



PUCO USE ONLY		
Date Received	Case Number	Version
	- EL-GAG	December 2014

CERTIFICATION APPLICATION FOR ELECTRIC GOVERNMENTAL AGGREGATORS

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-5 Experience). All attachments should bear the legal name of the Applicant and should be included on the electronic copy provided. Applicants should file completed applications and all related correspondence with: Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, OH 43215-3793.

This PDF form is designed so that you may input information directly onto the form.
You may also download the form, by saving it to your local disk, for later use.

A. APPLICANT INFORMATION

A-1 Applicant's name, address, telephone number, and web site address

Note: If filing as a township or village, please include the name of the County where the township or village is located in the applicant name. For example, Miami Township, Hamilton County

Name City of Norwood, Hamilton County, OH

Address 4645 Montgomery Road, Norwood, OH 45212

Telephone Number 513-458-4500

Web site address (If any) www.norwood-ohio.com County Hamilton

A-2 Exhibit A-2 "Authorizing Ordinance" provide a copy of the ordinance or resolution authorizing the formation of a governmental aggregation program adopted pursuant to Section 4928.20(A) of the Revised Code.

A-3 Exhibit A-3 "Operation and Governance Plan" provide a copy of the applicant's plan for operation and governance of its aggregation program adopted pursuant to Section 4928.20(C) of the Revised Code. The Operation and Governance Plan explained in Exhibit A-3 should include:

- Terms and conditions of enrollment including:
 - ③ Rates
 - ③ Charges
 - ③ Switching fees, if any
- Policies associated with customers moving into/out of aggregation area
- Billing procedures
- Procedures for handling complaints and disputes including the toll-free telephone number and address for customer contacts

A-4 Exhibit A-4 "Automatic Aggregation Disclosure" provide a copy of the disclosures required by Section 4928.20(D) of the Revised Code, if its aggregation program provides for automatic aggregation in accordance with Section 4928.20(A) of the Revised Code

A-5 Exhibit A-5 "Experience" provide a detailed description of the applicant's experience and plan for providing aggregation services, including contracting with retail generation providers, providing billing statements, responding to customer inquiries and complaints, and complying with all applicable provisions of commission rules adopted pursuant to section 4928.10 of the Revised Code.

A-6 Contact person for regulatory or emergency matters

Name Mr. Mark Bishop
 Title Vice President, Energy Alliances, Inc.
 Business address 8469 Blue Ash Road, Suite 1, Cincinnati, OH 45236
 Telephone number 513-794-5555 Fax 888-735-0359
 E-mail address mbishop@energyalliances.com

A-7 Contact person for Commission Staff use in investigating customer complaints

Name Mr. Mark Bishop
 Title Vice President, Energy Alliances, Inc.
 Business address 8469 Blue Ash Road, Suite 1, Cincinnati, OH 45236
 Telephone number 513-794-5555 Fax 888-735-0359
 E-mail address mbishop@energyalliances.com

A-8 Applicant's address and toll-free number for customer service and complaints

Address 8469 Blue Ash Road, Suite 1, Cincinnati, OH 45236
 Toll-free telephone number 800-735-0359
 Fax # 888-735-0359

Mark Bishop DIRECTOR
 Signature of Applicant & Title

Sworn and subscribed before me this 5th day of April, 2017
 Month Year

Brenda Osterday
 Signature of official administering oath

Brenda Osterday, Notary
 Print Name and Title

BRENDA OSTERDAY
 Notary Public, State of Ohio
 My Commission Expires 05-20-2017

My commission expires on 5/20/2017



AFFIDAVIT

State of OHIO :

Norwood ss.
(Town)

County of Hamilton :

Joseph C. Geers, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the Service-Safety Dir. (Office of Affiant) of City of Norwood, OH (Name of Applicant);

That he/she is authorized to and does make this affidavit for said Applicant,

1. The Applicant herein, attests under penalty of false statement that all statements made in the application for certification are true and complete and that it will amend its application while the application is pending if any substantial changes occur regarding the information provided in the application.
2. The Applicant herein, attests it will timely file an annual report with the Public Utilities Commission of Ohio of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Division (A) of Section 4905.10, Division (A) of Section 4911.18, and Division (F) of Section 4928.06 of the Revised Code.
3. The Applicant herein, attests that it will timely pay any assessments made pursuant to Sections 4905.10, 4911.18, or Division F of Section 4928.06 of the Revised Code.
4. The Applicant herein, attests that it will comply with all Public Utilities Commission of Ohio rules or orders as adopted pursuant to Chapter 4928 of the Revised Code.
5. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, and its Staff on any utility matter including the investigation of any consumer complaint regarding any service offered or provided by the Applicant.
6. The Applicant herein, attests that it will fully comply with Section 4928.09 of the Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
7. The Applicant herein, attests that it will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. The Applicant herein, attests that it will use its best efforts to verify that any entity with whom it has a contractual relationship to purchase power is in compliance with all applicable licensing requirements of the Federal Energy Regulatory Commission and the Public Utilities Commission of Ohio.
9. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, the electric distribution companies, the regional transmission entities, and other electric suppliers in the event of an emergency condition that may jeopardize the safety and reliability of the electric service in accordance with the emergency plans and other procedures as may be determined appropriate by the Commission.
10. If applicable to the service(s) the Applicant will provide, the Applicant herein, attests that it will adhere to the reliability standards of (1) the North American Electric Reliability Council (NERC), (2) the appropriate regional reliability council(s), and (3) the Public Utilities Commission of Ohio. (Only applicable if pertains to the services the Applicant is offering)

11. The Applicant herein, attests that it will inform the Commission of any material change to the information supplied in the application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating customer complaints.
12. The Applicant herein, attests that it will docket with the Commission's Docketing Division the final opt-out and any supplemental opt-outs (including beginning and ending dates of the 21-day opt-out period and the selected CRES supplier) at a minimum 10 days prior to sending the opt-outs to customers.

