Sariah Brinker

From: Sent: To: Subject:	Cindi Mack <contactthepuco@puc.state.oh.us> Thursday, March 14, 2019 2:32 PM Indra Energy Compliance PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258614 [ref:_00Dt0GzXt 500t0Fn6Br:ref]</contactthepuco@puc.state.oh.us>
Follow Up Flag:	Follow up
Flag Status:	Flagged



Initial Submission of a Consumer Complaint Marketer of Natural Gas Please Respond Within 3 Business Days

CASE ID: 00258614	
COMPANY:	
CUSTOMER:	
ADDRESS:	Conneaut, Ohio 44030
SERVICE ADDRESS:	Conneaut, Ohio 44030
AIQ: Palmco Energy OH LLC	
SERVICE ACCOUNT NUMBE	R:
NIQ:	

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v)

DESCRIPTION OF ISSUE:

Good afternoon,

Ms. states that the company charged her \$17.36 per Mcf and her initial rate was \$2.79. She was notified by way of email that the company will be reimbursing her \$443.44 due to overcharging.

When and how was her account acquired? Did did initially enroll in a fixed rate plan? If so, when and how did the company notify her that her fixed rate was due to expire? Please forward a copy for review. Please forward a copy of the terms and conditions for review. If there is any other relevant information that I should know, it would be greatly appreciated. Thank you!

Sincerely,

Cindi Mack

Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Lead Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

ref: 00Dt0GzXt. 500t0Fn6Br:ref

Sariah Brinker

From:	PUCO Consumer Call Center <contactthepuco@puc.state.oh.us></contactthepuco@puc.state.oh.us>
Sent:	Tuesday, March 26, 2019 11:10 AM
To: Subject:	William Schaaf RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258614 [ref:_00Dt0GzXt 500t0Fn6Br:ref]

Good morning!

After reviewing the TPV for the enrollment of both the gas and electric accounts, I find that the TPV is not in compliance with the following gas rules.

O.A.C.4901:1-29-06(E)(1)(g) The TPV must advise the customer that within one business day, Palmco will be sending a written contract that details the terms and conditions.

The TPV stated that Palmco would within one business day send the terms and conditions of the contract. The TPV advised the customer that he could cancel "them" within seven business days of the postmark of that notice, without penalty. The TPV proceeded to provide the contact phone numbers of both utility companies.

O.A.C.4901:1-29-06(E)(1)(h)(i),(ii) The TPV must advise the customer that their incumbent natural gas company will be sending a confirmation notice of the transfer of service and the customer has seven business days from the confirmation notice postmakr date to rescind the enrollment.

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Additionally, I found the sales call to be deceptive and misleading when your sales agent was discussing the offer for the customer's gas rate. Your sales agent quickly advised the customer that Palmco's rate was cheaper than the rate that his wife just enrolled in with another supplier. Based on O.A.C. 4901:1-29-05(A)(2)(a) the sales agent must provide a clear understandable explanation of the factors that will cause the price to vary and how often the price can change. This was not discussed with the customer.

Based on my above findings, you will need to re-rate the customer for the months that both accounts billed on the MVR. Please provide a spreadsheet with your calculation showing the customer's consumption for each billing period, the MVR, the utility's rate and the total difference.

Regards, Cindi ------Original Message ------From: William Schaaf [wschaaf@indraenergy.com] Sent: 3/21/2019 7:58 AM To: contactthepuco@puco.ohio.gov Cc: compliance@indraenergy.com Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258614 [ref:_00Dt0GzXt._500t0Fn6Br:ref]

Hello Cindi,

Following up - We were able to locate the sales call audio, which I've attached here.

William Schaaf - Asst. Compliance Officer



1515 Market Street, Suite 1200

Philadelphia, PA 19102

P: 888.504.6372

F: 718.851.2427 www.IndraEnergy.com

From: William Schaaf Sent: Wednesday, March 20, 2019 12:47 PM To: Cindi Mack <contactthepuco@puc.state.oh.us> Cc: Indra Energy Compliance <Compliance@indraenergy.com> Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258614 [ref:_00Dt0GzXt._500t0Fn6Br:ref]

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Regarding Case # 00258614,

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Gas Plan: Variable. This included a three-month introductory rate of \$2.79 per Mcf, after which the rate would vary month-to-month. No ETFs.

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On 11/10/17, Mr. Contacted our Customer Service line and requested to cancel his electric account. A drop transaction was processed, and the customer's electric account stopped receiving our supply on 12/28/17. The customer did not request to cancel his gas account at this time.

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Let us know if we can be of any further assistance. Thank you.

William Schaaf - Asst. Compliance Officer



1515 Market Street, Suite 1200

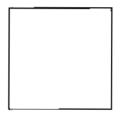
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Initial Submission of a Consumer Complaint

Marketer of Natural Gas

Please Respond Within 3 Business Days

CASE ID: 00258614

COMPANY:

CUSTOMER:

ADDRESS:

Conneaut, Ohio 44030

SERVICE ADDRESS: Conneaut, Ohio 44030

AIQ: Palmco Energy OH LLC

SERVICE ACCOUNT NUMBER:

NIQ:

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Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Lead Investigator

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Sariah Brinker

From:	William Schaaf	
Sent:	Tuesday, April 02, 2019 10:00 AM	
To:	PUCO Consumer Call Center	
Cc:	Indra Energy Compliance	
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258614 [ref:_00Dt0G 500t0Fn6Br:ref]	zXt
Attachments:	Gas Rerate.xlsx	

Hello Cindi,

In line with your request below, we are issuing a full rerate for the customer's gas account, which amounts to a total credit of \$804.74 for the billing period of 12/1/17 thru 3/5/19. We've attached a spreadsheet with our rerate calculations. An adjustment of \$443.44 for billing period 1/14/19 – 3/5/19 was already sent to the customer's gas utility to be applied to the account. The difference of \$361.30 will also be sent to the customer's utility to be applied to the account.

William Schaaf - Asst. Compliance Officer



1515 Market Street, Suite 1200 Philadelphia, PA 19102 P: 888.504.6372 F: 718.851.2427

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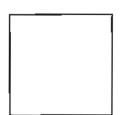
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Marketer of Natural Gas

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ADDRESS:	Conneaut, Ohio 44030
SERVICE ADDRESS:	Conneaut, Ohio 44030
AIQ: Palmco Energy OH LLC	

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DESCRIPTION OF ISSUE:

Good afternoon,

Ms. Bryan states that the company charged her \$17.36 per Mcf and her initial rate was \$2.79. She was notified by way of email that the company will be reimbursing her \$443.44 due to overcharging.

When and how was her account acquired?

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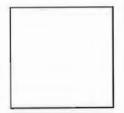
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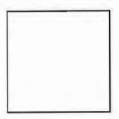
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							TOTAL CREDIT AMOUNT
BILLING CYCLE	USAGE	RATE CHARGED	NEW RATE	TAX RATE	CREDIT PER UNIT	TAX AMOUNT	PER BILLING CYCLE
2/4/19-3/5/19	209	\$1.73641	\$0.29250	0.06500	\$1.44391	\$19.62	\$321.39
1/4/19-2/4/19	231	\$0.79810	\$0.30200	0.06500	\$0.49610	\$7.45	\$122.05
12/3/18-1/4/19	179	\$0.83201	\$0.37120	0.06750	\$0.46081	\$5.57	\$88.05
10/31/18-12/3/18	170	\$0.92982	\$0.47850	0.06750	\$0.45132	\$5.18	\$81.90
10/2/18-10/31/18	66	\$0.93000	\$0.30910	0.06750	\$0.62090	\$2.77	\$43.75
8/31/18-10/2/18	20	\$1.16000	\$0.30910	0.06750	\$0.85090	\$1.15	\$18.17
8/2/18-8/31/18	16	\$0.63000	\$0.28920	0.06750	\$0.34080	\$0.37	\$5.82
7/3/18-8/2/18	16	\$0.63000	\$0.28920	0.06750	\$0.34080	\$0.37	\$5.82
6/4/18-7/3/18	20	\$0.68000	\$0.30660	0.06750	\$0.37340	\$0.50	\$7.97
5/3/18-6/4/18	28	\$0.58000	\$0.29450	0.06750	\$0.28550	\$0.54	\$8.53
4/4/18-5/3/18	124	\$0.59000	\$0.27610	0.06750	\$0.31390	\$2.63	\$41.55
3/5/18-4/4/18	173	\$0.68000	\$0.27610	0.06750	\$0.40390	\$4.72	\$74.59
2/2/18-3/5/18	174	\$0.28000	\$0.26390	0.06750	\$0.01610	\$0.19	\$2.99
1/3/18-2/2/18	219	\$0.28000	\$0.36310	0.06750	-\$0.08310	-\$1.23	-\$19.43
12/1/17-1/3/18	238	\$0.28000	\$0.27380	0.06750	\$0.00620	\$0.10	\$1.58
							\$804.74 <-To

^{\$804.74 &}lt;- Total Credit Amount

Sariah Brinker

From:	William Schaaf					
Sent:	Wednesday, March 20, 2019 12:47 PM					
To:	Cindi Mack					
Cc:	Indra Energy Compliance					
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258614 [ref:_00Dt0GzXt 500t0Fn6Br:ref]					
Attachments:	Gas Confirmation Pack.pdf; Electric Confirmation Pack.pdf; Indra Postcard.pdf					

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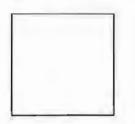
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Initial Submission of a Consumer Complaint Marketer of Natural Gas Please Respond Within 3 Business Days

CASE ID: 00258614 COMPANY: CUSTOMER: CUSTOMER: CONneaut, Ohio 44030 SERVICE ADDRESS: Conneaut, Ohio 44030 AIQ: Palmco Energy OH LLC SERVICE ACCOUNT NUMBER: NIQ:

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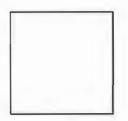
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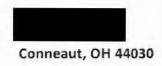
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PALMcoEnergy 8751 18th Avenue Brooklyn, NY 11214

w: PalmcoEnergy.com e: CustomerService@PalmcoEnergy.com toll free: 1 (877) 726 5862

10/30/2017



Thank you for choosing PALMco as your energy supplier!

This letter is confirming your selection of PALMco as your **natural gas** supplier and this package contains a copy of the *Terms and Conditions* of your service with PALMco.

We are currently processing your enrollment

Your enrollment will be sent to **Dominion East Ohio**. You will receive a confirmation notice from **Dominion East Ohio** confirming your selection of PALMco as your **natural gas** supplier. Your service will begin with your first meter read by your utility after your enrollment is accepted, and may take up to 1-2 billing cycles. If you decide to rescind your enrollment request, per Ohio state regulations, you must contact your utility to do so.

If, for any reason, we are unable to enroll your account we will be sure to contact you to resolve the issue.

Below is a summary of your service account with PALMco:

Your account will begin receiving supply from PALMco within 15 to 45 days from the date of this letter.

Utility Account Number: Rate Plan: Introductory Rate of \$2.79000 for the first three billing cycles, and a variable rate thereafter. Cancellation Fees: None Budget Billing: Please contact Dominion East Ohio.

Your feedback is important to us!

You may receive a phone call from us to obtain your feedback regarding your enrollment experience. If not, we'd love to get your feedback, so please call us at the number below.

Questions?

If you have any questions, please feel free to contact us at 877-726-5862 weekdays 8:00 am to 6:00 pm or email us at *CustomerService@palmcoenergy.com*.

Thank you again for choosing us as your energy supplier!

Sincerely,

PALMco Customer Service

PS. Learn how to refer friends for discounts! Visit palmcoenergy.com/rewards

PALINCO OHIO TERMS AND CONDITIONS

INTRODUCTION: This is an agreement, together with your Confirmation Letter, and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between PALMco Energy OH, LLC ("PALMco Energy" or "PALMco") and you for natural gas supply service and/or PALMco Power OH, LLC ("PALMco Power or "PALMco") and you for electric supply service at each of the account service addresses listed in your Confirmation Letter (or in an addendum). You agree to authorize a switch of your natural gas and/or electric supply service to PALMco and to purchase all the natural gas and/or electricity required to service each of the accounts listed in your Confirmation Letter (or listed in an addendum) at a price as described in this Agreement.

ACKNOWLEDGEMENT. You acknowledge as follows: (A) Any PALMco sales representative with whom you have spoken represents PALMco and is not from your utility or affiliated with your utility. (B) You are the named customer on each of the account(s) listed above (or in any addendum), or you are the spouse of the named customer on such account(s), or you are over 18 years old and authorized to make decisions concerning such account(s). (C) PALMco will not charge you a fee to switch to PALMco as your natural gas and/or electric supplier. (D) Your utility(ies) will continue to deliver your gas and/or electricity and send you your natural gas and/or electricity bills, which will contain both your utility's charges and PALMco's charges. (E) PALMco does not guarantee savings or promise rates lower than your utility(ies). (F) Your incumbent gas and/or electric utility may charge you switching fees. (G) There are no cancellation fees under this Agreement. (H) You are not currently approved for or enrolled in PIPP and/or any other such utility arrearage crediting program.

CONFIRMATION NOTICE, YOUR RIGHT OF RESCISSION. YOU WILL RECEIVE A WRITTEN CONFIRMATION NOTICE FROM YOUR GAS AND/OR ELECTRIC UTILITY(IES) OF THE TRANSFER OF YOUR GAS AND/OR ELECTRIC SUPPLY SERVICE TO PALMCO AND ADVISING YOU OF YOUR RIGHT TO RESCIND YOUR ENROLLMENT WITH PALMCO. FOR GAS SUPPLY SERVICE, YOU HAVE 7 BUSINESS DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR NATURAL GAS ENROLLMENT WITH PALMCO WITHOUT PENALTY BY CONTACTING YOUR GAS UTILITY (ORALLY OR IN WRITING). FOR ELECTRIC SUPPLY SERVICE, YOU HAVE 7 DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR ELECTRIC ENROLLMENT WITH PALMCO WITHOUT PENALTY BY CONTACTING YOUR ELECTRIC UTILITY (ORALLY, ELECTRONICALLY, OR IN WRITING).

LENGTH OF AGREEMENT AND TERMINATION. This Agreement will begin when your local utility switches your account to PALMco s. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If PALMco decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address(es). You may terminate this Agreement at any time by (a) calling PALMco at (877) 726-5862; (b) sending a letter to PALMco at 8751 18th Avenue, Brooklyn, NY 11214; or (c) emailing CustomerService@PalmcoEnergy.com. Upon PALMco at termination as provided in this Agreement, you will be returned to your utility's standard service or you may choose another supplier. In any case in which your natural gas and/or electric supply service with PALMco is terminated as provided in this Agreement, you will remain obligated to pay for the natural gas and/or electric supply service provided by PALMco prior to the effective date of the termination. The effective date of termination will be determined by your utility. Your natural gas and/or electric supply service from PALMco will terminate automatically without penalty to you if any of the following occurs: (a) your Service Address(es) is not served or no longer served by your utility; (b) you move outside your utility's service area or to an area not served by PALMco; or (c) PALMco returns you to your utility's applicable tariff service pursuant to the terms of this Agreement. You may also cancel your natural gas supply service with PALMco Energy without penalty if you relocate your Service Address(es) (a) outside of the service territory of your gas utility or (b) within the service territory of your gas utility if your gas utility does not permit you to transfer your PALMco Energy contract to your new Service Address(es). You also may cancel this Agreement with PALMco Power without penalty if you relocate your Service Address(es) to an area that PALMco Power does not serve or to an area where PALMco Power charges a different price for electric supply service. In the case of a Service Address relocation, the cancellation shall apply only to the Service Address(es) you move from, and not any other Service Address(es) covered by this Agreement. If you voluntarily return or switch back to your natural gas and/or electric utility after choosing PALMco, you may not be served under the same rates, terms, and conditions as those available to other customers served by your natural gas and/or electric utility.

PRICING.

Natural Gas and/or Electric Introductory Price: If you receive natural gas and/or electric supply service from PALMco, you will pay an Introductory Price as set forth in your Confirmation Letter for the time period set forth in your Confirmation Letter, and thereafter, your price for natural gas and/or electric supply service will automatically become for the length of this Agreement either a Variable or Fixed price as described herein and as stated in your Confirmation Letter.

Natural Gas and/or Electric Fixed Price (when applicable): You will pay a Fixed Price as set forth in your Confirmation Letter for the fixed term indicated in your Confirmation Letter. Before the end of your fixed term, PALMco will send you a notice with your contract renewal and pricing options. Your service will automatically continue under the specified renewal terms unless you contact PALMco to terminate as set forth herein and as stated in the Renewal Notice. If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees. Natural Gas Variable Price (when applicable): You will pay a Variable Price for natural gas supply service that may vary from month to month as determined by PALMco in its sole discretion, based on the applicable monthly NYMEX closing price for natural gas, applicable interstate transportation costs, any supply and agency functions that PALMco performs for you, and other prevailing market conditions, plus PALMco's costs, expenses and margins.

Electric Variable Price (when applicable): You will pay a Variable Price for electric supply service that may vary from month to month as determined by PALMco in its sole discretion based on a zonal locational marginal price ("LMP") determined on a day ahead or real time basis, any supply and agency functions that PALMco performs for you, line loss, compliance costs, certain transmission, capacity, ancillary, and administrative costs incurred by PALMco, and other prevailing market conditions, plus PALMco's costs, expenses and margins.

Natural Gas and/or Electric Supply Price Disclosures: There is no limit on how much the Variable Price of your natural gas and/or electric supply service may change from one billing cycle to the next and your Variable Price may be higher or lower than your utility's standard offer service rate in any given month. PALMco does not guarantee savings in any month or for the entire length of this Agreement. PALMco's current and historical prices are not an indicator of future prices.

Other Charges: You are also responsible for paying and reimbursing PALMco for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the natural gas and/or electric supply service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on PALMco and/or you by federal, state, and/or local authorities. If you are tax exempt, you must furnish PALMco an exemption certificate before service commences. This Agreement does not include utility transportation, delivery, or other charges that your gas or electric utility charges you for those services.

No Early Termination Fee. If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees.

FIXED TERM AUTOMATIC RENEWAL. At least forty-five (45) days before the expiration of your Fixed Term, PALMco will provide written notice to you of the Agreement's renewal ("Renewal Notice"). The Renewal Notice will set forth the proposed renewal option(s), including any applicable information required by the Commission. If you do not respond to the Renewal Notice or otherwise terminate this Agreement by notifying PALMco in accordance with the Termination section herein, then your Agreement will automatically renew at the rate then in effect in accordance with the terms set forth in the Renewal Notice. *PALMco can renew this Agreement without your affirmative consent even when there is a change in the rate or other terms and conditions.*

RESOURCE MIX AND ENVIRONMENTAL CHARACTERISTICS. The applicable generation resource mix and environmental characteristics of the electric supply sold by PALMco Power are available at www.palmcoenergy.com. This information is updated periodically following the requirements of the Public Utilities Commission of Ohio.

BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING. Natural Gas and/or Electric: You will be billed by your utility(ies) at intervals established by your utility(ies). You will pay PALMco's charges for natural gas and/or electric supply service based on meter readings and consumption information that PALMco receives from your utility ("Billing Quantity"). You will receive a single monthly bill from your utility that contains both PALMco's charges and your utility's charges. Your payment for natural gas and/or electric supply service is due on the date set forth on the bill. You shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by PALMco by the due date of the bill, at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You shall also be responsible for paying PALMco's reasonable attorneys' fees, costs, and expenses incurred by it in collecting any such payment from you. If you fail to pay your bill for natural gas and/or electric supply service or you fail to satisfy any agreed upon payment arrangement you may have, your utility may disconnect your service in accordance with the provisions of its tariff. If your utility disconnects your service, this Agreement may be automatically terminated. In addition, if your payment for natural gas and/or electric supply service is not received from you on a timely basis or does not meet any agreed-upon payment plan, PALMco may, after 14 calendar days' written notice to you, terminate this Agreement and its natural gas and/or electric supply service to you. You have the right to request from PALMco, without charge, up to 24 months of your payment history covering services rendered by PALMco, without charge, twice within any 12-month period. Budget Billing is available for both the delivery and natural gas and/or electric supply service portions of your bill. If you are interested in Budget Billing, you should contact your utility and request to be placed on a Budget Billing plan. If your electric utility is Duke Energy Ohio, to request Budget Billing for the electric supply service portion of your electric bill, you should contact PALMco and request to be placed on a Budget Billing plan.

CUSTOMER INFORMATION RELEASE. You authorize PALMco to begin your enrollment, initiate service to the accounts listed in your Confirmation Letter (or in any addendum) and to obtain historical billing data and other information about you ("Customer Information") from your gas and/or electric utility(ies), so that PALMco can start and continue its service to you. PALMco reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers to be unsatisfactory. **PALMco Energy** will not release your social security number, account number(s), or any other Customer Information without your express written or electronic consent, except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code, or if it sells or assigns this Agreement to another third party supplier. **PALMco Power** will not release your social security number and/or account number(s) without your written or electronic consent, except for PALMco Power's own collections and/or credit reporting, participation in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or if it sells or assigns this Agreement to another third party supplier.

DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR

SERVICE. Contact PALMco at 1-877-726-5862 (toll free) between the hours of 8 a.m. and 5 p.m. EST or EDT, by U.S. mail at 8751 18th Avenue, Brooklyn, NY 11214, or by e-mail at CustomerService@PalmcoEnergy.com, if you have any questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted PALMco and/or your 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 8 a.m. to 5 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 8 a.m. to 5 p.m. weekdays, or at www.pickocc.org.

ELECTRONIC COMMUNICATION. Unless otherwise required by law, if you provide PALMco with your email address, you agree that PALMco may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying PALMco of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if transmitted to you at the email address provided to PALMco by you.

FORCE MAJEURE. Neither PALMco nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing under this Agreement.

LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, NEITHER YOU NOR PALMCO WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.

ARBITRATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY, IT MAY BE RESOLVED THROUGH ARBITRATION, INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO ANY ASPECT OF YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE. ANY SUCH ARBITRATIONS PERMITTED BY APPLICABLE OHIO LAW SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WITH PALMCO PURSUANT TO THE LAWS **GOVERNING RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS** IN YOUR STATE AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS.

NO WARRANTIES. NEITHER PALMCO ENERGY NOR PALMCO POWER MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

APPLICABLE LAWS, ETC. This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

MISCELLANEOUS. PALMco assumes no responsibility or liability for the following items that are the responsibility of the utility(ies): operation and maintenance of the utility's natural gas and/or electrical system, any interruption of service, termination of service, and deterioration of the utilty's service. This Agreement is the entire understanding between you and PALMco with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement, PALMco will not make a material change to the terms of this Agreement without first obtaining your consent in writing or through third party verification (TPV), except if due a change in market conditions, PALMco wishes lower the price (per ccf or mcf or kilowatt-hour as applicable) charged under this Agreement and no other terms and conditions are changed. You may not assign this Agreement without PALMco's prior written consent. PALMco may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the rules and procedures of the PUCO, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties hereto. No delay or failure by either you or PALMco to exercise any right or remedy to which

either party may be entitled to herein will constitute a waiver of that right or remedy.

EMERGENCIES. IN THE EVENT OF A GAS OR ELECTRICITY-RELATED EMERGENCY, SUCH AS A GAS OR ELECTRIC OUTAGE OR GAS LEAK, YOU SHOULD IMMEDIATELY CONTACT YOUR LOCAL UTILITY.

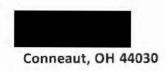
V.E.17-09.06



PALMcoEnergy 8751 18th Avenue Brooklyn, NY 11214

w: PalmcoEnergy.com e: Customer<u>Service@PalmcoEnergy.com</u> toll free: 1 (877) 726 5862

10/30/2017



Thank you for choosing PALMco as your energy supplier!

This letter is confirming your selection of PALMco as your electricity supplier and this package contains a copy of the *Terms and Conditions* of your service with PALMco.

We are currently processing your enrollment

Your enrollment will be sent to **Cleveland Illuminating**. You will receive a confirmation notice from **Cleveland Illuminating** confirming your selection of PALMco as your **electricity** supplier. Your service will begin with your first meter read by your utility after your enrollment is accepted, and may take up to 1-2 billing cycles. If you decide to rescind your enrollment request, per Ohio state regulations, you must contact your utility to do so.

If, for any reason, we are unable to enroll your account we will be sure to contact you to resolve the issue.

Below is a summary of your service account with PALMco:

Your account will begin receiving supply from PALMco within 15 to 45 days from the date of this letter.

Utility Account Number: Rate Plan: Introductory Rate of \$0.05100 for the first three billing cycles, and a variable rate thereafter. Cancellation Fees: None Budget Billing: Available upon request.

Your feedback is important to us!

You may receive a phone call from us to obtain your feedback regarding your enrollment experience. If not, we'd love to get your feedback, so please call us at the number below.

Questions?

If you have any questions, please feel free to contact us at 877-726-5862 weekdays 8:00 am to 6:00 pm or email us at CustomerService@palmcoenergy.com.

Thank you again for choosing us as your energy supplier!

Sincerely,

PALMco Customer Service

PS. Learn how to refer friends for discounts! Visit palmcoenergy.com/rewards

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INTRODUCTION: This is an agreement, together with your Confirmation Letter, and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between PALMco Energy OH, LLC ("PALMco Energy" or "PALMco") and you for natural gas supply service and/or PALMco Power OH, LLC ("PALMco Power or "PALMco") and you for electric supply service at each of the account service addresses listed in your Confirmation Letter (or in an addendum). You agree to authorize a switch of your natural gas and/or electric supply service to PALMco and to purchase all the natural gas and/or electricity required to service each of the accounts listed in your Confirmation Letter (or listed in an addendum) at a price as described in this Agreement.

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PRICING.

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Natural Gas and/or Electric Fixed Price (when applicable): You will pay a Fixed Price as set forth in your Confirmation Letter for the fixed term indicated in your Confirmation Letter. Before the end of your fixed term, PALMco will send you a notice with your contract renewal and pricing options. Your service will automatically continue under the specified renewal terms unless you contact PALMco to terminate as set forth herein and as stated in the Renewal Notice. If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees. Natural Gas Variable Price (when applicable): You will pay a Variable Price for natural gas supply service that may vary from month to month as determined by PALMco in its sole discretion, based on the applicable monthly NYMEX closing price for natural gas, applicable interstate transportation costs, any supply and agency functions that PALMco performs for you, and other prevailing market conditions, plus PALMco's costs, expenses and margins.

Electric Variable Price (when applicable): You will pay a Variable Price for electric supply service that may vary from month to month as determined by PALMco in its sole discretion based on a zonal locational marginal price ("LMP") determined on a day ahead or real time basis, any supply and agency functions that PALMco performs for you, line loss, compliance costs, certain transmission, capacity, ancillary, and administrative costs incurred by PALMco, and other prevailing market conditions, plus PALMco's costs, expenses and margins.

Natural Gas and/or Electric Supply Price Disclosures: There is no limit on how much the Variable Price of your natural gas and/or electric supply service may change from one billing cycle to the next and your Variable Price may be higher or lower than your utility's standard offer service rate in any given month. PALMco does not guarantee savings in any month or for the entire length of this Agreement. PALMco's current and historical prices are not an indicator of future prices.

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<u>No Early Termination Fee.</u> If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees.

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Natural Gas and/or Electric: You will be billed by your utility(ies) at intervals established by your utility(ies). You will pay PALMco's charges for natural gas and/or electric supply service based on meter readings and consumption information that PALMco receives from your utility ("Billing Quantity"). You will receive a single monthly bill from your utility that contains both PALMco's charges and your utility's charges. Your payment for natural gas and/or electric supply service is due on the date set forth on the bill. You shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by PALMco by the due date of the bill, at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You shall also be responsible for paying PALMco's reasonable attorneys' fees, costs, and expenses incurred by it in collecting any such payment from you. If you fail to pay your bill for natural gas and/or electric supply service or you fail to satisfy any agreed upon payment arrangement you may have, your utility may disconnect your service in accordance with the provisions of its tariff. If your utility disconnects your service, this Agreement may be automatically terminated. In addition, if your payment for natural gas and/or electric supply service is not received from you on a timely basis or does not meet any agreed-upon payment plan, PALMco may, after 14 calendar days' written notice to you, terminate this Agreement and its natural gas and/or electric supply service to you. You have the right to request from PALMco, without charge, up to 24 months of your payment history covering services rendered by PALMco, without charge, twice within any 12-month period. Budget Billing is available for both the delivery and natural gas and/or electric supply service portions of your bill. If you are interested in Budget Billing, you should contact your utility and request to be placed on a Budget Billing plan. If your electric utility is Duke Energy Ohio, to request Budget Billing for the electric supply service portion of your electric bill, you should contact PALMco and request to be placed on a Budget Billing plan.

CUSTOMER INFORMATION RELEASE. You authorize PALMco to begin your enrollment, initiate service to the accounts listed in your Confirmation Letter (or in any addendum) and to obtain historical billing data and other information about you ("Customer Information") from your gas and/or electric utility(ies), so that PALMco can start and continue its service to you. PALMco reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers to be unsatisfactory. **PALMco Energy** will not release your social security number, account number(s), or any other Customer Information without your express written or electronic consent, except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code, or if it sells or assigns this Agreement to another third party supplier. **PALMco Power** will not release your social security number and/or account number(s) without your written or electronic consent, except for PALMco Power's own collections and/or credit reporting, participation in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or if it sells or assigns this Agreement to another third party supplier.

DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE. Contact PALMco at 1-877-726-5862 (toll free) between the hours of 8 a.m. and 5 p.m. EST or EDT, by U.S. mail at 8751 18th Brooklyn, NY 11214, or by e-mail Avenue, at CustomerService@PalmcoEnergy.com, if you have any questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted PALMco and/or your 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 8 a.m. to 5 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 8 a.m. to 5 p.m. weekdays, or at www.pickocc.org.

ELECTRONIC COMMUNICATION. Unless otherwise required by law, if you provide PALMco with your email address, you agree that PALMco may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying PALMco of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if transmitted to you at the email address provided to PALMco by you.

FORCE MAJEURE. Neither PALMco nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing under this Agreement.

LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, NEITHER YOU NOR PALMCO WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.

ARBITRATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY, IT MAY BE RESOLVED THROUGH ARBITRATION. INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO ANY ASPECT OF YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE. ANY SUCH ARBITRATIONS PERMITTED BY APPLICABLE OHIO LAW SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WITH PALMCO PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS IN YOUR STATE AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS.

NO WARRANTIES. NEITHER PALMCO ENERGY NOR PALMCO POWER MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

APPLICABLE LAWS, ETC. This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

MISCELLANEOUS. PALMco assumes no responsibility or liability for the following items that are the responsibility of the utility(ies): operation and maintenance of the utility's natural gas and/or electrical system, any interruption of service, termination of service, and deterioration of the utilty's service. This Agreement is the entire understanding between you and PALMco with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. PALMco will not make a material change to the terms of this Agreement without first obtaining your consent in writing or through third party verification (TPV), except if due a change in market conditions, PALMco wishes lower the price (per ccf or mcf or kilowatt-hour as applicable) charged under this Agreement and no other terms and conditions are changed. You may not assign this Agreement without PALMco's prior written consent. PALMco may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the rules and procedures of the PUCO, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties hereto. No delay or failure by either you or PALMco to exercise any right or remedy to which either party may be entitled to herein will constitute a waiver of that right or remedy.

EMERGENCIES. IN THE EVENT OF A GAS OR ELECTRICITY-RELATED EMERGENCY, SUCH AS A GAS OR ELECTRIC OUTAGE OR GAS LEAK, YOU SHOULD IMMEDIATELY CONTACT YOUR LOCAL UTILITY.

V.E.17-09.06

SOMETHING NEW IS COMING!



Dear Valued Customer,

We are excited to share some important news regarding the evolution of our company and, as our customer, how this update will benefit you. Today we want to announce that our company name will be changing as of October 1, 2018 to Indra Energy.

We feel this name change will better capture our evolving vision and integration of new products and services. This transition will not affect your service and there is no action required on your part.

We value you as a customer and appreciate your feedback, if you have any questions, please contact our customer care team.

Thank you,

PALMco Energy



PALMco Energy 8751 18th Avenue Bri oklyn, NY 11214 | 1.877.726.5862 | PalmcoEnergy.com

Sariah Brinker

From:	William Schaaf	
Sent:	Thursday, March 21, 2019 7:59 AM	
To:	Cindi Mack	
Cc:	Indra Energy Compliance	
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258614 [ref:_00)Dt0GzXt
	500t0Fn6Br:ref]	
Attachments:	Sales Call.mp3	

Hello Cindi,

Following up - We were able to locate the sales call audio, which I've attached here.

William Schaaf - Asst. Compliance Officer



www.IndraEnergy.com

1515 Market Street, Suite 1200 Philadelphia, PA 19102 P: 888.504.6372 F: 718.851.2427

From: William Schaaf Sent: Wednesday, March 20, 2019 12:47 PM To: Cindi Mack <contactthepuco@puc.state.oh.us> Cc: Indra Energy Compliance <Compliance@indraenergy.com> Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258614 [ref:_00Dt0GzXt._500t0Fn6Br:ref]

Hello Cindi and the PUCO,

Regarding Case # 00258614,

This customer's gas and electric accounts were enrolled in Palmco's variable rate plans on 10/27/17, as the result of a telephone sale. The enrollment was authorized by Mr. **Second Second** We do not yet have the sales audio available, but we've attached the TPV recording for this enrollment, as well as the confirmation packages sent to the customer detailing the terms of service. Palmco began servicing the customer's gas and electric accounts on 12/1/17 and 11/29/17, respectively.

Gas Plan: Variable. This included a three-month introductory rate of \$2.79 per Mcf, after which the rate would vary month-to-month. No ETFs.

Electric Plan: Variable. This included a three-month introductory rate of \$0.0510 per kWh, after which rate would vary month-to-month. No ETFs.

On 11/10/17, Mr and the contacted our Customer Service line and requested to cancel his electric account. A drop transaction was processed, and the customer's electric account stopped receiving our supply on 12/28/17. The customer did not request to cancel his gas account at this time.

Palmco began conducting business under its trade name, Indra Energy, in October 2018. We're attaching a copy of the postcard mailed to the customer informing them of this brand name change.

The customer's accounts were not enrolled in a fixed rate plan, but rather a variable product, and as a result no renewal letters were required to be provided to the customer.

On 3/13/19, Ms. contacted out Customer Service line to cancel her gas account. An outbound drop was processed, and the customer's gas utility established an estimated service end date of 4/6/19. Since the customer expressed unhappiness with her bills, we determined that we would rerate the customer's two most recent bills to the rates we have on file for her gas utility, and will also adjust the customer's final bill once it is rendered. The adjustment of the two most recent bills amounts to \$443.44 for the billing period of 1/14/19 – 3/5/19.

Let us know if we can be of any further assistance. Thank you.

William Schaaf - Asst. Compliance Officer



1515 Market Street, Suite 1200 Philadelphia, PA 19102 P: 888.504.6372 F: 718.851.2427

From: Cindi Mack <<u>contactthepuco@puc.state.oh.us</u>> Sent: Thursday, March 14, 2019 2:32 PM To: Indra Energy Compliance <<u>Compliance@indraenergy.com</u>> Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258614 [ref:_00Dt0GzXt._500t0Fn6Br:ref]



Initial Submission of a Consumer Complaint Marketer of Natural Gas Please Respond Within 3 Business Days

CASE ID: 00258614 COMPANY: CUSTOMER: ADDRESS: Conneaut, Ohio 44030 SERVICE ADDRESS: Conneaut, Ohio 44030 AIQ: Palmco Energy OH LLC SERVICE ACCOUNT NUMBER: NIQ:

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v)

DESCRIPTION OF ISSUE:

Good afternoon,

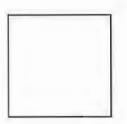
Ms. states that the company charged her \$17.36 per Mcf and her initial rate was \$2.79. She was notified by way of email that the company will be reimbursing her \$443.44 due to overcharging.

When and how was her account acquired? Did did initially enroll in a fixed rate plan? If so, when and how did the company notify her that her fixed rate was due to expire? Please forward a copy for review. Please forward a copy of the terms and conditions for review. If there is any other relevant information that I should know, it would be greatly appreciated. Thank you!

Sincerely,

Cindi Mack

Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Lead Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.



ref:_00Dt0GzXt._500t0Fn6Br:ref

- 0-

Sariah Brinker

From:	Keenia Joseph
Sent:	Monday, May 06, 2019 3:14 PM
To:	Cindi Mack
Cc:	Indra Energy Compliance; Mark Whitt; Becky Glover
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258614 [ref:_00Dt0GzXt S00t0Fn6Br:ref]
Attachments:	Billing statements-258614.pdf; C.M calculations-258614- PUCO.xlsx

Hi Cindi,

Our records indicate, the adjustment of \$443.44 was sent to the customer's utility on 3/22/19 in the form of a check. The credit of \$361.29 was also sent to the customer's utility on 4/13/19 in the form of a check, to be applied to the account.

We estimate the customer will see these adjustments within 1-2 billing cycles. We've also calculated the re-rate for the final billing cycle of 3/5/19-4/3/19, which results in an adjustment of \$179.73. This adjustment will be sent directly to the customer in the form of a check, the issuance of this check will take approximately 4-6 weeks for check processing and mailing to the customer.

Please see attached for the applicable calculation and the customer's billing statements. If you need anything further, please let us know.

Regards,

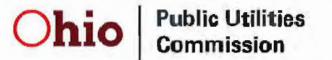
Keenia Joseph - Director of Compliance



1515 Market Street, Suite 1200 Philadelphia, PA 19102 P: 888.504.6372 F: 718.851.2427

www.IndraEnergy.com

From: Cindi Mack <contactthepuco@puc.state.oh.us> Sent: Thursday, April 25, 2019 10:44 AM To: Indra Energy Compliance <Compliance@indraenergy.com> Cc: William Schaaf <wschaaf@indraenergy.com> Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258614 [ref:_00Dt0GzXt._500t0Fn6Br:ref]



PUBLIC UTILITIES COMMISSION OF OHIO Consumer Services Division Memorandum

CASE ID: 00258614	
CUSTOMER: ADDRESS:	Conneaut, Ohio 44030
SERVICE ADDRESS: AIQ: Palmco Energy OH LI SERVICE ACCOUNT NUM NIQ:	

To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. Thank you!

DESCRIPTION OF ISSUE:

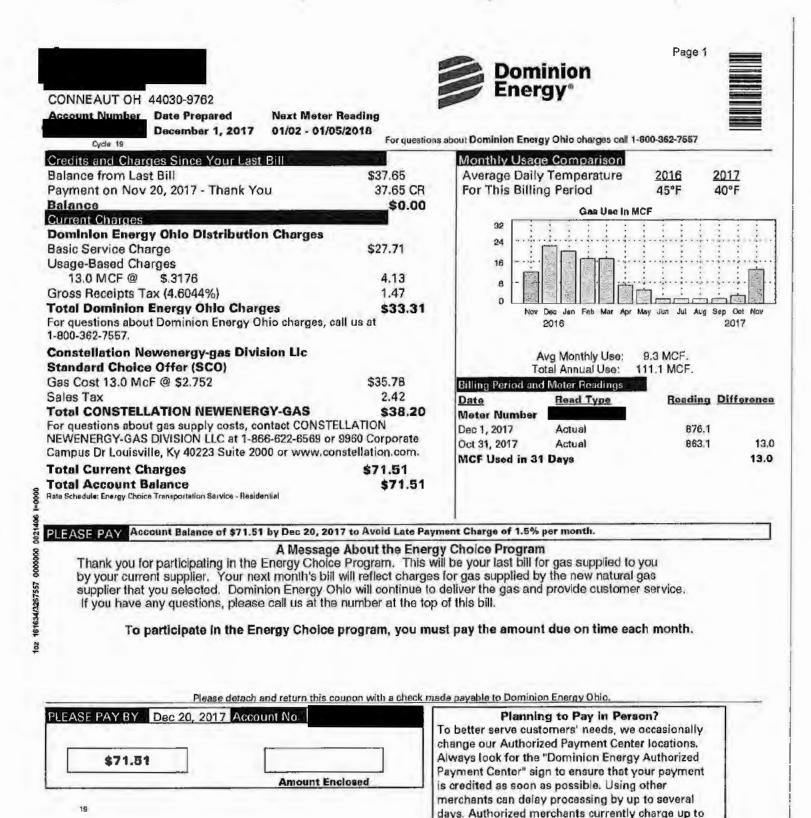
Good morning!

This is a follow up regarding Ms. **Control** account. After reviewing billing statements from her utility, the company has not applied any reimbursements to her account as you previously stated. For your review, I've attached the billing statements and my calculations totaling her reimbursement. She said she is okay with the company applying the credit to her account. Please credit her account \$962.33. Once this has been reviewed and the credit applied, please advise.

Sincerely,

Cindi Mack Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Lead Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.



\$1.50 per transaction. For authorized payment locations, visit www.DominionEnergy.com.

DOMINION ENERGY OHIO

RICHMOND VA 23261-6785

PO BOX 26785

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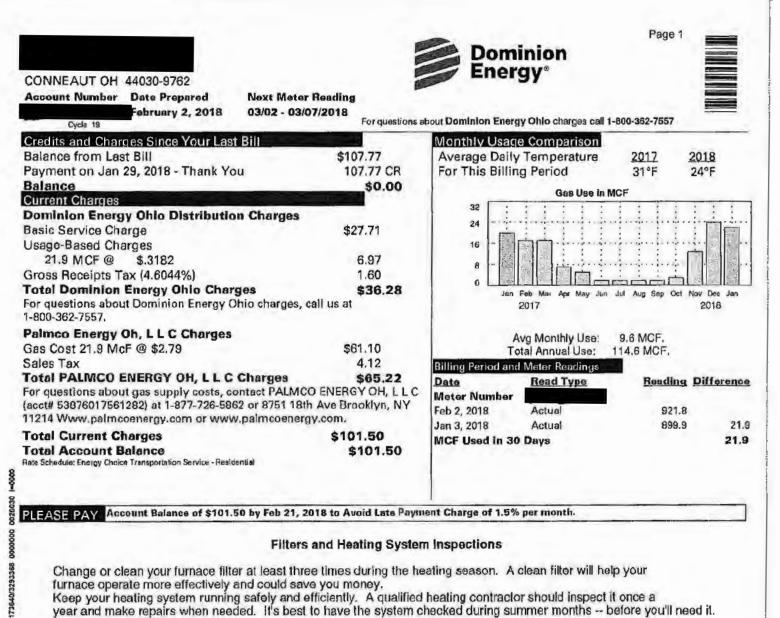
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CONNEAUT OH 44030-9762 Account Number Date Prepared Danuary 3, 2018	Next Meter Reading 02/01 - 02/06/2018 For question	Dominion Energy®	1-800-362-7557
Credits and Charges Since Your Last		Monthly Usage Comparison	
Balance from Last Bill	\$71.51	Average Daily Temperature	2016 2017
ayment on Jan 2, 2018 - Thank You	71.51 CR	For This Billing Period	29°F 25°F
Balance	\$0.00	Gas Use in	MCE
Current Charges		32 32	
Dominion Energy Ohio Distributio		24	
lasic Service Charge	\$27.71		
Jsage-Based Charges	7.50	16	::::::::::::::::::::::::::::::::::::::
23.8 MCF @ \$,3176	7.56	8	·····
Bross Receipts Tax (4.6044%) Total Dominion Energy Ohio Char	1.62	0	الالفضضضا
or questions about Dominion Energy O -800-362-7557.		Dec Jan Feb Mar Apr May 2016	y Jum Jul Aug Sep Ocl Nev 1 2017
Palmco Energy Oh, L L C Charges		Avg Monthly Use:	9.4 MCF.
as Cost 23.8 McF @ \$2.79	\$66.40	Total Annual Use:	112.5 MCF.
ales Tax	4.48	Billing Period and Meter Readings	
otal PALMCO ENERGY OH, L L C		Date Read Type	Reading Differe
or questions about gas supply costs, co		C Meter Number	
acct# 53876017561282) at 1-877-726-586		Jan 3, 2018 Actual	899.9
1214 Www.palmcoenergy.com or www		Dec 1, 2017 Actual	876,1
otal Current Charges otal Account Balance	\$107.77 \$107.77	MCF Used in 33 Days	
	77 by Jan 22, 2018 to Avoid Late Par It's Our Pleasure to	Serve You	
All of us at Dominion Energy Ohio trust in us to deliver economical, o everything we can to honor that tr If you have a question, please cal are 7 a.m. to 7 p.m., Monday thro (It is an emergency when you sm ENERGYSHARE: Help people w	It's Our Pleasure to o thank you for your business. Y clean-burning natural gas to your rust. If the number listed on the top of bugh Friday. If you have an emet ell gas or when all of your gas ap ithout heat by donating to Energi	Serve You ou could choose another form of ene home or business. We're committee this bill. Our customer information p rgency, you can call us anytime, day ppliances are out.) wShare. To donate, add exactly \$1, 5	ed to doing ohone hours or night. \$2, \$6, \$12, \$18 or \$36
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Change or clean your furnace filter at least three times during the heating season. A clean filter will help your furnace operate more effectively and could save you money. Keep your heating system running safely and efficiently. A qualified heating contractor should inspect it once a year and make repairs when needed. It's best to have the system checked during summer months -- before you'll need it.

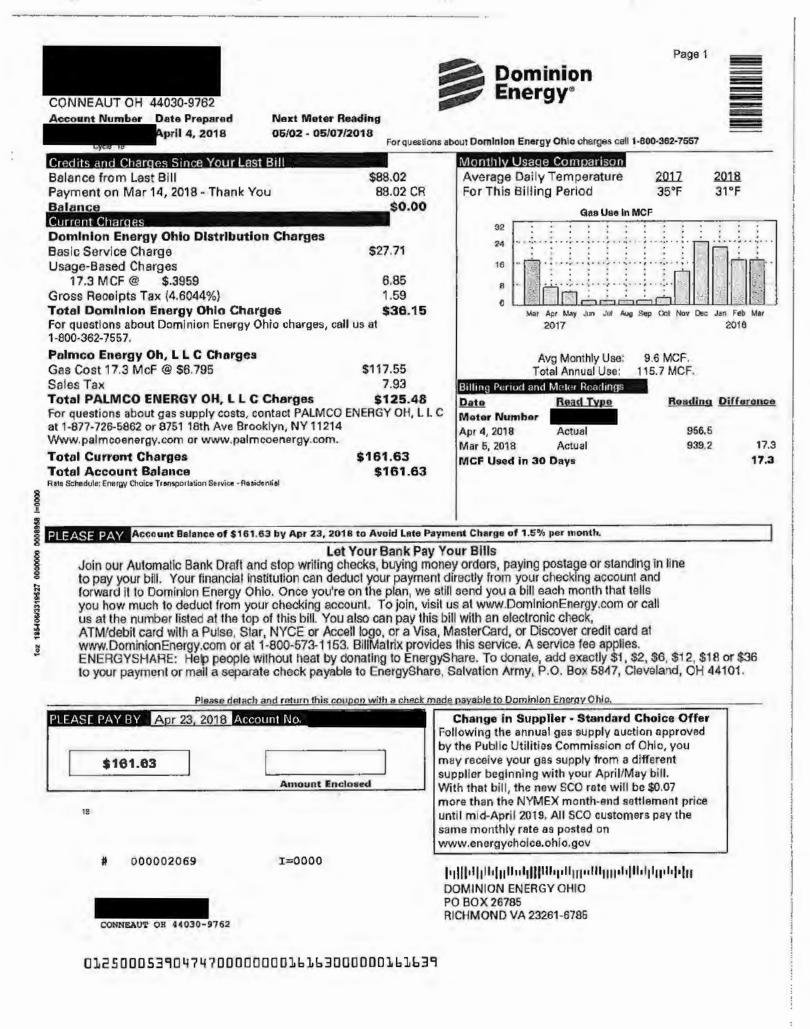
ENERGYSHARE: Help people without heat by donating to EnergyShare. To donate, add exactly \$1, \$2, \$6, \$12, \$18 or \$36 to your payment or mail a separate check payable to EnergyShare, Salvation Army, P.O. Box 5847, Cleveland, OH 44101.

Please detach and return this coupon with a check made payable to Dominion Energy Ohio.

Amount Enclosed	
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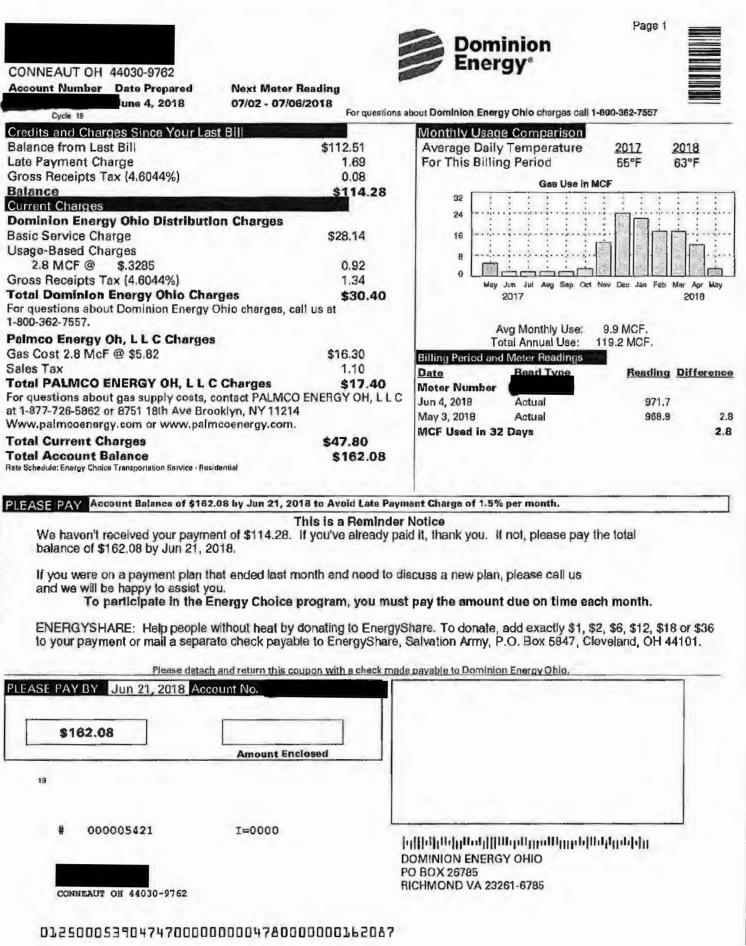
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ONNEAUT OH 44030-9762 ccount Number Date Prepared	Next Meter Readin	in the second se			
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otal Dominion Energy Ohio Charg	les	\$36.19	G Feb Mar Apr May	Jun Jul Aug Sep Oct	Nov Dec Jan Feb
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cct# 53876017561282) at 1-877-726-586		rooklyn NV	leter Number lar 5, 2018 Actual	0	39.2
214 Www.palmcoenergy.com or www	.palmcoenergy.com.		ab 2, 2018 Actual		21.8 1
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A Schedule: Energy Choice Transportation Service - Reside EASE PAY Account Balance of \$88.02 We provide a return envelope for of if you pay your bill by a different m You can pay this bill with an electr or a Visa, MasterCard, or Discove provides this service. A service fea Thank you for your cooperation. ENERGYSHARE: Help people wit to your payment or mail a separate Please detach a EASE PAY BY Mar 22, 2018 Account \$88.02	by Mar 22, 2018 to An Please Us customers who like the hethod, please do no onic check, ATM/de r credit card at www e applies. ithout heat by donati e check payable to B and return this coupon w unt No. Amount Enclosed	\$88.02	Charge of 1.5% per month. velope Ils by mail. be for other mail. ise, Star, NYCE or Accell com or at 1-800-573-115 re. To donate, add exactly vation Army, P.O. Box 58 vable to Dominion Energy Ohi	53. BillMatrix (\$1, \$2, \$6, \$12, 47, Cleveland, O 9.	\$18 or \$36 H 44101.

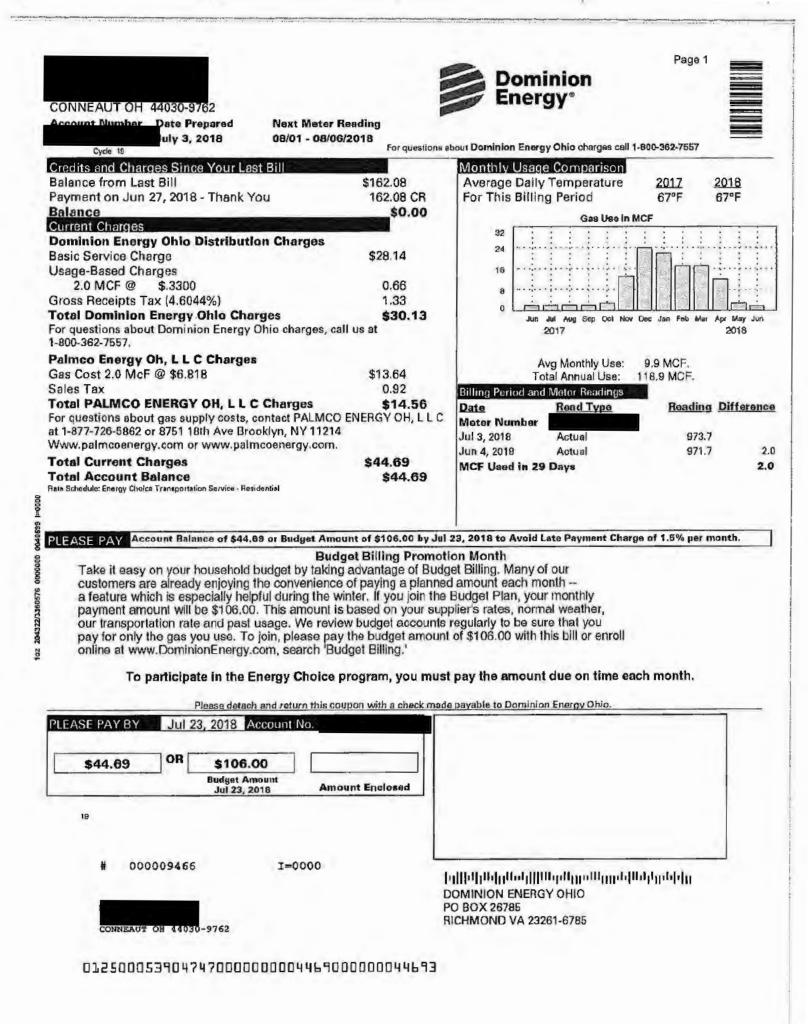


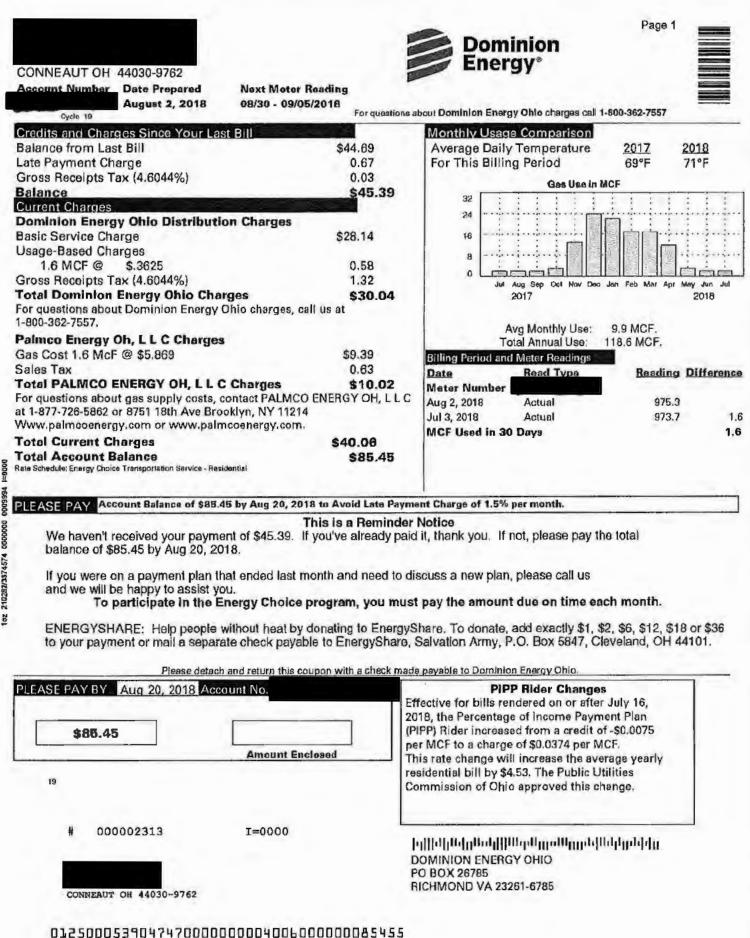
ONNEAUT OH 44030-9762		Dominion Energy [®]	Page 1
Count Number Date Prepared May 3, 2018	Next Meter Reading 06/01 - 06/06/2018 For question	as about Dominion Energy Ohio charges call 1-80	0-362-7557
edits and Charges Since Your Last		Monthly Usage Comparison	
alance from Last Bill	\$161.63	Average Daily Temperature	2017 2018
ayment on Apr 25, 2018 - Thank You		For This Billing Period	54°F 42°F
alance urrent Charges	\$0.00	Gas Use in MCF	
minion Energy Ohio Distribution	n Charges	32 : : : : : : :	1 1 1 1 1 1
sic Service Charge	\$27.71	24	
age-Based Charges		16	
12.4 MCF @ \$.3975	4.93	8	
oss Receipts Tax (4.6044%)	1.50		
tal Dominion Energy Ohio Charg r questions about Dominion Energy O 300-362-7557.		Apr May Jun Jul Aug Sep Oct 2017	Nov Dec Jan Fels Mar Ap 2018
almco Energy Oh, L L C Charges		Avg Monthly Use: 10.	1 MCF.
as Cost 12.4 McF @ \$5.92	\$73.41		.4 MCF.
ales Tax	4.96	Billing Period and Meter Readings	
otal PALMCO ENERGY OH, L L C		Date Read Type	Reading Differen
r questions about gas supply costs, co 1-877-726-5862 or 8751 18th Ave Broo			
ww.palmcoenergy.com or www.palmo		May 3, 2018 Actual	968.9 956.5 1
otal Current Charges	\$112.51	Apr 4, 2018 Actual MCF Used in 29 Days	900.0 1
e Schedule: Energy Choice Transportation Service - Reside	\$112.51	MCF Used in 23 Days	
Automatic Bank Draft, view your b account information, and much mo at your convenience, 365 days a y ENERGYSHARE: Help people w	billing and payment history, enter ore. Register or sign in to mana year on our secure website. ithout heat by donating to Energ	ke a payment, sign up for eBill and r a meter reading, check your ge your Dominion Energy Ohio account(yShare. To donate, add exactly \$1, \$2, \$ e, Salvation Army, P.O. Box 5847, Cleve	\$6, \$12, \$18 or \$36
Please detach a	and return this coupon with a check my	ade payable to Dominion Energy Ohio.	
EASE PAY BY May 21, 2018 Accou		Call Before You Dig If you plan to dig in your yard, please cal OHIO811 to make sure you do not dig int	
		an underground line. Damaged lines can	
\$112.51		an underground mie. Damaged mas can	Interrupt
\$112.51		your gas, electric and cable service. Stat	θ
\$112.51 19	Amount Enclosed		0

