



Date Received	Case Number	Certification Number
	- GA-GAG	

CERTIFICATION APPLICATION OHIO NATURAL GAS GOVERNMENTAL AGGREGATORS

Please **type or print** all required information. Identify all attachments with an exhibit label and title (*Example: Exhibit B-1 – Authorizing Ordinance*). All attachments should bear the legal name of the Applicant. Applicants should file completed applications and all related correspondence with the Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, Ohio 43215-3793.

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

SECTION A - APPLICANT INFORMATION

A-1 Applicant information:

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

Legal Name City of Forest Park
Address 1201 West Kemper Road, Forest Park, OH 45240
Telephone No. (513) 595-5200 Web site address www.forestpark.org
Current PUCO Certificate Number Effective Dates
County Hamilton

A-2 Contact person for regulatory or emergency matters:

Name Brenda Coffey Title Aggregation Specialist
Business Address 8469 Blue Ash Road, Suite 1, Cincinnati, OH 45236
Telephone No. (304) 769-8921 Fax No. (513) 794-7777 Email Address bgcoffey@energyalliances.com

A-3 Contact person for Commission Staff use in investigating customer complaints:

Name Brenda Coffey Title Aggregation Specialist
Business address 8469 Blue Ash Road, Suite 1, Cincinnati, OH 45236
Telephone No. (304) 769-8921 Fax No. (513) 794-7777 Email Address bcoffey@energyalliances.com

A-4 Applicant's address and toll-free number for customer service and complaints:

Customer service address 8469 Blue Ash Road, Suite 1, Cincinnati, OH 45236
Toll-Free Telephone No. (800) 735-0359 Fax No. (513) 794-7777 Email Address bcoffey@energyalliances.com

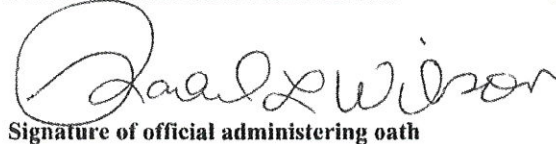
SECTION B - APPLICANT AUTHORITY AND AGGREGATION PROGRAM INFORMATION

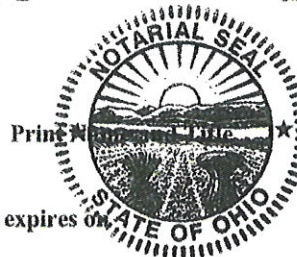
PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED

- B-1** Exhibit B-1 "Authorizing Ordinance," provide a copy of the adopted ordinance or resolution that reflects voter authorization to form a governmental aggregation program pursuant to Sections 4929.26 and 4929.27 of the Ohio Revised Code.
- B-2** Exhibit B-2 "Operation and Governance Plan," provide a copy of the applicant's plan for operation and governance of its aggregation program adopted pursuant to Sections 4929.26(C) or 4929.27(B) of the Revised Code. The Operation and Governance Plan should include all information pursuant to Rule 4901:1-28-03 of the Ohio Administrative Code.
- B-3** Exhibit B-3 "Automatic Aggregation Disclosure Notification," if the aggregation program provides for automatic aggregation in accordance with Section 4929.26(A) of the Revised Code, provide a copy of the disclosure notification required by Section 4929.26(D) of the Revised Code,
- B-4** Exhibit B-4 "Opt-Out Notice," provide a draft copy of the applicant's opt out notice that comports with the Opt-Out disclosure requirements pursuant to Rule 4901:1-28-04 of the Ohio Administrative Code. *(Ten days prior to public dissemination, the applicant shall docket with the Commission, the finalized Opt-Out notice that provides or offers natural gas aggregation service.)*
- B-5** Exhibit B-5 "Experience," provide a detailed description of the applicant's experience and plan for: providing aggregation services (*including contracting with consultants, broker/aggregators, retail natural gas suppliers*); providing billing statements; responding to customer inquiries and complaints; and complying with all applicable provisions of Commission rules adopted pursuant to Section 4929.22 of the Ohio Revised Code and contained in Chapter 4901:1-29 of the Ohio Administrative Code.


