



# UPPER ARLINGTON SCHOOLS

SERVE, LEAD, SUCCEED

Friday, November 6, 2020

District Central Office – 1950 N. Mallway Drive

10:00am – Special Meeting

- I. Meeting Called to Order/ Roll Call
- II. Approval of Agenda
- III. Pledge of Allegiance
- IV. Communications
  - a. Board President: Nancy Drees
    1. Matrix for all-in model for students in school based pathway
- V. Board Action on Matrix
- VI. Agenda – The Superintendent recommends the following business items for action:
  - A. Business
    - Chardsnyder: COBRA – *Exhibit VI-1*
    - Chardsnyder: S125 Flexible Benefits Cafeteria Plan (FSA) – *Exhibit VI-2*
    - VAT Inc. – Transportation Services– *Exhibit VI-3*
    - Contract with Pepsi-Cola Bottling Company of Columbus ending June 30, 2025
- VII. Consent Agenda – The Superintendent recommends the following items for action:
  - B. Construction
    - AEP Easement & Right of Way for 4101 Windermere Road – *Exhibit VII-1*
- VIII. Adjournment



## Notification of Renewal Rates

Employer Name: Upper Arlington City Schools  
 Effective Date: 01/01/2021  
 Plan: COBRA

Thank you for your continued confidence in our administrative services. Below is a summary of your upcoming plan year's renewal rates.

We are dedicated to providing our clients with excellent service at a reasonable and competitive price. The rates listed on this document are a summary of some fees listed in your Administrative Agreement. For complete rate details and additional option fees, please refer to your Administrative Agreement. If there are any discrepancies between this summary and what is stated in the Administrative Agreement, the Administrative Agreement will prevail.

We look forward to providing your employees with excellent service during your upcoming plan year. Please feel free to contact your account manager with any questions you may have.

	Current Pricing	New Pricing
Administration Fee	\$0.45 (Minimum: \$100.00) (Per Health Plan Eligible Per Month)	\$0.45 (Minimum: \$100.00) (Per Health Plan Eligible Per Month)

*The fees listed on this summary go through the effective date to the expiration date listed on the Administrative Agreement.*

# THIRD PARTY ADMINISTRATOR ADMINISTRATIVE SERVICE AGREEMENT COBRA PLAN

## UPPER ARLINGTON CITY SCHOOLS

---

### 1. Introduction

➤ **TPA Service Statement**

Chard, Snyder & Associates, LLC provides TPA expertise to plan sponsors for the alleviation of administrative requirements related to qualified and non-qualified employee benefit plans under current laws and regulations.

➤ **Administrative Agreement Description**

The following agreement outlines applicable services and fees offered by Chard, Snyder & Associates, LLC for the implementation and administration of a COBRA Plan. Request for services must be authorized by execution of this agreement by Upper Arlington City Schools ("Plan Sponsor" or "Employer") and Chard, Snyder & Associates, LLC ("TPA").

### 2. TPA Service Package Synopsis

➤ **Services Offered**

TPA will provide the services described in Schedule A. These services will be based upon information supplied by the Plan Sponsor and its Participants. The TPA shall perform services for each Participant in the order work is received.

➤ **Services Unavailable**

TPA will not provide the following services:

- Legal Services such as Plan drafting and / or Legal Counsel;
- Services required of the ERISA Plan Administrator as "defined in the Plan";

### 3. Plan Sponsor Responsibilities

The Plan Sponsor shall be responsible for the following activities at least two weeks prior to the commencement of services under this agreement associated with the setup and administration of COBRA:

- Complete roster of all employees who are active participants in covered health plans. This information may be submitted on forms provided by TPA; from computer records which contain the same information requested on forms provided by TPA or by providing copies of all health plan enrollment forms. The TPA relies on the accuracy of the information furnished by the Sponsor or the Sponsor's advisors. The TPA will not be responsible for errors due to reliance upon information provided by the Plan Sponsor. Corrections of such errors, and information not provided in a compatible electronic format may cause extraordinary labor charges and may be subject to a billable rate of \$50.00 per hour;
- Submit to TPA a completed and signed questionnaire regarding qualified health plans offered by the Plan Sponsor.
- Submit to TPA a completed data sheet (provided by TPA for each of the following: COBRA Participants, Qualifying Beneficiaries who have been notified and are in the election period, and Qualifying Beneficiaries who have not been notified.
- Following commencement of services under this agreement, the Plan Sponsor will notify TPA in writing within 25 working days of the date it has knowledge of the following:
  - Employees who have become eligible for and elected a covered benefit.
  - Qualifying Events (Death of a covered employee; Termination of employment; Reduction of work hours which cause loss of coverage; Divorce or legal separation of a covered employee; A covered employee's entitlement to benefits under title XVIII of the Social Security Act (Medicare); A dependent of a covered employee ceasing to be a dependent; or Changes to covered health plans (including insurers, rates, or benefits).

#### 4. Reports and Data, Ownership

All reports, data, and Plan related information shall remain the sole property of the Plan Sponsor. The TPA will provide the Plan Sponsor with any requested information using the electronic or printed format as used by the TPA for administration procedures.

#### 5. Terms of this Agreement

##### ➤ Willful Execution and Termination

This Agreement will be in effect beginning the date the Plan Sponsor and the TPA (the Parties of this Agreement) provide written execution and will end upon termination. Either party may terminate this Agreement as of the first day of any Plan Year by providing a 30 (thirty) day prior written notice. Either party may terminate this Agreement during the Plan Year if the other party has materially breached this Agreement. In that case, the breaching party will have 30 (thirty) days to correct the breach. If the breaching party does not correct the breach within that time, the non-breaching will have the right to terminate the Agreement. If TPA is the breaching party and does not correct the breach in accordance with this Section, then TPA agrees to waive termination fees listed in Schedule 1 that are normally applied to terminating groups.

##### ➤ Automatic Termination

This Agreement shall automatically terminate as of:

- The effective date of any legislation which makes the Plan and/or this Agreement illegal; or
- The date the Plan Sponsor becomes insolvent, bankrupt, or subject to liquidation, receivership, or conservatorship; or
- The termination date of the Plan (not to be misconstrued with the end of a Plan Year), subject to any Agreement between the Parties regarding the adjudication of Plan Benefits after the Plan is terminated.

##### ➤ Modifications and Amendments

This Agreement (and the attached Schedules) represents the entire Agreement between the Parties and may not be modified or amended except in writing by the Parties to be charged.

##### ➤ Rights of Assignment

This Agreement cannot be assigned without the other party's written consent.

#### 6. Fee Schedule and Terms of Payment

##### ➤ Fees Statement and Guarantees

The Plan Sponsor agrees to pay TPA appropriate fees as indicated in Schedule 1 and deemed necessary by this Agreement. TPA will retain any administrative fees added to premiums charged by the insurer. Fees are based upon the scope of services to be performed. The TPA reserves the right to require additional fees for extraordinary expenses which include but are not limited to multi-location groups, groups which necessitate travel expenses and/or employer-requested materials and services in addition to what is provided with this Agreement. Prior notification will be given, if applicable. The fees stated in this agreement are guaranteed up to a period of 36 months commencing on the date of this agreement.

##### ➤ Fee Frequency

The TPA will provide billing for services as follows:

- Monthly Administrative Fees for services incurred will be billed at the end of each Plan Month;
- TPA will retain any administrative fees added to premiums charged by the insurer.
- Termination Fees for services will be billed at time of Plan Termination;
- Additional Fees for extraordinary expenses as described in the Fee Statement will be billed in accordance with services incurred.

➤ **Payment Requirements**

The TPA provides the following payment requirements for the administration of a COBRA Plan:

- Monthly Administrative Fees shall be based on number of Health Plan Eligibles. The Health Plan Eligibles count obtained from results of the enrollment process shall be commensurate of the regular monthly Administrative Fee for the entire Plan Year. Additional consideration will be given for mergers, spin-offs, acquisitions, partial terminations (layoffs) and high enrollment periods throughout the Plan Year.
- Amounts outstanding over 60 (sixty) days will be considered delinquent. Failure to make timely payments can and will result in work being stopped.

## **7. Warranties, Representations and Understandings**

The Plan Sponsor warrants and represents that it is the legal Plan Administrator and sole fiduciary of the Plan or Plans covered by this agreement.

The Plan Sponsor reserves full authority to make all decisions regarding its COBRA administration, including those duties and responsibilities delegated TPA by this Agreement. In accordance with this Agreement, TPA will serve as a Service Provider under the direction of the Plan Administrator, but will not act as the Plan Administrator.

The Plan Sponsor shall take any and all necessary action and execute any and all necessary documents to authorize TPA to perform its functions and duties pursuant to this Agreement.

The Plan Sponsor agrees to timely provide TPA with information and/or documentation reasonably requested by TPA, which is necessary for TPA to fulfill the terms and conditions of this agreement.

TPA shall use reasonable care and due diligence in the exercise of its administrative services as defined by this Agreement. TPA agrees to indemnify and hold the Plan Sponsor harmless from all costs, expenses (including reasonable attorney fees), penalties and all other claims incurred by the Plan Sponsor as result of any breach by TPA under this Agreement. TPA agrees to maintain, at its own costs, errors and omissions, professional liability, and crime and theft insurance policies that covers TPA's acts under this Agreement. The terms of this paragraph will remain in effect indefinitely regardless of why and when this Agreement terminates.

