
June 22, 2021

Chief of Docketing
Public Utilities Commission of Ohio
180 East Broad St. 13th Floor
Columbus, Ohio 43215-3783

RE: Electric Governmental Aggregator Renewal Application Case Number 03-1504-EL-GAG

The Village of Navarre is pleased to submit its renewal for electric governmental aggregator. The Village's filing is enclosed. The application was docketed as case number 03-1504-EL-GAG.

FirstEnergy Advisors is providing aggregation consulting services to the Village of Navarre and is filing this application on their behalf. Should you have any questions or additional needs, please call me at (330) 696-2992.

Sincerely,

Lorraine Rader
Director of Sales

Enc.

**Submitted to:
The Public Utilities Commission of
Ohio**

**CERTIFICATION APPLICATION FOR
A GOVERNMENTAL AGGREGATOR**

Village of Navarre, Ohio
27 Canal St W.
Navarre, Ohio 44662
330-879-5508 (office)

June 22,2021



Original GAG Case Number	Version
03-1504 -EL-GAG	August 2004

RENEWAL APPLICATION FOR GOVERNMENTAL AGGREGATORS

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-4 Opt-Out Form). 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. RENEWAL INFORMATION

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

Legal Name Village of Navarre
Address 27 Canal Street West, Navarre, OH 44662
PUCO Certificate # and Date Certified 03-106E (9) issued August 9, 2019
Telephone # (330) 879-5508 Web site address (if any) www.navarreoh.net

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 current 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:
 - Rates
 - Charges
 - 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-“Opt-out Form”** provide a copy of the disclosures/“opt-out” 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. If the opt-out is in draft form, docket the final opt-out (including beginning and ending dates of the 21-day -out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service. See #12 in the attached Affidavit.

A-5 **Contact person for regulatory or emergency matters**

Name Richard Charles
Title Director, FEP of Operations
Business address 76 South Main, Akron, Ohio 44308
Telephone # (330) 384-4689 Fax # _____
E-mail address (if any) charlesr@firstenergycorp.com

A-6 **Contact person for Commission Staff use in investigating customer complaints**

Name Lorraine Rader
Title Director of Sales
Business address 76 South Main, Akron, OH 44308
Telephone # (330) 696-2992 Fax # _____
E-mail address (if any) lrader@firstenergycorp.com

A-7 **Applicant's address and toll-free number for customer service and complaints**

Customer Service address 76 South Main, Akron, OH 44308
Toll-free Telephone # (877) 398-5639 Fax # _____
E-mail address (if any) FirstEnergyAdvisors@firstenergycorp.com

x Robert L. Benson
Signature of Applicant & Title

Sworn and subscribed before me this 17th day of MAY, 2021
Month Year

Anne L Johnson
Signature of official administering oath

ANNE L JOHNSON
Print Name and Title
CLERK - TREASURER

My commission expires on 11-16-2021



ANNE L JOHNSON
Notary Public, State of Ohio
My Comm. Expires Nov. 16, 2021

AFFIDAVIT

State of Ohio :

Village of Navarre ss.
(Village)

County of Stark :

Robert Benson, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the MAYOR (Office of Affiant) of Village of Navarre (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 renewal 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 renewal 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 if the opt-out is in draft form, the Applicant will docket the final opt-out (including beginning and ending dates of the 21-day -out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service.

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.