* Applicant Signature and Title

Sworn and subscribed before me this 18th day of December Month 2019 Year


Signature of official administering oath



Rachel L. Wilson
Notary Public, State of Ohio
My Commission Expires
06-24-2021

My commission expires on



The Public Utilities Commission of Ohio

Ohio Natural Gas Governmental Aggregation
Affidavit Form
(Version 1.07)

In the Matter of the Application of)

City of Forest Park)

for a Certificate or Renewal Certificate to Provide)
Natural Gas Governmental Aggregation Service in)
Ohio.)

Case No. -GA-GAG

County of Hamilton
State of Ohio

* Donnie R. Jones

[Affiant], being duly sworn/affirmed, hereby states that:

- (1) The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant.
- (2) The applicant will timely file an annual report of its intrastate gross receipts and sales of hundred cubic feet of natural gas pursuant to Sections 4905.10(A), 4911.18(A), and 4929.23(B), Ohio Revised Code.
- (3) The applicant will timely pay any assessment made pursuant to Section 4905.10 or Section 4911.18(A), Ohio Revised Code.
- (4) Applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to Title 49, Ohio Revised Code.
- (5) Applicant will cooperate with the Public Utilities Commission of Ohio and its staff in the investigation of any consumer complaint regarding any service offered or provided by the applicant.
- (6) Applicant will comply with Section 4929.21, Ohio Revised Code, regarding consent to the jurisdiction of the Ohio courts and the service of process.
- (7) Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the certification or certification renewal application within 30 days of such material change, including any change in contact person for regulatory or emergency purposes or contact person for Staff use in investigating customer complaints.
- (8) Affiant further sayeth naught.

* Affiant Signature & Title

[Signature] City Manager

Sworn and subscribed before me this

day of

Month

Year

[Signature]

Signature of Official Administering Oath



Rachel L. Wilson

Notary Public, State of Ohio

My commission expires on

My Commission Expires

06-24-2021

(Ohio Natural Gas Governmental Aggregator) Page 3 of 3

CITY OF FOREST PARK, HAMILTON COUNTY, OHIO

EXHIBIT B-1 "AUTHORIZING ORDINANCE"

AUTHORIZING ORDINANCE – 3 Pages

OFFICIAL ELECTION RESULTS – 1 Page

ORDINANCE NO. 18-2019

AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL NATURAL GAS AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4929.26, OHIO REVISED CODE, DIRECTING THE HAMILTON COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS AND DECLARING AN EMERGENCY.

WHEREAS, the Ohio Legislature has enacted natural gas deregulation legislation which authorizes the legislative authorities of municipal corporations, townships and counties to aggregate the retail natural gas loads located in the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of natural gas; 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 natural gas 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 4929.26, Ohio Revised Code, ("the aggregation program"), for the residents, businesses and other natural gas consumers in the City and in conjunction jointly with any other municipal corporation, township, county or other political subdivision of the State of Ohio, as permitted by law.

NOW THEREFORE, be it ordained by the Council of Forest Park, County of Hamilton and state of Ohio, that:

SECTION 1.

This Council finds and determines that it is in the best interest of Forest Park, its residents, businesses and other natural gas consumers located within the corporate limits of Forest Park to establish the Aggregation Program in Forest Park. Provided that this Ordinance and the Aggregation Program is approved by the electors of Forest Park pursuant to Section 2 of this Ordinance, Forest Park is hereby authorized to aggregate in accordance with Section 4929.26, Ohio Revised Code, the retail natural gas loads located within Forest Park, and, for that purpose, to enter into service agreements to facilitate for those loads the sale and purchase of natural gas. Forest Park 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 natural gas

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 Forest Park at the general election on November 5, 2019,

Shall the City of Forest Park have the authority to aggregate the retail natural gas loads located in the City of Forest Park, and for that purpose, enter into service agreements to facilitate for those loads the sale and purchase of natural gas, such aggregation to occur automatically except where any person elects to opt out?

The Clerk of this Council is instructed 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 ninety (90) days prior to November 5, 2019. 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 3.