**SCHEDULE A,  
TPA ADMINISTRATIVE SERVICES  
COBRA PLAN**

---

The Plan Sponsor has resolved to retain TPA to assist with certain compliance requirements of the Consolidated Omnibus Reconciliation Act of 1985 (COBRA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and any amendments thereto, hereinafter referred to as "the Acts";

TPA will assist its Benefit Plan's Administrator (as defined by the Acts) to provide notifications and services as indicated below for the fees quoted in the agreement:

- Initial Notification by First Class Mail with Proof of Mailing to employees who first become eligible under the covered benefit plans on or after the Plan Year begin date.
- Qualifying Event Notification by First Class Mail with Proof of Mailing Certification by U.S. Postal Service to Qualified Beneficiaries for Qualifying Events occurring after the effective date of this agreement.
- Update Notifications by First Class Mail to Covered Employees, COBRA Participants, and/or Qualified Beneficiaries as may be required by amendments to the Acts and the regulations, or changes to covered benefit plans.
- Termination Notification upon non-payment of premium or end of COBRA term.
- Billing, premium collection, and remittance to the Plan Sponsor. TPA will retain any administrative fees added to premiums charged by the insurer.
- All notices will comply and be sent in a timely manner as required under the Acts.
- Maintain computer and/or physical records of all notices.
- Maintain a database of qualifying beneficiaries to whom any notifications have been sent. Data will include all pertinent information reported by the Plan Sponsor.
- Provide the Plan Sponsor with confirmation reports of all activities.
- Notify the Plan Sponsor of any discrepancies or conditions it discovers during the course of its operations that may require action by Plan Sponsor.
- Notify the Plan Sponsor of known changes or updates relating to compliance with the Act.

**SCHEDULE 1,  
TPA ADMINISTRATIVE CHARGES  
COBRA PLAN**

---

➤ **COBRA Administration Fees**

- Administration Fee (Per Health Plan Eligible Per Month):..... \$0.45
- Qualifying Event Fee (per event): ..... Waived
- Midyear Termination Fee:..... One month's administration fee
- Plan Year End Termination Fee: ..... One month's administration fee
- Monthly Minimum Fee (all fees combined): .....(Minimum: \$100.00)
- Reporting to carrier (monthly fee per carrier):..... Waived
- Open enrollment mailings (per packet):..... \$15.00
- One-time initial notice to new hire employees (each):..... Waived

**ADDITIONAL ADMINISTRATION SERVICES AND FEE DETAIL**

➤ **COBRA Optional Service Fees**

- Remittance to carrier (monthly fee per carrier):..... \$0.00
- One-time initial notice to all active employees (each): ..... \$2.00

**PLAN EXECUTION  
COBRA PLAN**

---

---

Employer: Upper Arlington City Schools

Address: 1950 N. Mallway Drive  
Upper Arlington, OH 43221

Agreement Effective: 01/01/2021 - 12/31/2023

Subsequent Plan Years: 01/01 - 12/31  
Month/Day – Month/Day

On behalf of the above Plan, the undersigned authorized Plan Representative hereby requests the specific services outlined in this COBRA Plan Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

This Agreement is not effective until properly countersigned by an authorized representative of TPA:

TPA: Chard, Snyder & Associates, LLC

Address: 6867 Cintas Blvd  
Mason, OH 45040

President \_\_\_\_\_

*Barb Yearout*

Date 01/01/2021





## Notification of Renewal Rates

Employer Name: Upper Arlington City Schools  
 Effective Date: 01/01/2021  
 Plan: S125 Flexible Benefits Cafeteria Plan (FSA)

Thank you for your continued confidence in our administrative services. Below is a summary of your upcoming plan year's renewal rates.

We are dedicated to providing our clients with excellent service at a reasonable and competitive price. The rates listed on this document are a summary of some fees listed in your Administrative Agreement. For complete rate details and additional option fees, please refer to your Administrative Agreement. If there are any discrepancies between this summary and what is stated in the Administrative Agreement, the Administrative Agreement will prevail.

We look forward to providing your employees with excellent service during your upcoming plan year. Please feel free to contact your account manager with any questions you may have.

	Current Pricing	New Pricing
Annual Renewal Fee	Waived	Waived
Administration Fee (Per Participant Per Month)	\$3.75 (Minimum: \$100.00)	\$3.75 (Minimum: \$100.00)
Debit Card Fee* (If applicable)	Included  Activated: globally	Included  Activated: globally

**\*Debit Card:** Global Debit Card Definition – All participants enrolled in the plan will receive a debit card.

The fees listed on this summary go through the effective date to the expiration date listed on the Administrative Agreement.

**THIRD PARTY ADMINISTRATOR ADMINISTRATIVE SERVICE AGREEMENT  
S125 FLEXIBLE BENEFITS CAFETERIA PLAN**

**UPPER ARLINGTON CITY SCHOOLS**

---

**1. Introduction**

➤ **TPA Service Statement**

Chard, Snyder & Associates, LLC provides TPA expertise to plan sponsors for the alleviation of administrative requirements related to qualified and non-qualified employee benefit plans under current laws and regulations.

➤ **Administrative Agreement Description**

The following agreement outlines applicable services and fees offered by Chard, Snyder & Associates, LLC for the implementation and administration of a Section 125 Flexible Benefits Cafeteria Plan. Request for services must be authorized by execution of this agreement by Upper Arlington City Schools ("Plan Sponsor" or "Employer") and Chard, Snyder & Associates, LLC ("TPA").

**2. TPA Service Package Synopsis**

➤ **Services Offered**

TPA will provide the services described in Schedule A. These services will be based upon information supplied by the Plan Sponsor and its Participants. The TPA shall perform services for each Participant in the order work is received.

➤ **Services Unavailable**

TPA will not provide the following services:

- Legal Services such as Plan drafting and / or Legal Counsel;
- Services required of the ERISA Plan Administrator as "defined in the Plan";
- Services pertaining to COBRA Administration as "defined in the Plan" unless the Plan Sponsor has signed a full or FSA-only COBRA Administrative Agreement for the TPA

**3. Plan Sponsor Responsibilities**

The Plan Sponsor shall be responsible for the following activities associated with the setup, administration and implementation of a Section 125 Flexible Benefits Cafeteria Plan:

- Provide the TPA with any information deemed necessary, including, but not limited to, employee census records, Plan Year enrollment data, checking account and bank-related information relating to the Plan, and changes in employment status and/or contributions of Plan Participants. The TPA relies on the accuracy of the information furnished by the Plan Sponsor or the Plan Sponsor's advisors. The TPA will not be responsible for errors due to reliance upon information provided by the Plan Sponsor. Corrections of such errors, and information not provided in a compatible electronic format may cause extraordinary labor charges and may be subject to a billable rate of \$50.00 per hour;
- Provide Payroll Contribution Reporting to TPA each pay period in order for TPA to post participant contribution amounts to participant accounts each pay period and for the Plan Sponsor to verify and report to TPA participant status such as active or termination and contribution amount changes. Eligible Plans that setup Recurring Contribution Reporting, Plan Sponsor will provide a Payroll Contribution Report as of the first payroll at the beginning of the plan year. The TPA will then automatically post recurring contributions to the Plan each pay period throughout the remainder of the plan year on behalf of the Plan Sponsor. Plan Sponsors that setup Recurring Contributions Reporting will be responsible for reporting to TPA participant changes such as status changes and contribution amount changes. TPA will process contributions to the Plan based on the Recurring Contribution Report received for the first payroll each pay period and treat all participants as active unless otherwise notified by the Plan Sponsor.
- Payment of validated claims made pursuant to the Plan;

- Payment of expenses incidental to the Plan, except for expenses specifically assumed by the TPA in this Agreement;
- Delegation of the responsibilities of ERISA Plan Administration;
- Delegation of the responsibilities of COBRA Plan Administration;
- Timely and accurate filing of requisite reports. Most reports subject to penalty for late filing;
- Compliance to Plan regulations under S125 of the Internal Revenue Code, as amended.

#### 4. Reports and Data, Ownership

All reports, data, and Plan related information shall remain the sole property of the Plan Sponsor. The TPA will provide the Plan Sponsor with any requested information using the electronic or printed format as used by the TPA for administration procedures.

#### 5. Terms of this Agreement

##### ➤ Willful Execution and Termination

This Agreement will be in effect beginning the date the Plan Sponsor and the TPA (the Parties of this Agreement) provide written execution and will end upon termination. Either party may terminate this Agreement as of the first day of any Plan Year by providing a 30 (thirty) day prior written notice. Either party may terminate this Agreement during the Plan Year if the other party has materially breached this Agreement. In that case, the breaching party will have 30 (thirty) days to correct the breach. If the breaching party does not correct the breach within that time, the non-breaching will have the right to terminate the Agreement. If TPA is the breaching party and does not correct the breach in accordance with this Section, then TPA agrees to waive termination fees listed in Schedule 1 that are normally applied to terminating groups.