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	Account Number	Date Prepared August 31, 2018	Next Meter Reading 10/01 - 10/04/2018		have Dominian France Obla shares will the A	
	Cyde 19 Summary of Pay	ment Due		Forquestions a	bout Dominion Energy Ohio charges call 1-800-30 (See Next Page for Usage Comparison at	
	Past Due Gas Am	nount		40.76		ta mata matangat
	Current Gas Amo	ount Due by September	20. 2018	40.61 \$81.37		
				<i>40.007</i>		
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0001355 1=0000						
		count Balance of \$81.37		id Lete Payme	nt Charge of 1.5% per month.	
216139/3307609 000000	We haven't r balance of \$	eceived your paymen 81.37 by Sep 20, 201	t of \$41.40. If you've		it, thank you. If not, please pay the tota	ıl
	If you were o			id need to dis	scuss a new plan, please call us	
216139	and we will b To p	e happy to assist you participate in the En		n, you must	pay the amount due on time each mo	onth.
tor					hare. To donate, add exactly \$1, \$2, \$6,	
	to your paym	ent or mail a separat	e check payable to En	ergyShare, S	Salvation Army, P.O. Box 5847, Clevelar	nd, OH 44101,
		Please detach a	i <u>nd return this coupon wit</u> l	h <u>a check made</u>	payable to Dominion Energy Ohio.	
	PLEASE PAY BY	Sep 20, 2018 Accou	int No.			
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	\$81.37]		
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CONNEAUT OH 44030-9762

Account Number Date Prepared Next Meter Reading

Credits and Charges Since Your Last Bill	1000	Monthly Usag	Comparison		
Balance from Last Bill	\$85.45	Average Daily		2017	2018
ayment on Aug 3, 2018 - Thank You	44.69 CR	For This Billin		67°F	72°F
Subtotal	40.76				
ate Payment Charge	0.61		Gas Use in M	ICF	
ross Receipts Tax (4.6044%)	0.03	32			
alance	\$41.40	24		: : : :	: : :
urrent Charges		16			
ominion Energy Ohio Distribution Charges		8		·····	
asic Service Charge	\$28.14		in la		
sage-Based Charges			Sep Ool Nov Dec Jan	Felb Mar Apr Mary	Jun Jul Aug
1.6 MCF @ \$.3062	0.49		2017		2016
iross Receipts Tax (4.6044%)	1.32	A			
otal Dominion Energy Ohio Charges	\$29.95	A	vg Monthly Use:	9.9 MCF.	
or questions about Dominion Energy Ohio charges, ca -800-362-7557.	ll us at	To Billing Period and		118.3 MCF.	
almco Energy Oh, L L C Charges		Date	Read Type	Reading	Difference
as Cost 1.6 McF @ \$5.869	\$9.39	Meter Number			
ales Tax	0.63	Aug 31, 2018	Actual	976.9	
otal PALMCO ENERGY OH, L L C Charges	\$10.02	Aug 2, 2018	Actual	975.3	
or questions about gas supply costs, contact PALMCO t 1-877-726-5862 or 8751 18th Ave Brooklyn, NY 11214 /ww.palmcoenergy.com or www.palmcoenergy.com.	ENERGY OH, LLC	MCF Used in 29	Days		1.6
otal Current Charges	\$39.97				
otal Account Balance	\$81.37	1			
	301.37				

ONNEAUT OH 44030-9762			Domi	gy*		
Count Number Date Prepared	Next Meter Readin 10/30 - 11/02/2018	1	: Dominion Energ	y Ohio charges call 1	-800-362-7557	
redits and Charges Since Your Last			Monthly Usage			
alance from Last Bill			Average Daily		2017	2018
ayment on Sep 24, 2018 - Thank Yo alance	u	81.37 CR \$0.00	For This Billing	g Period	63°F	66°F
urrent Charges		50.00		Gas Use in N	ACF	
ominion Energy Ohio Distribution	n Charges		32 :			: :
asic Service Charge		\$28.14	24			
sage-Based Charges			16			
2.0 MCF @ \$.3200		0.64	8			
ross Receipts Tax (4.6044%)	1.1	1.33	o Lent	- 전쟁 데이지		
otal Dominion Energy Ohio Charg or questions about Dominion Energy Ol		\$30.11		Dol Nov Deo Jan Feb	Mar Apr May Jun	
800-362-7557.	nto charges, can us a		2	2017		2018
almco Energy Oh, L L C Charges			A.	w Manthly Llass	9.9 MCF.	
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otal PALMCO ENERGY OH, L L C		\$23.21	Date	Read Type	Readin	
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1-877-726-5862 or 8751 18th Ave Brook ww.palmcoenergy.com or www.palmco			Oct 2, 2018	Actual	978.	9
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	s, contact PALMCO ENERGY OH DBA	Oct 31, 2018 Actual	985.5
	r 8751 18th Ave Brooklyn, NY 11214	Oct 2, 2018 Actual	978.9
w.palmcoenergy.com or www.ir		MCF Used in 29 Days	6
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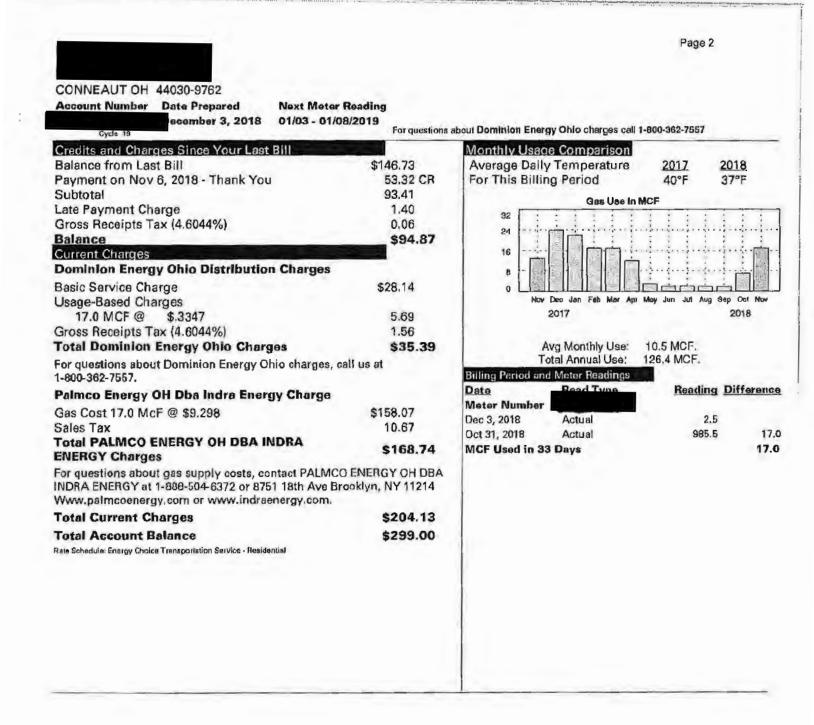
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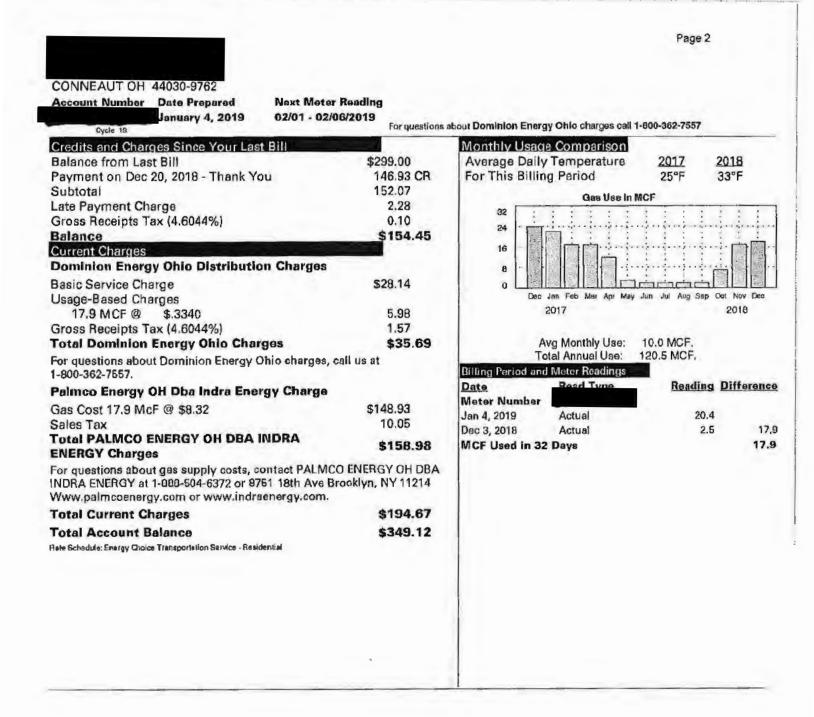
ONNEAUT OH 44030-9762 ccount Number Date Prepared ccycle 19	018 01/03 - 01/08/2019	Page 1
immary of Payment Due ast Due Gas Amount urrent Gas Amount otal Payment Due by Decem	205	(See Next Page for Usage Comparison and Meter Readings) 3.41 5.59 .00
EASE PAY Account Balance of s	1	te Payment Charge of 1.5% per month.
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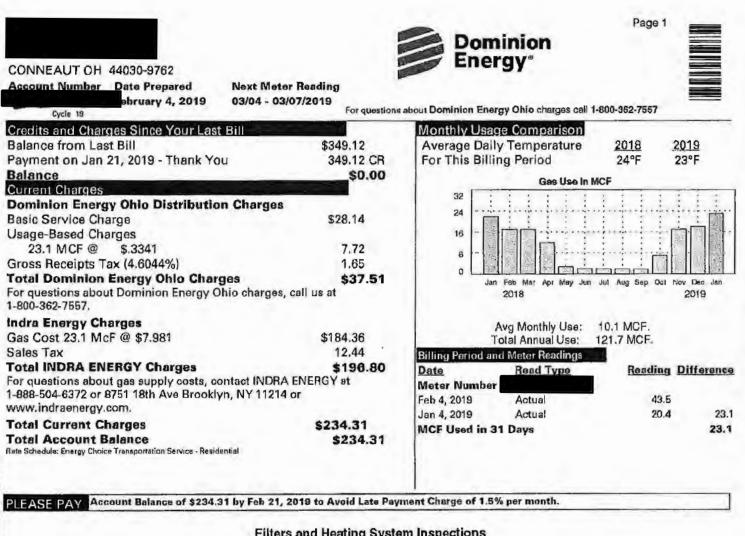
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CONNEAUT OH 44030-9762 Account Number Date Prepared Next Meter Reading Annuary 4, 2019 02/01 - 02/06/2019 Cycle 19 For quest	Page 1 Page 1 Energy* tions about Dominion Energy Ohio charges call 1-800-362-7557
ummary of Payment Due ast Due Gas Amount 152.0 urrent Gas Amount 197.0 otal Payment Due by January 23, 2019 \$349.1	05
EASE PAY Account Balance of \$349.12 by Jan 23, 2019 to Avoid Late This is a Remin	the second se
We haven't received your payment of \$154.45. If you've alread balance of \$349.12 by Jan 29, 2019. If you were on a payment plan that ended last month and need and we will be happy to assist you. To participate in the Energy Choice program, you ENERGYSHARE: Help people without heat by donating to Energy	ly paid it, thank you. If not, please pay the total to discuss a new plan, please call us must pay the amount due on time each month . ergyShare. To donate, add exactly \$1, \$2, \$6, \$12, \$18 or \$36
to your payment or mail a separate check payable to EnergySh Please detach and return this coupon with a check EASE PAY BY Jan 23, 2019 Account No.	
\$349.12 Amount Enclosed	
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Filters and Heating System Inspections

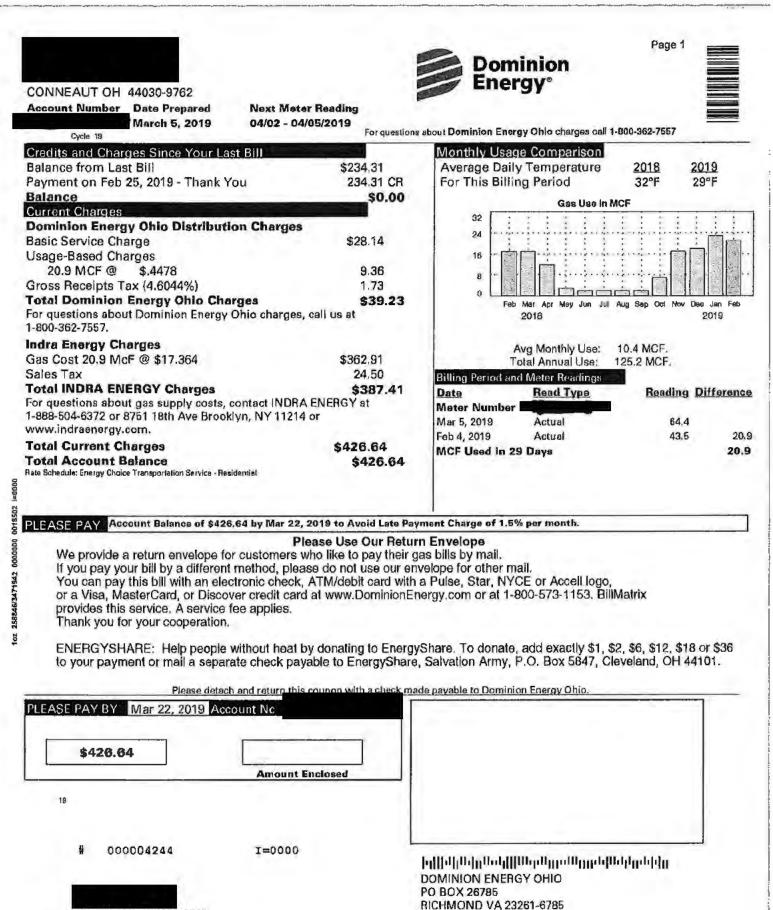
Change or clean your furnace filter at least three times during the heating season. A clean filter will help your furnace operate more effectively and could save you money. Keep your heating system running safely and efficiently. A qualified heating contractor should inspect it once a

year and make repairs when needed. It's best to have the system checked during summer months -- before you'll need it.

ENERGYSHARE: Help people without heat by donating to EnergyShare. To donate, add exactly \$1, \$2, \$6, \$12, \$18 or \$36 to your payment or mail a separate check payable to EnergyShare, Salvation Army, P.O. Box 5847, Cleveland, OH 44101.

lease detach and return	this coupon with a check	made payable to	Dominion Energy Ohio.

\$234.31		
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		DOMINION ENERGY OHIO
		PO BOX 26785 RICHMOND VA 23261-6785



CONNEAUT OH 44030-9762

CONNEAUT OH 44030-9762 Count Number Date Prepared April 3, 2019 Cycle 19	Next Meter Reading 05/02 - 05/07/2019 For questions	s about Dominion Energy Ohio charges cell 1-	Page 1
redits and Charges Since Your Last	Bill	Monthly Usage Comparison	
alance from Last Bill	\$426.64	Average Daily Temperature	2018 2019
ate Payment Charge	6.40	For This Billing Period	31°F 34°F
ross Receipts Tax (4.6044%)	0.29	Gas Use in M	ICF
alance	\$433.33	32	
urrent Charges	n Changes	24	
ominion Energy Ohio Distribution asic Service Charge	\$28.14	16	
Isage-Based Charges	\$20,14		
15.4 MCF @ \$.4474	6,89	8	
iross Receipts Tax (4.6044%)	1.61		Car Oal Ney Dea Ion Cab Mar
otal Dominion Energy Ohio Charg		2018	Sep Ool Nov Dec Jan Feb Ma 2019
or questions about Dominion Energy O			
800-362-7557.		Avg Monthly Use:	10.3 MCF.
ndra Energy Charges			123.3 MCF.
as Cost 15.4 McF @ \$13.858	\$213.41	Billing Period and Meter Readings	
ales Tax	14.41	Date Read Type	Reading Differen
otal INDRA ENERGY Charges	\$227.82	Meter Number	
or questions about gas supply costs, co		Apr 3, 2019 Actual	79.8
888-504-6372 or 8751 18th Ave Brookly ww.indraenergy.com.	n, NY 11214 or	Mar 5, 2019 Actual	64.4 1
otal Current Charges	\$264.46	MCF Used in 29 Days	18
otal Account Balance	\$697.79		
Ene		to server a server a server a server server a server server a server s	
Thank you for participating in the current supplier. Your next month	's bill will reflect charges for gas a gy Ohio will continue to deliver the ur previous amount due. If you've a amount due by the due date. The u must pay the amount due on ti	supplied by the new natural gas supp ne gas and provide customer service. e already paid o participate me each month,	lier
Thank you for participating in the current supplier. Your next month' that you selected. Dominion Energy However, we haven't received you it, thank you. If not, please pay the in the Energy Choice program, yo If you need assistance, please cal Please detach a	Energy Choice Program. This will 's bill will reflect charges for gas a gy Ohio will continue to deliver the arrount due by the due date. The arrount due by the due date. The u must pay the amount due on the Il Dominion Energy Ohio at the n	supplied by the new natural gas supp te gas and provide customer service. e already paid o participate me each month, umber listed at the top of this bill.	lier
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Billing Cycle	Consumption	Palmco/Indra Rate		0.0675	Total Amt. Billed	SCO Rate	0.0675	Total	Difference	
Dec/Jan 2018	23.8		2.79	4.48	70.88	3.074	4.94	78.10	-7.22	
Jan/Feb 2018	21.9		2.79	4.12	65.23	2.738	4.05	64.01	1.22	
Feb/Mar	17.4		2.79	3.28	51.83	3.631	4.26	67.44	-15.62	
Mar/Apr	17.3	6.	795	7.93	125.49	2.639	3.08	48.74	76,75	
Apr/May	12.4	. Ca	5.92	4.96	78.36	2.761	2.31	36.55	41.82	
May/Jun	2.8	e 13	5.82	1.09998	17.40	2.891	0.55	8.64	8.75	
Jun/Jul	2	6	.818	0.92	14.56	2.945	0.40	6.29	8.27	
Jul/Aug	1.6	5.	.869	0.63	10.02	3.066	0.33	5.24	4.79	
Aug 2/Aug 31	1.6	5.	.869	0.63	10.02	2.892	0.31	4.94	5.08	
Aug 31/Oct 2	2	10.	.868	1.47	23,20	2.965	0.40	6.33	16.87	
Oct 2/ Oct 31	6.6		8.68	3.87	61,15	3.091	1.38	21.78	39.38	
Oct 31/ Dec 3	17	9.	.298	10.67	168.74	3.255	3.74	59.07	109.67	
Dec 2/ Jan 4 2019	17.9		8.32	10.05	158.98	4.785	5.78	91.43	67.55	
Jan/ Feb	23.1	7.	.981	12.44	196.83	3.712	5.79	91.54	105.27	
Feb/ Mar 5, 2019	20.9	17.	364	24.50	387.40	3.02	4.26	67.38	320.03	
Mar/Apr 2019	15.4	1	3.86	14.41	227.82	2.925	3.04	48.09	179.73	

962.33 Total amount due to customer

- 61

PUBLIC UTILITIES COMMISSION OF OHIO Third Request for Information Please Respond Within 48 Hours

CASE ID: 00500000 CUSTOMER:	
ADDRESS:	<u>Vienna, O</u> hio 44473
SERVICE ADDRESS:	Vienna, Ohio 44473
AIQ: Palmco Energy OH LLC	
SERVICE ACCOUNT NUMBE	ER:
NIQ	

To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. Thank you!

DESCRIPTION OF ISSUE:

An initial complaint was sent to you on 5/9/19. A second request for information was sent on 5/17/19. Please refer to the details contained in the original submission of the complaint and respond within 48 hours.

Sincerely, **Andrea Smith** Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

ref:_00Dt0GzXt._500t0ig3z2:ref

Cheryl Smith

From:	Indra Energy Compliance	
Sent:	Wednesday, June 12, 2019 3:36 PM	
To:	'Andrea Smith'	
Cc:	Indra Energy Compliance	
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00502602	[ref:_00Dt0GzXt
	500t0lg3z2:ref]	
Attachments:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00502603 500t0lg405:ref]	[ref:_00Dt0GzXt

Good afternoon.

Please be advised we received there were two cases opened for this customer's complaint. Kindly refer to the response submitted for case 502603; herein attached.

Regards,

Bellkys Castillo - Compliance Supervisor



1515 Market Street, Suite 1200 Philadelphia, PA 19102 P: 888.504.6372 F: 718.851.2427

From: Andrea Smith <contactthepuco@puc.state.oh.us> Sent: Wednesday, June 12, 2019 2:47 PM To: Indra Energy Compliance <Compliance@indraenergy.com> Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00502602 [ref:_00Dt0GzXt._500t0lg3z2:ref]



Ohio Public Utilities Commission

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Indra Energy 1515 Market Street, Suite 1200 Philadelphia, PA, 19102

w: IndraEnergy.com e: CustomerCare@IndraEnergy.com toll free: 1 (888) 50-INDRA 1 (888) 504 6372

10/29/2018



Thank you for choosing Indra Energy as your energy supplier!

This letter is confirming your selection of Indra Energy as your electricity supplier and this package contains a copy of the *Terms and Conditions* of your service with Indra Energy.

We are currently processing your enrollment

Your enrollment will be sent to **Ohio Edison**. You will receive a confirmation notice from **Ohio Edison** confirming your selection of Indra Energy as your electricity supplier. Your service will begin with your first meter read by your utility after your enrollment is accepted, which may take up to 1-2 billing cycles. If you decide to rescind your enrollment request, per Ohio state regulations, you must contact your utility to do so.

If, for any reason, we are unable to enroll your account we will be sure to contact you to resolve the issue.

Below is a summary of your service account with Indra Energy:

Utility Account Number:

Rate Plan: Introductory Rate of \$0.05100/kWh for the first two billing cycles, and a variable rate thereafter. To access future variable pricing information, updated monthly, visit Indra's website at https://IndraEnergy.com/ohio/ohio-variable-rates/.

Cancellation Fees: None.

Budget Billing: Available upon request.

Renewable Energy Product Information: One hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States.

Your feedback is important to us!

You may receive a phone call from us to obtain your feedback regarding your enrollment experience. If not, we'd love to hear from you, so please call us at the number below.

Questions?

If you have any questions, please feel free to contact us at 888-504-6372 weekdays 8:00 am to 7:00 pm or email us at *CustomerCore@IndraEnergy.com*.

Thank you again for choosing us as your energy supplier!

Sincerely,

Indra Energy Customer Care

PS. Learn how to refer friends for rewards! Visit IndraEnergyRewards.com



OHIO TERMS AND CONDITIONS

INTRODUCTION. This is an agreement, together with your Confirmation Letter, and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between (ndra Energy ("Indra") and you for natural gas supply service and/or electric supply service at each of the account service addresses listed in your Confirmation Letter (or in an addendum). You agree to authorize a switch of your natural gas and/or electric supply service to Indra and to purchase all the natural gas and/or electricity required to service each of the accounts listed in your Confirmation Letter (or listed in an addendum) at a price as described in this Agreement.

ACKNOWLEDGEMENT. You acknowledge as follows: (A) Any Indra sales representative with whom you have spoken represents Indra and is not from your utility or affiliated with your utility. (B) You are the named customer on each of the account(s) listed above (or in any addendum), or you are the spouse of the named customer on such account(s), or you are over 18 years old and authorized to make decisions concerning such account(s). (C) Indra will not charge you a fee to switch to Indra as your natural gas and/or electric supplier. (D) Your utility (ies) will continue to deliver your gas and/or electricity and send you your natural gas and/or electricity bills, which will contain both your utility's charges and Indra's charges. (E) Indra does not guarantee savings or promise rates lower than your utility (ies). (F) Your incumbent natural gas and/or electric utility may charge you switching fees. (G) There are no cancellation fees under this Agreement. (H) You are not currently approved for or enrolled in PIPP and/or any other such utility arrearage crediting program.

CONFIRMATION NOTICE, YOUR RIGHT OF RESCISSION. YOU WILL RECEIVE A WRITTEN CONFIRMATION NOTICE FROM YOUR NATURAL GAS AND/OR ELECTRIC UTILITY (IES) OF THE TRANSFER OF YOUR NATURAL GAS AND/OR ELECTRIC SUPPLY SERVICE TO INDRA AND ADVISING YOU OF YOUR RIGHT TO RESCIND YOUR ENROLLMENT WITH INDRA, FOR GAS SUPPLY SERVICE, YOU HAVE 7 BUSINESS DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR NATURAL GAS ENROLLMENT WITH INDRA WITHOUT PENALTY BY CONTACTING YOUR GAS UTILITY (ORALLY OR IN WRITING). FOR ELECTRIC SUPPLY SERVICE, YOU HAVE 7 DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR ELECTRIC ENROLLMENT. WITH INDRA WITHOUT PENALTY BY CONTACTING YOUR ELECTRIC UTILITY (ORALLY, ELECTRONICALLY, OR IN WRITING). LENGTH OF AGREEMENT AND TERMINATION. This Agreement will begin when your local utility switches your account to Indra. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If Indra decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address (es). You may terminate this Agreement at any time by: (a) calling (888) 504-6372; (b) sending a letter to 1515 Market Street, Suite 1200, Philadelphia, PA. 19102: or (c) emailing

CustomerCare@IndraEnergy.com. Upon termination as provided in this Agreement, you will be returned to your utility's standard service or you may choose another supplier. In any case in which your natural gas and/or electric supply. service with Indra is terminated as provided in this Agreement, you will remain obligated to pay for the natural gas and/or electric supply service provided by Indra prior to the effective date of the termination. The effective date of termination will be determined by your utility. Your natural gas and/or electric supply service from Indra will terminate automatically without penalty to you if any of the following occurs: (a) your Service Address(es) is not served or no longer served by your utility; (b) you move outside your utility's service area or to an area not served by Indra; or (c) Indra returns you to your utility's applicable tariff service pursuant to the terms of this Agreement. You may also cancel your natural gas and/or electric supply service with Indra without penalty if you relocate your Service Address(es): (a) outside of the service territory of your gas and/or electric utility(ies); (b) within the service territory of your gas and/or electric utility(ies) if your utility does not permit you to transfer your Indra contract to your new Service Address(es); or (c) to an area where Indra charges a different price for natural gas and/or electric supply service. If you voluntarily return or switch back to your natural gas and/or electric utility after choosing Indra, you may not be served under the same rates, terms, and conditions as those available to other customers served by your natural gas and/or electric utility.

PRICING.

Natural Gas and/or Electric Introductory or Initial Price (when applicable): You will pay an Introductory/Initial Price as set forth in your Confirmation Letter for the time period set forth in your Confirmation Letter, and thereafter, your price for natural gas and/or electric supply service will automatically become for the length of this Agreement either a Variable or Fixed price as described herein and as stated in your Confirmation Letter.

Natural Gas and/or Electric Fixed Price (when applicable): You will pay a Fixed Price as set forth in your Confirmation Letter for the fixed term indicated in your Confirmation Letter. Before the end of your fixed term, Indra will send you a notice with your contract renewal and pricing options.

Natural Gas Variable Price (when applicable): You will pay a Variable Price for natural gas supply service that may vary from month to month as determined by Indra in its sole discretion, based on the wholesale cost of natural gas to the Delivery Point, administrative and regulatory compliance costs, supply and agency functions that Indra performs for you, and other prevailing business considerations and market conditions, plus Indra's costs, expenses and margins. This list of factors is not exhaustive and no single factor will determine the rate.

Electric Variable Price (when applicable): You will pay a variable rate for electric supply service that may vary from month to month as determined by Indra based on the wholesale market prices acquired for energy, any supply and agency functions that Indra performs for you, line loss, certain transmission, capacity, ancillary, administrative and regulatory compliance costs incurred by Indra, alternative and renewable energy requirements, market conditions, expenses and margins.

