



September 2, 2025



## DO NOT DISCARD; Important Natural Gas Aggregation Information Enclosed

«Name»

«Billing\_Address» «Billing\_Address\_2»

«Billing\_City», «Billing\_State» «Billing\_Zip»

**Dear Resident or Small Business,**

Welcome to your community's natural gas aggregation program. Members of your community voted in favor of government aggregation, a program authorizing local officials to purchase natural gas from a retail natural gas service provider certified by the Public Utilities Commission of Ohio. To further increase your buying power, your community joined with 17 other area communities in selecting **Archer Energy** to be the natural gas supplier for the **Miami Valley Communications Council (MVCC)** Natural Gas Aggregation Program. A fixed rate price of \$0.6625 cf was negotiated beginning in October 2025 (November 2025 billing) through May 2027.

Upon enrollment in the program, **you will continue to receive one consolidated invoice from CenterPoint Energy with your Archer gas supply charges included. No action is required on your behalf to participate in the program.**

### Natural Gas Aggregation Benefits

The MVCC Natural Gas Aggregation Program provides benefits to participants such as:

- ❖ A ceiling for participants' natural gas supply pricing.
- ❖ Budget stability with a known rate that will not spike during peak gas consumption periods.
- ❖ Competitive pricing with a reasonable chance to be below CenterPoint Energy's default-service pricing.
- ❖ Flexible contract terms should a participant move out of the area or wish to join the program mid-term.
- ❖ Protection against consumers entering into risky supply agreements via door-to-door solicitations or random mailers.
- ❖ Participants can terminate at no charge if they find an alternative supplier option they prefer.
- ❖ No cost to enroll and no switching fee.

### 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 **September 23, 2025**:

- **Mail:** Detach and return the completed form below to Archer Energy at 9777 Fairway Dr. Powell, OH 43065
- **Website:** [www.archerenergy.com/mvcc](http://www.archerenergy.com/mvcc)
- **Call:** Archer Energy toll-free at 844-795-7491 Monday through Friday from 9am to 5pm

### **MVCC NATURAL GAS AGGREGATION OPT-OUT FORM**

☐ I do not wish to participate in the MVCC Natural Gas Aggregation Program and wish to be served under the CenterPoint Energy Standard Choice Offering.

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

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

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

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

Mail to:  
MVCC 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 CenterPoint Energy ("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 and you will continue to be served by the utility under the SCO or until you choose an alternative supplier.

### **Who is eligible to participate?**

Most business and residential customers located inside the community's boundary lines that are not shopping for their own natural gas supplies 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. Please note; supply rates do not include sales taxes, delivery charges or other utility fees.

### **If my payments are automatically deducted from my checking, will that continue?**

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 later, under the same terms and conditions.

### **Is there an early termination fee for leaving the program after the 21 day opt-out period?**

No, there is no early termination fee for leaving the program at any point in time. However, upon returning to the utility you might not be served under the same rates, terms or conditions that apply to other customers served by the utility.

### **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.

**Terms & Conditions:** The terms of the opt-out governmental aggregation program (the “Program”) shall be pursuant to these Terms & Conditions, (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”) estimated to commence with your Next available meter read, and continue through the May 2027 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 provide Client with natural gas supply at a fixed rate of \$0.7195 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, Recission, & Cancellation:** A Client may decline this Agreement by opting-out the community aggregation. For the Client to successfully opt-out, Archer must receive a valid opt-out notice via phone or US Mail 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, the 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 recission period. After the recission period lapses, Client each shall have the right to Cancel 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 Recission 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 additional gas 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:** A Client’s first bill with Archer via the Program should be approximately 30-60 days following successful enrollment with the LDC. Archer shall not impose any credit or deposit requirements, however, LDC terms of service for Client may require such. 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 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.

**Contact Information:** 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).

**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 Event:** 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.

**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. 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. 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.

**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.

**Emergencies:** In the event of an emergency or if you smell gas, immediately contact the LDC at the number provided on your bill.