##### ➤ Automatic Termination

This Agreement shall automatically terminate as of:

- The effective date of any legislation which makes the Plan and/or this Agreement illegal; or
- The date the Plan Sponsor becomes insolvent, bankrupt, or subject to liquidation, receivership, or conservatorship; or
- The termination date of the Plan (not to be misconstrued with the end of a Plan Year), subject to any Agreement between the Parties regarding the adjudication of Plan Benefits after the Plan is terminated.

##### ➤ Modifications and Amendments

This Agreement (and the attached Schedules) represents the entire Agreement between the Parties and may not be modified or amended except in writing by the Parties to be charged.

##### ➤ Rights of Assignment

This Agreement cannot be assigned without the other party's written consent.

#### 6. Fee Schedule and Terms of Payment

##### ➤ Fees Statement and Guarantees

The Plan Sponsor agrees to pay TPA appropriate fees as indicated in Schedule 1 and deemed necessary by this Agreement. Fees are based upon the scope of services to be performed. The TPA reserves the right to require additional fees for extraordinary expenses which include but are not limited to multi-location groups, groups which necessitate travel expenses and/or employer-requested materials and services in addition to what is provided with this Agreement. Prior notification will be given, if applicable. The fees stated in this agreement are guaranteed for a period of 36 months, commencing on the date of this agreement, and are not subject to change.

➤ **Fee Frequency**

The TPA will provide billing for services as follows:

- Plan Document Fees and Installation and Implementation Fees will be billed at or before the first month of the Plan Year;
- Base Annual Fee will be billed at or before the first month of the Plan Year;
- Monthly Administrative Fees for services incurred will be calculated and billed at the end of each Plan Month;
- Termination Fees for services will be billed at time of Plan Termination;
- Additional Fees for extraordinary expenses as described in the Fee Statement will be billed in accordance with services incurred.

➤ **Payment Requirements**

The TPA provides the following payment requirements for the administration of a Section 125 Flexible Benefits Cafeteria Plan:

- Monthly Administrative Fees shall be based on number of Participants. Participants are defined as all eligible employees who have submitted an election form (or other conveyance of enrollment as deemed by the Plan Sponsor) expressing intent to participate in the Plan's Flexible Spending Accounts. The Participant count obtained from results of the enrollment process shall be commensurate of the regular monthly Administrative Fee for the entire Plan Year. Additional consideration will be given for mergers, spin-offs, acquisitions, partial terminations (layoffs) and high enrollment periods throughout the Plan Year. Any Participant who elects participation in both the Medical Spending Account and the Dependent Care Reimbursement Account will be counted as one Participant.
- Amounts outstanding over 60 (sixty) days will be considered delinquent. Failure to make timely payments can and will result in work being stopped.

## 7. Statement of Disclosure

The services provided in this engagement are not designed for the disclosure of errors, fraud, and / or illegal acts that may exist, nor can they be relied on for such disclosure. However, the TPA will inform the Plan Sponsor of any material errors, fraud and/or illegal acts that come to attention, unless they are clearly inconsequential. In addition, the TPA has no responsibility to identify and communicate significant deficiencies or material weaknesses in the Plan Sponsor's internal control as part of this engagement.

## 8. Warranties, Representations and Understandings

TPA shall use reasonable care and due diligence in the exercise of its administrative services as defined by this Agreement. TPA agrees to indemnify and hold the Plan Sponsor harmless from all costs, expenses (including reasonable attorney fees), penalties and all other claims incurred by the Plan Sponsor as result of any breach by TPA under this Agreement. TPA agrees to maintain, at its own costs, errors and omissions, professional liability, and crime and theft insurance policies that covers TPA's acts under this Agreement. The terms of this paragraph will remain in effect indefinitely regardless of why and when this Agreement terminates.

**SCHEDULE A,  
TPA ADMINISTRATIVE SERVICES  
S125 FLEXIBLE BENEFITS CAFETERIA PLAN**

---

TPA will provide the following administrative services checked below on a recurrent basis for the fees quoted in this Agreement:

- Section 125 Flexible Benefits Cafeteria Plan Design and Document Services**  
We will furnish a prototype Flexible Benefit Plan document and necessary forms for adoption of the Plan by the Corporation. If applicable, the TPA will ensure that the documents comply with the privacy rules under HIPAA. These documents are only specimens and may be reviewed by your attorney or tax advisor at your discretion. TPA will not normally revise plan documents except for the creation of amendments or restatements as required by Plan design changes. If requested and approved, we will make reasonable changes to the prototype at billable rate of \$50.00 per hour. Midyear plan amendments and restatements will be billed in accordance with Schedule 1 attached.
  
- Section 125 Flexible Benefits Cafeteria Plan Installation and Implementation Services**  
Services to include setup of Plan in Administration database, development and setup of all appropriate communication requirements, and all applicable services related to the preparing of an enrollment-ready group. All materials required for the setup and implementation of the Plan will be provided by the TPA according to fees described in Schedule 1.
  
- Section 125 Flexible Benefits Cafeteria Plan Enrollment Services**  
TPA is dedicated to providing education-driven enrollment campaigns. Fees for services will be charged in accordance with Schedule 1. Following are the services available for the enhancement of the Plan Sponsor's enrollment campaign:
  - Group Meetings**
    - o Power Point presentation conducted by the TPA
    - o Web Seminars for remote locations
  - Benefits Fair**
    - o Promotional Giveaways and Brochures, Question and Answer Session
  - Enrollment Materials for Eligible Employees**
    - o Standard Enrollment Materials
    - o Customized Enrollment Materials (additional charge for materials, printing, time and labor)
    - o On-Line Enrollment
  
- Section 125 Flexible Benefits Cafeteria Plan Administration Services**  
The Plan will be reviewed annually by the TPA to ensure that it complies with the various non-discrimination requirements specified by the Internal Revenue Code and IRS regulations. The TPA will also provide a completed, signature-ready Form 5500 for each Plan Year it is represented; and other government forms for Health FSA when applicable. Actual filing will remain the responsibility of the Plan Sponsor. All administration, accounting, and reimbursement checks from the Flexible Tax Savings Accounts will be handled by the TPA. This includes timely notice of salary reductions of employees' pay, and making all determinations about the suitability of enrollment data, requests for reimbursement and requests for Change in Family Status. Following are the Plan Administration services provided by the TPA:
  - Issue reimbursements (according to frequency indicated on Schedule 1)
  - Provide entry of claims submitted by Participants
  - Online Account access, including claim status, claim preparation and account balances
  - Provide Payment register for check / direct deposit processing and auto debit services
  - On-line Quarterly Employee Statements (Participants must provide email to receive statements)
  - Provide On Demand On-Line reporting for Plan Sponsor
  - Optional debit card program offered in accordance with Schedule 1 attached
  - Plan Year close-out reporting and Health FSA 5500 preparation, when applicable
  - Conduct Annual Non-Discrimination Testing.

**SCHEDULE 1,  
TPA ADMINISTRATIVE CHARGES  
\$125 FLEXIBLE BENEFITS CAFETERIA PLAN**

➤ **Administration Fees**

- Annual Renewal Fee:..... Waived
- Administration Fee (Per Participant Per Month):
  - Weekly Reimbursements (includes global debit card) .....\$3.75 (Minimum: \$100.00 monthly)
- Midyear Termination Fee:.....Administration fee thru runout period
- Plan Year End Termination Fee: .....Administration fee thru runout period
- Debit Card Fee (global activation): ..... Included

**ADDITIONAL ADMINISTRATION SERVICES AND FEE DETAIL**

➤ **Plan Design & Document Services**

- Renewal Plan Document Amendments/Restatements: ..... Included
- Midyear or IRS Mandated Plan Document Amendments/Restatements: ..... \$250.00

➤ **Plan Enrollment Services**

- Employee Meetings/Fairs/Webinars (each)..... Included
- Travel and Lodging Expenses for Employee Meetings/Fairs (more than 50 miles from Mason, OH) ..... At Cost
- Enrollment Materials:
  - Standard printed enrollment materials (each):..... Included
  - Customized printed enrollment materials (materials, print, time and labor): ..... At Cost
  - On-line enrollment ..... Included

➤ **Plan Administration Services**

- Reimbursement payments to home address (Based on Reimbursement Frequency): ..... Included
- On-line Quarterly Employee Statements by email:..... Included
- On-Demand On-line Reporting to Employer:..... Included
- Plan Year End Closeout Report: ..... Included
- Non-Discrimination Testing: ..... Included
- Direct Deposit Installation and Setup:
  - Data entry of Employee bank account information: ..... Included
  - ACH electronic transfers and Report Preparation  
(for Employer's and Employees' designated accounts):..... Included
  - Direct deposit application forms (for participants): ..... Included
- Debit Card Transaction Reports to Employer (if have debit card option):..... Included

➤ **Optional Reimbursement Frequency Fees**

- Claims Reimbursement more frequent than Weekly (plus PPM above, monthly minimum applies): ..... \$1.00

➤ **Optional 2.5 Month Grace Period Fees**

- 2.5 Month Grace Period Fee (Per Participant Per Month): ..... \$0.50

➤ **Optional Use of Chard Snyder Bank Account Fees**

- Use of Chard Snyder Bank Account Fee (based on number of participants):..... If applicable, see chart

Participants	Monthly Fee
1-99	\$50.00
100-499	\$125.00
500+	\$225.00

**PLAN EXECUTION  
SECTION 125 FLEXIBLE BENEFITS CAFETERIA PLAN**

---

Employer: Upper Arlington City Schools

Address: 1950 N. Mallway Drive  
Upper Arlington, OH 43221

Agreement Effective: 01/01/2021 - 12/31/2023

Subsequent Plan Years: 01/01 - 12/31  
Month/Day – Month/Day

On behalf of the above Plan, the undersigned authorized Plan Representative hereby requests the specific services outlined in this S125 Flexible Benefits Cafeteria Plan Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

This Agreement is not effective until properly countersigned by an authorized representative of TPA:

TPA: Chard, Snyder & Associates, LLC

Address: 6867 Cintas Blvd  
Mason, OH 45040

President \_\_\_\_\_

*Barb Yearout*

Date 01/01/2021 \_\_\_\_\_



AGREEMENT BETWEEN  
UPPER ARLINGTON CITY SCHOOLS  
AND  
V.A.T., INC.  
CONTRACT FOR TRANSPORTATION SERVICES

This Agreement is entered into on the date of the last signature set forth below (“Effective Date”), by and between the Upper Arlington City School District Board of Education, herein after called “UACSD”, and V.A.T., Inc., hereinafter called “Contractor”.