Robert L. Benson
Signature of Affiant & Title

Sworn and subscribed before me this 17TH day of MAY, 2021
Month Year

Anne L Johnson
Signature of official administering oath

ANNE L JOHNSON
Print Name and Title
CLERK-TREASURER

My commission expires on 11-16-2021



ANNE L JOHNSON
Notary Public, State of Ohio
My Comm. Expires Nov. 16, 2021

Exhibit A-2

AUTHORIZING ORDINANCE

RECORD OF ORDINANCES

0075

Deane Legal Clerk Co.		Form No. 20012	
Ordinance No. ... 2-2003	Passed	FEBRUARY 17	2003
<p>TITLE: SUBMISSION OF BALLOT QUESTION TO STARK COUNTY BOARD OF ELECTIONS - ELECTRICITY AGGREGATE</p> <p>AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS, PURSUANT TO SECTION 4928.20, OHIO REVISED CODE, DIRECTING THE STARK COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS AND DECLARING THE SAME TO BE AN EMERGENCY</p> <p>WHEREAS, The Ohio Legislature has enacted electric deregulation legislation ("Am. Sub. S.B. No. 3") which authorizes the legislative authorities of municipal corporations, townships and counties to aggregate the retail electrical loads located in the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of electricity; and</p> <p>WHEREAS, Such legislative authorities may exercise such authority jointly with any other legislative authorities; and</p> <p>WHEREAS, Governmental aggregation provides an opportunity for residential and small business customers collectively to participate in the potential benefits of electricity deregulation through lower electric rates which they would not otherwise be able to have individually; and</p> <p>WHEREAS, This Council seeks to establish a governmental aggregation program with opt-out provisions pursuant to Section 4928.20 Ohio Revised Code (the "Aggregation Program"), for the residents, businesses and other electric consumers in the Village and in conjunction jointly with any other municipal corporation, township, county or other political subdivision of the State of Ohio, as permitted by law.</p> <p>NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF NAVARRE, STATE OF OHIO, THAT:</p> <p>SECTION 1: This Council finds and determines that it is in the best interest of the Village, its residents, businesses and other electric consumers located within the corporate limits of the Village to establish the Aggregation Program in the Village. Provided that this Ordinance and the Aggregation Program is approved by the electors of the Village pursuant to SECTION 2 of this Ordinance, the Village is hereby authorized to aggregate in accordance with Section 4928.20, Ohio Revised Code, the retail electrical loads located within the Village, and, for that purpose, to enter into service agreements to facilitate for those loads the sale and purchase of electricity. The Village 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 an electric load center proposed to be aggregated and will provide for the opt-out rights described in SECTION 3 of this Ordinance.</p> <p>SECTION 2: The Board of Elections of Stark County is hereby directed to submit the following question to the electors of the Village at the primary election on May 6, 2003:</p>			

RECORD OF ORDINANCES

Ordinance Legal Blank Doc

Form No. 30043

Ordinance No.

Passed

1603

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

The Village Clerk-Treasurer is instructed immediately to file a certified copy of this Ordinance and the proposed form of the ballot question with the Stark County Board of Elections not less than seventy-five (75) days prior to May 6, 2003. 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 this SECTION 2 and Section 4928.20, Ohio Revised Code.

SECTION 3: Upon approval of a majority of the electors voting at the primary election provided for in SECTION 2 of this Ordinance, this Council individually or jointly with any other political subdivision, may 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 electrical load of any electric load center within the Village 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 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 (d) of Section 4928.35, Ohio Revised Code until the person chooses an alternative supplier.

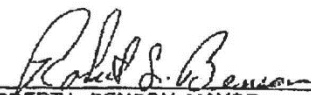

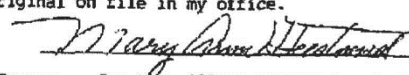
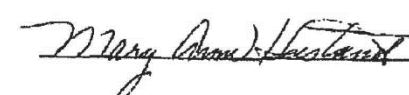
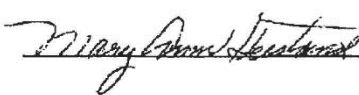
SECTION 4: It is hereby found and determined that all formal actions of this Council concerning the relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were meetings open to the public in compliance with the law.

SECTION 5: This Ordinance is hereby declared to be an emergency ordinance as it is of immediate necessity to the health, safety and welfare of the residents of the Village of Navarre, Stark County, Ohio, that this Ordinance, which includes a ballot question, be enacted immediately. The reason for the emergency is that a certified copy of this Ordinance and the proposed form of the ballot question must be filed with the Board of Elections of Stark County, Ohio not later than seventy-five (75) days prior to the May 6, 2003 election, and this deadline occurs at 4:00 P.M. on Friday, February 20, 2003. Therefore, this Ordinance shall take effect immediately upon its passage by Council, and signature of the Mayor, as provided for by Ohio Revised Code, Sections 731.17 and 731.30.

Passed (as an emergency and under suspension of rules):
February 17, 2003.

RECORD OF ORDINANCES

0097

Horton Legal Blank Co.		Form No. 50053	
Ordinance No. 2-2003	Passed	FEBRUARY 17	2003
<p> ROBERT L. BENSON, MAYOR</p>			
<p>ATTEST:</p> <p> MARY ANN HEESTAND, CLERK-TREASURER</p>			
<p>I, Mary Ann Heestand, Clerk-Treasurer for the Village of Navarre, Ohio, do hereby certify that the foregoing is a true copy of ORDINANCE duly passed and adopted by the Council of the Village of Navarre on the 17TH DAY OF FEB. 2003 as compared by me with the original on file in my office.</p> <p></p>			
<p>I, Mary Ann Heestand, Clerk-Treasurer for the Village of Navarre, Ohio, do hereby certify that there is no newspaper in said Village and that publication of the above ORDINANCE was duly made by posting one copy thereof at each of the five places designated by Council and that said ORDINANCE will remain posted for at least fifteen days thereafter.</p> <p>Village Auto Parts, Sky Bank, Navarre Post Office, Surbey Feed & Supply, Village Clean Laundromat</p> <p></p>			
<p>I hereby certify that the foregoing is a true and correct copy of Ordinance #2-2003 as taken from the records on file in the office of the Clerk-Treasurer of the Village of Navarre.</p> <p></p>			