Natural Gas and/or Electric Supply Price Disclosures: There is no limit on how much the Variable Price of your natural gas and/or electric supply service may change from one billing cycle to the next and your Variable Price may be higher or lower than your utility's standard offer service rate in any given month. Indra does not guarantee savings in any month or for the entire length of this Agreement. Indra's current and historical prices are not an indicator of future prices. You can access future variable pricing information, updated monthly, by: visiting Indra's website at https://IndraEnergy.com/ohio/ohio-variable-rates/ by or calling (888) 504-6372.

Other Charges: You are also responsible for paying and reimbursing Indra for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the natural gas and/or electric supply service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on Indra and/or you by federal, state, and/or local authorities. If you are tax exempt, you must furnish Indra an exemption certificate before service commences. This Agreement does not include utility transportation, delivery, or other charges that your gas or electric utility charges you for those services.

<u>NO EARLY TERMINATION FEE.</u> If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees.

FIXED TERM AUTOMATIC RENEWAL. At least forty-five (45) days before the expiration of your Fixed Term, Indra will provide written notice to you of the Agreement's renewal ("Renewal Notice"). The Renewal Notice will set forth the proposed renewal option(s), including any applicable information required by the Commission. If you do not respond to the Renewal Notice or otherwise terminate this Agreement by notifying Indra in accordance with the Termination section herein, then your Agreement will automatically renew at the rate then in effect in accordance with the terms set forth in the Renewal Notice. Indra can renew this Agreement without your affirmative consent even when there is a change in the rate or other terms and conditions.

RESOURCE MIX, ENVIRONMENTAL CHARACTERISTICS, & RENEWABLE ENERGY INFORMATION. The applicable generation resource mix and environmental characteristics of the electric supply sold by Indra are available at www.IndraEnergy.com. This information is updated periodically following the requirements of the Public Utilities Commission of Ohio. If you select an electric renewable energy product, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States which have been gualified as such.

BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING. You will be billed by your utility(ies) at Intervals established by your utility(ies). You will pay Indra's charges for natural gas and/or electric supply service based on meter readings and consumption information that Indra receives from your utility ("Billing Quantity"). You will receive a single monthly bill from your utility that contains both Indra's charges and your utility's charges. Your payment for natural gas and/or electric supply service is due on the date set forth on the bill. You shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by Indra by the due date of the bill, at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You shall also be responsible for paying Indra's reasonable attorneys' fees, costs, and expenses incurred by it in collecting any such payment from you. If you fail to pay your bill for natural gas and/or electric supply service or you fail to satisfy any agreed upon payment arrangement you may have, your utility may disconnect your service in accordance with the provisions of its tariff. If your utility disconnects your service, this Agreement may be automatically terminated. In addition, if your payment for natural gas and/or electric supply service is not received from you on a timely basis or does not meet any agreed-upon payment plan, Indra may, after 14 calendar days' written notice to you, terminate this Agreement and its natural gas and/or electric supply service to you. You have the right to request from Indra, without charge, up to 24 months of your payment history covering services rendered by indra, without charge, twice within any 12-month period. Budget Billing is available for both the delivery and natural gas and/or electric supply service portions of your bill. If you are interested in Budget Billing, you should contact your utility and request to be placed on a Budget Billing plan. If your electric utility is Duke Energy Ohio, to request Budget Billing for the electric supply service portion of your electric bill, you should contact Indra and request to be placed on a Budget Billing plan.

CUSTOMER INFORMATION RELEASE. You authorize Indra to begin your enrollment, initiate service to the accounts listed in your Confirmation Letter (or in any addendum) and to obtain historical billing data and other information about you ("Customer Information") from your natural gas and/or electric utility (ies), so that Indra can start and continue its service to you. Indra reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers to be unsatisfactory. For your natural gas supply, Indra will not release your social security number, account number(s), or any other Customer Information without your express written or electronic consent, except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code, or if it sells or assigns this Agreement to another third-party supplier. For your electric supply, Indra will not release your social security number, account number(s) without your written or electronic consent, except for Indra's own collections and/or credit reporting, participation in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or if it sells or assigns this Agreement to another third-party supplier.

DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE. Contact Indra at (888) 504-6372 (toll free), by U.S. mail at 1515 Market Street, Suite 1200, Philadelphia, PA 19102, or by e-mail at CustomerCare@IndraEnergy.com, if you have any questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted Indra and/or your 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 8 a.m. to 5 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 8 a.m. to 5 p.m. weekdays, or at www.pickocc.org.

ELECTRONIC COMMUNICATION. Unless otherwise required by law, if you provide indra with your email address, you agree that indra may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying indra of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if transmitted to you at the email address provided to indra by you.

FORCE MAJEURE. Neither Indra nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing under this Agreement.

LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, NEITHER YOU NOR INDRA WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.

ARBITRATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY, IT MAY BE RESOLVED THROUGH ARBITRATION. INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO ANY ASPECT OF YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE. ANY SUCH ARBITRATIONS PERMITTED BY APPLICABLE OHIO LAW SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WITH INDRA PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS IN YOUR STATE AND THE **REGULATIONS OF ANY AGENCY IN YOUR STATE WITH** JURISDICTION OVER RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS.

NO WARRANTIES. INDRA ENERGY MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. <u>APPLICABLE LAWS, ETC.</u> This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

AGREEMENT DETAILS. Our full, legal name is Palmco Power OH, LLC dba Indra Energy for electric supply service and Palmco Energy OH, LLC dba Indra Energy for natural gas supply service, but we have used "we", "us", "our" or "Indra Energy" to refer to ourselves for the purposes of this Agreement. We use "you" or "your" to refer to you, the customer.

MISCELLANEOUS. Indra assumes no responsibility or liability for the following items that are the responsibility of the utility (ies): operation and maintenance of the utility's natural gas and/or electrical system, any interruption of service, termination of service, and deterioration of the utility's service. This Agreement is the entire understanding between you and Indra with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. Indrawill not make a material change to the terms of this Agreement without first obtaining your consent in writing or through third party verification (TPV), except if due a change in market conditions, Indra wishes lower the price (per ccf or mcf or kilowatt-hour as applicable) charged under this Agreement and no other terms and conditions are changed. You may not assign this Agreement without Indra's prior written consent. Indramay sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the rules and procedures of the PUCO, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties hereto. No delay or failure by either you or Indra to exercise any right or remedy to which either party may be entitled to herein will constitute a waiver of that right or remedy.

EMERGENCIES. IN THE EVENT OF A GAS OR ELECTRICITY-RELATED EMERGENCY, SUCH AS A GAS OR ELECTRIC OUTAGE OR GAS LEAK, YOU SHOULD IMMEDIATELY CONTACT YOUR LOCAL UTIUTY.

V.E.18-10.01

	Indra Ene	rgy		
	Projected Data for the 2	018 Calendar Year		
	Actual Data for the Period			
Generation				
Resource	Projected	Actual		
Mix -	Natural Other	Oil 0.5% Other Solar		
A comparison	Gas0.5%	Natural Gas		
between the	20%	28.5% Coal		
sources of generation	Hydro Co	al 30%		
projected to be	1%35	23674267270		
used to generate	THE STATES	Hydro		
this product and	Wind	1.5%		
the actual	-	mass		
resources used	induiced -	.5% Wind Nuclear		
during this period.	34.5%	3% 35%		
	/			
Environmental	Biomass Power	Air Emissions and Solid Waste		
Characteristics-	Coal Power	Air Emissions and Solid Waste		
· ····································	Hydro Power	Wildlife Impacts		
A description of the characteristics	Natural Gas Power	Air Emissions and Solid Waste		
associated with	Nuclear Power	Radioactive Waste		
each possible	Oil Power	Air Emissions and Solid Waste		
generation	Other Sources	Unknown Impacts		
resource.	Solar Power	No Significant Impacts		
	Unknown Purchased Resources	Unknown Impacts		
	Wind Power	Wildlife Impacts		
Air Emissions -				
	T 1 1	1 1 1 1		
Product-specific projected and	Carbon dioxide			
actual air				
emissions for this		Actual 🗄		
period compared	Nitrogen oxides	NUMBER NOT A Projected		
to the regional				
average air	Sulfur Dioxide			
emissions.	I			
	1	Regional Average		
Radioactive				
Waste –	Type:	Quantity:		
waste -	High-Level Radioactive Waste	Unknown		
	and the second se	Lbs./1,000 kWh		
Radioactive waste	Low-Level Radioactive Waste	Unknown		



Indra Energy 1515 Market Street, Suite 1200 Philadelphia, PA, 19102

w: IndraEnergy.com e: CustomerCare@IndraEnergy.com toll free: 1 (888) 50-INDRA 1 (888) 504 6372

10/29/2018



Thank you for choosing Indra Energy as your energy supplier!

This letter is confirming your selection of Indra Energy as your natural gas supplier and this package contains a copy of the *Terms and Conditions* of your service with Indra Energy.

We are currently processing your enrollment

Your enrollment will be sent to **Dominion East Ohio**. You will receive a confirmation notice from **Dominion East Ohio** confirming your selection of Indra Energy as your natural gas supplier. Your service will begin with your first meter read by your utility after your enrollment is accepted, which may take up to 1-2 billing cycles. If you decide to rescind your enrollment request, per Ohio state regulations, you must contact your utility to do so.

If, for any reason, we are unable to enroll your account we will be sure to contact you to resolve the issue.

Below is a summary of your service account with Indra Energy:

Utility Account Number: Rate Plan: Introductory Rate of \$2.60000/Mcf for the first two billing cycles, and a variable rate thereafter. To access future variable pricing information, updated monthly, visit Indra's website at https://IndraEnergy.com/obio/obio-variable-rates/.

Cancellation Fees: None.

Budget Billing: Please contact Dominion East Ohio.

Your feedback is important to us!

You may receive a phone call from us to obtain your feedback regarding your enrollment experience. If not, we'd love to hear from you, so please call us at the number below.

Questions?

If you have any questions, please feel free to contact us at 888-504-6372 weekdays 8:00 am to 7:00 pm or emailus at *CustomerCare@IndraEnergy.com*.

Thank you again for choosing us as your energy supplier!

Sincerely,

Indra Energy Customer Care

PS. Learn how to refer friends for rewards! Visit Indra EnergyRewards.com



OHIO TERMS AND CONDITIONS

INTRODUCTION. This is an agreement, together with your Confirmation Letter, and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between Indra Energy ("Indra") and you for natural gas supply service and/or electric supply service at each of the account service addresses listed in your Confirmation Letter (or in an addendum). You agree to authorize a switch of your natural gas and/or electric supply service to Indra and to purchase all the natural gas and/or electricity required to service each of the accounts listed in your Confirmation Letter (or listed in an addendum) at a price as described in this Agreement.

ACKNOWLEDGEMENT. You acknowledge as follows: (A) Any Indra sales representative with whom you have spoken represents Indra and is not from your utility or affiliated with your utility. (B) You are the named customer on each of the account(s) listed above (or in any addendum), or you are the spouse of the named customer on such account(s), or you are over 18 years old and authorized to make decisions concerning. such account(s). (C) Indra will not charge you a fee to switch to Indra as your natural gas and/or electric supplier. (D) Your utility (ies) will continue to deliver your gas and/or electricity and send you your natural gas and/or electricity bills, which will contain both your utility's charges and Indra's charges. (E) Indra does not guarantee sayings or promise rates lower than your utility (ies) (F) Your incumbent natural gas and/or electric utility may charge you switching fees. (G) There are no cancellation fees under this Agreement. (H) You are not currently approved for or enrolled in PIPP and/or any other such utility arrearage crediting program.

CONFIRMATION NOTICE, YOUR RIGHT OF RESCISSION. YOU WILL RECEIVE A WRITTEN CONFIRMATION NOTICE FROM YOUR NATURAL GAS AND/OR ELECTRIC UTILITY (IES) OF THE TRANSFER OF YOUR NATURAL GAS AND/OR ELECTRIC SUPPLY SERVICE TO INDRA AND ADVISING YOU OF YOUR RIGHT TO RESCIND YOUR ENROLLMENT WITH INDRA. FOR GAS SUPPLY SERVICE, YOU HAVE 7 BUSINESS DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR NATURAL GAS ENROLLMENT WITH INDRA WITHOUT PENALTY BY CONTACTING YOUR GAS UTILITY (ORALLY OR IN WRITING). FOR ELECTRIC SUPPLY SERVICE, YOU HAVE 7 DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR ELECTRIC ENROLLMENT WITH INDRA WITHOUT PENALTY BY CONTACTING YOUR ELECTRIC UTILITY (ORALLY, ELECTRONICALLY, OR IN WRITING). LENGTH OF AGREEMENT AND TERMINATION. This Agreement will begin when your local utility switches your account to Indra. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If Indra decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address (es). You may terminate this Agreement at any time by: (a) calling (888) 504-6372; (b) sending a letter to 1515 Market Street, Suite 1200, Philadelphia, PA 19102; Οſ (c) emailing

CustomerCare@IndraEnergy.com. Upon termination as provided in this Agreement, you will be returned to your utility's standard service or you may choose another supplier. In any case in which your natural gas and/or electric supply service with Indra is terminated as provided in this Agreement, you will remain obligated to pay for the natural gas and/or electric supply service provided by Indra prior to the effective date of the termination. The effective date of termination will be determined by your utility. Your natural gas and/or electric supply service from indra will terminate automatically without penalty to you if any of the following occurs: (a) your Service Address(es) is not served or no longer served by your utility; (b) you move outside your utility's service area or to an area not served by indra; or (c) indra returns you to your utility's applicable tariff service pursuant to the terms of this Agreement. You may also cancel your natural gas and/or electric supply service with Indra without penalty if you relocate your Service Address(es): (a) outside of the service territory of your gas and/or electric utility(ies); (b) within the service territory of your gas and/or electric utility(ies) if your utility does not permit you to transfer your Indra contract to your new Service Address(es); or (c) to an area where Indra charges a different price for natural gas and/or electric supply service. If you voluntarily return or switch back to your natural gas and/or electric utility after choosing Indra, you may not be served under the same rates, terms, and conditions as those available to other customers served by your natural gas and/or electric utility.

PRICING.

Natural Gas and/or Electric Introductory or Initial Price (when applicable): You will pay an Introductory/Initial Price as set forth in your Confirmation Letter for the time period set forth in your Confirmation Letter, and thereafter, your price for natural gas and/or electric supply service will automatically become for the length of this Agreement either a Variable or Fixed price as described herein and as stated in your Confirmation Letter.

<u>Natural Gas and/or Electric Fixed Price (when applicable)</u>: You will pay a Fixed Price as set forth in your Confirmation Letter for the fixed term indicated in your Confirmation Letter. Before the end of your fixed term, indra will send you a notice with your contract renewal and pricing options.

Natural Gas Variable Price (when applicable): You will pay a Variable Price for natural gas supply service that may vary from month to month as determined by Indra in its sole discretion, based on the wholesale cost of natural gas to the Delivery Point, administrative and regulatory compliance costs, supply and agency functions that Indra performs for you, and other prevailing business considerations and market conditions, plus Indra's costs, expenses and margins. This list of factors is not exhaustive and no single factor will determine the rate.

Electric Variable Price (when applicable): You will pay a variable rate for electric supply service that may vary from month to month as determined by Indra based on the wholesale market prices acquired for energy, any supply and agency functions that Indra performs for you, line loss, certain transmission, capacity, ancillary, administrative and regulatory compliance costs incurred by Indra, alternative and renewable energy requirements, market conditions, expenses and margins.

Natural Gas and/or Electric Supply Price Disclosures: There is no limit on how much the Variable Price of your natural gas

and/or electric supply service may change from one billing cycle to the next and your Variable Price may be higher or lower than your utility's standard offer service rate in any given month. Indra does not guarantee savings in any month or for the entire length of this Agreement. Indra's current and historical prices are not an indicator of future prices. You can access future variable pricing information, updated monthly, bv. visiting Indra's website at https://IndraEnergy.com/ohio/ohio-variable-rates/ or by. calling (888) 504-6372.

<u>Other Charges:</u> You are also responsible for paying and reimbursing Indra for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the natural gas and/or electric supply service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on Indra and/or you by federal, state, and/or local authorities. If you are tax exempt, you must furnish Indra an exemption certificate before service commences. This Agreement does not include utility transportation, delivery, or other charges that your gas or electric utility charges you for those services.

NO EARLY TERMINATION FEE. If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees.

FIXED TERM AUTOMATIC RENEWAL. At least forty-five (45) days before the expiration of your Fixed Term, Indra will provide written notice to you of the Agreement's renewal ("Renewal Notice"). The Renewal Notice will set forth the proposed renewal option(s), including any applicable information required by the Commission. If you do not respond to the Renewal Notice or otherwise terminate this Agreement by notifying Indra in accordance with the Termination section herein, then your Agreement will automatically renew at the rate then in effect in accordance with the terms set forth in the Renewal Notice. Indra can renew this Agreement without your affirmative consent even when there is a change in the rate or other terms and conditions.

RESOURCE MIX, ENVIRONMENTAL CHARACTERISTICS, & RENEWABLE ENERGY INFORMATION. The applicable generation resource mix and environmental characteristics of the electric supply sold by Indra are available at www.indraEnergy.com. This information is. updated periodically following the requirements of the Public Utilities Commission of Ohio. If you select an electric renewable energy product, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States which have been qualified as such.

BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING. You will be billed by your utility(ies) at intervals established by your utility(ies). You will pay Indra's charges for natural gas and/or electric supply service based on meter readings and consumption information that Indra receives from your utility ("Billing Quantity"). You will receive a single monthly bill from your utility that contains both Indra's charges and your utility's charges. Your payment for natural gas and/or electric supply service is due on the date set forth on the bill. You shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by Indra by the due date of the bill, at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You

shall also be responsible for paying Indra's reasonable attorneys' fees, costs, and expenses incurred by it in collecting any such payment from you. If you fail to pay your bill for natural gas and/or electric supply service or you fail to satisfy any agreed upon payment arrangement you may have, your utility may disconnect your service in accordance with the provisions of its tariff. If your utility disconnects your service, this Agreement may be automatically terminated. In addition, if your payment for natural gas and/or electric supply service is not received from you on a timely basis or does not meet any agreed-upon payment plan, Indra may, after 14 calendar days' written notice to you, terminate this Agreement and its natural gas and/or electric supply service to you. You have the right to request from Indra, without charge, up to 24 months of your payment history covering services rendered by Indra, without charge, twice within any 12-month period. Budget Billing is available for both the delivery and natural gas and/or electric supply service portions of your bill. If you are interested in Budget Billing, you should contact your utility and request to be placed on a Budget Billing plan. If your electric utility is Duke Energy Ohio, to request Budget Billing for the electric supply service portion of your electric bill, you should contact Indra and request to be placed on a Budget Billing plan.

CUSTOMER INFORMATION RELEASE. You authorize Indra to begin your enrollment, initiate service to the accounts listed in your Confirmation Letter (or in any addendum) and to obtain historical billing data and other information about you ("Customer Information") from your natural gas and/or electric utility (ies), so that Indra can start and continue its service to you. Indra reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers to be unsatisfactory. For your natural gas supply, Indra will not release your social security number, account number(s), or any other Customer Information without your express written or electronic consent, except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code, or if it sells or assigns this Agreement to another third-party supplier. For your electric supply, Indrawill not release your social security number, account number(s) without your written or electronic consent, except for Indra's own collections and/or credit reporting, participation in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or if it sells or assigns this Agreement to another third-party supplier.

DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE. Contact Indra at (888) 504-6372 (toll free), by U.S. mail at 1515 Market Street, Suite 1200, Philadelphia, PA 19102, or by e-mail at CustomerCare@IndraEnergy.com, if you have any questions or complaints about your service under this Agreement, if your complaint is not resolved after you have contacted Indra and/or your 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 8 a.m. to 5 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 8 a.m. to 5 p.m. weekdays, or at www.pickocc.org.

ELECTRONIC COMMUNICATION. Unless otherwise required by law, if you provide Indra with your email address, you agree that Indra may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying Indra of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if transmitted to you at the email address provided to Indra by you.

FORCE MAJEURE. Neither Indra nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing under this Agreement.

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NO WARRANTIES. INDRA ENERGY MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. APPLICABLE LAWS, ETC. This Agreement is subject to all

applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

AGREEMENT DETAILS. Our full, legal name is Palmco Power OH, LLC dba Indra Energy for electric supply service and Palmco Energy OH, LLC dba Indra Energy for natural gas supply service, but we have used "we", "us", "our" or "Indra Energy" to refer to ourselves for the purposes of this Agreement. We use "you" or "your" to refer to you, the customer.

MISCELLANEOUS. Indra assumes no responsibility or liability for the following items that are the responsibility of the utility (ies): operation and maintenance of the utility's natural gas and/or electrical system, any interruption of service, termination of service, and deterioration of the utility's service. This Agreement is the entire understanding between you and Indra with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. Indrawill not make a material change to the terms of this Agreement without first obtaining your consent in writing or through third party verification (TPV), except if due a change in market conditions, Indra wishes lower the price (per ccf or mcf or kilowatt-hour as applicable) charged under this Agreement and no other terms and conditions are changed. You may not assign this Agreement without Indra's prior written consent. Indra may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the rules and procedures of the PUCO, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties hereto. No delay or failure by either you or Indra to exercise any right or remedy to which either party may be entitled to herein will constitute a waiver of that right or remedy.

EMERGENCIES. IN THE EVENT OF A GAS OR ELECTRICITY-RELATED EMERGENCY, SUCH AS A GAS OR ELECTRIC OUTAGE OR GAS LEAK, YOU SHOULD IMMEDIATELY CONTACT YOUR LOCAL UTILITY.

V.E.18-10.01

		Indra Ene	rgy					
	Projecte	ed Data for the 2	018 Calen	dar Year				
	Actual Dat	ta for the Period	01/01/18	to 6/30/18				
Generation		Projected			Actual			
Resource		riojecteu						
Mix -	Natural Gas	Other		011 0.5		Solar		
A comparison between the	26%_	_0.5%	N	latural Gas	-0.5%			
sources of		-		28.5%		oal 0%		
generation	Hydro X	Co	al	Y	1 1 3	0%		
projected to be	1%	351						
used to generate			1.10	Hydro		Biomas:		
this product and	Wind			1.5%	r T	0.5%		
the actual	2.5%		mass					
resources used	Nuclear	0.	.5%	Wind _	Nucle	ear		
during this period.	34.5%			3%	359	6		
Environmental	Biomass Power		Air Em	issions and Solid	Waste			
Characteristics-	Coal Power			issions and Solid				
	Hydro Power		Wildlife Impacts					
A description of	Natural Gas Power		Air Emissions and Solid Waste					
the characteristics	Nuclear Power			ctive Waste				
associated with	Oil Power			Air Emissions and Solid Waste				
each possible generation	Other Sources		Unkno	Unknown Impacts				
resource.	Solar Power		No Sigi	No Significant Impacts				
	Unknown Purchase	d Resources	Unknown Impacts					
	Wind Power		Wildlif	e Impacts				
Air Emissions –	<u> </u>							
Product-specific		mundunumuling	malana	annanan I				
projected and	Carbon dioxide	numpuummummum	uuuuuuu					
actual air					Actual			
emissions for this	Nitrogen oxides			and and a second second				
period compared to the regional		nnannannannanna an an an an an an an an	annannan an a	and a second second	N Project	ed		
average air	Sulfur Dioxide		3333		k			
emissions.	Sultur Dioxide		en de la constante de la consta La constante de la constante de					
	1		1.1.1	Regional Ave	rage			
Radioactive						-		
Waste -		Type:	-	Quanti	hur	1		
			11-1-					
Radioactive waste	High-Level Radioa	ictive waste	Unkno	own	Lbs./1,000 kWh			
associated with the	Low-Level Radioad	ctive Waste	Unkno	own				
product.					Ft ³ /1,000 kWh			

Cheryl Smith

From: Sent: To: Subject: Daniel Anderson <contactthepuco@puc.state.oh.us> Friday, May 17, 2019 10:14 AM Indra Energy Compliance PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00502602 [ref:_00Dt0GzXt._ 500t0lg3z2:ref]



PUBLIC UTILITIES COMMISSION OF OHIO Second Request for Information Regarding the Initial Submission of a Consumer Complaint Please Respond Within 3 Days

CASE ID: 00502602 CUSTOMER: SERVICE ADDRESS: AIQ: Palmco Energy OH LLC SERVICE ACCOUNT NUMBER: NIQ:

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. $4901:1-21-06(D)(1)(h)(v)^{}$

DESCRIPTION OF ISSUE:

An initial complaint was sent to you on May 9. Please review the customer's concerns and respond within three business days. Sincerely,

Daniel Anderson on behalf of Andrea Smith

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Supervisor - HHG/Telecom

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

ref:_00Dt0GzXt._500t0Ig3z2:ref

Cheryl Smith

From: Sent: To: Subject: Andrea Smith <contactthepuco@puc.state.oh.us> Friday, May 31, 2019 12:56 PM Indra Energy Compliance PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00502603 [ref:_00Dt0GzXt._ 500t0lg405:ref]



PUBLIC UTILITIES COMMISSION OF OHIO Consumer Services Division Memorandum

CASE ID: 00502603	
CUSTOMER:	
SERVICE ADDRESS:	Vienna, Ohio 44473
AIQ: Palmco Power OH LLC	
SERVICE ACCOUNT NUMBER:	
NIQ:	

To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. Thank you!

DESCRIPTION OF ISSUE: An initial complaint was sent to you on May 9 & 17. Please review the customer's concerns and respond within three business days.

Mr. states he is a senior citizen on a fixed income. At the beginning of the year a representative came to his door and lied to him. He states the representative told him if he enrolled with them they would save him money. His bills increased and currently has a balance of \$356.81 and a disconnect notice. His bills normally ran \$75.00 or below. He would like to know where his savings is?

-Do you have record of customer?

-If so, when and how was customer signed up?

-Please send copy of signed contract, TPV and sales call.

-Was the customer told if he signed up, he would save money?

-If so, why?

-Do you have record of customer calling about the rates?

-If so, when and what was explained to the customer?

-Is there an early termination fee if the customer cancels?

-If so, how much?

-Any additional information you could provide would be greatly appreciated. Since**re**ly,

Andrea Smith

Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) <u>www.PUCO.ohio.gov</u>

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

ref:_00Dt0GzXt._500t0Ig405:ref

Cheryl Smith

From: Sent: To: Cc: Subject: Attachments: Jacqueline Maldonado Monday, June 17, 2019 11:52 AM Bellkys Castillo

HEHATE.XLSX

PH	l#:	Name:					Acct	:
Begin Date	End Date	Billed Usage	Supply	Charge	ReRate To:	ReRate Total		mt Due Istomer
2/24/2019	3/26/2019	562	\$	98.57	0.05440	30.57	\$	68.00
1/26/2019	2/23/2019	567	\$	113.62	0.05440	30.84	\$	82.78
12/22/2018	1/25/2019	663	\$	33.81	0.05440	36.07	\$	(2.26)
11/24/2018	12/21/2018	501	\$	25.55	0.05440	27.25	\$	(1.70)
							\$	146.81

and DEOHG

PH#:		-	Name:					
Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
3/4/2019	4/2/2019	60	\$ 88.76	0.29250	17.55	1.18	18.73	\$ 70.03
2/1/2019	3/4/2019	76	\$ 140.88	0.30200	22.95	1.55	24.50	\$ 116.38
1/3/2019	2/1/2019	83	\$ 21.58	0.37120	30.81	1	30.81	\$ (9.23)
11/30/2018	1/3/2019	67	\$ 17.42	0.47850	32.06		32.06	\$ (14.64)
								\$ 162.54

Jacqueline Maldonado - Compliance Supervisor



1515 Market Street, Suite 1200 Philadelphia, PA 19102 P: 888.504.6372 F: 718.851.2427

From: Bellkys Castillo Sent: Monday, June 17, 2019 11:37 AM To: Jacqueline Maldonado

Cc: Keenia Joseph	
Subject:	anc

Jackie:

Please provide the calculations to both energy accounts. Attached are the charges for each from P2C.

Thanks.

Bellkys Castillo - Compliance Supervisor



1515 Market Street, Suite 1200 Philadelphia, PA 19102 P: 888.504.6372 F: 718.851.2427

2

Cheryl Smith

From: Sent: To: Cc: Subject: Bellkys Castillo Monday, June 17, 2019 12:22 PM Jacqueline Maldonado Keenia Josenh RE: Anna Josenh RE: Anna Josenh

Thank you, Jackie.

Please proceed with the credit for each energy account as you have calculated (\$146.81 and \$162.54).