The parties hereby agree as follows:

**ARTICLE 1 - TERM OF AGREEMENT**

1.1 The term of this Agreement shall be from the Effective Date until August 31, 2021, or until revoked or cancelled per Article 18.

**ARTICLE 2 - Definitions**

2.1 **Contract Documents** - Collectively, all the various portions of the contract, including but not limited too: Contract, General Conditions, Special Conditions, Contractor Handbook, and specifications.

2.2 **Contractor** - Refers to the person or organization having direct contract with UACSD identified as such herein.

2.3. **Consumer** - Any individual enrolled in UACSD who will be transported by Contractor.

2.4 **Service** - Refers to the contract for transportation for regularly scheduled service, emergency or same-day service, and as needed service as specified in the contract documents.

2.5 **Vehicle** - Refers to UACSD vehicle(s) as originally designed and constructed at the factory and any and all modification or retrofitting of the vehicle certified by the manufacturer to meet any and all applicable Federal and State standards utilized in the performance of this Contract.

2.6 **Proposal** - The formula that sets the levels of service based on the number and type of vehicles committed and the rate per as specified in the Contract documents.

2.7 **Addendum** - Letter in writing, clarifying, amending or interpreting the Contract documents.

2.8 **Applicable Law** - Those Federal, State and local laws that govern the conduct of parties to this Contract and all administrative rules promulgated under the authority of such laws.

2.9 **Applicable Requirements** - Includes applicable law, the requirements of this Contract and UACSD regulations, policies and procedures that apply to the services provided under this Contract.

**ARTICLE 3 - CONDITIONS PRECEDENT**

*This Contract shall not be in effect, and no party shall be required to meet any of the requirements of this Contract, until all the following have occurred:*

3.1 The Contractor shall provide proof that all drivers and/or assistants to be used on UACSD routes, have completed all necessary training, background checks, substance abuse testing, and driving abstracts as outlined herein.

3.2 The Contractor shall provide UACSD with a current Certificate of Insurance, evidencing coverage in the amounts of, at least, \$1,000,000 per occurrence and \$3,000,000 in the aggregate, with UACSD being named as additional insured.

3.3 The Contractor will provide UACSD with a current copy of its policy and procedure manual which outlines the Contractors guidelines and procedures on applicable laws and requirements including drug and alcohol testing, employee training, vehicle maintenance and accident review procedures.

3.4 The Contractor shall present UACSD with proof that it is licensed to transport children to and from school by the Ohio Department of Public Safety pursuant to R.C. 4511.763.

#### **ARTICLE 4 - CONTRACTORS DUTIES, SAFETY, SERVICE**

4.1 **Description** - The Contractor shall provide transportation services for consumers enrolled in UACSD programs. These services shall include but are not limited to daily scheduled routes, emergency same-day service, on-call service and field/charter trips. The Contractor will be PUCO registered per ORC 4921.07 and provide proper vehicles, trained personnel, record keeping and billings for said services. The Contractor will abide by all applicable requirements including, but not limited to any applicable requirements contained in OAC 3301-83 and 3301-51-10 when transporting consumers and OAC 5123:2-1-03 and 5123:2-9-18 when transporting other individuals.

4.2 **Safety** - The safety of consumers transported under this agreement is of paramount importance. All personnel associated with this Contract shall be properly trained to ensure that consumers are safe and shall comply with all applicable laws that govern the transportation of consumers under this Agreement.

4.3 **Pick-up** - Pick-up and drop-off of UACSD consumers shall be within acceptable ranges of the designated times as determined and approved by UACSD. An assigned driver must notify the Contractor's dispatcher of any late run or delayed arrival, and Contractor shall immediately notify UACSD of the same.

4.4 **Dispatching** - The Contractor shall provide dispatching services between the hours of 05:00am and 08:00pm.

4.5 **Exclusive Trips** - The Contractor shall make exclusive trips directly to each consumer's residence for pick-up and/or drop-off. During such trips, the Contractor shall not transport non-UACSD passengers in assigned vehicle. Consumers fixed routes shall not be in transit for more than sixty (60) minutes one way.

4.6 **Dry Runs** - Contractor shall perform a "dry run" on any proposed route to ensure on-time performance.

4.7 **Route Changes** - Routes may be altered or changed upon request by UACSD.

#### **ARTICLE 5 - CONTRACTORS DUTIES - VEHICLES**

5.1 **Standards** - All vehicles used to provide services under the Contract must comply with all applicable laws, rules and regulations, including but not limited to all Federal, State and Local standards. Vehicles that do not meet all standards at the time of this agreement shall not be used or must be modified for use at the Contractors expense. All vehicles used in performance of this Contract will be properly marked with the Contractors name and County of business.

5.2 **Inspections** - All vehicles used in the transportation of UACSD consumers under this Contract are to be inspected and approved annually by the Ohio State Highway Patrol. Upon request the Contractor shall provide UACSD with copies of the most current inspection for any assigned vehicle.

5.3 **Possession of Vehicles** - The Contractor is always obligated to have the necessary vehicles to fulfill this Contract .

5.4 **Inspections** - UACSD reserves the right to inspect Contractor's vehicles used to transport consumers to verify safe vehicle operation and cleanliness, and to ensure compliance with all safety regulations and procedures as required by law. UACSD also reserves the right to inspect maintenance records, driver records, criminal background checks, training certifications and any other records relevant to this

Agreement. Disapproved vehicles and/or drivers may not be used to transport consumers under this Agreement.

**5.5 Auxiliary Equipment** - Contractor shall ensure that all auxiliary equipment (including but not limited to restraining straps, harness systems, booster seats and car seats), shall meet all applicable laws, rules and regulations, and be stored and maintained in a safe and efficient operation condition.

## **ARTICLE 6 - CONTRACTORS DUTIES - VEHICLE MAINTENANCE**

**6.1 Maintenance Facilities** - The Contractor represents that it has adequate local maintenance facilities and personnel and on-demand maintenance services for all vehicles. The Contractor shall perform maintenance in accordance with all applicable laws, rules and regulations.

**6.2 Maintenance Reports** - Contractor will maintain and make available upon request by UACSD all maintenance records for assigned vehicles. The Contractor shall make available vehicle maintenance records in case of accidents or litigation involving UACSD consumers.

## **ARTICLE 7 - CONTRACTORS DUTIES - VEHICLE SAFETY**

**7.1 Safety Restraints** - No consumers should be transported if required equipment/device is not present or in good working order.

**7.2 Wheelchairs** - All wheel chairs shall be collapsed and secured in a safe manner. Any wheelchair bound consumer requiring transportation will need to be assigned to one of the Contractors two (2) lift equipped vehicles.

**7.3 Supplies** - Contractor shall provide adequate first-aid supplies, fire blankets, fire suppression equipment, body fluid clean-up kits, belt cutters, fuses, spare fuses and emergency reflectors on each assigned vehicle.

**7.4 Radios** - The contractor shall ensure that each vehicle is equipped with two-way radio communication devices capable of immediate contact with the Contractors dispatchers. Unless an emergency exists, cell phones or any other electronics communication devices are not to be in use while driving, loading, or unloading consumers.

**7.5 Safety / Evacuation Drills** - Contractor shall semi-annually review, perform and document safety and evacuation procedures/drills with all UACSD consumers it transports. Said drills will be performed on UACSD property with supervision. UACSD shall be permitted to observe such evacuation procedures/drills, and to inspect any reports, records, or documentation related to the same.

**7.6 Vehicle Pre-trip and Post-trip Inspections** - Contractor shall ensure that each vehicle has a pre-trip and post-trip inspection, in accordance with O.A.C. 3301-83-11, performed by the assigned driver before and after any UACSD routes are performed. All documentation of inspections will be maintained by the Contractor at their facility for a period of six months and available for inspection by UACSD upon request.

## **ARTICLE 8 - CONTRACTORS DUTIES - ROUTE SHEETS**

**8.1 On File** - Contractor shall keep on file current route directions. Directions must be accessible by Contractor's dispatching staff and management. UACSD will be provided with copies of route directions as changes are made.