RECORD OF ORDINANCES

GOVERNMENT FORMS & SUPPLIES (844) 224-3338 FORM NO. 30043

Ordinance No. _____

Passed _____, 20____

VILLAGE OF NAVARRE
STARK COUNTY, OHIO
ORDINANCE NO. 13-2021AN ORDINANCE AUTHORIZING UPDATE TO VILLAGE ELECTRIC POWER
AGGREGATION PLAN OF OPERATION AND GOVERNANCE

Whereas, on February 17, 2003, Village Council passed Ordinance 2-2003, submitting to the voter of the Village the question of whether the Village of Navarre should offer electric power aggregation, and on May 6, 2003, the voters approved the Village's offering electric power aggregation, and

Whereas, since 2003, the Village has periodically applied and re-applied to the Ohio Public Utilities Commission for authority to aggregate electric power to its residents, and

Whereas, the Village is required to apply for re-certification from the Ohio Public Utilities Commission, on or before July 9, 2021, and

Whereas, certain changes in the electric power market-place require amendment to the Village's original electric power aggregation plan of operation and governance, with the proposed 2021 electric power aggregation plan of operation and governance being in the custody of the Clerk-Treasurer, and available for review by the public on the Village's website,

Now Therefore, the Village Council of Navarre, Ohio Ordains as follows:

The Mayor and/or Administrator are authorized to submit to the Ohio Public Utilities Commission that proposed 2021 electric power aggregation plan of operation and governance that has been prepared, together with an application and affidavit and such other documents as are required by the Public Utilities Commission, in order that the Village may be re-certified as an electric power aggregator.

This Ordinance is passed as an Emergency, with the requisite number of votes from Council required to waive the three reading requirement for ordinances, the emergency being that for the Village to retain its certification status with the Ohio Public Utilities Commission for electric power aggregation, the recertification application with amended plan must be submitted no later than July 9, 2021.

APPROVED: _____

ROBERT L. BENSON, MAYOR

DATE: June 21, 2021

ATTEST: _____

ANNE L. JOHNSON, CLERK TREASURER

Exhibit A-3

OPERATION AND GOVERNANCE PLAN

Village of Navarre

Electric Power Aggregation Plan of Operation and Governance

June 17, 2003
(As Revised: June 21, 2021)

Amendment to Village of Navarre Plan of Governance

On January 21, 2021, the Village entered into an agreement with Constellation NewEnergy Inc. as the new supplier to the Village's electric aggregation program. Per Section V. MISCELLANEOUS GOVERNANCE GUIDELINES of the Plan of Governance (POG) dated June 17, 2003, the Village can amend the plan by vote of council. The POG shall remain in effect subject to the Amendments specified herein. On June 21, 2021, the Village of Navarre passed by Emergency Ordinance an update to its Plan of Governance with the following changes:

1. The current supplier of the electric aggregation shall be Constellation NewEnergy Inc. and supplants FirstEnergy Solutions
2. Appendices A & B are supplanted with the Appendices A(1) and B(1) to account for the change from FirstEnergy Solutions to Constellation NewEnergy Inc.
3. Exhibits A-4 & A-5 have been updated to replace FirstEnergy Solutions program with Constellation NewEnergy and the Terms and Conditions, the FAQs and the information about the experience of the new supplier
4. The POG will allow any person enrolled in the Aggregation Program the opportunity to opt out of the program at least 36 months (3 years). This replaces the references to a 24 month program length in:
 - a. **Section IV, OPERATIONAL PLAN,**
 1. **A. AGGREGATION SERVICES, #3, and**
 2. **E. CHANGES, EXTENSION OR RENEWAL OF SERVICE**
 - b. **Appendix A – Member Education**

Appendix A (1) - Education Process

The Provider (Exhibit A-4) will develop the educational program in conjunction with the Village. Its purpose will be to explain the aggregation program to its Members, provide updates and disclosures as mandated by State law and the rules of the PUCO, and provide the opportunity for the Members to opt-out of the program. The following are the program components:

1. Each residence and eligible business within the limits of the Village will receive via U.S. Mail notification of; what government aggregation means, their membership in the government aggregation program, the procedure which must be followed in order to opt-out of the program, the price that they can expect to receive as a Member of the program, a list of frequently asked questions and the deadline for returning the opt-out form. See the attached opt-out notification letter (Exhibit A-4).
2. The Provider will work with the Village to provide opportunities for educating residents in the Village about the Program and consumer rights under the law, PUCO rules and this Program. In addition, the Provider and Village will work to provide education about and other opportunities for energy efficiency measures to help consumers reduce energy consumption.
3. The Provider will provide updates and disclosures as mandated by State law and rules of the PUCO. See attached Terms and Conditions document (Exhibit A-4).
4. The opt-out opportunity will be provided to the Members of the program at least every three years. Should conditions, suppliers, price, or any other component of the program change within the opt-out period, participants will be given a notice of their opportunity to opt-out of, or into the program.