PH	悌		Name:				Acci	t:
					· •			
Begin Date	End Date	Billed	Sunnly	Charge	Reflate	ReRate	A	mt Due
begin bate		Usage	Subbil	CONTRE	To:	Total	Cu	stomer
2/24/2019	3/26/2019	562	s	98.57	0.05440	30.57	\$	68.00
1/26/2019	2/23/2019	567	\$	113.62	0.05440	30.84	\$	82.78
12/22/2018	1/25/2019	663	\$	33.81	0.05440	36,07	\$	(2.26)
11/24/2018	12/21/2018	501	S	25.55	0.05440	27.25	\$	(1.70)
							5	146.81

PH	lik:		Name:	_		Acct:		
				•		_		
Begin Date	End Date	Billed	Supply Charge	Reflate	Refate	ReRate Tax	Reflate	Amt Due
begin bate	CIU DALE	Usage	(with tax)	To:	PreTax		Total	Customer
3/4/2019	4/2/2019	60	\$ 88.76	0.29250	17.55	1.18	18.73	\$ 70.03
2/1/2019	3/4/2019	75	\$ 140.88	0.30200	22.95	1.55	24.50	\$ 116.38
1/3/2019	2/1/2019	83	\$ 21.58	0.37120	30.81	-	30.81	\$ (9.23)
11/30/2018	1/3/2019	67	\$ 17.42	0.47850	32.06	•	32.06	\$ (14.64)
								\$ 162.54

Thank you.

Bellkys Castillo - Compliance Supervisor



1515 Market Street, Suite 1200 Philadelphia, PA 19102 P: 888.504.6372 F: 71B.851.2427

From: Jacqueline Maldonado Sent: Monday, June 17, 2019 11:52 AM

To: Bellkys Castillo <bcastillo@indraenergy.com> Cc: Keenia Joseph <kjoseph@indraenergy.com> Subject: RE: Mickey Staul

-		100	Nan	ne:			Acct	:	-		
Da	ate	Billed Usage	Supp	oly Charge	ReRate To:	ReRate Total		nt Due stomer			
6/2	2019	562	\$	98.57	0.05440	30.57	\$	68.00			
3/2	2019	567	\$	113.62	0.05440	30.84	\$	82.78			
5/2	2019	663	\$	33.81	0.05440	36.07	\$	(2.26)			
1/2	2018	501	\$	25.55	0.05440	27.25	\$	(1.70)			
							\$	146.81			
			Nan	ne:			Acct	:	_		
Da	ite		Supp	oly Charge		ReRate		: Rate Tax	ReRate	1.57	mt Due
	-	Usage	Supp (w	oly Charge /ith tax)	To:	ReRate PreTax		Rate Tax	Total	Cu	ustomer
2/2	2019	Usage 60	Supp (w \$	oly Charge /ith tax) 88.76	To: 0.29250	ReRate PreTax 17.55		Rate Tax	Total 18.73	Cu \$	vstomer 70.03
2/2	2019	Usage 60 76	supp (w \$ \$	oly Charge /ith tax)	To:	ReRate PreTax 17.55 22.95		Rate Tax	Total 18.73 24.50	Cu S S	70.03 116.38
2/2	2019	Usage 60	supp (w \$ \$	oly Charge /ith tax) 88.76	To: 0.29250	ReRate PreTax 17.55		Rate Tax	Total 18.73	Cu \$	70.03 116.38
2/2	2019	Usage 60 76	Supp (w \$ \$ \$	oly Charge vith tax) 88.76 140.88	To: 0.29250 0.30200	ReRate PreTax 17.55 22.95		Rate Tax	Total 18.73 24.50	Cu S S	70.03 116.38

Jacqueline Maldonado - Compliance Supervisor



1515 Market Street, Suite 1200 Philadelphia, PA 19102 P: 888.504.6372 F: 718.851.2427

From: Bellkys Castillo Sent: Monday, June 17, 2019 11:37 AM To: Jacqueline Maldonado Cc: Keenia Joseph Subject:

Jackie:

Please provide the calculations to both energy accounts. Attached are the charges for each from P2C.

Thanks.

Bellkys Castillo - Compliance Supervisor



1515 Market Street, Suite 1200 Philadelphia, PA 19102 P: 888.504.6372 F: 718.851.2427

Cheryl Smith

From:	Indra Energy Compliance
Sent:	Thursday, June 06, 2019 11:49 AM
To;	'Andrea Smith'
Cc:	Indra Energy Compliance
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00502603 [ref:_00Dt0GzXt
-	500t0lg405;ref]
Attachments:	TPV.mp3; Approximation Package Electric.pdf; Confirmation Package Electric.pdf;
	Confirmation Package Gas.pdf

Good morning.

The customer authorized the enrollment of his electric and natural gas accounts on October 25, 2018, via a door-to-door sale, into our variable rate plan at an introductory rate of \$0.05100 per kWh and \$2.60000 per Mcf, both for the first two billing cycles, and a variable rate thereafter. Attached is the sales agreement executed by the customer, Third-Party Verification voluntarily conducted by the customer and the enrollment confirmation packet, inclusive of the terms and conditions of service, sent to the customer for each energy account, which clearly states that:

"Variable Price may be higher or lower than your utility's standard affer service rate in any given month. Indro daes not guarantee savings in any month or for the entire length of this Agreement."

The enrollment was submitted to the customer's utility company on October 31, 2018, for the customer's electric account, and November 12, 2018, for the customer's natural gas account, with a service start date received from the utility of November 24 and November 30, 2018, respectively. On April 6, 2019, the customer requested cancellation of his energy accounts, which we immediately processed, and received a service end of date from the utility of March 26, 2019, for the electric account, and April 2, 2019, for the natural gas account. Please note there is no early termination fee assessed to either of the customer's energy accounts.

To resolve this matter, a flat credit was applied to the customer's electric account in the amount of \$68.00 on June 1, 2019.

Regards,

Bellkys Castillo – Compliance Supervisor

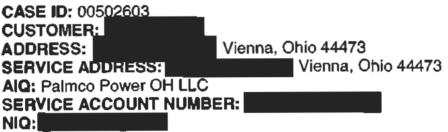


1515 Market Street, Suite 1200 Philadelphia, PA 19102 P: 888.504.6372 F: 718.851.2427

From: Andrea Smith <contactthepuco@puc.state.oh.us> Sent: Thursday, May 9, 2019 1:S0 PM To: Indra Energy Compliance <Compliance@indraenergy.com> Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00502603 [ref:_00Dt0GzXt._500t0lg405:ref }



Initial Submission of a Consumer Complaint Provider of Electric Please Respond Within 3 Business Days



Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE: Mr **Example** states he is a senior citizen on a fixed income. At the beginning of the year a representative came to his door and lied to him. He states the representative told him if he enrolled with them they would save him money. His bills increased and currently has a balance of \$356.81 and a disconnect notice. His bills normally ran \$75.00 or below. He would like to know where his savings is?

-Do you have record of customer?

-If so, when and how was customer signed up?

-Please send copy of signed contract, TPV and sales call.

-Was the customer told if he signed up, he would save money?

-If so, why?

-Do you have record of customer calling about the rates?

-If so, when and what was explained to the customer?

-Is there an early termination fee if the customer cancels?

-If so, how much?

-Any additional information you could provide would be greatly appreciated. Sincerely,

Andrea Smith

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

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_			1515 Markal Street, Sulla 1200
odra °			Philodelphin, PA 19102 CustomerCore@indreEnergy.com
ENERGY			Website: www.indraEnorpy.com Phone: (568) 504-6372
οu	OR-TO DOOR ENROLLMENT FORM (OI	110)	VE18-10.01
	CUSTOMER INFORMATION		4 41
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			ie: OH Zip Code: 444
rvice Address:	City:		e: Zip Code: <u>777</u>
hone Number:] Home	s. Throns
	ACCOUNT INFORMATION	110110	
hird Party Verification # (TPV):	69305	1838	
ccount Holder's Name on <u>Electricity</u> Acco	wint:	~~~	
ectricity Utility Account Number:			
	Prode	ct Code:	Vartable
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vo phase Fixed Electric Rate			
mb-90150 With Rate of \$ 1051 per i	kWh in the first month followed by a Fixed Rale	of \$ pe	r kWh for the remaining months
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Blassa Baad	ACKNOWLEDGEMENT FORM Carefully and Initial In the Appropriate 5	hacer	
The representative stated that holdho was repres			bution Company.
The representative explained that by signing the a	ennal ment form i was enlaring into an agreement	loontract for Indra b	o supply my electricity and/
The representative explained to me the price for			
For vertable rate customers only: The represent until either indra or I decide to cancel the contr	lative explained that the contract is for one monit act. I can access my future variable pricing into	i and will continue rmation at: https://	on a month-to-month basis Indraanergy.com/ohio/ohio-
variable-rains. For fixed rate customers only. The representativ	re explained to me that the contract is for a lotal to	monthe monthe	s and it will be automatically
renewed at the end of my fixed rate, to the rate # The representative explained my right to cancel	nau is men in eraci, in scondance with my Rene	wainudic⊯ send ¶er	nis ana Condillonis.
The representative left two completed right to cer	ncel natices with me		
The representative disclosed that no early termin	alion liability (se would apply, if I cancel the conte	æct.	
	CUSTOMER AUTHORIZATION		
I understand my electric and/or natural g premise and will continue to respond to ar		he delivery of e	lectricity and/or natural gas to my
I understand that my utility(ies) will send Service.	me a single bill covering my electric and	or natural gas d	elivery service. and indra's supply
I understand that Indra does not guarante		C DOIAD TA II-	WOUT OF THE STRAN MUSICAN A CO
TIAL COOLING OFF PERIOD: YOU, THE BUYER, TER THE DATE OF YOU RECEIVE COPIES OF YI ONT.	HIS AGREEMENT. SEE ATTACHED NOTICE OF	CANCELLATION	FORM FOR AN EXPLANTION OF THIS
Rught. URTHER RIGHT(8) OF RESCISSION: Thereafter, Y ym your uilliny, to rescind this Agreement wilhout (20)	fou, the buyer, have until the seventh day after any anything. You must contact your utility to res	the postmerk date	on your enrolment confirmation notice,
y signing below, you agree to the terms and condition			Manae aide.
OF: INDRA EMERGY (SELLER)	By:		
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OH-E	4 000595 2



Indra Energy 1515 Market Street, Suite 1200 Philadelphia, PA, 19102

w: IndraEnergy.com e: CustomerCare@IndraEnergy.com toll free: 1 (888) 50-INDRA 1 (888) 504 6372

10/29/2018



Thank you for choosing Indra Energy as your energy supplier!

This letter is confirming your selection of Indra Energy as your **electricity supplier and this package contains a** copy of the *Terms and Conditions* of your service with Indra Energy.

We are currently processing your enrollment

Your enrollment will be sent to **Ohio Edison**. You will receive a confirmation notice from **Ohio Edison** confirming your selection of Indra Energy as your electricity supplier. Your service will begin with your first meter read by your utility after your enrollment is accepted, which may take up to 1-2 billing cycles. If you decide to rescind your enrollment request, per Ohio state regulations, you must contact your utility to do so.

If, for any reason, we are unable to enroll your account we will be sure to contact you to resolve the issue.

Below is a summary of your service account with indra Energy:

Utility Account Number:

Rate Plan: Introductory Rate of \$0.05100/kWh for the first two billing cycles, and a variable rate thereafter. To access future variable pricing information, updated monthly, visit Indra's website at https://IndraEnergy.com/ohio/ohio-variable-rates/.

Cancellation Fees: None.

Budget Billing: Available upon request.

Renewable Energy Product Information: One hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States.

Your feedback is important to us!

You may receive a phone call from us to obtain your feedback regarding your enrollment experience. If not, we'd love to hear from you, so please call us at the number below.

Questions?

If you have any questions, please feel free to contact us at 888-504-6372 weekdays 8:00 am to 7:00 pm or email us at *CustomerCare@IndraEnergy.com*.

Thank you again for choosing us as your energy supplier!

Sincerely,

Indra Energy Customer Care

PS. Learn how to refer friends for rewards! Visit IndraEnergyRewards.com



OHIO TERMS AND CONDITIONS

INTRODUCTION. This is an agreement, together with your Confirmation Letter, and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between Indra Energy ("Indra") and you for natural gas supply service and/or electric supply service at each of the account service addresses listed in your Confirmation Letter (or in an addendum). You agree to authorize a switch of your natural gas and/or electric supply service to Indra and to purchase all the natural gas and/or electricity required to service each of the accounts listed in your Confirmation Letter (or listed in an addendum) at a price as described in this Agreement.

ACKNOWLEDGEMENT. You acknowledge as follows: (A) Any Indra sales representative with whom you have spoken represents Indra and is not from your utility or affiliated with your utility. (B) You are the named customer on each of the account(s) listed above (or in any addendum), or you are the spouse of the named customer on such account(s), or you are over 18 years old and authorized to make decisions concerning. such account(s). (C) Indra will not charge you a fee to switch to Indra as your natural gas and/or electric supplier. (D) Your utility (ies) will continue to deliver your gas and/or electricity and send you your natural gas and/or electricity bills, which will contain both your utility's charges and Indra's charges. (E) Indra does not guarantee savings or promise rates lower than your utility (ies). (F) Your incumbent natural gas and/or electric utility may charge you switching fees. (G) There are no cancellation fees under this Agreement. (H) You are not currently approved for or enrolled in PIPP and/or any other such utility arrearage crediting program.

CONFIRMATION NOTICE, YOUR RIGHT OF RESCISSION. YOU WILL RECEIVE A WRITTEN CONFIRMATION NOTICE FROM YOUR NATURAL GAS AND/OR ELECTRIC UTILITY (IES) OF THE TRANSFER OF YOUR NATURAL GAS AND/OR ELECTRIC SUPPLY SERVICE TO INDRA AND ADVISING YOU OF YOUR RIGHT TO RESCIND YOUR ENROLLMENT WITH INDRA. FOR GAS SUPPLY SERVICE, YOU HAVE 7 BUSINESS DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR NATURAL GAS WITH INDRA WITHOUT PENALTY ENROLLMENT BY. CONTACTING YOUR GAS UTILITY (ORALLY OR IN WRITING). FOR ELECTRIC SUPPLY SERVICE, YOU HAVE 7 DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR ELECTRIC ENROLLMENT WITH INDRA WITHOUT PENALTY BY CONTACTING YOUR ELECTRIC UTILITY (ORALLY, ELECTRONICALLY, OR IN WRITING). LENGTH OF AGREEMENT AND TERMINATION. This Agreement will begin when your local utility switches your account to Indra. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If Indra decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address (es). You may terminate this Agreement at any time by: (a) calling (888) 504-6372; (b) sending a letter to 1515 Market Street, Suite 1200, Philadelphia, 19102; (c)emailing PA. **o**r

CustomerCare@IndraEnergy.com. Upon termination as provided in this Agreement, you will be returned to your utility's standard service or you may choose another supplier. In any case in which your natural gas and/or electric supply service with Indra is terminated as provided in this Agreement, you will remain obligated to pay for the natural gas and/or electric supply service provided by Indra prior to the effective. date of the termination. The effective date of termination will be determined by your utility. Your natural gas and/or electric supply service from Indra will terminate automatically without penalty to you if any of the following occurs: (a) your Service Address(es) is not served or no longer served by your utility; (b) you move outside your utility's service area or to an area not served by indra; or (c) indra returns you to your utility's applicable tariff service pursuant to the terms of this Agreement. You may also cancel your natural gas and/or electric supply service with Indra without penalty if you relocate your Service Address(es): (a) outside of the service territory of your gas and/or electric utility(ies); (b) within the service territory of your gas and/or electric utility(ies) if your utility does not permit you to transfer your Indra contract to your new Service Address(es); or (c) to an area where Indra charges a different price for natural gas and/or electric supply service. If you voluntarily return or switch back to your natural gas and/or electric utility after choosing Indra, you may not be served under the same rates, terms, and conditions as those available to other customers served by your natural gas and/or electric utility.

PRICING.

Natural Gas and/or Electric Introductory or Initial Price (when applicable): You will pay an Introductory/Initial Price as set forth in your Confirmation Letter for the time period set forth in your Confirmation Letter, and thereafter, your price for natural gas and/or electric supply service will automatically become for the length of this Agreement either a Variable or Fixed price as described herein and as stated in your Confirmation Letter.

Natural Gas and/or Electric Fixed Price (when applicable): You will pay a fixed Price as set forth in your Confirmation Letter for the fixed term indicated in your Confirmation Letter. Before the end of your fixed term, Indra will send you a notice with your contract renewal and pricing options.

<u>Natural Gas Variable Price (when applicable):</u> You will pay a Variable Price for natural gas supply service that may vary from month to month as determined by Indra in its sole discretion, based on the wholesale cost of natural gas to the Delivery Point, administrative and regulatory compliance costs, supply and agency functions that Indra performs for you, and other prevailing business considerations and market conditions, plus Indra's costs, expenses and margins. This list of factors is not exhaustive and no single factor will determine the rate.

<u>Electric Variable Price (when applicable)</u>: You will pay a variable rate for electric supply service that may vary from month to month as determined by Indra based on the wholesale market prices acquired for energy, any supply and agency functions that Indra performs for you, line loss, certain transmission, capacity, ancillary, administrative and regulatory compliance costs incurred by Indra, alternative and renewable energy requirements, market conditions, expenses and margins.

Natural Gas and/or Electric Supply Price Disclosures: There is no limit on how much the Variable Price of your natural gas

and/or electric supply service may change from one billing cycle to the next and your Variable Price may be higher or lower than your utility's standard offer service rate in any given. month. Indra does not guarantee savings in any month or for the entire length of this Agreement. Indra's current and historical prices are not an indicator of future prices. You can access future variable pricing information, updated monthly, Indra's website bv. visiting at https://IndraEnergy.com/ohio/ohio-variable-rates/ by or calling (888) 504-6372.

<u>Other Charges</u>: You are also responsible for paying and reimbursing Indra for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the natural gas and/or electric supply service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on Indra and/or you by federal, state, and/or local authorities. If you are tax exempt, you must furnish Indra an exemption certificate before service commences. This Agreement does not include utility transportation, delivery, or other charges that your gas or electric utility charges you for those services.

NO EARLY TERMINATION FEE. If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees.

FIXED TERM AUTOMATIC RENEWAL. At least forty-five (45) days before the expiration of your Fixed Term, Indra will provide written notice to you of the Agreement's renewal ("Renewal Notice"). The Renewal Notice will set forth the proposed renewal option(s), including any applicable information required by the Commission. If you do not respond to the Renewal Notice or otherwise terminate this Agreement by notifying Indra in accordance with the Termination section herein, then your Agreement will automatically renew at the rate then in effect in accordance with the terms set forth in the Renewal Notice. Indra can renew this Agreement without your affirmative consent even when there is a change in the rate or other terms and conditions.

RESOURCE MIX, ENVIRONMENTAL CHARACTERISTICS, & RENEWABLE ENERGY INFORMATION. The applicable generation resource mix and environmental characteristics of the electric supply sold by Indra are available at www.IndraEnergy.com. This information is updated periodically following the requirements of the Public Utilities Commission of Ohio. If you select an electric renewable energy product, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States which have been qualified as such.

BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING. You will be billed by your utility(ies) at intervals established by your utility(ies). You will pay Indra's charges for natural gas and/or electric supply service based on meter readings and consumption information that Indra receives from your utility ("Billing Quantity"). You will receive a single monthly bill from your utility that contains both Indra's charges and your utility's charges. Your payment for natural gas and/or electric supply service is due on the date set forth on the bill. You shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by Indra by the due date of the bill, at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You

shall also be responsible for paying Indra's reasonable attorneys' fees, costs, and expenses incurred by it in collecting any such payment from you. If you fail to pay your bill for natural gas and/or electric supply service or you fail to satisfy any agreed upon payment arrangement you may have, your utility may disconnect your service in accordance with the provisions of its tariff. If your utility disconnects your service, this Agreement may be automatically terminated. In addition, if your payment for natural gas and/or electric supply service is not received from you on a timely basis or does not meet any agreed-upon payment plan, Indra may, after 14 calendar days' written notice to you, terminate this Agreement and its natural gas and/or electric supply service to you. You have the right to request from Indra, without charge, up to 24 months of your payment history covering services rendered by Indra, without charge, twice within any 12-month period. Budget Billing is available for both the delivery and natural gas and/or electric supply service portions of your bill. If you are interested in Budget Billing, you should contact your utility and request to be placed on a Budget Billing plan. If your electric utility is Duke Energy Ohio, to request Budget Billing for the electric supply service portion of your electric bill, you should contact Indraand request to be placed on a Budget Billing plan.

CUSTOMER INFORMATION RELEASE. You authorize Indra to begin your enrollment, initiate service to the accounts listed in your Confirmation Letter (or in any addendum) and to obtain historical billing data and other information about you ("Customer Information") from your natural gas and/or electric utility (ies), so that Indra can start and continue its service to you. Indra reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers to be unsatisfactory. For your natural gas supply, Indra will not release your social security number, account number(s), or any other Customer Information without your express written or electronic consent, except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code, or if it sells or assigns this Agreement to another third-party supplier. For your electric supply, Indra will not release your social security number, account number(s) without your written or electronic consent, except for Indra's own collections and/or credit reporting, participation in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or if it sells or assigns this Agreement to another third-party supplier.

DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE. Contact Indra at (888) 504-6372 (toll free), by U.S. mail at 1515 Market Street, Suite 1200, Philadelphia, PA 19102, or by e-mail at CustomerCare@IndraEnergy.com, if you have any questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted Indra and/or your 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 8 a.m. to 5 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 8 a.m. to 5 p.m. weekdays, or at www.pickocc.org.

ELECTRONIC COMMUNICATION. Unless otherwise required by law, if you provide Indra with your email address, you agree that Indra may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying Indra of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if transmitted to you at the email address provided to Indra by you.

FORCE MAJEURE. Neither Indra nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing under this Agreement.

LIMITATION OF LIABILITY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, NEITHER YOU NOR INDRA WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.

ARBITRATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY, IT MAY BE RESOLVED THROUGH ARBITRATION. INCLUDED ARE ALL ISSUES. CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO ANY ASPECT OF YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE. ANY SUCH ARBITRATIONS PERMITTED BY APPLICABLE OHIO LAW SHALL BE CONDUCTED ON AN INDIVIDUAL (ANO NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WITH INDRA PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS IN YOUR STATE AND THE **REGULATIONS OF ANY AGENCY IN YOUR STATE WITH** JURISDICTION OVER RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS.

NO WARRANTIES. INDRA ENERGY MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. <u>APPLICABLE LAWS, ETC.</u> This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

AGREEMENT DETAILS. Our full, legal name is Palmco Power OH, LLC dba Indra Energy for electric supply service and Palmco Energy OH, LLC dba Indra Energy for natural gas supply service, but we have used "we", "us", "our" or "indra Energy" to refer to ourselves for the purposes of this Agreement. We use "you" or "your" to refer to you, the customer.

MISCELLANEOUS. Indra assumes no responsibility or liability for the following items that are the responsibility of the utility (ies): operation and maintenance of the utility's natural gas and/or electrical system, any interruption of service, termination of service, and deterioration of the utility's service. This Agreement is the entire understanding between you and Indra with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. Indrawill not make a material change to the terms of this Agreement. without first obtaining your consent in writing or through third party verification (TPV), except if due a change in market conditions. Indra wishes lower the price (per ccf or mcf or kilowatt-hour as applicable) charged under this Agreement and no other terms and conditions are changed. You may not assign this Agreement without Indra's prior written consent. Indramay sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement. and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the rules and procedures of the PUCO, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties hereto. No delay or failure by either you or Indra to exercise any right or remedy to which either party may be entitled to herein will constitute a waiver of that right or remedy.

EMERGENCIES. IN THE EVENT OF A GAS OR ELECTRICITY-RELATED EMERGENCY, SUCH AS A GAS OR ELECTRIC OUTAGE OR GAS LEAK, YOU SHOULD IMMEDIATELY CONTACT YOUR LOCAL UTILITY.

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		Indra Energy			_			
	Projected Da	ata for the 2018	Calendar Year					
	Actual Data for	the Period 01/0	01/18 to 6/30/18					
Generation		Projected		Actual				
Resource	and the second sec	rojecteu	0110	1				
Mix -	Natural Gas	Other	OII D.	5%_ Other	Solar 0.5%			
A comparison between the	26%_	_0.5%	Natural Gas	1/				
sources of		~	28.5%	Con 30				
generation	Hydro X	Coal	X X		70			
projected to be	1%	35%						
used to generate	THE		Hydro		Biomas 0.5%			
this product and	Wind 2.5%		1.5%		0.5%			
the actual resources used		Biomass 0.5%						
during this period.	Nuclear 34.5%	0.3%	Wind _/	Nuclea	ar			
during this period.	34.376		3%	35%				
Environmental	Biomass Power		Air Emissions and Solic					
Characteristics-	Coal Power		Air Emissions and Solic	Waste				
A description of	Hydro Power		Wildlife Impacts					
the characteristics	Natural Gas Power		Air Emissions and Solid Waste					
associated with	Nuclear Power		Radioactive Waste					
each possible	Oil Power		Air Emissions and Solid Waste					
generation	Other Sources Solar Power		Unknown Impacts No Significant Impacts					
resource.	Unknown Purchased Reso		Unknown Impacts					
	Wind Power		Wildlife Impacts					
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Air Emissions –								
Product-specific	Lunning	L	Lanna I	1	10			
projected and	Carbon dioxide				- 10 1			
actual air				DV ARIA	-1			
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period compared		unnunnunnun	terminen den men men de	≫ Projecte	d			
to the regional average air	Caller Namida	haankaan			_, [
emissions.	Sulfur Dioxide	(1921)99090 (1920)99090						
	1	1 1	Regional Ave	erage				
Radioactive								
Waste –	Type:		Quant	tity:				
Radioactive waste	High-Level Radioactive	Waste	Unknown					
associated with the	Low-Level Radioactive	Waste	Unknown	Lbs./1,000 kWh				
product.				Ft ³ /1,000 kWh				

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Indra Energy 1515 Market Street, Suite 1200 Philadelphia, PA, 19102

w: IndraEnergy.com e: CustomerCare@indraEnergy.com toll free: 1 (888) 50-INDRA 1 (888) 504 6372

10/29/2018



Vienna, OH 44473

Thank you for choosing Indra Energy as your energy supplier!

This letter is confirming your selection of Indra Energy as your **natural gas** supplier and this package contains a copy of the *Terms and Conditions* of your service with Indra Energy.

We are currently processing your enrollment

Your enrollment will be sent to **Dominion East Ohio**. You will receive a confirmation notice from **Dominion East Ohio** confirming your selection of Indra Energy as your **natural gas** supplier. Your service will begin with your first meter read by your utility after your enrollment is accepted, which may take up to 1-2 billing cycles. If you decide to rescind your enrollment request, per Ohio state regulations, you must contact your utility to do so.

If, for any reason, we are unable to enroll your account we will be sure to contact you to resolve the issue.

Below is a summary of your service account with Indra Energy.

Utility Account Number:

Rate Plan: Introductory Rate of \$2.60000/Mcf for the first two billing cycles, and a variable rate thereafter. To access future variable pricing information, updated monthly, visit Indra's website at https://IndraEnergy.com/ohio/ohio-variable-rates/.

Cancellation Fees: None.

Budget Billing: Please contact Dominion East Ohio.

Your feedback is important to us!

You may receive a phone call from us to obtain your feedback regarding your enrollment experience. If not, we'd love to hear from you, so please call us at the number below.

Questions?

If you have any questions, please feel free to contact us at 888-504-6372 weekdays 8:00 am to 7:00 pm or email us at *CustomerCore@IndroEnergy.com*.

Thank you again for choosing us as your energy supplier!

Since rely,

Indra Energy Customer Care

PS. Learn how to refer friends for rewards! Visit IndraEnergyRewards.com



OHIO TERMS AND CONDITIONS

INTRODUCTION. This is an agreement, together with your Confirmation Letter, and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between Indra Energy ("Indra") and you for natural gas supply service and/or electric supply service at each of the account service addresses listed in your Confirmation Letter (or in an addendum). You agree to authorize a switch of your natural gas and/or electric supply service to Indra and to purchase all the natural gas and/or electricity required to service each of the accounts listed in your Confirmation Letter (or listed in an addendum) at a price as described in this Agreement.

ACKNOWLEDGEMENT. You acknowledge as follows: (A) Any Indra sales representative with whom you have spoken represents Indra and is not from your utility or affiliated with your utility. (B) You are the named customer on each of the account(s) listed above (or in any addendum), or you are the spouse of the named customer on such account(s), or you are over 18 years old and authorized to make decisions concerning. such account(s). (C) Indra will not charge you a fee to switch to Indra as your natural gas and/or electric supplier. (D) Your utility (ies) will continue to deliver your gas and/or electricity and send you your natural gas and/or electricity bills, which will contain both your utility's charges and Indra's charges. (E) Indra does not guarantee savings or promise rates lower than your utility (ies). (F) Your incumbent natural gas and/or electric utility may charge you switching fees. (G) There are no cancellation fees under this Agreement. (H) You are not currently approved for or enrolled in PIPP and/or any other such utility arrearage crediting program.