**8.2 Location** - Current route sheets shall accompany any assigned vehicle. Route sheets, at a minimum must include the following for each consumer: name, address, telephone number, pick-up and drop-off times. Route sheets shall list all assigned passengers. Routes shall not be combined nor materially changed by Contractor unless agreed to by UACSD.

**8.3 Emergency Medical Information** - Emergency medical information shall be kept in an easily accessible, secure and confidential location inside each assigned vehicle as well as the Contractors offices. Contractor

shall comply with all state and federal laws and regulations regarding the confidentiality of emergency medical information.

## **ARTICLE 9 - CONTRACTORS DUTIES - PERSONNEL**

Prior to transporting consumers under this Contract, Contractor shall ensure that all personnel assigned to the subject services are properly licensed, certified, and trained to carry on their duties, including any UACSD required training.

**9.1 Responsibility** - Contractor shall be responsible for the performance of all personnel its employ during the terms of this Contract.

**9.2 Duties** - The Contractor's representative shall directly administer the performance of the following tasks: ensuring all safety of UACSD consumers, employee hiring, training, supervision and evaluation; road supervision, customer satisfaction, timely and accurate submission of reports and invoices and responses to any/all UACSD questions/directives.

**9.3 Driver Qualifications** - All drivers shall be licensed and certified in accordance with all applicable laws, rules and regulations, including but not limited to the requirements set forth in O.A.C. 3301-83-06, 3301-83-07, and 3301-83-10. Driver must meet the following criteria:

- Be at least 21 years of age with 2 years driving experience

- Hold a valid Commercial Drivers License (S & P Endorsements)

- Complete required Ohio Department of Education pre-service training

- Pass all required criminal record checks, driving record check and substance abuse testing

- Have at least a high school diploma or GED

- Medically qualified having passed the required T-8 physical exam

**9.4 Criminal Records Checks** - Pursuant to ORC 5126.281, 3919.39, and O.A.C. 3301-83-23, the Contractor shall conduct criminal records checks, for each driver assigned to work with UACSD consumers. Background checks must be updated every six (6) years when recertified by the Ohio Department of Education. Criminal records check will be maintained by the Contractor and will be provided for review upon request. Contractor shall not permit an individual to perform any services under this Agreement who has not successfully completed a criminal records check.

**9.5 Driving Abstracts** - Contractor will print driving abstracts for assigned drivers annually or in accordance with any laws, rules and/or regulations.

**9.6 Substance Abuse Testing** - Contractor will perform required substance abuse testing of all employees in accordance with Federal Department of Transportation laws, and O.A.C. 3301-83-06. At no point will a driver be assigned who has tested positive for either drugs and/or alcohol.

**9.7 Drug Free Workplace** - The Contractor operates its business as a Drug Free Workplace and has a written "Zero Tolerance" policy. Drivers who test positive for a controlled substance and/or alcohol are terminated from employment.

**9.8 Assignment** - To ensure route consistency the Contractor agrees to assign specific drivers and substitutes to UACSD routes. The Contractor agrees to report any changes in route assignments to the designated UACSD representative.

**9.9 Approval** - UACSD reserves the right to disapprove the assignment of any Contractors drivers or substitutes at any time during this Contract.

## **ARTICLE 10 - CONTRACTORS DUTIES - MISCELLANEOUS**

**10.1 Recommendations** - The Contractor is encouraged to recommend improvements to service to UACSD

**10.2 Incidents** - The Contractor will report all incidents to UACSD

**10.3 General** - Contractor will carry out its duties in accordance with all applicable laws, rules and regulations.

**10.4 Employment Practices** - Contractor will comply with all applicable requirements regarding employment practices and wage/hour standards. Contractor will not discriminate in its employment based upon race, sex, age, religion, sexual orientation or disability, military status, familial status, national origin, color, or ancestry.

**10.5 Privacy of Protected Information** - Contractor agrees to comply with Department of Health and Human Services Privacy Regulations under CFR 45, Sections 160 and 164. Contractor agrees to keep private all information related to UACSD consumers. Pertinent information will only be shared with assigned drivers.

## **ARTICLE 11 - TRAINING**

**11.1 Training Procedures** - The Contractor shall submit to UACSD copies of its written training procedures for drivers.

**11.2 Contractor Supplied Training** - The Contractor shall provide American Red Cross Community CPR / First Aid and Safety Training, or National Safety Council CPR / First Aid and Safety Training , or equivalent. Contractor will provide all required Ohio Department of Education training.

**11.3 UACSD Sponsored Training** - The Contractor agrees to make assigned drivers available for any/all UACSD required training. Training will be provided free of any fees/charges.

**11.4 In-service** - Contractor agrees to hold annual inservice classes for drivers. Each class will be a minimum of four (4) hours.

**11.5 Maintenance of Records** - Drivers records will always be maintained and stored by the Contractor during this Contract. Documentation will be made available for review in the Contractors offices only.

## **ARTICLE 12 - INSURANCE**

**12.1 Type** - Contractor shall carry for the duration of this contract the following, in an amount acceptable to UACSD:

Comprehensive General Liability Insurance

Workers Compensation Insurance in an amount not less than required by Ohio law.

Vehicle Insurance

**12.2 Additional** - Contractor will be named as additional insured and issued a Certificate stating such.

**12.3 Cancellation** - All insurance policies shall provide for a minimum of thirty (30) days written notice of any policy change or cancellation to be provided to additional insured.

## **ARTICLE 13 - UACSD DUTIES**

**13.1 Changes** - UACSD may order changes to any route, driver assignment or assigned vehicle. Such changes shall be made via email to the Contractors designated manager.

**13.2 Special Assistance** - UACSD shall provide instructions to Contractor for any consumer requiring special assistance.

**13.3 Route Design** - UACSD will approve all route designs as well as any subsequent changes

**13.4 Notification** - UACSD shall provide specific date and times for commencement of assigned services and advanced notification of service cancellation.

**13.5 Inclement Weather / Route Cancellation** - Contractor may make suggestions as to adjusting transportation services during inclement weather; however, UACSD shall have the exclusive right to cancel and/or delay all contracted routes due to weather or other reasons.

**13.6 Representative** - UACSD shall provide the Contractor with a designated point of contact who will be responsible for supervising said contracted services.

**13.7 Payment** - UACSD shall pay the Contractor for the services hereunder at the rate stated in Article 15. Payment shall be made within thirty (30) days of the date of Contractor's invoice. Invoices past thirty (30) days will be subject to finance charges, as set forth in Article 15.2. Invoices in excess of sixty (60) days will be cause for suspension of service.

## **ARTICLE 14 - ASSIGNMENT OF CONTRACT**

**14.1** The Contractor shall make no assignment and/or transfer of any duties or rights under the Contract in whole or in part without prior written consent of UACSD.

## **ARTICLE 15 - RATE FOR TRANSPORTATION SERVICES**

**15.1 Fees** - The Contractor's Fees for the services to be provided shall be as follows:

<b>Driver Lease Per Hour (Contractor Employed minimum per day)</b>	<b>\$38.00 per person/hour (5 Hour)</b>
--	---

<b>Commission (Paid if Contractor driver hired by UACSD)</b>	<b>\$6,900.00 per person</b>
--	------------------------------

<b>On-Call / Charter Service</b>	<b>\$70.00 per hour per bus</b>
----------------------------------	---------------------------------

**15.2 Drivers** - UACSD agrees to set the number of drivers daily. The Contractor shall be subject to a \$200.00 penalty if it fails to provide UACSD with the Requested number of drivers.

**15.3 No Employment Relationship** - Contractor acknowledges and agrees that none of its employees, agents or assigns performing any work under this Agreement shall be considered employees of UACSD with respect to any federal, state or local laws. Contractor shall be responsible for and/or pay any wages, benefits, charges, fees, and /or taxes including social security taxes, workers' compensation taxes, unemployment taxes and/or any other governmental charges or taxes, including any contributions to the School Employees Retirement System, employees, subcontractors, agents or assigns performing any work under this Agreement. Contractor shall indemnify, defend, and hold harmless UACSD, its employees, agents, insurers, and assigns from any demand, action, charge, cause of action or suit of any kind or nature whatsoever from Contractor's failure to collect and/or pay any such wages, benefits, charges, fees, and/or taxes. Contractor acknowledges and agrees that it shall maintain workers' compensation insurance for its employees, agents or assigns performing work under this Agreement in an amount not less than required by law. Should Contractor permit an individual to perform work on its behalf under this Agreement who is not covered by Contractor's workers' compensation insurance, Contractor shall indemnify, defend, and hold harmless UACSD, its employees, agents, insurers, and assigns from any demand, action, charge, cause of action or suit of any kind or nature whatsoever, including any claim for workers' compensation, that may arise from the presence of an individual performing work under this Agreement that is not covered by workers' compensation insurance.