That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief and that he/she expects said Applicant to be able to prove the same at any hearing hereof.


Signature of Affiant & Title

Sworn and subscribed before me this 5th day of April, 2017
Month Year

Brenda Osterday
Signature of official administering oath

Brenda Osterday, Notary
Print Name and Title

BRENDA OSTERDAY
Notary Public, State of Ohio
My Commission Expires 05-20-2017

My commission expires on 5/20/2017



EXHIBIT A-2
Authorizing Ordinance



NORWOOD, OHIO

Ordinance No. 22 20 16

AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL ELECTRICITY PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4928.20, OF THE OHIO REVISED CODE, DIRECTING THE HAMILTON COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS.

WHEREAS, the Ohio Legislature has enacted electric deregulation which authorizes the legislative authorities of municipal corporations, townships and counties to aggregate the retail electric loads automatically, pursuant to Section 4928.20 of the Ohio Revised Code, subject to opt-out provisions, competitive retail electric service for the retail electric loads located in the respective jurisdictions and to enter into service agreements to facilitate the sale and purchase of the service for the electricity loads; and

WHEREAS, such legislative authorities may exercise such authority jointly with any other legislative authorities; and

WHEREAS, governmental aggregation provides an opportunity for residential and small business customers collectively to participate in the potential benefits of electricity deregulation through lower natural gas rates which they would not otherwise be able to have individually; and

WHEREAS, this Council seeks to establish a governmental aggregation program with opt-out provisions pursuant to Section 4928.20 of the Ohio Revised Code (the "Aggregation Program"), for the residents, businesses and other electric consumers in the City Norwood, Ohio, and in conjunction jointly with any other municipal corporation, township, county or other political subdivision of the State of Ohio, as permitted by law; and

WHEREAS, this Council desires to proceed with the submission of the question to the electors of the City of Norwood; now therefore,

BE IT ORDAINED by the Council of the City of Norwood, State of Ohio, that:

SECTION 1. This Council finds and determines that it is in the best interest of the City of Norwood, its residents, businesses and other electric consumers located within the corporate limits of the City of Norwood to establish the Aggregation Program in Norwood. Provided that this Ordinance and the Aggregation Program is approved by the electors of Norwood pursuant to Section 2 of this Ordinance, the City of Norwood is hereby authorized to aggregate automatically in accordance with Section 4928.20 of the Ohio Revised Code and subject to the opt-out requirements of Division (D) of Section 4929.26, competitive retail electric service for the retail electric loads located within the City of Norwood, and, for that purpose, to enter into service agreements to facilitate for those loads the sale and purchase of service for the electric loads. The City of Norwood may exercise such authority jointly with any other municipal corporation, township or county or other political subdivision of the State of Ohio to the full extent permitted by law. The aggregation will occur automatically for each person owning, occupying, controlling, or using a electric load center proposed to be aggregated and will provide for the opt-out rights described in Section 3 of this Ordinance.

SECTION 2. The Board of Elections of Hamilton County is hereby directed to submit the following question to the electors of the City of Norwood at the general election on November 8, 2016.

Shall the City of Norwood have the authority to aggregate the retail electric loads located in the City of Norwood, and for that purpose enter into service agreements to facilitate for those loads the purchase and sale of electricity, such aggregation to occur automatically except where a person affirmatively elects not to participate in the aggregation program, all in accordance with Section 4928.20 of the Ohio Revised Code, and Ordinance No. 2016 22 adopted by City Council?

YES

NO

SECTION 3. Upon the approval of a majority of the electors voting at the general election provided for in Section 2 of this Ordinance, this Council individually or jointly with any other political subdivision, shall develop a plan of operation and governance for the Aggregation Program. Before adopting such plan, this Council shall hold at least two public hearings on the plan. Before the first hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the City. The notice shall summarize the plan and state the date, time, and location of each hearing. No plan adopted by this Council shall aggregate any electricity load located within the City unless it in advance clearly discloses to the person owning, occupying, controlling, or using the electricity load that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt out of the program every two years, without paying a switching fee. Any such person that opts out of the Aggregation Program pursuant to the stated procedure shall default to the standard service offer provided under division (A) of Section 4928.14 or division (B) of Section 4928.35, Ohio Revised Code, until the person chooses an alternative supplier an alternative supplier.

SECTION 4. Upon passage of this ordinance, the Clerk of this Council is instructed immediately to file a certified copy of this Ordinance and the proposed form of the ballot question with the County Board of Elections not less than seventy-five (75) days prior to November 8, 2016. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Ordinance and the Aggregation Program provided for herein at the election held pursuant to Section 2 and Section 4929.26 of the Ohio Revised Code.

