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May 22, 2023

Docketing Division  
Public Utilities Commission of Ohio  
180 East Broad St.  
Columbus, Ohio 43215-3793

**Case No. 19-0128-GA-GAG**

**RE: Opt out Letter(s) — Clay Township, Montgomery County, OH.**

Clay Township is pleased to submit its final copy of Opt-out letter(s) to be sent to all eligible customers on May 31<sup>st</sup>, 2023 with the response deadline on June 15<sup>th</sup>, 2023.

Material provided for review:

- Residential and Business Opt-out letter

Should you have any questions or additional needs, please call me at (877)861-2772.

Sincerely,

Scott R. Belcastro  
Principal  
614.425.4885  
scott@electricsuppliers.org

Enclosure



Clay Township, Montgomery County  
Natural Gas Aggregation

Do Not Discard: Important Natural Gas Aggregation Information Enclosed

May 31, 2023

«Customer\_Name»  
«Mailing\_Address»  
«Mailing\_City», «Mailing\_State» «Mailing\_Zip»

Dear Customer,

Clay Township has selected Archer Energy as its retail supplier for its natural gas aggregation program. Township officials entered into an agreement with Archer Energy to provide a fixed rate program for the residents of Clay Township. The fixed rate will be \$0.5699 per Ccf from July 2023 through June 2025. This rate will protect residents from the unprecedented volatility in the energy markets. There is nothing that you need to do to take advantage of this program. CenterPoint Energy of Ohio is still your utility and will continue to bill and service your account. You will continue to be eligible for the same programs you are eligible for now through CenterPoint Energy of Ohio and they will continue to deliver gas safely and reliably to your home or business.

#### Automatic Enrollment Process

As a current participant in Clay Township aggregation, you are automatically enrolled unless you decide to opt-out via one of the methods below. To learn more about the program please see the enclosed General Terms and Conditions.

#### If you choose to Opt-Out

You don't need to do anything to get this exclusive rate. However, if you decide not to participate in the program, we must receive your opt-out response through one of the methods below by June 15, 2023:

- **Mail:** Return the form below to Archer at 9777 Fairway Dr Powell, OH 43065:
- **Call:** Archer at 844-795-7491

We look forward to serving your natural gas needs.

Sincerely,

Clay Township & Archer Energy

#### CLAY TOWNSHIP NATURAL GAS AGGREGATION OPT-OUT FORM

☐ I do not want to participate in the Clay Township Natural Gas Aggregation Program and wish to be served under the CenterPoint Energy SCO

Customer Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

Service Address: \_\_\_\_\_

Signature & Date: \_\_\_\_\_

Mail to:  
Clay Township Opt-out  
9777 Fairway Dr  
Powell, OH 43065

## **Municipal Aggregation Commonly Asked Questions**

What is Municipal Aggregation?

Municipal Aggregations are when a group of customers or entire communities join together to combine their purchasing power. The process of aggregation can generate products for communities that are more favorable than an individual customer could achieve.

Who is Archer Energy?

Archer Energy is a leading retail supplier of electricity and natural gas and is licensed by the Public Utilities Commission of Ohio and approved by the utility.

What is the aggregation program rate?

The aggregation rate and term can be found on the offering as well as the attached terms and conditions.

Will I receive a separate bill from Archer?

No, the utility will continue to bill you for its services as well as Archer's service. You will pay the utility and the utility will remit our portion to us.

How do I enroll?

Eligible residential or business customers will be automatically enrolled in the program subject to certain restrictions.

What does it mean to opt out of the program?

Opting out means that you do not want to participate in the program established by your community leaders. If you opt out you will not be enrolled in this program.

Who is eligible to participate?

Most businesses and residential customers located in the municipality are eligible.

Who would not be automatically eligible to participate?

Customers enrolled in the Percentage of Income Payment Program (PIPP), a customer who is under contract with another supplier or a mercantile customer are not automatically eligible to participate. If you would like to join the program, please contact our office to discuss.

Are there any additional fees for participating in the program?

No. There are no switching fees imposed by the utilities to participate in the program.

When will I see my new rate?

You can expect to see the new rate one to two billing cycles following your enrollment in the program.

Will my payments still be automatically deducted from my checking account as I do now?

Yes, how you pay the utility bill will not change.

Who do I call if I have a problem with my natural gas service and who will deliver my natural gas?

Your local utility will continue to be responsible for servicing your account and responding to any disruptions in service.

I already have a deregulated supplier; can I still join the aggregation?