Appendix B (1)- Customer Service Plan

A. Member Access:

1. The Provider (Exhibit A-4) shall ensure Members reasonable access to its service representatives to make inquiries and complaints, discuss changes on Member bills, and transact any other business. Member Access for the Navarre Aggregation Program is outlined in the opt-out letter shown in **Exhibit A-4 “Automatic Aggregation Disclosure & Customer Education.”**
2. Telephone access shall be toll free and afford Members prompt answer times during normal business hours. Member Complaints for the Navarre Aggregation Program is outlined in the opt-out letter, shown in **Exhibit A-4 “Automatic Aggregation Disclosure & Customer Education.”**
3. The Terms and Conditions shall supply 24-hour contact information for Ohio Edison for service interruptions or electrical emergencies.

B. Member Complaints:

1. The current Provider (Exhibit A-4) shall investigate Member complaints (including Member complaints referred by Ohio Edison) and provide a status report within five calendar days following receipt of the complaint to:
 - a. The consumer, when the complaint is made directly to the Provider, or
 - b. The consumer and The Public Utilities Commission of Ohio Staff (“Commission Staff”), when a complaint is referred to the Provider by the Commission Staff.
2. If an investigation is not completed within 14 calendar days, the Provider shall provide status reports to the consumer and the Village, or, if applicable, to the consumer, the Village and the Commission Staff. Such status reports shall be provided at five-day intervals until the investigation is complete, unless the action that must be taken will require more than five days and the Member has been so notified.
3. The Provider shall inform the consumer, or the consumer, the Village and Commission Staff, of the results of the investigation, orally or in writing, no later than five calendar days after completion of the investigation. The consumer, the Village, or Commission Staff may request the report in writing.
4. If a residential consumer disputes the Provider's report, the Provider shall inform the consumer that the Commission Staff is available to help resolve informal complaints. The provider shall provide the consumer with the current address, local/toll free telephone numbers, and TTDD/TTY telephone numbers of the Commission's consumer services department.
5. The Provider shall retain records for Member complaints, investigations, and complaint resolutions for one year after the occurrence of such complaints and shall provide such records to the Commission Staff within five calendar days of request.
6. The Provider shall make good faith efforts to resolve disputes.

C. Member Billing and Payment:

1. The current selected Provider shall arrange for Ohio Edison or its agent to bill Members for such services according to a tariff approved by the Commission. Member bills issued by or for the new Provider shall be accurate and understandable, be rendered at intervals consistent with those of Ohio Edison, and contain sufficient information for Members to compute and compare the total cost of competitive retail electric service (s). Such bills shall also include:
 - a. The Member's name, billing address, service address, the Member's EDU account

- number, and if applicable, the current selected Provider (see Exhibit A-4) account number;
 - b. The dates of service covered by the bill, an itemization of each type of competitive service covered by the bill, any related billing components, the charge for each type of service, and any other information the Member would need to recalculate the bill for accuracy;
 - c. The applicable billing determinants, including beginning meter reading, ending meter reading(s), demand meter reading(s), multipliers, consumption(s), and demands;
 - d. For Member generators with net metering contracts, a statement of the net metered generation;
 - e. The unit price per kWh charged for competitive service, as calculated by dividing current-period competitive service charges by the current-period consumption;
 - f. An identification of the provider of each service appearing on the bill;
 - g. The amount billed for the current period, any unpaid amounts due from previous periods, any payments of credits applied to the Member's account during the current period, any late payment charges, or gross and net charges, if applicable, and the total amount due and payable.
2. The due date for payment to keep the account current. Such due date shall be no less than:
 - a. Fourteen days after the postmark date on the bill for residential Members and twenty-one days after the postmark date or the bill for non-residential Members;
 - b. Current balance of the account, if a residential Member is billed according to a budget plan;
 - c. Options and instructions on how Members may make their payments;
 - d. For each provider whose charges appear on the bill, a listing of the provider's toll-free telephone number and address for Member billing questions or complaints;
 - e. A listing of the toll-free consumer assistance telephone number, and available hours for applicable state agencies, such as the commission, the Ohio Consumers' Counsel, and the Ohio Attorney General's office;
 - f. The Ohio Edison 24-hour local toll-free telephone number for reporting service emergencies;
 - g. Identification of estimated bills or bills not based upon actual end-of-period meter readings for the period;
 - h. An explanation of any codes and abbreviations used.
 3. If applicable, the new Provider (outlined in Exhibit A-4) will, upon request, provide Members with the name and street address/location of the nearest payment center and/or authorized payment agent.
 4. If applicable, when a Member pays the bill at a payment center or to an authorized payment agent, such payment shall be credited to the Member's account as of the day such payment center or agent receives it.
 5. The Village and the new Provider (outlined in Exhibit A-4) shall establish policies and procedures for handling billing disputes and requests for payment arrangements.
- D. Collections for delinquent accounts:
1. Collections for delinquent accounts shall be the responsibility of the current selected Provider (see Exhibit A-4) or its agent.
 2. The Village shall approve the collections process utilized by the current selected Provider (see Exhibit A-4).
 3. Failure of Members to pay charges for Competitive Retail Electric Services may result in loss those products and services and;
 4. Failure to pay charges from Competitive Rate Electric Services may result in cancellation of the Member's contract with the current selected Provider (see Exhibit A-4) and return the Member to Ohio Edison's standard offer.