SECTION 5. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

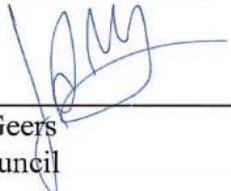
SECTION 6. This Ordinance is necessary to preserve the health, safety, and welfare of the community. The reason for said Ordinance is because it is necessary to certify this ballot issue to the Board of Elections no later than seventy-five (75) days prior to the November 8, 2016 Ballot.

PASSED

May 24, 2016
Date

Donna M. Laake
Donna Laake
President of Council

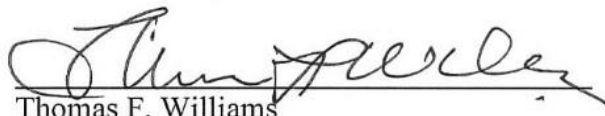
Joseph S. Geers, the duly appointed Clerk of Council, attests that this ordinance was passed at a regular/special meeting of Norwood City Council on the 24 day of May, 2016, in compliance with the rules of Norwood City Council and the laws of the State of Ohio. The foregoing ordinance was submitted to the Mayor of the City of Norwood, Ohio for his signature on the 25 day of MAY, 2016.



Joseph S. Geers
Clerk of Council

APPROVED

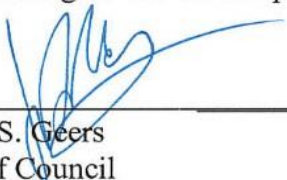
5/27/16
Date



Thomas F. Williams
Mayor

CERTIFICATE

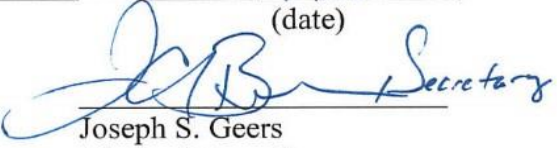
The undersigned hereby certifies that the text of the foregoing ordinance is taken and copied from the record of proceedings of a meeting of Council for the City of Norwood, Ohio held on May 24, 2016. The undersigned further certifies that the same has been compared by me with said record and it is a true and correct copy thereof, together with a true and correct copy of excerpts from the minutes of said meeting to the extent pertinent to the consideration and adoption of said ordinance.



Joseph S. Geers
Clerk of Council

CERTIFICATION OF PUBLICATION:

Joseph S. Geers, the duly appointed Clerk of Council, attests that this ordinance was published in the ENQUIRER on 6/3/16 and 6/9/16.
(Name of Newspaper) (date) (date)



Joseph S. Geers
Clerk of Council

1st Reading 4/26/16
Date

2nd Reading 5/10/16
Date

3rd Reading 5/24/16
Date

All 3 Readings _____
Date

Tabled _____
Date

Vetoed _____

Cumulative Report — Official

--	--	--	--	--

Hamilton County, Ohio — General Election Official — November 08, 2016

Page 9 of 25

11/22/2016 10:49 AM

31 PROPOSED ELECTRIC AGGREGATION ANDERSON TOWNSHIP, Vote For 1

YES	4,179	64.74%	10,164	59.90%	14,343	61.23%	
NO	2,276	35.26%	6,805	40.10%	9,081	38.77%	
	Cast Votes:	6,455	87.93%	16,969	86.21%	23,424	86.68%
	Over Votes:	5	0.07%	10	0.05%	15	0.06%
	Under Votes:	881	12.00%	2,704	13.74%	3,585	13.27%



EXHIBIT A-3

Operation and Governance Plan

Plan of Operation and Governance

Confirmation of Publication

Resolution to Adopt Plan of Operation and Governance

PLAN OF OPERATION AND GOVERNANCE

City of Norwood, Ohio Electric Governmental Aggregation

Introduction. On November 8, 2016, a majority of the voters in the City of Norwood, Ohio, in the County of Hamilton, approved a referendum that authorized the City of Norwood (the “City”) to pursue Governmental Aggregation. After the City held 2 public hearings on the matter, the City approved this Plan of Operation and Governance as prescribed by Section 4928.20(C) of the Ohio Revised Code. The City has developed this Plan of Operation and Governance (“Plan of Operation”) in accordance with the governmental aggregation provisions in Section 4901:1-21-16 of the Ohio Administrative Code. Once certified as a Governmental Aggregator, the City will be authorized to combine multiple retail electric customer loads within its geographic boundaries (the “Aggregation”) for the purpose of facilitating the purchase of electric supply in Ohio's competitive retail electric market.

Governmental Aggregation Services. The City, as a Governmental Aggregator, will serve as purchasing agent for the Aggregation. As purchasing agent, the Governmental Aggregator shall (i) select a Competitive Retail Electric Service Provider (“Provider”) to supply the Aggregation, (ii) negotiate the terms of supply between the Provider and each Aggregation participant, and (iii) oversee the enrollment procedures administered by the Provider.

The Contract. The supply contract negotiated by the Governmental Aggregator for the Aggregation (the “Contract”) shall be for firm, full-requirements supply. Each Aggregation participant will be individually bound to the Provider by the terms of the Contract, and will be solely responsible for payment and performance. The electric supply charges for Aggregation are included in the Contract that will be negotiated by the Governmental Aggregator. The electric supply charges will take the form of a fixed price or monthly variable price charge. All electric supply charges will be fully and prominently disclosed in consumer enrollment materials (such as the Opt-Out Notice), available on the Provider's website, and available by calling the Provider's toll free customer service telephone number. The surcharge authorized under Section 4928:20 will not be charged.