The information provided by the utility indicated that you did not have a supplier. However, in some instances, there may be a delay in switching notices provided by the utility to suppliers. As such, you should check with your current supplier on your ability to terminate the agreement without incurring damages. You can always join the program at a later date, under the same terms and conditions.

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

No, there is no early termination fee for leaving the program at any point in time.

I am currently on budget billing, will that continue?

Yes, the utility will continue to provide you with a budget bill.

How do I contact Archer if I have any additional questions?

If you have additional questions about the program, please contact us toll free at 844-795-7491 from 9:00 am to 5:00 pm Monday through Friday.



**Service Agreement:** The terms of the opt-out governmental aggregation program (the "Program") shall be pursuant to this Natural Gas Supply Agreement (hereinafter the "Agreement") entered into by Archer Energy, LLC (hereinafter "Archer") and the natural gas account holder of record (hereinafter "Client") and shall be effective beginning with the successful enrollment of Client's natural gas account with the Local Distribution Company ("LDC"), and continue through the June 2025 meter read and billing cycle. Client shall remain responsible for all fees incurred related to the consumption of natural gas during the term of this Agreement or any renewal term(s) regardless of when invoiced and whether invoiced by the LDC or Archer directly. Upon successful enrollment LDC terms dictate it may take 30-60 days before you receive your first bill with Archer as your supplier.

**Price:** During the term of this Agreement Archer will supply Client with natural gas supply at a fixed rate of \$0.5699 per Ccf, plus applicable taxes and exclusive of any applicable LDC charges, third party fees, and applicable taxes.

**Eligibility:** Residential and small commercial accounts with annual consumption of 5,000 Ccf or less that are not enrolled in Percentage of Income Plan Program are eligible. Participation in the Program is subject to the rules and regulations of the LDC and the Public Utilities Commission of Ohio ("PUCO"). Clients are sometimes terminated from the Program by error or by being in arrears; Client may contact the LDC to resolve the problem and be reinstated to the Program. Should Client fall into arrears during the term of this Agreement and subsequently become current, Archer may re-enroll Client for the remaining term of this Agreement. This Agreement is subject to Client acceptance into the program by both Archer and your LDC and this Agreement is not binding until such acceptance has been granted.

**Renewal:** If the Program continues beyond the initial Term of service, Archer will send you a notice of renewal including, but not limited to, notice of the new Program, notice of your right to opt-out and how to opt out, and a new supply Agreement, reflecting any other changes to the Program for any renewal period.

**Opt-Out, Rescission, & Cancellation:** Client may decline this Agreement by opting-out the community aggregation. In order for Client to successfully opt-out, Archer must receive a valid opt-out notice during the opt-out period which shall be defined as twenty-one (21) days from the postmark date of the opt-out letter provided to Client. After the opt-out period expires, Client shall be enrolled with the LDC pursuant to the terms of this Agreement. After enrollment with the LDC, Client shall have a seven (7) day period whereby Client may Rescind the enrollment declining this Agreement by contacting the LDC within the rescission period. After the rescission period lapses, Client and Archer each shall have the right to terminate this Agreement at any time upon approximately 30 days advance notice which may be done so by either party without penalty or recourse except for any amounts for gas supply provided by Archer hereunder shall remain due in full regardless of when billed to Client. Upon Rescission or Cancellation, Client shall bear the responsibility of arranging Gas Supply with an alternative third-party supplier or shall be returned to LDC supply offering(s). Client may incur switching fee(s) and may not be eligible for the same rate(s) as prior to enrollment with Archer. Client shall indemnify Archer for any Cancellation processing delays, additional supply charges incurred, switching fees, or lost opportunity cost related to arranging Gas Supply following Cancellation. This Agreement will automatically terminate if Client relocates outside of the Community, or their service is terminated by the LDC.

**Billing & Payment:** Client shall continue to be billed by the LDC pursuant to their preferred billing method; LDC bills will contain charges for Gas Supply and applicable taxes from Archer pursuant to this Agreement, as well as all applicable LDC charges and taxes. Client's first bill with Archer via the Program should be approximately 30-60 days following successful enrollment with the LDC. Client agrees to make timely payments to LDC for the full amount due pursuant to the payment terms and conditions offered by LDC. Failure to make timely payments may result in the removal of Client's service locations from Archer's supply pool resulting in Cancellation and/or LDC disconnection of service. Archer reserves the right to bill Client directly for any applicable charges owed pursuant to this Agreement or in the event LDC billing is not available. If Archer bills Client directly, such amounts will be due in full by the date indicated on the invoice to Client and Client shall make all efforts to make payment directly to Archer in a timely manner.