OPT OUT NOTICE



Welcome to the Village of Navarre Electric Aggregation Program.

DO NOT DISCARD:

Important Notice Regarding Your Electric
Service

This notification is in regards to your electric service at:

Sample Address
Sample City, OH 0000



Sample Customer
Sample Address
Sample City, OH 0000

March 8, 2021

Dear Sample Customer,

In May of 2003, Village of Navarre voters authorized the creation of an electric aggregation program. Constellation NewEnergy, Inc. ("Constellation") is the supplier for the upcoming program term. The new program term offers a fixed rate of \$0.04998 per kWh starting with your first meter read in or after May 2021 and continues through your May 2025 meter read cycle.

You're Automatically Enrolled

There is no cost to enroll. Enrollment is automatic for those who are eligible, but participation is voluntary. You may opt-out of this program without penalty at any time for any reason by providing notice to Constellation (see instructions below). If you choose to opt-out, you will be served by the standard service offer of Ohio Edison (the "Utility") or until you choose an alternative supplier of electric service. If you switch back to the Utility, you may not be served under the same rates, terms, and conditions that apply to other customers served by the Utility. Please see the enclosed FAQs and Terms and Conditions for full details regarding the program.

How To Opt-Out

The program is under the ongoing jurisdiction of the PUCO. If you return to utility supply after the beginning of the aggregation program, you will pay the Utility's market price of power plus its costs for alternative energy resources, unless you are exempt from those costs or you move and the utility considers you to be a new customer. If you do not want to be automatically enrolled in the aggregation program, please respond with one of the options below by March 29, 2021:

- Mail:** Return the form below in the pre-addressed stamped envelope
- Phone:** Call Constellation at 833-930-3164
- Web:** Visit www.constellation.com/oh-navarre

We look forward to providing this program.

Sincerely,

Village of Navarre

Kevin Klages
SVP Mass Markets
Constellation

To learn more:



Visit us online at
[constellation.com/
oh-navarre](http://constellation.com/oh-navarre)



Call 833-930-3164
24 hours a day, 365 days a year

The fixed rate offered does not include taxes, utility distribution or other fees, charges or credits. The General Terms and Conditions govern your participation in the Program. Please do not contact the community. If you have additional questions about this offer, contact Constellation. Ohio Certified Retail Electricity Supplier #: 00-003E(10).



Sample Customer
Sample Address
Sample City, OH 0000



Constellation.
An Exelon Company

I do not want to participate in the Village of Navarre Electric Aggregation Program.

Phone Number ☐ Cell ☐ Work ☐ Home

Opt-Out Code

Service Address:

Sample Address
Sample City, OH 0000

Ohio Edison Account Number

Signature

Date

Exhibit A-4

AUTOMATIC AGGREGATION DISCLOSURE & CUSTOMER EDUCATION



Welcome to the Village of Navarre Electric Aggregation Program.

DO NOT DISCARD:

Important Notice Regarding Your Electric Service

This notification is in regards to your electric service at:

Sample Address
Sample City, OH 0000



Sample Customer
Sample Address
Sample City, OH 0000

March 8, 2021

Dear Sample Customer,

In May of 2003, Village of Navarre voters authorized the creation of an electric aggregation program. Constellation NewEnergy, Inc. ("Constellation") is the supplier for the upcoming program term. The new program term offers a fixed rate of \$0.04998 per kWh starting with your first meter read in or after May 2021 and continues through your May 2025 meter read cycle.

You're Automatically Enrolled

There is no cost to enroll. Enrollment is automatic for those who are eligible, but participation is voluntary. You may opt-out of this program without penalty at any time for any reason by providing notice to Constellation (see instructions below). If you choose to opt-out, you will be served by the standard service offer of Ohio Edison (the "Utility") or until you choose an alternative supplier of electric service. If you switch back to the Utility, you may not be served under the same rates, terms, and conditions that apply to other customers served by the Utility. Please see the enclosed FAQs and Terms and Conditions for full details regarding the program.

How To Opt-Out

The program is under the ongoing jurisdiction of the PUCO. If you return to utility supply after the beginning of the aggregation program, you will pay the Utility's market price of power plus its costs for alternative energy resources, unless you are exempt from those costs or you move and the utility considers you to be a new customer. If you do not want to be automatically enrolled in the aggregation program, please respond with one of the options below by March 29, 2021:

1. **Mail:** Return the form below in the pre-addressed stamped envelope
2. **Phone:** Call Constellation at 833-930-3164
3. **Web:** Visit www.constellation.com/oh-navarre

We look forward to providing this program.