**15.2 Invoices** - Invoices shall be submitted bi-weekly. Invoices shall include employee name, dates of service, route number, locations and programs. Invoices are due upon receipt. Open invoices past thirty (30) days will be subject to finance charge of 2% per month compounded monthly. Invoices that exceed sixty (60) days will be cause for service to be suspended until balance is paid in full. The Contractor shall send all invoices to:

Upper Arlington City Schools

Attention: Don Williams, Director of Transportation  
4104 Roberts Rd., Columbus, OH 43228

OR via email to: [dawilliams@uaschools.org](mailto:dawilliams@uaschools.org)

**ARTICLE 16 [OMITTED]**

**ARTICLE 17 - EXTENT OF AGREEMENT**

**17.1 Entire Agreement** - The agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiation(s), representations or agreement, either written or oral.

**ARTICLE 18 - CONTRACT TERMINATION / MODIFICATION**

**18.1 Non-Performance** - Either party will be excused from its obligations under this Contract if it fails to perform in the customary manner because of, but not limited to, the following; an act of God, war, floods, fire, strike, work stoppage, partial or total interruption or loss of transportation facilities or lockout. The representative, as defined in Article 13, reserves the right to immediately cancel this Contract should the health and/or safety of UACSD consumers be in question.

**18.2 Right to Cancel** - Each party reserves the right to cancel the Contract with thirty (30) days written notice to the other party. Notice shall be made in writing and mailed to:

Upper Arlington City Schools  
Attention: Don Williams, Director of Transportation  
4104 Roberts Rd., Columbus, OH 43228

AND

V.A.T., Inc.  
2047 Leonard Avenue  
Columbus OH 43219

**18.3 Modification / Amendment** - This Contract may be amended or modified only by written instrument signed by both parties and attached hereto.

Signatures:

  
\_\_\_\_\_  
Paul A. Vellani, President VAT

October 30 2020  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Chris Potts, Chief Operating Officer,  
Upper Arlington City School District

\_\_\_\_\_  
Date

Eas. \_\_\_\_\_



An AEP Company

BOUNDLESS ENERGY™

### Easement & Right of Way

**Board of Education of The Upper Arlington City School District**, "Grantor(s)", in consideration of \$1.00, the easement terms, and other good and valuable consideration from Ohio Power Company an Ohio corporation and a unit of American Electric Power, 700 Morrison Road, Gahanna, OH 43230, "Grantee", the receipt and sufficiency of which is acknowledged, grants and conveys with general warranty covenants to Grantee its successors, assigns, lessees, licensees and tenants, a right of way and easement, "Easement" for electric and other current/future energy or communication purposes underground, in, on, through and across the following described lands situated in the State of Ohio, County of Franklin, City of Upper Arlington, being a part of Lot 13, Lot 14, and Lot 15 as described in Official Record Volume 2042, Page 27, Volume 2077, Page 580 and Volume 1911, Page 230 of the Franklin County Recorder's Office (Parcel # 070-007655-00).

**Said lines and facilities shall be constructed within the limits of certain strips of land. The dimensions of which are shown on the attached drawing marked Exhibit "A" and made a part hereof.**

This Easement conveys all necessary and convenient rights for the Easement's use, including, without limitation, the rights to: construct, operate, maintain, inspect, protect, repair, replace, enlarge, upgrade, extend or remove utility facilities and relocate within the Easement, all necessary and convenient facilities which include but are not limited to: conductors, conduits, enclosures, grounding systems, foundations, manholes, and associated equipment, adding thereto from time to time; perform grading or filling for such facilities; cut, trim, remove and/or otherwise control, with herbicides or by other means, at Grantee's option (without any liability to Grantor), any trees, limbs or branches, brush, shrubs, undergrowth, of whatever size, buildings, structures, pavement, or other obstructions that in Grantee's reasonable judgment endanger or interfere with the safety or use of its facilities, both within and adjoining the Easement. Within the Easement, Grantor shall not: place any structures, piles or debris, change the level of the ground by excavation or mounding without Grantee's written consent, allow any construction that would be inconsistent with the National Electric Safety Code or Grantee's design standards, nor permit or cause any excavation, except for other utilities, provided such utilities rights do not conflict with this Easement. This Easement also conveys the right of ingress and egress in and over any reasonable routes at all times. If any governmental authority requires Grantee to relocate the facilities contemplated by this



grant, this Easement conveys the right to relocate such facilities to a comparable location of Grantee's choosing, without the need for a new easement.

Grantor may use its property for all purposes not inconsistent with the full enjoyment of the Easement, but Grantor acknowledges high voltage electric lines will be constructed within the Easement and Grantor shall use its property in a manner consistent with all applicable safety rules and regulations for working near electric lines. Safety/required clearance issues may be referred to Grantee's Engineering Group. Grantee shall restore the premises or pay reasonable damages done to fences, drains, seeded lawns (not landscaping), gates, ditches and crops caused by Grantee's use of the Easement. Grantor has authority to grant this Easement. No delay or omission by Grantee in exercising any right hereunder shall operate as a waiver or forfeiture of such right. This Easement grant is effective and binding upon the parties, their successors, assigns, lessees, licensees, heirs and legal representatives, and if any term hereunder is held invalid, the remainder shall not be affected thereby.

WITNESS, Grantor signed this Easement on the \_\_\_\_ day of \_\_\_\_\_, 2020.

**Board of Education of  
The Upper Arlington City School District**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_, }

COUNTY OF \_\_\_\_\_ }

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ (Name), \_\_\_\_\_ (Title of Officer) of **Board of Education of The Upper Arlington City School District**.

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

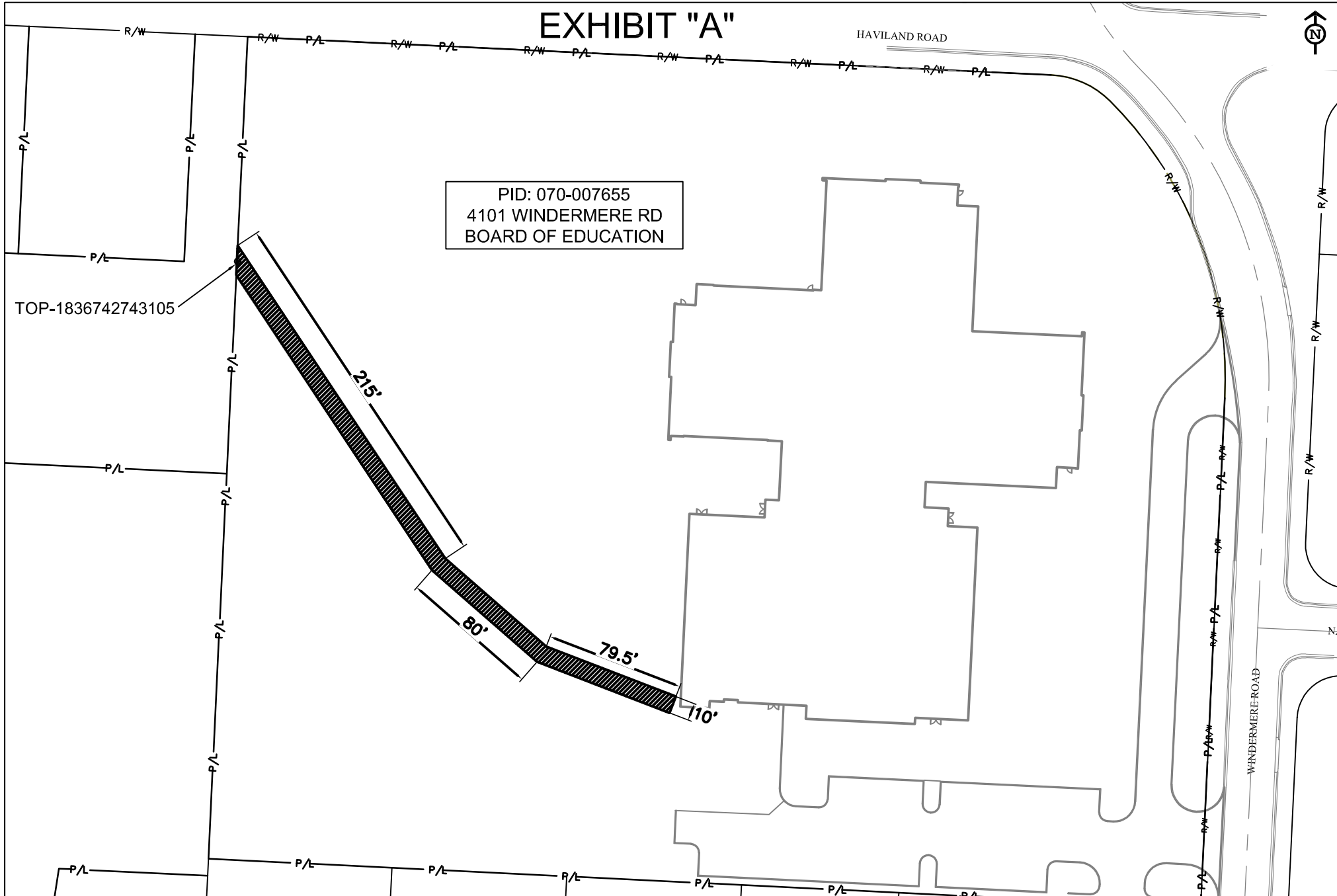
# EXHIBIT "A"