CONFIRMATION NOTICE, YOUR RIGHT OF RESCISSION. YOU WILL RECEIVE A WRITTEN CONFIRMATION NOTICE FROM YOUR NATURAL GAS AND/OR ELECTRIC UTILITY (IES) OF THE TRANSFER OF YOUR NATURAL GAS AND/OR ELECTRIC SUPPLY SERVICE TO INDRA AND ADVISING YOU OF YOUR RIGHT TO RESCIND YOUR ENROLLMENT WITH INDRA. FOR GAS SUPPLY SERVICE, YOU HAVE 7 BUSINESS DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR NATURAL GAS ENROLLMENT WITH INDRA WITHOUT PENALTY BY. CONTACTING YOUR GAS UTILITY (ORALLY OR IN WRITING). FOR ELECTRIC SUPPLY SERVICE, YOU HAVE 7 DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR ELECTRIC ENROLLMENT WITH INDRA WITHOUT PENALTY BY CONTACTING YOUR ELECTRIC UTILITY (ORALLY, ELECTRONICALLY, OR IN WRITING). LENGTH OF AGREEMENT AND TERMINATION. This Agreement will begin when your local utility switches your account to Indra. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If Indra decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address (es). You may terminate this Agreement at any time by: (a) calling (888) 504-6372; (b) sending a letter to 1515 Market Street, Suite 1200, 19102: PA emailing Philadelphia, or (c)

CustomerCare@IndraEnergy.com. Upon termination as provided in this Agreement, you will be returned to your utility's standard service or you may choose another supplier. In any case in which your natural gas and/or electric supply service with Indra is terminated as provided in this Agreement, you will remain obligated to pay for the natural gas and/or electric supply service provided by Indra prior to the effective date of the termination. The effective date of termination will be determined by your utility. Your natural gas and/or electric supply service from Indra will terminate automatically without penalty to you if any of the following occurs: (a) your Service Address(es) is not served or no longer served by your utility; (b) you move outside your utility's service area or to an area not served by Indra; or (c) Indra returns you to your utility's applicable tariff service pursuant to the terms of this Agreement. You may also cancel your natural gas and/or electric supply service with Indra without penalty if you relocate your Service Address(es): (a) outside of the service territory of your gas and/or electric utility(ies); (b) within the service territory of your gas and/or electric utility(ies) if your utility does not permit you to transfer your indra contract to your new Service Address(es); or (c) to an area where Indra charges a different price for natural gas and/or electric supply service. If you voluntarily return or switch back to your natural gas and/or electric utility after choosing indra, you may not be served under the same rates, terms, and conditions as those available to other customers served by your natural gas and/or electric utility.

PRICING.

<u>Natural Gas and/or Electric Introductory or Initial Price (when applicable)</u>: You will pay an Introductory/Initial Price as set forth in your Confirmation Letter for the time period set forth in your Confirmation Letter, and thereafter, your price for natural gas and/or electric supply service will automatically become for the length of this Agreement either a Variable or Fixed price as described herein and as stated in your Confirmation Letter.

<u>Natural Gas and/or Electric Fixed Price (when applicable):</u> You will pay a Fixed Price as set forth in your Confirmation Letter for the fixed term indicated in your Confirmation Letter. Before the end of your fixed term, Indra will send you a notice with your contract renewal and pricing options.

<u>Natural Gas Variable Price (when applicable)</u>: You will pay a Variable Price for natural gas supply service that may vary from month to month as determined by Indra in its sole discretion, based on the wholesale cost of natural gas to the Delivery Point, administrative and regulatory compliance costs, supply and agency functions that Indra performs for you, and other prevailing business considerations and market conditions, plus Indra's costs, expenses and margins. This list of factors is not exhaustive and no single factor will determine the rate.

Electric Variable Price (when applicable): You will pay a variable rate for electric supply service that may vary from month to month as determined by Indra based on the wholesale market prices acquired for energy, any supply and agency functions that Indra performs for you, line loss, certain transmission, capacity, ancillary, administrative and regulatory compliance costs incurred by Indra, alternative and renewable energy requirements, market conditions, expenses and margins.

Natural Gas and/or Electric Supply Price Disclosures: There is no limit on how much the Variable Price of your natural gas

and/or electric supply service may change from one billing cycle to the next and your Variable Price may be higher or lower than your utility's standard offer service rate in any given month. Indra does not guarantee savings in any month or for the entire length of this Agreement. Indra's current and historical prices are not an indicator of future prices. You can access future variable pricing information, updated monthly, Indra's by visiting website at https://IndraEnergy.com/ohio/ohio-variable-rates/ 01 by calling (888) 504-6372.

Other Charges: You are also responsible for paying and reimbursing Indra for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the natural gas and/or electric supply service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on Indra and/or you by federal, state, and/or local authorities. If you are tax exempt, you must furnish Indra an exemption certificate before service commences. This Agreement does not include utility transportation, delivery, or other charges that your gas or electric utility charges you for those services.

<u>NO EARLY TERMINATION FEE.</u> If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees.

FIXED TERM AUTOMATIC RENEWAL. At least forty-five (45) days before the expiration of your Fixed Term, Indra will provide written notice to you of the Agreement's renewal ("Renewal Notice"). The Renewal Notice will set forth the proposed renewal option(s), including any applicable information required by the Commission. If you do not respond to the Renewal Notice or otherwise terminate this Agreement by notifying Indra in accordance with the Termination section herein, then your Agreement will automatically renew at the rate then in effect in accordance with the terms set forth in the Renewal Notice. Indra can renew this Agreement without your affirmative consent even when there is a change in the rate or other terms and conditions.

RESOURCE MIX, ENVIRONMENTAL CHARACTERISTICS, & RENEWABLE ENERGY INFORMATION, The applicable generation resource mix and environmental characteristics of the electric supply sold by Indra are available at www.indraEnergy.com. This information is updated periodically following the requirements of the Public Utilities Commission of Ohio. If you select an electric renewable energy product, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States which have been gualified as such.

BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING. You will be billed by your utility(ies) at intervals established by your utility(ies). You will pay Indra's charges for natural gas and/or electric supply service based on meter readings and consumption information that Indra receives from your utility ("Billing Quantity"). You will receive a single monthly bill from your utility that contains both Indra's charges and your utility's charges. Your payment for natural gas and/or electric supply service is due on the date set forth on the bill. You shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by Indra by the due date of the bill, at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You shall also be responsible for paying indra's reasonable attorneys' fees, costs, and expenses incurred by it in collecting any such payment from you. If you fail to pay your bill for natural gas and/or electric supply service or you fail to satisfy any agreed upon payment arrangement you may have, your utility may disconnect your service in accordance with the provisions of its tariff. If your utility disconnects your service. this Agreement may be automatically terminated. In addition, if your payment for natural gas and/or electric supply service is not received from you on a timely basis or does not meet any agreed-upon payment plan, Indra may, after 14 calendar days' written notice to you, terminate this Agreement and its natural gas and/or electric supply service to you. You have the right to request from Indra, without charge, up to 24 months of your payment history covering services rendered by Indra, without charge, twice within any 12-month period. Budget Billing is available for both the delivery and natural gas and/or electric supply service portions of your bill. If you are interested in Budget Billing, you should contact your utility and request to be placed on a Budget Billing plan. If your electric utility is Duke Energy Ohio, to request Budget Billing for the electric supply service portion of your electric bill, you should contact Indraand request to be placed on a Budget Billing plan.

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ELECTRONIC COMMUNICATION. Unless otherwise required by law, if you provide Indra with your email address, you agree that Indra may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying Indra of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if transmitted to you at the email address provided to Indra by you.

FORCE MAJEURE. Neither Indra nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing under this Agreement.

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NO WARRANTIES. INDRA ENERGY MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. <u>APPLICABLE LAWS, ETC.</u> This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

AGREEMENT DETAILS. Our full, legal name is Palmco Power OH, LLC dba Indra Energy for electric supply service and Palmco Energy OH, LLC dba Indra Energy for natural gas supply service, but we have used "we", "us", "our" or "Indra Energy" to refer to ourselves for the purposes of this Agreement. We use "you" or "your" to refer to you, the customer.

MISCELLANEOUS. Indra assumes no responsibility or liability for the following items that are the responsibility of the utility (ies): operation and maintenance of the utility's natural gas and/or electrical system, any interruption of service, termination of service, and deterioration of the utility's service. This Agreement is the entire understanding between you and Indra with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. Indra will not make a material change to the terms of this Agreement without first obtaining your consent in writing or through third party verification (TPV), except if due a change in market conditions, indra wishes lower the price (per ccf or mcf or kilowatt-hour as applicable) charged under this Agreement and no other terms and conditions are changed. You may not assign this Agreement without Indra's prior written consent. Indramay sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier. energy services company or other entity in accordance with the rules and procedures of the PUCO, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties hereto. No delay or failure by either you or Indra to exercise any right or remedy to which either party may be entitled to herein will constitute a waiver of that right or remedy.

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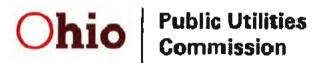
V.E.18-10.01

	Indra I	Inergy
	Projected Data for th	e 2018 Calendar Year
	Actual Data for the Perio	od 01/01/18 to 6/30/18
Generation Resource Mix - A comparison between the	Projected Natural Other Gas0.5%	Actual Oil 0.5% Other So Natural Gas 28.5% Coal
sources of generation projected to be used to generate this product and the actual resources used during this period.	Hydro 1% Wind 2.5% Nuclear 34.5%	Coal 35% Hydro 1.5% Biomass 0.5% Wind 3% S% Coal 30% Bio 0. Nuclear 3% S%
Environmental	Biomass Power	Air Emissions and Solid Waste
Characteristics– A description of the characteristics associated with each possible generation resource.	Coal Power	Air Emissions and Solid Waste
	Hydro Power	Wildlife Impacts
	Natural Gas Power	Air Emissions and Solid Waste
	Nuclear Power	Radioactive Waste
	Oil Power	Air Emissions and Solid Waste
	Other Sources	Unknown Impacts
	Solar Power	No Significant Impacts
	Unknown Purchased Resources	Unknown Impacts
	Wind Power	Wildlife Impacts
Air Emissions -		
Product-specific projected and actual air emissions for this period compared to the regional average air emissions.		Actual Minimum Minimum Projected
Di l'inciti		Regional Average
Radioactive Waste –		0
Radioactive waste associated with the product.	Туре:	Quantity:
	High-Level Radioactive Waste	Unknown Unknown
	L	Ft ³ /1,000 kWh

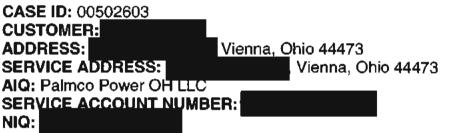
ι

Cheryl Smith

From: Sent: To: Subject: Andrea Smith <contactthepuco@puc.state.oh.us> Thursday, May 09, 2019 1:50 PM Indra Energy Compliance PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00502603 [ref:_00Dt0GzXt._ 500t0lg405:ref]



Initial Submission of a Consumer Complaint Provider of Electric Please Respond Within 3 Business Days



Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE: Mr. **States** he is a senior citizen on a fixed income. At the beginning of the year a representative came to his door and lied to him. He states the representative told him if he enrolled with them they would save him money. His bills increased and currently has a balance of \$356.81 and a disconnect notice. His bills normally ran \$75.00 or below. He would like to know where his savings is?

-Do you have record of customer?

- -If so, when and how was customer signed up?
- -Please send copy of signed contract, TPV and sales call.
- -Was the customer told if he signed up, he would save money? -If so, why?
- -II SO, WHY?
- -Do you have record of customer calling about the rates?
- -If so, when and what was explained to the customer?
- -Is there an early termination fee if the customer cancels?
- -If so, how much?

-Any additional information you could provide would be greatly appreciated. Sincerely,

Andrea Smith

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) <u>www.PUCO.ohio.gov</u> This message and any response to it may constitute a public record and

thus may be publicly available to anyone who requests it.

ref:_00Dt0GzXt._500t0Ig405:ref

Sariah Brinker

ef:_00Dt0GzXt
ef



Initial Submission of a Consumer Complaint Marketer of Natural Gas Please Respond Within 3 Business Days

CASE ID: 00257773	
COMPANY:	
CUSTOMER:	
ADDRESS:	Canton, Ohio 44708
SERVICE ADDRESS:	Canton, Ohio
44708	
AIQ: Palmco Power OH LLC	
SERVICE ACCOUNT NUMBER:	
NIQ:	

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v)

DESCRIPTION OF ISSUE:

Ms. States that she has been charged by Indra Energy at \$17 per MCF and \$0.18 per kWh. She states she enrolled in Indra Energy in November 2018 and thought that her introductory rate should have still been in effect.

- 1. When and how was the customer solicited?
- What was the agreed upon rate and for how long?
 When was the service start date?
- 4. If the customer has cancelled service, when is the service stop

date?

5. Please provide a copy of the sales call, TPV, welcome letter with terms and conditions, and any other documentation regarding the case.

Sincerely,

Leah Lehman

Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

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Sariah Brinker	
From:	William Schaaf
Sent:	Friday, March 15, 2019 3:18 PM
To:	PUCO Consumer Call Center
Cc:	Indra Energy Compliance
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257773 [ref:_00Dt0GzXt 500t0FNUop:ref]
Attachments:	TPV.MP3; Agreement.pdf; Confirmation Pack-Gas.pdf; Confirmation Pack-Gas.pdf; Confirmation Pack-Electric.pdf

Hello Leah and the PUCO,

Regarding Case # 00257773,

Ms. enrolled her gas and electric accounts in Indra's variable rate plans on 11/8/18, as the result of a door-to-door sale. We've attached the TPV recording and signed agreement for this enrollment, as well as the confirmation packages sent to the customer detailing the terms of service. Indra began servicing the customer's gas and electric accounts on 11/27/18 and 11/29/18, respectively.

Gas Plan: Variable. This included a two-month introductory rate of \$2.80 per Mcf, after which the rate would vary month-to-month.

Electric Plan: 100%-Green Variable. This included a two-month introductory rate of \$0.0520 per kWh, after which rate would vary month-to-month.

On 3/6/19, Ms. Contacted our Customer Service line and requested to cancel her service with Indra. Outbound drops were processed, and no termination fees were issued for cancellation. The customer's gas and electric accounts are scheduled to stop receiving Indra's supply on 3/30/19 and 4/1/19, respectively. The customer had also requested an adjustment to her most recent gas and electric bills, and was advised that her accounts would be escalated for further review.

Upon review, we've determined that we will rerate the customer's most recent gas and electric bills to the rate we have file for her utilities, and will also adjust the customer's upcoming final bills, once they are rendered. This will ultimately provide the customer with the effect of having received Indra's introductory rate for her first two billing cycles, and then have returned to the utility's standard service. We've included a chart below detailing the calculations for the adjustments of the customer's most recent bills. We attempted to contact the customer on 3/15/19 to inform her of these adjustments, but were only able to leave a voicemail message.

Electric						
Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
	3/1/2019			\$0.0553	\$105.79	\$242.19

Gas

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/29/2019	2/27/2019	121	\$223.76	\$0.3020	\$36.54	\$2.38	\$38.92	\$184.84

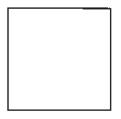
Let us know if we can be of any further assistance. Thank you.

William Schaaf - Asst. Compliance Officer



1515 Market Street, Suite 1200 Philadelphia, PA 19102 P: 888.504.6372 F: 718.851.2427

From: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us] Sent: Friday, March 15, 2019 8:14 AM To: Indra Energy Compliance <Compliance@indraenergy.com> Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257773 [ref:_00Dt0GzXt._500t0FNUop:ref]



PUBLIC UTILITIES COMMISSION OF OHIO Second Request for Information Regarding the Initial Submission of a Consumer Complaint

Please Respond Within 3 Days



Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. $4901:1-29-06(D)(6)(b)(v)^{}$

DESCRIPTION OF ISSUE:

An initial complaint was sent to you on March 11. Please review the customer's concerns and respond within three business days.

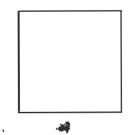
Sincerely,

Leah Lehman

Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

------ Original Message ------From: PUCO Consumer Call Center [contactthepuco@puc.state.oh.us] Sent: 3/11/2019 8:10 AM To: compliance@indraenergy.com Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257773 [ref:_00Dt0GzXt._500t0FNUop:ref]



Initial Submission of a Consumer Complaint

Marketer of Natural Gas

Please Respond Within 3 Business Days

CASE ID: 00257773	
COMPANY:	
CUSTOMER:	
ADDRESS:	Canton, Ohio 44708
SERVICE ADDRESS: 44708	Canton, Ohio
AIQ: Palmco Power OH LLC	
SERVICE ACCOUNT NUMBER:	
NIQ:	

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v)

DESCRIPTION OF ISSUE:

Ms. states that she has been charged by Indra Energy at \$17 per MCF and \$0.18 per kWh. She states she enrolled in Indra Energy in November 2018 and thought that her introductory rate should have still been in effect.

- 1. When and how was the customer solicited?
- 2. What was the agreed upon rate and for how long?3. When was the service start date?
- 4. If the customer has cancelled service, when is the service stop date?

5. Please provide a copy of the sales call, TPV, welcome letter with terms and conditions, and any other documentation regarding the case.

Sincerely,

Leah Lehman

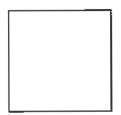
Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator (800) 686-PUCO (7826)

www.PUCO.ohio.gov

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indra	•	- 0	V		Philadelphia, PA 19102 Care@IndraEnergy.com : www.IndraEnergy.com
ENCHOT	DO	OR-TO-DOOR ENROLLMENT F	ORM (OHIO)		Phone: (888) 504-6372 VE18-10.01
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Customer Name			Relationship	to Account Holde	T: DELF
E-mail Address: Provide your e-mail add	dress to authorize Indra to send noti	es and communications. Indra does not	sell, provide, or share v	our e-mail information w	ila third parties
Service Address:					Zip Code:4470
Billing Address (Zip Code:
Phone Number:			bile Home		
Server 1		ACCOUNT INFORMATI	ION	1944 - C	1
Third Party Verif			16 -543	9	
Account Holder's	s Name on Electricity Acco	ount:			
Electricity Utility	Account Number:				
Budget Billing:	VestoNo		Product Code:	VAB	FABLE
Two phase Fixed		F THE 100% RENEWABLE ENE	RGY PRODUCT O	FFERINGS BELOW	
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Indra Energy 1515 Market Street, Suite 1200 Philadelphia, PA, 19102

w: IndraEnergy.com e: CustomerCare@IndraEnergy.com toll free: 1 (888) 50-INDRA 1 (888) 504 6372

4. 4.4

11/12/2018

Canton, OH 44708

Thank you for choosing Indra Energy as your energy supplier!

This letter is confirming your selection of Indra Energy as your electricity supplier and this package contains a copy of the *Terms and Conditions* of your service with Indra Energy.

We are currently processing your enrollment

Your enrollment will be sent to **AEP**. You will receive a confirmation notice from **AEP** confirming your selection of Indra Energy as your electricity supplier. Your service will begin with your first meter read by your utility after your enrollment is accepted, which may take up to 1-2 billing cycles. If you decide to rescind your enrollment request, per Ohio state regulations, you must contact your utility to do so.

If, for any reason, we are unable to enroll your account we will be sure to contact you to resolve the issue.

Below is a summary of your service account with Indra Energy:

Utility Account Number:

Rate Plan: Introductory Rate of \$0.05200/kWh for the first two billing cycles, and a variable rate thereafter. To access future variable pricing information, updated monthly, visit Indra's website at https://IndraEnergy.com/ohio/ohio-variable-rates/.

Cancellation Fees: None.

Budget Billing: Available upon request.

Renewable Energy Product Information: One hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States.

Your feedback is important to us!

You may receive a phone call from us to obtain your feedback regarding your enrollment experience. If not, we'd love to hear from you, so please call us at the number below.

Questions?

If you have any questions, please feel free to contact us at 888-504-6372 weekdays 8:00 am to 7:00 pm or email us at *CustomerCare@IndraEnergy.cam*.

Thank you again for choosing us as your energy supplier!

Sincerely,

Indra Energy Customer Care

PS. Learn how to refer friends for rewards! Visit IndraEnergyRewards.com



OHIO TERMS AND CONDITIONS

INTRODUCTION. This is an agreement, together with your Confirmation Letter, and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between Indra Energy ("Indra") and you for natural gas supply service and/or electric supply service at each of the account service addresses listed in your Confirmation Letter (or in an addendum). You agree to authorize a switch of your natural gas and/or electric supply service to Indra and to purchase all the natural gas and/or electricity required to service each of the accounts listed in your Confirmation Letter (or listed in an addendum) at a price as described in this Agreement.

ACKNOWLEDGEMENT. You acknowledge as follows: (A) Any Indra sales representative with whom you have spoken represents Indra and is not from your utility or affiliated with your utility. (B) You are the named customer on each of the account(s) listed above (or in any addendum), or you are the spouse of the named customer on such account(s), or you are over 18 years old and authorized to make decisions concerning such account(s). (C) Indra will not charge you a fee to switch to Indra as your natural gas and/or electric supplier. (D) Your utility (ies) will continue to deliver your gas and/or electricity and send you your natural gas and/or electricity bills, which will contain both your utility's charges and Indra's charges. (E) Indra does not guarantee savings or promise rates lower than your utility (ies). (F) Your incumbent natural gas and/or electric utility may charge you switching fees. (G) There are no cancellation fees under this Agreement. (H) You are not currently approved for or enrolled in PIPP and/or any other such utility arrearage crediting program.

CONFIRMATION NOTICE, YOUR RIGHT OF RESCISSION. YOU WILL RECEIVE A WRITTEN CONFIRMATION NOTICE FROM YOUR NATURAL GAS AND/OR ELECTRIC UTILITY (IES) OF THE TRANSFER OF YOUR NATURAL GAS AND/OR ELECTRIC SUPPLY SERVICE TO INDRA AND ADVISING YOU OF YOUR RIGHT TO RESCIND YOUR ENROLLMENT WITH INDRA. FOR GAS SUPPLY SERVICE, YOU HAVE 7 BUSINESS DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR NATURAL GAS INDRA WITHOUT PENALTY BY ENROLLMENT WITH CONTACTING YOUR GAS UTILITY (ORALLY OR IN WRITING). FOR ELECTRIC SUPPLY SERVICE, YOU HAVE 7 DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR ELECTRIC ENROLLMENT WITH INDRA WITHOUT PENALTY BY CONTACTING YOUR ELECTRIC UTILITY (ORALLY, ELECTRONICALLY, OR IN WRITING). LENGTH OF AGREEMENT AND TERMINATION. This Agreement will begin when your local utility switches your account to Indra. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If Indra decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address (es). You may terminate this Agreement at any time by: (a) calling (888) 504-6372; (b) sending a letter to 1515 Market Street, Suite 1200, Philadelphia, PA 19102; or (c) emailing CustomerCare@IndraEnergy.com. Upon termination as provided in this Agreement, you will be returned to your utility's standard service or you may choose another supplier. In any case in which your natural gas and/or electric supply service with Indra is terminated as provided in this Agreement, you will remain obligated to pay for the natural gas and/or electric supply service provided by Indra prior to the effective date of the termination. The effective date of termination will be determined by your utility. Your natural gas and/or electric supply service from Indra will terminate automatically without penalty to you if any of the following occurs: (a) your Service Address(es) is not served or no longer served by your utility; (b) you move outside your utility's service area or to an area not served by Indra; or (c) Indra returns you to your utility's applicable tariff service pursuant to the terms of this Agreement. You may also cancel your natural gas and/or electric supply service with Indra without penalty if you relocate your Service Address(es): (a) outside of the service territory of your gas and/or electric utility(ies); (b) within the service territory of your gas and/or electric utility(ies) if your utility does not permit you to transfer your Indra contract to your new Service Address(es); or (c) to an area where Indra charges a different price for natural gas and/or electric supply service. If you voluntarily return or switch back to your natural gas and/or electric utility after choosing Indra, you may not be served under the same rates, terms, and conditions as those available to other customers served by your natural gas and/or electric utility.

PRICING.

Natural Gas and/or Electric Introductory or Initial Price (when applicable): You will pay an Introductory/Initial Price as set forth in your Confirmation Letter for the time period set forth in your Confirmation Letter, and thereafter, your price for natural gas and/or electric supply service will automatically become for the length of this Agreement either a Variable or Fixed price as described herein and as stated in your Confirmation Letter.

Natural Gas and/or Electric Fixed Price (when applicable): You will pay a Fixed Price as set forth in your Confirmation Letter for the fixed term indicated in your Confirmation Letter. Before the end of your fixed term, Indra will send you a notice with your contract renewal and pricing options.

Natural Gas Variable Price (when applicable): You will pay a Variable Price for natural gas supply service that may vary from month to month as determined by Indra in its sole discretion, based on the wholesale cost of natural gas to the Delivery Point, administrative and regulatory compliance costs, supply and agency functions that Indra performs for you, and other prevailing business considerations and market conditions, plus Indra's costs, expenses and margins. This list of factors is not exhaustive and no single factor will determine the rate.

Electric Variable Price (when applicable): You will pay a variable rate for electric supply service that may vary from month to month as determined by Indra based on the wholesale market prices acquired for energy, any supply and agency functions that Indra performs for you, line loss, certain transmission, capacity, ancillary, administrative and regulatory compliance costs incurred by Indra, alternative and renewable energy requirements, market conditions, expenses and margins.

Natural Gas and/or Electric Supply Price Disclosures: There is no limit on how much the Variable Price of your natural gas and/or electric supply service may change from one billing cycle to the next and your Variable Price may be higher or lower than your utility's standard offer service rate in any given month. Indra does not guarantee savings in any month or for the entire length of this Agreement. Indra's current and historical prices are not an indicator of future prices. You can access future variable pricing information, updated monthly, by visiting Indra's website at https://IndraEnergy.com/ohio/ohio-variable-rates/ or by

calling (888) 504-6372. <u>Other Charges:</u> You are also responsible for paying and reimbursing Indra for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the natural gas and/or electric supply service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on Indra and/or you by federal, state, and/or local authorities. If you are tax exempt, you must furnish Indra an exemption certificate before service commences. This Agreement does not include utility transportation, delivery, or other charges that your gas or electric utility charges you for those services.

NO EARLY TERMINATION FEE. If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees.

FIXED TERM AUTOMATIC RENEWAL. At least forty-five (45) days before the expiration of your Fixed Term, Indra will provide written notice to you of the Agreement's renewal ("Renewal Notice"). The Renewal Notice will set forth the proposed renewal option(s), including any applicable information required by the Commission. If you do not respond to the Renewal Notice or otherwise terminate this Agreement by notifying Indra in accordance with the Termination section herein, then your Agreement will automatically renew at the rate then in effect in accordance with the terms set forth in the Renewal Notice. Indra can renew this Agreement without your affirmative consent even when there is a change in the rate or other terms and conditions.

RESOURCE MIX, ENVIRONMENTAL CHARACTERISTICS, & RENEWABLE ENERGY INFORMATION. The applicable generation resource mix and environmental characteristics of the electric supply sold by Indra are available at www.IndraEnergy.com. This information is updated periodically following the requirements of the Public Utilities Commission of Ohio. If you select an electric renewable energy product, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States which have been qualified as such.

BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING. You will be billed by your utility(ies) at intervals established by your utility(ies). You will pay Indra's charges for natural gas and/or electric supply service based on meter readings and consumption information that Indra receives from your utility ("Billing Quantity"). You will receive a single monthly bill from your utility that contains both Indra's charges and your utility's charges. Your payment for natural gas and/or electric supply service is due on the date set forth on the bill. You shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by Indra by the due date of the bill, at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You shall also be responsible for paying Indra's reasonable attorneys' fees, costs, and expenses incurred by it in collecting any such payment from you. If you fail to pay your bill for natural gas and/or electric supply service or you fail to satisfy any agreed upon payment arrangement you may have, your utility may disconnect your service in accordance with the provisions of its tariff. If your utility disconnects your service, this Agreement may be automatically terminated. In addition, if your payment for natural gas and/or electric supply service is not received from you on a timely basis or does not meet any agreed-upon payment plan, Indra may, after 14 calendar days' written notice to you, terminate this Agreement and its natural gas and/or electric supply service to you. You have the right to request from Indra, without charge, up to 24 months of your payment history covering services rendered by Indra, without charge, twice within any 12-month period. Budget Billing is available for both the delivery and natural gas and/or electric supply service portions of your bill. If you are interested in Budget Billing, you should contact your utility and request to be placed on a Budget Billing plan. If your electric utility is Duke Energy Ohio, to request Budget Billing for the electric supply service portion of your electric bill, you should contact Indra and request to be placed on a Budget Billing plan.

CUSTOMER INFORMATION RELEASE. You authorize Indra to begin your enrollment, initiate service to the accounts listed in your Confirmation Letter (or in any addendum) and to obtain historical billing data and other information about you ("Customer Information") from your natural gas and/or electric utility (ies), so that Indra can start and continue its service to you. Indra reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers to be unsatisfactory. For your natural gas supply, Indra will not release your social security number, account number(s), or any other Customer Information without your express written or electronic consent, except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code, or if it sells or assigns this Agreement to another third-party supplier. For your electric supply, Indra will not release your social security number, account number(s) without your written or electronic consent, except for Indra's own collections and/or credit reporting, participation in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or if it sells or assigns this Agreement to another third-party supplier.

DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE. Contact Indra at (888) 504-6372 (toll free), by U.S. mail at 1515 Market Street, Suite 1200, Philadelphia, PA 19102, or by e-mail at CustomerCare@IndraEnergy.com, if you have any questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted Indra and/or your 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 8 a.m. to 5 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 8 a.m. to 5 p.m. weekdays, or at www.pickocc.org.