Upon the approval of a majority of the electors voting at the election provided 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 the natural gas load of any natural gas load center within the City unless it in advance clearly discloses to the person owning, occupying, controlling, or using the load center 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 termination fee. Any such person that opts out of the Aggregation Program pursuant to the stated procedure shall default to the standard service offer provided by the natural gas service company providing distribution service for the person's retail natural gas load until the person chooses an alternative supplier.

SECTION 4.

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.

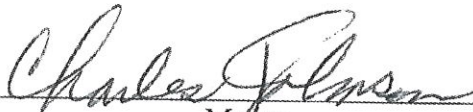
SECTION 5.

This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of Forest Park, and for the further reason that this Ordinance is required to be immediately effective in order to file a certified copy of this Ordinance and the proposed form of the ballot question with the Board of Elections of Hamilton County not later than ninety (90) days prior to the November 5, 2019 election, as provided herein; wherefore, this Ordinance shall be in full force and effect immediately upon its adoption and approval by the Mayor.

SECTION 6.

This Ordinance shall be in full force and take effect from and after its passage.

Passed this 6th day of June, 2019.



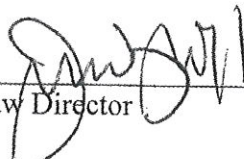
Mayor

Attest:



Clerk of Council

Approved as to form:



Law Director

Cumulative Report — Official

HAMILTON COUNTY, OH — General Election Official — November 05, 2019

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11/20/2019 10:21 AM

Total Number of Voters : 168,849 of 576,110 = 29.31%

Precincts Reporting 563 of 563 = 100.00%

Party	Candidate	Early	Election	Total
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26 PROPOSED ORDINANCE NATURAL GAS AGGREGATION CITY OF FOREST PARK Vote For 1

YES
NO

177	62.11%	1,159	52.90%	1,336	53.96%
108	37.89%	1,032	47.10%	1,140	46.04%
285	96.28%	2,191	97.08%	2,476	96.98%
0	0.00%	0	0.00%	0	0.00%
11	3.72%	66	2.92%	77	3.02%

Cast Votes:
Over Votes:
Under Votes:

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
13	13	100.00%	2,553	12,442	20.52%

27 PROPOSED ORDINANCE ELECTRIC AGGREGATION CITY OF FOREST PARK Vote For 1

YES
NO

178	63.80%	1,139	53.52%	1,317	54.72%
101	36.20%	989	46.48%	1,090	45.28%
279	94.26%	2,128	94.28%	2,407	94.28%
0	0.00%	1	0.04%	1	0.04%
17	5.74%	128	5.67%	145	5.68%

Cast Votes:
Over Votes:
Under Votes:

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
13	13	100.00%	2,553	12,442	20.52%

28 PROPOSED TAX LEVY (RENEWAL) CITY OF HARRISON, Vote For 1

FOR THE TAX LEVY
AGAINST THE TAX LEVY

136	77.71%	1,538	76.90%	1,674	76.97%
39	22.29%	462	23.10%	501	23.03%
175	95.11%	2,000	98.09%	2,175	97.84%
0	0.00%	0	0.00%	0	0.00%
9	4.89%	39	1.91%	48	2.16%

Cast Votes:
Over Votes:
Under Votes:

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
6	6	100.00%	2,223	7,947	27.97%

CITY OF FOREST PARK, HAMILTON COUNTY, OHIO

EXHIBIT B-2 “OPERATION AND GOVERNANCE PLAN”

AFFIDAVID OF PUBLICATION – 2 Pages

PLAN OF OPERATION AND GOVERNANCE – 5 Pages

ORDINANCE TO ADOPT THE PLAN OF OPERATION AND GOVERNANCE – 2 Pages



**The
Community
Press**
Because community matters.



**The
Community
Recorder**
Because community matters.

Advertiser:

ENERGY ALLIANCES INC.
8469 BLUE ASH ROAD, SUITE 1

CINCINNATI OH 45236

AFFIDAVIT OF PUBLICATION

Newspaper: CIN-CP North West Market

**LEGAL NOTICE
ATTACHED**

State of Wisconsin

RE: Order # 0003909011

Account #: 3047698921ENER
Total Cost of the Ad: \$187.60
Last Run Date: 12/04/2019

of Affidavits: 1

This is not an invoice

I, Nicholas Renstrom

of the The Enquirer, a newspaper printed in Cincinnati, Ohio and published in Cincinnati, in said County and State, and of general circulation in said county, and as to the Kentucky Enquirer published in Ft. Mitchell, Kenton County, Kentucky, who being duly sworn, depose and saith that the advertisement of which the annexed is a true copy, has been published in the said newspaper times, once in each issue as follows:

11/27/19, 12/04/19

AW

Subscribed and sworn to before me this 17th day of December, 2019

Vicky Felty

Notary Public

9-19-21

Commission expires



PUBLIC NOTICE:

**PUBLIC HEARING ON THE
CITY OF FOREST PARK
NATURAL GAS
AGGREGATION PROGRAM
PLAN OF OPERATION AND
GOVERNANCE**

The City of Forest Park City Council, Hamilton County, Ohio will hold two public hearings on the City's Natural Gas Aggregation Program Plan of Operation and Governance. The hearings will be held at 7:00 p.m. on December 9th and December 16th, 2019. Both hearings will take place at the City Municipal Building located at 1201 West Kemper Road, Forest Park, OH 45240.

On November 5, 2019, The City of Forest Park voters passed Natural Gas Aggregation which authorizes the City to form a governmental Natural Gas aggregation program for the purchase of Natural Gas on behalf of the City residents. The City shall submit its Plan of Operation and Governance to the Public Utilities Commission of Ohio (PUCO) pursuant to PUCO Regulation and Ohio law. The City shall develop an opt-out aggregation program following the procedures set forth in Ohio Revised Code Section 4928.20.

Subject to the final approval of the City Council, the City will enter into a Natural Gas Supply Agreement with the selected supplier. The Natural Gas Supply Agreement may provide a fixed rate, a capped rate and/or a variable rate for eligible customers that provide more price certainty and stability than the rates currently offered by Duke Energy-Ohio. The offer is scheduled to begin in early to mid-Summer of 2020, and is anticipated to be for a 1, 2 or 3 year term.

All eligible customers (Duke Energy-Ohio customers) to be included in the City's aggregate will be included unless they opt out. All customers eligible to be included in the City's aggregate will receive a mailing notifying them of their right to opt out. The Notice will fully explain the rates, terms and conditions, and general information regarding the Program. If a customer does not wish to be included in the program, the customer will have at least 21 days to opt out of the program free of charge by returning an enclosed post card, visiting the supplier's website for the City or calling a toll free telephone number.

New customers moving into the City will be included in the aggregate unless they exercise their right to opt out of the aggregate. Customers moving within the City will retain their status at the original rate.

Aggregate customers will continue to receive one bill from Duke Energy-Ohio.
NWP, Nov27, Dec4, '19
#3909011

CITY OF FOREST PARK, HAMILTON COUNTY, OHIO

PLAN OF OPERATION AND GOVERNANCE

NATURAL GAS GOVERNMENTAL AGGREGATION

For More Information Contact:

Wright Gwyn, Program Manager
Forest Park Environmental Awareness
1201 West Kemper Road
Forest Park, OH 45240
Phone: 513.595.5263

CITY OF FOREST PARK, HAMILTON COUNTY, OHIO

PLAN OF OPERATION AND GOVERNANCE

Natural Gas Governmental Aggregation

Introduction. On November 5, 2019, a majority of the voters in the City of Forest Park, Hamilton County, OH approved a referendum that authorized the City of Forest Park (the “Community”) to pursue Automatic Governmental Aggregation. After the Community held two public hearings on the matter, as prescribed by Section 4929.26 (C) of the Ohio Revised Code, the Community approved a Plan of Operation and Governance prepared in accordance with Section 4901:1-28-03. Once certified as a Governmental Aggregator, the Community will be authorized to combine multiple retail natural gas customer loads within its geographic boundaries (the “Aggregation”) for the purpose of facilitating the purchase of natural gas supply in Ohio’s competitive retail natural gas market.