Eligibility, Opt-out Disclosures, and Pooling Accounts. Section 4901:1-21-06 of the Ohio Administrative Code requires Duke Energy, the local electric distribution utility (the “Utility”), to use its best efforts to provide the Governmental Aggregator with an account list of eligible customers, including the names, account numbers, and service and mailing addresses for all eligible customers residing within the Governmental Aggregator's boundaries. The following customers are not eligible: customers already under contract with a certified electric services company; customers that have a special contract with the Utility; customers that are not located within the Governmental Aggregator's boundaries; customers on the Percentage of Income Payment Plan (PIPP); customers that have past due amounts owing to the Utility; and mercantile customers. In addition, the City intends to include in the Aggregation only those residential and non-mercantile customers with a demand of less than 200 KW and a load profile consistent with ordinary residential and small commercial use. Using this list of eligible accounts, the Provider, with the assistance of the Governmental Aggregator, will review the list to verify that the eligible accounts are located within the geographic boundaries of the City and that an area within the City boundaries has not been inadvertently filtered from the list. The Provider will also remove from the eligible list those customers who appear on the “do not aggregate” list as stated under division (c) of Section 4928.21 of the Revised

Code. Finally, the Provider will reduce the list by removing those accounts in rate classes that indicate (i) a higher demand than targeted for the Aggregation or (ii) a usage profile that is not consistent with ordinary residential and small commercial use.

Within thirty (30) days of receipt of the list from Duke Energy, the Provider, with assistance from the Governmental Aggregator, will prepare and mail an "Opt-Out Notice" to each account that remains on the eligible list after it has been reduced as noted above. The Opt-Out Notice will inform the eligible account holder that the Governmental Aggregator has formed an automatic (or "Opt-Out") aggregation, provide the price for the electric supply to the Aggregation and other terms and conditions of service, and explain how the account holder can decline participation in the Aggregation. If the City determines the Aggregation participants should not purchase stand-by service from the Utility, that fact would be prominently disclosed in the Opt-Out Notice with a description of how it would impact the Aggregation participants.

As required by 4901:1-21-17 of the Ohio Administrative Code, the Opt-Out Notice will indicate that the account holder has 21 (twenty-one) days to affirmatively respond by telephoning a toll-free number or returning a postcard to the provider that is included in the Opt-Out Notice.

The Provider will receive all Opt-out requests and any Opt-out Notices that were undeliverable by mail, and will remove those accounts from the eligible account list. Upon completion of the 21-day Opt-Out period, the Provider will notify the Utility of the remaining accounts that will form the Aggregation, and through an electronic data interchange transaction, enroll the Aggregation. Upon enrollment, each participant will receive an enrollment notice from the Utility that will indicate that the enrollee may rescind its participation in the Aggregation by contacting the Utility within seven (7) calendar days.

In addition to the initial 21-day Opt-Out period, each participant will be provided an opportunity to opt-out at least every three years without paying an early termination fee.

Billing. Aggregation participants will receive a single monthly bill from the Utility, which will include charges from the Provider for its electric supply as well as the Utility distribution charges. Aggregation participants will be billed according to their Utility billing cycle. In order to maintain flexibility for Aggregation participants to return to Utility service on a full requirements basis without paying additional charges to the Utility or being subject to market-based rates Aggregation, participants will be billed by the Utility for stand-by service within the meaning of division (B)(2)(d) of section 4928.143 of the Revised Code.

Credit, Collections and Deposits. The Utility's credit and collection policy and policies regarding deposits will apply to the Aggregation participants and shall be administered by the Utility. Neither the Governmental Aggregator nor the Provider will implement additional policies with respect to credit, deposits and collections.

Concerns and Complaints. Aggregation participants will have multiple means of communicating concerns and reporting complaints. As a general rule, concerns regarding service reliability and billing should be directed to the Utility. The Utility will continue to read meters, handle billing, and generally have the most information about the physical service to a location or account. Questions regarding the administration of the Aggregation should be directed to the Provider. The Provider's customer service center is available by telephone Monday through Friday, 8:00 am - 7:00 pm ET. Any unresolved disputes should be directed to the Public Utilities

Commission of Ohio and/or the Ohio Consumers Council. As a convenience, below is a list of helpful toll free telephone numbers.

<u>Nature of Complaint</u>	<u>Contact</u>	<u>Phone Number</u>
Outages/Emergencies	Utility	1-800-544-6900
Service turn on/off	Utility	1-800-544-6900
Billing Disputes	Utility	1-800-544-6900
Price/Joining/Leaving Program	Provider Customer Service	TBD
Program Regulatory Questions	Provider Customer Service	TBD
Unresolved Disputes	Public Utilities Commission	1-800-686-7826
Unresolved Disputes	Ohio Consumers Council	1-877-742-5622