ELECTRONIC COMMUNICATION. Unless otherwise required by law, if you provide Indra with your email address, you agree that Indra may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying Indra of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if transmitted to you at the email address provided to Indra by you.

FORCE MAJEURE. Neither Indra nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing under this Agreement.

LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, NEITHER YOU NOR INDRA WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.

ARBITRATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY, IT MAY BE RESOLVED THROUGH ARBITRATION. INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO ANY ASPECT OF YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE. ANY SUCH ARBITRATIONS PERMITTED BY APPLICABLE OHIO LAW SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WITH INDRA PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS IN YOUR STATE AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS.

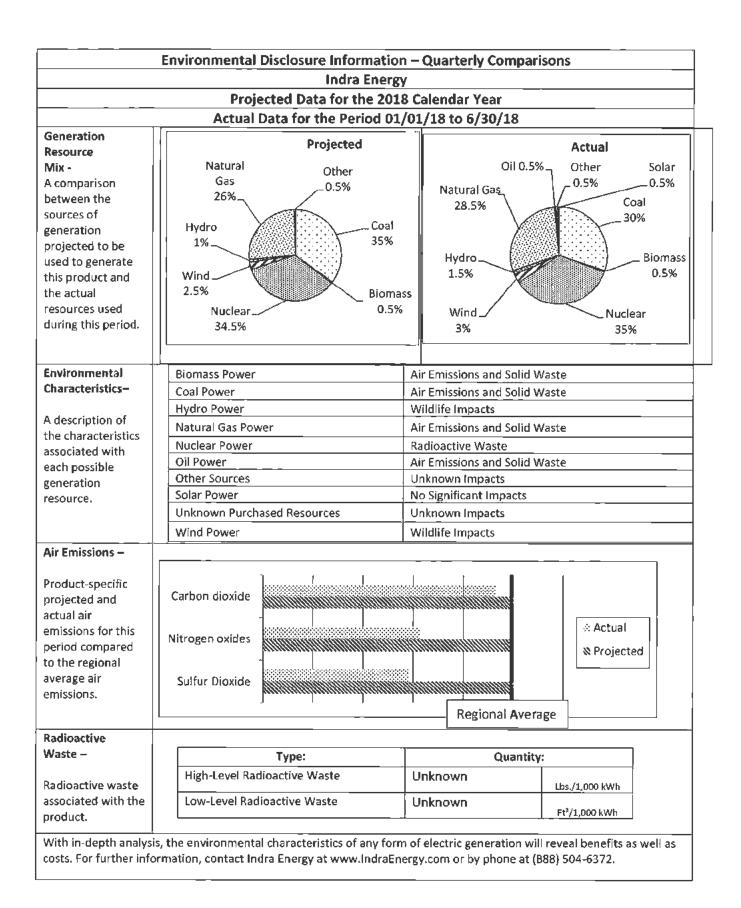
NO WARRANTIES. INDRA ENERGY MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. <u>APPLICABLE LAWS, ETC.</u> This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

AGREEMENT DETAILS. Our full, legal name is Palmco Power OH, LLC dba Indra Energy for electric supply service and Palmco Energy OH, LLC dba Indra Energy for natural gas supply service, but we have used "we", "us", "our" or "Indra Energy" to refer to ourselves for the purposes of this Agreement. We use "you" or "your" to refer to you, the customer.

MISCELLANEOUS. Indra assumes no responsibility or liability for the following items that are the responsibility of the utility (ies): operation and maintenance of the utility's natural gas and/or electrical system, any interruption of service, termination of service, and deterioration of the utility's service. This Agreement is the entire understanding between you and Indra with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. Indra will not make a material change to the terms of this Agreement without first obtaining your consent in writing or through third party verification (TPV), except if due a change in market conditions, Indra wishes lower the price (per ccf or mcf or kilowatt-hour as applicable) charged under this Agreement and no other terms and conditions are changed. You may not assign this Agreement without Indra's prior written consent. Indra may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the rules and procedures of the PUCO, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties hereto. No delay or failure by either you or Indra to exercise any right or remedy to which either party may be entitled to herein will constitute a waiver of that right or remedy.

EMERGENCIES. IN THE EVENT OF A GAS OR ELECTRICITY-RELATED EMERGENCY, SUCH AS A GAS OR ELECTRIC OUTAGE OR GAS LEAK, YOU SHOULD IMMEDIATELY CONTACT YOUR LOCAL UTILITY.

V.E.18-10.01





Indra Energy

1515 Market Street, Suite 1200 Philadelphia, PA, 19102

w: IndraEnergy.com e: CustomerCare@IndraEnergy.com toll free: 1 (888) 50-INDRA 1 (888) 504 6372

11/12/2018

Canton, OH 44708

Thank you for choosing Indra Energy as your energy supplier!

This letter is confirming your selection of Indra Energy as your **natural gas** supplier and this package contains a copy of the *Terms and Conditions* of your service with Indra Energy.

We are currently processing your enrollment

Your enrollment will be sent to **Dominion East Ohio**. You will receive a confirmation notice from **Dominion East Ohio** confirming your selection of Indra Energy as your **natural gas** supplier. Your service will begin with your first meter read by your utility after your enrollment is accepted, which may take up to 1-2 billing cycles. If you decide to rescind your enrollment request, per Ohio state regulations, you must contact your utility to do so.

If, for any reason, we are unable to enroll your account we will be sure to contact you to resolve the issue.

Below is a summary of your service account with Indra Energy:

Utility Account Number:

Rate Plan: Introductory Rate of \$2.80000/Mcf for the first two billing cycles, and a variable rate thereafter. To access future variable pricing information, updated monthly, visit Indra's website at https://IndraEnergy.com/ohio/ohio-variable-rates/.

Cancellation Fees: None.

Budget Billing: Please contact Dominion East Ohio.

Your feedback is important to us!

You may receive a phone call from us to obtain your feedback regarding your enrollment experience. If not, we'd love to hear from you, so please call us at the number below.

Questions?

If you have any questions, please feel free to contact us at 888-504-6372 weekdays 8:00 am to 7:00 pm or email us at *CustomerCare@IndraEnergy.com*.

Thank you again for choosing us as your energy supplier!

Sincerely,

Indra Energy Customer Care

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OHIO TERMS AND CONDITIONS

INTRODUCTION. This is an agreement, together with your Confirmation Letter, and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between Indra Energy ("Indra") and you for natural gas supply service and/or electric supply service at each of the account service addresses listed in your Confirmation Letter (or in an addendum). You agree to authorize a switch of your natural gas and/or electric supply service to Indra and to purchase all the natural gas and/or electricity required to service each of the accounts listed in your Confirmation Letter (or listed in an addendum) at a price as described in this Agreement.

ACKNOWLEDGEMENT. You acknowledge as follows: (A) Any Indra sales representative with whom you have spoken represents Indra and is not from your utility or affiliated with your utility. (B) You are the named customer on each of the account(s) listed above (or in any addendum), or you are the spouse of the named customer on such account(s), or you are over 18 years old and authorized to make decisions concerning such account(s). (C) Indra will not charge you a fee to switch to Indra as your natural gas and/or electric supplier. (D) Your utility (ies) will continue to deliver your gas and/or electricity and send you your natural gas and/or electricity bills, which will contain both your utility's charges and Indra's charges. (E) Indra does not guarantee savings or promise rates lower than your utility (ies). (F) Your incumbent natural gas and/or electric utility may charge you switching fees. (G) There are no cancellation fees under this Agreement. (H) You are not currently approved for or enrolled in PIPP and/or any other such utility arrearage crediting program. (東京)

CONFIRMATION NOTICE, YOUR RIGHT OF RESCISSION. YOU WILL RECEIVE A WRITTEN CONFIRMATION NOTICE FROM YOUR NATURAL GAS AND/OR ELECTRIC UTILITY (IES) OF THE TRANSFER OF YOUR NATURAL GAS AND/OR ELECTRIC SUPPLY SERVICE TO INDRA AND ADVISING YOU OF YOUR RIGHT TO RESCIND YOUR ENROLLMENT WITH INDRA. FOR GAS SUPPLY SERVICE, YOU HAVE 7 BUSINESS DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR NATURAL GAS ENROLLMENT WITH INDRA WITHOUT PENALTY BY CONTACTING YOUR GAS UTILITY (ORALLY OR IN WRITING). FOR ELECTRIC SUPPLY SERVICE, YOU HAVE 7 DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR ELECTRIC ENROLLMENT WITH INDRA WITHOUT PENALTY BY CONTACTING YOUR ELECTRIC UTILITY (ORALLY, ELECTRONICALLY, OR IN WRITING). LENGTH OF AGREEMENT AND TERMINATION. This Agreement will begin when your local utility switches your account to Indra. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If Indra decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address (es). You may terminate this Agreement at any time by: (a) calling (888) 504-6372; (b) sending a letter to 1515 Market Street, Suite 1200, Philadelphia, emailing PA 19102; or (c)

CustomerCare@IndraEnergy.com. Upon termination a5 provided in this Agreement, you will be returned to your utility's standard service or you may choose another supplier. In any case in which your natural gas and/or electric supply service with Indra is terminated as provided in this Agreement, you will remain obligated to pay for the natural gas and/or electric supply service provided by Indra prior to the effective date of the termination. The effective date of termination will be determined by your utility. Your natural gas and/or electric supply service from Indra will terminate automatically without penalty to you if any of the following occurs: (a) your Service Address(es) is not served or no longer served by your utility; (b) you move outside your utility's service area or to an area not served by Indra; or (c) Indra returns you to your utility's applicable tariff service pursuant to the terms of this Agreement. You may also cancel your natural gas and/or electric supply service with Indra without penalty if you relocate your Service Address(es): (a) outside of the service territory of your gas and/or electric utility(ies); (b) within the service territory of your gas and/or electric utility(ies) if your utility does not permit you to transfer your Indra contract to your new Service Address(es); or (c) to an area where Indra charges a different price for natural gas and/or electric supply service. If you voluntarily return or switch back to your natural gas and/or electric utility after choosing Indra, you may not be served under the same rates, terms, and conditions as those available to other customers served by your natural gas and/or electric utility.

PRICING.

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RESOURCE MIX, ENVIRONMENTAL CHARACTERISTICS, & RENEWABLE ENERGY INFORMATION. The applicable generation resource mix and environmental characteristics of the electric supply sold by Indra are available at www.IndraEnergy.com. This information is updated periodically following the requirements of the Public Utilities Commission of Ohio. If you select an electric renewable energy product, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States which have been qualified as such.

BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING. You will be billed by your utility(ies) at intervals established by your utility(ies). You will pay Indra's charges for natural gas and/or electric supply service based on meter readings and consumption information that Indra receives from your utility ("Billing Quantity"). You will receive a single monthly bill from your utility that contains both Indra's charges and your utility's charges. Your payment for natural gas and/or electric supply service is due on the date set forth on the bill. You shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by Indra by the due date of the bill, at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You shall also be responsible for paying Indra's reasonable attorneys' fees, costs, and expenses incurred by it in collecting any such payment from you. If you fail to pay your bill for natural gas and/or electric supply service or you fail to satisfy any agreed upon payment arrangement you may have, your utility may disconnect your service in accordance with the provisions of its tariff. If your utility disconnects your service, this Agreement may be automatically terminated. In addition, if your payment for natural gas and/or electric supply service is not received from you on a timely basis or does not meet any agreed-upon payment plan, Indra may, after 14 calendar days' written notice to you, terminate this Agreement and its natural gas and/or electric supply service to you. You have the right to request from Indra, without charge, up to 24 months of your payment history covering services rendered by Indra, without charge, twice within any 12-month period. Budget Billing is available for both the delivery and natural gas and/or electric supply service portions of your bill. If you are interested in Budget Billing, you should contact your utility and request to be placed on a Budget Billing plan. If your electric utility is Duke Energy Ohio, to request Budget Billing for the electric supply service portion of your electric bill, you should contact Indra and request to be placed on a Budget Billing plan.

CUSTOMER INFORMATION RELEASE. You authorize Indra to begin your enrollment, initiate service to the accounts listed in your Confirmation Letter (or in any addendum) and to obtain historical billing data and other information about you ("Customer Information") from your natural gas and/or electric utility (ies), so that Indra can start and continue its service to you. Indra reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers to be unsatisfactory. For your natural gas supply, Indra will not release your social security number, account number(s), or any other Customer Information without your express written or electronic consent, except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code, or if it sells or assigns this Agreement to another third-party supplier. For your electric supply, Indra will not release your social security number, account number(s) without your written or electronic consent, except for Indra's own collections and/or credit reporting, participation in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or if it sells or assigns this Agreement to another third-party supplier.

DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE. Contact Indra at (888) 504-6372 (toll free), by U.S. mail at 1515 Market Street, Suite 1200, Philadelphia, PA 19102, or by e-mail at CustomerCare@IndraEnergy.com, if you have any questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted Indra and/or your 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 8 a.m. to 5 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 8 a.m. to 5 p.m. weekdays, or at www.pickocc.org.

ELECTRONIC COMMUNICATION. Unless otherwise required by law, if you provide Indra with your email address, you agree that Indra may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying Indra of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if transmitted to you at the email address provided to Indra by you.

FORCE MAJEURE. Neither Indra nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing under this Agreement.

LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, NEITHER YOU NOR INDRA WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.

ARBITRATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY, IT MAY BE RESOLVED THROUGH ARBITRATION. INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO ANY ASPECT OF YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE. ANY SUCH ARBITRATIONS PERMITTED BY APPLICABLE OHIO LAW SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WITH INDRA PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS IN YOUR STATE AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS.

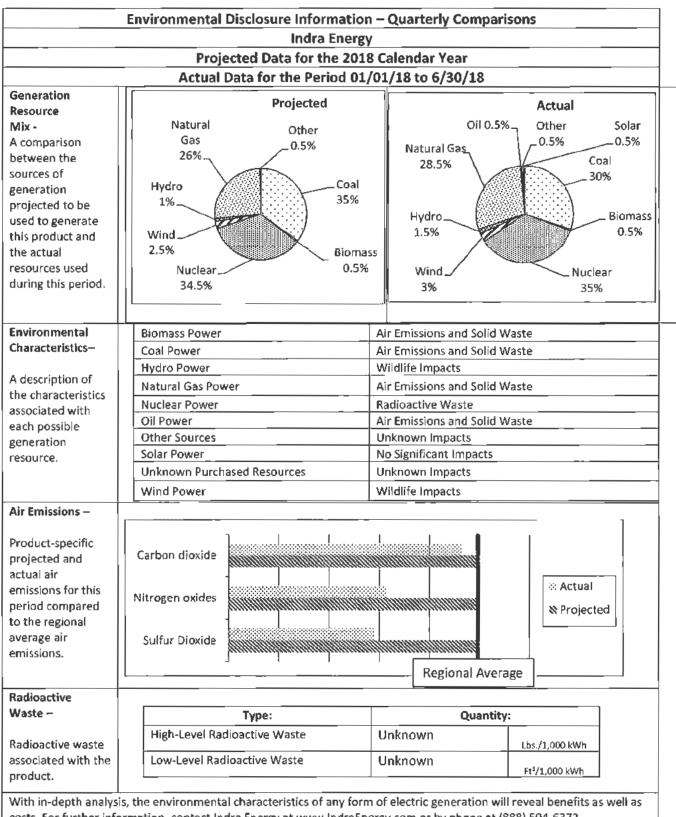
NO WARRANTIES. INDRA ENERGY MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. <u>APPLICABLE LAWS, ETC.</u> This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

AGREEMENT DETAILS. Our full, legal name is Palmco Power OH, LLC dba Indra Energy for electric supply service and Palmco Energy OH, LLC dba Indra Energy for natural gas supply service, but we have used "we", "us", "our" or "Indra Energy" to refer to ourselves for the purposes of this Agreement. We use "you" or "your" to refer to you, the customer.

MISCELLANEOUS. Indra assumes no responsibility or liability for the following items that are the responsibility of the utility (ies): operation and maintenance of the utility's natural gas and/or electrical system, any interruption of service, termination of service, and deterioration of the utility's service. This Agreement is the entire understanding between you and Indra with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. Indra will not make a material change to the terms of this Agreement without first obtaining your consent in writing or through third party verification (TPV), except if due a change in market conditions, Indra wishes lower the price (per ccf or mcf or kilowatt-hour as applicable) charged under this Agreement and no other terms and conditions are changed. You may not assign this Agreement without Indra's prior written consent. Indra may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the rules and procedures of the PUCO, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties hereto. No delay or failure by either you or Indra to exercise any right or remedy to which either party may be entitled to herein will constitute a waiver of that right or remedy.

EMERGENCIES. IN THE EVENT OF A GAS OR ELECTRICITY-RELATED EMERGENCY, SUCH AS A GAS OR ELECTRIC OUTAGE OR GAS LEAK, YOU SHOULD IMMEDIATELY CONTACT YOUR LOCAL UTILITY.

V.E.18-10.01



costs. For further information, contact Indra Energy at www.IndraEnergy.com or by phone at (888) 504-6372.

Sariah Brinker

From:	William Schaaf
Sent:	Friday, April 12, 2019 12:25 PM
To:	PUCO Consumer Call Center
Cc:	Indra Energy Compliance
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257773 [ref:_00Dt0GzXt 500t0FNUop:ref]

Hello Leah,

I've provided charts below detailing our calculations for the customer's final gas and electric bills. These adjustments are also being sent to the customer's gas and electric utilities to be applied to the accounts.

Electric Account

Begin Date			Supply Charge	ReRate To:		Amt Due Customer
3/1/2019	4/1/2019	1399	\$236.68	\$0.0553	\$77.36	\$159.32

Gas Account

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
2/27/2019	3/28/2019	131	\$193.34	\$0.2925	\$38.32	\$2.49	\$40.81	\$152.53

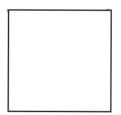
William Schaaf - Asst. Compliance Officer



1515 Market Street, Suite 1200 Philadelphia, PA 19102 P: 888.504.6372 F: 718.851.2427

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us> Sent: Thursday, April 11, 2019 8:24 AM To: William Schaaf <wschaaf@indraenergy.com>

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257773 [ref:_00Dt0GzXt._500t0FNUop:ref]



PUBLIC UTILITIES COMMISSION OF OHIO Consumer Services Division Memorandum

CASE ID: 00257773 COMPANY: CUSTOMER:	
ADDRESS: SERVICE ADDRESS: 44708	Canton, Ohio 44708 ,Canton, Ohio
AIQ: Palmco Power OH LLC SERVICE ACCOUNT NUMBER: NIQ:	

To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. Thank you!

DESCRIPTION OF ISSUE:

Please respond to the email sent on April 5.

Sincerely,

Leah Lehman Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

------ Original Message ------From: PUCO Consumer Call Center [contactthepuco@puc.state.oh.us] Sent: 4/5/2019 4:39 PM To: wschaaf@indraenergy.com Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257773 [ref:_00Dt0GzXt._500t0FNUop:ref]

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PUBLIC UTILITIES COMMISSION OF OHIO Consumer Services Division Memorandum

CASE ID: 00257773	
COMPANY:	
CUSTOMER:	
ADDRESS:	Canton, Ohio 44708
SERVICE ADDRESS:	Canton, Ohio
44708	
AIQ: Palmce Power Olf LLC	
SERVICE ACCOUNT NUMBER:	
NIQ:	

To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. Thank you!

DESCRIPTION OF ISSUE:

Please provide your calculations for re-rating the final bills.

Sincerely,

Leah Lehman

Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

------ Original Message -----From: William Schaaf [wschaaf@indraenergy.com] Sent: 3/15/2019 3:17 PM To: contactthepuco@puco.ohio.gov Cc: compliance@indraenergy.com

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257773 [ref:_00Dt0GzXt._500t0FNUop:ref]

Hello Leah and the PUCO,

Regarding Case # 00257773,

Ms. The period of a door-to-door sale. We've attached the TPV recording and signed agreement for this enrollment, as well as the confirmation packages sent to the customer detailing the terms of service. Indra began servicing the customer's gas and electric accounts on 11/27/18 and 11/29/18, respectively.

Gas Plan: Variable. This included a two-month introductory rate of \$2.80 per Mcf, after which the rate would vary month-to-month.

Electric Plan: 100%-Green Variable. This included a two-month introductory rate of \$0.0520 per kWh, after which rate would vary month-to-month.

On 3/6/19, Ms. contacted our Customer Service line and requested to cancel her service with Indra. Outbound drops were processed, and no termination fees were issued for cancellation. The customer's gas and electric accounts are scheduled to stop receiving Indra's supply on 3/30/19 and 4/1/19, respectively. The customer had also requested an adjustment to her most recent gas and electric bills, and was advised that her accounts would be escalated for further review.

Upon review, we've determined that we will rerate the customer's most recent gas and electric bills to the rate we have file for her utilities, and will also adjust the customer's upcoming final bills, once they are rendered. This will ultimately provide the customer with the effect of having received Indra's introductory rate for her first two billing cycles, and then have returned to the utility's standard service. We've included a chart below detailing the calculations for the adjustments of the customer's most recent bills. We attempted to contact the customer on 3/15/19 to inform her of these adjustments, but were only able to leave a voicemail message.

Electric

Begin Date	End Date		Supply Charge	ReRate To:		Amt Due Customer
2/1/2019	3/1/2019	1913	\$347.98	\$0.0553	\$105.79	\$242.19

Gas

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/29/2019	2/27/2019	121	\$223.76	\$0.3020	\$36.54	\$2.38	\$38.92	\$184.84

Let us know if we can be of any further assistance. Thank you.

William Schaaf - Asst. Compliance Officer



From: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us] Sent: Friday, March 15, 2019 8:14 AM To: Indra Energy Compliance <Compliance@indraenergy.com> Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257773 [ref:_00Dt0GzXt._500t0FNUop:ref]

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PUBLIC UTILITIES COMMISSION OF OHIO Second Request for Information Regarding the Initial Submission of a Consumer Complaint

Please Respond Within 3 Days

CASE ID: 00257773 COMPANY: CUSTOMER: CUSTOMER: Content Ohio 44708 SERVICE ADDRESS: Content Ohio 44708 AIQ: Palmco Power OH LLC SERVICE ACCOUNT NUMBER: NIQ: CONTENT OF CONTENT.

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v)

DESCRIPTION OF ISSUE:

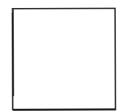
An initial complaint was sent to you on March 11. Please review the customer's concerns and respond within three business days.

Sincerely,

Leah Lehman Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

------ Original Message ------From: PUCO Consumer Call Center [contactthepuco@puc.state.oh.us] Sent: 3/11/2019 8:10 AM To: compliance@indraenergy.com Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257773 [ref:_00Dt0GzXt._500t0FNUop:ref]



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Initial Submission of a Consumer Complaint

Marketer of Natural Gas

Please Respond Within 3 Business Days

* •	
CASE ID: 00257773	
COMPANY:	
CUSTOMER:	
ADDRESS:	Canton, Ohio 44708
SERVICE ADDRESS:	Canton, Ohio 44708
AIQ: Palmco Power OH LLC	
SERVICE ACCOUNT NUMBER:	
NIQ:	

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29- $06(D)(6)(v)^{}$

DESCRIPTION OF ISSUE:

Ms. states that she has been charged by Indra Energy at \$17 per MCF and \$0.18 per kWh. She states she enrolled in Indra Energy in November 2018 and thought that her introductory rate should have still been in effect.

- 1. When and how was the customer solicited?
- 2. What was the agreed upon rate and for how long?
 - 3. When was the service start date?

- 4. If the customer has cancelled service, when is the service stop date?
- 5. Please provide a copy of the sales call, TPV, welcome letter with terms and conditions, and any other documentation regarding the case.

Sincerely,

×.

Leah Lehman

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

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(800) 686-PUCO (7826)

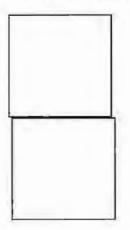
www.PUCO.ohio.gov

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This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.



ref:_00Dt0GzXt._500t0FNUop:ref



Sariah Brinker

From: Sent: To: Cc: Subject: Inna Mestechkina Monday, May 06, 2019 4:58 PM Keenia Joseph Billing Operations Team; Indra Energy Compliance RE: OH PUCO Complaint:

Hello Keenia It is not clear from your email which utility, so I give you information on both

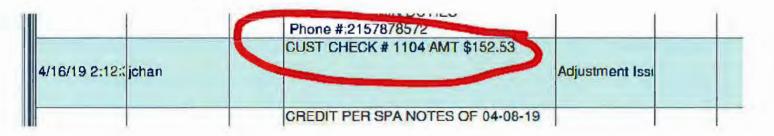
AEP \$242.19 -Was sent to the utility as portion of check # 1067 on 3/28/19 Check No. 1067 AEP cashed on 04/12/2019

\$159.32 – Was sent by invoice on 4/22/19 Utility is holding it. It should be reflected on the first bill after this date

DEI

\$184.84 - Was sent to utility as portion of the check 1044 on 3/28/19 Check No. 1044 DEO cashed on 04/10/2019

\$152.53 was sent to the customer. It is reflected in P2C log text P2C was updated on 4/16/19 with the intention to send the check to the utility. On this date there was change to the procedure to send all checks to the customers. Due to new accounting software this change took a week. The check was cut on 4/24/19.



We do not make copies of the checks. It is not a part of standard process. We make them only if they are specifically requested when the credit is being processed. Or if the amount of the check is very big (\$1000 and more).

I hope I answered all your questions

Inna Mestechkina - Operation Analyst



1515 Market Street, Suite 1200 Philadelphia, PA 19102 P: 888.504.6372 F: 718.851.2427

www.IndraEnergy.com

From: Keenia Joseph Sent: Monday, May 6, 2019 4:05 PM To: Inna Mestechkina <imestechkina@indraenergy.com> Cc: Billing Operations Team <BillingOperationsTeam@indraenergy.com>; Indra Energy Compliance <Compliance@indraenergy.com> Subject: OH PUCO Complaint: Complexed A/C: E - Complexed C

Inna,

The utility informed the OH Commission that they have not received credits for the subject accounts. Were these rerates processed as thecks or credit to the accounts? If checks, can you please provide copies of the checks and processing details. Thanks.

Keenia Joseph - Director of Compliance



1515 Market Street, Suite 1200 Philadelphia, PA 19102 P: 888.504.6372 F: 718.851.2427

Sariah Brinker

From:	Keenia Joseph
Sent:	Monday, May 06, 2019 5:04 PM
To:	'contactthepuco@puco.ohio.gov'
Cc:	Indra Energy Compliance; Mark Whitt; Becky Glover
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257773 [ref:_00Dt0GzXt
	500t0FNUop:ref]

Leah,

The electric credit in the amount of \$242.19 was sent to the utility on check # 1067 on 3/28/19. Our records indicate that the check was cashed by the utility on April 12, 2019.

The gas credit in the amount of \$159.32 was sent via invoice on April 22, 2019. We anticipate that the customer should see this in the account within 1-2 billing cycles.

Keenia Joseph - Director of Compliance



1515 Market Street, Suite 1200 Philadelphia, PA 19102 P: 888.504.6372 F: 718.851.2427

From: PUCO Consumer Call Center <<u>contactthepuco@puc.state.oh.us</u>> Sent: Friday, May 3, 2019 10:31 AM To: William Schaaf Cc: <u>beth.blackmer@puco.ohio.gov</u> Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257773 [ref:_00Dt0GzXt._500t0FNUop:ref]



PUBLIC UTILITIES COMMISSION OF OHIO Consumer Services Division Memorandum

CASE ID: 00257773	
COMPANY:	
CUSTOMER:	
ADDRESS:	Canton, Ohio 44708
SERVICE ADDRESS:	Canton, Ohio
44708	
AIQ: Palmco Power OH LLC	
SERVICE ACCOUNT NUMBER:	
NIQ:	

*******To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. Thank you!***

DESCRIPTION OF ISSUE:

Please respond to the questions asked on April 25.

Dominion states that they have not received the re-rate check. When was the check sent to the company?

Sincerely,

Leah Lehman Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

----- Original Message ------

From: PUCO Consumer Call Center [contactthepuco@puc.state.oh.us] Sent: 5/1/2019 8:05 AM To: wschaaf@indraenergy.com

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257773 [ref:_00Dt0GzXt._500t0FNUop:ref]



PUBLIC UTILITIES COMMISSION OF OHIO Consumer Services Division Memorandum

CASE ID: 00257773 COMPANY: CUSTOMER:	
ADDRESS:	Canton, Ohio 44708
SERVICE ADDRESS:	Canton, Ohio
44708	
AIQ: Palmco Power OH LLC	
SERVICE ACCOUNT NUMB	ER:
NIQ:	

To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. Thank you!

DESCRIPTION OF ISSUE:

Please respond to the question asked on April 25.