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

The Contract. The supply contract negotiated by the Governmental Aggregator for the Aggregation (the “Contract”) shall be for firm, all-requirements supply. Each Aggregation participant will be individually bound to the Supplier by the Contract and will be solely responsible for payment and performance. The natural gas supply charges for the Aggregation will be included in the Contract that will be negotiated by the Governmental Aggregator. The natural gas supply charges will take the form of either a fixed price or a variable price. All natural gas supply charges will be fully and prominently disclosed in consumer enrollment materials (such as the Opt-out Notice), available on the Supplier’s website, and available by calling the Supplier’s toll free customer service telephone number. Participants may terminate the Contract with the Provider without penalty at any time for any reason by providing notice to the Provider.

Eligibility, Opt-out Disclosures, and Pooling Accounts. Section 4901:1-28-05 of the Ohio Administrative Code requires the local natural gas 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 on the Percentage of Income Payment Plan (PIPP), customers that have past due amounts owing to the Utility, customers that are already under contract with a competitive retail natural gas supplier, and mercantile customers. Using this list of eligible accounts, the Supplier, 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 Community and that an area within the Community boundaries has not been inadvertently filtered from the list.

The Supplier, with assistance from the Governmental Aggregator, will prepare and mail an “Opt-out Notice” to each account identified as (i) eligible by the Utility and (ii) within the geographic limits of the

Community by the Governmental Aggregator and the Supplier, within thirty (30) days of receipt of the list from the Utility. 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 natural gas supply to the Aggregation and other terms and conditions of service, and explain how the account holder can decline participation in the Aggregation. As required by 4901:1-28-04 of the Ohio Administrative Code, the Opt-out Notice will indicate that the account holder has twenty-one (21) days to affirmatively respond by telephoning a toll-free number, using a website or returning a postcard to the Supplier that is included in the Opt-out Notice.

The Supplier will receive all Opt-out requests and adjust the eligible account list accordingly. In addition, if any Opt-out Notices are returned by mail to Supplier marked as undeliverable, those accounts will be removed from the eligible account list as well. Upon completion of the twenty-one (21) day Opt-out period, the Supplier 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) business days.

In addition to the initial twenty-one (21) day Opt-out period, each participant will be provided an opportunity to opt-out at least every two 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 Supplier for its natural gas supply, as well as the Utility distribution charges. Aggregation participants will be billed according to their Utility billing cycle.

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 Supplier will implement additional policies with respect to credit, deposits and collections.

Concerns and Complaints. Aggregation participants will have multiple means of expressing 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 Supplier. The Supplier's customer service center will, at a minimum, be available by telephone Monday through Friday between the hours of 8:00 am to 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>
Gas Odor/Leaks-Fire-Explosions	Duke Energy Ohio	1-800-634-4300
Service turn on/off	Duke Energy Ohio	1-800-544-6900
Billing Disputes	Duke Energy Ohio	1-800-544-6900
Price/Joining/Leaving Program	Supplier Customer Service	TBD
Program Regulatory Questions	Supplier Customer Service	TBD
Unresolved Disputes	Public Utilities Commission	1-800-686-7826
Unresolved Disputes	Ohio Consumers Council	1-877-742-5622

The Supplier will attempt to resolve all customer complaints in a timely and good faith manner. The Supplier shall investigate and provide a status report to the customer when the complaint is made directly to them and/or the Community within three (3) business days following receipt of the complaint. Or in the case of a Public Utilities Commission of Ohio ("PUCO") complaint the Supplier will investigate and provide a status report to the customer and PUCO staff within three (3) business days following 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 Commission-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 <http://www.puco.ohio.gov/> or by calling toll-free (800) 686-7826 (VOICE) or 7-1-1 (TTY-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 Community. Aggregation participants who move from one location to another within the Community boundaries and retain the same account number, will remain an Aggregation participant and will receive the same price they would have received if their location had not moved.

Aggregation participants who move from one location to another within the Community boundaries and are assigned a new account number may enroll their new account in the Aggregation and receive the same price as they would have received if their location had not moved, provided the new account is eligible for Aggregation. Participants who move and receive a new account number may be dropped from the Aggregation by the Utility, but they will not be charged an early termination fee from the Supplier. If a participant is dropped from the Aggregation due to a move within the Community, the participant must contact the Supplier to be re-enrolled.