The Provider will attempt to resolve all customer complaints in a timely and good faith manner. The Provider shall investigate and provide a status report to the customer when the complaint is made directly to them and/or the City within three (3) business days following Provider's receipt of the complaint. Or in the case of a Public Utilities Commission of Ohio ("PUCO") complaint, the Provider will investigate and provide a status report to the customer and PUCO staff within three (3) business days following the Provider's receipt of the complaint. If an investigation into a complaint received from the customer or a complaint referred by the PUCO is not completed within ten (10) business days, then a status report will be given to the customer, and, if applicable, the PUCO. These status reports will be given every three (3) business days until the investigation is complete, unless the action that must be taken takes longer than three (3) business days and the customer has been notified. Final results of a PUCO-referred complaint will be provided to the PUCO either orally (phone) or in writing (e-mail, written correspondence), no later than three (3) business days after the investigation is completed. The final results will be provided in writing to the customer no later than three (3) business days after the investigation is completed. Customers retain the right to contact the PUCO regarding complaints and disputes. All customers have the right to contact the PUCO by writing to Public Utilities Commission of Ohio, Attn: IAD, 180 E. Broad St., Columbus, OH 43215-3793; by fax to (614) 752-8351; through their website at www.puc.state.oh.us or by calling toll free (800) 686-7826 (VOICE) or 711 (ITY-TDD). Records of customer complaints will be retained for two (2) years after the occurrence of the complaint. A copy of the complaint record will be provided to the PUCO within three (3) business days if requested.

Moving within the City. An aggregation participant who moves from one location to another within the City boundaries and retains the same account number will remain an Aggregation participant and will receive the same price it would have received if its location had not moved.

An aggregation participant who moves from one location to another within the City boundaries and is assigned a new account number may enroll its new account in the Aggregation and receive the same price it would have received if its location had not moved, provided the new account is eligible for Aggregation. An aggregation participant who moves within the City and receives a new account number may be dropped from the Aggregation by the Utility, but it will not be charged an early termination fee from the Provider. If a participant is dropped from the Aggregation due to a move within the City, the participant must contact the Provider to be re-enrolled within 60 days of being dropped.

Moving outside of the City. An aggregation participant who moves out of the City boundaries will no longer be eligible to participate in the Aggregation, and it will not be charged an early termination fee from the Provider.

Enrolling after the Opt-Out Period. Residential and small business accounts located within the City's boundaries that were initially eligible to join the Aggregation, but chose to Opt-Out of the Aggregation, or otherwise were not included in the Aggregation may join the Aggregation after the expiration of the initial Opt-Out Period by contacting the Provider. The rate for those joining the Aggregation after the expiration of the Opt-Out Period may be different from the rate negotiated for the Aggregation by the Governmental Aggregator.

If the Provider is able to offer to newly eligible customers the same price that is provided to the current Aggregation participants, the Provider may refresh the Aggregation by providing those who move in to the City the opportunity to be included automatically, rather than waiting until the next pricing term of the Contract. The process for refreshing the Aggregation with new enrollments would follow the process noted above for determining eligibility, providing Opt-Out Notices, and pooling the accounts. (Current Aggregation participants and those who previously declined participation would not receive the Opt-Out Notice intended only for newly eligible customers.).

CONFIRMATION

ENERGY ALLIANCES, INC
8469 BLUE ASH ROAD
CINCINNATI OH 45236-

PO#

Account	AD#	Net Amount	Tax Amount	Total Amount	Payment	
MethodPayment AmountAmount Due						
5137945555ENER	0001919725	\$850.56	\$0.00	\$850.56	Credit Card	\$0.00

Sales Rep: kzimmer

Order Taker: kzimmer

Order Created 02/08/2017

Product	Placement/Classification	# Ins	Start Date	End Date
CIN-EN Cincinnati Enquirer	CIN-Public/Legal Notices	2	02/14/2017	02/21/2017
CIN-EN Cincinnati.com	CINW-Publi/Legal Notices	2	02/14/2017	02/21/2017
CIN-EN Kentucky Enquirer	CIN-Public/Legal Notices	2	02/14/2017	02/21/2017

* ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION

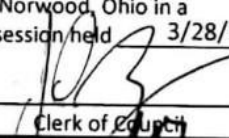
Text of Ad: 02/08/2017

LEGAL NOTICE
Notice of Public Hearing Scheduled by the
City of Norwood, OH
4645 Montgomery Road, Second Floor, Norwood, OH 45212

ELECTRIC AGGREGATION PROGRAM PLAN OF OPERATION AND GOVERNANCE.
Notice: The City of Norwood will hold two public hearings on the Electric Aggregation Program's Plan of Operation and Governance. Both hearings will be held at the City Hall Council Chambers located at 4645 Montgomery Road, Second Floor, Norwood, OH 45212. The hearings will be held on February 28, 2017. The first hearing will be at Noon and the second hearing will be at 6:00 p.m. On November 8, 2016, City of Norwood voters passed a ballot issue, which authorized the City to form a Governmental Electric Aggregation program for the purchase of electricity on behalf of the residents of the City of Norwood. The City Council shall adopt its Plan of Operation and Governance pursuant to sections 4928.20 of the Ohio revised Code and develop an opt-out aggregation program following the procedures set forth in the Ohio Revised Code Section 4928.20. The Plan of Operation and Governance will describe services provided, professional assistance used, determination of rates, opt-out procedures, customer billing procedures, credit procedures and customer account enrollment/termination procedures. All eligible customers who receive electric supply service from Duke Energy-OHio will be included in the City of Norwood aggregation program. If an acceptable electric supply offer is received, eligible customers will receive a mailing notifying them of the program rates, terms and conditions and their right to opt-out.