Sincerely,

Kevin Klages
SVP Mass Markets
Constellation

Village of Navarre

To learn more:



Visit us online at
constellation.com/oh-navarre



Call 833-930-3164
24 hours a day, 365 days a year

The fixed rate offered does not include taxes, utility distribution or other fees, charges or credits. The General Terms and Conditions govern your participation in the Program. Please do not contact the community. If you have additional questions about this offer, contact Constellation, Ohio Certified Retail Electricity Supplier # 00-003600.



Sample Customer
Sample Address
Sample City, OH 0000



Constellation
An Edison Company

I do not want to participate in the Village of Navarre Electric Aggregation Program.

Phone Number

☐ Cell ☐ Work ☐ Home

Opt-Out Code

Service Address:

Sample Address
Sample City, OH 0000

Ohio Edison Account Number

Signature

Date

Electricity Purchase and Sale Terms and Conditions – Opt-Out Aggregation

The Village of Navarre, Stark County, Ohio ("Municipality"), pursuant to the aggregation authority conferred upon it by electorate vote, which passed by a majority vote on May 6, 2003 and ordinance establishing the program, selected Constellation NewEnergy, Inc. ("Seller") to supply the aggregation and to administer enrollments as described below. You, the account holder (also referred to as "Buyer") for the eligible account associated with the service address referenced on the letter accompanying these Electricity Purchase and Sale Terms and Conditions (the "Account"), and Seller agree to the following terms and conditions. Seller and Buyer (individually referred to as "Party" and collectively as "Parties") agree to the following Electricity Purchase and Sale Terms and Conditions ("Agreement"), as of March 30, 2021 (the "Effective Date").

1. Opt-Out Enrollment: Enrollment is automatic for those who are eligible, but participation is voluntary. **IF YOU DO NOT WISH TO PARTICIPATE, YOU MUST OPT-OUT BY (1) DETACHING AND RETURNING THE OPT OUT CARD ATTACHED TO THE ENROLLMENT NOTICE POSTMARKED NO LATER THAN March 29, 2021, (2) BY CALLING 833-930-3164 BY March 29, 2021 OR (3) BY OPTING-OUT ON SELLER'S WEBSITE AT www.constellation.com/oh-navarre.** If you choose to opt-out, you will be served by the standard service offer of Ohio Edison (the "Utility") or until you choose an alternative supplier of electric service.

2. Eligibility: To be eligible for opt-out aggregation, Buyer and the Accounts to be served (i) must be located within the Municipality's jurisdictional boundaries, (ii) must be served by the Utility, (iii) may not be under contract with another competitive supplier, (iv) may not be on the Public Utilities Commission of Ohio ("PUCO") "do not aggregate" list, (v) must be in good standing with the Utility (including payment history), and (vi) may not be under a Utility special arrangement or percentage of income payment plan (PIPP).

3. Term and Renewal: 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. Successful enrollment by the Utility is dependent upon (i) the eligibility of the Accounts, as set forth above and as determined by the Utility, to take from a retail electric supplier and (ii) the accuracy and completeness of any information submitted by Buyer and the Municipality. Service will commence on meter read dates in May 2021, subject to enrollment by the Utility, and shall remain in effect through the May 2025 meter read ("Initial Term"), unless terminated pursuant to the terms of this Agreement. In the event ineligibility is not ascertained until after service commences, Seller shall provide notice of the same to Buyer and return Buyer to the Utility. Buyer shall have the opportunity to opt-out of the Aggregation at least every three years without penalty.

4. Rescission Period: The Utility will send Buyer a letter confirming transfer of service upon processing of Buyer's enrollment and Buyer will have 7 days from the postmark date of that letter to cancel its enrollment, without penalty, ("Rescission Period") by calling the Utility on the toll-free number provided in the letter or by providing written notice to the Utility.

5. Price: For each billing cycle of Initial Term, Buyer shall pay a Fixed Rate of \$0.04998 per kWh, multiplied by the billing cycle usage for the Accounts. The Parties acknowledge that the Municipality hired a third party intermediary ("Broker") for this transaction and a per kWh Broker fee has been included in the Fixed Rate. Buyer will also incur delivery and other additional service charges from the Utility. Switching fees may apply when service is established with Seller, but Buyer will not be charged separately by Seller for a switching fee.

6. Billing and Payment: Buyer will be invoiced by the Utility for both Seller's charges and the Utility's delivery charges. Such billing and payment (including fees associated with late payments) shall be subject to the applicable Utility rules regarding billing and payment procedures. Seller may cause the Utility to correct previous invoices in the event of invoicing errors. Seller's charges or credits not invoiced through the Utility shall be invoiced or credited, respectively, directly by Seller. Any such charges shall be due within 21 days following the invoice date and payments not received by the due date will be deemed past due and shall accrue interest on the unpaid balance from the due date until payment is received at a rate of 1.5% per month of the unpaid balance, provided that such percentage does not exceed the maximum amount allowable by law. Seller offers budget billing for generation charges (except in Duke territory) and Buyer should contact Seller at the phone number identified in Section 10 to elect budget billing. Seller does not offer budget billing for generation charges in Duke territory, but Buyer may contact the Utility for information on whether the Utility offers budget billing for Seller's charges.