HAVILAND ROAD

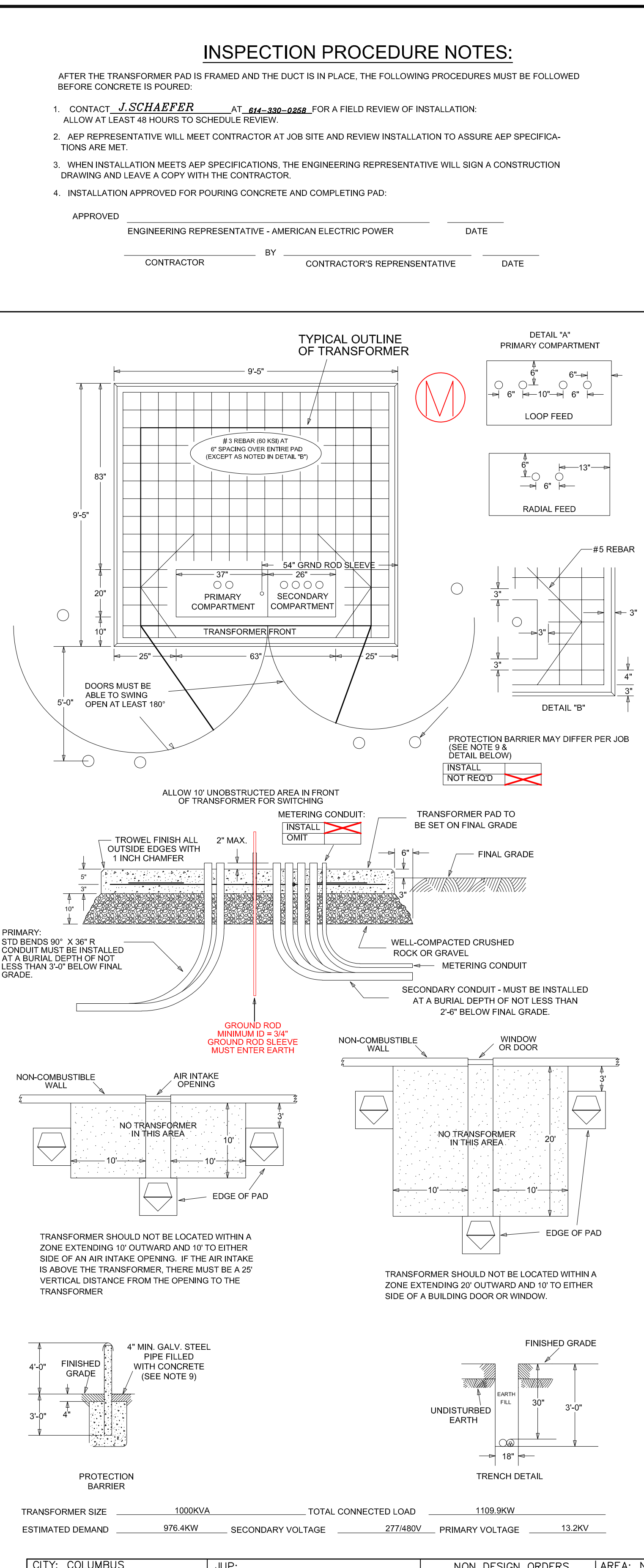
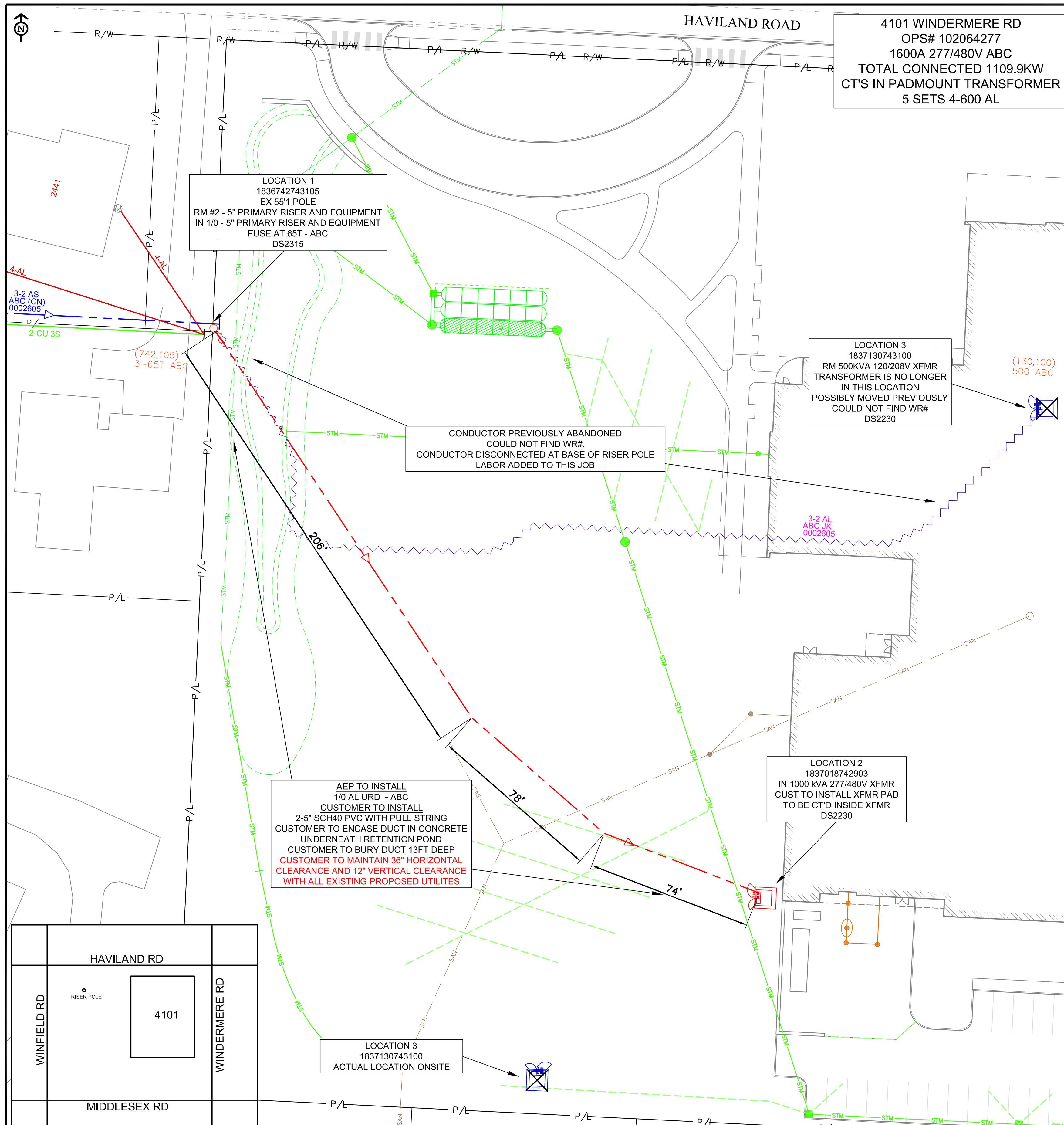


PID: 070-007655  
4101 WINDERMERE RD  
BOARD OF EDUCATION

TOP-1836742743105



	AMERICAN ELECTRIC POWER	State: OHIO	Scale: NTS
		County\Parrish: FRANKLIN	Drawing No: 77969134
		Township:	Date: 10/15/2020
		Drawn by: JERIEL SCHAEFER	



### REQUIREMENTS FOR THREE PHASE PAD MOUNT TRANSFORMER FOUNDATIONS

FAILURE TO FOLLOW ALL CONDITIONS ON THIS SHEET MAY RESULT IN A DELAY OF SERVICE - PLEASE READ CAREFULLY

- AFTER PRIMARY AND SECONDARY CONDUITS ARE IN PLACE, THE AREA FOR THE TRANSFORMER FOUNDATION MUST BE THOROUGHLY COMPACTED BEFORE PLACING CRUSHED STONE OR GRAVEL AND BEFORE POURING FOUNDATION.
- CONCRETE TO BE CITY OF COLUMBUS OR STATE OF OHIO DEPARTMENT OF TRANSPORTATION CLASS 'C' WITH 6% +/- AIR ENTRAINMENT, 2'-4" SLUMP, AND 3500 PSI MINIMUM. PAD TO BE CONSTRUCTED OF A MINIMUM 3 INCH COVER OVER ALL REBAR. WIRE MESH WITH A MINIMUM CROSS-SECTIONAL AREA OF 0.176 SQUARE INCHES PER FOOT OF PAD WIDTH MAY BE USED IN PLACE OF REBAR.
- THE TYPE, THICKNESS, AND REINFORCING OF THE FOUNDATION IS A MINIMUM DESIGN. ACTUAL FOUNDATION FURNISHED MAY EXCEED THESE REQUIREMENTS, BUT MUST BE APPROVED BY AEP ENGINEERING. PRIMARY AND SECONDARY MUST COME THROUGH THE FOUNDATION IN DESIGNATED AREAS.
- THE FOUNDATION SHALL BE LOCATED AWAY FROM WINDOWS, DOORS, FIRE ESCAPES, ENTRANCES, AND VENTILATING DUCTS. THE LOCATION MUST COMPLY WITH THE NATIONAL ELECTRICAL CODE FOR OIL INSULATED TRANSFORMERS INSTALLED OUTDOORS.
- THE FOUNDATION SHALL BE PLACED 3'-0" HORIZONTALLY FROM BUILDING OR STRUCTURE. SINGLE-STORY BUILDINGS WITH ROOF OVERHANGS REQUIRE THAT THE FOUNDATION BE PLACED NO CLOSER THAN 3'-0" HORIZONTALLY OUT FROM THE EDGE OF THE OVERHANG. A 10' UNOBSTRUCTED AREA IN FRONT OF THE TRANSFORMER IS REQUIRED FOR SWITCHING.
- THE CUSTOMER SHALL BE RESPONSIBLE FOR OBTAINING ANY INSPECTIONS OR APPROVALS NECESSARY TO ENSURE COMPLIANCE WITH ALL APPLICABLE BUILDING OR FIRE CODES, AND LOCAL ORDINANCES AND LAWS.