Moving Outside of the Community. Aggregation participants who move out of the Community boundaries will no longer be eligible to participate in the Aggregation, but they will not be charged an early termination fee from the Supplier.

Enrolling after the Opt-out Period. Residential and small business accounts located within the Community's boundaries that are eligible to join the Aggregation but initially chose to opt-out of the Aggregation, or otherwise weren't included in the Aggregation, may join the Aggregation after the expiration of the applicable Opt-Out Period by contacting the Supplier. 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 Government Aggregator.

In the event that the Supplier is able to offer to newly eligible customers the same price that is provided to the current Aggregation participants, the Supplier may refresh the Aggregation by providing those

who move into the Community 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.)

CITY OF FOREST PARK

ORDINANCE 29-2019

**AN ORDINANCE TO ADOPT A PLAN OF OPERATION AND GOVERNANCE FOR NATURAL GAS
GOVERNMENTAL AGGREGATION AND DECLARING AN EMERGENCY**

WHEREAS, the City of Forest Park City Council (hereinafter "Council") seeks to establish a governmental aggregation program with opt-out provisions pursuant to Section 4929.26, Ohio Revised Code (the "Aggregation Program") for the residents, businesses and other natural gas customers in the City of Forest Park, as permitted by law; and

WHEREAS, the Council has developed a Natural Gas Aggregation Program Plan of Operation and Governance ("Plan of Operation") in accordance with the governmental aggregation provisions of Sections 4901 and 4929.26 of the Ohio Revised Code and the Rules for Formation and Operation of Natural Gas Governmental Aggregations; and

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

WHEREAS, the 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 CITY COUNCIL, CITY OF FOREST PARK, HAMILTON COUNTY, STATE OF OHIO:

SECTION I

This Council adopts and approves a Plan of Operation and Governance as regards Natural Gas Governmental Aggregation as attached hereto (see Exhibit A).

SECTION II

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 III

This Ordinance is hereby declared to be an emergency measure necessary for immediate preservation of the health, safety and welfare of the citizens of the City of Forest Park and shall take effect immediately. The reason for the emergency is to meet the requirements for certification as a governmental aggregator in order to enter into service agreements to purchase natural gas supplies at a strategic buying opportunity.

Passed this 16th day of December, 2019.

Charles Johnson
Mayor

Attest:

Sally Boyd
Clerk of Council

Approved as to form:

[Signature]
Law Director

CITY OF FOREST PARK, HAMILTON COUNTY, OHIO

EXHIBIT B-3 & EXHIBIT B-4

Exhibit B-3 “Automatic Aggregation Disclosure Notification”

Exhibit B-4 “Opt-Out Notice”

OPT OUT LETTER, TERMS AND CONDITIONS – 4 Pages



SUPPLIER LOGO

DO NOT DISCARD:

Important Natural Gas Aggregation
Information Enclosed

Date _____

Dear _____

Welcome to the City of Forest Park Natural Gas Aggregation Program. On November 5, 2019 voters in your community authorized the creation of a natural gas aggregation program. Through a competitive process, your community leaders recently selected <Supplier> as the preferred supplier for the program. Your program begins with your <Date> meter read and goes through your <Date> meter read.

Eligible residents and small businesses will receive a **fixed rate of \$X.XXXX per Ccf** for the program term. As an eligible resident you are automatically enrolled in the program unless you choose to not participate, (opt out) of the program by <Date>.

How to Opt-Out:

You may opt out of the program by :

Mail – return the completed form below to:
Community address

Phone – call the toll-free number XXX-XXX-XXXX

On-Line - log on to www.<supplierwebaddress> and opt out on-line

There is no cost to enroll. Again, enrollment is automatic for those who are eligible, but participation is voluntary. You may leave the program at any time for any reason by providing notice to <Supplier>. Please see the enclosed terms and conditions for full details of the program.

For questions, contact <Supplier> at www.<supplierwebaddress> or call XXX-XXX-XXXX.