7. Taxes: Any tax levied against Seller by any governmental entity, exclusive of Seller's income tax or taxes levied on Seller's real or personal property, that must be paid by Seller shall be passed through to and borne and reimbursed by Buyer. Buyer must provide Seller with any applicable exemption certificates. Buyer shall pay any such taxes unless Seller is required by law to collect and remit such taxes, in which case Buyer shall reimburse Seller for all amounts so paid.

8. Limitations: ALL ELECTRICITY SOLD HEREUNDER IS PROVIDED "AS IS", AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN AGREEMENT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES AND, FURTHER, IN NO CASE SHALL SELLER'S LIABILITY EXCEED THE AMOUNT OF BUYER'S SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS.

9. Environmental Disclosure: Seller's environmental disclosure label, which will be updated from time to time, is available on Seller's website.

<p>10. Termination; Remedies: Seller may terminate Buyer's service under this Agreement for non-payment with at least 14 days written notice. Failure to pay Utility invoices may result in Buyer being disconnected in accordance with the Utility tariff. Buyer may terminate at any time without an early termination fees, including if Buyer moves outside of Seller's service area or into an area where the Seller charges a different price. If Buyer switches back to the Utility, Buyer may not be served under the same rates, terms, and conditions that apply to other customers served by the Utility. The Choice program is under the ongoing jurisdiction of the PUCO. If Buyer returns to utility supply after the beginning of the aggregation program, Buyer will pay the utility's market price of power plus its costs for alternative energy resources, unless Buyer is exempt from those costs or Buyer moves and the utility considers Buyer to be a new customer.</p>
<p>11. Force Majeure: Except for Buyer's obligation to pay Seller timely, neither Party shall be liable to the other for failure to perform an obligation if the non-performing Party was prevented from performing due to an event beyond the reasonable control, that could not be remedied by the exercise of due diligence and that was not reasonably foreseeable, including without limitation, acts of God, a condition resulting in the curtailment of electricity supply or interruption or curtailment of transmission on the electric transmission and/or distribution system, interruption of Utility service, terrorist acts or wars, and force majeure events of the Utility or RTO/ISO.</p>
<p>12. Questions, Complaints and Concerns: Buyer may contact Seller 24 hours per day, 7 days per week at 833-930-3164. Seller's mailing address is 1716 Lawrence Drive, DePere, WI 54115, and its website is www.constellation.com. Seller will attempt to resolve all customer complaints in a timely manner and will respond to all complaints within 3 business days of receipt. If Buyer's complaint is not resolved after Buyer has called Seller and/or the Utility, or for general utility information, residential and business customers may contact the PUCO for assistance at 1-800-686-7826 (toll-free) from 8a.m. to 5p.m. weekdays, or at www.PUCO.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at www.pickocc.org.</p>
<p>13. Miscellaneous: Buyer hereby authorizes the Utility to release data to Seller regarding Buyer's historical or current billing and usage data. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and any applicable Utility tariffs. Buyer appoints Seller as its agent for the purposes of effectuating delivery, including for receipt of billing and usage data from the Utility. Title, possession, control of the electricity, and risk of loss will pass from Seller to Buyer at the interconnect between the applicable ISO's transmission system and the Utility's distribution system. Subject to regulatory approvals and notice from Seller, Seller may assign this Agreement without Buyer's consent. Buyer may assign this Agreement only with Seller's prior written consent. This Agreement constitutes the entire agreement between the Parties, superseding all verbal and written understandings. The Parties acknowledge and agree that (a) this Agreement constitutes a "forward contract" and/or "forward agreement" within the meaning of title 11 of the United States Code (the "Bankruptcy Code"), (b) each Party is a "forward contract merchant" within the meaning of the Bankruptcy Code, (c) for purposes of this Agreement, each Party is not a "utility" within the meaning of Section 366 of the Bankruptcy Code, and (d) each Party agrees to waive and not to assert the applicability of Section 366 of the Bankruptcy Code in any bankruptcy proceeding wherein such Party is a debtor, and (e) each Party further agrees to waive the right to assert that the other Party is a provider of last resort. This Agreement shall only be amended in a writing signed by both Parties or pursuant to Section 4 hereof. By agreeing to the terms and conditions herein, Buyer warrants the he or she is authorized to enter into this Agreement on behalf of the Party and Accounts for which it was made. Buyer should contact the Utility in the event of an electricity emergency. Seller is prohibited from disclosing Buyer's social security number and/or account number(s) without Buyer's affirmative written consent, except for the purpose of (i) Seller's collections and credit reporting, (ii) participation in programs funded by the universal service fund, (iii) pursuant to section 4928.54 of the Ohio Revised Code, or (iv) assigning this Agreement to another certified retail electric provider. Buyer may request from Seller, twice within a 12-month period, up to 24 months of Buyer's payment history without charge.</p>
<p>14. Disputes: For questions about this Agreement you may call Constellation using the contact information provided in the Disclosure Statement. Constellation will refer all issues to a representative who in good faith will use reasonable efforts to reach a mutually satisfactory solution. If your complaint is not resolved after you have called Constellation, or for general utility information, as a residential or business customer you may contact the public utilities commission of Ohio ("PUCO") using the contact information provided in the Disclosure Statement. BOTH YOU AND CONSTELLATION AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS CONTRACT. Nothing in this Agreement shall impair your right to make an informal or a formal complaint to the PUCO.</p>