City of Norwood, OH
Joseph Geers, Clerk of Council
CIN, Feb14, 21, '17 #1919725



Ordinance No. 11-2017
This Ordinance passed by the Council of
the City of Norwood, Ohio in a
Regular session held 3/28/17

Clerk of Council
2017

Ordinance No. 11

AN ORDINANCE TO ADOPT A PLAN OF OPERATION AND GOVERNANCE FOR ELECTRIC GOVERNMENTAL AGGREGATION, AND DECLARING AN EMERGENCY

WHEREAS, the Norwood City Council, Hamilton County, Ohio ("Board") has developed an Electric Aggregation Program Plan of Operation and Governance ("Plan of Operation") in accordance with the governmental aggregation provisions of Sections 4901 and 4928.20 of the Ohio Revised Code and the Rules for Formation and Operation of Electric Governmental Aggregations; and

WHEREAS, the City of Norwood's electric aggregation program will aggregate the retail electric load of residents and businesses that are eligible to participate in the Duke Energy-Ohio Energy Choice program for the purpose of negotiating for competitive retail electric supply at favorable rates; and

WHEREAS, the City of Norwood now intends to file for certification as a Governmental Aggregator, which requires that the City Council first adopt its Plan of Operation and Governance; and

WHEREAS, the Norwood City Council has determined this Ordinance is in the best interest of the City's residents and promotes the general welfare of said citizenry;

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORWOOD, HAMILTON COUNTY, STATE OF OHIO:

SECTION 1. This Council adopts and approves a Plan of Operations and Governance as regards Electric Governmental Aggregation as attached hereto (see Exhibit A).


SECTION 2. All prior Ordinances and Resolutions and parts of Ordinances and Resolutions which conflict with the provision of this Ordinance are hereby repealed to the extent that they are in conflict herewith.

SECTION 3. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with the law.

SECTION 4. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the City of Norwood, and for the further reason that this Ordinance is required to be immediately effective in order to optimize rates available for residents. Therefore, this Ordinance shall be in full force and effect immediately upon its adoption and certification.

ATTEST:

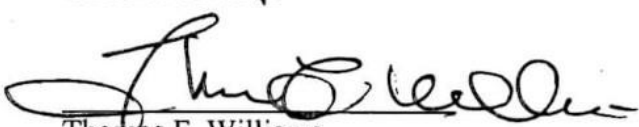
Joseph S. Geers, the duly appointed Clerk of Council, attests that this ordinance was passed at a regular/special meeting of Norwood City Council on the 28th day of March, 2017, in compliance with the rules of Norwood City Council and the laws of the State of Ohio. The foregoing ordinance was submitted to the Mayor of the City of Norwood, Ohio for his signature on the 29 day of March, 2017.



Joseph S. Geers
Clerk of Council

APPROVED _____

3/29/17
Date



Thomas F. Williams
Mayor

CERTIFICATE

The undersigned hereby certifies that the text of the foregoing ordinance is taken and copied from the record of proceedings of a meeting of Council for the City of Norwood, Ohio held on 3/28, 2017. The undersigned further certifies that the same has been compared by me with said record and it is a true and correct copy thereof, together with a true and correct copy of excerpts from the minutes of said meeting to the extent pertinent to the consideration and adoption of said ordinance.

CERTIFICATION OF PUBLICATION:

Joseph S. Geers, the duly appointed Clerk of Council, attests that this ordinance was published in The Cincinnati Enquirer on 4-6-17 and 4-10-17.
(Date) (Date)

ORDINANCE READINGS

1st Reading _____

Date

2nd Reading _____

Date

3rd Reading 3/28/17

Date

All 3 Readings _____



EXHIBIT A-4

“Automatic Aggregation Disclosure”

City Logo

CRES Logo

**ENROLLMENT NOTICE
CITY OF NORWOOD ELECTRIC AGGREGATION PROGRAM**

Date

Customer Name
Mailing Address 1
Mailing Address 2
City State Zip Code

Customer Account No.

Dear Resident or Small Business:

In November 2016, City of Norwood voters authorized the creation of an electric aggregation program. The City of Norwood Council is pleased to announce that _____ has been selected as the City's supplier for this program. As an eligible resident or small business, you will be automatically enrolled in the program unless you opt-out by _____, 20__.

As an eligible participant in the City's Program you have the following options:

1. You can choose to participate in the City's Program and receive a fixed rate of \$X.XX /kWh for your electric supplies. **IF YOU CHOOSE THIS OPTION YOU DO NOT NEED TO DO ANYTHING FURTHER!** Please see the enclosed Terms and Conditions for full details regarding this rate and other terms of the program.
2. You can opt-out of the program by returning the enclosed postcard, calling (XXX) XXX-XXXX by _____, 20__, or opt-out on-line at www.<CRESSupplierwebsite.com/Norwood> by _____, 20__.

Customer service representatives are available 24 hours a day, 7 days a week to answer any questions you may have. Service under the Program is estimated to begin with your XXXX 20__ meter reading. This is only an estimate. Your actual service date will depend upon your meter read cycle and when Duke Energy-Ohio accepts your enrollment.