Sincerely,

Leah Lehman

Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

----- Original Message ------

From: PUCO Consumer Call Center [contactthepuco@puc.state.oh.us]

Sent: 4/25/2019 2:29 PM To: <u>wschaaf@indraenergy.com</u> Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257773 [ref:_00Dt0GzXt._500t0FNUop:ref]

Ohio	Public Utilities
	Public Utilities Commission

PUBLIC UTILITIES COMMISSION OF OHIO Consumer Services Division Memorandum

CASE ID: 00257773	
COMPANY:	
CUSTOMER:	
ADDRESS:	, Canton, Ohio 44708
SERVICE ADDRESS:	Canton, Ohio
44708	
AIQ: Palmco Power OH LLC	
SERVICE ACCOUNT NUMBER:	
NIQ:	

*******To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. Thank you!*******

DESCRIPTION OF ISSUE:

Dominion states that they have not received the re-rate check. When was the check sent to the company?

Sincerely,

Leah Lehman

Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

------ Original Message ------From: William Schaaf [wschaaf@indraenergy.com] Sent: 4/12/2019 12:24 PM To: contactthepuco@puco.ohio.gov Cc: compliance@indraenergy.com Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257773 [ref:_00Dt0GzXt._500t0FNUop:ref]

Hello Leah,

I've provided charts below detailing our calculations for the customer's final gas and electric bills. These adjustments are also being sent to the customer's gas and electric utilities to be applied to the accounts.

Electric Account

Begin Date	End Date		Supply Charge	ReRate To:	ReRate Totai	Amt Due Customer
3/1/201 0	4/1/2019	1399	\$236.68	\$0.0553	\$77.36	\$159.32

Gas Account

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
2/27/2019	3/28/2019	131	\$193.34	\$0.2925	\$38.32	\$2.49	\$40.81	\$152.53

William Schaaf - Asst. Compliance Officer



1515 Market Street, Suite 1200

Philadelphia, PA 19102

P: 888.504.6372

F: 718.851.2427

www.IndraEnergy.com

From: PUCO Consumer Call Center <<u>contactthepuco@puc.state.oh.us</u>> Sent: Thursday, April 11, 2019 8:24 AM To: William Schaaf <<u>wschaaf@indraenergy.com</u>> Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257773 [ref:_00Dt0GzXt._500t0FNUop:ref]

PUBLIC UTILITIES COMMISSION OF OHIO Consumer Services Division Memorandum

CASE ID: 00257773 COMPANY: CUSTOMER:	
ADDRESS: SERVICE ADDRESS:	Canton, Ohio 44708 Canton, Ohio
44708	
AIQ: Palmco Power OH LLC SERVICE ACCOUNT NUMBER: NIQ:	

To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. Thank you!

DESCRIPTION OF ISSUE:

Please respond to the email sent on April 5.

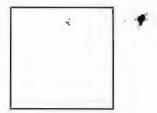
Sincerely,

Leah Lehman

Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

------ Original Message ------From: PUCO Consumer Call Center [contactthepuco@puc.state.oh.us] Sent: 4/5/2019 4:39 PM To: wschaaf@indraenergy.com Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257773 [ref:_00Dt0GzXt._500t0FNUop:ref]



PUBLIC UTILITIES COMMISSION OF OHIO Consumer Services Division Memorandum

CASE ID: 00257773	
COMPANY:	
CUSTOMER:	
ADDRESS:	Canton, Ohio 44708
SERVICE ADDRESS:	Canton, Ohio
44708	
AIQ: Palmco Power OH LLC	
SERVICE ACCOUNT NUMBER:	
NIQ:	

To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. Thank you!

DESCRIPTION OF ISSUE:

Please provide your calculations for re-rating the final bills.

Sincerely,

Leah Lehman Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

------ Original Message ------From: William Schaaf [wschaaf@indraenergy.com] Sent: 3/15/2019 3:17 PM To: contactthepuco@puco.ohio.gov Cc: compliance@indraenergy.com Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257773 [ref:_00Dt0GzXt._500t0FNUop:ref] Hello Leah and the PUCO,

Regarding Case # 00257773,

Ms. enrolled her gas and electric accounts in Indra's variable rate plans on 11/8/18, as the result of a door-to-door sale. We've attached the TPV recording and signed agreement for this enrollment, as well as the confirmation packages sent to the customer detailing the terms of service. Indra began servicing the customer's gas and electric accounts on 11/27/18 and 11/29/18, respectively.

Gas Plan: Variable. This included a two-month introductory rate of \$2.80 per Mcf, after which the rate would vary month-to-month.

Electric Plan: 100%-Green Variable. This included a two-month introductory rate of \$0.0520 per kWh, after which rate would vary month-to-month.

On 3/6/19,*Ms. Contacted our Customer Service line and requested to cancel her service with Indra. Outbound drops were processed, and no termination fees were issued for cancellation. The customer's gas and electric accounts are scheduled to stop receiving Indra's supply on 3/30/19 and 4/1/19, respectively. The customer had also requested an adjustment to her most recent gas and electric bills, and was advised that her accounts would be escalated for further review.

Upon review, we've determined that we will rerate the customer's most recent gas and electric bills to the rate we have file for her utilities, and will also adjust the customer's upcoming final bills, once they are rendered. This will ultimately provide the customer with the effect of having received Indra's introductory rate for her first two billing cycles, and then have returned to the utility's standard service. We've included a chart below detailing the calculations for the adjustments of the customer's most recent bills. We attempted to contact the customer on 3/15/19 to inform her of these adjustments, but were only able to leave a voicemail message.

Electric

Begin Date	End Date		Supply Charge	ReRate To:		Amt Due Customer
2/1/2019	3/1/2019	1913	\$347.98	\$0.0553	\$105.79	\$242.19

Gas

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/29/2019	2/27/2019	121	\$223.76	\$0.3020	\$36.54	\$2.38	\$38.92	\$184.84

Let us know if we can be of any further assistance. Thank you.

William Schaaf - Asst. Compliance Officer



1515 Market Street, Suite 1200

Philadelphia, PA 19102

P: 888.504.6372

F: 718.851.2427

www.IndraEnergy.com

From: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us] Sent: Friday, March 15, 2019 8:14 AM To: Indra Energy Compliance <<u>Compliance@indraenergy.com</u>> Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257773 [ref:_00Dt0GzXt._500t0FNUop:ref]

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PUBLIC UTILITIES COMMISSION OF OHIO Second Request for Information Regarding the Initial Submission of a Consumer Complaint

Please Respond Within 3 Days

CASE ID: 00257773	
COMPANY:	
CUSTOMER	
ADDRESS:	Canton, Ohio 44708
SERVICE ADDRESS:	Canton, Ohio 44708
AIQ: Palmco Power OH LLC	
SERVICE ACCOUNT NUMBER:	
NIQ:	

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29- $O6(D)(6)(b)(v)^{}$

DESCRIPTION OF ISSUE:

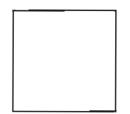
An initial complaint was sent to you on March 11. Please review the customer's concerns and respond within three business days.

Sincerely,

Leah Lehman Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

------ Original Message ----- From: PUCO Consumer Call Center [contactthepuco@puc.state.oh.us]
 Sent: 3/11/2019 8:10 AM
 To: compliance@indraenergy.com
 Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257773 [ref:_00Dt0GzXt._500t0FNUop:ref]



Initial Submission of a Consumer Complaint

Marketer of Natural Gas

Please Respond Within 3 Business Days

52 5	
CASE ID: 00257773	
COMPANY:	
CUSTOMER:	
ADDRESS:, Canton, (Ohio 44708
SERVICE ADDRESS:	Canton, Ohio 44708
AIQ: Palmco Power OH LLC	
SERVICE ACCOUNT NUMBER:	
NIQ: Contraction	

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29- $O6(D)(6)(b)(v)^{}$

DESCRIPTION OF ISSUE:

Ms. states that she has been charged by indra Energy at \$17 per MCF and \$0.18 per kWh. She states she enrolled in Indra Energy in November 2018 and thought that her introductory rate should have still been in effect.

- 1. When and how was the customer solicited?
- 2. What was the agreed upon rate and for how long?
 - 3. When was the service start date?

- 4. If the customer has cancelled service, when is the service stop date?
- 5. Please provide a copy of the sales call, TPV, welcome letter with terms and conditions, and any other documentation regarding the case.

Sincerely,

Leah Lehman

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

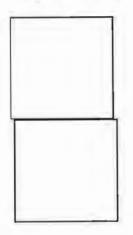
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ref:_00Dt0GzXt._500t0FNUop:ref



Sariah Brinker

From:	Keenia Joseph
Sent:	Monday, May 06, 2019 5:04 PM
To:	contactthepuco@puco.ohio.gov
Cc:	Indra Energy Compliance; Mark Whitt; Becky Glover
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257773 [ref:_00Dt0GzXt 500t0FNUop:ref]

Leah,

The electric credit in the amount of \$242.19 was sent to the utility on check # 1067 on 3/28/19. Our records indicate that the check-was cashed by the utility on April 12, 2019.

The gas credit in the amount of \$159.32 was sent via invoice on April 22, 2019. We anticipate that the customer should see this in the account within 1-2 billing cycles.

Keenia Joseph - Director of Compliance



1515 Market Street, Suite 1200 Philadelphia, PA 19102 P: 888.504.6372 F: 718.851.2427

From: PUCO Consumer Call Center <<u>contactthepuco@puc.state.oh.us</u>> Sent: Friday, May 3, 2019 10:31 AM To: William Schaaf Cc: <u>beth.blackmer@puco.ohio.gov</u> Subject: RE: PUBLIC UTIUTIES COMMINISSION OF OHIO - CASE #: 00257773 [ref:_00Dt0GzXt._500t0FNUop:ref]



PUBLIC UTILITIES COMMISSION OF OHIO Consumer Services Division Memorandum

CASE ID: 00257773	
COMPANY:	
CUSTOMER:	
ADDRESS:	<u>, Canton, O</u> hio 44708
SERVICE ADDRESS:	Canton, Ohio
44708	
AIQ: Palmco Power OH LLC	
SERVICE ACCOUNT NUMBER:	
NIQ:	

To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. Thank you!

DESCRIPTION OF ISSUE:

Please respond to the questions asked on April 25.

Dominion states that they have not received the re-rate check. When was the check sent to the company?

Sincerely,

Leah Lehman Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

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----- Original Message ------

From: PUCO Consumer Call Center [contactthepuco@puc.state.oh.us] Sent: 5/1/2019 8:05 AM To: wschaaf@indraenergy.com

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257773 [ref:_00Dt0GzXt._500t0FNUop:ref]



Public Utilities Commission

PUBLIC UTILITIES COMMISSION OF OHIO Consumer Services Division Memorandum

CASE ID: 00257773	
COMPANY:	
CUSTOMER:	
ADDRESS:	Canton, Ohio 44708
SERVICE ADDRESS:	Canton, Ohio
44708	
AIQ: Palmco Power OH LLC	
SERVICE ACCOUNT NUMBER:	
NIQ:	

To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. Thank you!

DESCRIPTION OF ISSUE:

Please respond to the question asked on April 25.

Sincerely,

Leah Lehman Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

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----- Original Message ------

From: PUCO Consumer Call Center [contactthepuco@puc.state.oh.us] Sent: 4/25/2019 2:29 PM To: wschaaf@indraenergy.com

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257773 [ref:_00Dt0GzXt._500t0FNUop:ref]



Public Utilities Commission

PUBLIC UTILITIES COMMISSION OF OHIO Consumer Services Division Memorandum

CASE ID: 00257773 COMPANY: CUSTOMER:	
ADDRESS:	Canton, Ohio 44708
SERVICE ADDRESS:	Canton, Ohio
44708	
AIQ: Palmco Power OH LI	_C
SERVICE ACCOUNT NUM	MBER:
NIQ:	

To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. Thank you!

DESCRIPTION OF ISSUE:

Dominion states that they have not received the re-rate check. When was the check sent to the company?

Sincerely,

Leah Lehman

Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

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------ Original Message ------From: William Schaaf [wschaaf@indraenergy.com] Sent: 4/12/2019 12:24 PM

To: contactthepuco@puco.ohio.gov

Cc: compliance@indraenergy.com

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257773 [ref:_00Dt0GzXt._500t0FNUop:ref]

Hello Leah,

I've provided charts below detailing our calculations for the customer's final gas and electric bills. These adjustments are also being sent to the customer's gas and electric utilities to be applied to the accounts.

Electric Account

Begin Date	End Date		Supply Charge	ReRate To:		Amt Due Customer
3/1/2019	4/1/2019	1399	\$236.68	\$0.0553	\$77.36	\$159.32

Gas Account

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
2/27/2019	3/28/2019	131	\$193.34	\$0.2925	\$38.32	\$2.49	\$40.81	\$152.53

William Schaaf - Asst. Compliance Officer

1515 Market Street, Suite 1200



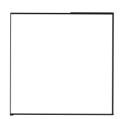
Philadelphia, PA 19102

P: 888.504.6372

F: 718.851.2427

www.IndraEnergy.com

From: PUCO Consumer Call Center <<u>contactthepuco@puc.state.oh.us</u>> Sent: Thursday, April 11, 2019 8:24 AM To: William Schaaf <<u>wschaaf@indraenergy.com</u>> Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257773 [ref:_00Dt0GzXt._500t0FNUop:ref]



PUBLIC UTILITIES COMMISSION OF OHIO Consumer Services Division Memorandum

CASE ID: 00257773 COMPANY:	
CUSTOMER: ADDRESS:	Canton, Ohio 44708
SERVICE ADDRESS:	Canton, Ohio
44708	
AIQ: Palmco Power OH LLC	
SERVICE ACCOUNT NUMBER:	
NIQ:	

To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. Thank you!

DESCRIPTION OF ISSUE:

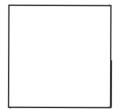
Please respond to the email sent on April 5.

Sincerely,

Leah Lehman

Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

------ Original Message ------From: PUCO Consumer Call Center [contactthepuco@puc.state.oh.us] Sent: 4/5/2019 4:39 PM To: wschaaf@indraenergy.com Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257773 [ref:_00Dt0GzXt._500t0FNUop:ref]



PUBLIC UTILITIES COMMISSION OF OHIO Consumer Services Division Memorandum

CASE ID: 00257773	
COMPANY:	
CUSTOMER:	
ADDRESS:	Canton, Ohio 44708
SERVICE ADDRESS:	Canton, Ohio
44708	
AIQ: Palmco Power OH LLC	
SERVICE ACCOUNT NUMBER:	
NIQ:	

To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. Thank you!

DESCRIPTION OF ISSUE:

Please provide your calculations for re-rating the final bills.

Sincerely,

Leah Lehman Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

-------Original Message ------From: William Schaaf [wschaaf@indraenergy.com] Sent: 3/15/2019 3:17 PM To: contactthepuco@puco.ohio.gov Cc: compliance@indraenergy.com Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257773 [ref:_00Dt0GzXt._500t0FNUop:ref]

Hello Leah and the PUCO,

Regarding Case # 00257773,

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Ms. Expension of the result of a door-to-door sale. We've attached the TPV recording and signed agreement for this enrollment, as well as the confirmation packages sent to the customer detailing the terms of service. Indra began servicing the customer's gas and electric accounts on 11/27/18 and 11/29/18, respectively.

Gas Plan: Variable. This included a two-month introductory rate of \$2.80 per Mcf, after which the rate would vary month-to-month.

Electric Plan: 100%-Green Variable. This included a two-month introductory rate of \$0.0520 per kWh, after which rate would vary month-to-month.

On 3/6/19, Ms. contacted our Customer Service line and requested to cancel her service with Indra. Outbound drops were processed, and no termination fees were issued for cancellation. The customer's gas and electric accounts are scheduled to stop receiving Indra's supply on 3/30/19 and 4/1/19, respectively. The customer had also requested an adjustment to her most recent gas and electric bills, and was advised that her accounts would be escalated for further review.

Upon review, we've determined that we will rerate the customer's most recent gas and electric bills to the rate we have file for her utilities, and will also adjust the customer's upcoming final bills, once they are rendered. This will ultimately provide the customer with the effect of having received Indra's introductory rate for her first two billing cycles, and then have returned to the utility's standard service. We've included a chart below detailing the calculations for the adjustments of the customer's most recent bills. We attempted to contact the customer on 3/15/19 to inform her of these adjustments, but were only able to leave a voicemail message.

Electric

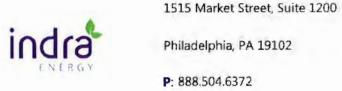
Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:		Amt Due Customer
	3/1/2019				\$105.79	\$242.19

Gas

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/29/2019	2/27/2019	121	\$223.76	\$0.3020	\$36.54	\$2.38	\$38.92	\$184.84

Let us know if we can be of any further assistance. Thank you.

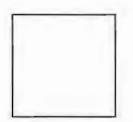
William Schaaf - Asst. Compliance Officer



F: 718.851.2427

www.IndraEnergy.com

From: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us] Sent: Friday, March 15, 2019 8:14 AM To: Indra Energy Compliance < Compliance@indraenergy.com > Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257773 [ref:_00Dt0GzXt._500t0FNUop:ref]



PUBLIC UTILITIES COMMISSION OF OHIO Second Request for Information Regarding the Initial Submission of a Consumer Complaint

Please Respond Within 3 Days

CASE ID: 00257773 COMPANY:	
CUSTOMER:	
ADDRESS:	Canton, Ohio 44708
SERVICE ADDRESS:	Canton, Ohio 44708
AIQ: Palmco Power OH LLC	
SERVICE ACCOUNT NUMBER:	
NIQ:	

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29- $06(D)(6)(b)(v)^{}$

DESCRIPTION OF ISSUE:

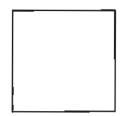
An initial complaint was sent to you on March 11. Please review the customer's concerns and respond within three business days.

Sincerely,

Leah Lehman Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

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------ Original Message ------From: PUCO Consumer Call Center [contactthepuco@puc.state.oh.us] Sent: 3/11/2019 8:10 AM To: compliance@indraenergy.com Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257773 [ref:_00Dt0GzXt._500t0FNUop:ref]



Initial Submission of a Consumer Complaint

Marketer of Natural Gas

Please Respond Within 3 Business Days

CAŠE ID: 00257773	
COMPANY:	
CUSTOMER:	
ADDRESS:	Canton, Ohio 44708
SERVICE ADDRESS	Canton, Ohio 44708
AIQ: Palmco Power OH LLC	
SERVICE ACCOUNT NUMBER:	
NIQ:	

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29- $06(D)(6)(b)(v)^{}$

DESCRIPTION OF ISSUE:

Ms. States that she has been charged by Indra Energy at \$17 per MCF and \$0.18 per kWh. She states she enrolled in Indra Energy in November 2018 and thought that her introductory rate should have still been in effect.

- 1. When and how was the customer solicited?
- What was the agreed upon rate and for how long?
 When was the service start date?
- 4. If the customer has cancelled service, when is the service stop date?

5. Please provide a copy of the sales call, TPV, welcome letter with terms and conditions, and any other documentation regarding the case.

Sincerely,

Leah Lehman

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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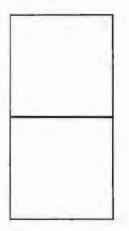
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ref:_00Dt0GzXt._500t0FNUop:ref



Sariah Brinker

From:	William Schaaf
Sent:	Monday, May 06, 2019 3:59 PM
То:	Keenia Joseph; Indra Energy Compliance
Subject:	Fw: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257773 [ref:_00Dt0GzXt 500t0FNUop:ref]

From: PUCO Consumer Call Center Sent: Friday, May 3, 2019 10:31 AM To: William Schaaf Cc: beth.blackmer@puco.ohio.gov Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257773 [ref:_00Dt0GzXt._500t0FNUop:ref]



Public Utilities Commission

PUBLIC UTILITIES COMMISSION OF OHIO Consumer Services Division Memorandum

CASE ID: 00257773 COMPANY: CUSTOMER:	
ADDRESS:	Canton, Ohio 44708
SERVICE ADDRESS:	Canton, Ohio
AIQ: Palmco Power OH LLC SERVICE ACCOUNT NUMBER:	
NIQ:	

To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. Thank you!

DESCRIPTION OF ISSUE:

Please respond to the questions asked on April 25.

Dominion states that they have not received the re-rate check. When was the check sent to the company?

Sincerely,

Leah Lehman Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

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------ Original Message ------From: PUCO Consumer Call Center [contactthepuco@puc.state.oh.us] Sent: 5/1/2019 8:05 AM To: wschaaf@indraenergy.com Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257773 [ref:_00Dt0GzXt._500t0FNUop:ref]



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Public Utilities Commission

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PUBLIC UTILITIES COMMISSION OF OHIO Consumer Services Division Memorandum

CASE ID: 00257773 COMPANY: CUSTOMER:	
ADDRESS: SERVICE ADDRESS: 44708	, Canton, Ohio 44708 Canton, Ohio
AIQ: Palmco Power OH LLC SERVICE ACCOUNT NUMBER: NIQ:	

To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. Thank you!

DESCRIPTION OF ISSUE:

Please respond to the question asked on April 25.

Sincerely,

Leah Lehman Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

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------ Original Message ------From: PUCO Consumer Call Center [contactthepuco@puc.state.oh.us] Sent: 4/25/2019 2:29 PM To: wschaaf@indraenergy.com Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257773 [ref:_00Dt0GzXt._500t0FNUop:ref]

Public Utilities Commission

PUBLIC UTILITIES COMMISSION OF OHIO Consumer Services Division Memorandum

CASE ID: 00257773	
COMPANY:	
CUSTOMER:	
ADDRESS:	Canton, Ohio 44708
SERVICE ADDRESS:	Canton, Ohio
44708	
AIQ: Palmco Power OH LLC	
SERVICE ACCOUNT NUMBER:	
NIQ:	
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*******To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. Thank you!*******

DESCRIPTION OF ISSUE:

Dominion states that they have not received the re-rate check. When was the check sent to the company?

Sincerely,

Leah Lehman Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

------ Original Message ------From: William Schaaf [wschaaf@indraenergy.com] Sent: 4/12/2019 12:24 PM To: contactthepuco@puco.ohio.gov Cc: compliance@indraenergy.com Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257773 [ref:_00Dt0GzXt._500t0FNUop:ref]

Hello Leah,

I've provided charts below detailing our calculations for the customer's final gas and electric bills. These adjustments are also being sent to the customer's gas and electric utilities to be applied to the accounts.

Electric Account

Begin Date	End Date	1	Supply Charge	ReRate To:		Amt Due Customer
3/1/2019	4/1/2019	1399	\$236.68	\$0.0553	\$77.36	\$159.32

Gas Account

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax		ReRate Total	Amt Due Customer
2/27/2019	3/28/2019	131	\$193.34	\$0.2925	\$38.32	\$2.49	\$40.81	\$152.53

William Schaaf - Asst. Compliance Officer

1515 Market Street, Suite 1200



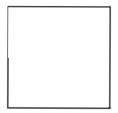
Philadelphia, PA 19102



F: 718.851.2427

www.IndraEnergy.com

From: PUCO Consumer Call Center Sent: Thursday, April 11, 2019 8:24 AM To: William Schaaf Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257773 [ref:_00Dt0GzXt._500t0FNUop:ref]



PUBLIC UTILITIES COMMISSION OF OHIO Consumer Services Division Memorandum

CASE ID: 00257773	
COMPANY:	
CUSTOMER:	
ADDRESS:	Canton, Ohio 44708
SERVICE ADDRESS:	Canton, Ohio 44708
AIQ: Palmco Power OH LLC	
SERVICE ACCOUNT NUMBER:	
NIQ:	

*******To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. Thank you!*******

DESCRIPTION OF ISSUE: Please respond to the email sent on April 5.

Sincerely,

Leah Lehman Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

------ Original Message ------From: PUCO Consumer Call Center [contactthepuco@puc.state.oh.us] Sent: 4/5/2019 4:39 PM To: wschaaf@indraenergy.com Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257773 [ref:_00Dt0GzXt._500t0FNUop:ref]

	- 1

PUBLIC UTILITIES COMMISSION OF OHIO Consumer Services Division Memorandum

CASE ID: 00257773	
COMPANY:	
CUSTOMER:	
ADDRESS:	Canton, Ohio 44708
SERVICE ADDRESS:	,Canton, Ohio 44708
AIQ: Palmco Power OH LLC	
SERVICE ACCOUNT NUMBER:	
NIQ:	

To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. Thank you!

DESCRIPTION OF ISSUE:

Please provide your calculations for re-rating the final bills.

Sincerely,

Leah Lehman Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

----- Original Message -----From: William Schaaf [wschaaf@indraenergy.com] Sent: 3/15/2019 3:17 PM To: contactthepuco@puco.ohio.gov Cc: compliance@indraenergy.com Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257773 [ref:_00Dt0GzXt._500t0FNUop:ref]

Hello Leah and the PUCO,

Regarding Case # 00257773,

Ms. Encoder of the result of a door-to-door sale. We've attached the TPV recording and signed agreement for this enrollment, as well as the confirmation packages sent to the customer detailing the terms of service. Indra began servicing the customer's gas and electric accounts on 11/27/18 and 11/29/18, respectively.

Gas Plan: Variable. This included a two-month introductory rate of \$2.80 per Mcf, after which the rate would vary month-to-month.

Electric Plan: 100%-Green Variable. This included a two-month introductory rate of \$0.0520 per kWh, after which rate would vary month-to-month.

On 3/6/19, Ms. **The** contacted our Customer Service line and requested to cancel her service with Indra. Outbound drops were processed, and no termination fees were issued for cancellation. The customer's gas and electric accounts are scheduled to stop receiving Indra's supply on 3/30/19 and 4/1/19, respectively. The customer had also requested an adjustment to her most recent gas and electric bills, and was advised that her accounts would be escalated for further review.

Upon review, we've determined that we will rerate the customer's most recent gas and electric bills to the rate we have file for her utilities, and will also adjust the customer's upcoming final bills, once they are rendered. This will ultimately provide the customer with the effect of having received Indra's introductory rate for her first two billing cycles, and then have returned to the utility's standard service. We've included a chart below detailing the calculations for the adjustments of the customer's most recent bills. We attempted to contact the customer on 3/15/19 to inform her of these adjustments, but were only able to leave a voicemail message.

Electric

Begin Date	1. A	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Supply Charge	ReRate To:	100 million (1977)	Amt Due Customer
2/1/2019	3/1/2019	1913	\$347.98	\$0.0553	\$105.79	\$242.19

Gas

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax		ReRate Total	Amt Due Customer
	2/27/2019		\$223.76	\$0.3020	\$36.54	\$2.38	\$38.92	\$184.84

Let us know if we can be of any further assistance. Thank you.

William Schaaf - Asst. Compliance Officer

1515 Market Street, Suite 1200



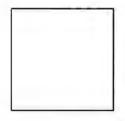
Philadelphia, PA 19102

P: 888.504.6372

F: 718.851.2427

www.IndraEnergy.com

From: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us] Sent: Friday, March 15, 2019 8:14 AM To: Indra Energy Compliance Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257773 [ref:_00Dt0GzXt._500t0FNUop:ref]



PUBLIC UTILITIES COMMISSION OF OHIO Second Request for Information Regarding the Initial Submission of a Consumer Complaint

Please Respond Within 3 Days

CASE ID: 00257773	
COMPANY:	
CUSTOMER:	
ADDRESS:	Canton, Ohio 44708
SERVICE ADDRESS:	Canton, Ohio 44708
AIQ: Palmco Power OH LLC	
SERVICE ACCOUNT NUMBER:	
NIQ:	

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v)

DESCRIPTION OF ISSUE:

An initial complaint was sent to you on March 11. Please review the customer's

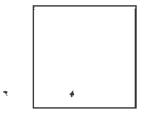
concerns and respond within three business days.

Sincerely,

Leah Lehman Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.goy

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

------ Original Message ------From: PUCO Consumer Call Center [contactthepuco@puc.state.oh.us] Sent: 3/11/2019 8:10 AM To: compliance@indraenergy.com Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257773 [ref:_00Dt0GzXt._500t0FNUop:ref]



Initial Submission of a Consumer Complaint

Marketer of Natural Gas

Please Respond Within 3 Business Days

CASE ID: 00257773	
COMPANY:	
CUSTOMER:	
ADDRESS:	Canton, Ohio 44708
SERVICE ADDRESS:	Canton, Ohio 44708
AIQ: Palmco Power OH LLC	
CEDUICE & COOLINE NUMBER	

SERVICE ACCOUNT NUMBER:

NIQ

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v)

DESCRIPTION OF ISSUE:

Ms. states that she has been charged by Indra Energy at \$17 per MCF and \$0.18 per kWh. She states she enrolled in Indra Energy in November 2018 and thought that her introductory rate should have still been in effect.

- 1. When and how was the customer solicited?
- 2. What was the agreed upon rate and for how long?
 - 3. When was the service start date?
- 4. If the customer has cancelled service, when is the service stop date?
- 5. Please provide a copy of the sales call, TPV, welcome letter with terms and conditions, and any other documentation regarding the case.

Sincerely,

Leah Lehman

Public Utilities Commission of Ohio

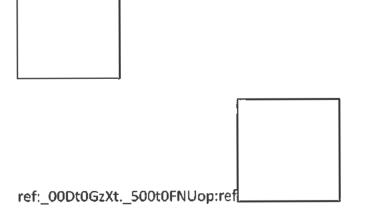
Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

10/10/2019 12:10:23 PM

in

Case No(s). 19-0957-GE-COI

Summary: Exhibit Ex. 7 Part 3 Filed by the Office of the Ohio Consumers' Counsel electronically filed by Ms. Deb J. Bingham on behalf of Etter, Terry L.