Electric Aggregation Opt-Out Frequently Asked Questions

Q: What is aggregation?

A: Under governmental aggregation, local officials bring the community together for group purchasing power. The community benefits by receiving competitively-priced electric from a retail supplier certified by the Public Utilities Commission of Ohio.

Q: How is my community able to choose a certified electric supplier on my behalf?

A: Residents voted to allow the community to negotiate a contract with an electric supplier on their behalf.

Q: How do I enroll?

A: Eligible residential or small business customers will be automatically enrolled.

Q: Who is eligible for the aggregation program?

A: Most residential and small business customers residing within the community receiving electricity from the local utility are eligible (local utilities include: AEP Ohio, Duke Energy Ohio, First Energy, and DP&L).

Q: Who is not eligible?

A: Residential and business customers who are not eligible for automatic enrollment in the program include:

- A customer that is not located within community boundaries
- A customer who appears on the PUCO's "do not aggregate" list
- A customer who is in contract with another electric provider
- A customer who has a special contract with the electric utility company
- Customers who are behind on their payments to the utility
- A mercantile customer that has not provided consent to join the program. "Mercantile customer" means a commercial or industrial customer if the electricity consumed is for nonresidential use and the customer consumes more than 700,000 kWh/ year or is part of a national account involving multiple facilities in one or more states.

Q: Are the rates fixed or variable?

A: The rates are fixed. Please see the Terms and Conditions for details.

Q: When will I see my new rate?

A: Customers can expect to see the new rate one to two billing cycles following your enrollment in the program. Please note: supply rates do not include taxes, delivery service charges or other utility fees.

Q: Who will bill me for electricity?

A: You will continue to receive one monthly bill from your local utility company.

Q: Can I still have my payment automatically deducted from my checking account as I do now? **A:** Yes. How you pay your electric bill will not change.

Q: Who do I call to report a power outage or problems with my electric service?

A: You will contact your local utility company to report a power outage or problems with your electric service, including billing questions.

Q: What if I have already selected another supplier?

A: Based on the records provided by the utility, we assumed you are not with another supplier. However, if you recently signed up with a new supplier, carefully review the terms and conditions of that agreement before proceeding as your ability to terminate early with that supplier may be restricted.

Q: Is there an early termination fee for leaving the program outside of the 21 day opt-out period?

A: No, there is no early termination fee.

Q: Who do I contact if I have additional questions about this offer?

A: If you have additional questions about the program, please contact Constellation.

© 2020 Constellation NewEnergy, Inc. These materials are provided by Constellation NewEnergy, Inc., an affiliate subsidiary of Constellation. The offers of Constellation are not regulated by any state Public Utility Commission. You do not have to buy Constellation electricity, natural gas or any other product, to receive the same quality regulated service from your local utility. Brand names and product names are trademarks or service marks of their respective holders. All rights reserved. Errors and omissions excepted. Ohio Certified Retail Electricity Supplier #: 00-003110.

Exhibit A-5

EXPERIENCE

Applicant's Experience and Plan for Providing Aggregation Services:

The Applicant, The Village of Navarre, has contracted with Constellation NewEnergy, Inc., an Exelon Company, (Constellation) to provide administrative and retail generation supply services for the Village's Aggregation Group, which is comprised of all eligible Ohio Edison (OE) customers located within the Village.

More than 100,000 business and public sector customers, including two-thirds of the Fortune 100, have selected Constellation to help strategically manage energy. Constellation provides nearly 1 million residential customers with electricity and natural gas plans that can provide price protection, savings and environmental opportunities. In addition to a highly competitive price product offering, Constellation is uniquely positioned to provide full-service energy solutions in the form of ancillary products such as energy risk management, load response and energy efficiency programs designed to meet the specific needs of the governmental aggregation communities that they serve.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

6/22/2021 5:12:24 PM

in

Case No(s). 03-1504-EL-GAG

Summary: Application Renewal for certification as a governmental aggregator electronically filed by Mrs. Lorraine M Rader on behalf of Village of Navarre