We look forward to providing this program.

Sincerely,

City of Forest Park

Opt out of the City of Forest Park Natural Gas Aggregation Program.

☐ By checking this box, I understand that my account will not be included in the aggregation program.

This opt out must be posted by "Date" and mailed to <Supplier's Address>

Customer Name _____ Customer Number _____

Service Address _____

Signature _____ Date _____

Residential and Small Commercial Natural Gas Supply Agreement Terms and Conditions

1. Purchase of Natural Gas – <Supplier> agrees to sell, and you (Customer) agree to buy from us on an exclusive basis, all retail natural gas at the price and on the terms and conditions specified in this Agreement. Customer's natural gas utility remains responsible for the delivery of natural gas to the Customer.

2. Residential or Small Commercial Service – Customer acknowledges this Agreement is for natural gas for residential or small commercial use only.

3. Price and Initial Term – The price for natural gas (Price) will be \$X.XXXX per CCF through your <Date> meter read date. Natural Gas service under this Agreement will begin with the next available meter read date after Supplier and Customer's natural gas utility process Customer's enrollment. In addition to delivering natural gas, Customer's natural gas utility will continue to read Customer's meter, bill the Customer and respond to any outages. If Customer switches back to Customer's natural gas utility for any reason, Customer may or may not be served under the same rates, terms, and conditions that apply to other customers served by the natural gas utility. The Price includes <Supplier> broker fees, but does not include any applicable taxes, fees or charges related to distribution service from the Customer's natural gas utility. If Supplier wishes to lower the Price due to a change in market conditions, Supplier may do so without Customer's consent provided there are no other changes to the terms and conditions of this Agreement.

4. Contract Term - As a part of your community's program, your service from <Supplier> will commence with your next available meter reading after processing of enrollment by your natural gas utility, and will continue for the term as specified in the opt-out notification, ending on your meter read for the last month of service.

5. Billing and Payment – The charges for natural gas provided by <Supplier> will appear on Customer's monthly bill from Customer's natural gas utility and is due and payable to Customer's natural gas utility on the same day the natural gas utility's bill is due. Customer will incur additional service and delivery charges from the Customer's natural gas utility. Customer should continue to follow any bill payment procedures between Customer and Customer's natural gas utility. Customer agrees to accept the measurements as determined by Customer's natural gas utility for purposes of accounting for the amount of natural gas provided by <Supplier> under this Agreement. The customer may contact the Customer's natural gas utility to enroll in the utility budget billing program, if applicable. Customer has the right to request from <Supplier>, twice within a twelve-month period without charge, up to twenty-four months of the Customer's payment history. The failure to pay natural gas utility charges may result in Customer being disconnected from service in accordance with the Customer's natural gas utility tariff.

6. Customer Cancellation or Termination of the Agreement – Customer's natural gas utility will send Customer a notice confirming the switch to <Supplier> for natural gas. CUSTOMER MAY CANCEL THIS AGREEMENT WITHOUT PENALTY WITHIN SEVEN (7) BUSINESS DAYS OF THE POSTMARK ON THE NATURAL GAS UTILITY'S CONFIRMATION NOTICE OF THE SWITCH TO <SUPPLIER> BY CONTACTING CUSTOMER'S NATURAL GAS UTILITY BY TELEPHONE OR IN WRITING IN ACCORDANCE WITH THE CANCELLATION INSTRUCTIONS ON THAT NOTICE. After the seven-day cancellation period, Customer must contact <Supplier> to terminate this Agreement. If Customer terminates this Agreement after the seven-day cancellation period and before the end of the Initial Term, Customer will be charged no early termination fee. There is no fee for early termination during any renewal term. Customer may terminate this Agreement without penalty if Customer moves outside of <Supplier's> service area or into an area where <Supplier> charges a different price for natural gas.

