilities installed by the Company will be and remain property of the Company. The Company expressly retains the right to use said lines and equipment for any purpose which Company deems advisable, including the distribution of electric service to other customers. However, if the electric distribution facilities installed as a result of this contract are subsequently used by the Company within fifty (50) months of installation to serve additional customers, the Customer may be entitled a refund of a portion of the Contribution-In-Aid-Of-Construction paid for Basic Service. It is the Customer's responsibility to initiate a request for refund in such instances and the Customer can contact the Company at any time to investigate their eligibility for a refund as development proceeds in their local area.

It is understood and agreed that the Company will not begin facilities construction until all Contribution-In-Aid-Of-Construction costs for Basic and Premium Services outlined above are received by the Company.

It is understood and agreed that this contract, and particularly the amounts of the Contribution-In-Aid-Of-Construction, are based on the specifics of the Customer's request for distribution electric facilities.

Other parties may have lines and/or equipment that utilize the Company's poles or other facilities. The Company is not responsible for the installation, relocation or removal of lines and/or equipment owned by such parties at this location. Each party is responsible for its own equipment and the time it takes to install, remove or relocate it. Any fees charged, or costs incurred, by other parties are the responsibility of the Customer, not the Company. The Customer is responsible for contacting the other parties, identified by the Company, and making arrangements with those other parties for any work that must be done to facilitate this contract.

If the Customer's request for facilities is altered or the Customer requests a delay or otherwise does not take service within six (6) months of execution of this contract, the Company reserves the right to adjust the amount of the Contribution-In-Aid-Of-Construction and other fees to reflect either the alteration in requested facilities or the delay in service, or both. Other contract terms associated with the Company's line extension policies and 'Plan of Service' may also be revised.

If the Customer does not initiate service within six (6) months of the completion of the Company's work, the Customer will be responsible for paying any portion of the Company's cost which was not covered by the upfront Contribution-In-Aid-Of-Construction.

Nothing herein contained shall be construed as a waiver or relinquishment by Company of any right it has or may hereafter have to discontinue service for or on account of default in the payment of any bill owing or to become owing or for any reason or cause stated in the Company's Tariff.

The quoted price will be valid for ninety (90) days from the date identified above.

By signing and returning this Agreement, Customer agrees to accept the above described terms and conditions.

Customer Company **Brian Miller** Ву Signature: Signature: Title: Design Technician Principle Title: Date: Date: 5/19/2025

Bill To: FRANKLIN TOWNSHIP 2193 FRANK RD COLUMBUS, OH 43223

Company No: 250

Contract No: DWMS00000620115

Date:

2/12/2025

## PRO FORMA

Customer No:

11135189

Purchase Order:

89095804

Description

Quantity UOM Init Amt

Net Amount

Replace 152' of #4 AL TD secondary with 1/0 AL TT secondary. Install down guy and anchor.

1.0 EA

358.99

358.99

Amount Due:

358.99

## Agreement instructions:

Step 1: A signed agreement is required regardless of how payment will be made. For faster processing, please email your signed agreement to your AEP representative. Alternatively, signed agreements can be mailed to:

AEP Ohio

Attn: Information Section 301 Cleveland Ave., SW Canton, OH 44702-1623

Step 2: Once the agreement has been processed, your AEP representative will provide you
with an invoice. (This may take 3 - 5 business days.)

**Step 3:** Follow payment instructions on bottom of invoice or customer payment option handout provided by your AEP representative.