**Amendment & Assignment:** This Agreement constitutes the entire understanding of Archer and Client with respect to the subject matter hereof and supersedes, replaces, and cancels any and all similar Agreements or verbal communications between the parties hereto. No modification or amendment of this Agreement shall be binding on the parties unless in writing. Archer reserves the right to amend this Agreement pursuant to any Regulatory Event as defined below. This Agreement is only assignable by Archer which may be done so without Client consent or notification and is only subject to applicable regulatory approvals.

**Regulatory:** Third party natural gas supply is subject to change by the LDC and/or regulatory bodies that govern the jurisdiction of the service locations served under by this Agreement. If there is a change in law, administrative regulation, rule, structure, order, judicial decision, statute, or a change in an interpretation or application of any of the foregoing (collectively, a "Regulatory Event") and such Regulatory Event causes Archer to directly or indirectly incur any capital, operating, commodity or other costs (including, but not limited to increased taxes) relating to the provision of services contemplated herein in excess to those existing prior to the date of the Regulatory Event, then Archer shall be permitted to pass through the economic effects of such Event pro rata to Client.

**Force Majeure:** Force Majeure shall be defined as causes beyond the reasonable control of Archer, Client, and/or LDC that prevents Archer from performing under this Agreement. Such events include but are not limited to: acts of god, fire, flood, war, terrorism, sabotage, the declaration of an emergency by a governmental entity or LDC, interruption of natural gas distribution & supply, or any action taken by a third party that would impede Archer's ability to serve Client under this Agreement. In the event of a Force Majeure situation, Archer shall be relieved from any performance obligations until the situation is resolved.

**Limitation of Liability:** Archer shall not assume liability or responsibility for any special, indirect, consequential or punitive damages related to the failure of the LDC or any other party to perform its duties. This includes but is not limited to interruptions of service, service outages, termination of service, failure to provide service, or damages arising as a result of negligence. Archer provides no warranty of merchantability or fitness for a particular purpose or use. Client acknowledges and agrees that no warranty, duty or remedy, whether expressed, implied or statutory, is given or intended to arise out of this Agreement. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

**Miscellaneous:** This Agreement shall continue after Cancellation or expiration as necessary for billing and payments related to the terms of this Agreement, limitations of liability as defined below and all other relevant terms. Archer shall have the right to set-off and net any amounts owed to Customer against any amounts owed to it by Customer under this Agreement or any other agreement. This Agreement is a "forward contract" and Archer is a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. If tax exempt, it shall be the responsibility of Client to provide Archer a copy of a valid exemption certificate from the applicable taxing authority.

**Resolution:** In the event of an emergency or if you smell gas, immediately contact the LDC at the number provided on your bill. In the event of a billing concern or dispute, Client is encouraged to first contact Archer's Customer Care Center to discuss the matter toll free at (844) 795-7491 M-F 9am-5pm. Concerns can also be provided via email to [info@ArcherEnergy.com](mailto:info@ArcherEnergy.com) or in writing to 9777 Fairway Dr., Powell, OH 43065. If Archer is unable to resolve a concern, Client should contact the LDC at the number listed on their most recent bill or refer their concern to the Public Utilities Commission (PUCO) for assistance at (800) 686-7826 (toll free) or for TTY at (800) 686-1570 (toll free) from 8:00 a.m. to 5:00p.m. weekdays, or at [www.puco.ohio.gov](http://www.puco.ohio.gov). Residential customers may also contact the Ohio Consumers' Counsel for assistance with disputes and/or utility issues at (877) 742-5622 (toll free) from 8:00 a.m. to 5:00p.m. weekdays, or at [www.pickocc.org](http://www.pickocc.org). If a suit is filed, any legal action involving this Agreement shall be brought only in a court of the State of Ohio and Client agrees not pursue any claims arising under this Agreement on a class or other representative basis and will not seek to coordinate or consolidate any legal actions arising under this Agreement with any other proceeding.

**This foregoing document was electronically filed with the Public Utilities  
Commission of Ohio Docketing Information System on**

**5/22/2023 4:04:57 PM**

**in**

**Case No(s). 19-0128-GA-GAG**

Summary: Opt-Out Notice Opt-out letter for Clay Township- Montgomery County,  
Ohio natural gas aggregation program. electronically filed by Mr. Scott A. Raffeld on  
behalf of Trebel Energy LLC and Clay Township- Montgomery County .