7. <Supplier> Termination of the Agreement – <SUPPLIER> may terminate this Agreement by giving Customer written notice of at least 14 calendar days if the Customer fails to make any payments under this Agreement or fails to meet any agreed-upon payment arrangements. <SUPPLIER> may also terminate this Agreement by giving Customer written notice if any Force Majeure Event (See Section 12 of this Agreement), as defined below,

physically prevents or legally prohibits <SUPPLIER> from performing under the terms of this Agreement. Upon termination of this Agreement, Customer will return to Customer's natural gas utility for natural gas unless Customer has selected another Competitive Retail Natural Gas Service (CRNGS) provider. The effective date of any termination by Customer or <SUPPLIER> will be the next available meter read date after expiration of any required notice period and processing by the natural gas utility and <SUPPLIER> of the return of the Customer to the natural gas utility. Upon termination by any party for any reason, Customer will remain responsible for all charges for natural gas through the date of termination.

8. Assignment – <SUPPLIER> may assign, subcontract or delegate all or any part of <SUPPLIER>'s rights and/or obligations under this Agreement without consent from Customer. Customer shall not assign its rights and/or obligations under this Agreement without the prior written consent of <SUPPLIER>.

9. Customer Information – Customer authorizes <SUPPLIER> to obtain any information from Customer's natural gas utility necessary for <SUPPLIER> to perform this Agreement, including Customer's account name, account number, billing address, service address, telephone number, standard offer service type, meter readings, when charges hereunder are included on the natural gas utility's bill, and Customer's billing and payment information from Customer's natural gas utility. <SUPPLIER> is prohibited from disclosing Customer's social security number and/or account number(s) without Customer's consent except for <SUPPLIER>'s own collections and credit reporting, participation in programs funded by the universal service fund pursuant to section 4928.52 of the Revised Code, or assigning a customer contract to another CRNGS provider.

10. Dispute Resolution – If Customer has a billing or other dispute involving this Agreement, Customer may contact <SUPPLIER> at the telephone number, e-mail address or mailing address listed below. If your complaint is not resolved after you have called your natural gas supplier and/or your natural gas utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five 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 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

11. Limitation of Liability – Customer agrees that neither <SUPPLIER> nor any of its employees, affiliates, agents, or subcontractors (collectively, <SUPPLIER> Parties) will be liable for any damages or claims for matters within the control of Customer's natural gas utility. The <SUPPLIER> Parties will not be responsible for any failure to commence or terminate power and energy service on the date specified herein due to any failure or delay in enrolling Customer with Customer's natural gas utility. The <SUPPLIER> Parties' liability will be limited to direct actual damages only. In no event will the <SUPPLIER> Parties be liable for any punitive, incidental, consequential, exemplary, indirect, attorney's fees, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Agreement.

12. Force Majeure – If a Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement (the "Claiming Party") and gives notice and details of to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. During the period excused by Force Majeure, the non-Claiming Party shall not be required to perform its obligations under this Agreement. "Force Majeure" shall mean an event or circumstance which prevents the Claiming Party from performing its obligations or causes delay in the Claiming Party's performance under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence or use of good utility practice, as defined in the applicable transmission tariff, the Claiming Party is unable to overcome or avoid or cause to be avoided, such as, but not limited to, acts of God; fire; flood; earthquake; war; riots; strikes, walkouts, lockouts and other labor disputes that affect Customer or

<SUPPLIER>. Force Majeure shall not be based on 1) Customer's inability to economically use the natural gas purchased hereunder; or 2) Supplier's ability to sell the natural gas at a price greater than the price under this Agreement.

CITY OF FOREST PARK, HAMILTON COUNTY, OHIO

EXHIBIT B-5 "EXPERIENCE"

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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 Natural Gas Governmental Aggregation Program.

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

As a PUCO certified Retail Natural Gas Broker/Aggregator (Certificate Number 14-350G(3)) and a Competitive Retail Electric Service Provider (Certificate Number 14-805E(3)) Energy Alliances has over 13 years of experience in leading communities through the entire governmental aggregation process. They currently manage more than sixty (60) electric and gas governmental aggregation and/or endorsement programs in the State of Ohio.

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 4929 and 4928 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

12/19/2019 9:05:10 AM

in

Case No(s). 19-2227-GA-GAG

Summary: Application for Certification as a Natural Gas Governmental Aggregator
electronically filed by Ms. Brenda G Coffey on behalf of City of Forest Park