Billing/Service Under the City's Program

Pursuant to Ohio Revised Code Section 4928.20, nothing regarding your electric service will change other than the supplier and the price. Duke Energy-Ohio will continue to deliver your electricity and will be responsible for maintaining the system that delivers electricity to your home. You will continue to receive only one (1) monthly bill from Duke Energy-Ohio.

How You Can Opt-Out of the City's Program

If you DO NOT want to participate in the City's Program, you must opt-out by _____, 20__. You can choose any of the following methods to opt-out of the Program.

- Return the enclosed postcard by the above date.
- Call <CRES Supplier> toll-free at (XXX) XXX-XXXX by the above date.
- Opt-out online at www.<CRESSupplierwebsite.com/Norwood> by the above date.

If you do not opt-out of the Program by the above date, you will receive confirmation from Duke Energy, Ohio of your enrollment in the Program. This notice will inform you of your ability to rescind your enrollment without penalty. Additionally, you will receive written notice of your ability to opt-out of the Norwood Program at least every three (3) years.

Again, if you have any questions about the City of Norwood Electric Aggregation Program, please feel free to contact (XXX) XXX-XXXX. Customer service representations are available 24 hours a day, 7 days a week to answer your questions.

Sincerely,

**CITY OF NORWOOD ELECTRIC AGGREGATION PROGRAM
TERMS AND CONDITIONS**

Pursuant to the aggregation authority conferred upon the City Council for the City of Norwood (the "City") by Ballot issue which passed by a majority of the vote on November 8, 2016, and passing a Resolution establishing the program, the City selected <CRES Supplier> to supply the aggregation and to administer enrollments as described below.

IF YOU DO NOT WISH TO PARTICIPATE IN THE CITY OF NORWOOD ELECTRIC AGGREGATION PROGRAM, YOU MUST OPT-OUT BY RETURNING THE ENCLOSED POSTCARD, POSTMARKED NO LATER THAN _____, 20__, OR BY CALLING THE TOLL FREE NUMBER (XXX) XXX-XXXX BY _____, 20__, OR BY OPTING-OUT ON-LINE AT WWW.<CRESSUPPLIERWEBSITE.COM/NORWOOD> BY _____, 20__.

Eligibility: To be eligible for automatic aggregation, you, the account holder (also referred to as "Buyer") for the account(s) referenced on the letter accompanying this Out-Out Notice (i) the service address must be located within the jurisdictional boundaries of City of Norwood and Duke Energy-Ohio ("the Utility"), (ii) may not be under contract with another competitive supplier, (iii) may not be a mercantile customer or a PIPP (Percentage of Income Payment Plan) customer, (iv) must be in good credit standing with the Utility, (v) must not appear on the Public Utilities Commission of Ohio's "Do Not Aggregate" List, and (vi) may not be under a special arrangement with the Utility.

Enrollment: Enrollment is automatic for those who are eligible, but participation is voluntary. This Agreement shall become binding on the Effective Date, provided however, the obligation of Seller to Sell and schedule electricity for delivery to Buyer and the obligation of Buyer to purchase, take and pay for electricity is contingent upon: (a) eligibility of Buyer and the Accounts, (b) successful enrollment by the Utility, and (c) passage of the Rescission Period without effective cancellation by Buyer. Customer's service with <CRES Supplier> ("Seller") will commence upon the successful completion of the Program's 21-day opt out period and the successful enrollment with Duke Energy-Ohio, which is expected to commence within one or two billing cycles following completion of the opt-out period.

Purchase of Electricity: <CRES Supplier> agrees to sell, and Buyer agrees to buy, all retail electricity at the price and on the terms and conditions specified in this Agreement. Buyer's electric utility remains responsible for the delivery of electricity to the Buyer. In addition to delivering electricity, the Utility will continue to read Buyer's meter, bill Buyer and respond to any outages. If Buyer switches back to the Utility for any reason, Buyer may or may not be served under the same rate, terms, and conditions that apply to other customers served by the electric Utility. The electric utility may charge switching fees to the Buyer. <CRES Supplier> will not charge you separately for any switching fees.

Residential or Small Commercial Service: Buyer acknowledges this Agreement is for electricity for residential or small commercial use only.

Delivery Period: Service shall begin as soon as the Utility accepts your enrollment and shall continue through the _____ 20__ meter read date ("Initial Delivery Period"). Prior to the end of the Initial Delivery Period, Seller shall provide Buyer notice of any changes to the terms and conditions of this Agreement that apply to service during the next Delivery Period. If renewal is indicated in the expiration notice, service will renew at the terms stated in the renewal notice unless Buyer affirmatively terminates the Agreement upon the expiration as provided in the notice. Buyer shall have the opportunity to opt-out of the Aggregation Program at least every three (3) years without penalty.

Rate: The Program rate will be a fixed price of \$____/kWh.

Billing and Payment: The charges for electricity provided by <CRES Supplier> will appear on Buyer's monthly bill from Buyer's Utility, and is due and payable to Customer's Utility on the same day the Utility's bill is due. Buyer will incur additional service and delivery charges from Buyer's Utility. Buyer should continue to follow any bill payment procedures between Buyer and Buyer's Utility. Buyer agrees to accept the measurements as determined by Buyer's Utility for purposes of accounting for the amount of electricity provided by <CRES Supplier> under this Agreement. Though <CRES Supplier> does not offer budget billing for the electricity provided, Buyer may contact the Buyer's Utility to enroll in the utility budget billing program if applicable. The failure to pay Utility charges may result in Buyer being disconnected from service in accordance with the Buyer's Utility tariff.