ITEMS TO BE FURNISHED & INSTALLED	AEP TO FURNISH	AEP TO INSTALL	CUSTOMER TO FURNISH	CUSTOMER TO INSTALL
RISER STANDARD				
PRIMARY CABLE SIZE STOCK CODE NO.				
LOADBREAK CONNECTORS (ELBOWS) STOCK CODE NO.				
TERMINATORS STOCK CODE NO.				
SLEEVE FOR GROUNDING ROD				
GROUNDING STOCK CODE NO. 47-8560				
SECURITY PADLOCK STOCK CODE NO. 43-6406				
METER			KWH KWD RKVA QUAN	
CT RATED METER TRIM			WINDOW TYPE BUSHING TYPE	
METERING TRANSFORMERS APPROVED BY METER DEPT. DATE				
METER WIRE FROM METERING TRANSFORMER TO METER				
CONDUIT FOR METER WIRING FROM TRANSFORMER TO METER TRIM				
TRANSFORMER (HEAD FRONT UNLESS PRIMARY OTHERWISE NOTED)				
TERMINAL POLE AND FRAMING				
GUARD POST (SEE DETAIL 'B')				
EASEMENT OR RIGHT OF WAY				
CONCRETE PAD				
TRENCHING				
PRIMARY DUCT				
SECONDARY DUCT				
SECONDARY CONDUITS & LUGS (SEE NOTE 4)				
PULLING WIRE (FISH WIRE), STRING, OR ROPE, IN DUCT				

### NOTES

- CUSTOMER'S PORTION SUBJECT TO INSPECTION BY LOCAL GOVERNMENT, BUILDING AUTHORITIES AND AEP PRIOR TO ACTIVATING TRANSFORMER
- METER LOCATION AND ROUTE OF METERING CONDUIT SHALL BE APPROVED BY AEP PRIOR TO INSTALLATION
- DESIGN OF CUSTOMER OWNED CABLES, INCLUDING SIZE AND NUMBER ENTERING OR LEAVING COMPANY EQUIPMENT MUST BE APPROVED BY AEP PRIOR TO INSTALLATION.  
 SIZE 600 AL NUMBER 5 SETS OF 4 APPROVED J. SCHAEFER
- COMPRESSION TYPE CONNECTORS SHOULD BE USED WHEN ATTACHING ANY CABLE TO COMPANY EQUIPMENT. CONNECTORS MUST HAVE NEMA STANDARD DRILLING. USE 2-HOLE CONNECTORS FOR 350 MCM AND LARGER CABLES. CONNECTORS MUST BE COMPATIBLE WITH THE METAL USED IN THE CABLE. THE WIDTH OF LUGS NOT TO EXCEED 1-3/4 INCH.  
 THE OWNER OF EACH CABLE SHALL FURNISH AND INSTALL CONNECTORS ON EACH OF THEIR CABLES. CABLES MUST BE INSTALLED AND TERMINATED TO PLACE A MINIMUM STRAIN ON THE POINT OF ATTACHMENT TO THE EQUIPMENT. THE OWNER OF THE CABLE SHALL ATTACH THE CABLE TO THE EQUIPMENT USING BOLTS PROVIDED BY THE EQUIPMENT OWNER. THE BOLTS MUST BE INSTALLED FINGER TIGHT ONLY. THE OWNER OF THE EQUIPMENT SHALL SECURELY TIGHTEN THE BOLTS.
- PASSAGE TO PROPOSED TRANSFORMER LOCATION MUST BE ACCESSIBLE BY TRUCK REQUIRING 12' HIGH BY 10' WIDE OPENING IN WALLS AND FENCES AND PASSABLE REGARDLESS OF WEATHER OR SOIL CONDITIONS.
- TRANSFORMER COMPARTMENT SHALL BE ACCESSIBLE TO AEP ONLY.
- UNDERGROUND CABLE ROUTE BETWEEN TERMINAL POLE AND TRANSFORMER PAD TO BE WITHIN 6" OF FINAL GRADE.
- SECONDARY ENCLOSURE IS REQUIRED WHEN SPECIFIED BY AEP. AEP WILL FURNISH, INSTALL AND MAINTAIN SECONDARY ENCLOSURE WHEN REQUIRED. SECONDARY ENCLOSURE TO BE ACCESSIBLE TO AEP ONLY. PAD FOR SECONDARY ENCLOSURE (INCLUDING CONDUITS) TO BE FURNISHED BY CUSTOMER AND CONSTRUCTED IN ACCORDANCE WITH AEP SPECIFICATIONS AND STANDARDS. CUSTOMER TO PERMANENTLY MARK CONDUITS ROUTED TO TRANSFORMER AND TO LOAD.
- PROTECTION BARRIER - 4" MIN STEEL POSTS FILLED WITH CONCRETE AND SET IN CONCRETE. MINIMUM HEIGHT 4 FEET. MUST BE PROVIDED. LOCATIONS SHALL BE SPECIFIED BY THE AEP ENGINEER TO INSURE ACCESS TO TRANSFORMER. BARRIERS SHALL BE PLACED SO THAT BOTH TRANSFORMER DOORS CAN FREELY SWING OPEN AT LEAST 180°. NO NEW BARRIERS SHALL BE PLACED OR EXISTING ONES MOVED AFTER TRANSFORMER INSTALLATION. ANY EXCEPTIONS TO THIS RULE MUST BE APPROVED BY THE AEP ENGINEER IN WRITING, AFTER CONSULTING THE APPLICABLE LINE DEPARTMENT.
- COMBUSTIBLE MATERIALS, COMBUSTIBLE BUILDINGS OR PART OF BUILDINGS, FIRE ESCAPES, AND DOOR AND WINDOW OPENINGS SHALL BE SAFEGUARDED FROM TRANSFORMER FIRES BY APPROVED SEPARATIONS, FIRE WALLS OR ENCLOSURES.
- METERING CONDUIT 2" GALV. STEEL OR RIGID CONDUIT OF SCH 40 OR DB. LESS THAN 25' IN LENGTH.
- DUCTS THAT WILL HAVE PRIMARY CABLE ARE TO BE INSTALLED SIDE BY SIDE TOWARDS THE FRONT OF THE PAD. PRIMARY DUCTS MAY EXTEND IN ANY DIRECTION AS REQUIRED TO TERMINAL POLE. DO NOT INSTALL MORE THAN 2 ELBOWS TO A TERMINAL POLE.
- ACCEPTED AND APPROVED FOR CUSTOMER:  
 SIGNED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 TRANSFORMER EQUIPMENT FORWARD TO STORES: DATE: \_\_\_\_\_

AEP CONTACTS JERIEL SCHAEFER (TECHNICIAN) 614-932-1922 STEVE BRANN (COORDINATOR) 614-932-1903 SCHEDULES JOB ONCE REQUIREMENTS ARE MET	AEP CONTACTS JEFFREY JACKSON (EXPEDITOR) 614-932-1920 AFTER ELECTRICAL INSPECTION AEP METER DEPARTMENT 614-901-1803 (BY APPT ONLY CALL AHEAD)	CUSTOMER CONTACTS BOB VIPPERMAN - ELECTRICIAN 614-522-8052 CHRIS POTTIS - UN/EASEMENT 614-487-5000	CONCRETE PAD FOR THREE PHASE PAD-MOUNT TRANSFORMERS 1000 KVA - 2500 KVA, 277/480 VOLT 25 KV AND BELOW	DRAWING SYMBOL FOR TRANSFORMERS (OPEN TIP OF PENTAGON INDICATES DOOR OPENING)
--	--	--	---	--

CITY: COLUMBUS	JUP:	NON DESIGN ORDERS	AREA: NORTHWEST
COUNTY: FRANKLIN	JUP:	OWR/OPS: 102064277	STATION: BETHEL
TOWNSHIP:	JUP:	OWR/OPS:	CIRCUIT: F2605
	JUP:	OWR/OPS:	VOLTAGE: 13.2KV
	OH:	DESIGN ORDERS	TECH/ENG: JERIEL SCHAEFER
	UG: 77969134	OWR/OPS:	CONTACT # 614-330-0258
			DATE: 10/14/2020

**4101 WINDERMERE RD**  
 1600A - 1000 KVA 277/480V

SCALE: NTS

PRINT# 77969134

SHEET TOTAL REV  
 1 1 1