Taxes: Buyer is responsible for all state and local sales, use, revenue, gross receipts, commercial activity, excise and/or ad valorem tax (collectively, "Taxes") and shall reimburse Seller if Seller is required to remit such Taxes in connection with this Agreement. Tax exempt customer wishing to participate in the Program must send their most recent tax exempt certificate on or before _____, 20__, to: <CRES SUPPLIER> at <Supplier Address>. Be sure to note City of Norwood Electric Aggregation Program and your utility account number on the certificate. Sales tax will not be charged starting with the date the certificate is received.

Credit/Deposit Requirements and Customer Information: Seller will not request a deposit or investigate your credit history to establish service. Buyer's social security number, account number(s), or any customer information will not be released by Seller without Buyer's express written consent except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code. Upon request by Buyer, Seller will provide up to 24 months of Buyer's payment history without charge.

Rescission and Cancellation of Contract: The Utility will send Buyer a letter confirming Buyer's enrollment with <CRES Supplier>. Buyer has seven (7) days from the postmark date of that letter ("rescission period") to cancel their enrollment, without penalty, by calling the Utility on the toll-free number provided in the letter or by providing written notice to the Utility.

Termination: This agreement will automatically terminate or Buyer may terminate the Agreement without penalty if (a) the requested service location is not served by the Utility, or (b) Buyer, or the applicable account being served moves outside the Utility service area or to an area not served by Seller. This Agreement will terminate upon written notice, but without penalty to Buyer if (i) competitive retail Electric service is no longer available due to a change in regulation, tariff, or law, or (ii) Seller defaults, which includes an unexcused failure to deliver Electric under the terms of this Agreement. An "Early Termination" shall occur if this Agreement is terminated (i) by Buyer to select a different price or rate plan after the Rescission Period but prior to the end of the Delivery Period, or for any other reason other than those listed in (a)-(b) above or (ii) by Seller due to Buyer's default, which includes a failure to pay or an unexcused failure to receive Electric under the terms of this Agreement. In the event of an Early Termination, Seller will not charge a termination fee. If Buyer returns to the Utility after the Rescission Period Buyer may not be served with the same rates, terms and conditions that apply to the Utility's Standard Service Offer.

Environmental Disclosure: This Agreement incorporates the information provided to Buyer or made available to Buyer at <CRES Supplier>'s website regarding the approximate generation resource mix and environmental characteristics of electricity supply.

Assignment: <CRES Supplier> may assign, subcontract or delegate all or any part of their rights and/or obligations under this Agreement without consent from Buyer. Buyer shall not assign its rights and/or obligations under this Agreement without the prior written consent of <CRES Supplier>.

Questions, Complaints and Concerns: Buyer may contact Seller (i) by calling 24 hours per day, 7 days per week at XXX-XXXX, by visiting www.<CRESSupplierWebsite.com/Norwood>; or (ii) by writing us at <CRES Supplier Address>. Seller will attempt to resolve all customer complaints in a timely manner and will respond to all complaints within three (3) business days of receipt. If Buyer's complaint is not resolved after Buyer has called Seller, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at (800) 686-7826 (toll-free) from 8:00 a.m. to 5:00 p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at (877) 742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at <http://www.occ.ohio.gov>.

EXHIBIT A-5

“Experience”

EXHIBIT A-5 "EXPERIENCE"

Due to the complexity of Governmental Aggregation, the Governmental Aggregator applicant has entered into a program agreement with Energy Alliances, Inc. to assist them in implementing and maintaining their Electric Governmental Aggregation Program.

Founded in 1985, Energy Alliances, Inc. is an independent energy broker and consulting company that provides comprehensive energy procurement for residential, commercial, and industrial customers as well as governmental aggregation customers throughout the mid-West.

As a PUCO certified Retail Natural Gas Broker/Aggregator (Certificate Number 14-350G(2)) and a Competitive Retail Electric Service Provider (Certificate Number 14-805E(2)) Energy Alliances has over 11 years of experience in leading communities through the entire governmental aggregation process. They currently manage more than fifty-four (54) electric and gas governmental aggregation and/or endorsement programs in the State of Ohio and are currently leading one (1) additional programs through the certification process.

A detailed summary of the contract includes, but is not limited to providing the following services:

- Assist with the preparation of resolutions, public notices, and customer communications
- Assist with the preparation of the Plan of Operation and Governance
- Assist with the preparation of the required legal notices and public meetings to review and approve the Plan of Operation and Governance
- Assist with the preparation and submission of the Certification Application for Governmental Aggregators and Re-certification Applications, as well as the annual reporting requirements
- Evaluate existing energy costs and rates, provide market expertise, and assist the communities with the selection of their electric/gas supply pricing strategy
- Assist with the preparation of all notifications required to be sent to program participants
- Assist the communities with the day-to-day operation of their programs (i.e. problem resolution, PUCO compliance, supplier liaison, etc.)
- Provide other services necessary for the communities to comply with provisions of Sections 4928 and 4929 and Chapter 4901 of the Ohio Revised Code

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

4/5/2017 2:27:40 PM

in

Case No(s). 17-0921-EL-GAG

Summary: Application electronically filed by Ms. Brenda G Coffey on behalf of City of Norwood